

SERVICE AGREEMENT

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This SERVICE AGREEMENT (this “**Agreement**”) is made and entered into as of October 26th 2020 by and between KumaGaming Technology Co., Ltd. (“KUMAGAMING”), a company duly established under the laws of Taiwan, having its registered address at 26-3, No. 213, Chaofu Road, Xitun Distric, Taichung City; and Sector Media N.V. (“Licensee”), a company duly established under the laws of Curacao, having its registered address at Heelsumstraat 51, E-Commerce Park; Curacao;

KUMAGAMING and Licensee may hereinafter be individually referred to as Party and/or together as Parties

WHEREAS, KUMAGAMING engages in the business of designing, developing and producing various online gaming software and platforms;

WHEREAS, Licensee engages in the business of operating online games;

WHEREAS, KUMAGAMING wishes to grant Licensee the rights provided in this Agreement for the purpose of using the Licensed Software (as defined below);

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is agreed to by the Parties, in exchange for the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

In addition to those definitions set forth elsewhere in this Agreement, the following terms have the meanings specified below:

“Affiliate” means any entity now or hereafter that is directly or indirectly controlled by, under common control with or that controls the subject Party.

“Authorized Site Address (URL)” means the address that people may type in their browsers to reach the domain(s), as listed in Attachment 1.

“Confidential Information” means the Licensed Software and any other information expressed in any form in connection with the business of KUMAGAMING which is commercially sensitive or of a secret nature, including but not limited to any ideas, business models, finance, prices, customer lists or other details, computer systems and software, products or services and any other information of a confidential nature.

“Excluded Territories” are Aruba, Bonaire, Curacao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore, USA and any other jurisdiction, in which the provision of gaming or otherwise gambling services is or becomes strictly prohibited and those countries/geographic areas which are excluded from the scope of this Agreement, as notified by KUMAGAMING to Licensee at any time in KUMAGAMING’s sole and absolute discretion.

“Licensed Purpose” means the purpose of operating and providing end-users access to the Licensed Software.

“Licensed Software” means the software licensed hereunder, as listed in Attachment 1.

“Party” means KUMAGAMING or Licensee, and “Parties” mean KUMAGAMING and Licensee collectively.

“Term” means the period set out in Article 2.1, and any and all renewal terms.

2. TERM

2.1 This Agreement will be effective from October 26th, 2020 till October 26th, 2021.

- 2.2 This Agreement shall be automatically renewed at the end of the current term for a successive one-year term unless either Party gives a written notice of its intention not to renew three months before expiration of the current term.
- 2.3 The renewal of this Agreement in accordance with Article 2.2 only applies to all the existing Licensed Software. If Licensee requires any new software, products, services, or any modifications or enhancements to the Licensed Software, Licensee shall deliver a request to KUMAGAMING. Upon receipt of such request, KUMAGAMING will deliver to Licensee a detailed quotation for such request.

3. LICENSED SOFTWARE

- 3.1 KUMAGAMING will design and provide a platform (the "Licensed Software") for Licensee's operation. KUMAGAMING shall own all rights, titles and interest, including any intellectual property rights, in and to the Licensed Software, any deliverables or any work carried out pursuant to this Agreement, including without limitation, all software, business processes, website designs, graphics, text, content, API and API instructions, trade names, trade secrets and know-how, and all documentation in relation to the foregoing.
- 3.2 KUMAGAMING will throughout the Term hereof provide 24/7 technical support services to Licensee: (i) all reasonable assistance in the resolution of queries via Skype; and (ii) recommendations relevant to the course of action necessary to recover from a fault. Licensee hereby agrees that KUMAGAMING may perform scheduled or unscheduled maintenance or updates to the Licensed Software from time to time. KUMAGAMING reserves the right to suspend access to the Licensed Website during the time required for such maintenance or updates. Any unscheduled maintenance will be notified in advance. Both Parties agree to use their best efforts to satisfy timely each of the provisions set forth in this article 3.2 in order to keep any downtime resulting from any such provision to a minimum.

