

SERVICE PROVIDER AGREEMENT

by and between

Poligon Entertainment N.V. (the "Operator")

and

F&P Poligon Industries Ltd. (the "Service Provider")

Dated as of 27 March, 2023

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This Service Provider agreement (hereinafter: the " Agreement ") is made by and between:

Poligon Entertainment N.V., a company organized under the laws of Curaçao, having its registered office at Curaçao, company registration number 132517 and its office address at Schout Bij Nacht Doormanweg 40, Curaçao (hereinafter "Operator"), represented by its statutory director E-Magnus N.V.,

and

F&P Poligon Industries Ltd., a company organized under the laws of Cyprus, having its registered office at Cyprus, registration reference HE 444446 and its office address at Archiepiskopou Makariou III, 84, office 1, 6017, Larnaca, Cyprus, (hereinafter "Service Provider"), represented by its Director, Nikos Christofidis;

The Operator and the Service Provider hereinafter to be jointly referred to as: the "Parties":

RECITALS

A. WHEREAS the Operator operates in the gaming industry and is duly licensed under the laws of Curacao with license number B2C-3D63JWYG-1668JAZ issued by the Governor General of Curacao to operate remote gaming activities;

B. WHEREAS in pursuance of its business operations, the Operator may require, from time to time, various support services, back office services, administrative services and such other support services, including the establishment of the necessary systems and arrangements to receive and effect payments processed by banks, payment service providers and other similarly licensed or duly authorized entities, for and on behalf of the Operator as the Operator may from time to time request (hereinafter the "Services");

C. WHEREAS the Service Provider and the Operator are related companies and the Operator is willing and has agreed to procure the Services from the Service Provider, and the Service Provider is willing and has agreed to provide such Services to the Operator, under the terms and conditions prescribed in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS.

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1.1. Unless the context otherwise requires, the following terms, when used in the Agreement, shall have the respective meanings specified below (such meanings to be equally applicable to the singular and plural forms of the terms defined):

“Agreement” shall mean this agreement including its enclosures such as, however not limited to the Annexes.

“Annex” shall mean the enclosure attached to the Agreement, referenced as “A” “B” or “C”;

“Articles” shall mean the articles of the Agreement.

“Business day” shall mean a day that banks in Curaçao shall in general be open for business.

“Calendar Day” shall mean all days in a month, including weekends and holidays.

“Change of Control” shall mean any change in ownership of the Operator, occurring when any person or company, directly or indirectly, formally or informally obtains twenty five percent or more of the voting rights within the Operator.

“Closing Date” shall mean the date on which the Buyer receives full ownership of the Assets.

“Competent Authority” shall mean any person or organization that has the legally delegated or invested authority, capacity, or power to perform a designated function.

“Content” shall mean the Websites.

“Day” shall mean a Calendar Day.

“Definition” shall mean a statement of the exact meaning of a word.

“Effective Date” shall mean the date upon which the Agreement is considered to take effect.

“eIDAS” shall mean electronic IDentification, Authentication and trust Services, EU Regulation 910/2014 of 23 July 2014 on electronic identification.

“End User” shall mean a player who uses the Gaming System to access Gaming Services, offered via the Website and subsequently has agreed to the terms that apply for the use of those Gaming Services.

“Gaming Platform” shall mean a group of technologies that are used as a base upon which other applications, processes or technologies are developed, essential for the offering of Gaming Services.

“Gaming Services” shall mean the offering of online games of chance.

“Gaming Software” shall mean the software that the Operator uses to offer Gaming Services to End Users on its Websites.

“Good Industry Practice” shall mean using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight, which would in each

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case reasonably and ordinarily be expected from a skilled and experienced person in the gaming industry under similar circumstances.

"IP Agreement" shall mean the Information Provider Agreement between the Operator and the Licensing authority.

"IPRs" shall mean the general term for the assignment of intellectual property rights through patents, copyrights and trademarks.

"Key Individuals" shall mean natural individuals whose knowledge and experience are essential to an adequate performance of the Operator.

"Key Information" shall mean any information that is essential for compliance with legislation, regulations and agreements with third parties.

"Law(s)" or "Legislation" shall mean a system of rules which has been recognized by a particular country or community.

"Legal Ownership" means the right to possession, the privilege of use, and the power to convey those rights and privileges.

"Material Breach" shall mean a failure of performance under the Agreement which is significant enough to sue for breach.

"Month" means Calendar Month.

"Operator" shall mean the company that renders Gaming Services via its Websites and has the operational responsibility to End Users.

"Party" or "Parties" shall mean any party that has committed to the Agreement.

"Payment Service Provider" shall mean authorized professional third party that provides payment services to the Operator or the Service Provider.

