

SOFTWARE LICENSE AGREEMENT 20201218-001

THIS AGREEMENT has been entered into and is effective as of the 18th of Decmber, 2020 ("Effective date")
BETWEEN

IT Management Santora B.V. (the "Company") a company incorporated under the laws of Curacao, having its registered address at Fransche Bloemweg 4, Curacaoa
and

Globis N.V., reg. no. 155962, (the "Partner"), a company incorporated under the laws of Curacao, having its registered address at Abraham de Veerstraat 9.

Company and the Partner are each individually referred to as a "**Party**" and collectively as "**Parties**".

1. Terms and Definitions

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" means this written Software License agreement including any appendix or amendment attached hereto;

"Balancing" means periodical clearing between Company and the Partner, taking into account the balance of the winnings and any other fees or costs payable by the Partner or deductible from the GGR, resulting in invoicing/crediting between Company and the Partner. The Balancing shall be made within a 7 days prior written notice of the Party;

"Confidential Information" means all information marked as confidential or proprietary or similar legend or which in all of the circumstances is clearly intended to be treated as confidential (whether disclosed in writing, verbally or by any other means and whether directly or indirectly) including, without limitation, the subject matter of this Agreement, data, technical and other information, know how, formulae, specifications, design rights, and any information relating to the Licensed Software or Software, Products, operations, processes, plans or intentions, product information, trade secrets, market opportunities and business affairs and any information expressly agreed to be Confidential Information in any other provision of this Agreement;

"Deposits" means any transfer of funds to Registered Player's Account;

"Force Majeure" means any cause preventing, delaying or hindering either Party from performing any or all of its obligations which cause is beyond the reasonable control of the Party so prevented, delayed or hindered including without limitation act of God, war, hostilities, acts of terrorism, riot, civil commotion, act or omission of government, shortage of essential supplies, strike or industrial dispute, fire, flood, storm or natural disaster, and acts and decrees of the Governments, Presidents, State Organs and/or Regulatory bodies;

"Friendship Platform" shall mean the Feedconstruct Friendship Platform on vstream.feedconstruct.com;

"Gaming License" means a permit issued by the respective body to the Partner to deal, operate, carry on or conduct any gambling game, gaming device, race book or sports pool or any of the Products on the Territory if such license or permit is required by the legislation of the Territory;

"Gaming Services" means the services related to the Products described in Section 4;

"Gross Gaming Revenue" or "GGR" means an amount which is equal to the accepted bets less winnings, less Voided and / or cancelled bets;

"Helpdesk Specialist" means a person responsible for the coordination of works with the Partner on behalf of the Company, who provides ad-hoc assistance to the Partner;

"Intellectual Property Rights" or "IP" means any patents, petty patents, design patents, utility models, registered designs, trade Marks, service marks, design and design rights, database and Software rights,



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

copyright works, moral rights, know how, trade secrets, trade or business names and any other industrial and proprietary rights (whether registered, unregistered or pending) and any right to apply and any application for such rights in any country and any licenses under or in respect of such rights;

"Launch" means the first day of public availability of the Gaming Services from the Website;

"Licensed Software" or "Software" means the software as further described in Section 4 provided by Company and unless otherwise mutually agreed between the Parties, any and all software releases, patches, updates and other deliverables belonging to Company and supplied to the Partner in accordance with this Agreement and, subject to any other Clause in this Agreement, includes any derivative forms of it resulting from enhancements, changes, additions or modifications made to it under the terms of this agreement;

"Live dealer" means a person appointed at a gambling table to assist in the conduct of the game, especially in the distribution of bets and payouts and/or person, who distributes cards to players and manages the action at a table;

"Products" means the products as further described in Section 4 provided by Company and unless otherwise mutually agreed between the Parties, any and all Product releases, patches, updates and other deliverables belonging to Company and supplied to the Partner in accordance with this Agreement and, subject to any other Clause in this Agreement, includes any derivative forms of it resulting from enhancements, changes, additions or modifications made to it under the terms of this agreement;

"Registered Player Account" means an account unique to each Registered Player enabling the Registered Player to log into the gaming site, make Deposits and Withdrawals and to identify the activity of the Registered Player within the Software;

"Registered Player Data" means any and all data submitted by the Registered Player on the Website, collected, compiled and stored by the Partner for the purpose of processing transactions due to Registered Player's use of the Gaming Services;

