

SERVICES AGREEMENT

between

RISERGO LIMITED

- and -

RED BUS MARKETING Ltd

This Services Agreement (hereinafter referred to as the “Agreement”) is entered on October 15, 2020 by and between:

(1) **RISERGO LIMITED**, a company registered in Chytron, 3 Flat/Office 301, 1075, Nicosia, Cyprus with registered company number HE 410095; (hereinafter referred to as the “Company”),

and

(2) **RED BUS MARKETING LTD**, a company incorporated in the United Kingdom under registration number 12696357 and having its registered office at: 20-22 Wenlock Road, London, N1 7GU, United Kingdom (hereinafter referred to as the “Services Provider”),

hereinafter collectively referred to as the “Parties” and each individually as the “Party”.

WHEREAS:

(A) The Services Provider is in the business of providing services, in particular web design, web development, strategic marketing, client support, product development, consulting, business development, market research and brand protection services.

(B) The Company and Services Provider have agreed that Services Provider will provide Company with services on the terms and conditions contained herein.

IT IS AGREED as follows:

1. TERMS AND DEFINITIONS

“Confidential Information” means confidential and/or Proprietary Information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, Know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

“Effective Date” October 15, 2020;

“Intellectual Property Rights” means patents, inventions, utility models, registered and unregistered design rights, Know-how, copyrights, semiconductor topography rights, rights of extraction relating to databases, the right to use software, marks, trademarks, trading name, domain names and all other similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

“Know-how” means confidential industrial and technical information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including (without limiting the foregoing) drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, specifications, tables and procedures;

“Product(s)”	means any products owned by or licensed to the Company.
“Promoted Websites”	means websites and mobile websites operated by the Company or any other websites that may be added at the Company’s sole discretion from time to time;
“Proprietary Information”	means the proprietary information of the Company and includes, but is not limited to, all customer information, customer data, concepts, business and technical data, web designs, programs, research, methodology, specifications, strategies, inventions, Know how, licenses, marketing plans, prototypes, software, systems, strategies and Intellectual Property Rights of the Company;
“Term”	means the period of time referred to in clause 7;
“Services”	means the services described in the clause 2.1.

2. SCOPE OF WORK

- 2.1. The Services Provider shall deliver the Services to the Company including but not limited to:
- consulting advice to the existing and prospective partners of the Company on all industry topics and issues related to the Products offered by the Company;
 - Front End Web Development including converting PSDs to HTMLs, new web page development, mobile web development, and bug fixing;
 - developing the software for the general performance analytics, affiliate and customer relationship management;
 - providing general system administration limited to advising on server relocation selections and deployment of new servers, general optimization of application on Promoted Website;
 - researching global markets, monitoring competition in the markets, in which the Company operates;
 - provide client support services via email, SMS, phone and online chat;
 - providing other consulting services on the Company’s demand.

2.2. The Services Provider shall not provide any Services that consist of the manufacture, installation, supply or adaption of gambling software within the meaning of section 41 of the Gambling Act 2005 ("the 2005 Act" and in particular it shall not be required by the Company to develop virtual event pages, virtual event control, bet capture, bet settlement, random number generation software, gambling transaction record software or any other remote gambling software that might give rise to the requirement for a gambling software operating licence or any other licence under the 2005 Act.

3. EXCLUSIVITY

During the Term of this Agreement, the Company shall not employ, contract or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of the Services Provider without the written consent of the Services Provider.

4. FEES AND BILLING

4.1 The Company shall pay hourly fees for the Services rendered by the Services Provider calculated individually on each engaged project and where hourly fees are not agreed the Company and the Services Provider shall agree fees based on the Services Provider receiving an uplift on its cost of providing the Services of between five (5) and ten (10) percent.

4.2 The Services Provider shall be responsible for calculating the fees for the Services provided. The invoice shall be sent to the Company's email address. Payment is due within thirty (30) days of the invoice date.

4.3. The Company shall have the opportunity to raise any queries which it may have in relation to an invoice provided by the Services Provider within ten (10) days of the date of receipt of the invoice by the Company. If the Company does not raise any queries on an invoice within ten days of the date of receipt of the invoice by the Company it will be deemed to have accepted the invoice. However, if the Company does raise such a query then both Parties shall attempt to resolve such query within five (5) working days of the date of the Services Provider's receipt of the Company's query. In the event that parties are not able to resolve the query within that period, both Parties shall agree together whether to extend the period of time for resolving the query (and such extension may be made only once per invoice). In any event the Company shall promptly settle any part of the invoice which does not relate to the query and take prompt action to resolve any dispute arising from any query it may have in relation to an invoice.

