

SOFTWARE LICENSE AGREEMENT No. 03012018

Dated: 3 January 2018 (the "Effective Date")

This Software License Agreement No. 03012018 (the "Agreement") is made by and between:

EVOPLAY LLP, a company incorporated and duly registered under the laws of United Kingdom, with company's registration No. OC394908, having its registered address: 80 Sidney Street, Folkestone, Kent, England, CT19 6HQ, United Kingdom, represented by the Partnership Director, Paradisefield International Ltd. (the "Licensor"), and

INTELLIGENT INNOVATIONS N.V., a company incorporated and duly registered under the laws of Curacao, with company's registration No. 142065, having its registered address at E-Commerce Park Vredenberg, Curacao, represented by the Managing Director, EMS Management Services N.V. (the "Licensee"),

hereinafter collectively referred to as the "Parties", and separately the "Party" have jointly agreed on the following:

NOW, THEREFORE, in consideration of the promises and arrangements set forth herein, the Parties intend to enter and execute present B2B contractual arrangement and agreed as follows:

1 DEFINITIONS AND INTERPRETATION.

1.1. In this Agreement, the following terms shall have the following meanings:

"Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

"Agreement" means this Software License Agreement No. 03012018, with all Schedules, additional agreements, addendums, updates, attachments and other documents hereto, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument (i.e. contractual arrangement).

"Applicable Law" means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties, Operator(s) and End User hereto or to any activity of any of the Parties hereto, and/or to any jurisdiction, territory or state hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any state authority (as the case may be). For the sake of clarity, Governing Law hereunder shall have its own meaning, different from Applicable Law.

"Confidential Information" means any (i) information and/or data of every kind relating to the business of the Licensor/Licensee and/or to the Licensed Software provided into Use under the present Agreement; and/or (ii) information or data of any kind relating to the Intellectual Property Rights and/or Licensed Software hereto provided under the present Agreement; and/or (iii) information of one Party of the Agreement (the "Disclosing Party"), which is provided to the other party (the "Receiving Party") (including Party's affiliates, employees, agents, subcontractors, advisors, attorneys, authorized representatives in connection with the performance of Party's obligations under this Agreement); and/or (iv) all communication between the Parties or their authorized representatives, which is connected to the present Agreement.

For the sake of clarity all Confidential Information hereunder could be provided in the form of materials (whether or not recorded, in oral, written, graphic, machine-readable, electronic or in any other form) (the "Confidential Materials").

"End User" means the individual or ultimate consumer of Licensed Software, who is allowed to access and use provided Licensed Software through Gaming Platform by granting to him/her a personal (single), non-exclusive, non-transferable license to Use Licensed Software via End User's personal account at the indicated Gaming Platform or by other similar means whatsoever.

"First Line Support" means support provided to the Licensee's End Users by telephone, e-mail or instant chat, regarding technical and functional matters relating to End User's use of the games.

"Licensed Software" means online and/or internet software, owned and solely possessed by the Licensor, and which Licensor grants to Licensee into Use under the terms and conditions set out in this Agreement, and in particular includes list of on-line games, which shall be separately determined in the Schedule 1 "List of Licensed Games" (the "Schedule 1") hereto.

"Gross Income" means the total generated revenues, receipts, money or other consideration directly or indirectly obtained, charged, collected or in any other way received by Licensee from the Use (provision into Use) of the Licensed Software in each calendar month. For the sake of clarity, under the Gross Income Parties hereunder shall understand all income, which: (i) is generated before deducting expenses, taxes and other duties, required under Applicable Law; and (ii) is combined only from fiduciary currency.

"Gaming Platform" means specifically designed virtual (Internet-based platform), which: (i) is fully operated, controlled, owned or maintained by the Operator(s) or Licensee (as the case may be); and (ii) where relevant Licensed Software shall be integrated; and (iii) where End Users are granted with access to Use the Licensed Software (in particular, on-line games).

"Intellectual Property" means all inventions, copyrights, goodwill, reputation, marks, trade dress, data base rights, applications for any of the above, moulds, get-ups, logos, know-how, domain names, devices and graphic displays, digital and other artwork, sequences of digital or photographic images both coded and visual, sounds however stored and played, and/or other copyright works in relation to the Licensed Software (whether registered or not), as well as registered game (Evo) engine for Licensed Software indicated in the **Schedule 1**, the source code and its design, architecture of the software, look and feel of the software, trade secrets including details of performance or design of the Licensed Software.

