

iGaming Platform Service Agreement

between

Global Software Solutions N.V.

And

Inversiones Miami Latam B.V.

05th November 2021

PARTIES:

Global Software Solutions N.V., company duly incorporated in Curacao, with incorporation number 121022 and having its address at BCuracao, hereinafter “**GSS**”, and in this act represented by eMoore N.V.

and

Inversiones Miami Latam B.V., incorporated in Curacao, with incorporation number 158161 and registered address at Juliana Plein, 36, Willemstad, Curacao, hereinafter the “**Operator**”, in this act represented by Allyant Group B.V. as Director.

GSS and the Operator are hereinafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

WHEREAS

- A.** GSS is B2B provider with the licence 8048/JAZ2017-064 issued by Antillephone N.V., that provides a Gaming Platform to so-called “B2C” gambling operators for them to offer gaming services to their Users over the Internet.
- B.** The Operator has applied for a B2C valid Gaming Licence in Curacao.
- C.** After obtaining the Gaming License, the Operator wishes to make such Gaming Platform available on its website to its Users and GSS wishes to provide the Gaming Platform to the Operator as further set out in this Agreement.

NOW IT IS AGREED THAT

1. DEFINITIONS AND INTERPRETATION

- (a) In this Agreement the following capitalised terms shall have the following meanings (and for the avoidance of doubt to the extent that any of the following definitions contain operative provisions, such operative provisions shall take effect as if they were contained in the operative Clauses of this Agreement):

“Agreement”	means this agreement together with all its Appendix;
“Applicable Laws”	means all applicable laws, statutes, ordinances, regulations and directives and guidelines of the Regulator and any applicable regulatory or governmental authority relating to the jurisdictions where the Parties pursue their activity;
“API”	shall mean the set of documented access and integration methods and routines via which the Gaming Platform shall be made available. Such access and integration methods and routines may include, without limitation, authentication data, financial data,

events, network communications, programming languages and function calls and library routines, provided as part of the Gaming Platform;

“Associate”

means (a) any corporation or business entity of which the voting stock or voting equity interest are owned directly or indirectly by a Party; or (b) any corporation or business entity which directly or indirectly owns the voting stock or voting equity interest of a Party; or (c) any corporation or business entity directly or indirectly in Control of, or under Control of, a corporation or business entity as described in (a) or (b).

“Back Office”

means the suite of support tools for the Gaming Platform, provided by GSS from time to time, which allow the Operator to provide gaming services to its users. The back office tools are further described on Appendix A;

“Business Day”

means a day (other than a Saturday, Sunday or public holiday) between 9 a.m. and 6 p.m., on which banks are open for general business in Curaçao;

“Confidential Information”

means any non-public information or data disclosed by either Party in any form (whether tangible, oral, visual, or a different form) that is marked or otherwise designed as confidential or proprietary, or that should otherwise be reasonably understood to be confidential in the light of the nature of the information and the circumstances surrounding disclosure. Without limiting the foregoing, Confidential Information includes any information regarding a Party’s business, customers, products, technology, know-how, trade secrets, as well as third-party contractor data, Parties data, content, customer information, and this Agreement. Confidential Information shall not include any information which (a) is in the public domain through no fault of the receiving party; (b) was known to the receiving Party, without restriction or fault, prior to disclosure by the disclosing Party; (c) was properly disclosed to the receiving Party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving Party without any use of or reference to the disclosing Party’s Confidential Information;

“Control”

means that a person (as defined in Clause 1 (e)) possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body

or by contract, or otherwise, and “**Controls**” and “**Controlled**” shall be interpreted accordingly. Without limiting or derogating from the generality of the foregoing, a person shall be deemed to Control another if they hold more than fifty per cent (50%) of any one of the means of control described above;

“Costs” means all the fees, commissions and other amounts set on this Agreement and on Appendix B.

“Documentation” means the documentation (including manuals and specifications) relating to the GSS Gaming Platform and GSS business;

“Data Protection Law” means any applicable data protection legislation in force from time to time in the Territory including, without limitation, national legislation implemented pursuant to Directive 95/46/EC and Regulation (EU) 2016/679;

“Gaming Platform” represents the Software owned by GSS that is composed of the Back-End and Front-End and any other applications, whether developed or provided by GSS or any other Partner, which are or may be integrated with the gaming server that allows the Operator to execute transactions and offer services and products, in accordance with the terms and conditions set on this Agreement. For the avoidance of doubt, anything else connecting to or interfacing with the Gaming Platform is not considered part of it, and GSS liability is limited to its proprietary technology.

“External Event” means any of the following, which in the reasonable opinion of GSS, has a material adverse effect upon the performance of its obligations:

- (a) failure by the Operator to comply with the System Operation Requirements; or
- (b) any material failure of or defect in the Operator Websites (including its interfaces with the Gaming Platform) or any of the Operator's hardware, software and/or other systems used in connection with the Gaming Platform; or
- (c) Force Majeure Events; or
- (d) any act of any Government Agency; or
- (e) any act or omission of the Operator;

“Force Majeure Event” means any cause beyond a Party's reasonable control including, but not limited to, riot, fire, flood, earthquake or other serious accidents, epidemics, change of legislation, change of custom, governmental acts, widespread internet breakdown, loss of or interruption of power supplies or communications facilities and strike or lock-out;

"Front-End"	means that suite of support tools of the Gaming Platform, provided by GSS from time to time, including but not limited to, Operating Desktop and Mobile Websites, Back-Office Application, Sportsbook and Games Visualizations, Promotional Widgets and Banners as further described in Appendix A.
"Group"	means in relation to any Party, all persons (as defined in Clause 1 (e)) which directly or indirectly Control, are Controlled by, or are under direct or indirect common Control with, that Party from time-to-time;
"Intellectual Property Rights"	means any registered or unregistered intellectual property rights in any part of the world, including any patents and any such application for the same, trademarks, service marks, know how, brand names, logos, design rights, database rights, copyright, domain names, goodwill and all similar intellectual property rights wherever and howsoever subsisting, whether or not registered or registrable and including all granted applications and all applications for registration in respect of any of the same;
"Launch Date"	means the day when the Operator has obtained a B2C Gaming License to operate;
"Operator Services"	means the offer of gaming services under the B2C Licence owned by the Operator;
"Operator Website/s"	means the website(s) owned or, otherwise, operated by the Operator where the GSS Gaming Platform will be made available. The list of websites is provided on Appendix B;
"Partner(s)"	Third party services, including but not limited, game providers and payment methods providers that have a services agreement with GSS and have their products and services integrated on the Gaming Platform.
"Partner(s) Services and Products"	means the various games, payment methods, gateways, affiliate system, data providers and any additional products and services provided by the Partners to GSS and that are made available to the Operator through the Gaming Platform.
"Responsible Gambling"	means all such policies and strategies from time to time put in place by Government Agencies (including by gambling authorities) to help players to gamble in a manner that is not detrimental to their health, and to stay within limits that they can reasonably afford;
"Software Updates"	means any new or revised version of the GSS Gaming Platform (or any part of it) including but not limited to bug fixes and/or minor enhancements or improvements or new features;
"System Operation"	means the IT architecture and functionality specifications and the

Requirements”	applicable performance standards required to be implemented and maintained by the Operator in order to receive and use the Gaming Platform, as notified by GSS to the Operator and as updated or amended from time-to-time by GSS;
“Tax”	means any tax, withholding tax, levy, impost, duty, charge or fee due and payable to any applicable authority in the world.
“Term”	means the Initial Term and any Renewal Term(s) (if applicable).
“Territory” and “Excluded Territories”	Territory means the world excluding any jurisdiction or Excluded Territory: - in respect of which it is illegal for the Operator to provide remote gaming services (and the Parties acknowledge that on the date of this Agreement such jurisdictions include: Burma (Myanmar), China, Cuba, Cyprus, Iran, Israel, Latvia, Turkey, Russian Federation, Sudan, Syria and North Korea, United States, Iran, Afghanistan, and any other jurisdiction, in which the Products and Services is or becomes strictly prohibited); or - in respect of which the Operator requires a gaming licence or similar authorisation to provide remote gaming to residents and the Operator does not hold, or continue to hold, such gaming licence or authorisation; or - that is notified in writing to the Operator from time to time by GSS with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Operator in this Agreement and where and to which the provision, marketing, operation or licensing (as the case may be) of the Game Platform may not be undertaken;
“Users”	shall mean any person and/or legal entity, which registers with and fully accepts the terms and conditions of the Operator’s Website(s) and may access and/or use the Gaming Platform via the Website(s). For removal of doubt it is hereby agreed and declared by the Operator that it shall take all commercially reasonable efforts to ban and geo-block any and all End Users attempting to access the Website from an IP address of one of the Excluded Territories.
“User Data”	means personal data in respect of the Users;

(b) The Clauses and Appendix headings are for convenience only and shall not affect the interpretation of this Agreement.

- (c) References to the singular include the plural and vice versa, and references to one gender include the other gender.
- (d) Any phrase introduced by the expressions “including”, “include”, “for example” or “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A “*person*” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others.
- (f) For the purposes of this Agreement, “*controller*”, “*processor*”, “*data subject*”, “*personal data*” and “*processing*” (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679.
- (g) Any reference to a statute, regulations, statutory provision or subordinate legislation (together “legislation”) shall (except where the context otherwise requires): (i) be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- (h) If there is any inconsistency or conflict between the Clauses of this Agreement and the Appendix, then the Clauses of this Agreement shall govern and prevail to the extent of the conflict or inconsistency.

2. TERM AND SCOPE OF THE AGREEMENT

2.1. Term of the Agreement

- (a) The present agreement enters into force on the **05th November 2021** and will stay in force for an initial term of 5 (five) years.
- (b) After the initial term, the agreement will renew automatically for a new period of 5 years, unless one of the Parties opposes to such renovation by notifying the other Party with a 6 (six) months pre notice from the renewal date.

2.2. Scope of the Agreement

- (a) Through this Agreement and during its term, GSS facilitates to the Operator the licences and access to its Gaming Platform on the terms set on the Agreement.

3. LICENCE

3.1. Granting the Licence

- (a) Subject to the terms and conditions set out in this Agreement GSS hereby grants to the Operator a non-exclusive, non-transferable, non-sublicensable and revocable licence (the “licence”) to use the Gaming Platform on the Operator’s Website(s).

- (b) Nothing in this Agreement or otherwise agreed between the Parties shall in any way prevent GSS from providing services of any kind to any third party anywhere in the world.
- (c) For the avoidance of any doubt, the Parties acknowledge and agree that GSS is the sole and exclusive owner of all rights, title and interest in and to all of the equipment used to provide the Gaming Platform. Nothing in this Agreement shall create for, or confer upon, the Operator any ownership rights, title, leasehold, right of usage or other interest of any nature whatsoever in or to such equipment.

3.2. Use of the Licence by the Operator

- (a) Throughout the Term of the agreement the Operator accepts the obligations and agrees to:
 - i. Only use the licence in the territory;
 - ii. Only use the licence on the Operator's Websites identified in thar Appendix A;
 - iii. To use the licence to solely organize and arrange of lawful betting activities;
 - iv. To actively and on the best way possible, promote the GSS Gaming Platform to potential users on the Territory;
 - v. To use the Back Office and Front-End tools described on the Appendix A;
 - vi. To not resell, sub-license, distribute or otherwise make available (whether in whole or in part) the Gaming Platform to the Operator's Associates and/or to any other third party, unless expressly agreed between the Parties in writing.

