

AGREEMENT FOR THE SUPPLY OF CONSULTANCY SERVICES

Today the 1st day of October 2022

An agreement entered into between:

Of the one part:

WAC Malta Limited (Reg No C 52411), a limited liability company incorporated under the laws of Malta, having its registered office at Valletta Buildings, Second Floor, Suite 7, South Street, Valletta VLT 1103, Malta, hereinafter referred to as the **Service Provider**;

Of the other part:

WAC Media N.V. (Reg No 142472), a limited liability company incorporated under the laws of Curacao, having its registered office at Kaya Richard J. Beaujon Z/N, Curacao, hereinafter referred to as the **Recipient Company**;

The Service Provider and the Recipient Company are herein jointly referred to as the **Parties** and as the context may require individually referred to as a **Party**.

Whereas:

- A. The Recipient Company is in the business of providing business-to-business services related to online gaming to third party online gaming operators, gaming software providers and gaming software aggregators and has expertise therein and operates in this field under its B2B critical service accreditation granted to it by Curacao eGaming allowing it to make available, provide, sell, lease out software and hardware related to games of chance through whatever form or structure;
- B. The Service Provider is in the business of providing specialised consultancy services to its business-to-business customers, including without limitation legal, accountancy, human resources, marketing and back-office services and has expertise therein;
- C. The Recipient Company is desirous to procure and the Service Provider is willing to provide a number of consultancy as defined hereunder;

Now therefore, the Parties agree on the following terms and conditions:

ARTICLE 1 – DEFINITIONS

Wherever used in this Agreement the following terms shall have the following meaning:

"Affiliate" in relation to a company means any parent, subsidiary or holding company of that company from time to time or any member of its group of companies;

"Applicable Law" means all applicable laws, orders, regulations, legal requirements (including the applicable codes, regulations, licence conditions and standards of all Gaming Authorities), and codes having legal effect, in each case in force at the relevant time;

"Billing Currency" means Euro currency;

"Business Days" means a day that is not a Saturday, Sunday or public or bank holiday in England;

"Change of Law" means the coming into effect of a new Applicable Law or a change in Applicable Law after the Commencement Date;

"Commencement Date" means the date stated on the first page of this Agreement;

"Competent Authority" means any court of competent jurisdiction, but excluding any Gaming Authority;

"Confidential data" means and includes any information relating to the business, operations, assets, resources and any other object connected to the business of the Parties individually and collectively of the joint interest. This shall include any information that may be disclosed or obtained by one Party to the other Party or to a party's representative, employee or agent in the implementation of or pursuant to this Agreement, which may be indicated to be confidential or is by its nature reasonably understood to be confidential. This shall moreover include any business information such as operations, projections, product information, designs, trade secrets, know-how, customers, market opportunities and any other information related to the Party's products, operations, trade and activities, finances, methods, and technology.

"Data Protection Laws" means all Applicable Laws relating to the processing of personal data and/or privacy in effect in any relevant territory from time to time and which shall include the General Data Protection regulation of the European Union – Regulation 2016/679 and any and all implementing legislation relating thereto;

"Fees" means the fees and other direct or indirect costs incurred by the Service Provider in the provision of the Services payable to the Service Provider, as specified in Schedule 1;

"Force Majeure Event" means any act, event, omission or accident beyond the reasonable control of a Party, including war, riot, fire, flood, storm and telecommunications malfunction or unavailability;

"Gaming Approval" means any and all approvals, authorisations, licences, transactional waivers, permits, consents, findings of suitability, registrations, clearances, exemptions of or from a Gaming Authority, including those relating to the offering or conduct of relevant gambling and gambling activities;

"Gaming Authority" means any governmental, regulatory and/or administrative authority, agency, commission, board, body or other regulatory body or agency that has jurisdiction over (or is

responsible for or involved in the regulation of) gambling, or gambling activities of either Party and/or any of its affiliates from time to time;

"General Terms" means these general terms and conditions;

"Good Industry Practice" means the standards that fall within the top quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties involved, service levels, terms, pricing structure and any other relevant factors as may be determined by the Parties from time to time;

"Insolvency Event" means a Party: (i) being unable to pay its debts as they fall due as defined in Article 214(5) of the Companies Act, Chapter 386 of the Laws of Malta; (ii) giving notice under Article 214(2)(ii) of the Companies Act, Chapter 386 of the Laws of Malta of, or proposing or passing a resolution for, its winding up (iii) having a winding-up order made, or a notice of striking off filed in respect of it; (iv) having an administration order made in respect of it; and/or (v) ceasing to trade;

"Intellectual Property Rights" or "IPR" means all intellectual property rights, including patents (pending or granted), rights to inventions, moral rights, know-how, registered designs, copyrights and related rights, rights in computer software, database rights, design rights, trademarks, service marks, and domain names (in all cases whether or not the right is registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having similar effect to any of these which may subsist anywhere in the world, in each case for their full term and together with any extensions or renewals;

"Key Individual" means a legal or natural person/s employed, engaged or otherwise rendering services to the Service Provider to provide the Services or part thereof to the Recipient Company and shall include any other legal or natural person/s identified as being key to the success of the provision, implementation and/or operation of the Services, or otherwise agreed to in writing by and between the Parties from time to time;

"Losses" means claims, demands, losses, damages, liabilities, costs and expenses.