4. LICENSE

- 4.1 Subject to the terms and conditions hereof, KUMAGAMING grants Licensee, for the Term of this Agreement, a non-exclusive, revocable, non-transferable, non-assignable, limited license to use the Licensed Software solely for the Licensed Purpose on the Authorized Site Address (URL) within any territory outside the Excluded Territories. The Licensed software may include software products licensed by other third party providers (the "Third Party Games"), and such Third Party Games are provided "AS IS" without warranty of any kind and use of such Third Party Games shall be governed by the terms and conditions of the license agreement applicable to it, as provided by KUMAGAMING or as published or amended from time to time by such third party provider(s) (the "Third Party Content Agreement"). KUMAGAMING reserves the right, at its sole discretion and at any time, to remove or prohibit the use of any games (including any Third Party Games) from being run on the URL. Any license agreement or Third Party Content Agreement between KUMAGAMING and Third Party Game providers shall contain terms and conditions no less restrictive than those set forth in this Agreement and Licensee shall have the right to request necessary Know Your Customer (KYC) documentation from KUMAGAMING regarding Third Party Game providers and shall have the right to refuse certain games at Licensees discretion.
- 4.2 Licensee may, upon prior written approval of KUMAGAMING, grant non-exclusive sublicenses, without the right to further sublicense, to third parties. Any agreement granting a sublicense shall contain terms and conditions no less restrictive than those set forth in this

Agreement and shall state that the sublicense is subject to the termination of this Agreement. Licensee shall have the same responsibility for the activities of any sub-licensee as if the activities were directly those of Licensee. Licensee shall provide KUMAGAMING with the name, contact information and address of each sub-licensee, as well as information regarding its business scale for KUMAGAMING to determine whether or not to allow such sublicense. Upon KUMAGAMING's request Licensee shall provide to KUMAGAMING copies of each sublicense agreement and any amendments thereto.

4.3 Licensee is expressly prohibited from:

- a. copying, translating, renting, selling, distributing, disclosing, or transferring, in whole or in part, any of the Licensed Software/Licensed Website;
- b. reproducing, decoding, deriving source code from, reverse engineering, modifying, disassembling, or decompiling the Licensed Software/Licensed Website or any part of it;
- c. removing any copyright, proprietary or similar notices from the Licensed Software/Licensed Website;
- d. creating derivative works of the Licensed Software/Licensed Website unless it has been previously agreed by KUMAGAMING; or
- e. using the Licensed Software/Licensed Website to transact with any person in any Excluded Territory.

5. SET-UP FEE AND LICENSE FEE

- 5.1 SET-UP FEE: A non-refundable set-up fee (as described in Attachment 2, "Set-up Fee") shall be paid to KUMAGAMING by Licensee, by direct transfer to KUMAGAMING's designated bank account, upon signing of this Agreement. This Set-up Fee may not be set-off against any other Fees payable by Licensee.
- 5.2 REVENUE SHARE: A non-refundable revenue share which equals to a percentage of Licensee's gross revenue from the Licensed Software operated by Licensee or its Affiliates (as described in Attachment 2; "Revenue Share") shall be paid to KUMAGAMING by Licensee in accordance with Article 6 after Licensee accepts the Licensed Software.

No later than 24 hours from the date on which KUMAGAMING delivers the Licensed Software to Licensee, Licensee shall perform and conclude acceptance testing to confirm the Licensed Software operates materially in accordance with the relevant functional and technical specifications as published by KUMAGAMING. The Licensed Software shall be deemed to have passed the acceptance test and Licensee shall be deemed to have accepted the Licensed Software upon the earliest of: (a) Licensee's written or oral acceptance; (b) when Licensee or its Affiliates use the Licensed Software or any part thereof in an environment accessible by the general public or specific customers whether from the Authorized Site Address (URL) or otherwise; or (c) Licensee fails to notify KUMAGAMING of its acceptance or any failure of the Licensed Software within the 24 hours period in accordance with this Article 5.2, and Licensee's payment obligation hereunder will start immediately.