3.3. Revocation of the Licence

- (a) If the Operator breaches or does not comply with any of the obligations set on the clause 3.2., GSS has the right to revoke or suspend the licence with immediate effects.
- (b) GSS undertakes to inform the Operator as soon as possible of the reasons why the licence was revoked or suspended.
- (c) In case the licence was suspended, the Operator, after knowing the reasons for such suspension, shall adopt all the necessary steps in order to comply with GSS standards and reactivate the licence.
- (d) The breach by the Operator of the obligations set on the clause 3.2. constitutes a material breach of the Agreement.

4. GAMING PLATFORM

4.1. Features

- (a) Throughout the term of this Agreement, GSS shall provide the Operator with access to the Gaming Platform described on Appendix A.
- (b) The Gaming Platform is delivered by GSS on an "as is" basis and as further described in Appendix A and any standard specification documentation provided by GSS during the term of this Agreement.
- (c) The Gaming Platform supports multiple languages, games services (including odds feeds, live casino, Virtual Games, poker, e-sports and racing) and payment methods, being some of them provided by its Partners.

4.2. Gaming Platform Skin

- (a) GSS shall provide the Operator with access to one (1) version of the Gaming Platform that is branded in accordance with the reasonable instructions of the Operator (a "Skin"). For each additional Skin requested by the Operator, the Operator agrees that it will be required to pay a Skin Fee set on the Appendix B.

This agreement includes one main instance with customised look and feel and configuration in terms of colours, logos, frames and header placements.

4.3. Source Code

- (a) The Parties agree that the source code of the Gaming Platform including any modification, enhancement, revision or update thereto that may be made from time to time by GSS (whether or not developed at the request of the Operator or paid for by the Operator) shall at all times be the sole property of GSS and in no circumstances shall the Operator have any right to access the source code of the Gaming Platform.

4.4. Modification and Software Updates of the Gaming Platform

- (a) GSS reserves the right to modify and update the Gaming Platform (including releasing a new version of the Platform) at its sole discretion at any time, including to the extent GSS considers necessary to comply with applicable law and to correct software bugs, fixes and patches, translations and compilations, and make new releases of the same. Any such modifications shall be provided to the Operator at no additional cost.
- (b) GSS shall use reasonable endeavours to provide the Operator with notice in advance of any material modifications being made. In any event, the Operator acknowledges and accepts that there may be a period of downtime during which any modifications are being made.
- (c) The Operator represents and warrants to GSS that it owns or controls all rights (including in particular all Intellectual Property Rights) that are required for GSS lawfully to use (graphics, imagery and 'look and feel' comprising the Skin) for the purposes of providing the services under this Agreement. Any breach of this representation and warranty, including it ceasing to be true to any extent, shall for the avoidance of doubt entitle GSS to indemnification.

5. TRAINING

- (a) The Operator will procure that its relevant employees undertake the training specified and provided by GSS and fully co-operate and work with GSS in the integration of the Gaming Platform. Such training will take place online, and will be schedule by GSS training team. The Operator shall, for the avoidance of doubt, be responsible for any travel and expenses in connection with any training undertaken by the Operator or any of its employees.
- (b) The Operator acknowledges that the provision of the Services is dependent upon:
- i. the Operator implementing and maintaining at all times the System Operation Requirements; and

- ii. the Operator accepting and implementing without delay all Software Updates provided by GSS;
- (c) The Operator acknowledges that should the Operator fail to ensure the System Operation Requirements or accept and implement without delay any Software Updates (as set out above) it may adversely affect the provision of the Services by GSS.
- (d) GSS shall have no liability to the Operator for any defect or other fault, unavailability, deficiency or other adverse effect affecting the Gaming Platform or the Operators Services to the extent attributable to the Operator's failure.
- (e) Training will be delivered to the staff selected by the Operator with the purpose of providing them with the ability to operate the system within their respective roles and improving over time, for which additional training sessions may be scheduled to be delivered by GSS depending on the needs of the technical team.

6. PERFORMANCE OF THE SERVICES

- (a) Notwithstanding anything else in this Agreement, the Parties shall at their own cost, unless otherwise agreed in writing, perform their obligations under this Agreement with qualified and skilled employees in a professional manner in line with good industry practice and with adequate resources.
- (b) The Parties shall cooperate and consult with each other in relation to the performance of this Agreement. Each Party shall notify to the other Party of one contact person appointed as responsible for this co-operation.
- (c) GSS will perform the services set on this Agreement in accordance with the Service Levels specified in Appendix C.
- (d) GSS shall be entitled to suspend the Gaming Platform in the event that GSS conducts Scheduled or Emergency Maintenance to the Gaming Platform including, but not limited, to the implementation of Software Updates. The time limits relating to Scheduled and Emergency Maintenance are set out in Appendix C.
- (e) GSS shall be responsible for the monitoring of the Gaming Platform and ensure that the same complies with the Applicable Laws.
- (f) The Operator shall be solely and exclusively liable and responsible for any User complaint and/or dispute, howsoever arising and shall defend and indemnify GSS from and against any and all claims brought against GSS by Users related in any manner to the Operator's services.
- (g) The Operator shall ensure (the Operator acknowledging that this is a material condition for GSS agreeing to enter into this Agreement, in default of which GSS would decide not to execute same) that at all times during the term of the Agreement the Operator's User terms and conditions, as applicable, provide for the following:
 - i. Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Operator Services (including the Gaming Platform) is to the Operator alone, as applicable;

- ii. Users agree to use the Gaming Platform only for the playing of the Games in accordance with the Operator's terms and conditions, as applicable, and the terms and conditions applicable to each Game.

7. PARTNERS (THIRD PARTY PROVIDERS)

7.1. Partners Services and Products

- (a) It is hereby acknowledged by the Operator that the Gaming Platform may contain certain products, features and other elements provided by GSS Partners. The Partner's Services and Products include without limitation, casino, virtual sports, payment methods and gateways, affiliate system casino, data providers and other products and services that GSS decides to add to the Gaming Platform.
- (b) The Partner's Services and Products provided to GSS are provided on an "as is" basis. Accordingly, the Gaming Platform (including the Partner's Services and Products) is provided to the Operator on an "as is" basis and in accordance with the terms and conditions prescribed by GSS and its Partners.
- (c) The Operator undertakes that it will comply at all times in full with the terms and conditions of the Partner's Services and Products.
- (d) The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the services and products provided by GSS Partners can be temporarily disrupted. GSS shall use reasonable endeavours to ensure that each Partner shall take all the required actions and measures in order to reduce to the minimum such disruption.
- (e) GSS may at any time when requested to do so by a Partner and to the extent so requested, reduce, adjust or withdraw the offering of any product or upon the expiration or termination for any reason of GSS rights in relation to any Partner service or product. GSS will inform the Operator as soon as possible of such events.

7.2. Indemnity and Liability

- (a) The Operator acknowledges and accepts that neither GSS or its Partners nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable before the Operator, for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with temporary disruptions described on the clause 7.1 (d) and (e).
- (b) GSS shall not be liable before the Operator for the Partner Service and Products.
- (c) The Operator shall indemnify GSS and/or any Partner for any damages, losses or expenses in which they may incur as a consequence of the breach of this Clause 7.
- (d) A breach by the Operator of the clause 7 will be considered as a material breach under this Agreement.

7.3. Additional Partners

- (a) The Operator can request GSS to integrate new Partners on the Gaming Platform. The request shall be sent to the contract manager.

- (b) The request to add a partner shall at least have the following information:
 - i. Identification of the potential Partner and the services to provide;
 - ii. Partner contact person information.
 - iii. The request of additional Partners is subjected to the payment of the fees set on the Appendix B.
- (c) The acceptance of the Operators request for additional Partners can be rejected by GSS at its sole description.
- (d) Notwithstanding the above clauses the Operator will not have a direct relationship with the Partners.
- (e) GSS shall guarantee that in all the agreements with the Partners there are provisions to protect its and the Operator's business from any damage caused by the Partners in any of the Products offered by the Operator through the Website.

7.4. Partners Due Diligence

- (a) GSS guarantees that all of its Partners go through an extensive know your provider procedure in order to guarantee that they have a licence (when applicable) and that they comply with the standard quality criteria of the GSS internal policies.
- (b) GSS ensures that it has obtained from its Partners the guarantees that all services and products made available to the Operator through the Gaming Platform meet the conditions and requirements of the applicable law of the territories in which they can be offered.
- (c) The Operator acknowledges that it might be required to go through a due diligence process with the Partner and provide needed corporate documentations in order to make use of the Partner Service and Products. The Partner may have the right, as part of their due diligence process, to reject the Operator's application and not to grant it with access to the relevant Partner Services and Products.
- (d) GSS shall not in any way be responsible, or liable, to the Operator where the Partner rejects the Operator's application and does not grant it with access to the relevant Partner Services and Products.

8. FEES AND PAYMENT CONDITIONS

8.1. Fees, VAT and Currency

- a) The Parties agree that for the provision of the services set on this Agreement, the Operator will pay to GSS, the fees set on this clause 8 and Appendix B.
- b) All fees and other sums payable under this Agreement are exclusive of VAT or any equivalent local sales Tax and other applicable Taxes which shall be payable by the Operator at the applicable rate.
- c) All fees shall be calculated, and payments made, in Euros. Where any currency conversion is required in order to determine the amount of fees payable in Euros in accordance with this Agreement, a conversion shall be performed and recorded by GSS using an API from European

Central Bank any other provider used by GSS from time to time at the available spot conversion rate on the date of the relevant invoice.

8.2. Setup Fee

- (a) The Operator shall pay to GSS the non-refundable Setup Fee set on the Appendix B for the setup of the Gaming Platform and the Services.

8.3. Monthly Fees

- (a) The monthly fees set on this Agreement and on the Appendix B shall be paid by the Operator during the first 7 (seven) days of each month. The monthly fees will refer to the previous month.
- (b) The fees shall be paid through bank transfer to the account identified on the invoice sent by GSS.
- (c) The monthly fees set on Appendix B are due from the Launch Date, unless otherwise agreed by the Parties on the Appendix B.

8.4. Other Fees

- (a) All other payable amounts under this Agreement and set on Appendix B that are not included on the clauses 8.2 and 8.3, shall be paid within 7 days of the date of the invoice delivery by GSS to the Operator.

8.5. Invoice and Disputes

- (a) All invoices issued by GSS under this Agreement will be sent to the e-mail set on the clause 11.
- (b) The Operator has 5 (five) days from the date of delivery of any invoice (other than the invoice in relation to the Setup Fee in respect of which there shall be no dispute) to notify GSS in writing by email of any amounts charged to the Operator under such invoice. In the absence of any such notification, the Operator shall be deemed to have agreed and accepted the relevant invoice.
- (c) Where the Operator in good faith disputes an invoice in writing, GSS shall raise a credit note for the disputed amount which will remain valid until the dispute is resolved. For the avoidance of doubt, it is being agreed that the Operator shall pay the invoice in full. Whereupon the Parties shall resolve such dispute pursuant to clause 21. Upon resolution of such dispute, where it is found that GSS had wrongly calculated the amount of the original invoice, the Operator shall either request a transfer of the funds back to their account or else allow such amount listed in the credit note to be reduced from their next invoice.