"Services" means the list of services described in Schedule 2 and any and all other services which the Parties may agree in writing from time to time to be provided by the Service Provider to the Recipient Company;

"Tax" or "Taxes" means all forms of taxation, duties, levies, rates, contributions and imposts, and without prejudice to the generality of the foregoing, includes any and all penalties, charges, fines and interest included in or related to any tax assessment issued by any Competent Authority under Applicable Law;

"Term" means the period from the Commencement Date to the Termination Date;

"Termination Date" means the date of termination or expiry of this Agreement for any reason;

"Third Party" means any entity that is not the Recipient Company, the Service Provider or any affiliate;

"Third Party Claim" means any claim, allegation or proceeding made or initiated by a Third Party against a Party as a result of a breach of this Agreement by the other Party, excluding claims or

demands by Customers for winnings or other pay-outs resulting from Trading Errors or Software Errors;

"Third Party Provider" means any third party provider engaged by the Service Provider in order to provide the Service as notified to the Recipient Company in writing and approved by the Recipient Company;

"Third Party Services" means either: (i) those services provided to the Service Provider by a Third Party Provider; or (ii) those services provided by the Service Provider based on services provided to the Service Provider by a Third Party Provider, which the Service Provider then makes available to the Recipient Company; and

"VAT" means: (i) Value Added Tax in Malta; and (ii) analogous product and services taxes in other jurisdictions.

1. Interpretation and structure

Unless otherwise expressly stated the following rules of interpretation apply in this Agreement:

- 1.1. Words in the singular include the plural and vice versa.
- 1.2. All times are Central European Time, unless otherwise specified.
- 1.3. Any reference to a Party includes the Party's representatives, respective successors or permitted assigns of the original Parties, and any reference to the Recipient Company includes the Recipient Company's Affiliates.
- 1.4. Any words that follow "include", "including" or "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.5. If there is an inconsistency between any of the provisions of the General Terms, the Service Terms, the Supplemental Terms and the SLA, the provisions of the General Terms shall prevail.
- 1.6. A reference to a statute or statutory provision includes that statute or statutory provision as amended, modified or replaced (before, on or after the date of this Agreement).

2. Provision of the Services

- 2.1. As of the Commencement Date and for the duration of this Agreement until its Termination Date, howsoever occasioned, the Service Provider shall provide the Services to the Recipient Company.
- 2.2. The Services shall consist of the consultancy Services referred to in sub-clause 2.1 as described in Schedule 2 to this Agreement and any and all such other services or such changes thereto, including their amendment, addition or deletion as the Parties may agree from time to time in writing to be provided by the Service Provider to the Recipient Company, which additional services shall form part of this Agreement.

3. Obligations and warranties of the Service Provider

- 3.1. The Service Provider hereby warrants and undertakes that it shall at all times provide the Services in accordance with the service levels and standards agreed to in this Agreement and with Good Industry Practice.
- 3.2. The Service Provider hereby warrants and undertakes that it shall provide the Services solely and exclusively through Key Individuals having suitable academic qualifications and industry experience for the provision of the Services by the Service Provider.
- 3.3. The Service Provider hereby warrants and undertakes that each of the Key Individuals possesses the required skill, experience and knowledge and is a fit and proper person capable of providing the Services in accordance with this Agreement, industry standards and Applicable Law.
- 3.4. The Service Provider may substitute, replace or otherwise change any Key Individual as long as any such Key Individual satisfies the requirements and is a suitable alternative candidate in accordance with Good Industry Practice and in conformity with the obligations undertaken in this Agreement.
- 3.5. The Service Provider accepts and undertakes that save as expressly stated in this Agreement and/or as otherwise approved in writing by the Recipient Company, the Service Provider may not delegate, assign or otherwise sub-contract any of its obligations undertaken by virtue of this Agreement.
- 3.6. The Service Provider accepts and undertakes that it shall for the duration of the Term of this Agreement continue to be the employer and/or contractor of any and all Key Individuals and shall for all intents and purposes continue to be responsible for the payment of any and all Taxes as may be due with respect to any such employment, engagement, consultancy or other relationship with each Key Individual/s as may result from Applicable Law.
- 3.7. The Service Provider undertakes and warrants that it shall bind any and all Key Individuals provided to the Recipient Company as a result of this Agreement to comply with the provisions of this Agreement and any and all policies and procedures as may be made available by the Recipient Company from time to time. For the avoidance of doubt, the Parties agree and accept that the obligations undertaken by the Service Provider by virtue of this Agreement shall be equally binding upon each Key Individual provided by the Service Provider to the Recipient Company as a result of this Agreement and that all warranties, promises, assurances and obligations provided by and/or applicable to the Service Provider as a result of this Agreement shall be equally applicable to and executed via the Key Individuals.
- 3.8. The Service Provider undertakes and warrants to provide to the Recipient Company any and all updates, changes and notifications as necessary regarding any and all information, documentation Key Individuals provided to the Recipient Company as a result of this Agreement and/or which could reasonably affect any Gaming Approval of the Recipient Company and/or its legal obligations, reputation and/or business interests.