"Intellectual Property Rights" means patents, design rights, trademarks, service marks, certification marks, trade names, domain names, copyrights, mask works, moral rights and all other property rights (and similar or equivalent rights or forms of protection) which subsist now or will subsist in the future), statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world, and whether or not registered or registrable, and to the fullest extent thereof, and for the full period thereof, and all extensions and renewal thereof, and all applications for registration thereof and all rights and interest thereto.

"Issue" means an operational failure or impairment of any Licensor Games as categorized in accordance with this Agreement:

a) **Critical Issue** - Means Licensor Games is non-functional or a major portion of the Licensor Games is not accessible by a significant number of End Users, including, by way of example, a system outage, critical functionality not available, corruption of data or repeated loss of data, repeated software failures resulting in frequent interruption of service.

b) **Medium Level Issue** - means (i) any service-affecting incidents having a more than minor impact on Licensor Games functions; (ii) general questions, information request or features; (iii) problems requiring additional work to operate and to maintain the Game; (iv) inquiries regarding the abnormal behaviour; or (v) the Licensee inquiries which cannot be solved by the reasonable efforts of the Licensee's support personnel. The Licensee's IT/support teams shall escalate Issues from Low Level to Medium Level at their complete discretion.

c) **Low Level Issue** - means minor service-affecting incidents having a minor, non-material effect on Game functions and features.

"Launch Date" means the calendar date when the Licensed Software hereto or any component thereof is firstly made available to the Licensee for Use.

"License" shall have the meaning given in the Article 2.

"Monthly License Fee" shall have the meaning given in the Article 5.

"Minimum License Fee" shall be agreed by the Parties separately.

"Operator(s)" means either legal entity, or any other corporate entity, partnership, joint venture of any kind whatsoever, (i) which shall be solely chosen by Licensee; and (ii) to whom the Licensed Software shall be sub-licensed into Use under separate sub-licensing agreement(s) concluded between Operator(s) and the Licensee for the purposes of following provision of on-line games to End-Users (B2C).

"Term" means the term of this Agreement, the aggregate of the Initial Term and any renewal terms past and current (if applicable).

"Initial Term" means 1 (one) calendar year from the **Effective Date** indicated above.

"Use" means hereunder any: (i) sub-licensing of the Licensed Software by the Licensee within gaming marketplace to the Operator(s); and/or (ii) integration of the Licensed Software into Gaming Platform; and/or (iii) loading and playing Licensed Software by the End Users within Gaming Platform. Depending on each specific context of each clause, the term "Use" may additionally include the following features: provision into load or load itself, performance of installation or installation itself, execution, processing, running, storage, transmission, sub-licensing, display, keep in working order and copy (strictly and only for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order).

"Wins" means the aggregate amount won by End Users playing the games forming part of the Licensed Software in each relevant calendar month.

1.2. The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.3. If there is any inconsistency or conflict between this Agreement and any Schedule hereto, then this Agreement will at all times prevail.

2 SOFTWARE LICENSE.

Subject of the Agreement.

2.1. Subject to the terms and conditions of this Agreement, including payment of all applicable Monthly License Fees or Minimum License Fee (as the case may be), Licensors hereby grants to the Licensee solely for the purposes of the present Agreement a limited, non-exclusive, royalty-bearing license for the Licensed Software, capable of further sub-licensing for Use (the "License"). The authorities and rights granted by the present License to the Licensee shall include:

- i. Right to Use Licensed Software hereto; and/or
- ii. Right to sublicense the Licensed Software and any other software supplied as part of it in accordance with the terms and conditions further set out in this Agreement, to the Operator(s) and other third parties;
- iii. Right to make the Licensed Software available to the End Users through Gaming Platform.

Restrictions for usage of the License.

2.2. Licensee is hereby granted only with the right of sub-licensing of Licensed Software to the Operator(s). The Licensee shall have no right to assign or otherwise transfer its rights.

