



Software Licensing and Service Agreement

This Agreement is made by and between:

- (i) **Hub88 International B.V.**, a company incorporated in Curaçao with company number 148275 and with registered office Schout Bij Nacht Dooramweg 40 Curaçao (hereinafter referred to as “**Hub88**”),
- (ii) GG Corporation, incorporated in Belize, with a company number 175271 and with registered office at New Horizon Building, Belize City, Belize, represented by Sheryl Marie (hereinafter referred to as “**Licensee**”),

1. Definitions

This Agreement is to be interpreted in accordance with the following definitions:

- 1.1. **Branded Games** means those games which have a theme or content incorporating or depicting a well-known third-party brand under license and approval from a third party listed on the Platform. This list may be altered by the Game Providers and/or Hub88 from time to time.
- 1.2. **Casino Games** means the games, other than Branded Games, listed on the Platform. This list may be altered by the Hub88 from time to time.
- 1.3. **Confidential Information** shall mean
 - (i) all information (of whatever nature and however, recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;
 - (ii) the terms of this Agreement and the negotiations relating to it;
 - (iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a party and training courses and

materials and know-how relating thereto; except to the extent that such information: (a) is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or (b) was lawfully in the receiving party's possession prior to disclosure by the other party; or (c) has been subsequently received by a party from a third party without obligations of confidentiality; or (d) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority, provided, however, that the receiving party shall provide prompt prior written notice thereof to the disclosing party, in order to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperates with the disclosing party in attempting to limit or prevent such required disclosure.

- 1.4. **Control** means the direct or indirect ownership of more than fifty percent (50%) of the voting shares/stock or otherwise obtains a controlling interest.
- 1.5. **Effective Date** means the date when integration has been completed, the Games switched on and payment obligation starts.
- 1.6. **End User** means one or more of the Licensee's players of the Games.
- 1.7. **End User Software** means such software as is downloaded or used by an End User when playing the Games, whether stored on the End User's computer terminal or device, or not.
- 1.8. **Games** means the web-based Casino Games and Branded Games.
- 1.9. **Game Provider** means all game providers or game provider groups listed in Schedule B of this Agreement.
- 1.10. **Gaming License** is defined in Section 3.3
- 1.11. **Gaming Site** means the domain addresses as indicated in Schedule C of this Agreement.
- 1.12. **Intellectual Property** includes generally inventions, designs, processes, formulae, notations, improvements, all financial information of Hub88, know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Platform particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets



including details of performance or design of the Platform or any part of the Platform.

- 1.13. **Intellectual Property Rights** includes patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, 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 renewals thereof, and all applications for registration thereof and all rights and interests thereto.
- 1.14. **License** is defined in Section 2.1 below.
- 1.15. **Main License Agreement** is the contract agreed upon between Hub88 and any Supplier.
- 1.16. **Minimum Monthly Fee** is fully deductible from the Monthly Gross Game Revenue in case the latter should be higher than the amount set forth in the respective period.
- 1.17. **Gross Gaming Revenue** or **GGR** for all Games shall be an amount equal to the total nominal or face value of the wagers placed on the Games during a calendar month less the total winnings as a result of those wagers, whether the funds have been collected or not.
- 1.18. **License Fee** means Hub88's ongoing fee which is payable by the Licensee for the use of the Platform and which is calculated in accordance with Schedule B of this Agreement.
- 1.19. **Restricted Territories** are territory areas defined in Schedule D.
- 1.20. **Supplier** means the licensor of the Games to Hub88.
- 1.21. **Platform** means the proprietary software (which includes all current releases and Upgrades, but excludes other third party software) made available to the Licensee by or on behalf of Hub88, including without limitation, and all ancillary and supporting matter including all other administration and financial processing and monitoring Platforms, application programming interfaces, and any instructions, training notes and information, oral or otherwise.
- 1.22. **Technical Distribution Fee** means the monthly fees payable by the Licensee to Hub88 to technically distribute games between Hub88 and

Licensee website which is set out in Schedule A. In this instance, Hub88 has a direct agreement with the Game Provider and will pay license fees directly to the Game Provider.

- 1.23. **Trademarks** means Hub88's or its Supplier's trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.
- 1.24. **Upgrade** means any: (i) change or amendment to, or upgrade or new version of the Platform or the Games; and (ii) any new release of the Platform or the Games.