8.6. Non-Payment

- (a) If the Operator fails to pay any amount payable by it under this Agreement by the due date, GSS shall be entitled to:
 - i. Charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of six per cent (6%) per annum above the base rate for the time being of Barclays Bank Plc, provided that the interest shall not exceed the maximum allowed by Applicable Laws;
 - ii. Immediately suspend the provision of the Gaming Platform to the Operator until GSS has received the full amount of arrears in its nominated account in cleared funds;



- iii. Terminate this Agreement immediately by written notice if the Operator's payment has not been received by GSS in the manner set on clause 8, within 30 (thirty) days of the relevant due date;

8.7. Renegotiation

- (a) It is understood and agreed between the Parties that the agreed commercial terms of this Agreement (including for the avoidance of doubt the Fees) are dependent on the strict compliance by the Operator of its obligations and duties under this Agreement.
- (b) GSS, after the initial term set on clause 2, can review, on an annual basis, the commercial terms of this Agreement (including for the avoidance of doubts de Fees).
- (c) GSS shall inform the Operator of the revised commercial terms of this Agreement in writing (for avoidance of doubt, an e-mail will suffice), and the Operator shall have 60 (sixty) days to inform if he accepts or not the proposed Commercial terms. The lack of response by the Operator will be considered as the acceptance of the commercial terms proposed by GSS.

9. TERRITORY AND REGULATORY COSTS

- (a) The rights and licences in this Agreement are granted in the Territory, but are subject to the Operator compliance with Applicable Laws and to provide B2C services within the Territory. In relation to the foregoing:
 - i. If the Operator breaches this Clause, this shall be deemed a material breach of the Agreement; and
 - ii. Without prejudice to its other rights and remedies, GSS shall have the right to suspend the availability of the Gaming Platform to the Operator in all Territories where GSS reasonably considers that the Operator does not comply with the applicable legislation or is not licenced to provide gaming services.
- (b) The Operator shall be responsible for all regulatory costs, fees and/or taxes payable to Government Agencies for providing the Operator Services in any jurisdiction and any other charges which may be imposed by Government Agencies on the Operator or GSS with respect to the Operator's provision of the Operator Services.

10. WARRANTS

10.1. Parties Warrants

- (a) Either Party warrants, represents and undertakes to the other that:
 - i. It has full power, capacity, authority and right to execute and deliver this Agreement and to perform its obligations hereunder;

- ii. This Agreement has been duly authorised by all necessary action and constitutes the valid and binding agreement in accordance with its terms;
- iii. No approval, authorisation, consent or filing is required in connection with the execution, delivery and performance of this Agreement;
- iv. It has title to and/or the authority to grant the licences it has granted under this Agreement;
- v. It holds and shall maintain all necessary consents, approvals, authorisations and licences which are required to exercise its rights and perform its obligations under this Agreement for the duration for the Term; and
- vi. It will comply with all Applicable Laws in connection with the performance of its obligations under this Agreement.

10.2. Operator Warrants

Security

- (a) The Operator will protect the Gaming Platform and all respective access data (if applicable) by state-of-the-art measures against any unauthorized access and usage. Therefore, access data must be stored at a secure place.
- (b) The Operator undertakes to put in place geo-filtering, IP-blocking and geo-blocking technology and/or other appropriate digital rights management technology in accordance with best industry practice in order to ensure that the Services are not accessed by any person in any Excluded Territory.

Prevention of Anti-Money Laundering and Terrorism Financing

- (c) The Operator will be solely responsible for the handling and administration of their Users' Funds Account/s and handle all payments to and from the User directly and shall at all times perform age and ID verification of the Users.
- (d) The Operator warrants that it will be solely responsible for maintaining a strict fraud control to ensure that chargebacks, collusion and other fraudulent behaviour is minimized.
- (e) The Operator understands and acknowledged that GSS reserves the exclusive right to block, either temporarily or permanently, any User suspected of fraudulent behaviour, at its sole and absolute discretion. Any such fraud shall be taken into account for the purposes of calculating the correct profit-sharing distribution between the Parties.
- (f) The Operator is solely responsible for obtaining any necessary gaming licenses or permits in the relevant jurisdictions in order to conduct its business activity and provide its products and services to its Users using the Gaming Platform. The Operator warrants that will always keep its licences valid and active during the term of this Agreement.
- (g) The Operator is solely responsible for any and all acts or omissions that are contrary to Law in any jurisdiction that arise from the use of the Gaming Platform and/or the provision of facilities for gambling to its Users in that jurisdiction.
- (h) The Operator warrants that it will provide GSS all the required information for GSS executed the required due diligences in accordance with the applicable legislation. The Operator acknowledges that GSS can suspend the provision of services under this Agreement in case the Operator does not provide GSS the requested information.

- (i) The Operator warrants that it will implement all the necessary controls and adopt all the reasonable efforts to comply with the AML Regulation and prevent that its Users can use the Gaming Platform for money laundering and terrorism financing practices.
- (j) The Operator undertakes full and sole responsibility for all money handling between its Users and the Operator, including but not limited to, deposits and withdrawals by the Users, the payment of any refunds and all relationships with any payment service providers. The Operator shall ensure that all money handling will be provided in full compliance with all applicable AML Regulation.
- (k) The Operator acknowledges that GSS from time to time, may request the Operator to check if some specific persons/individuals are Operator's User and request additional information on those persons. The Operator warrants that it will block any Users when requested by GSS.

Responsible Gaming

- (l) The Operator warrants that he will comply with all the responsible gaming applicable on the territories where he operates and that he will implement all the necessary responsible gaming controls.
- (m) The Operator will be solely responsible breach of responsible gaming regulation by himself or its Users.

10.3. GSS Warrants

- (a) Except as otherwise provided in the Agreement, GSS does not make or give, nor has any servant or agent, subcontractor or auxiliary of GSS the authority to (neither expressly nor implied) make or give, any representation, warranty or undertaking in relation to the services provided under this Agreement, including as to their accuracy, completeness, reliability, timeliness, or quality of the Gaming Platform or as to their fitness for a particular purpose or as to the title and non-infringement of third party rights. As a result, all other express or implied warranties or conditions, including implied warranties or conditions, are hereby excluded to the maximum extent permitted by Law.
- (b) To avoid doubts, it shall be clarified that GSS is only the provider of the Gaming Platform and is not a gaming operator organizing or offering betting services or games of chance to end-users in any jurisdiction, nor does GSS directly contract, or conclude any gambling agreements, with end-users.

11. NOTICE

- (a) All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier or, except in relation to legal notices, by email, to the authorised representative at the recipient's address set forth below or to such other address as either Party may specify by the written notice to the other. Notice shall be deemed given on (i) the date of personal delivery, (ii) the third Business Day after mailing, or (iii) the next Business Day after delivery via facsimile, or via an overnight courier (unless the return receipt of the courier's record evidences a later delivery).

	GSS	Operator
Address	Global Software Solutions N.V. Heelsumstraat 51 E-commerce Park PO Box 422 Curaçao	Inversiones Miami Latam B.V. Juliana Plein 36 Willemstad Curaçao
Invoice and Payments	finance@sportingtech.com	carlos.galvez@uc.cl corporate.solutions@allyant-group.com
Contract Manager	bizdev@sportingtech.com	carlos.galvez@uc.cl corporate.solutions@allyant-group.com

12. INDEMNITY

- (a) The Operator shall as an enduring obligation that shall survive the termination (for whatever reason) or expiry of this Agreement defend, indemnify and keep GSS and any member of its Group (together with their officers, servants and agents) indemnified without limit from any and all liability, losses, expenses, damages and costs (including reasonable professional legal fees) incurred or suffered in connection with any claim, dispute or proceedings brought by a third party, including any rights holders, Users, data subjects or Government Agency against GSS or any member of its Group arising in connection with any breach by the Operator of the clauses 3 (Licence), 4 (Gaming Platform), 6 (Performance of the Services), 7 (Partners), 9 (Territories and Regulatory Costs), 10 (Warrants), 16 (Intellectual Property), 17 (Confidentiality) and 18 (Data Protection).

13. LIMITATIONS OF LIABILITY

- (a) Nothing in this Agreement excludes or in any way limits the liability of a Party arising as a result of:
- fraud;
 - wilful default;
 - death or personal injury caused by negligence;
 - in the case of the Operator, any breach of clauses 3 (Licence), 4 (Gaming Platform), any failure to make any payment pursuant to clause 8 (Fees), its indemnification obligations pursuant to clause 12 and any breach of clauses 7 (Partners), 9 (Territories and Regulatory Costs), 10 (Warrants), 16 (Intellectual Property), 17 (Confidentiality) and 18 (Data Protection); or

- v. any liability to the extent the same may not be excluded or limited as a matter of law.
- (b) Subject to and without derogating the paragraph (a) of this clause, the total liability of GSS under or in connection to this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator) whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall not exceed € 50,000 (fifty thousand euros) for any one event or series of connected events.
- (c) Subject to paragraph (a), GSS shall not be liable to the Operator under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed by a Party), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special or consequential loss of any kind or any loss of opportunities, income, actual or anticipated profits, business, contracts, goodwill or reputation, anticipated savings, damage to or corruption of data, direct or indirect and whether or not GSS was advised in advance of the possibility of any such loss.
- (d) GSS shall not be liable for any failure to provide the Gaming Platform (or part thereof) under this Agreement is attributable to:
- i. the Operator failing to maintain the System Operation Requirements or implement Software Updates;
 - ii. an External Event; or
 - iii. an act or omission of the Operator or any Users;
- (e) Except as expressly provided in this Agreement all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.
- (f) With regard to GSS indemnification obligations, that obligation is limited to the extent that the Operator fully complies with the following obligations:
- i. promptly notifies GSS of any claim or allegation that could give rise to the indemnity;
 - ii. makes no admissions in relation to such claim or allegation without GSS's prior consent;
 - iii. takes reasonable action (including assisting the indemnifying Party), at the cost of GSS, to mitigate the effect or quantum of such claim or allegation;
 - iv. permits GSS to handle such claim or allegation and make all decisions in any subsequent proceedings and conduct negotiations for agreement or settlement.
- (g) Should the Operator become the subject of a claim for infringement of any intellectual property right in relation to the Gaming Platform, or if GSS or the Operator reasonably believe that the Operator may become the subject of such a claim, GSS may, at its own discretion on the basis of reasonable commercial considerations, select one of the following three remedies:
- i. Procure for the Operator at no additional cost to the Operator the right to continue using the allegedly infringing Software on terms reasonably similar to the terms set out in this Agreement; or




- ii. Replace or modify the allegedly infringing Software in a manner which makes the use thereof non infringing without compromising the functionality or performance of the Gaming platform; or
 - iii. Remove the allegedly infringing Software.
- (h) GSS will not be liable to the Operator or any third party for errors and/or omissions in the services provided by GSS under this Agreement attributable to any test environment that replicates the functionality of the Operator Services and such errors and/or omissions will not constitute a breach under this Agreement.
- (i) The Operator acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within 12 (twelve) months from the date of the claim arising, or, if later, within 12(twelve) months from the date the Operator first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.
- (j) The Parties acknowledge that the preceding provisions have been freely negotiated by the Parties who are independently legally advised and are of equal bargaining power and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this Agreement and that no interpretation of this Agreement shall be made contra proferentem.
- (k) The Operator shall indemnify and hold GSS and any of its affiliates harmless of and from any liability finally imposed by a court of law arising out of:
- i. any breach of the Operator's obligations, warranties and representations contained in this Agreement;
 - ii. any third-party claim, demand or action for infringement or alleged infringement of such party's rights arising from or in any way connected with the Website(s), any content or domain name in connection therewith or any of the Operator's marketing activities; and
 - iii. any action taken by any regulatory or governmental authority against GSS as the result of any act or omission of the Operator or anyone acting on its behalf.
- (l) Nothing in this Agreement shall be construed in any way as reducing or affecting a Party's general duty to reasonably mitigate its damages or losses.