2.3. Licensee shall (i) not copy, modify, distribute, sell, transfer, decode, adapt, transcript, decompile, disassemble, translate, convert, deliberately or negligently corrupt or erase, lease, assign, reverse engineer of the Licensed Software or part thereof; and/or (ii) not prepare any and all collateral works or projects, via incorporation of the Licensed Software or part thereof; and/or (iii) not use the Licensed Software or part thereof (in each case) to design software with similar or competitive functionality; and (iv) shall not allow in any circumstances Operator(s) or any other party (in case of conclusion a sub-licensing agreement(s)) to perform actions indicated in the sub-clause (i), (ii) and (iii) of this clause 2.3.

2.4. The Licensee hereby acknowledges that it shall not Use and/or allow End User and/or Operator(s) to Use the Licensed Software provided hereunder in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal or in any other way, which discredits, damages or causes loss to Licensors and/or Licensors's goodwill, reputation or Intellectual Property Rights.

2.5. Parties hereunder understand that all provided hereunder Licensed Software or any part thereof could be prohibited or restricted within certain state and/or territory and/or jurisdiction. For the sake of clarity, the list of certain states/territories/jurisdictions shall be separately agreed in the Schedule 2 "Restricted Territories/States/Jurisdictions" (the "Schedule 2").

Ownership.

2.6. Licensors grants no other rights than those expressly specified in the clause 2.1 above (in particular, no rights of ownership), along with restrictions and limitations provided in the clauses 2.2 – 2.5 hereabove.

2.7. Nothing in this Agreement shall prohibit Licensors from using, developing, marketing, licensing (sub-licensing), disposing of or otherwise exploiting the Licensed Software in any manner, anywhere in the world.

2.8. Licensors is not prohibited or prevented from entering into any agreement (including any similar software license agreements as the case may be) or negotiations with any other third party regarding all or any Licensed Software determined in this Agreement, including with respect to supplying/licensing/selling any of the provided Licensed Software or pursuing its business in whatever manner it elects.

2.9. All rights and interest in and to the Licensed Software or any part thereof including Intellectual Property Rights (as defined in this agreement) in any copies thereof, and all documentation, code and logic, which describes and/or comprises the Licensed Software, and any updates or upgrades are and shall remain the sole property of Licensors and/or its respective licensors, as applicable.

Change of Licensed Software's Content.

2.10. Licensors reserves the right at its sole discretion to remove any part of provided Licensed Software, according to the list, indicated in the Schedule 1 hereto, provided a 5 (five) days prior written notice to the Licensee has been duly submitted by the Licensors.

2.11. The Licensee hereunder agrees, understands and hereby fully indemnifies Licensors from any direct and indirect losses (e.g. loss of profit, claims from End Users and/or Operator), which may appear to the Licensee in connection with any changes to the Licensed Software's content pursuant to clause 2.10 above.

Updates and Upgrades of Licensed Software.

2.12. Licensors reserves the right at any time within the Term of the present Agreement to launch, design, execute or process updates, upgrades or modifications of provided Licensed Software hereto in whole or in part. Parties hereunder agreed, that certain updates and upgrades of the Licensed Software shall be performed solely by the Licensors and on the free of charge basis.

8 PARTIES' LIABILITY.

Licensee's liability.

3.1 Licensee is fully responsible for (i) all day-to-day operational activity of the Licensed Software, including but not limited to, maintenance of Gaming Platform (as the case may be), marketing, customer and technical support, payment management, payment of End User's funds, winning and jackpots of any kinds, performance of End User's funds management, including collection of the fees from End Users and/or other third parties (if applicable), as well as payment of all respective winnings (if applicable); and/or (ii) bearing all costs and expenses in respect of obtaining and retaining within the Term all necessary permits, licenses, consents or other authorizations required under Applicable Law to Use or provide into Use the Licensed Software to the Operator(s) and/or End User (as the case may be). Software approval required in a particular state/territory where Licensee wishes to Use or provide into Use the Licensed Software is by default the responsibility of Licensee. Licensee is responsible for obtaining any required licenses for the operation of the Licensed Software and/or Gaming Platform from applicable authorities before Launch Date; and/or (iii) adherence and check of Licensed Software's compliance within specific jurisdictions/territories and/or states; and/or (iv) provision into Use and sub-licensing of Licensed Software to the Operator(s), along with its further placement within Gaming Platform.