- 5.3 If upon the proper operation of the Licensed Software it fails to operate materially in accordance with the relevant functional and technical specifications as published by KUMAGAMING, Licensee shall, within the above-mentioned 24 hours period notify KUMAGAMING of any such failure and KUMAGAMING will promptly resolve such fault with the Licensed Software. Licensee shall promptly conduct and complete repeat tests on the Licensed Software but in any event no later than 24 hours and shall confirm to KUMAGAMING whether the Licensed Software has been accepted or whether a fault still



exists. The procedure set out in this Article 5.3 shall be repeated until either the Licensed Software is accepted or the Licensed Software is deemed accepted in accordance with Article 5.2.

5.4 The Revenue Share may not be set-off against any other Fees payable by Licensee.

5.5 **MINIMUM REVENUE SHARE:** A minimum revenue share (as described in Attachment 2, "Minimum Revenue Share") is payable irrespective of actual gross revenue of Licensee. Licensee shall pay the Revenue Share or the Minimum Revenue Share, whichever is higher, to KUMAGAMING.

6. PAYMENT

6.1 The Minimum Revenue Share for the first month shall be prepaid immediately after KUMAGAMING's delivery of the Licensed Software. The balance of the Revenue Share for each month shall be calculated on the first Monday of next month, and shall be paid within five (5) working days following the billing date, together with the Minimum Revenue Share for next month. In the absence of written notice of discrepancy from Licensee within two (2) days from its receipt of KUMAGAMING's invoice, the invoice will be deemed correct in all respects.

6.2 If Licensee fails to pay in accordance with Article 6.1, KUMAGAMING will have the right to suspend or discontinue license hereunder, adjust the commercial terms hereof, or terminate this Agreement immediately.

6.3 Any payments hereunder shall be made by direct transfer to KUMAGAMING's designated bank account.

6.4 Licensee's payment obligation under this Agreement shall be performed without any right of Licensee to make any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

7. PRODUCT & SUPPORT

7.1 KUMAGAMING will provide the Licensed Software which includes the gaming categories as described in Attachment 1.

7.2 KUMAGAMING's technical support is available 24 hours a day, 7 days a week, and includes software updates, if any. Updates do not include any release, option or future products that KUMAGAMING licenses separately.

7.3 KUMAGAMING may access the administration pages of the Licensed Software for the purpose of uploading or changing specific advertisement pictures and/or any advertising materials. All the contents provided by Licensee can only be uploaded and used on the Licensed Software upon KUMAGAMING's prior approval.

8. OWNERSHIP

8.1 Licensee acknowledges and agrees that the Licensed Software and all intermediate and partial versions thereto, including without limitation all modifications, derivatives, enhancements, updates, bug fixes, inventions, know-how, as well as all intellectual property rights including, without limitation, copyrights, patents, trade secrets, and all other information relating thereto are and will remain the sole and exclusive property of KUMAGAMING, and Licensee shall have no right, title or interest therein except as expressly set forth in this Agreement.



9. INTELLECTUAL PROPERTIES

- 9.1 KUMAGAMING shall have the right to access the Licensed Software servers for the purpose of using, backing up and securing Licensee's content, and restoring files and database information. In order to address security vulnerabilities, KUMAGAMING may push an upgrade to the Licensed Software, or may access Licensed Software to remove malicious code. KUMAGAMING may also scan the content of the Licensed Software, and compile aggregated/anonymized statistics for KUMAGAMING's internal use to optimize the performance of KUMAGAMING's service. All content uploaded by Licensee will remain in the possession of Licensee and KUMAGAMING shall have no right to copy, reproduce, distribute, transmit, broadcast, display, store, or otherwise exploit any content uploaded to the Licensed Software.
- 9.2 Licensee hereby represents, warrants and covenants to KUMAGAMING that all the materials provided to KUMAGAMING hereunder, including without limitation, trademarks, logos, images, documents or data, do not infringe the rights of any third party, and use of the same for the purpose of this Agreement will not infringe or violate the rights of any third party.