14. TERM, TERMINATION AND SUSPENSION

- (a) This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:
- i. on or after the occurrence of a material breach of this Agreement by the other Party, provided that, if the breach is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) days of having been given notice in writing (an e-mail suffices) specifying the breach and requiring it to be remedied and for these purposes a persistent series of non-material breaches shall be deemed to be an irremediable material breach; or

- ii. if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.
 - iii. if other Party does not satisfy Due Diligence enquiries as envisaged in clause 10 above, or ceases to satisfy them at any time during the Term;
 - iv. if any Government Agency imposes a new requirement or varies any existing requirement, including any requirement that the Parties be qualified for or hold or maintain any license, permit or approval which any Party does not duly comply with, that conflicts with the terms of this Agreement;
 - v. if a Party is informed by any Government that the Operator's business is to be investigated by them or is, or is likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied;
 - vi. if a Party fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any Government Agency or by Applicable Law or regulation or is otherwise in breach of Applicable Law.
- (b) This Agreement may be terminated immediately by GSS, by written notice to the Operator, as follows:
- i. if the Operator uses, or attempts to use the Gaming Platform in any manner or form that is illegal or that is reasonably likely to bring GSS into disrepute or in any way endanger any of GSS's licenses, permits or approvals in each case granted by a Government Agency;
 - ii. if the Operator has breached the terms of this Agreement and such breach has not been remedied by the Operator thirty (30) days after GSS has given the Operator written notice specifying the apprehended breach and requiring it to be remedied; or
 - iii. the Launch Date has not occurred within 30 (thirty) days of the Gaming Platform is finished or no real money wager is made on the gaming Platform by a User within 30 (thirty) days period.
 - iv. If any Competitor directly or indirectly acquires control over the Operator. For the purpose of this clause, "*control*" shall mean the direct or indirect ownership of more than 20% (twenty percent) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or functionally equivalent to GSS's products and services. A typical competitor is a business-to-business provider within the gaming industry.
 - v. If the Operator makes any false statement or declaration, or any of its directors, employees or representatives to any customer, Regulatory Authority or any third-party whatsoever, concerning GSS, any of its products and/or services provided under this Agreement and/or





any other aspect of its business, irrespective of whether such statement or declaration shall have caused any actual damage to GSS.

- (c) GSS may suspend, replace or change all or any part of the Gaming Platform provided under this Agreement, with prior notice to the Operator, in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Government Agency.
- (d) GSS's right of termination under this clause shall remain without prejudice to the payment by the Operator of any outstanding fees due to GSS, under the Agreement as well as any other remedy available to GSS, for the recovery of any damages in terms of Applicable Law.

15. CONSEQUENCES OF TERMINATION AND SURVIVAL

- (a) On the expiry or earlier termination (as the case may be) of this Agreement:
 - i. All licences to the Gaming Platform, Documentation and any other GSS Intellectual Property Rights granted pursuant to this Agreement shall terminate immediately;
 - ii. GSS will promptly shut down the operation of the Software on the Website(s)
 - iii. GSS shall cease to provide the Gaming Platform to the Operator and the Operator shall remove any reference to GSS from its website;
 - iv. The Operator shall destroy any and all copies of the Gaming Platform and Documentation which for any reason cannot be delivered to GSS;
 - v. The Operator shall cease making any use of the Gaming Platform, including without limitation, any advertisement or promotion thereof, and both Parties will return to each other within 5 (five) business days of termination, any and all material (including any copies), in any form, embodying information of the latter, that is protected by the Agreement.
 - vi. The Operator shall pay all outstanding amounts owed to GSS within seven (7) days.
- (b) The termination of this Agreement 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(s) which is expressly or by implication intended to come into or continue in force on or after such termination.
- (c) The terms stipulated in Clauses 1 (Definitions and Interpretation), 8 (Fees), 9 (Limitations of Liability), 10 (Warrants), 11 (Notice), 15 (Consequences of Termination and Survival), 17 (Confidentiality), 18 (Intellectual Property), 18 (Entire Agreement), 21 (Applicable Law; Disputes), 24 (General), Appendix B and D shall survive the termination or expiry of this Agreement.




16. INTELLECTUAL PROPERTY

- (a) Any and all Intellectual Property Rights developed and owned by either Party at the Commencement Date or during the Term shall remain vested in that Party.
- (b) The Operator acknowledges and agrees that all property and rights including Intellectual Property Rights in work arising from or created, produced or developed by GSS and/or any member of its Group (whether alone or jointly with others) under or in the course of this Agreement shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of GSS and the Operator shall acquire no right, title or interest in or to the same. The Operator hereby assigns to GSS as legal and beneficial owner with full title guarantee all rights of any nature throughout the world, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the Term of this Agreement come to be vested in the Operator, to hold the same unto GSS, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.
- (c) The Operator shall promptly notify GSS in writing if the Operator becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights of GSS.
- (d) Each Party grants to the other a non-exclusive, royalty-free licence for the Term to use such of the other Party's Intellectual Property Rights solely within the Territory and to the extent that the other Party reasonably requires use of the same to fulfil its obligations and exercise its rights under this Agreement and subject to any reasonable directions from other Party in relation to that use.
- (e) Any goodwill in the brands of the respective Parties that accrues as a result of this Agreement shall inure to the benefit of, and is hereby assigned to, the Party owning the brand in question.
- (f) Subject to the Operator's compliance with this Agreement, GSS will defend the Operator from and against any claim brought against the Operator to the extent it is based upon a claim that the normal receipt and use of the GSS Gaming Platform in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party ("Claim") provided that the Operator:
 - i. promptly notifies GSS in writing of any Claim;
 - ii. gives GSS full information and assistance in connection with a Claim;
 - iii. gives GSS the sole right to control and conduct the defence or to settle such Claim;
 - iv. takes all such steps as it reasonably may to mitigate the liability associated with the Claim; and
 - v. does not make any admissions or compromise such Claim without GSS prior written consent or otherwise prejudice GSS defence or prejudice GSS endeavours to settle such a Claim.



17. CONFIDENTIALITY AND NONDISCLOSURE

- (a) At all times, the Parties are obligated to maintain and protect the confidentiality of the Confidential Information of the other Party in the same manner which that Party protects its own Confidential Information of a similar nature; and both Parties shall ensure that all measures necessary to meet the standards due diligence and prudence will be in place to protect the said Confidential Information in all circumstances. This Confidential Information must not be disclosed to third parties unless otherwise provided for in this Agreement.
- (b) Associates and subcontractors as well as auxiliaries of the GSS are not considered as third parties under the paragraph (a) of this clause.
- (c) The Parties agree not to use the Confidential Information for other purposes outside the scope of the present Agreement unless otherwise provided for in the Agreement, except where the said Confidential Information moves into the public domain as the result of an act that is not from the recipient of the Confidential Information, or where it can be shown that recipient became aware of it independently, prior to the date of the present Agreement. The recipient Party of the Confidential Information must make all necessary efforts to ensure that its employees and subcontractors to whom the Confidential Information is disclosed within the scope of the Agreement take the necessary precautions to safeguard and preserve the secrecy and the confidentiality of the Confidential Information.
- (d) Upon termination of the Agreement, the Party that has received Confidential Information agrees to return all the material provided, as well as all the copies made, to the disclosing Party.
- (e) It shall be clarified, the Operator guarantees that all information about its Users, received while using the Software, is obtained according to the applicable legal regulations and used only for the purposes necessary to enable participation of individual Users.
- (f) In any event, the commitment to confidentiality shall remain beyond the Term for a period of 5 (Five) years.
- (g) The obligations of confidentiality shall not apply to: (i) the disclosure of information required to be disclosed in accordance with applicable Laws or by any regulatory or governmental body to which the party is subject provided that such disclosure is limited to that which is required and prior to such disclosure, the recipient Party shall, wherever possible, and permitted by applicable Laws, advise the disclosing Party of the proposed form of the disclosure.

18. DATA PROTECTION

- (a) All personal data processed under this agreement or in connection therewith shall be processed in accordance with Applicable Laws. The parties shall comply with their respective obligations as set forth in Appendix D.
- (b) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation. As a result, GSS shall process the Personal Data of any User

received, or otherwise in connection with the rights granted in this Agreement and in accordance with what is set forth in this Agreement as a Data Processor. The Operator warrants that it has all required and appropriate consents and permits, and consequently shall be fully responsible to obtain any and all required and appropriate consents and permits, from the Users and, if required, from the applicable Data Protection Authority in order to enable GSS to lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Operator's behalf.

- (c) GSS shall, if applicable, perform processing of Personal Data of User as a Data Processor to the Operator in accordance with this section, which shall be deemed a personal data processing agreement between the Parties.
- (d) GSS undertakes, as Data Processor, to only process User Personal Data in accordance with written instructions given by the Operator in advance, or otherwise in accordance with or for the purpose of complying with its obligations under this Agreement and/or applicable legislation (the "*Processing Instructions*").
- (e) In the event that GSS receives instructions that it deems are beyond the Processing Instructions or contrary to any applicable Data Protection Legislation, GSS shall, without delay, notify the Operator of its position.
- (f) Subject to the GSS own obligations to comply with Law, in the event that the relevant data protection authorities' requests information from GSS concerning the processing of Personal Data of a User on behalf of the Operator, GSS shall refer such request to Operator first;
- (g) GSS may not disclose User Personal Data or any other information about the processing of User Personal Data without written instructions from the Operator. It is hereby clarified however that if no such response is received from Operator within 5 (five) business days (or otherwise any shorter period as dictated by the relevant law or authority), GSS shall be entitled to provide such information.
- (h) To the extent required and requested pursuant to the Data Protection Legislation, GSS shall permit such inspections that the Data Protection Authority may require regarding the processing of User Data.
- (i) If GSS incurs any damages or is subject to any claims as a consequence of its obligations as Data Processor of the User Data in accordance with the Processing Instructions ("Data Protection Claim(s)"), the Operator shall indemnify GSS from all such Costs that arise as a consequence thereof. Likewise, if the Operator incurs any damages or is subject to any claims as a consequence of a breach of any of the obligations of the GSS as a Data Processor of User Data, the GSS shall indemnify Operator from such Costs that arise as a consequence thereof.
- (j) If the Operator's Processing Instructions conflict with any part of this Agreement and such requirements mean that GSS will incur further costs, the Operator shall compensate GSS in respect of all such costs. Without derogating from the foregoing, Operator shall further incur all costs related to audits or inspections of the database or any equipment stored in such database.
- (k) Once GSS processing of the User Data shall cease, GSS shall return all User Data stored by GSS to the Operator.

- (l) Without derogating from the above, it is hereby clarified that the Operator shall be the sole owner of the database of names and contact information of the User managed through the Operator.
- (m) The Operator authorises GSS to sub-contract its processing activities under this Agreement to any third party or sub-contractor (including any relevant Partner) engaged pursuant to this Agreement.