3.2 The Licensee hereby fully indemnifies the Licensor, the Licensor's Affiliates (if any) and each of their associates, directors, officers, employees and agents for any breach of Applicable Law or breach of clause 6.2 by the Licensee in connection with this Agreement.

Licensor's liability.

3.3 Licensor shall be fully liable for violation of its obligations and covenants in connection with this Agreement howsoever arising (including by way of negligence, misconduct, contract, tort, or any other theory of law, as well as including all collateral attorney fees), but in any case not more than aggravated amount of EUR 20 000.00 (twenty thousand Euros and 00 eurocents).

4 LICENSOR'S COVENANTS.

4.1 The Licensor hereby acknowledges and certifies that it is in a good standing, and neither bankruptcy, nor any other winding up or liquidation procedure have been initiated with regard to it on the Effective Date.

4.2 The Licensor hereby certifies that has a true and lawful intention to license the Licensed Software to the Licensee, and has all effective permits, approvals, certificates and other relevant documents, which shall be sufficient for performance of such a License.

4.3 The Licensor hereby acknowledges and certifies that is deemed to be a true and sole proprietor and owner of Licensed Software, indicated in the Schedule 1.

4.4 The Licensor hereby acknowledges and the Licensee hereby confirms that Licensed Software before the Effective Date has been duly tested and technically monitored, consequently neither virus, nor any other logic bomb, mistake, worm, time bomb, trap door, key or other harmful components whatsoever (the "Harmful Components") shall be attributable to the Licensed Software provided hereunder.

4.5 The Licensor hereby informs and the Licensee confirms that certain Licensed Software, indicated in the Schedule 1 hereto could be played in different currencies, and one currency from time to time may be more favorable than the same game in the other currency. Such a case shall be subject to the sole responsibility of the Licensee.

4.6 If the Licensed Software is played in a currency other than EUR, all relevant currency conversions from such other currency into EUR (with respect to the reports to be prepared and the fees to be calculated and paid pursuant to Article 5) shall be done on a daily basis using the relevant daily exchange rates.

5 FEES AND PAYMENT PROVISIONS.

Monthly License Fee.

5.1 In consideration of the License granted herein into Use and for the Term of this Agreement, Licensee will pay to Licensor, in the manner designated in this Agreement, a Monthly License Fee (the "Monthly License Fee"), which shall be calculated based on the following algorithm:

$$\text{Monthly License Fee} = (\text{Gross Income} - \text{Wins}) \times \text{Royalty Rate}$$

Where, Royalty Rate constitutes 5 % (five percent),

Gross Income and Wins calculated according to the clauses 5.9 – 5.10 below.

5.2 The Monthly License Fee shall be calculated in EUR, or in any other currency agreed in writing by both Parties.

5.3 No tax or state deductions, duties or charges whatsoever shall be allowed from Monthly License Fee, except for Wins. Without prejudice to the generality of the above mentioned, gaming and other taxes applicable in any jurisdiction to the operation of the Licensed Software shall not be deducted from the Gross Income. In case in terms of Applicable Law by which the Licensee is required to deduct withholding or other gaming taxes (if applicable) from the Gross Income before paying Monthly License Fee to Licensor and the Licensee makes such deduction, the Monthly License Fee shall be adjusted so that the amount paid to Licensor remains as stated in the table above.

5.4 Parties hereunder agreed that within the Term of the present Agreement additional fees could be added along with Monthly License Fee, as well as Royalty Rate could be changed, provided such changes agreed separately by Parties in writing.

5.5 Without prejudice to the clause 5.4 above, Parties may additionally agree in writing specific target(s) or goal(s), which shall be achieved by the Licensee for indicated monthly or other reporting period (separately agreed by the Parties in writing) and which shall be closely connected to the Licensed Software (e.g. distribution of Licensed Software within specific state/territory/jurisdiction, receipt of relevant rate of Gross Income for certain game etc.).

Order of Payment.

5.6 All Monthly License Fees in connection to the present Agreement shall be paid by the Licensee on the basis of the issued invoices of the the Licensor within fifteen (15) business days from the date of the receipt of the relevant invoice.