3.9. The Service Provider shall procure that any and all Key Individuals carrying out the Services under this Agreement comply with the instructions and fulfill the obligations resulting from their roles as Key Individuals of the Recipient Company in accordance with the job descriptions and/or responsibilities relating to each respective Key Individual role forming part of the employment, agency, consultancy or other agreement entered into by and between the Service Provider and each respective Key Individuals as may be amended from time to time in particular to enable the Service Provider to fulfill its obligationsn under this Agreement.

3.10. The Service Provider accepts and undertakes that the relationship by and between the Parties and, the relationship by and between the Recipient Company and the Key Individuals shall be, during the Term of this Agreement, that of an independent contractor and save as expressly stated in this Agreement, nothing in this Agreement shall create, make or constitute any form of employment, agency, partenrship, representative or other relationship by and between the Parties and/or by and between the Recipient Company and the Key Individuals.

4. Rights of the Recipient Company

4.1. The Recipient Company may at its sole and absolute discretion at any time during the Term of this Agreement refuse the provision of the Services from any Key Individual/s provided by the Service Provider and in any such event, the Service Provider shall provide a suitable alternative/s to the Recipient Company.

4.2. The Recipient Company shall instruct, direct and assign roles and responsibilities either directly to the Key Individuals and/or through instructions, directions and/or requests made to the Service Provider.

5. Warranties of both Parties

5.1. Each Party warrants, represents and undertakes to the other Party that:

5.1.1.it has all necessary rights and authority to enter into this Agreement and this Agreement is executed by a duly authorised representative of that Party;

5.1.2.this Agreement will, when executed by that Party, constitute lawful, valid and binding obligations of it in accordance with its terms;

5.1.3.there are no claims or proceedings existing or pending with regard to any of its business that might affect its ability to meet and perform its obligations under this Agreement; and

5.1.4.the entering by it into this Agreement and the performance thereof, will not conflict with, or breach any other agreement or licence to which it is a party.

5.2. The Service Provider additionally warrants, represents and undertakes to the Recipient Company that:

5.2.1. it has full capacity, title and authority to assign to the Recipient Company the ownership, rights and interests referred to in clause 3 above and/or that its obligations

undertaken by virtue of the same clause 3 do not infringe the rights, interests and/or title of any Third Parties;

5.2.2. it has the required skills, expertise and reasonable diligence that are expected in the industry for the timely provision of the Gaming Software and the Services in accordance with the requirements, technical specifications and service levels agreed to by and between the Parties.

6. Fees & Costs

- 6.1. Subject to the Service Provider providing the Services in accordance with this Agreement and the Service Provider's observance of all of its obligations undertaken by virtue of this Agreement, the Recipient Company shall pay the Fees to the Service Provider in the Billing Currency for the Services rendered together with any and all direct and indirect costs and expenses reasonably incurred and receipted or documented for the provision of the same.
- 6.2. The Service Provider shall invoice the Recipient Company on a monthly basis in arrears in the Billing Currency from the Commencement Date for the payment of the Fees due for the Services rendered to the Recipient Company during the previous quarter. All such invoices shall include the total fee due for the previous month by the Recipient Company to the Service Provider. The Recipient Company shall not be liable for the payment of any invoice which is not compliant with any of the provisions and requirements of this clause 6.2.
- 6.3. The Recipient Company shall pay the Fees to the Service Provider monthly in arrears free from any deductions and withholdings. If any deduction or withholding is required by Applicable Law, the Recipient Company shall pay to the Service Provider such increased amount so as to cover such deduction or withholding.
- 6.4. All sums made payable pursuant to this Agreement are exclusive of VAT and/or any other applicable Taxes and any VAT and/or any other Taxes chargeable in respect of the Fees shall be paid by the Recipient Company to the Service Provider in addition to such sums.
- 6.5. Subject to clause 5.1 and 5.5, the Fees shall be settled in full by the Recipient Company within thirty (30) days from receipt of an invoice to the Service Provider's bank account as detailed on the invoice.
- 6.6. The Recipient Company must notify the Service Provider in writing within twenty (20) calendar days of receipt of an invoice if the Recipient Company considers such invoice incorrect or invalid for any reason, failing which the Recipient Company will make full payment in accordance with clause 6.5.
- 6.7. Should either Party fail or refuse to make any payment due to the other Party within the appropriate time frame and in the manner specified under this Agreement, each of the Parties shall be entitled to charge at its discretion an annual interest at the rate of eight per cent (8%) *per annum* calculated from the date when such amount is due to the date of payment.