5. TAXES AND OTHER FEES

All sums due by the Company to the Services Provider under this Agreement are exclusive of Value Added Tax which shall be payable in addition if applicable and shall be made in full without deduction for set off or counterclaim or deduction of taxes, charges or other duties that may be imposed.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHT

6.1. Commencing on the date of signing of this Agreement and for a period of three (3) years from the termination of this Agreement each Party shall keep confidential the Confidential Information of the other Party and shall not use such Confidential Information otherwise than for the purposes set out in this Agreement.

6.2. Each Party shall take reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information of the other Party (that is disclosed to it) by its employees, agents, subcontractors or other intermediaries.

6.3. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information.

6.4. The foregoing restrictions on use and disclosure of Confidential Information do not apply to the information that:

- is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or
- is, or becomes publicly known, through no wrongful act or omission of the receiving party; or
- is received without any restriction from a third party who is free to disclose it without confidentiality obligation to the disclosing party; or
- is developed independently by the receiving party without reference and access to the Confidential Information, or
- is required to be disclosed by law, regulation, or court or governmental order, provided that the Party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall contemporaneously notify the other Party of such disclosure.

6.5. The Company is the sole owner of the Intellectual Property Rights to the Products, software and Promoted Websites except for the Products and/or software that have been licensed to the Company, which licence permits the Company to use such Products and/or software for the purposes for which it uses them ("**Company's Intellectual Property**"). The Services Provider shall not use the Company's Intellectual Property for any purpose other than as provided for in this Agreement. The Company irrevocably indemnifies

and undertakes to hold the Services Provider harmless against any claim brought against the Services Provider arising from the Services Provider using the Company's Intellectual Property in the provision of the Services.

7. TERM OF AGREEMENT

This Agreement shall commence as of the Effective Date and shall remain in force for an initial period of five (5) years (hereafter the "**Initial Term**"). Following the expiration of the Initial Term, this Agreement shall thereafter automatically be renewed for the subsequent three (3) years terms unless terminated by either Party by providing no less than six (6) months prior written notice of termination expiring on the date on which this Agreement would otherwise automatically renew for a three (3) years term. For further clarity, Term shall refer to any subsequent term of this Agreement.

8. TERMINATION

a. By either Party

Either Party may terminate this Agreement immediately by notice in writing to the other Party, if:

- (i) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within thirty (30) days following a written notice of the breach, cease to be in breach;
- (ii) the other Party enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to have become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short will no longer be, capable of fulfilling its obligations under this Agreement;
- (iii) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental or regulatory body, with reference to gaming law, to which a Party is subject to.

Either Party may terminate this Agreement without a cause by giving six (6) months prior written notice to the other Party.

b. By the Services Provider

The Services Provider may terminate this Agreement immediately by notice in writing to the Company, if:

- (i) the operation of the Company, any of its subsidiaries or partners has or threatens to have a negative effect on the business of the Services Provider or any other company pertaining to the same group of companies as Services Provider;
- (ii) the Company fails to pay any amount due to the Services Provider in accordance with this Agreement;
- (iii) any aspect of the Services is in breach of any applicable laws or regulations;
- (iv) the Company violates or is alleged to have violated any local, state or federal laws, rules and regulations pertaining to gambling on the internet;
- (v) any principal, owner, director, senior officer or manager of the Company is convicted in a criminal proceeding or criminal proceedings are brought against any such person and the Services Provider reasonably determines, in its sole discretion, that such conviction affects its ability to continue providing the Services;
- (vi) the Services Provider or any other third party designated by the Services Provider is under legal prosecution for the content and aim of this Agreement;
- (vii) the Services Provider determines, in its reasonable opinion, that a person convicted in a criminal proceeding is a direct or equitable owner of, or has entered into a contract to become a direct or equitable owner of a material interest in the Company and the Services Provider reasonably determines, in its sole discretion, that such conviction affects its ability to continue providing the Services.

c. By the Company

The Company may terminate this Agreement immediately by notice in writing to the Services Provider if:

- (i) in the event of the change of control of the Services Provider, such that the Services Provider becomes controlled by a direct competitor of the Company, the Company reasonably determines that the change of control will adversely affect the Company within twenty-one (21) days of being given notice in writing of such change of control;
- (ii) Services Provider violates or is alleged to have violated any local, state or federal laws, rules and regulations pertaining to gambling on the internet;
- (iii) any principal, owner, director, senior officer or manager of the Services Provider is convicted in a criminal proceeding and the Company reasonably determines that such conviction has harmed its general goodwill or reputation, or the general goodwill of the industry as a whole;
- (iv) the Company determines, in its reasonable opinion, that the Services Provider has withheld or is withholding information concerning a principal, owner of a material interest in, director, officer or manager and Company reasonably determines, that such information has harmed its general goodwill or reputation;
- (v) the Company determines, in its reasonable opinion, that a person convicted in a criminal proceeding is a direct or equitable owner of, or has entered into a contract to become a direct or equitable owner of a material interest in the Services Provider and Company reasonably determines, in its sole discretion, that such ownership has harmed or will harm its general goodwill or reputation.

9. CONSEQUENCES AND RIGHTS AND OBLIGATIONS ON TERMINATION

a. Payment Obligations

In the event of expiry or termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination. Upon expiry or termination of this Agreement, a final balancing shall be made between the Parties and shall be payable within ten (10) days from the invoice date.

Where this Agreement terminates due to a breach by the Services Provider, any and all payment obligations of each Party under this Agreement through to the date of termination will immediately become due and payable.

b. Return of Property

Upon termination of this Agreement, each Party shall promptly return to the other Party all materials in its possession that are the property of the other Party, including but not limited to Confidential Information, software, documentation, promotional materials of the other Party. Any such material in either Party's possession reasonably not available for return shall be erased or destroyed immediately with evidence thereof provided to the other Party save to the extent the relevant party is required by law or applicable regulations to keep copies of such materials.

10. REPRESENTATIONS AND WARRANTIES

a. By the Company

The Company represents and warrants that:

- (i) it has and will throughout the Term of this Agreement continue to hold and comply with any permit or licence it is required to hold to carry on its business;
- (ii) it has the power and authority to enter into this Agreement;
- (iii) it has and shall throughout the term of this Agreement comply with all applicable Data Protection legislation;
- (iv) it has the sole and exclusive rights to its marks;
- (v) the Promoted Websites shall not contain, either directly or indirectly, by links or otherwise, any

libellous, defamatory, obscene, slanderous or offensive content;

- (vi) it is responsible for the regulatory compliance testing of the Products with all relevant jurisdictions and authorities;
- (vii) it is responsible for the acceptance of testing, design and functionality of the Products.

b. By the Services Provider

The Services Provider represents and warrants that:

- (i) it has the power and authority to enter into this Agreement;
- (ii) the Services provided shall be consistent with the industry standards;
- (iii) any material provided to the Company shall not contain, either directly or indirectly, by links or otherwise, any libellous, defamatory, obscene, slanderous or offensive content;
- (iv) it deals exclusively with the Company and it is solely responsible to the Company for the provision of the Services and shall not have any responsibility to any subsidiary, partner or other entity connected with the Company;
- (v) it shall not adapt, install or develop software such as but not limited to virtual web pages, virtual event control, bet capture/matching, settlement of bets, random generation of bets, gambling records, showing detailed results of games, as specified in the clause 2.2.
- (vi) there are no claims, actions, proceedings, or judgments that would in any way impede, hinder, impair or interfere with the Company's rights hereunder.

Except as expressly provided for in this Agreement there are no warranties, express or implied, of fitness for purpose, performance, use, nature or of any other kind except as to title. In particular, all conditions and warranties which would otherwise be implied by statute or law are hereby excluded to the fullest extent permitted by law.

The Company shall indemnify the Services Provider from and against all claims, demands, actions, losses, expenses, liabilities and damages and costs (including all interest, penalties and legal and other professional costs and expenses) incurred by the Services Provider, its officers, agents and sub-contractors arising out of or in connection with any claim by the Company or any third party arising out of any defect or failure in any of the Products save the extent any such claims, demands, actions, costs, expenses, liabilities and damages or losses (including all interest, penalties and legal and other professional costs and expenses) result from or is increased by the gross negligence of any of the Services Provider, its officers, agents or sub-contractors or breach by the Services Provider of the terms of this Agreement.

11. LIMITATIONS OF LIABILITY

a. Limitation

In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data or use or for any indirect or consequential loss whatsoever.

Each Party's liability to the other under or in connection with this Agreement shall be limited, in aggregate, to a maximum amount of 100,000 GBP (one hundred thousand British Pounds).