5.7 The Monthly License Fee shall be exclusive of VAT, bank charges and expenses. In the event Licensor is required by Applicable Law and/or by certain banking (financial) institution to pay VAT/bank commissions, then the payment due will be increased by the amount of the VAT rate and/or other relevant charges and duties.

5.8 The Monthly License Fee is deemed to be paid by the Licensee, provided the accurate Monthly License Fee is timely charged from the Licensee's bank account and transferred to the Licensor's bank account, indicated below:

Licensor's bank details:

Beneficiary Bank: CIM Banque Swiss

Beneficiary Bank Address: Rue Merle d'Aubigné 16, 1207 Geneva - Switzerland

Account No.: 10.642648_5

SWIFT: CIMMCHGG

Calculation of Gross Income and Wins.

5.9 Gross Income generated by the Licensee, which obtained from sub-licensing of Licensed Software to the Operator(s), as well as Wins granted to End Users (if applicable), shall be fixed and tracked via specifically designated internal tracking system, which shall be maintained and prepared by the Licensee on the Launch Date (the "Tracking System").

6 LICENSEE RIGHTS AND OBLIGATIONS

6.1 Gaming Licence. The Licensee is solely responsible for obtaining all required licences, permits, approvals and/or certification required by any regulatory authority for its operation of the games before Launch of the games on the gaming sites, and to maintain the said licences, permits, approvals and/or certification required by any regulatory authority for the entire term of this Agreement. Any expenses whatsoever incurred for the obtainment of such approval shall be borne in full by the Licensee.

6.2 Restricted Territories. The Licensee agrees to block all End Users located in the Restricted Territories, as defined in Schedule 2, from being able to access the Gaming Platform and games forming part of the Licensed Software and the Licensee will not provide games for real money to any End Users located in Restricted Territories using any resources or software supplied and / or provided by Licensor.

The Licensor retains the right to request the Licensee to block additional End Users from other territories during the Initial Term and afterwards. The Licensee agrees to block End Users from any additional territories as requested in writings by Licensee within ten (10) days of receipt of Licensor's request. Any additional territories requested to be blocked by Licensor will become Restricted Territories for the purposes of this Agreement.

The Licensee acknowledges that all the responsibility in respect of the functionality to block illegal End Users lies firmly with the Licensee. The Licensor can therefore not be held responsible in any manner in respect of such illegal End Users.

6.3 First Line Support. The Licensee will be responsible for providing its End Users with First Line Support for the games.

6.4 **Fraud Control.** The Licensee is responsible for maintaining strict fraud control to ensure that chargebacks and other fraudulent behaviour is minimized. Such measures shall include but shall not be limited to, limiting deposits and obtaining verification of details.

6.5 **Marketing.** The Licensee agrees to use reasonable endeavours to market the selected games to both new and existing End Users and will do so in accordance with Applicable Law.

6.6 **Licensor's Information.** The Licensor shall include a branded game loader stating the provider of the games and the Licensee agrees to display it each time a game is launched by the End User.

6.7 **Compliance with Applicable Law.** The Licensee represents, warrants and covenants that it will at all times perform its obligations under this Agreement in accordance with Applicable Law.

6.8 **Good Standing.** The Licensee hereby acknowledges and certifies that it is in a good standing, and neither bankruptcy, nor any other winding up or liquidation procedure have been initiated with regard to it on the Effective Date.

7 INTELLECTUAL PROPERTY.

7.1 It is clearly understood that all Intellectual Property Rights in respect to the Licensed Software provided into Use hereto, remain the exclusive and sole property of Licensor. For greater certainty the Parties hereof confirm that all Intellectual Property provided into Use by Licensor hereof, as well as all its Intellectual Property Rights, remains the sole property of Licensor after this Agreement is terminated.

7.2 All Intellectual Property Rights for the Licensed Software (in all additions, corrections, updates and improvements thereto), will at all times remain the sole property of Licensor. The Licensee also covenants that at any time during effectiveness of the present Agreement and/or after its termination, the Licensee shall not disclose to the Operator(s) and/or any other third parties, firm or company, particulars of any Intellectual Property Rights and/or Intellectual Property of Licensor. Such a disclosure, if otherwise in written authorized by the Licensor, shall be treated as an infringement of Intellectual Property Rights of the Licensor hereto.