"Permitted Users" shall mean End Users that are legally allowed to make use of the Gaming Services

"Player" shall mean End User.

"Principal(s)" shall mean a natural individual that has authorized the Corporate Services Provider to create, on behalf of the Principal, legal relationships between the Operator and third parties.

"Regulatory Infringement" shall mean a breach or infraction, as of a legislation or right.

"Report" shall mean an account in writing of specific observations.

"Requirements Schedule" shall mean an overview of requirements necessary to render the Gaming Services, such as, however not limited to requirements on staff, technical and legal requirements as well as internal rules that further specify the article of incorporation.

"Revenue" shall mean any income in connection with services rendered to the End Users.

"Signing Date" shall mean the date that Parties via the process of undersigning have entered into the Agreement

"Software Provider" shall mean a professional third party that provides the use of software to the Operator.

"Tax" means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto;

"Taxation" means Tax;

"Territories" shall mean the collection of countries and jurisdictions as defined in agreements with providers of Gaming Services.

"Technical Services" shall mean operational services rendered by third parties, that are essential to the offering of Gaming Services.

"Transaction" means the transaction contemplated by the Agreement or any part of that transaction;

"Ultimate Beneficial Owners" shall mean persons who exercise ultimate effective control over a legal person or arrangement.

"Updates" shall mean changes and amendments.

"User Data" shall mean any database that contains information of End Users.

"Website " shall mean the websites operated by the Operator and indicated into Annex B.

1.2. References to articles and annexes shall be to respectively Articles and Annexes unless specifically provided otherwise;

1.3. The singular shall include the plural and vice versa and references to persons shall include both corporate and unincorporated associations of persons;

1.4. Whenever used: the words "include", "includes" and "including" shall be deemed to be followed by the phrase "but not limited to";

1.5. No provision of the Agreement shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision, it being acknowledged that all Parties have participated in the drafting and negotiation of the Agreement.

ARTICLE 2

DESCRIPTION OF SERVICES AND OPERATIONAL PROVISIONS

2.1. The Operator shall per the Effective Date of March 27th, 2023 engage Service Provider to provide the Operator the Services stated in this Article 2 and the Services that may be listed further in

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annex A ("Annex A"), relating to the purposes for which the entity on a continuous basis under the terms and conditions of the Agreement Service Provider has accepted to provide the Services to Operator under the same terms and conditions of the Agreement.

2.2. In the provision of the Services, the Service Provider undertakes to act with proper diligence, skill and care and in such a way as to avoid losses to the Operator.

2.3. Service Provider undertakes to provide the Services within a reasonable period of time, taking into account the work involved in the provision of the requested service.

2.6. The Operator confirms that by signature of this agreement appoints and entitles the Service Provider to manage activities of the Websites for and on behalf of the Operator after further instructions and for the duration that the Services shall be provided by Service Provider to the Operator.

2.7. Operator shall for the purpose of allowing Service Provider to effectively render its Services, provide to Service Provider the following rights:

- (a) The right to use, manage and operate assigned parts or processes of the Website, including, without limitation, in any and all Intellectual Property Rights related to it;
- (b) The right in and to use the Confidential Information for the purposes of this license;
- (c) The right to use, manage and operate any future websites and games in cooperation with the Operator;
- (d) The right to use the Website as well as its content, along with a database information concerning users of the said websites and affiliates.

2.8. The Service Provider shall provide Operator with the Services in accordance with the instructions of The Operator as communicated from time to time and provide the Operator on a monthly basis with an overview of all transactions, combined supporting documentation regarding all of its transactions.

2.9. The Operator instructs the Service Provider and the latter agrees to perform the following:

The Service Provider on behalf of its own name, but for the benefit of the Operator, shall enter into contractual relations with an acquirer/payment services provider/facilitator at its choice and on terms and conditions at the Service Provider's sole discretion.

2.10. The Service Provider shall use its own current/payment account (hereinafter referred to as the Account) in order to receive and accumulate money (hereinafter referred to as the Funds) from the clients of the Operator and transfer the Funds further to the Operator pursuant to this Agreement.

2.11. The Operator shall make all settlements (if necessary) with its clients and shall bear exclusive and sole responsibility for performing its relevant obligations before its clients. Upon agreement with the Service Provider, the Operator may entrust the Service Provider to make settlements (if necessary) with the Operator's clients or third parties that are to be paid by the Operator.

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2.12. In order to avoid any misunderstanding of the role of the Service Provider under this Agreement, it shall be understood that: (i) the Funds received by the Service Provider from payment service providers/acquirers/payment processors or third parties payers to Operator do not belong to the Service Provider and/or its clientele, and (ii) the Service Provider provides only facility of its Account to accumulate and transfer the Funds received from the payment service providers/acquirers/payment processors or third parties payers to Operator as a result of the acquiring and processing of payment instruments.