7. Data Protection

- 7.1. For the purposes of this clause 5, the terms "process", "personal data", "data controller" and "data processor" shall have the meaning given to them in the relevant Data Protection Laws.
- 7.2. Each Party warrants to the other that it will process any personal data relating to its rights and obligations pursuant to this Agreement in compliance with the Data Protection Laws.
- 7.3. The Parties declare and accept that other than the personal data which is incidental to the signature of this Agreement and the execution thereof, with regard to which the provisions of sub-clause 6.2 shall apply by and between them, neither of the Parties shall process personal data pertaining to and/or supplied by the other Party in the course of the execution of its respective obligations under this Agreement. The Parties further agree and undertake that should there be any change to the effect that either of the Parties must process personal data provided by the other Party in the course of its execution of its obligations under this Agreement, the Parties shall enter into an apposite data protection agreement setting out the rights and obligations of each Party and all other required provisions.

8. Intellectual Property Rights

- 8.1. The Service Provider acknowledges and agrees and shall procure that its Key Individuals provided to the Recipient Company as a result of this Agreement acknowledge and agree that nothing in this Agreement shall confer, create and/or generate any right, licence and/or goodwill of any kind over and/or in relation to any and all IPR of the Recipient Company and that any and/all IPR created and/or generated by the Key Individuals during the Term of this Agreement shall be owned solely and exclusively by the Recipient Company.
- 8.2. Nothing in this Agreement and/or in the relationship between the Parties shall constitute or shall be deemed to constitute an assignment or transfer of any IPR from one Party to the other.

9. Liability

- 9.1. Nothing in this Agreement shall limit either Party's liability for: (i) death or personal injury resulting from its negligence, or that of its agents or sub-contractors (as applicable); (ii) fraud or fraudulent misrepresentation by it or its agents or sub-contractors (as applicable); (iii) in respect of the Recipient Company only, its obligation to pay the Fees; or (iv) any other liability to the extent that it cannot be excluded or limited by Applicable Law.
- 9.2. Except as expressly stated in this Agreement, all warranties, conditions and other terms whether express or implied by law or otherwise are hereby excluded to the extent permitted by Applicable Law.
- 9.3. Furthermore there shall be no limitation of liability in relation to losses resulting from the following events:

- 9.3.1.the Service Provider's breach of clauses 2 or 3 of the Service Terms; or
 - 9.3.2.the indemnities given by the Parties in clause 8.5; or
 - 9.3.3.breach by the Service Provider that causes the Recipient Company to lose any Gaming Approval.
- 9.4. Subject to clause 8.1, neither Party shall be liable to the other Party for:
- 9.4.1.any loss suffered to the extent caused by an Excusable Cause;
 - 9.4.2.any loss caused by a Force Majeure Event;
 - 9.4.3.any loss of profits, turnover, data, business opportunities, anticipated savings, loss of goodwill, loss of business or loss of reputation (in each case whether direct or indirect); or
 - 9.4.4.any indirect, special or consequential losses or damage,
- suffered or incurred by the other Party or any other person arising out of or in connection with this Agreement and even if foreseeable or if the other Party has been advised of their possibility.
- 9.5. Subject to clauses 8.6 and 8.7, each Party ("Breaching Party") shall indemnify and hold harmless the other Party ("Indemnified Party") on demand against all claims, actions, proceedings, and all losses, damages, fines, judgments, demands, fees, costs, expenses and liabilities of any nature (including legal fees and disbursements) arising out of or in connection with any Third Party Claim that the use of any IPR under this Agreement or receipt of the Services infringes the IPR of any Third Party subject to the following conditions:
- 9.5.1.the Indemnified Party shall promptly notify the Breaching Party in writing of any allegations of infringement of which it is aware and shall not make any admissions without the Breaching Party's prior written consent;
 - 9.5.2.the Indemnified Party, at the Breaching Party's request and expense, shall allow the Breaching Party to conduct and/or settle all negotiations and litigation resulting from any such claim subject to the Breaching Party taking over such conduct within fifteen (15) Business Days after being notified of the claim;
 - 9.5.3.the Indemnified Party shall, at the request of Breaching Party, give all reasonable assistance with such negotiations or litigation at the Breaching Party's expense; and
 - 9.5.4.the Indemnified Party shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.
- 9.6. Unless otherwise expressly stated in this Agreement this clause 8 sets out each Party's liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with this Agreement or arising from the exercise of any rights granted to it hereunder or otherwise in connection with this Agreement. Subject to clauses 8.1 and 8.2, the Recipient Company's liability in any consecutive twelve (12) month period shall be limited to the lesser of: (i) 100% of the charges and fees paid by the Recipient Company to the Service Provider during the twelve (12) months preceding the date on which the claim arose; and (ii) five hundred thousand Euro (€100,000); subject to a total limit of five hundred thousand Euro (€100,000) in aggregate during the Term. Nothing in

this Agreement shall be taken to exclude or limit the Service Provider's liability in contract, tort or otherwise for any damages, losses and/or fines incurred by the Recipient Company resulting directly or indirectly from the acts and/or omissions of the Service Provider.