8 SUPPORT AND MAINTENANCE SERVICES.

8.1 The Licensor hereby agrees to provide the Licensee with the support and maintenance services during its business hours (Monday to Friday working days, 9:00 a.m. – 5:00 p.m. CET).

8.2 The support provided by Licensor includes: remote maintenance services, bug fixes, updates, and upgrades contemporaneous. The support services are limited to issues related to the Games and Gaming Platform (if any). Maintenance or support in respect of connectivity problems, hardware related issues, damage to data centre infrastructure, DDOS attacks and similar is not the subject matter of this Agreement and will not be included in the support services.

8.3 Each issue will have an appropriate severity level attributed to it by the Licensee such that that issue is categorized as a Critical Issue, Medium Level Issue, or a Low Level Issue:

8.4 The support Services will be provided by the Licensor in accordance with the response times as set out below:

Issue Category	Response
Critical Issues	within four (4) hours of report and will commit resources during business hours basis including bank and public holidays until an acceptable resolution is achieved
Medium Level Issues	within three (3) business days of reporting and will commit acceptable resources to ensuring an acceptable resolution is achieved as quickly as is reasonably possible thereafter.
Low Level Issues	within ten (10) business days of reporting and shall inform the Licensee of such plans.

9 ASSIGNMENT.

9.1 Neither Party shall assign or otherwise transfer this Agreement and/or rights and obligations hereof whether in whole or in part, without the other Party's prior written consent.

10 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION.

10.1 Each Party undertakes to and agrees with the other Party as follows:

10.1.1 to hold any Confidential Information disclosed by, belonging to or about the other Party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorised and permitted pursuant to the terms of this Agreement or requirements of Applicable Law), without the other Party's prior written consent;

10.1.2 only to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement;

10.1.3 upon written demand from the disclosing Party: (i) receiving Party is entitled to return Confidential Information earlier disclosed (and any copies, if earlier provided) or (ii) receiving Party is entitled to confirm to the other Party in writing that it has destroyed earlier obtained Confidential Information.

10.2 This clause constitutes an on-going and continuing provision of this Agreement and shall endure beyond the termination of this Agreement for the period of 3 (three) consecutive calendar years, from such Termination Date.

10.3 Each Party hereunder shall procure that all persons associated with either Party, whether as directors, employees, accountants, attorneys or advisers, comply with the provisions of this Article 10.

11 TERM.

General.

11.1 The present Agreement is duly executed by both Parties for the period of Initial Term, which is indicated hereabove, unless is not earlier terminated by either Party or duly prolonged.

11.2 Licensee hereunder agrees that any sub-license agreement(s) concluded with Operator(s) after the Effective Date of the present Agreement shall be concluded for the term, which is not exceeding the Initial Term, including all its prolongations.

Prolongation.

11.3 The Initial Term of the present Agreement shall be automatically prolonged, unless either Party informs the other Party in writing of such a termination 1 (one) calendar month prior to the last calendar date of the Initial Term (the "Termination Date").

Termination without Cause.

11.4 After the Initial Term, this Agreement could be terminated by either Party (the "Aggrieved Party") via sending to the other Party 1 (one) month prior written notice.

11.5 In such a case the Agreement is deemed to be terminated on the last calendar day of certain 1 (one) month notification period, provided that (i) all financial obligations are duly performed by both Parties on a pro-rata basis; (ii) all received Confidential Materials/Information is duly returned to the Disclosing Party (if earlier provided); and (iii) the deny in access to the Licensed Software is performed by the Licensee (but in any case not earlier such an intended termination date). Following termination of the Agreement, access to the Licensed Software shall be denied to the Licensee, Operator(s) and End Users (if applicable).

Termination for Cause.

11.6 Either Party may terminate present Agreement immediately, provided one or several circumstances below occur:

11.6.1 the either Party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within 10 (ten) calendar days of the Aggrieved Party giving notice to the other Party to remedy such failure;

11.6.2 if any bankruptcy or insolvency proceedings are commenced against the other Party or any steps are taken with a view to proposing (under provision of any Applicable Law) any kind of composition, scheme of arrangement, compromise or arrangement involving the other Party or the other Party's creditors or any class of them.