10. WARRANTY & DISCLAIMERS

- 10.1 Both Parties represent and warrant that they have full authority to enter into this Agreement and perform its obligations hereunder.
- 10.2 The Licensed Software provided to Licensee hereunder is provided "AS IS" without any warranty whatsoever. The entire risk associated with the use of the Licensed Software resides with Licensee. All other warranties, either express or implied, are disclaimed, including, without limitation, the implied warranties of merchantability, accuracy, non-infringement, and/or fitness for a particular purpose.
- 10.3 Licensee acknowledges that KUMAGAMING assumes no risk for damages whatsoever as a result of Licensee's use of the Licensed Software/Licensed Website. KUMAGAMING shall not be responsible for any loss-of-profit, indirect, incidental, punitive, special, or consequential damages arising out of Licensee's use of the Licensed Software/Licensed Website. Parties mutually agree to indemnify, defend and hold the other harmless for any claim, debt, cause of action or other demand made by any party whatsoever, for any reason whatsoever, for, from, or as a result of any negligent action, negligent omission, negligent breach, ensuing injury from such actions or inactions caused to be or claimed by any third party.
- 10.4 Licensee acknowledges that KUMAGAMING will not be liable for any delay or failure to perform its obligations hereunder to the extent such delay or failure is caused by any of the following:
- a. failure, interruption, or corruption of any hardware, software or other systems;
 - b. compelled by law or regulation;
 - c. circumstances beyond KUMAGAMING's reasonable control, including without limitation, any act of God, any acts of the common enemy, earthquakes, floods, fires, epidemics, riots, acts of terrorism, emergency power shut off, hack attacks, hijacking, failure or delay in functions, transportation or communications; or
 - d. regular maintenance on a weekly basis.
- KUMAGAMING shall have the right to suspend performance of its obligations or terminate this Agreement immediately upon the occurrence of the events described in this Article 10.4.
- 10.5 Licensee warrants, represents and undertakes that Licensee shall ensure that each end-user

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complies with the warranties, representations and obligations set forth under this Agreement (as if it were the Licensee) and the Third Party Content Agreement, and shall remain responsible to Licensor for any breach of this Agreement and/or the Third Party Content Agreement by any end-user, as if it were the breaching end-user.

- 10.6 During the Term, for each and every jackpot casino games which Licensee shall choose to utilize, Licensee shall be solely responsible and irrevocably undertakes to provide and deposit any and all jackpot contribution.

11. COMPLIANCE

- 11.1 Both Parties shall comply with all applicable laws, statutes, and regulations and will not use the Licensed Software in connection with any illegal, fraudulent, or deceptive activity.
- 11.2 Both Parties shall be responsible for obtaining and maintaining all necessary licenses and permits to enable Licensee to make available the Licensed Software and to permit end users to play lawfully. Licensee shall be solely responsible for the management and maintenance of the Licensed Software and the Authorized Site Address (URL) and any activity therein.
- 11.3 Licensee agrees to comply with KUMAGAMING's software/product policies as published by KUMAGAMING from time to time.

12. CONFIDENTIALITY

- 12.1 Licensee and KUMAGAMING realize that some information received by one Party from the other pursuant to this agreement shall be confidential. It is therefore agreed that any information received by one Party from the other, and clearly designated in writing as "Confidential" shall not be disclosed by either party to any third party and shall not be used by either Party for anything other than the Licensed Purpose for a period of three years from the termination of this Agreement. Parties will maintain the Confidential Information in confidence and with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under any circumstances, will neither disclose nor copy the Confidential Information except as necessary for its employees with a need to know and will not utilize the Confidential Information except to the extent required for ensuring compliance with this Agreement and for the Licensed Purpose. Licensee shall ensure that any copy of the Confidential Information made by Licensee will be marked "confidential", "proprietary" or with a similar legend and preserve any confidentiality legend on the materials provided to Licensee under this Agreement. Licensee will not, however, be liable for breach of its obligations as a result of any disclosure of any Confidential Information which is:

- a. rightfully in the public domain other than by Licensee's breach of a duty; or
- b. rightfully received by Licensee from a third party without any obligation of confidentiality; or
- c. rightfully known to Licensee without any limitation on use or disclosure prior to its receipt from KUMAGAMING; or
- d. independently developed by employees of Licensee without use or reference of KUMAGAMING's materials; or
- e. required to be disclosed by law or in response to a valid order of a court or other governmental body; provided, however, in any such case, Licensee must first give KUMAGAMING at least 10 days advanced written notice so that KUMAGAMING may seek an appropriate protective order.

12.2 In the event of any termination or expiration of this Agreement, or at any time upon receipt of either Party's request, Party's must return or destroy all copies of the Confidential Information (whether in a stand-alone document or as part of another document) and certify in writing to the other Party that all copies of the Confidential Information in Licensee's possession have been returned or destroyed.

12.3 This Article 12 shall survive the termination or expiration of this Agreement.

13. EARLY TERMINATION

13.1 Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach hereof and does not correct such breach within ten (10) days after receiving a written notice complaining thereof.

13.2 Notwithstanding the foregoing, either party may terminate this Agreement without cause upon a thirty (30) days written notice.

13.3 KUMAGAMING may suspend or terminate this Agreement in whole or in part at any time with immediate effect by giving notice to Licensee if:

- a. Licensee breaches Article 5 or fails to pay any amount when due under this Agreement;
- b. Licensee breaches any laws, statutes, or regulations;
- c. Licensee does not have or no longer has sufficient regulatory licenses, consents or permits required for operating the Licensed Software;
- d. Licensee ceases, or threatens to cease, to carry on business;
- e. Licensee's business or action is considered by KUMAGAMING to be disreputable or capable of damaging the reputation or brand image of KUMAGAMING or KUMAGAMING's Licensed Software.

13.4 Licensee may suspend or terminate this Agreement in whole or in part at any time with immediate effect by giving notice to KUMAGAMING if:

- f. KUMAGAMING breaches any laws, statutes or regulations;
- g. KUMAGAMING does not have or no longer has sufficient regulatory licenses, consents or permits required for operating the Licensed Software;
- h. KUMAGAMING ceases, or threatens to cease, to carry on business
- i. KUMAGAMING's business or action is considered by Licensee to be disreputable or capable of damaging the reputation or brand image of Licensee

14. GENERAL

14.1 This Agreement and any dispute claim or obligation arising out of or in connection with it shall be governed by Curacao Courts, and construed in accordance with Curacao laws.

14.2 A Party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

14.3 The Parties are independent contractors and are not partners or joint venturers with each other.

14.4 Licensee may not assign this Agreement. Any attempted assignment by Licensee will be null and void.

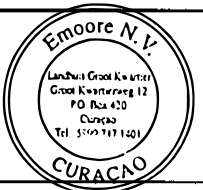
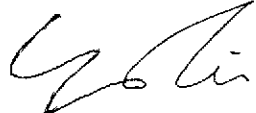
14.5 This Agreement sets forth the entire agreement and understanding between the Parties and supersedes and merges all prior and contemporaneous oral and/or written agreements, discussions and understandings concerning the subject matter hereof. This Agreement may not be modified except by a written instrument executed by the Parties. No waiver or

modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each Party.

14.6 Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

14.7 The clause headings are for the purpose of reference only and do not form part of this Agreement, nor do they affect the interpretation, validity or enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date and year first written above.

KumaGaming Technology Co., Ltd.	Sector Media N.V.	
By: 	By: 	
Name: <u>Eric Lin</u>	Name: <u>eMoore N.V.</u>	
Title: <u>CEO</u>	Title: <u>Managing Director</u>	

Attachment 1	
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Licensed Software/Gaming Categories:

The Licensed Software is the web-based software which includes the following contents:

- a. LIVE CASINO / LIVE DEALER – will be provided by Evolution Gaming and Microgaming (Baccarat, Sic Bo, Roulette, Mahjong Tiles, Dragon Tiger, 3 Face, Bull Bull, Unlimited Blackjack, Texas Hold'em, Se Die, Wenzhou Pai Gow)
- b. SLOT GAMES: Including the 2D and 3D casino games

The Licensed Software will be provided on or before October 26th 2020

Authorized Site Address (URL): [<https://casino-wonder.com/>]

*In the event that Licensee wishes to request and make available the Licensed Software via an additional Authorized Site Address (URL), Licensee shall submit a request and provide all relevant information to KUMAGAMING as to the relevant intended Authorized Site Address (URL) for KUMAGAMING's review and approval.