19. FORCE MAJEURE

- (a) The Parties acknowledge that from time to time, as a result of a Force Majeure Event, the Gaming Platform provided under this Agreement by GSS can be temporarily disrupted or interfered with, delayed or not be delivered or received.
- (b) Neither of the Parties shall be liable for any failure or delay in performance under this Agreement due to a Force Majeure Event, except in relation to the Operator's payment obligations and any of its obligations in relation to GSS Intellectual Property Rights which shall continue to apply notwithstanding a Force Majeure Event. Each Party acknowledges and agrees that neither the other Party nor any of its shareholders, directors, officers, employees or representatives will be liable for any such Force Majeure Event in connection with this Agreement.
- (c) In case the performance of a Party's obligations (other than in relation to payment) under this Agreement becomes impossible or delayed due to a Force Majeure Event the Party so affected shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure Event. The Parties will use reasonable endeavours to work around any Force Majeure Event.
- (d) In the event that a Force Majeure Event continues for a period longer than three (3) consecutive Months, the Parties shall consult with each other with respect to the treatment of this Agreement for the best possible outcome for both Parties.
- (e) For the purpose of this clause, COVID-19 is not considered a Major Force Event.

20. CHANGE IN LAW

- (a) The Operator acknowledges that, in the case where GSS and its Group operate or host the Gaming Platform, their ability to perform their obligations under this Agreement are subject to government or other regulatory licensing or control under Applicable Law. As a consequence, GSS shall not be liable for any effect on its ability to provide the Software or any other element of the Gaming Platform due to a change in government or other regulatory licensing or control under Applicable Law, or for the directions or other actions of any relevant Government Agency not caused by the default of GSS.
- (b) Without prejudice to any other specific provision of this Agreement the Operator shall from time to time at its own cost and expense do such things and provide such assistance and support to



GSS as may reasonably be required in order to enable GSS to comply with any legal or regulatory requirements applying to the subject matter of this Agreement.

- (c) In the event that either Party becomes the subject of, or is notified that it will become the subject of, a regulatory or court investigation connected with this Agreement which could result in regulatory or court proceedings, it shall immediately notify the other Party in writing.

21. APPLICABLE LAW AND DISPUTES

- (a) This Agreement shall be governed by the laws of Curaçao. Any dispute, controversy or claim arising out of or in connection with this Agreement, or breach, termination or invalidity thereof, shall be exclusively settled by arbitration in Curaçao in accordance with the Rules of the Curaçao Arbitration Center then in force, with recourse to any appeal of the said arbitration. Nothing in this Agreement shall prevent any Party from obtaining interim injunctive relief from a Curacao court before or during arbitration proceedings.

22. ANTI-BRIBERY AND ANTI-CORRUPTION

- (a) Either Party will comply strictly with all applicable laws and regulations relating to anti-bribery and anti-corruption.
- (b) Either Party shall have and maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with all applicable laws and regulations relating to anti-bribery and anti-corruption.

23. EXCLUSIVITY AND NON-COMPETE

- (a) Neither party shall during the term of this Agreement and for a period of one (1) year thereafter solicit any of each other's employees or any employees of their subsidiaries or associated companies for the purpose of offering them to become employees and/or service providers of them.
- (b) Notwithstanding the foregoing, nothing in this Agreement shall be construed as limiting or affecting GSS or its Partners absolute freedom to engage other intermediaries for the purpose of marketing, advertising and promoting the Gaming Services and/or any other software products, whether during the Term of this Agreement or otherwise.

24. GENERAL

24.1. Export Compliance

- (a) Operator will not use, resell, distribute, transfer, provide, sub-license, share with, or otherwise offer the Services in violation of any Laws or this Agreement, including but not limited to, the Directive (EU) 2015/849 of the European Parliament and of the Council of 20

may 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, Operator will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, "Export") the Services to any destination, person, entity, or end user prohibited or restricted under any Laws. Compliance with the trade laws of other countries pertaining to the export, import, use, or distribution of the Services to customers and Users is the Operator's sole responsibility.

24.2. Entire Agreement

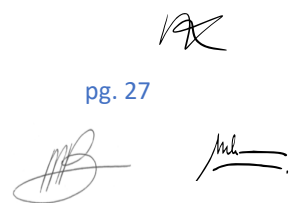
- (a) This Agreement constitutes the entire agreement and understanding between the Parties in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings (in each case whether written or oral) between the Parties hereto in respect of the subject matter hereof.
- (b) Each Party confirms that it has not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not that party is a party to this Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement or was made fraudulently.
- (c) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

24.3. Amendment or Modification

- (a) Excluding any document which the GSS is entitled to amend at its sole discretion under this Agreement, any amendment of or modification to this Agreement shall be made in writing (including any amendment or modification of this clause) and signed by the Parties. The Parties agree with binding effect that oral side agreements shall not be concluded, unless they are confirmed in writing and signed by the Parties. Any waiver by the Parties of this written form requirement shall be subject to the same requirements.

24.4. Assignment

- (a) Operator will not assign, transfer, dispose or otherwise deal in any way with its rights, benefits or obligations with respect thereto without obtaining GSS prior written consent, however GSS may transfer, dispose, otherwise deal with and/or assign any or all of its rights, benefits and obligations hereunder without the consent of the Operator. Any purported or attempted assignment in violation of this paragraph shall be null and void.
- (b) The Parties acknowledge and agree that the GSS will be subcontracting and delegating some of its obligations under this Agreement to third party subcontractors and service providers.

Handwritten signatures and initials are present at the bottom right of the page. There is a large, stylized signature that appears to be 'VX' or similar, and below it, two smaller signatures, one of which is clearly 'MB'.

24.5. Severability/Waiver

- (a) If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be reasonably replaced by a term that most closely reflects the intended purpose of the Agreement. The same applies in case of any gap and as regards the interpretation hereof.

24.6. No Agency

- (a) Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24.7. Official Language

- (a) In the case of a dispute, controversy, or claim arising out of this agreement, the official version of this agreement will be the English language version. All obligations, rights, terms, definitions, or other provisions are to be construed in accordance to their plain meanings in the English language. Any translation of this agreement is non-binding and can be used only as a reference.

25. APPENDIX

- Appendix A – Gaming Platform
- Appendix B – Services and Fees
- Appendix C – Services Level Agreement
- Appendix D – Personal Data Processing Agreement

26. SIGNATURES

By signing the Agreement, the Operator confirms that it has undertaken all necessary due diligence in respect of the Gaming Platform and that as a result, the Gaming Platform meets its required specifications and requirements, and is adequate for the organization of its gaming activities.

Global Software Solutions N.V.



Name: L.M. Kroon-Suares & M.A. Bon
on behalf of eMoore N.V.

Title: Director

Date: November 10, 2021



Inversiones Miami Latam B.V.



Name:
on behalf of Allyant Group B.V.

Title: Director

Date:

APPENDIX A – GAMING PLATFORM

GAMING PLATFORM SOLUTION AND COMPONENTS		
Solution	Full Gaming Turnkey Solution Including: • Quantum 2.0 iGaming Platform • iGaming Website • iGaming Mobile • Retail Module	
Front-End	• Operating Desktop and Mobile Websites • Back-Office Application • Sportsbook and Games Visualizations • Promotional Widgets and Banners	
Back-End	• Back-Office Tools • Application Programming Interface (API) • Wallet and User Management • Platform/Betting/Gaming/Backup Servers • Databases • Custom Plugins	
PARTNERS SERVICES AND PRODUCTS		
The Gaming Platform includes a set of GSS Partner Services and Products, namely the ones identified bellow.		
Module	Product	Included
Casino Games	Including but not limited to: • Slot games; • Poker; • Blackjack; • Lotto; • Bingo.	Yes
Virtual Games	Including but not limited to: • Virtual Football League • Virtual Horse; • Virtual Dogs; • Virtual Tennis Open; • Virtual Basketball League.	Yes
Sports Betting	Sports feed for the agreed package: • Pre-match; • In-play; • Risk Management.	Yes

Payment Methods	2 payment methods included. Two payment methods are included in addition to those already integrated the platform at time of signing this agreement, which include Visa, MasterCard, PayPal, Neteller. Skrill, AstroPay, ZotaPay, SafetyPay, among others. The integration of these payment methods will be subject to acceptance of the Operator by the Payment Providers.
------------------------	---

Affiliate Services	Not provided
---------------------------	--------------

Operator Websites	The Operator is the owner of the bellow website(s), in which will integrate the Gaming Platform: • www.locosbet.com • www.apuestaconsentido.com If the Operator wants to add a Website to the present agreement it shall be agreed in written by the Parties.
--------------------------	---

APPENDIX B – SERVICES AND FEES

In consideration for the Services provided and license granted to the Operator under this Agreement the Operator shall pay to GSS a revenue share on the terms set bellow.

1. DEFINITIONS

“Bets” shall mean wagers placed by an User on the outcome of an Event through the Gaming Platform.

“Bonus Costs in each month” means an amount equal to the value of all free bets or other mechanic granted to End-users to place bets under specific conditions to substitute real money or cash to drive turnover.

“Commercial Terms” means the fees set on the Agreement and on this Appendix B.

“Events” means any event or game, the outcome or result of which is available for the User to wager on.

“Gaming Tax” means any gaming tax or other taxation, levy or similar mandatory payments imposed, levied or charged on the Gross Gaming Revenue, turnover and deposit or similarly driven by the Operator Users activity or activity volume, by any competent authority in the Territory in which the Operator holds a license.

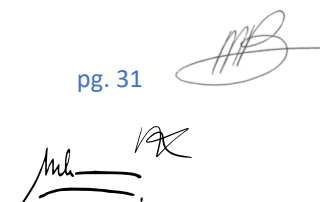
“Gross Gaming Revenue” (GGR) means the total amount wagered by the Operator User’s in the relevant month, minus Winnings. For the avoidance of doubt, Gross Gaming Revenue shall be calculated according to any and all of the Verified and Graded Bets, without consideration as to whether such amounts were collected from the Users.

“Revenues” means the Gross Gaming Revenues within a calendar month, less Gaming Tax if applicable.

“Verified Bets” means Bets that have been accepted by the Gaming Platform by Users and which are designated unique identifier bet numbers by the Gaming Platform.

“Verified and Graded Bets” shall mean Verified Bets which have been graded as win, draw, lost or voided by the Gaming Platform in accordance with the results of the relevant Event.

“Winnings” means an amount equal to the profit of all Operator Users from winning wagers.

Handwritten signatures and initials are present at the bottom right of the page. There is a large, stylized signature that appears to be 'MB' or similar, and below it, another signature that looks like 'Vax'. There are also some smaller, less distinct marks.