2. License

- 2.1. Hub88 hereby grants to the Licensee, on the terms of and subject to this Agreement, a conditional, non-sublicensable, non-exclusive, non-transferable, revocable and personal licence to use the Hub88 Platform (**License**) and a license, non-sublicensable, conditional, revocable, non-transferable and non-exclusive, on the terms of and subject to the Main License Agreement, to use the Games, including the right to make the Games available to End Users to play via the internet (**Sub-license**, jointly **Licenses**).
- 2.2. Licensee can make the Games available to its End-Users via its website for the duration of and strictly on the terms of the Agreement.
- 2.3. The Game Providers at the time of signature of this Agreement are listed in Platform.

3. Terms of Licences

- 3.1. As soon as practical after signing this Agreement, Hub88 shall make the Platform available for use by the Licensee as set out herein. The Games will be used by the Licensee through the use of the Platform.
- 3.2. The Licensee shall not permit any third party (other than End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement) to use or access the Platform or use the Games without Hub88's prior written consent.
- 3.3. As a condition precedent to the use of the Platform or the Games by the Licensee, the Licensee will provide Hub88 with proof (in a form acceptable to Hub88 acting reasonably) that it holds a relevant and appropriate



gaming/gambling licence (**Gaming Licence**) covering all the activities contemplated by this Agreement to be performed by the Licensee when using the Licenses. During the validity of this Agreement, the Licensee is required to hold a valid and current Gaming Licence.

- 3.4. This Agreement shall not be deemed to extend to any software or materials of Hub88 other than the Platform and the Games, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by Hub88.
- 3.5. The Licensee hereby acknowledges that it is licensed to use the Platform and the Games only in accordance with the express terms of this Agreement, the terms indicated as the terms of the Games on the sites of the Game Providers and the terms separately informed to the Licensee as the restrictions of the Games.
- 3.6. The Licensee agrees it shall not at any time be permitted to have any access to the server Platforms that host the Games and the associated software and databases, wherever they may be.
- 3.7. The Licensee agrees that under no circumstances shall the Licensee move, remove, deface or alter the Trademarks in any way whatsoever without Hub88's prior written consent. The Licensee undertakes not to use the Trademarks in a manner that may have an adverse effect on the value or goodwill of the Trademarks, that may dilute the Trademarks or that may bring Hub88, its Suppliers or any of the Trademarks into disrepute.
- 3.8. The Licensee undertakes not to use the Platform or the Games, or any part of the Platform or the Games, to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located in a Restricted Territory.
- 3.9. Hub88 may, upon written notice, to the Licensee, require the Licensee to cease taking wagers from End Users located in any territory, particularly in Restricted Territories (such as, without limitation, a country, state, or province) if Hub88 reasonably believes that taking such wagers is likely to be illegal, or the licensing of the Platform or the Games for play by End Users in such areas is likely to be illegal.
- 3.10. Hub88 reserves the right, at its sole discretion and at any time, to remove any Game Provider from the licensed Platform or any Game(s) from the

Licenses. Where reasonably practicable, Hub88 will notify the Licensee of the removal of a Game Provider or a Game from the Platform or under the Licences. Without limiting the generality of the foregoing, the Licensee acknowledges that Hub88 is licensed by third parties to use such third parties' brands, logos and other Intellectual Property in relation to, inter alia, Games (**Third Party IP**) and that Hub88 may from time to time be obliged to remove a Game from the Platform or under the Licences where Hub88's licence to use such Third Party IP expires, is revoked or is terminated.

- 3.11. The Licensee undertakes that it will not, without Hub88's prior written consent, make any of the Games available for free-play without such Game(s) also being made available at the same time for real-money play.
- 3.12. The Licensee shall require Hub88's prior written consent and sign-off prior to the Licensee launching any advertising or marketing campaigns which relate to any Branded Games.
- 3.13. The Licensee acknowledges that there may be, from time to time, various Games in Hub88's suite of available Games which the Licensee shall only be entitled to use if the Licensee agrees to additional terms and conditions of use imposed by Hub88 relating specifically to such Games. This is especially the case in relation to Games which are licensed to Hub88 or Games which contain Intellectual Property licensed to Hub88 or Hub88's Supplier such as Branded Games.
- 3.14. The Licensee shall include the following terms and conditions to the End Users:
 - (a) End Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to Hub88 services is to the Licensee;
 - (b) End Users agree to use the Platform only for the playing of the Games in accordance with the Licensee's terms and conditions and the terms and conditions applicable to each Game;
 - (c) End Users agree not to reverse engineer or decompile any of the Game Provider's software or back office tools, modify, remove or obscure any proprietary notices placed on the Platform, copy the Platform by any means for any purpose whatsoever, attempt to derive source code or other Confidential Information from the Platform or use



the Platform for any purpose other than playing the Games or in any way that could adversely affect Game Provider's name, image or reputation; and