"Registered Player" means a player, who is registered with the Partner to use the Product/s;

"Restricted Territories" means the physical territories as set out in the Appendix 1;

"Risk Management" means department in the structure of Company responsible for the monitoring of Registered Players for the purpose of risk minimization;

"Security Deposit" means the deposit made by the Partner to Company into the deposit account in order to obtain the credit limit;

"Set-Up Fee" means the non-refundable fee for branding, development and delivery of the Products in accordance with the requirements specified in Clause 10.1;

"Sportsbook" shall mean the sports betting service as further described in Section 4 accessible to Registered Players on the Website by way of the Licensed Software;

"Territory" means any territory which is not a Restricted Territory;

"Tips" means any amount of money given by the registered player to live dealer during online game.

"Website" means the Partner URL's www.9winz.com.

"Withdrawal" means any withdrawal of funds to a Registered Player's Account.

2. Background

Company maintains the Licensed Software that can be utilized for the purposes of an e-gaming offering.

Partner wishes to utilize the Company's Licensed Software for use on the Partner's Website, allowing Partner to offer the Products to the Registered Players in the Territory.

By virtue of this Agreement Company grants to the Partner a non-exclusive license to use the Licensed Software subject to the terms and conditions of this Agreement.

The Gaming Services provided under this Agreement support the Licensed Software, allowing the Registered Players to access the Products from the Partner's Website to play online games for real money within the Products.

The Partner maintains and operates the Website and markets the Gaming Services provided under this Agreement to its present and future customers for the purpose of making such customers Registered Players as well as maintaining the appropriate Gaming Licenses.

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein.

3. Exclusivity and Non-Solicitation

During the term of this Agreement, the Partner undertakes to refrain from providing, directly or indirectly, any services competing with the Products. Furthermore, for the duration of this Agreement, the Partner shall not purchase, provide, use or operate services on the Website other than the Gaming Services provided by Company. In the event that Partner is in breach of this clause, Company may terminate this agreement forthwith and without notice.

The Partner shall not during the term of this Agreement and for a period of 2 (two) years thereafter recruit or request services from employees or service providers or agents of Company without the prior written consent of Company. In case of a breach of this obligation, the Partner shall pay Company a fixed penalty fee of EUR 1.000.000 (one million Euro) for breach of non-solicitation covenant. Moreover, Company is entitled to terminate this Agreement unilaterally for such a breach.

4. List of Products

Company shall provide to the Partner the interface(s) and maintain and develop the system(s) necessary to run Products as provided hereunder:

- Live Dealer Casino. The system includes but limited to Live Roulette, Live Blackjack, Live Baccarat, Live Bet-on-Poker, Live Bet-on-Baccarat, Live Keno, Live Lottery 6 of 49, Live Dealer features, Fashion TV Branded Live Dealer Casino and some other products of other third party content providers (including but not limited: Ezugi, Evolution, Lucky Streak, Betgames TV, NetEnt, Pragmatic Play, Betxpro, Bingo Boom, SA Gaming, AG Gaming, Portomaso Gaming, TV Bet, Vivo Gaming, Fazi, SuperSpade, HollyWood TV).

Company shall provide to the Partner the interface(s) and maintain and develop the system(s) necessary to run Products as provided hereunder (the "Licensed Software") which enables the Partner to:

- i. have the product integrated into branded Website,
- ii. accept bets and perform Deposit and Withdrawal operations for Registered Players,
- iii. offer odds,
- iv. have access to financial and analytical reporting.

4.1 Customization of the Product

Standard branding will be suggested to the Partner, which includes the Partner's look and feel. Company will make suggestion based on the colours and existing company profile of the Partner. No additional set-up fee, apart from that specified in Clause 10.1 shall be payable for this level of customization.



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

4.2 Implementation

Integration between the Website and the Products will require efforts from both Parties. The Parties will provide know-how and resources as required to make the implementation proceed as smoothly and quickly as possible.

Within a reasonable time following the effective date of this Agreement, the Partner shall deliver to Company all materials including designs and/or graphics required by Company for the implementation process.

4.3 Delivery

The Parties shall use reasonable endeavors to make the Gaming Services available as soon as possible during reasonable period of time upon the signature of this Agreement.

Notwithstanding any other Clause in this Agreement, Company shall not be liable and shall not be held responsible for any delay caused by circumstances, which are beyond the control of Company. Delays from the other Party are in this Clause considered to be a cause, which is beyond the control of Company.