2. SETUP FEE

- (a) The Operator shall pay to GSS the non-refundable Setup Fee set below, for the setup of the Gaming Platform and the Services:

Product / Module	Set-up Fee
Full Gaming Turnkey Solution Including: - Quantum 2.0 iGaming Platform - iGaming Website - iGaming Mobile Standard sports betting solution including live betting (In-Play) and Pre match – Online & Mobile Retail	25,000.00 € (Twenty-five thousand euros)
Payment processing gateway Site available in 3 Languages: Spanish, English and Portuguese	Included
TOTAL	25,000.00€

- (b) The Setup Fee shall be paid by the Operator to GSS according to the following terms:
- 25% (6,250,00 Euro) within 5 days as of the date set at Clause 2(C) of this Agreement,
 - 25% (6,250,00 Euro) upon delivery of the Sportsbook and Casino Games;
 - 50% (12,500,00 Euro) within two weeks after the delivery of the Sportsbook and Casino Games.
- (c) The Setup fee shall be paid by bank transfer. GSS will send the Operator an invoice with the bank details to where the Setup fee shall be paid.
- (d) In the event that the Operator requests to add any new features or request any Custom Development or other customization or further development services, which extend beyond changes to the colour, font and logos used in the presentation of the Gaming Platform and/or is not otherwise included specifically in the scope of this Agreement, the Operator shall pay the Development Fee set on Appendix B.
- (e) Operator failure to make the timely payment of the Setup Fee is considered as a material breach of this Agreement.

3. SPORTS BETTING FEES

3.1. Monthly Fee

For the provision of Sports Betting productst and services on the Gaming Platform, the Operator shall

pay to GSS the following monthly fee:

Sports Betting GGR	Fee
0 – 100.000 €	18%
100.001 – 200.000 €	17%
200.001 – 400.000 €	16%
> 400.000 €	14%

For the avoidance of doubt, sports betting fees will be calculated incrementally, by applying the revenue share percentage for each range of GGR successively, regardless of the total for a given month.

3.2. Migration Bonus

The Operator has established a budget of USD 15,000 to offer its Players a Migration Bonus of USD 10 for registering with the GSS platform.

To support the Operator in the emigration of players from the current platform to that of GSS, the latter will compensate 50% of the aforementioned Migration Bonus investment on the following conditions:

1. The total budget for the Migration Bonus will be USD 15,000. Otherwise GSS shall be notified to approve compensation of 50% of the final investment;
2. If the budget for the Migration Bonus is USD 15,000, the compensation from GSS will be limited to a total of USD 7,500 to be discounted from monthly invoices for platform and content services to the Operator;
3. The Migration Bonus will be offered during a period not to exceed six (6) months from the time when the Operator site is launched on the GSS platform.

The Operator shall be solely responsible for the collection of monies from any relevant payment service providers and any costs of payment processing, via their direct agreement with the relevant payment service processors.

4. CASINO AND VIRTUAL GAME FEES

4.1. Monthly Fee

For the provision of Casino and Virtual Games products and services on the Gaming Platform, the Operator shall pay to GSS the following monthly fee:

Casino and Virtual Games (GGR in Euro's)	Fee
0 – 150.000 €	22%
150.001 € - 500.000 €	20%
500.001 – 1.000.000 €	19%
> 1.000.000 €	18%

The Operator acknowledges that if a commercial agreement is struck directly with a casino content provider then the Operator shall pay to the GSS a casino platform fee of 5% of GGR.

Insurances, Bonus, Jackpots, the Operator shall be the only and solo responsible to contribute to such casino participations towards the casino \ content provider.

For progressive jackpot games requiring contribution from the Operator, GSS shall be entitled to receive on a monthly basis, 10% out of the stakes (turnover) for all wagering done on progressive/Jackpot games should the Operator decide to offer such games

4.2. Consolidated Minimum Monthly Fee for SportBetting, Casino and Virtual Games

The Monthly Fee calculate on the terms of the clause 4.1. above, due by the Operator to GSS, from the provision of Casino services cannot be lower than:

Period	Minimum Monthly Fee
1 st month to 6 th months	8,000 € (eight thousand euros)
7 th month to 12 th month	13,000 € (thirteen thousand euros)
From the 13 th month onwards	16,000 € (sixteen thousand euros)

5. BINGO LOTTERY AND SCRATCH CARDS

When made available, Bingo, Lottery and Scratch Cards will be negotiated directly and agreed in writing by both parties. Both parties agree that fees for these games will not be higher than the highest fee agreed for casino above.

6. VIRTUAL SPORTS

6.1. Monthly Fee

For the provision of Virtual Sports products and services on the Gaming Platform, such as Golden Race, the Parties agree on the following monthly fee:

Virtual Sports (GGR in Euro's)	Fee
0 – 299.999 €	23%
300.001 – 599.999 €	21%
600.001 - 1.499.999 €	19%
1.500.000 - 2.499.000 €	15%
> 2.500.000 €	13%

For the avoidance of doubt, Virtual Sports fees will be calculated incrementally, by applying the revenue share percentage for each range of GGR successively, regardless of the total for a given month.

When made available, the parties agree on an individual unique setup fee for the provision of online services per supplier of 5.000,00 €. Additional fees for retail and bandwidth.

7. FIXED MONTHLY OPERATIONAL COSTS

The Operator shall pay the following monthly fixed operational costs to GSS from the Launch Date:

Operational Services	Monthly Fees	Comments
IT, hosting, bandwidth, Servers maintenance	€ 1.500	Up to 10,000 active Users only. Any increase in the amount of active Users exceeding the foregoing shall be priced on a cost basis. From 4 th month after Launch date.
Layer 3 – DDoS protection	€ 500	From 4 th month after Launch date.
Sports Data Feed and odds compilation	Waived	From Launch Date
Sports Live Match Tracker	€ 2,500	Waived for first 2 months from commercial launch.
Sports Statistic Centre	€ 1,500	Waived for first 2 months from commercial launch.
Official IMG Tennis	As per Operator agreement with IMG	Directly with third party provider
Any third-party content, data, feed, streaming or other service	Shall be determined on a case-by-case basis	Operator shall be entitled to request GSS to add additional services subject to feasibility and Operator ability limitation at a price to be determined and agreed upon by both parties.

7.1. IT and hosting fee.

- (a) The Operator shall be solely liable to pay to GSS an amount equal to all reasonable costs and expenses incurred by GSS in relation to the relocation of servers and server hosting for the Websites in any jurisdiction in which the Gaming Platform will be made available under this Agreement, to the extent such relocation is required by applicable Law in such jurisdictions,

and shall promptly reimburse GSS for all such costs and expenses on receipt from GSS of an invoice for such matters, this value can be reviewed annually.

- (b) GSS hereby specifically and expressly excludes its costs and/or expenses incurred as a result of increasing volumes and overall stability of its Gaming Platform.

8. OTHER FEES

8.1. Skin Fees

- (a) The Operator can request GSS for additional skins of the Gaming Platform. The request of additional skins shall be requested directly to the contract manager and shall be accepted in written by GSS.
- (b) GSS is not obligated to accept the additional skins request from the Operator.
- (c) The provision of additional skins is subjected to the payment of a skin fee determined by GSS on a "case by case basis" which shall never be lower than € 25.000 (twenty five thousand euros) per skin.
- (d) This Agreement includes one main instance with customised look and feel and configuration in terms of colours, logos, frames and header placements. Additionally, the Operator may add basic "skins" which are nearly identical to the main instance, but can be customised in terms of the colours, banners and logos, as needed to cover different markets. These Skins are provided at no additional cost to the Operator.

8.2. Custom Developments Fee

- (a) The Operator can request custom developments to Gaming Platform or any of the services provided by GSS. The request shall be sent directly to the contract manager and accepted by GSS by written.
- (b) GSS is not obligated to accept the Custom Development requests made by the Operator.
- (c) The provision of Custom Developments to the Gaming Platform is subjected to the payment of a fee by the Operator to GSS. The value of the fee will be determined by GSS on a "case to case basis".

8.3. Third Party Providers Integration Fee

- (a) The Operator can request GSS to add additional third-party services providers (including but limited to game providers and payment methods), to the Gaming Platform.
- (b) The requests shall be made directly to the contract manager and shall be approved in written by GSS.
- (c) The acceptance of the Operator request and integration of any third-party services is subjected to the payment by the Operator to GSS of integration fee per third-party integrated. The fee will be set by GSS and shall never be inferior to € 5.000 (five thousand euros).
- (d) The Parties agree on minimum €10,000 (ten thousand euros) fee for the Integration of additional payment providers.

APPENDIX C – SERVICE LEVEL AGREEMENT

4. Support Services Definitions

- i. In addition to the definitions set out in the Agreement the Support Services requires that the following definitions shall apply:
 - A. “**L1 Defect**” means a defect that either prevents the running of either Software as a whole, or any one or more of the individual Games; or prevents a significant number of End-users from placing stakes on any one or more Game(s), join any Games or continue to play at any Games; or where the payback percentage on any Games is disproportionate by reference of any odds given or otherwise;
 - B. “**L2 Defect**” means a defect that materially adversely affects the Software (but not amounting to a L1 Defect), including for example:
 - (a) the Software is materially adversely affecting a majority of the End-users (e.g. a system slow down); or
 - (b) limited access to the Platform or any parts thereof (e.g. majority of End-users are not able to view balance); or
 - (c) the ability of End-users to place stakes on Games is materially adversely affected; or
 - (d) access time to the on-line gambling process is increased by more than fifty per cent (50%) compared to a low-load situation (e.g. 04:00 a.m. CET);
 - C. “**L3 Defect**” means defect where the Software is not operating to the reasonable satisfaction of the End-users but the defect is neither a L1 Defect nor a L2 Defect;
 - D. “**Notification**” means notice served by either Party of an incident by telephone and email to the contact for the other Party nominated in the escalation procedure document which forms part of the documentation.
 - E. “**Non-Responsible Party**” means a Party which informs the Responsible Party (as that term is defined herein) of an incident.
 - F. “**Responsible Party**” means a Party responsible for responding to and resolving the incident.
 - G. “**Custom Development**” are services provided upon the Operator ’s request which require additional resources which are specific to this Operator ’s needs, such as customization and they are charged in accordance with the terms of this Agreement.

5. Service Scope

- i. The GSS is obligated, for the sole purpose of the fulfilment of this Agreement, to provide the following:
 - A. deploy the Software or activate Operator accounts;
 - B. monitor activities, infrastructure and behaviour of the Software;
 - C. modify the Software's functionality according to the terms and conditions of this Agreement; and



- D.** provide Software Support Services to the Operator in accordance with the provisions in this Appendix C.
- ii.** For the purpose of the Agreement, Support Services shall include L1 Defects, L2 Defects, L3 Defects and Custom Development.

6. Service Level

- i.** GSS is obligated to provide Support Services at its own cost in following manner:
 - A.** in the event of “L1 Defect”, the GSS will respond within thirty (30) minutes of receipt of a Notification for L1 Defects from the Operator. Resolution of L1 Defects will be attended by the GSS on a reasonable efforts’ basis within four (4) hours of receipt by the GSS of a correct Notification but in any event as soon as reasonably possible.
 - B.** in the event of “L2 Defect”, the GSS will respond within sixty (60) minutes of receipt of a Notification for L2 Defects. Resolution of L2 Defects will be attended by the GSS on a reasonable efforts’ basis within eight (8) hours of receipt by the GSS of a correct Notification but in any event as soon as reasonably possible.
 - C.** in the event “L3 Defects”, the GSS will respond within twelve (12) hours of receipt of a Notification for L3 Defects. Resolution of L3 Defects will be attended by GSS on a reasonable efforts’ basis within seventy-two (72) hours of receipt by the GSS of a correct Notification.
 - D.** Support Services shall be provided for L1, L2 and L3 Defects on 24/7/365 basis and can be reported via e-mail address: support@sportingtech.com; or weblink: <https://servicedesk.GSS.com> or live chat.
 - E.** Custom Development request shall be communicated in writing solely by the Operator. A request shall include all technical information necessary to perform the requested activity. Upon submission of a “Custom Development” request, within 5 (five) working days, the GSS shall, at its sole discretion, estimate a reasonable time period necessary for the fulfilment of the requested activity. Custom Development request may be charged additionally in accordance with the respective provisions of Appendix B – Fees. The GSS reserves the right to counter the request with a proposal and/or refuse the request if it is determined to be beyond the scope of the Agreement or if the request is not possible to complete in a reasonable timeframe.
- ii.** GSS does not provide any services regarding money transactions (such as e-wallet services). The money transaction services are subject of separate agreement between Operator and other e-wallet service providers. For the purposes of fulfilment of obligations stipulated by Agreement, Operator shall ensure that GSS has all necessary consents or authorizations from e-wallet service providers. The Operator shall indemnify the GSS where any liability arises from any breach of this clause.