- (d) The Supplier may enjoy and enforce for its own and its group's benefit or the benefit of the Licensee's end-user terms and conditions for the purpose of enforcing directly against users the restrictions set out in paragraph (c) above and Hub88 will ensure that there are no restrictions or limitations on third party rights and/or enforcement contained in any Approved Partner's end-user terms and conditions that might adversely affect Game Provider's right to enforce the same as envisaged herein.

4. Fees

4.1. The fee for the Licence is:

- (i) License Fee;
- (ii) Technical Distribution Fee;
- (iii) Minimum Monthly Fee.

(jointly **Fees**)

4.2. Fees (excl. VAT) shall be paid in arrears by the Licensee to Hub88 or its nominee's bank account on a monthly basis in Euros or any other mutually agreed currency by electronic transfer to arrive for value by the due date of the invoice. The Licensee agrees to pay the Fees due to Hub88 under this Agreement punctually and without previous demand on the basis of and invoice issued by Hub88.

4.3. Payment of the Fees shall be paid free of all deductions including deductions for any charges, levies, imposts, sales tax, value added tax, withholding tax, or any other form of tax whatsoever. No amount may be withheld or deducted, and no set-offs may be made, for any reason whatsoever without the prior written permission of Hub88. No amount shall be considered paid to Hub88 until received for value in the designated account. Hub88 shall apply the FIAT currency conversion rates applicable on the last day of the appropriate calendar month supplied from www.xe.com and cryptocurrency daily rates supplied from www.bitcoinaverage.com or otherwise mutually agreed.

- 4.4. The addition or removal of a country to the list of Restricted Jurisdictions shall not affect in any way the calculation and payment of the Fees by the Licensee.
- 4.5. If Licensee using the Platform enters into a direct agreement with the Game provider, Hub88 shall receive a flat revenue share of 1% of NGR from the Licensee.

5. Due Diligence

- 5.1. Hub88 has the right to conduct KYC and due diligence inquiries and investigations on the Licensee. The Licensee has the obligation and responsibility to carry out KYC inquiries and due diligence on its End-Users as per the terms of its Gaming License.
- 5.2. The Licensee will have in place suitable Platforms and procedures to prevent fraud and anti-money laundering related directly or indirectly with the Games. Licensee will take all actions required to prevent usage of the Games as money-laundering vehicle.
- 5.3. Licensee must perform the following activities: handling End User funds, general account administration, payment processing and management of related risks, including settling of gaming transactions and KYC transactions checks on End Users; examining and handling deposits, cash-outs, chargebacks, fraud and related costs; conducting customer screening, age and ID verification checks and conducting appropriate KYC checks; handling End Users complains. The Licensee shall employ "Know Your Customers" procedures and other checks in order to verify the actual location of each End User and to avoid any attempts to circumvent the Restricted Territories clause.

6. Warranties of Hub88

- 6.1. Hub88 warrants to the Licensee that:
- 6.1.1. At the date of delivery, the Platform and the media upon which it is supplied are free from all viruses known generally and/or by Hub88; and
- 6.1.2. The Games included in the Platform are based on commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update. Hub88 has used its



commercial best efforts to ensure that there is no bias and that random selection emulates live situations as much as practically possible and commercially motivated with computer generated gaming situations.

- 6.1.3. It will use reasonable efforts to ensure that the Platform does not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Platform. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Hub88's efforts, Hub88 warrants to use reasonable efforts to correct this issue in the Platform.