9.7. Nothing in this clause or Agreement shall restrict or limit a Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim from the other Party.

9.8. The Recipient Company acknowledges that the liquidated damages set out in the SLA are a genuine pre-estimate of the loss likely to be suffered by the Recipient Company and shall be the Recipient Company's sole and exclusive remedy for the Service Provider's failure to meet the Service Availability requirements set out in the SLA.

9.9. The Service Provider:

9.9.1. does not give any warranties, undertakings or representations in respect of any Third Party Services; and

9.9.2. shall not have any liability (in contract, tort (including negligence) or otherwise) in relation to Third Party Services,

except that, to the extent the Service Provider obtains from the relevant Third Party Provider warranties and/or representations in respect of such Third Party Services, then the Service Provider shall pass on the benefit of those warranties and representations to the Recipient Company, subject always to the Service Provider's liability in respect of breach of such warranties and/or representations being limited to an amount received in respect of such breach by Service Provider from such Third Party Provider, after such amount has been equitably pro-rated among the Recipient Company and the Service Provider's other customers.

10. Term and termination

10.1. This Agreement shall be valid from the date of signature hereof and shall continue to be in full force and effect unless and until either of the Parties terminates this Agreement upon the provision of at least one hundred and eighty (180) days prior written notice to the other Party.

10.2. In addition to any other termination rights set forth in this Agreement, this Agreement may be terminated by either Party at any time by written notice to the other Party where:

10.2.1. the other Party commits a material breach of this Agreement, which is either irremediable or, where capable of remedy, the defaulting Party fails to remedy that breach within thirty (30) of a written notice being given to remedy such failure (and non-payment of any invoice by the due date shall be considered a material breach);

10.2.2. the other Party is subject to an Insolvency Event;

10.2.3. the other Party is prevented from performance of its obligations for a continuous period in excess of forty-five (45) Business Days due to a Force Majeure Event;

- 10.2.4. the other Party ceases to have full power to carry on all or a material part of its business activities as a result of a withdrawal of any Gaming Approval that is required for the performance of this Agreement; or
- 10.2.5. the other Party commits a breach of this Agreement which results in the terminating Party being notified in writing by any Gaming Authority that there is a reasonable likelihood that the terminating Party may lose a Gaming Approval, and the defaulting Party fails to remedy such act or omission within twenty (20) Business Days to the reasonable satisfaction of both the terminating Party and the Gaming Authority from the date of being called upon in writing to do so.
- 10.3. Without prejudice to any obligations or rights which have accrued to either Party at the Termination Date, upon termination of this Agreement for any reason:
- 10.3.1. all rights granted by a Party to the other Party under this Agreement shall cease;
- 10.3.2. the Recipient Company shall cease all activities authorised under this Agreement immediately save, with respect to the relevant Services, for a period of up to six (6) months in relation to any open bets placed prior to termination;
- 10.3.3. each Party shall immediately cease using the IPRs and other material owned by the other;
- 10.3.4. the Recipient Company and the Service Provider shall promptly (and in any case by not later than five (5) Business Days) pay to each other any sums due under this Agreement;
- 10.3.5. each Party shall promptly return to the other, any and all of such other Party's materials to which such other has a proprietary right and that are in its possession and/or in the possession of its Affiliates, agents, service providers or employees; and
- 10.3.6. each Party shall at its election, on request of the other Party in writing, destroy or return all copies of material provided under this Agreement and then in its possession, custody or control, including all Confidential Information and Customer Data, and, in the case of destruction, certify to the other Party that it has done so.
- 10.4. Save as set out in this clause 10, the Parties shall have no further obligations or rights under this Agreement after the Termination Date, save that clauses 6, 7, 8, 10, 11, 12, 13, 14, 16 and 23, paragraphs 3 and 0 of the Service Terms and those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after the end of the Term.

11. Confidentiality

- 11.1. Subject to clause 11.2, each Party (the "receiving party") undertakes that it will not, and will procure that none of its Affiliates will, at any time hereafter use, divulge or communicate to any person (except to its professional representatives or advisers and any employees, agents or subcontractors who need to access such information for the performance of the receiving party's obligations under this Agreement and provided that such Party shall inform each of them of, and procure their compliance with, this clause

10), the terms of this Agreement or any Confidential Information concerning the other Party or any Affiliate of such other Party ("disclosing party") which may have or may in the future come to its knowledge.

11.2. The obligation of confidentiality contained in clause 11.1 shall not apply to Confidential Information solely to the extent that such Confidential Information:

11.2.1. at the time of its disclosure by the disclosing party is already in the public domain, or which subsequently enters the public domain, other than by breach of this Agreement by the receiving party;

11.2.2. is at any time after the Commencement Date acquired by the receiving party from a Third Party having the right to disclose the same to the receiving party without breach of obligation owed by that Third Party to the disclosing party;

11.2.3. is required to be disclosed by Applicable Law or order of a Gaming Authority or Competent Authority, provided that any such disclosure is limited to that which is so required and prior to such disclosure the receiving party shall, wherever possible and permitted by Applicable Law, advise the disclosing party of the proposed form of the disclosure; or

11.2.4. is independently developed by the receiving party without reference to the Confidential Information of the disclosing party.