2.13 Payments by the Operator to the Service Provider for Services hereunder shall be made on monthly or quarterly basis, however, partial or full prepayments shall be allowed.

2.14. The Service Provider is allowed to retain any fee due to it for the provision of the Services prior transferring money to the Operator.

2.15. The Service Provider can be reimbursed for all reasonable expenses or expense authorized by the Operator (including but not limited to the phone, travel and other relevant and necessary expenses), incurred and arising in connection with the Services subject to the production of appropriate receipts or vouchers or such other evidence as the Operator may reasonably require as proof of such expenses. Additionally, incurring of such expenses shall be agreed with the Operator in writing.

2.16. The Operator shall not be responsible for the payment to the Service Provider of any remuneration that the Service Provider may pay to its directors, other officers or employees to be provided for the purpose of carrying out the Services as herein provided and the Service Provider shall be the only person responsible for the satisfaction of any obligations it may undertake towards such officers or employees as aforesaid, including social security contributions and such other contributions to any institutions or funds that may at any time be or become payable by virtue of any applicable law and in the event that the Company shall at any time be obliged or be called upon to make any payment to or in connection with the Services provided by the Service Provider or by any individual to the Company pursuant to the provisions of this Agreement, the Company shall be entitled to be fully indemnified by the Service Provider and held harmless of any such claims or demands.

2.10. By way of compensation for the Services, The Operator shall pay Service Provider a the fees stipulated under Annex C for the Services. Parties shall further make arrangements in connection with payment of the said fee.

ARTICLE 3

DURATION

3.1. Parties agree that the Agreement enters into force as of the Effective Date.

3.2. The Agreement shall be valid for a period of two (2) years, and shall be automatically renewable upon the expiry of the two years for further periods of one (1) year each unless either of the Parties gives 10 days written notice to the other of its intention to terminate the Agreement, or if the operation of the Website by The Operator would cease.

ARTICLE 4

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REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. Parties have the full power and legal capacity, independently, to enter into and perform the obligations under the Agreement without the consent or approval of any person.

4.3. Parties have not instituted and, to the best of their knowledge are not a party to any pending action, suit or proceeding before any national or state court or local administrative agency.

4.4. Each Party shall indemnify, defend and hold each other harmless from and against, and pay or reimburse to, the other Party any and all liabilities, losses, damages, costs and expenses, including reasonable fees and expenses of attorneys, accountants and other experts, and reasonable costs of investigation), interest, fines and penalties, which that other Party may suffer, sustain, incur or become subject to, to the extent arising out of or relating to: (a) any inaccuracy in or breach of any of the representations or warranties by the Party contained in the Agreement; (b) the failure of that Party to perform any of its respective covenants or obligations contained in the Agreement.

ARTICLE 5

GOVERNING LAW AND JURISDICTION

5.1. The Agreement is governed by and construed in accordance with the laws of Cyprus.

5.2. The Parties to the Agreement agree to, in the event of any dispute in connection with the Agreement, refer such dispute, controversy or claim to (binding) arbitration.

5.3. The Arbitration shall take place under the rules of arbitration as established under the Cyprus Arbitration Law of 1944, Cap. 4, as in force at the time the dispute is referred to it. The place of arbitration shall be in Cyprus. The language to be used in the arbitral proceedings shall be the English language for which purposes Parties shall for an equal part borne the cost of arbitration including translations by a translator, certified to provide legal translations to English language.

ARTICLE 6

MISCELLANEOUS

6.1. The Operator will be entitled to dissolve the Agreement if Service Provider fails to perform any of its obligations as laid down in the Agreement after having been notified in writing of such default by The Operator and given thirty days (15) within which to remedy the situation.

6.2. The Agreement will be dissolved as soon as Service Provider receives in writing, notification from The Operator that it intends to resort to the present resolute condition.

6.3. Service Provider may dissolve the present Agreement if The Operator to perform any of its obligations under the Agreement and does not remedy the default within fifteen (15) days from the receipt of notification by The Operator in writing of the default.

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6.4. Either Party shall be entitled to terminate this agreement with 15 days written termination notice sent to the other. In this case any remaining amounts due to the Operator shall be paid in full. This clause shall survive the termination of the agreement for any outstanding amounts due to Operator or Service Provider in terms of this agreement.

6.6. The Parties agree to keep confidential all the information received and, or exchanged in the execution of the Agreement, exercising the same due diligence as if the data were their own.