7. Warranties of Licensee

- 7.1. The Licensee warrants to Hub88 that neither it, nor any of its employees and associated parties will attempt to or permit any other party to attempt to:
- 7.1.1. View any of the coding of the Platform or any software provided to the Licensee by Hub88;
- 7.1.2. Reverse engineer any of the coding of the Platform or any software provided to the Licensee by Hub88;
- 7.1.3. Decompile any of the coding of the Platform or any software provided to the Licensee by Hub88;
- 7.1.4. Monitor or in any way replicate (in form or function) the Platform, or any part of the Platform, or any software provided to the Licensee by Hub88;
- 7.1.5. Make use of any data generated by the Platform save in the ordinary course of its gaming/gambling business;
- 7.1.6. Alter or modify any part of the Platform.
- 7.2. The Platform is software based and the Licensee acknowledges that it will not run error free or without interruption. Hub88 takes all reasonable precautions against software errors and bugs, but it does not warrant that the Platform will meet any special requirements of condition, quality, performance, merchantability or fitness for purpose of the Licensee, or that the Platform or any software provided to the Licensee by Hub88, will generate particular revenues or profits in use by the Licensee. In particular, the Licensee acknowledges that Hub88 gives no warranties as to the quality and suitability of the Games and the Licensee uses such Games at its own risk.

- 7.3. Licensee shall inform Hub88 of any known violation, infringement, including but not limited to when it becomes apparent that an End User is located in any Excluded Territory, or breach of the Agreement; or any actual, alleged, or suspected harm in relation with the Agreement.
- 7.4. Licensee presents to Hub88, upon Hub88's or Supplier's demand, the Gaming License that it holds, in the jurisdictions where the gaming business is conducted.
- 7.5. Licensee informs Hub88 of any regulatory action that could affect Licensee's possession of any Gaming License.

8. Intellectual Property

- 8.1. All Intellectual Property Rights to the Games, to the Platform, in any Upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by Hub88 to the Licensee will at all times remain the property of Hub88 or its suppliers. The Intellectual Property Rights in all work done by Hub88 or its contractors for the Licensee remain with Hub88 and are licensed to the Licensee hereunder together with the Platform.
- 8.2. The Licensee also covenants with Hub88 that at any time after termination of this Agreement, the Licensee shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the Games, the Platform or infringe any of the Intellectual Property Rights of Hub88 or its suppliers.
- 8.3. Licensee immediately notifies Hub88 if it becomes aware of any infringement of the Intellectual Property Rights or Games of Hub88 or Supplier.

9. Assignment and Change of Ownership

- 9.1. The Licensee shall not Sub-license the Licenses, assign or otherwise transfer this Agreement whether in whole or in part, without Hub88's prior written consent.
- 9.2. The Licensee agrees that it shall provide Hub88 with at least thirty (30) days advance notice in writing of any pending change to the Licensee's beneficial ownership, of any changes of ownership or Control of the Licensee



and about any change in its organisation or method of doing business
(**Ownership Notice**).

10. Confidentiality and Confidential Information

- 10.1. The parties acknowledge and agree that during the course of the relationship contemplated in this Agreement they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such Confidential Information to any other party, shall not use such Confidential Information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information.
- 10.2. The parties agree that Confidential Information shall be limited to disclosure within the organisation of the recipient to those top management personnel and developers with a bona fide need to know such information as necessary part of their contribution to the performance under this Agreement.
- 10.3. Licensee shall not disclose confidential information without Hub88's written consent.
- 10.4. Either Party informs the other when Confidential Information is required in connection with any information reporting or disclosure to any Competent Authority required by law, regulation, government agency or court order.

11. Term and Termination

- 11.1. This Agreement shall commence on the Effective Date and shall remain valid for a period for a one (1) year from such date unless terminated in accordance with this Agreement. Upon of the initial one (1) year period, the Agreement shall continue until either Party gives notice to the other in writing, of its intention to terminate the Agreement, at least thirty (30) days in advance.
- 11.2. In the event of termination of the Main Agreement between Hub88 and a Supplier, the License originating from such Main Agreement shall immediately terminate.