- iii. For the avoidance of doubt, it shall be clarified that the GSS is not responsible for lease or rent of website domain nor shall be liable for any damages arising out or in connection with website domain availability.

7. Service Availability and Unplanned Downtime

- i. Subject to the terms and conditions of the Agreement, GSS warrants that he will maintain monthly availability of 93% uptime for the Platform.
- ii. Unplanned Downtime, "Downtime", occurs when services are unavailable due to faults or emergency maintenance. Downtime should not exceed 12 hours per month (the "Maximum"). For the avoidance of doubt, Maintenance does not count as Unplanned Downtime.
 - A. When Downtime exceeds the Maximum and requires twelve (12) to sixteen (16) hours per month the Operator shall apply to GSS a penalty equal to three percent (3%) of the Fees paid by the Operator to GSS on the corresponding month.
 - B. When Unplanned Downtime exceeds the Maximum and requires seventeen (17) to twenty four (24) hours per month of downtime, the Operator shall apply to GSS a penalty equal to five percent (5%) of the Fees paid by the Operator to GSS on the corresponding month;
 - C. When downtime exceeds the Maximum and requires more than twenty-five (25) hours per month of downtime, the Operator shall apply to GSS a penalty equal to eight percent (8%) of the Fees paid by the Operator to GSS on the corresponding month.
- iii. Such penalties shall be compensated with the amounts due by the Operator to GSS. In cases where no sum is due by the Operator to GSS, the Operator shall invoice the corresponding amount to GSS.
- iv. GSS's warranty of uptime is restricted to the Platform which are under the exclusive control of GSS. Downtime or outages listed in the Article 6 of the Service Level Agreement which has an effect on the Operator 's ability to access the Software provided by the GSS shall be excluded from the warranty mentioned above.

8. Emergency Maintenance

- i. The Responsible Party shall notify the other Party as soon as reasonably possible of any Emergency Maintenance required to the Software, providing appropriate details in order to establish the extent to which the maintenance work will have an impact on their availability.

9. Exclusions

- ii. The service levels in this Appendix C, shall not apply to any failure of the Responsible Party to comply with the service levels in this Appendix C, or to any incident of any priority, caused, in whole or part, by any of the following:
 - A. a failure of the equipment or hardware not supplied by the Responsible Party under this Agreement;
 - B. a failure in local access facilities connecting Operator, or its Associates, to the network;



- C. any act or omission of the Non-Responsible Party or any of its third party (including but not limited to, its agents, contractors or vendors), including, but not limited to failing to provide the Responsible Party with adequate access or information required in connection for the provision of the Software failing to take any remedial action in relation to the Software as recommended by the Responsible Party (or any of its agents, contractors or vendors), or otherwise preventing the Responsible Party from doing so, or any act or omission which causes the Responsible Party to be unable to meet any of the Service Levels provisions;
- D. The Non-Responsible Party's negligence or wilful misconduct; or Any DDOS (denial-of-service) attack;
- E. Scheduled Downtime;
- F. Any planned maintenance;
- G. Any Emergency Maintenance;
- H. The Non-Responsible Party, the Non-Responsible Party's Associates or their employees, contractors, agents or representatives;
- I. Any Downtime of the Non-Responsible Party; and
- J. Third-party server provider.

10. Scheduled Maintenance

- i. The Responsible Party shall make reasonable efforts to conduct scheduled and emergency maintenance requiring Downtime for the Software (hereafter referred to as "**Scheduled Downtime**") during Off-Peak Hours only upon providing the Non-Responsible Party with not less than twenty-four (24) hours prior notice by email. The Non-Responsible Party is to provide a designated email address for notification.

APPENDIX D – Personal Data Processing Agreement

Parties:

The Parties set out on the first page of the Agreement are parties to this Personal Data Processing agreement (this “DPA”).

WHEREAS

- A. GSS may, under the Agreement and for some other purposes defined herein process Personal Data on behalf of the Operator (the “Purpose”).
- B. The purpose of this DPA to ensure compliance with Applicable Laws and is a requirement under Article 28.3 of GDPR (as defined below).

NOW IT IS AGREED THAT

1. For the purposes of this DPA, “Controller”, “Processor”, “Data Subject”, “Personal Data” and “Processing” (and its cognate terms) shall have the meaning given to them in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”) and the term “Controller’s Personal Data” shall mean any Personal Data Processed by the Processor on behalf of the Controller pursuant to, or in connection with, the Agreement, details of which is set out in **Attachment A** to this DPA.
2. For the purposes of this DPA:
 - a. **“Affiliates”** shall mean any affiliate that owns or controls, is owned or controlled by, or is or under common control or ownership with GSS, where control is defined as the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise.
 - b. **“Approved Jurisdiction”** shall mean a member state of the European Economic Area, or other jurisdiction as may be approved as having adequate legal protections for data by the European Commission currently found here: http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm.
 - c. **“Applicable Laws”** means all applicable legislation relating to data protection and privacy including without limitation the GDPR and all local laws and regulations which applies to the Parties; in each case as amended, repealed, consolidated or replaced from time to time.
 - d. **“Standard Contractual Clauses”** shall mean the standard contractual clauses for the transfer of personal data to data processors established in third countries adopted by the European Commission Decision 2010/87: Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

- e. **“Sub-Processor”** shall mean any GSS Affiliate Personal Data may pass through as a side effect of the Purpose.
3. For the purpose of this DPA, the Parties agree that Operator is the Controller and GSS is the Processor of the Personal Data. Each Party agrees that to the extent that GSS processes Personal Information on behalf of the Operator, the Processor shall:
- a. process the Controller’s Personal Data in accordance with Applicable Laws (including GDPR);
 - b. process only Controller’s Personal Data only in accordance with the Controller’s documented instructions and for the following purposes:
 - i. to provide the services under the Agreement (including carrying out analyses for improving such services or providing statistical analyses of such services);
 - ii. to comply with Applicable Laws (including GDPR); and/or
 - iii. in accordance with the Controller’s express written instructions from time to time;
 - c. if a sub-processor is engaged by the Processor for carrying out specific processing activities on behalf of the Controller, the same obligations as set out in this DPA shall be imposed on that sub-processor by way of a contract or other legal act under European Union or European Union Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR;
 - d. not transfer any of the Controller’s Personal Data to any third person outside the European Economic Area without the prior written consent of the Controller (other than, in relation to GSS, to its Affiliates); provided that the transfer is necessary for the purpose of carrying out its obligations under the Agreement or is required under Applicable Laws; and provided the transfer is done:
 - i. to an Approved Jurisdiction; or
 - ii. subject to the Standard Contractual Clauses, or through Privacy Shield framework as referred to in the Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-U.S. Privacy Shield, or other applicable frameworks). If Processor or its Affiliates and/or their subcontractors intend to rely on Standard Contractual Clauses (where subcontracting or performance is allowed by the Agreement), then if the Standard Contractual Clauses are superseded by new or modified Standard Contractual Clauses, the new or modified Standard Contractual Clauses shall be deemed to be incorporated into this DPA, and Processor will promptly begin complying with such Standard Contractual Clauses. Processor will abide by the obligations set forth under the Standard Contractual Clauses for data importer and/or sub-processor as the case may be;
 - e. not collect, process or store more Controller’s Personal Data than necessary for the purposes set out in paragraph b. above;




- f. provide reasonable assistance to the Controller for its compliance with relevant obligations under Applicable Laws (including GDPR) in respect of the Controller's Personal Data;
- g. promptly comply with any request from the Controller requiring the Processor to amend, transfer or delete any of the Controller's Personal Data (however this paragraph shall always be subject to any obligation imposed on the Processor under Applicable Laws (including GDPR));
- h. in the event that the Processor receives any complaint, notice or communication from a competent data protection authority which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws (including GDPR), the Processor shall promptly notify the Controller and it shall provide the Controller and such competent data protection authority (as applicable) with full co-operation and assistance in relation to any such complaint, notice or communication;
- i. in the event that the Processor receives any complaint, notice or communication from a Data Subject which relates directly or indirectly to the Processing of the Controller's Personal Data or to either Party's compliance with Applicable Laws (including GDPR), the Processor shall promptly notify the Controller and it shall provide the Controller with full co-operation and assistance in relation to any such complaint, notice or communication;
- j. provide reasonable assistance to the Controller with any data protection impact assessments, and prior consultations with any competent data protection authority, which the Controller reasonably considers to be required under Article 35 or 36 of GDPR, or under equivalent provisions of any other data protection law, in each case solely in relation to the Processing of the Controller's Personal Data by the Processor, taking into account the nature of the Processing and the information available to the Processor;
- k. not disclose the Controller's Personal Data to any Data Subject or to a third party other than at the request of the Controller;
- l. in case of any breach of security leading to the accidental or unlawful destruction, loss or alteration of the Controller's Personal Data and/or the unauthorised or unlawful disclosure of, access to, or Processing of the Controller's Personal Data, without undue delay notify the Controller of:
 - i. the nature of the breach;
 - ii. the categories and approximate numbers of Personal Data records and Data Subjects concerned; and
 - iii. the likely consequences of the breach and the measures taken or proposed to be taken to address and/or mitigate the consequences of the breach.

Moreover, the Processor shall provide the Controller with all necessary assistance to allow the Controller to timely and fully comply with its notification obligations to any competent data protection authority;

- m. maintain records of the Processing carried out in respect of the Controller's Personal Data;
- n. take appropriate technical and organisational measures against the unauthorised or unlawful Processing of the Controller's Personal Data, and against the accidental loss,




alteration or destruction of, or damage to, the Controller's Personal Data, including implementing suitable measures as set forth in Articles 32 to 36 of GDPR as set out in **Attachment B**;

- o. implement and maintain such technical and organisational measures to be able to assist the Controller to timely respond to any Data Subject requests to exercise any rights of access, rectification, erasure or restriction. In addition, however always subject to Applicable Laws, when so informed by the Controller in writing, the Processor shall ensure that the Personal Data relating to a particular Data Subject is immediately and duly made accessible, rectified, erased or restricted;
 - p. test its security measures put in place to ensure the security of the Controller's Personal Data;
 - q. ensure that all individuals, parties or other entities with access to the Controller's Personal Data are bound by industry standard confidentiality obligations which include keeping the Controller's Personal Data confidential;
 - r. make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Applicable Laws (including GDPR);
 - s. notify and train staff and sub-processors (if applicable) of obligations under Applicable Laws (including GDPR) when Processing the Controller's Personal Data;
 - t. fully co-operate with and provide the Controller with any access, information and documents as reasonably requested;
 - u. allow an independent, properly qualified, third party auditor nominated by the Controller to access the Processor's premises for audit of the Processor's compliance with the provisions of this Agreement during normal business hours and upon at least five (5) Business Days' prior written notice, not more than once in every twelve (12) Months unless there is a substantiated reason that needs to be disclosed to the Processor and provided that the costs for such audit is borne by the Controller;
 - v. Prior to engaging a sub-processor, the Processor shall notify the Controller of its intention. Controller shall have the right to object to the appointment of any new sub-processor within 30 days of having been notified of the sub-processor's appointment by Processor, in which event the Parties shall negotiate in good faith this objection. In the event the Parties, acting reasonably and in good faith, have not reached an amicable solution, then Controller may terminate the portion of the Agreement that requires the employment of said sub-processor. The Processor shall be liable for the acts or omissions of sub-processors to the same extent it is liable for its own actions or omissions under this DPA.
4. The Controller agrees that it shall:
- a. comply with Applicable Laws (including GDPR);
 - b. clearly define and limit the scope of the Processing necessary for fulfilling the purpose(s) set out in Clause 3, b. of this DPA in written instructions to the Processor; and
 - c. ensure that it provides the Data Subject with clear and sufficient information of the Processing as required by Applicable Laws (including GDPR).