6.6. Neither Party shall be held liable for failure in performing any of its obligations under the Agreement if such failure is due to any cause beyond its reasonable control including but not limited to Act of God, inclement weather, flood, lightning or fire, industrial action, or lockouts, the act or omission of Government, any regulatory body or other competent authority, war, military operations, or riot (hereinafter referred to as "Force Majeure").

6.6. Any notices or other communications required or permitted under the Agreement shall be sufficient given if in writing and personally delivered or sent by airmail postage prepaid, or by international air courier, e-mail or facsimile transmission to the registered business address of each Party.

6.7. The Agreement (including any agreements resulting here from) represents the entire understanding and agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements.

6.8. The Agreement may not be amended, supplemented or changed, nor may any provision of the Agreement be waived except by a written instrument making specific reference to the Agreement signed by the Party against whom enforcement of any of such amendment, supplement, change or waiver is sought.

6.9. If one or more provisions of the Agreement is held by any court of competent jurisdiction to be wholly, or partially, illegal, void, invalid or unenforceable, the remaining provisions of the Agreement by provisions which are effective and which – taking into account the object and purpose of the Agreement – deviate as little as possible from the invalid provision or provisions.

6.10. Each Party shall bear its own costs and expenses in relation to the entry into and performance of its obligations under the Agreement, including all negotiations, preparations and investigations. Parties shall furthermore equally share all costs and expenses in the Draft of the Agreement and supporting documentation such as, however not limited to the Annexes.

6.11. None of the rights or obligations under the Agreement may be assigned or transferred without the prior written consent of the other Parties.

6.12. The parties hereby agree that time is of the essence with respect to performance of each of the Parties' obligations under the Agreement.

6.13. The Agreement is for the benefit of, and may be enforced only by, the Parties hereto and is not for the benefit of, and may not be enforced by any third party.

6.14. The headings in the Agreement and Schedules thereto are inserted for convenience only and shall not affect its construction or interpretation.

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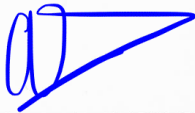
6.15. The Schedules to the Agreement form an integral part of the Agreement. Any reference to the Agreement includes reference to the said Annexes.

IN WITNESS WHEREOF, the Agreement is signed and executed in counterparts by the authorized representatives of the Parties as of the Effective Date. Parties agree to the conditions of electronic approval as referenced in eIDAS.

Poligon Entertainment N.V.,

Signing Date: 4/5/2023

Statutory Director, eMagnus



F&P Poligon Industries Ltd.,

Signing Date:

Managing Director,



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ANNEX A

To Service Provider Agreement

concluded between Poligon Entertainment N.V. and F&P Poligon Industries Ltd.

Hereinafter Poligon Entertainment N.V. referred to as "Operator" and F&P Poligon Industries Ltd. referred to as "Service Provider",

The Operator engages Service Provider to provide along with the Service under art.2 of the Agreement the following Services:

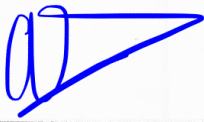
1. IT Management of the technical infrastructure of the Websites, including technical support of end-customers;
2. Marketing and Sales services for the Websites;
3. Customer Support and Customer success services to end-users;
4. Software development services for the Platform and Gaming services;

For the purposes of the provision of Services stated herein, Service Provider shall be entitled to conclude agreements with third party providers that shall deliver the services to the Operator.

Poligon Entertainment N.V.,

Signing Date: 4/5/2023

Statutory Director, eMagnus



F&P Poligon Industries Ltd.,

Signing Date:

Managing Director,



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ANNEX C

To Service Provider Agreement

concluded between Poligon Entertainment N.V. and F&P Poligon Industries Ltd.

Hereinafter Poligon Entertainment N.V. referred to as "Operator" and F&P Poligon Industries Ltd. referred to as "Service Provider",

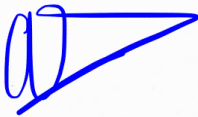
The Operator shall pay Service Provider for the provision of the Services under the Service provider agreement, as follows:

1. 100 EUR - monthly fee;
2. Up to 90 transactions per month - Operator shall pay to Service Provider 15 EUR per transaction + 0,11% from the amount of each outgoing transaction;
3. Over 90 transactions per month – Operator shall pay to Service Provider 15 EUR per transaction + 0,07% from the amount of each outgoing transaction;

Poligon Entertainment N.V.,

Signing Date: 4/5/2023

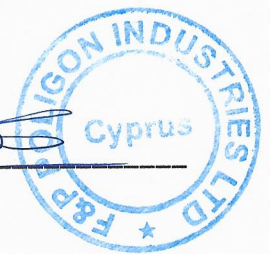
Statutory Director, eMagnus



F&P Poligon Industries Ltd.,

Signing Date:

Managing Director,

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