11.3. Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that the disclosing party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause 11, in addition to any damages or other remedy to which it may be entitled.

12. Audit and Cooperation

12.1. Each Party shall (and shall procure that its Affiliates shall), during the Term (and for at least three (3) years after the end of the Term, unless any Applicable Law dictates otherwise), maintain information, documents, records relating to the provision of the Services pursuant to this Agreement (the "Records").

12.2. Each Party (the "Audited Party") shall ensure that any recognised firm of auditors appointed by the other Party (the "Auditing Party") and approved by the Audited Party (such approval not to be unreasonable withheld) have, upon reasonable prior notice, and, not more than once in any twelve month period, reasonable access to the Audited Party's principal place of business to inspect and/or audit the Records (with the right to take reasonable copies) (an "Audit") during the Term and for three (3) years thereafter, provided that:

12.2.1. either Party may carry out additional Audits in any twelve (12) calendar month period where: (i) required by any Gaming Authority or otherwise in order to comply with Applicable Law; or (ii) that Party has reasonable grounds to suspect that the other Party has breached the terms and conditions of this Agreement to a material

extent, or has committed fraud, fraudulent misrepresentation or negligent misrepresentation; and

12.2.2. the Auditing Party shall ensure that all information, systems, documents and other materials accessed, inspected, audited or used in relation to any Audit (including any copies of the same) shall be treated as Confidential Information of the Audited Party.

12.3. If any Audit reveals a material breach of these terms and conditions by the Audited Party (or, where the Recipient Company is the Audited Party, an underpayment of Fees by the Recipient Company), the Audited Party shall reimburse the Auditing Party for the costs of such Audit, provided that the Auditing Party submits to the Audited Party reasonable evidence of such material breach (or underpayment of Fees, where the Recipient Company is the Audited Party). In respect of any underpayments by the Recipient Company revealed in any Audit conducted by the Service Provider, the Recipient Company shall make an appropriate correcting payment to the Service Provider within thirty (30) days of receipt of an invoice in respect of the same.

12.4. Each Party shall, upon written request, provide to the other Party all relevant information and documentation which is required by any Gaming Authority and shall cooperate in good faith with that Party for successful completion of any inquiry or due diligence as may be conducted from time to time.

12.5. An Auditing Party shall be responsible for all costs howsoever arising in relation to both Parties in connection with such relevant Audit.

13. Compliance and Change of Law

13.1. Each Party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all Applicable Law, including without limitation any and all related anti-money laundering and counter-terrorism financing and data protection requirements of any Applicable Law.

13.2. On a Party becoming aware of any facts (the "Notifying Party") that could give rise to a claim or an investigation by a Competent Authority and/or a Gaming Authority that provision of the Service is contrary to Applicable Law ("Regulatory Claim"), such Party shall promptly notify the other Party ("Other Party") in writing of the Regulatory Claim or potential Regulatory Claim together with all relevant facts. Upon receipt of such notice, the Parties shall convene an urgent meeting to determine how to mitigate any losses which may arise from such Regulatory Claim and how to approach and make representations to such Competent Authority and/or Gaming Authority. Neither party shall make any admissions or any settlement in respect of any Regulatory Claim or potential Regulatory Claim without prior discussion with the other Party.

13.3. Each Party shall be responsible for obtaining the necessary Gaming Approvals, where applicable, to carry out its respective obligations under this Agreement.

13.4. The Recipient Company warrants and represents to the Service Provider that:

- 13.4.1. it, and each of its Affiliates, shall maintain throughout the Term all Gaming Approvals and all other permissions, licences and consents necessary to: (i) use and offer the Service in the Territories and (ii) perform any marketing and promotional activities it carries out in such Territories; and
- 13.4.2. it shall promptly notify the Service Provider in the event of any changes to any Gaming Approval (including any Gaming Approval held by any of its Affiliates);
- 13.5. The Service Provider warrants and represents to the Recipient Company that:
- 13.5.1. it, has obtained and shall maintain throughout the Term, any and all permissions, licences and consents necessary to provide the Services to the Recipient Company;
- 13.5.2. it and each of its Affiliates shall be lawfully entitled to conduct its business in accordance with Applicable Law; and
- 13.5.3. it shall promptly notify the Recipient Company in the event of any changes to any such permissions, licences and consents necessary to provide its Services to the Recipient Company;
- 13.6. If either Party becomes aware of any Change of Law which may impact the legality of the Service Provider providing the Service to the Recipient Company:
- 13.6.1. such Party shall, within five (5) Business Days of becoming aware of that Change of Law, provide written confirmation and reasonable evidence of the Change of Law to the other Party and the known or anticipated impact of the Change of Law; and
- 13.6.2. the Parties shall come to an agreement in writing reflecting the changes, if any, required to be made to this Agreement and/or any other action as may prove to be necessary in light of the Change of Law, which may according to circumstances include the suspension or termination of this Agreement.
- 13.7. No Party shall be responsible for its failure to perform any obligation under this Agreement to the extent that it arises out of a Change of Law, provided that such Party:
- 13.7.1. takes all reasonable steps to overcome and mitigate the effects of the Change of Law as soon as reasonably practicable after becoming aware that such a Change of Law is to be made; and
- 13.7.2. complies with clause 13.8.

