

**Nominee (Agency) Agreement**  
**Ref: Rawingo IP Services / Rawingo N.V. dd March 24,2021**

THIS AGREEMENT is made on 24 March 2021 between:

**Rawingo N.V.**, a company limited by shares and registered in Curacao, registration nr. 153084 with registered office at Heelsumstraat 51, Curacao, hereinafter referred to as **"THE PRINCIPAL"**, duly represented by its Director Emoore N.V.

and

**Rawingo IP Services Limited**, a company limited by shares and registered in Cyprus, registration nr. 418844 with registered office at 64 Agiou Georgiou Makri, Anna Maria Lena Court, Office 201, 6037 Larnaca, Cyprus, hereinafter referred to as **"THE AGENT"** duly represented by its Director Ms. Maria Procopi.

Together THE PRINCIPAL and THE AGENT are referred to as **"THE PARTIES"**.

**WHEREAS THE AGENT** holds bank accounts for and on behalf of THE PRINCIPAL and conducts transactions in relation to the:

- provision of billing processing services including receiving settlements from payment providers, making payments to payment providers for the purpose of merchant account replenishments in case pay-outs to end users exceed merchant account balance with payment provider;
- other payment services including but not limited to marketing expenses, payments to affiliates, hosting, license fees, payments for other support services provided by third parties;

on behalf of THE PRINCIPAL (hereinafter referred to as **"BUSINESS ACTIVITIES"**);

**WHEREAS THE PARTIES**, desire to set down in writing their agreement with regards to the provision of the BUSINESS ACTIVITIES by THE AGENT to THE PRINCIPAL all in accordance with the terms and conditions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

**1. UNDERTAKINGS AND RIGHTS OF THE AGENT AND THE PRINCIPAL**

THE AGENT shall permit THE PRINCIPAL to conduct the "BUSINESS ACTIVITIES" through the bank account of THE AGENT.

Without derogating from the generality of the foregoing, it is specifically agreed that:

Services delivered by the AGENT are in connection to regulated gaming activity of the Principal, under license Nr. 8048/JAZ2020-049 whereby the PRINCIPAL authorizes the AGENT to sign agreements with payment service providers and banks and collect settlements from processed transactions on behalf of the PRINCIPAL

All assets/liabilities of the BUSINESS ACTIVITIES arising from this Nominee Agreement, excluding assets/liabilities arising to THE AGENT directly, shall be owned by/due to THE PRINCIPAL.

All money held by THE AGENT at any time in respect of the BUSINESS ACTIVITIES shall save for the consideration and reimbursement of expenses referred to in clause 2, be held by THE AGENT as nominee or bare trustee for THE PRINCIPAL;

In carrying out obligations in terms hereof, THE AGENT shall not, unless authorized by THE PRINCIPAL or required by law to do so, disclose to any third party that THE AGENT is acting as agent / nominee for THE PRINCIPAL;

NOTWITHSTANDING the foregoing provisions of this clause 1, THE AGENT shall not enter into any contracts on behalf of THE PRINCIPAL and THE AGENT shall not make any decisions with regard to the BUSINESS ACTIVITIES and shall at all times act only with the express authorisation of, or upon instructions from THE PRINCIPAL.

## **2. CONSIDERATION**

In consideration of THE AGENT's undertakings in terms hereof, THE PRINCIPAL shall pay to THE AGENT a percentage set on a scale base on the actually collected sales per year as detailed below:

- For Turnover up to Euro 200,000 commission of 6 %
- For Turnover from Euro 200,001 up to Euro 300,000 the commission of 4 %
- For Turnover from Euro 300,001 and over, the commission of 2 %
- The minimum fixed fee shall be EUR 500 per month which shall commence as of first production month and which shall be deductible in case commission fee exceeds monthly minimum fee

The PRINCIPAL must also reimburse the AGENT the amount of any direct expenses incurred by THE AGENT in performing THE PRINCIPAL's BUSINESS ACTIVITIES.

## **3. EFFECTIVE DATE**

This Agreement shall be effective on the date hereof ("the Effective Date").

## **4. TERMINATION**

Upon termination of this Agreement for any reason whatsoever, THE AGENT shall immediately deliver to THE PRINCIPAL all bank related document such as bank statements, contracts, correspondence and any other documents or items or property of any nature whatsoever relating to the BUSINESS ACTIVITIES. THE AGENT being entitled to retain copies of all such items, always provided that THE PRINCIPAL shall authorize THE AGENT or THE AGENT's duly authorised representative to have such access to the said documents as THE AGENT may reasonably require for the purposes of inspection, copying or verification.

## **5. DURATION**

This Agreement shall, subject to any material breach thereof by either party remain in force until terminated by the giving of 1 (one) calendar month's written notice of termination by either party to the other.

If the agreement continues for a term in excess of two years the financial terms of this Agreement, and in particular clause 2 "Consideration" shall be re-negotiated and can be modified in order to provide additional remuneration to THE AGENT for additional time and efforts to be spent subject to the mutual agreement of both parties.

## **6. NOTICE**

Any written notice to be served hereunder shall be delivered by hand or sent by post to the party to be served at the address given above or at such other address of which the party to be served shall have notified in writing the party serving the notice and such notice shall be deemed duly served when it is actually delivered (in the case of service by hand) or 7 (seven) days after the day when it was posted (in the case of service by post).

## **7. NO PARTNERSHIP**

The relationship created in terms of this Agreement is one of Principal and Nominee (Agent) and nothing contained herein shall constitute a partnership between the parties hereto.

## **8. INDEMNITY**

THE PRINCIPAL hereby indemnifies and holds harmless THE AGENT in respect of any costs, damages, expenses or loss of any nature arising directly or indirectly from the performance by THE AGENT of its obligations in terms of this Agreement.

## 9. HEADINGS

The headings to the clauses of this Agreement are for ease of reference only and do not form part of the Agreement itself.

## 10. GOVERNING LAW

The validity, interpretation and construction of this Agreement shall be governed by the Republic of Cyprus hereinafter "Cyprus Laws" and the parties hereby agree to submit to the jurisdiction of the Cyprus Courts.

SIGNED by

THE PRINCIPAL:



For and on behalf of **Rawingo N.V.**

Director: Emoore N.V.

Executed by Lilianne Kroon as  
Proxy Holder to eMoore N.V.

THE AGENT:



For and on behalf of **Rawingo IP Services Limited**

Director: Maria Procopi