- 11.3. Hub88 has the right, at its reasonable discretion, to review and withhold approval for any Gaming Site at any time, even if previously such Gaming Site was approved by Hub88. In case of such withheld approval, Hub88 shall notify the Licensee and the Licensee shall terminate the use of such Gaming Site within seven (7) days of notification.
- 11.4. Hub88 has the right to terminate this Agreement with immediate effect and without prior notice if any competitor of Hub88 directly or indirectly acquires Control over the Licensee.
- 11.5. Hub88 shall have the right to partially terminate the Licence granted to the Licensee in relation to particular Gaming Sites and the Licensee shall disconnect such particular Gaming Sites immediately upon receipt of the notification from Hub88 of its request to terminate the Licence for any particular Gaming Sites.
- 11.6. The Supplier of the Main Agreement may terminate or direct Hub88 to terminate this Agreement if the Licensee has committed any violation of Applicable Laws or has committed any infringement or breach of this Agreement.
- 11.7. Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:
- 11.7.1. commits a material breach of this Agreement (including payment of fees) and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
- 11.7.2. persistently breaches this Agreement in a way that such persistent breaches amount to a material breach of this Agreement;
- 11.7.3. is prevented or delayed in the performance of its obligations by a Force Majeure Event for a continuous period in excess of sixty (60) days or sixty (60) days in aggregate in any continuous period in excess of ninety (90) days; or
- 11.7.4. has seen its gaming license being revoked (when applicable) or the Agreement jeopardises either party's ability to maintain gaming licenses.
- 11.8. Either Party may terminate this Agreement immediately, if: (i) the operations of the other Party has or threaten to have a negative effect on the



business or on any of the brands of the terminating Party or any other company pertaining to the same group of companies as the terminating Party, thereby breaching or losing of the gaming license or permission granted by a regulatory authority, resulting in regulatory enforcement, bringing a business into disrepute, dilute or adversely affect the value of trademarks or trade name or otherwise jeopardise the business of either Party , or (ii) the other Party does not, as reasonably determined by the terminating Party, provide the support required in order to meet the Launch.

11.9. Either party may terminate this Agreement without cause by giving the other party not less than ninety (90) days written notice of termination.

11.10. The Supplier may require that Hub88 suspends the supply of any Games to the Licensee if:

11.10.1. Hub88's or Licensee's Gambling License is suspended or revoked;

11.10.2. There was a change of Control of the Licensee and the Supplier was not notified or did not consent;

11.10.3. The Licensee does anything that could reasonably be considered to bring the Supplier into disrepute.

12. Effect of Termination

12.1. Upon termination of this Agreement for whatever reason:

12.1.1. the Licensee shall promptly terminate the use of the Platform and all Intellectual Property Rights licensed, supplied or delivered by Hub88 to the Licensee pursuant to this Agreement and in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to Hub88 that it has been destroyed and if requested by the other destroy and safely delete, any Confidential Information belonging to the other.

12.1.2. Hub88 shall be entitled to cease providing any services and the usage of the Licences to the Licensee, and to cease operating any hardware and software that is being operated for the Licensee by or on behalf of Hub88 under this Agreement, and delete all or any part of its Platform from any place of installation thereof.

12.1.3. The Licensee shall cease to use Hub88's or Hub88's supplier's trade secrets and technical know-how.

12.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

13. Gaming by Licensee

13.1. No officers or employees at whatever level, of the Licensee shall make real money wagers on any of the Games with the exception of pre-authorised test accounts. The Licensee undertakes to use all reasonable endeavours to enforce this restriction. If any such person shall win on a Game, Hub88 reserves the right not to include the transaction in the calculation of GGR. The Licensee shall maintain in its terms and conditions upon which persons gamble with the Licensee, such terms and conditions as may be necessary to enforce this restriction.

14. Payment of Players

14.1. The Licensee shall pay all of its debts to its End Users within fourteen (14) days of the date the End User calls for payment of the debt and the Licensee shall, if requested by Hub88, provide proof to Hub88 of a particular payment to an End User.

15. Commencement and Duration

15.1. This Agreement shall commence on the date the last signature is added to this Agreement (or, if applicable, any counterpart of it) and shall continue thereafter, unless terminated in accordance with the provisions of clause 11.

16. Liability

16.1. Hub88 and/or any group company of Hub88 or any of their directors, officers, employees, agents or consultants shall not be liable in any event for:

16.1.1. Any indirect or consequential loss or damages;

16.1.2. Any loss of opportunity, reputation, goodwill, profit of anticipated savings, business or contracts arising out of or in any way in connection



with this Agreement or the use or performance of the Platform or the Games.

- 16.2. For the purpose of this Agreement actual damages shall never include loss of profit or other similar indirect damages.
- 16.3. The Parties acknowledge that from time to time, as a result of hardware failure and/or third parties' failures, the services provided under this Agreement by Hub88 may be temporarily disrupted. The Licensee acknowledges and accepts that neither Hub88 nor any of its members, shareholders, directors, officers, employees or representatives and/or its respective Suppliers, as applicable, will be liable to the Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.
- 16.4. Without prejudice to Clauses 16.1 to 16.3, either Party's total aggregate liability under this Agreement and that of its directors, officers, employees, consultants, and group companies, howsoever it should arise, will in no circumstances whatsoever exceed the amount of fifty thousand euros (€50,000).