14. Suspension

- 14.1. Without prejudice to its other rights under this Agreement, either Party may, in their reasonable discretion, elect to suspend the Service (or part of the Service in any Territory) in the following events:
- 14.1.1. upon the receipt by either Party of an opinion from independent counsel which provides that: (i) either Party is in breach of clause 13.1; (ii) the Recipient Company is in breach of clause 13.6.1; or (iii) the Recipient Company's use of the Services (or parts thereof) may be considered illegal, unlawful or entail any type of civil or criminal liability to the Service Provider. Either Party reserves the right to resolve the breach described therein within seven (7) Business Days after the date on which the opinion

- 21.2.1. by hand to the relevant address and shall be deemed to have been served upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time; or
- 21.2.2. by prepaid first-class post to the relevant address and shall be deemed to have been served at the start of the second Business Day after the date of posting; or
- 21.2.3. by prepaid international signed for airmail to the relevant address set out below and shall be deemed to have been served at the start of the fourth Business Day after the date of posting; or
- 21.2.4. by sending the Notice to the email address set out below and shall be deemed served at noon on the Business Day after the email was sent, provided that in proving service, it shall be sufficient to produce a computer printout indicating that the message was sent to the recipient's email address and that a copy of the Notice is also despatched to the recipient using one of the methods described above no later than the end of the next Business Day.
- 21.3. This clause does not apply to a notice given in legal proceedings, arbitration or other dispute resolution proceedings.

21.4. Addresses for service:

Recipient Company	Service Provider
Name: Attn: Hagai Posner	Name: Attn: Gouloud Hammoud (Director)
Address: Level 0/A, Centris Business Gateway, Triq is-Salib tal-Imriehel, Zone 3, Central Business District, Birkirkara CBD 3020	Address: Kaya Richard J. Beaujon Z/N, Curacao
Email: compliance@wearecasino.com	Email: gouloud.hammoud@g-force-corporate-services.com

22. Dispute resolution

- 22.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement (the "Dispute") within fifteen (15) Business Days of either Party notifying the other of the Dispute and such efforts shall involve the escalation of the Dispute to a senior manager or director (or equivalent) of each Party. If the Dispute cannot be resolved by the Parties pursuant to this clause the Parties shall refer it to arbitration pursuant to the procedure set out in clause 22.2 below. The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a Dispute to arbitration and each Party, its subcontractors and their officers, employees and agents shall comply fully with the requirements of this Agreement at all times subject to the terms of the Agreement.
- 22.2. Following escalation in accordance with clause 22.1, any unresolved Dispute shall be referred to and finally resolved by arbitration under the Malta Arbitration Act, Chapter

387 of the Laws of Malta and any and all subsidiary legislation enacted under the said Act containing rules on arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. The seat or legal place of arbitration shall be Malta and the language to be used in the arbitration shall be English, and the arbitration shall be conducted in complete confidence.

22.3. The Parties agree for the purpose of the enforcement of any arbitral award issued hereunder to submit to the jurisdiction of any court in any jurisdiction in which such Party has assets, and for such purpose waive any defence of absence of jurisdiction in any such court for such purpose.

22.4. Nothing in this clause shall prevent the Parties from seeking from any Competent Authority an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23. General

23.1. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

23.2. No announcement, communication or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a Party without the prior written consent of the other Party, except as permitted in accordance with clause 10. The Parties shall make an agreed joint press release promptly upon signing of this Agreement.

23.3. Nothing in this Agreement and no action taken by the Parties in connection with it will create a partnership or joint venture between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

23.4. Each Party will bear its own costs and expenses incurred in connection with or arising out of the negotiation, preparation and execution of this Agreement.

23.5. This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the laws of Malta.

This Agreement has been duly signed on the date written at the beginning of this Agreement.

from independent counsel is received. If the breach has not been resolved within seven (7) Business Days or either Party disputes the grounds for such suspension, either Party may submit the issue to binding arbitration in accordance with this Agreement and the suspension shall continue until the issue is resolved by the arbitrator; or

14.1.2. if either Party receives a lawful order or notice by a Competent Authority and/or a Gaming Authority to cease and desist the total or partial execution, delivery and/or receipt of the Service or indication from a Gaming Authority that the Recipient Company may be totally or partially in contravention of Applicable Law. The suspension mentioned in this clause shall continue until either any relevant investigation has finalised or a Gaming Authority, having given notice as indicated herein, has revoked such order or notice.

14.2. In the events of suspension mentioned in clause 13.1, all obligations of the Parties under this Agreement for the relevant territory to which the suspension pertains shall also be suspended without liability for either Party and both Parties agree to cooperate in good faith with each other as necessary to effect the suspension with the lesser damages or consequences possible.