5. Subject to the limitations set out in the Agreement, each Party (each an “Indemnifying Party”) will indemnify and hold the other Party (each an “Indemnified Party”) harmless from any liabilities, losses, damages, costs or expenses and any other liabilities (including fines, penalties and legal fees) that may arise from the Indemnifying Party breaching its obligations set out in this DPA, provided that Indemnified Party:
- a. promptly notifies the Indemnifying Party in writing of any such infringement claim or suit;
 - b. gives the Indemnifying Party the sole right to control and conduct the defence or to settle such infringement claim or suit;
 - c. takes all such steps as it reasonably may to mitigate the liability associated with such infringement claim or suit; and
 - d. provides full information and reasonable assistance to the Indemnifying Party in its defence of such infringement claim or suit.
6. Unless the Processing would be terminated early by the Controller in accordance with this clause and always subject to Applicable Laws, the duration of the Processing shall be equal to the duration of the Agreement. Hence, the Processing shall automatically terminate upon termination of the Agreement, for whatever reason. After termination the Processor may retain the Controller’s Personal Data to the extent required by Applicable Laws (including GDPR) and only to the extent and for such period as required by Applicable Laws and always provided that the Processor shall ensure the confidentiality of all such Controller’s Personal Data and that such Controller’s Personal Data is only Processed as necessary for the purpose(s) specified in this DPA and Applicable Laws (including GDPR) requiring its storage, and for no other purpose.
7. All communication to GSS in any matter arising from this DPA must be done via email: compliance@sportigntech.com.
8. This DPA will remain in full force and effect for as long as any Controller’s Personal Data is being processed under the Agreement.
9. This DPA shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales with the courts in London as first instance.

VR



DPA ATTACHMENT A
Description of the Processing

Subject matter and duration of the Processing	The subject matter and duration of the Processing of the Data controller's Personal Data are set out in the Agreement and this DPA.
Nature and purpose of the Processing	Fulfilling obligations under the Agreement and for compliance with Applicable Laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement.
Type of Personal Data and categories of data subjects	Users of the Processor's Gaming Platform services which are contracting with the Controller. The following information in respect of the Users of the Data processor's Gaming Platform services: • Name; • Place of Birth; • Date of Birth; • Gender; • Identification Documents (type of document and number); • Permanent Address (street, country, city, ZIP code); • Nationality; • E-mail; • Contacts (phone or cell phone); • Login name; • Password; • IP Address; • Location Data. The following information in respect of the Controller: • contact information including first name, last name, e-mail address, address, screenname, (mobile) phone number (office and private); • Domain; • IP Address; • Location Data; • User ID; • password;

DPA ATTACHMENTE B

Technical and Organisational Measures

The following security measures shall be implemented by the Processor, as a minimum:

1. Measures are implemented that deny unauthorised persons access to data processing systems that process and/or use personal data. This is done by:

- a. Property security**

- i. Business premises and buildings are monitored 24 hours a day, seven days a week by security staff.
 - ii. The data centre and thus the hardware, server or components is in a separate secure area that is segregated from normal office premises.
 - iii. Entrance to security areas are controlled and monitored by technical means, fingerprint & card scanners with audit trail logs.
 - iv. Inspection patrols are carried out for main corporate offices.
 - v. There are service contracts for technical surveillance systems.
 - vi. Person's identification for visitors and 3rd party staff is carried out by security staff or local responsible.
 - vii. Access is logged.
 - viii. Access is only granted to authorised persons after successful authentication

- b. Security zones**

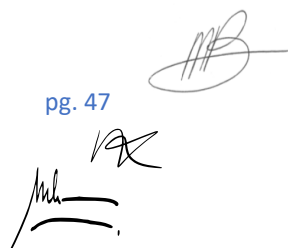
- i. The data centre is an area segregated from office premises with strictly restricted access and surveillance (closed shop).

- c. Type of access control**

- i. An automatic identity check is carried out by means of personal access cards or fingerprint and recording attendance using smart card or fingerprint reader in log repository.
 - ii. Offices are secured by a controlled key arrangement.
 - iii. The reception is staffed during core hours and receives visitors.
 - iv. Emergency exits are secured against improper use.

- d. Regulation of access authorization**

- i. Access authorisation is organised restrictively and granted on the basis of appropriate authorisation procedures.
 - ii. Authorised persons are determined with respect to security areas (for example data centre).
 - iii. Visitors and externals must report to the reception desk and are collected and accompanied.
 - iv. There are rules for employees leaving the company and changes in internal jobs and/or authorisation.
 - v. There are rules/follow-up measures if passes, keys, etc. are lost.



- vi. 3rd party Maintenance and repair staff are supervised.
- vii. The granting and withdrawal of access authorisation are reviewed.

2. Access control to data processing systems. Use of data processing systems by unauthorised persons is prevented by:

a. Access authorisation control:

- i. Access authorisation is granted to users on the basis of authorisation procedures.
- ii. Personal user ID and personal initial passwords are allocated.
- iii. Access is only granted after prior login with authentication (user ID, password or also token device).
- iv. The screen session is automatically protected by screen savers requiring a password after a set period of time and can also be manually locked.
- v. Measures for password security (length, complexity and safekeeping) and rules for the use of passwords are in place, password policy enforced
- vi. Passwords to be changed, if passwords or token devices are lost or forgotten.
- vii. A rule that makes a need-to-know and a need-to-do principle compulsory for authorisation procedures is in place.
- viii. Administrator accounts are exclusively used for strictly limited activities and are monitored
- ix. Rules are in place for authorised persons leaving the company or changing jobs.
- x. Disconnection occurs in the case of repeated failed attempts or timeouts.
- xi. Inactive connections are automatically closed after a set waiting period (timeout).
There are separate access groups for visitors, with defined timeout.
- xii. Users can only have access to personal data according to the authorisation granted to them (by means of role allocation, functional user etc.).
- xiii. Unauthorised attempted access is detected (for example logging of system use) and investigated accordingly.

b. Additional measures for remote access

- i. Persons authorised to log in externally are specified.
- ii. Network access security is provided by implicit deny approach, any access is reviewed and went through approval process,
- iii. Unauthorised access from the internet is prevented by use of firewalls, Internal systems can only be accessed using VPN authentication
- iv. Unauthorised attempted access can be detected (intrusion detection (HIDS & NIDS)).
- v. Protection of existing sessions against takeover by other users (session hijacking) is provided.

c. Logging of access

- i. Access to data processing systems and workstations is logged (for example in a log file).

- ii. Logs are protected from tampering and changes
 - iii. Use of data processing systems is verifiable (logging of access).
 - iv. Remote access via the (SSL) VPN gateway is logged.
 - v. The granting/changing of access authorisation is logged.
 - vi. Logs are regularly evaluated.
- 3. Access control/User control. It must be ensured that authorised persons can only access the data covered by their access authorisation when using a data processing system and that personal data are not read, copied, altered or deleted without authorisation when processing, using and after storing personal data. This is done by:
 - a. Authorisation concept**
 - i. Rules are established for granting and managing access authorisation.
 - ii. Individual access rights and user groups have been formed.
 - iii. User groups are managed in a central directory service.
 - iv. Granted authorisation is regularly reviewed.
 - b. Access control**
 - i. The use of encryption routines and a file encryption option have been provided.
 - ii. Mobile devices such as computers, phones and removable media are encrypted.
 - iii. Network access security has been set up.
 - iv. Only approved hardware and software are used.
 - v. Network components are protected.
 - vi. The network is segmented.
 - vii. There is separation between testing and production environments.
 - viii. Critical services are subject to monitoring.
 - c. Safekeeping when using data storage devices**
 - i. The safekeeping of data storage devices is controlled.
 - ii. Encrypted data storage devices are available.
 - iii. Persons authorised for data storage device removal are specified.
 - iv. Hard drives are hardware encrypted.
- 4. Transmission control/Transfer control. Unauthorised reading, copying, alteration or deletion in the case of electronic transfer or transmission should be prevented.
 - a.** IT system data transfer is monitored
 - b.** Only secure protocols with encryption cyphers and suites are used
 - c.** Business critical data are reviewed for integrity check
 - d.** Logging is enabled for non-repudiation
- 5. It should be guaranteed that personal data are protected against the risk of accidental destruction or loss. To this end, the following measures have been implemented:
 - a. Creation and safekeeping of backups**

19K



b. Backup disks are securely stored separately from the original data

c. Safeguarding of day-to-day operations. Day-to-day operations are secured by means of the following technical and organisational measures:

- i. Resilience (Critical business IT systems are regularly backed up; Disaster recovery site is on standby for takeover as a part of business continuity)
- ii. Uninterruptible power supply
- iii. Fire protection
- iv. Air-conditioning
- v. Internet connection. A redundant internet connection is available.
- vi. Measures for operational disaster control

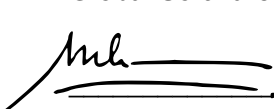
d. Organisational measures

- i. Security guidelines as well as security and privacy operating procedures exist, have been announced and are checked.
- ii. There are requirements for procedural and programme documentation.
- iii. The hardware and software used are available and ready for operation in order to produce the original data from copies using backup devices.
- iv. Operational availability is regularly checked.
- v. Before being put into operation, IT systems are finalised according to defined procedures and thus raised to a higher security level.
- vi. Business Continuity Management is in place.
- vii. A failover procedure has been defined.
- viii. There are sufficient staff resources available.
- ix. Users are trained.
- x. Information security team is in place for fast incident detection and response in organized group – Security operations centre
- xi. There are rules for file retention (central backup).
- xii. Data are only deleted at the end of the defined retention periods

EXECUTION PAGE

This Agreement has been executed on this day in two (2) identical originals of which each Party has received one (1). If the signing date for each Party differs, then the later date will prevail as the execution day.

Global Software Solutions N.V



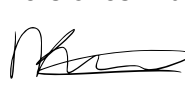
Name: L.M. Kroon-Suares & M.A. Bon
on behalf of eMoore N.V.

Function: Director

Date: November 10, 2021



Inversiones Miami Latam B.V.



Name:
on behalf of Allyant Group B.V.

Function: Director

Date: