

AMENDMENT NO. 1 TO
SERVICE LEVEL AGREEMENT
("AMENDMENT AGREEMENT 1")

This Amendment Agreement 1 to the Service Level Agreement is effective as of 1st January 2020 by and between:

Striking Stingray Cyprus Limited a Company incorporated pursuant to the laws of Cyprus with registration no HE 398271 and with registered Address Chytron 30 2nd Floor, Office A22 1075, Nicosia, Cyprus, **hereinafter referred to as 'the Service Provider'**

And

Abudantia B.V a company incorporated pursuant to the laws of Curacao with registration no 126608 with registered address Heelsumstraat 51 E-Commerce Curacao, **hereinafter referred to as 'the Client'**

collectively hereinafter referred to as 'the Parties'

WHEREAS:

1. The Service Provider and the Client are parties to the Service Level Agreement dated 1st June 2019. (attached as DOC. A), also referred to as 'Agreement'

AMENDMENT

2. In virtue of this Amendment Agreement 1 the Parties also confirm the applicability and contents of the aforementioned 'Agreement' with effective date 1st June 2019.
3. The Parties mutually agree to amend the Agreement in so far as Article 5 of the Agreement is to be removed and replaced with the following:

Article 5.

REMUNERATION

In consideration for the Services rendered by the Service Provider under this Agreement, the Client shall pay Fees as per attached Schedule.

In addition, the Service Provider shall be entitled to deduct the amount due by way of Payment Service Provider (PSP) fees, costs or other disbursements made by the Service Provider on behalf of the Client in terms of this Agreement, on a monthly basis prior to remittance and / or distribution of the balance of the funds held by it on behalf of the Client as per Client's instructions.

Service Provider will provide client with an overview of the PSP fees, costs or other disbursements made by the Service Provider.

4. The Parties mutually agree to amend the Agreement in so far as Part 5 of the Schedule of is to be removed and replaced with the following:

Schedule

Part 5 – Fee

The Service Provider shall be entitled to a fee for its Services (Part 4 of the Schedule), an amount to be agreed upon by the Parties with the possibility of annual adjustments.

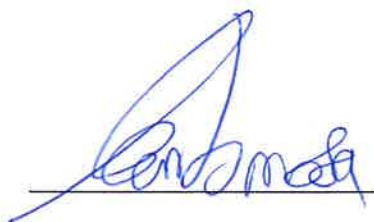
In addition, said Fees, costs, disbursements, referred to in Article 5 of the Agreement may be deducted from the amount due to the parent company following the execution of Services.

The applicable fee shall be in the amount of EUR 2,000 per month.



Signed by: eMoore N.V.
Director

Date 23/9/2021



Signed by: Ian Formosa on behalf of eMoore
Cyprus as per attached POA

Director
Date 25/08/2021

EMOORE CYPRUS LIMITED
(HE 392020)

By this Power of Attorney given on the 16TH day of SEPTEMBER 2020

EMOORE CYPRUS LIMITED a company incorporated and registered in the Republic of Cyprus, under registration No. HE 392020, having its registered office at Chytron 30, 2nd Floor, Office A22, 1075 Nicosia, Cyprus (hereinafter called "the Company") hereby appoints:

MR IAN FORMOSA
(Maltese ID Card Number 0281087M)

hereinafter called "the attorney") the true and lawful attorney of the company in all countries of the World for and in the name of and on behalf of the company to do or execute all or any of the acts and things hereinafter mentioned that is to say:

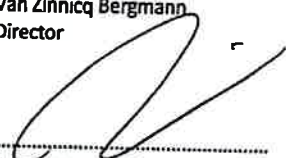
1. To represent the Company as the case may be, with authority to do, sign and conclude all that may be required in connection with all matters in the most general sense without exclusion of limitation.
2. This power of attorney may not be delegated to third parties
3. This power of attorney is valid for one year until 16th Day of September 2021.