17. Support

- 17.1. Hub88 will use its reasonable commercial endeavours to provide the Licensee with a reasonable technical back-up and support for the Platform, provided that the Licensee is using the latest Upgrades and is adequately staffed with reasonably competent personnel.

18. Notices

- 18.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

To Hub88 at:

Hub88 International B.V.
Schout Bij Nacht Dooramweg 40 Curaçao
Willemstad, Curaçao, Cur01
Email: legal@hub88.io

To the Licensee at:

New Horizon Building, Belize City, Belize

john@tether.bet

18.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, or by courier or registered post, or by first class pre-paid letter, or by email and shall be deemed to have been served when delivered if delivered by hand, if by first class post seven days after posting, and if by email supported by transmission report when despatched, and if by courier or registered post when signed for.

19. Miscellaneous

19.1. The Licensee hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

19.2. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

19.3. No person other than the Licensee and Hub88 shall have any rights under this Agreement.

19.4. This Agreement may be executed in any number of identical counterparts with the same effect as if all parties hereto all had signed the same document.

19.5. Either Party informs the other if it becomes aware of any Software/Platform error or bug.



- 19.6. Licensee informs Hub88 if a claim is brought against Licensee in respect to which indemnity can be sought against Hub88 or Supplier.
- 19.7. Licensee provides to Hub88 any other information or documentation that Hub88 may reasonably request. Licensee provides Hub88 with non-personally identifiable information in relation to the demographics of End Users using each Game, including gender, age and territory upon the request of Hub88.
- 19.8. Licensee shall require prior written consent from Hub88 to issue press releases or make public statement in respect to the Agreement.

20. Applicable Law and Dispute Resolution

- 20.1. The Agreement has been drawn up in accordance with the laws of the Republic of Curaçao, and the application, interpretation, and termination thereof shall be subject to the laws of Curaçao.
- 20.2. If any term, clause or provision of this Agreement is held unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement and the invalid condition shall be replaced by a valid condition as close as possible to the outcome and the detail of the replaced condition.
- 20.3. Any disputes arising from the performance of the Agreement shall be settled through negotiations. If the Parties fail to resolve the Dispute through negotiation, the Disputes shall be settled by relevant court of arbitration in Curaçao, pursuant to the procedure provided by the law of Curaçao.

The Parties have executed this Agreement on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

This Agreement has been signed by two counterparts.

For and on behalf of
Hub88 International BV

Date: 09.10.2020

DocuSigned by:

Tim Heath

ABAA38C0821345B...

For and on behalf of
GG Corporation

Date: 2nd October 2020

DocuSigned by:

Sheryl Marie *Sheryl Marie*

53B83DFDA34C4F9...

Name:
Position:

Name: Sheryl Marie
Position: Company Director



SCHEDULE A Fees

1. License Fee

The License Fee payable by the Licensee to Hub88 for each Game Provider set out in SCHEDULE B are based on the monthly GGR generated from Games from the different Game Providers and the respective Tier Rate.

2. Technical Distribution Fee

The Technical Distribution Fee payable by the Licensee to Hub88 for each Game Provider set out in SCHEDULE B are based on the licensee has a direct agreement with a game Provider and Hub88 administers the technical integration and distribution of such game, and the license fee payable is 2% of GGR generated thorough this technical distribution.

3. Monthly Minimum Fee

Monthly Minimum Fee payable by the Licensee to Hub88 is 0.

SCHEDULE B**License Fees Non-Branded Games**

Game Provider	Row	Asia
Betsoft		
Bgaming	10%	10%
Big Time Gaming*	12%	11%
Blueprint Gaming*	11%	9%
Booming Games	10%	8%
Booongo	8%	8%
Caleta Gaming	8%	6%
EGT*		
Evoplay Entertainment	10%	8%
Fugaso	10%	8%
Gamatron	10%	8%
GameArt	10%	8%
Gamomat*	13%	13%
Genii	10%	8%
Golden Hero	9%	9%
Green Jade	8%	6%
Habanero	9%	7%
Hacksaw Gaming	8%	8%
Kalamba Games	8%	6%
Spinomenal	9%	8%
Microgaming*	11%	11%
MrSlotty	8%	8%
NetEnt	12%	10%
Nolimit City	10%	8%
OneTouch	7%	5%
Oryx Gaming	9%	9%
Play'n Go	+2% Direct Contract	8%
Playson	9%	7%
Pragmatic Play	9%	8%
Push Gaming	12%	8%
Quickspin	12%	12%
Red Tiger Gaming	10%	10%
Relax Gaming	10%	8%
Spadegaming	9%	9%
Spribe	9%	7%
Top Trend Gaming (TTG)	9%	7%
Tangente	9%	7%
Thunderkick	9%	7%
Tom Horn	9%	7%
Triple Cherry	9%	7%
TrueLab	8%	8%
Wazdan	9%	7%
Yggdrasil	TBC	9%