Attachment 2

Set-Up Fee	A non-refundable set-up fee RMB 100,000 shall be paid to KUMAGAMING by Licensee upon signing of this Agreement.
Revenue Share	Six percent (6%) of Licensee's gross revenue from the online game(s) operated by Licensee or its Affiliates with Licensed Software *Calculation starts after Licensee accepts the Licensed Software and after expiration of 13-day free period.
Minimum Revenue Share	RMB 100,000 per month
Prepaid Revenue Share	Licensee shall prepaid RMB 1,200,000 to KUMAGAMING within 2 weeks after signing of this Agreement as the Minimum Revenue Share for the initial 12 months. Such prepaid revenue shares are non-refundable unless otherwise agreed by KUMAGAMING. If Licensee does not pay the prepaid revenue share within this two weeks period, KUMAGAMING will have the right to suspend or discontinue license hereunder, adjust the commercial terms hereof, or terminate this Agreement immediately.
Sublicense Fee	RMB 100,000 per month for each sub-licensee. Any sublicense of Licensed Software shall be subject to KUMAGAMING's prior written approval in accordance with Article 3.2 hereunder.

*All sums payable to KUMAGAMING are exclusive and are to be paid free and clear of, and without deduction or withholding for, any tax, duties, remittance charges, and/or other withholdings whatsoever and Licensee shall be solely responsible for any such taxes, remittance charges and/or other withholdings.

Handwritten signature

Favorable terms

Month cycle : From first Monday of a month till the first Sunday of the following month or the last Sunday of the month (Under the condition that the last day of a month is Sunday)

(e.g.1): The month cycle of May 2015 is 4th May till 31st May

(e.g.2): The month cycle of June 2015 is 1st June till 5th July

Table 1 :

Gross Revenue	Revenue Share	Minimum Revenue Share
Below \$1,000,000	8%	\$100,000
\$1,000,001 – \$2,000,000	7%	
\$2,000,001 – \$3,000,000	6%	
Above \$3,000,001	5%	

* Calculation Example:

(1) If the gross revenue of Licensee for a specific month is RMB 5 million, then Licensee shall pay KUMAGAMING the Revenue Share calculated as follows:

[The Revenue Share (RMB 1 million * 8% + RMB 1 million * 7% + RMB 1 million * 6% + RMB 2 million * 5% = RMB 310,000) is more than the Minimum Revenue Share (RMB 100,000), Licensee shall pay RMB 310,000 as its Revenue Share]

(2) If the gross revenue of Licensee for a specific month is RMB 1 million, then Licensee shall pay KUMAGAMING the Revenue Share calculated as follows:

[The Revenue Share (RMB 1 million * 8% = RMB 80,000) is less than the Minimum Revenue Share (RMB 100,000), Licensee shall still pay RMB 100,000 as its Revenue Share.]

(3) If the gross revenue of Licensee for a specific month is RMB -5 million (while players win), then Licensee shall pay KUMAGAMING the Revenue Share calculated as follows:

[The Revenue Share (RMB -5 million * 8% = RMB -400,000) plus the Minimum Revenue Share (RMB 100,000), KUMAGAMING shall pay Licensee RMB 300,000 as its Revenue Share.]

Note :

Gross win of different websites but same operators will be separately calculated.

(e.g.) ABC CasinoCity and 123 casino. Being the same operator, the gross revenue will be calculated separately.

*KUMAGAMING reserves all rights to change these terms and conditions at any time.

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Attachment 3

KUMAGAMING's Technical Contact	Licensee's Technical Contact
Name: IT	Name: Rodney Alan Hall
Title: CTO	Title: N/A
Email: it@kuma-gaming.com	Email: sectormedianv@gmail.com
Phone: N/A	Phone: N/A
Address: N/A	Address: N/A
KUMAGAMING's Commercial Contact	Licensee's Commercial Contact
Name: Eric Lin	Name: Rodney Alan Hall
Title: CEO	Title: N/A
Email: admin@kuma-gaming.com	Email: sectormedianv@gmail.com
Phone: N/A	Phone: N/A
Address: N/A	Address: N/A



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