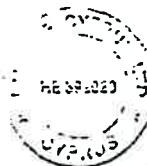
And it is hereby declared that:

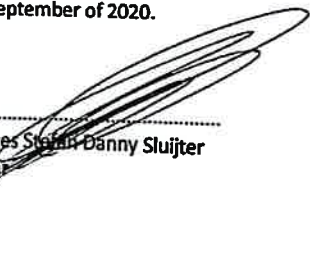
- a) The Company hereby ratifies and confirms and agrees to ratify and confirm whatsoever the attorneys shall do or purport to do by virtue of this power of attorney including in such confirmation whatsoever shall be done between the time of revocation of this power of attorney and the time of that revocation becoming known to the said attorneys.
- b) The company hereby authorises and empowers the attorneys to acknowledge in its name and as the act and the deed of the Company this power of attorney and that the seal of the company was duly affixed hereto and to register and record the same in the proper office and or registry and to obtain any and every other act and thing whatsoever which may be in anywise requisite or proper for authenticating and giving full effect to this power of attorney according to the law and usages of the respective country as fully and effectually as could the company.

In witness whereof this power of attorney has been executed this 16th September of 2020.


George Floris Joseph Marie
Van Zinnicq Bergmann
Director


Hans Rutger Kriek
Director




Johannes Stefan Danny Sluiter
Director

SERVICE LEVEL AGREEMENT

This Agreement represents a Service Level Agreement between Abudantia B.V. (hereinafter referred to as 'the Client') and Striking Stingray Cyprus Limited (hereinafter referred to as 'the Service Provider') – collectively 'the Parties' - for the provision of Services as defined in Part 4 of the Schedule attached hereto.

This Agreement is effective as of the date hereafter mentioned in Part 1 of the Schedule attached hereto (the "Commencement Date") and shall remain valid until superseded by a revised agreement mutually endorsed by the Parties or until Termination Date as hereinafter defined.

1. DEFINITIONS

Capitalized terms herein shall have the following meanings:

- (a) **"Services"** means the services to be provided by the Service Provider to the Client as defined in Part 4 of the Schedule.
- (b) **"Commencement Date"** means the date mentioned in Part 1 of the Schedule hereto.
- (c) **"Fees"** means the amount specified in Part 5 of the Schedule hereto.
- (d) **"Termination Date"** means the earliest to occur of the following:
 - (1) the expiration of three (3) calendar months after the end of the month in which either party hereto shall have given notice in writing to the other such party terminating this Agreement;
 - (2) following the breach by either party of any of their obligations under this Agreement the expiration of five (5) days after a party hereto shall have given notice in writing specifying the breach by the party notified of any of its obligations hereunder;
 - (3) the commencement of the winding up of either party hereto (otherwise than for the purpose of a reconstruction or amalgamation particulars of which shall have been given by the party intending to be wound up before the commencement of such winding up);
 - (4) the entry by either party into an arrangement or composition with its creditors otherwise than with the prior consent in writing of the other such party;
 - (5) the bankruptcy or appointment of a receiver of the property of either party hereto or of any part of such property without the prior consent in writing of the other such party.

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2. TERMS OF THE AGREEMENT

Whereas the Client is a licensed operator of an on-line gaming business and is in need of administrative and substantive services for the better performance of its business operations;

Whereas the Service Provider is willing and able to provide the required Services in consideration for the established Fees;

Whereas the Client wishes to engage the Service Provider to carry out the Services and the Parties wish to proceed with the engagement under the terms and conditions set out hereunder.

Now therefore the Customer and the Service Provider have agreed that on and from the Commencement Date the Service Provider shall perform the Services set out in Part 4 of the Schedule hereto subject to the terms and conditions hereinafter contained.

3. CLIENT RESPONSIBILITIES

The Client warrants that it has the authority to enter into this agreement on the Client's own behalf.

The Client agrees:

(I) to pay the Fees and to carry out all the activities and obligations required of it under the terms of this agreement.

If additional services are required additional fees will be payable by the Client and this will be discussed and agreed with the Service Provider prior to the provision of such additional services.

(II) to provide accurate, complete and timely information to enable the Service Provider to fulfil its obligations under this agreement;

The Service Provider shall not be under any obligation to verify the accuracy or completeness of any information provided by the Client and no liability shall arise for errors or deficiencies in the services arising out of or based on inaccurate or incomplete information or data.

Furthermore, the Client undertakes to advise the Service Provider as soon as practicable if any documentation or information furnished by the Client contains inaccuracies or errors;

(III) to assume responsibility for all and any liabilities incurred by the Service Provider in connection with the Services and to discharge the said liabilities on behalf of the Service Provider and to indemnify the Service Provider and / or any of its directors and officers and each and every one of them against any actions, proceedings, claims or demands which may be instituted or made against the Service Provider in respect of the said liabilities or damages, loss or expense sustained by the Service Provider in consequence of any such actions, proceedings, claims or demands including but without in any way restricting the generality of the foregoing the reasonable costs of defending or resisting any such actions proceedings claims or demands.

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This shall include reimbursement for any fiscal penalties, fines and interest relative thereto.

4. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider, as a direct consequence of the Services, acknowledges that it shall collect, hold and disburse for the Client certain funds and acknowledges that the Client shall have the exclusive right to direct how the funds shall be dealt with subject to the Service Provider's right of remuneration as per Paragraph 5 of this Agreement.

The Service Provider shall:

(i) perform the Services in such a manner as shall be in the best interests of the Client and most conducive to the promotion or furtherance of the Client's business having regard to the reasonable instructions in writing of the Client as may be given from time to time.

Provided that in performing the Services on behalf of the Client as aforesaid the Service Provider shall not be accountable or liable to the Client in regard to any loss, damages or liability from time to time sustained or incurred (whether during the term hereof or subsequently thereto) by the Service Provider in connection with the matters or things mentioned herein.

Provided further that, without in any way restricting the generality of the provisions herein contained, the Service Provider, in performing the Services on behalf of the Client as herein provided, shall have power during the term hereof (subject to any instructions in writing given to the contrary by the Client) to perform the Services upon and subject to such conditions and in such manner in all respects as in the opinion of the Service Provider shall be conducive to the promotion or furtherance of the Client's business in as full and ample a manner in all respects as if the Service Provider were performing same on its own account and for its own benefit.

(ii) keep proper books of accounts in relation to the Services wherein shall be recorded all monies received and disbursed by the Service Provider and all other matters and things of which account ought to be kept under applicable law or according to the usual and regular course of business.

The said books of account together with all contracts, vouchers, records and papers pertaining to the Services shall be kept at the establishment of the Service Provider and shall be available at all reasonable times for inspection by the Client or by any person authorised by the Principal in writing to do so.

5. REMUNERATION

In consideration for the Services rendered by the Service Provider under this Agreement the Client shall pay Fees as per attached Schedule.

The Service Provider shall be entitled to deduct the amount due by way of Fees, costs or other disbursements made by the Service Provider on behalf of the Client in terms of this Agreement on a monthly basis prior to remittance and / or distribution of the balance of the funds held by it on behalf of the Client as per Client's instructions.

6. DURATION AND TERMINATION

Effect shall be given to this Agreement and to the terms and conditions herein contained by both parties hereto from the Commencement Date until the Termination Date.

This Agreement and the terms and conditions hereof shall cease and determine on the Termination Date without prejudice to any rights and obligations created by the said terms and conditions subsisting at the Termination Date.

With effect from the Termination Date (whatever the reason for termination) the Service Provider shall have no further obligation to perform any of the Services. The Client shall inform all relevant third parties accordingly and all sums payable by the Client shall become due and payable by them directly.

7. DATA PROTECTION

The Service Provider warrants that it will duly observe all the requirements of the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC with national implementations as applicable) which relate to the processing of data relating to individuals living in the European Union where applicable.

8. CONFIDENTIALITY

Except as set out below the Parties agree to keep all information received in relation to this Agreement and to the Services confidential and to use it solely for the purpose of providing the Services save where:

- (i) a party gives written permission otherwise;
- (ii) disclosure is required to satisfy mandatory legal obligations or regulatory requirements;

This obligation of confidentiality shall continue to apply even after the Termination Date.

9. WAIVER

The failure of either party to insist upon performance of any of the terms and conditions hereof shall not be deemed a waiver of future compliance therewith and shall not in any way prejudice the remaining terms and provisions thereof.

If any term of this Agreement, in whole or in part, becomes illegal, invalid or unenforceable or is found to be so by declaration of a Court or other competent authority such part or provision or term will to that extent be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement will not be affected or impaired.

This Agreement may only be amended or varied if agreed by both parties in writing.

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10. ASSIGNMENT

Neither party shall assign its rights or obligations as arising under the terms of this Agreement without the prior written consent of the other party.