Live Casino	Row	Asia
Asia Gaming	11%	11%
BetGames.TV	13%	10%
Evolution Gaming	12%	10%
Ezugi	12%	9%
NetEnt Live	12%	12%
Pragmatic Play	12%	12%
Super Spade Games	10%	10%

Virtual Sports	Row	Asia
Golden Race	10%	10%

Direct Contract and Technical Distribution:

The Technical Distribution Fee payable by the Licensee to Hub88 for each Game Provider set out in offer table are based on the licensee has a direct agreement with a game Provider and Hub88 administers the technical integration and distribution of such game, and the license fee payable is 2% of GGR generated thorough this technical distribution

Branded Games

Ongoing Usage Fee payable by the Licensee to Hub88 for Branded Games may be different. Ongoing Usage Fee for Branded Game is available in Hub88 Platform and set out in Appendix A and B



Appendix A:

Any reference to a Right Holder in the table below shall include its assignors and successors from time to time.

Right Holder	Licensed Game	Licensed Game Fee (calculated on a per Licensed Game basis)	Specific terms applicable for this license
Chi Fat Au-Yeung	Casino Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by Casino Hold'Em	
Chi Fat Au-Yeung	Double Hand Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by Double Hand Hold'Em	
Casino Malta Limited and Evolution	Casino Malta Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Casino Malta Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Casino Malta Dual Play Roulette
Dragonara Interactive Limited and Evolution Malta Limited	Dragonara Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Dragonara Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Dragonara Dual Play Roulette
Evolution Malta Limited	5+1	Three percent (3%) of the Gross Gaming Revenues generated by 5+1	
Evolution Malta Limited	Speed Roulette	zero percent (0%) of the Gross Gaming Revenues generated by Speed Roulette	
Evolution Malta Limited	Dream Catcher	Zero percent (0%) of the Gross Gaming Revenues generated by Dream Catcher	
Evolution Malta Limited	Lightning Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Roulette	
Evolution Malta Limited	Sic Bo	The standard commission of the Gross Gaming Revenues as set out in the Agreement	
Evolution Malta Limited	Side Bet City	The standard commission of the Gross Gaming Revenues as set out in the Agreement	
Evolution Malta Limited	Infinite Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Infinite Blackjack	
Evolution Malta Limited	Lightning Dice	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Dice	
Evolution Malta Limited	Crazy Time	Three percent (3%) of the Gross Gaming Revenues generated by Crazy Time	
Hasbro, Inc. (sublicensed by Scientific Games (Gibraltar) Limited)	Monopoly Live	Five percent (5%) of the Gross Gaming Revenues generated by Monopoly Live	License is subject to the conditions set out in Annex A and Annex B
Endelmond	Deal or No Deal	Three percent (3%) of the Gross Gaming Revenues generated by Deal or No Deal	
Progressive Games Partners LLC	21+3	Three percent (3%) of the Gross Gaming Revenues generated by 21+3	
Progressive Games Partners LLC	Perfect Pairs for Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Blackjack	