For the avoidance of doubt, it is agreed between the Parties that the Services Provider shall have no liability for any period of downtime of the Services caused by or resulting from:

- (i) a failure of servers, related equipment or hardware used by the Services Provider to fulfil its obligations hereunder not resulting from the Services Provider's fault or negligence;
- (ii) a failure or disruption of internet services not resulting from the Services Provider's fault or negligence;
- (iii) any other technical service outage not occasioned through the Services Provider's fault or negligence;
- (iv) any other event beyond the reasonable control of the Services Provider.

The Services Provider shall not be responsible or held liable for any disturbances the Company Software may cause to any other software when used together or otherwise.

b. Government Legislation

Each Party acknowledges that the other Party's ability to carry out its obligations under this Agreement is subject to applicable laws and licensing regulations.

Neither Party shall be held liable for any damages of any kind that may result from changes in law or governmental policy or from the failure of the other Party to comply with the local laws and regulations of any country other than the laws of England and Wales.

Nothing in this Agreement shall limit a Party's liability for fraud, fraudulent misrepresentation, death or personal injury caused by that Party's negligence or any liability that may not be excluded by applicable law.

12. COOPERATION

The Parties shall work in close cooperation to facilitate the efficient benefit delivery of the Services to the Company by the Services Provider.

13. INDEPENDENT PARTIES

The Parties are independent contractors. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

14. INCORPORATION AND AMENDMENTS

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and the Parties agree that this Agreement expressly supersedes any and all prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties hereto.

15. NOTICES

15.1. Notices herein shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given by a Party shall be in writing and in English and may be given by hand delivery, by overnight commercial courier delivery service or express mail, by fax, or by certified mail return receipt requested.

15.2. The notice shall be deemed delivered on the date of sending email or hand delivery; the next business day after delivery by an overnight commercial courier service or to national postal service for express mail delivery on the next business day; or seven (7) days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended, at the address as follows:

If to the Services Provider:
RED BUS MARKETING Ltd
20-22 Wenlock Road, London,
N1 7GU, United Kingdom

If to the Company:
RISERGO LIMITED
Chytron, 3 Flat/Office 301, 1075,
Nicosia, Cyprus
With a copy to:
Email: serifcanelmas@gmail.com

A Party may change its address for notice by giving notice to the other Party of the change as set out in this clause.

16. USE OF NAME

The Services Provider reserves the right to use the Company's name in its marketing and promotional materials. Otherwise, neither Party may use the other Party's name, trademarks, trade names, or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

17. ASSIGNMENT

No Party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

18. CONSTRUCTION/ INVALIDITY

In the event any provision hereof is found to be invalid or unenforceable under applicable laws, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or this Agreement, which shall be construed as if such provision or offending part thereof had never been contained herein. The Parties shall use reasonable efforts in good faith to agree upon a new provision which shall as nearly as possible have the same commercial effect as the invalid or unenforceable provision.

19. WAIVER

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

20. FORCE MAJEURE

A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect ("Force Majeure"). If such delay or failure to perform any obligation continues for at least thirty (30) days, the Party not subject to the Force Majeure shall be entitled to terminate this Agreement by notice in writing to the other Party. The party which is subject to the Force Majeure shall use reasonable endeavours to overcome the Force Majeure Event so that it can resume performance of any obligations affected by the Force Majeure.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which shall be deemed to be one and the same document.

22. GOVERNING LAW AND ARBITRATION

22.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

22.2. Any dispute, claim or controversy arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The place of arbitration shall be London.

The language to be used in arbitral proceedings shall be English.

The governing law of the Agreement shall be the substantive law of England and Wales.

The arbitration shall be conducted in complete confidence.

The Parties undertake not to disclose details of the dispute or of the arbitration except to their professional advisers, and shall procure that their professional advisers do not disclose such details. The Parties shall keep confidential and not use for any collateral or ulterior purpose all documents and materials relating to the dispute (provided that this restriction shall not prevent a party using its own proprietary information for matters unconnected with the dispute), produced for, or arising in relation to, the arbitration except:

- a) so far as is necessary to implement and enforce any agreement in writing settling a dispute;
- b) as required by order of a court or arbitration tribunal having competent jurisdiction; or
- c) otherwise as required by law.

This Agreement has been duly executed in two (2) copies of which the Parties have taken one each.

For and on behalf of the Services Provider

RED BUS MARKETING Ltd



Gurkan Atakul, Director

For and on behalf of the Company

RISERGO LIMITED



Serif Can Elmas, Managing Director