11. NOTICE

Any notice required to be given under the terms and conditions hereof shall be deemed duly given if delivered in writing and by hand or by registered mail to the other party at the address set out in the Schedule hereto or at such other place as may be specified from time to time during the term hereof by a notice sent in accordance with this clause.

Any notice given in accordance with this clause shall be deemed to have been given at the date of the delivery or, if sent by registered mail, three business days after date of postage.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and given effect to in accordance with Cypriot Law and any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the Courts of Cyprus.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered by their duly authorised representatives.


Abundantia B.V.
Signed by: *eMoore N.V., Mr. G.F.J.M. van Zuijdam Bergmann*
Title: *Managing Director*

I have the authority to bind the Corporation




Striking Stingray Cyprus Limited
Signed by: *IAN FORMOSA OBO STEFAN SLUITER AS PER POA DATED 16/04/2019*
Title: *As director of eMoore Cyprus Limited, directors*

I have the authority to bind the Corporation

SCHEDULE

Part 1 – Commencement

This contract is effective as of the 1st June 2019

Part 2 – Client

Abundantia B.V., a company incorporated pursuant to the laws of Curaçao with registration no. 126608.

Registered Address: Heelsumstraat 51, E-commerce Park, Curacao

Correspondence Address: Heelsumstraat 51, E-commerce Park, Curacao

Part 3 – Service Provider

Striking Stingray Cyprus Limited, a company incorporated pursuant to the laws of Cyprus with registration no HE 398271

Registered Address: Chytron 30, 2nd floor, Flat/Office A22, 1075, Nicosia, Cyprus.

Correspondence Address: Chytron 30, 2nd floor, Flat/Office A22, 1075, Nicosia, Cyprus.

Part 4 – Services

Revenue collection functions, as directed by the Client, including but not limited to:

- the negotiation and signing of payment processing agreements with third parties;
- the opening of bank accounts;
- the making of money transfers in accordance with instructions from the Client;
- the acceptance and deposit of funds from Client's customers;
- the disbursement of funds in accordance with instructions from the Client; and
- the performing of all other acts ancillary or conducive to the above.

Part 5 – Fee

The Service Provider shall be entitled to a fee for its services in an amount to be agreed upon by the parties from time to time. The first applicable fee shall be in the amount of EUR 2,000 per month.

AMB⁶



eMoore Cyprus Limited
Chytron, 30, 2nd Floor,
Flat / Office A22,
1075, Nicosia,
Cyprus
T +357 22 257 680

emoore.com

Date

16.04.2019

The undersigned, bearer of Maltese Identity Card number 130256A and holder of Dutch Passport number NU305B1J4 in his capacity –

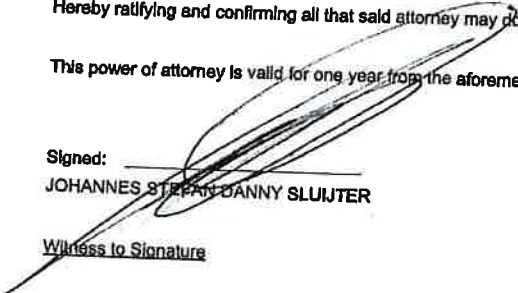
as Director of eMoore Cyprus Limited, a limited liability company established under the Laws of Cyprus, having its Registered Address at Chytron, 30, 2nd Floor, Flat / Office A22, 1075, Nicosia, Cyprus, and registered at the Cypriot Registrar of Companies under the number HE 392020 ('the Company'), hereby constitutes and appoints

MR. IAN FORMOSA (Maltese Identity Card number 281087M)

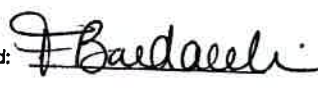
as attorney, with the power of substitution, to represent the Company as the case may be, with authority to do, sign and conclude all that may be required in connection with all matters in the most general sense without exclusion or limitation.

Hereby ratifying and confirming all that said attorney may do in the name, place and stead of the undersigned.

This power of attorney is valid for one year from the aforementioned date.

Signed: 
JOHANNES STEPAN DANNY SLUITER

Witness to Signature

Signed: 

Dr Francesca Baldacchino LL.B. LL.D.
Advocate

Reg. No. HE 392020

MALTA | CURAÇAO | NETHERLANDS | GIBRALTAR | CYPRUS

Registered to act as a Company Service Provider by the Malta Financial Services Authority.