Progressive Games Partners LLC	Perfect Pairs for Baccarat	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Baccarat	
Progressive Games Partners LLC	Caribbean Stud Poker	Three percent (3%) of the Gross Gaming Revenues generated by Caribbean Stud Poker	
Progressive Games Partners LLC	Double Ball Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Double Ball Roulette	
Progressive Games Partners LLC	Texas Hold'em Bonus Poker	Three percent (3%) of the Gross Gaming Revenues generated by Texas Hold'em Bonus Poker	
S.C. Development Services System and Evolution Malta Limited	Bucharest Dual Play Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Bucharest Dual Play Roulette	The service levels for the services provided under the Agreement, which are included as a Schedule to the Agreement do not apply to Bucharest Dual Play Roulette
Scientific Games (Gibraltar) Limited	Ultimate Texas Hold'Em®	Three percent (3%) of the Gross Gaming Revenues generated by Ultimate Texas Hold'Em	License is subject to the conditions set out in Annex A
Scientific Games (Gibraltar) Limited	Three Card Poker®, with 6 card bonus	Three percent (3%) of the Gross Gaming Revenues generated by Three Card Poker, with 6 card bonus	License is subject to the conditions set out in Annex A
Scientific Games (Gibraltar) Limited	Free Bet Blackjack®	Three percent (3%) of the Gross Gaming Revenues generated by Free Bet Blackjack®	License is subject to the conditions set out in Annex A
Bombay Club	Blackjack, Speed Baccarat, Speed Roulette, Squeeze Baccarat, Salon Prive	Three percent (3%) of the Gross Gaming Revenues generated by Blackjack, Speed Baccarat, Speed Roulette, Squeeze Baccarat, Salon Prive	License is subject to the conditions set out in Annex A

3% of Gross Gaming Revenues is payable also on all side bets in Appendix A above

Table and Game Fees

Evolution shall charge, and the Distributor agrees to pay, the following fees in relation to the Live Casino Platform:

- 1.1 **High Stake Tables Fee:** A fee of EUR ten cent (€0.10) per bet placed by a User on a High-Stake Table.
- 1.2 **Generic Tables – Blackjack growth package:** as part of the Generic Tables offering for Blackjack and as part of the Blackjack Growth Package, Evolution agrees to provide the Distributor with such Blackjack growth tables (each a “**Blackjack Growth Table**”) as the Parties may from time to time agree. In addition to the Fees charged herein, for the provision of each Blackjack Growth Table, Evolution shall charge and the Distributor agrees to pay Evolution a fee of EUR twelve cents (€0.12) per *main* bet placed by a User on a Blackjack Growth Table (the “**Blackjack Growth Table Fee**”).

**Appendix B:**

Blueprint Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by Blueprint Branded games: - Ted - Inspector Gadget - Casper - Top Cat - Mars Attacks - Worms Reloaded - The Goonies - Thundercats - Count Duckula
Big Time Gaming (BTG) Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by BTG Branded games: - The Final Countdown - Danger! High Voltage - Who Wants to be a Millionaire - Lil' Devil - Millionaire Mystery Box - Survivor
Gamomat Branded Games	Two percent (2%) of the Gross Gaming Revenues generated by Gamomat Branded games Two percent (3%) of the Gross Gaming Revenues generated by Gamomat Premium games
EGT Interactive	Casino Module setup + €2500
Microgaming	Five percent (5%) of the Gross Gaming Revenues generated by Microgaming Branded games: - Battlestar Galactica - Bridesmaids - Bullseye Gameshow - Game Of Thrones 15 Lines - Game Of Thrones 243 Ways - Highlander - Jurassic Park - Jurassic World - Love Island - Playboy - Shoot!

	- Tarzan - Terminator II - The Phantom of the Opera - Live Games - Baccarat (Diamond) - Playboy - Live Games - MP Baccarat (Diamond) - Playboy
NetEnt	Three percent (3%) of the Gross Gaming Revenues generated by NetEnt Branded games: - Guns n Roses - Jimi Hendrix - Motorhead - Ozzy Osbourne - Jumanji - Scudamore Super Stakes - Vikings - Narcos - Conan - Street Fighter - Gordon Ramsay Hell's Kitchen - Fashion TV
NetEnt Live	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Blackjack Three percent (3%) of the Gross Gaming Revenues generated by Sidebets
Pragmatic Play Live	Three percent (3%) of the Gross Gaming Revenues generated by all the sidebets, including but not limited to "21+3" and "Perfect Pair".



SCHEDULE C

Gaming sites:
www.tether.bet

SCHEDULE D

Restricted territories

The Licensee further warrants that it shall use the Licensed Software and provide its online gaming operations only in those jurisdictions in which online gaming is permitted and that it is in compliance with the laws and regulations of such jurisdictions and any restrictions set out in this Agreement and or they have an appropriate gaming license for jurisdictions. Licensee must also exclude gameplay from jurisdictions where a Game Supplier has explicitly defined restricted jurisdiction, these can be found on the Hub88 Platform.

Hub88 is not accepting players from United States of America (US), United Kingdom (GB), Australia (AU) unless an operator holds a gaming license in these jurisdictions