11.7 In such a case: (i) access to the Licensed Software shall be denied immediately to the Licensee and End Users since occurrence of such circumstances (if applicable); and (ii) the Agreement shall be terminated immediately, provided that (a) all financial obligations are duly paid by both Parties on the pro-rata basis; and (b) all received Confidential Materials/Information are duly returned to the Disclosing Party (if earlier provided).

12 GOVERING LAW AND JURISDICTION.

12.1 This Agreement shall be governed and construed in accordance with the laws of England and Wales, and any action or dispute relating to this Agreement must be brought in the courts of England and Wales (the "Governing Law").

13 NOTICES.

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13.1 Notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed (i) by express courier with verification of actual receipt, and/or (ii) by confirmed e-mail.

14 FORCE MAJEURE.

14.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond its reasonable control and which prevent that Party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control (the "Force Majeure Event").

14.2 If a Force Majeure Event continues and so prevents the performance by the affected Party of its obligations hereunder for more than 90 (ninety) calendar days, the other Party shall be entitled to terminate this Agreement immediately by written notice to the other Party.

15 MISCELLANEOUS

15.1 This Agreement shall take effect as from the Effective Date, from which all other arrangements, whether written or oral, express or implied between the Parties relating to the subject matter of this Agreement shall be deemed to have been superseded, cancelled, null and void.

15.2 The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other. No relationships of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partners or joint ventures is established hereby between the Parties. Neither Party has the authority to bind the other, nor incur any obligation on its behalf.

15.3 No amendment or waiver of any provision of this Agreement shall be effective or binding on any Party unless reduced to writing by and signed by duly authorized representatives of each Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

15.4 The Parties have agreed that this Agreement may be electronically signed. The Parties agree that the electronic signature appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability and admissibility.

15.5 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Governing Law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date first above written.

For and on behalf of:
LICENSOR

Theodoros Theodorou
For and on behalf of Paradisefield International Ltd.
Partnership Director

[signature]

For and on behalf of:
LICENSEE

EMS Management Services N.V.

Managing Director


By: George F.J.M. van Zinnicq Bergmann

Schedule 1 "List of Licensed Games"
to the Software License Agreement No. 03012018 dd. 3 January 2018

Name of the Game	Launch Date	Type of the Game
Atlantis		Slot game
Football		Slot game
Epic Gladiators		Slot game
Chinese New Year		Slot game
Basketball		Slot game
Fruitburst		Slot game
Emperor's Tomb		Slot game
Ace Round		Slot game
Elven Princesses		Slot game
Clash of Pirates		Slot game
Egypt Gods		Slot game
Great Wall		Slot game
Indiana's Quest		Slot game
Jewellery Store		Slot game
Journey to The West		Slot game
Lucky Mahjong Box		Slot game
Red Cliff		Slot game
Robin Hood		Slot game
Talismans of Fortune		Slot game
The Legend of Shaolin		Slot game
Vegas Nights		Slot game
Aeronauts		Slot game
Battle Tanks		Slot game
Cabaret		Slot game
Dolphins Treasure		Slot game
Fruits Land		Slot game
Island Totems		Slot game
Legend of Ra		Slot game
Monster Lab		Slot game
Mystery Planet		Slot game
Prohibition		Slot game
Robinson		Slot game
Sindbad		Slot game

For and on behalf of:
LICENSOR

Theodoros Theodorou,
For and on behalf of Paradisefield International Ltd.

Partnership Director

[signature]



For and on behalf of:
LICENSEE

EMS Management Services N.V.

Managing Director

[Signature]

By: George F.J.M. van Zinnicq Bergman

Schedule 2 "Restricted Territories/States/Jurisdictions"
to the Software License Agreement No. 03012018 dd. 3 January 2018

Restricted Territories/States	Name/Type of the Licensed Game to be restricted
United States of America United Kingdom Armenia* <i>* For the period of twelve (12) months from 01 February 2018 with the Licensor's further notice on the restriction period.</i>	All games stated in Schedule 1

For and on behalf of:
LICENSOR

Theodoros Theodorou,
For and on behalf of Paradisefield International Ltd.
Partnership Director

[signature]



For and on behalf of:
LICENSEE

EMS Management Services N.V.

Managing Director

By: George F.J.M. van Zinnig Bergmann.