15. Succession, Assignment and subcontracting

15.1. This Agreement will be binding upon the Parties hereto and will inure to the benefit of each Party's successors and permitted assigns.

15.2. Unless agreed otherwise in writing, neither Party shall assign any of its rights or obligations under this Agreement, without the prior written consent of the other Party (such consent not to be unreasonably withheld). The Service Provider may subcontract the provision of the Service to its Affiliates.

16. Non-solicitation

Except as provided under the Agreement or otherwise than as a result of normal recruiting procedures which are not targeted at any particular person, neither Party shall, and shall ensure that its Affiliates do not, solicit or offer employment to, or accept services from, an employee of the other Party during the Term or for a period of one (1) calendar year thereafter, without the prior written consent of the other Party.

17. Force Majeure

A Party shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to a Force Majeure Event and the time for performance of that obligation shall be extended by a reasonable time.

18. Waiver

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

19. Entire Agreement and Severability

19.1. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

19.1.1. the Recipient Company has not entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the Service Provider or any other person and whether made to Recipient Company or any other person) which is not expressly set out in this Agreement;

19.1.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract; and

19.1.3. nothing in this clause 18.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

19.2. If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

20. Variation

No variation of this Agreement will be valid or effective unless made in writing, referring to this Agreement and duly signed by, or on behalf of, each Party.

21. Notice

21.1. Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this Agreement (each a "Notice") must be in the English language, legible and in writing (which includes email) and be signed by, or on behalf of, the Party giving it.

21.2. A Notice must be served by one of the following methods (and all references to time are to the local time at the place of deemed receipt):

SCHEDULE 1

COMMERCIAL TERMS

The Fees due for the provision of the Services shall be calculated as follows:

Fee calculation
Key Individuals' gross annual salary / remuneration due for services rendered + Direct and Indirect costs and expenses reasonably incurred (duly receipted / documented) + 10% mark-up

SCHEDULE 2

DESCRIPTION OF SERVICES

The Service Provider shall provide consultancy Services to the Recipient Company via Key Individuals in the fields of IT, Legal & Compliance, Finance, Operations Support, Sales, Management and any and all other areas as may be required by the Recipient Company and which the Service Provider is capable and willing to provide from time to time.



Signed by

a duly authorised signatory for and on behalf of the Service Provider



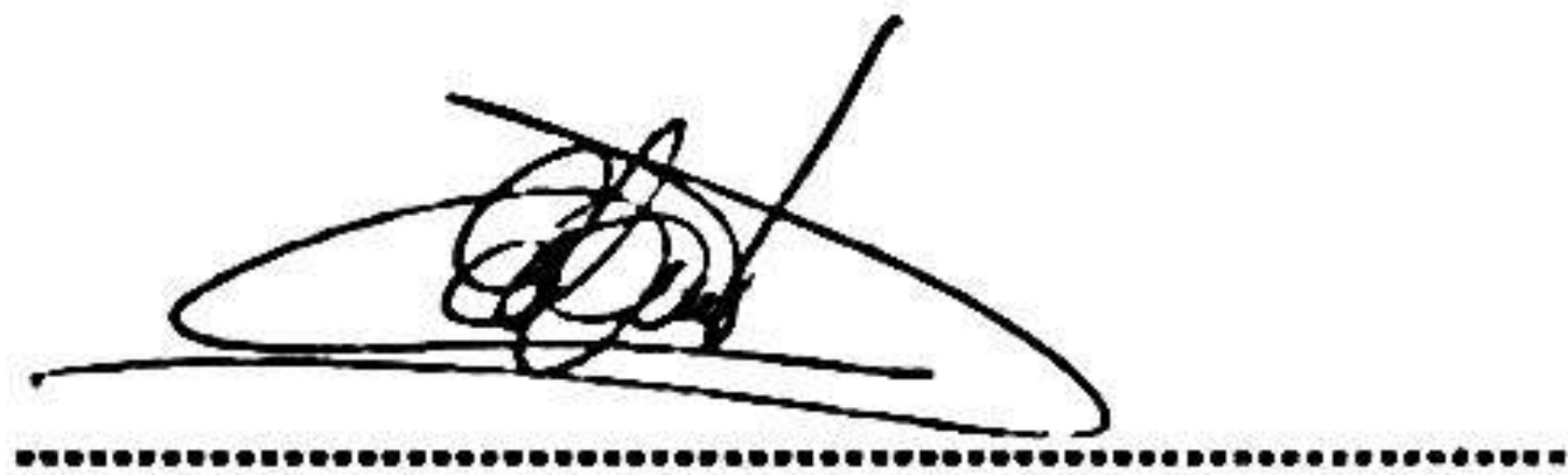
Signature

Name:

Date: 1st November 2022

Signed by

a duly authorised signatory for and on behalf of the Recipient Company



Signature

Name: Gouloud Hammoud f/obo Global Related Services B.V.

Director f/obo WAC MEDIA N.V.

Date: 1st November 2022