5. Licenses

5.1 Rights Granted by Company

Company hereby grants to the Partner a non-exclusive, non-licensable, non-assignable and non-transferable right to use, display and distribute Products through the Website in accordance with the provisions stipulated herein.

5.2 Retention of Rights

Company hereby reserves all Intellectual Property Rights to the Licensed Software not expressly granted to the Partner in this agreement. The Partner acknowledges and agrees that, as between the Partner and Company, the Licensed Software and all modifications and additions thereto, and all worldwide Intellectual Property Rights that are embodied in, related to, or represented by the Licensed Software and all modifications and additions thereto are, and at all times will be, the sole and exclusive property of Company. This includes new functionality, improvements etc. as requested by the Partner.

5.3 License Restrictions

The Partner shall not copy, modify, sublicense, distribute, transfer, reverse engineer or reverse compile the Licensed Software, nor shall the Partner prepare derivative works incorporating the Licensed Software. Neither the Partner nor its members, shareholders, directors, officers, employees, agents or representatives having had access to the Licensed Software or documentation may use the Licensed Software or documentation to design software with similar or competitive functionality.

Additional software, which in the form of release updates or upgrades that may be made available to the Partner, shall be subject to the same ownership, terms and conditions as set out in this Agreement.

Company grants no other rights than those expressly specified in this Agreement. In particular, no rights of ownership or any other rights than the right to use the Licensed Software as specified in this Agreement are granted.

Nothing in this Agreement shall prohibit Company in any manner from using, developing, marketing, licensing, or otherwise disposing of the Licensed Software or concepts embodied therein anywhere in the world.

5.4 Suggestions and Improvements

Company may freely use any suggestions and improvements related to the Licensed Software that the Partner provides in connection with this Agreement. In respect to such suggestions or improvements relate to an

integrated part of the Licensed Software the Intellectual Property Rights therein shall vest in Company as set out in Clause 5.2. Company shall also be entitled to modify and further develop such suggestions and improvements.

6. Development, Updates, Upgrades, Maintenance and Support

6.1 Development

Company shall be solely responsible for any and all development of the Products. The Partner acknowledges that development may not be scheduled according to specific requests of the Partner.

6.2 Updates and Upgrades

Company shall be solely responsible for any and all updates of software, hardware and network connections to ensure the operation of the Products. Updates will be made available to the Partner upon commercial release, at no additional charge, upon which release prior versions will be terminated and unsupported. The Partner acknowledges that updates may not be scheduled according to specific requests of the Partner.

6.3 Maintenance

Company shall be solely responsible for any and all maintenance of the Products. The Partner acknowledges that maintenance may not be scheduled according to specific requests of the Partner.

6.4 Support

Service Requests via the dedicated Helpdesk Specialist shall be handled during business hours of the Company being Monday to Friday, 10 AM to 7 PM (GMT +4) excluding public holidays. Beyond the mentioned term the Partner will be provided with 24/7 support.

7. Service Level Agreement

7.1 Service Levels

Without prejudice to Clause 7.2, Company with reasonable endeavours, will comply to standard service levels.

7.2 Disrupted Service

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the services provided under this Agreement by the Company (and by the Partner) can be temporarily disrupted. A temporary disruption shall not exceed 6 (six) hours from the moment Company has been aware about this disruption. Partner acknowledges and accepts that neither Company nor any of its members, shareholders, directors, officers, employees, agents or representatives will be liable to Partner for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions. Moreover, the Partner acknowledges that, in the case that the Company operates (hosts) the Licensed Software, Company's ability to perform its obligations under this Agreement is subject to the applicable Government licensing laws and regulations. Neither Company nor any of its members, shareholders, directors, officers, employees, agents or representatives will be liable to the Partner or shall be held liable for any damages of any kind that may result from changes in Government legislation or policy.

8. ADVERTISING

The Partner shall bear all costs and expenses incurred in connection with the advertising, marketing and promotion of Products to Registered Players.

The Partner shall observe the advertising guidelines set out below:



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

- The use of the Website, or referring to, the Products shall include name and address of the Partner, contact information for resolving consumer complaints and disputes, a statement outlining the jurisdiction from where the Gaming Services are conducted and a statement on the type of Gaming License held by the Partner, if any.
- Advertising shall not be: directed towards minors, include pornographic content, depict violence, be defamatory or include anything that is in material breach of Intellectual Property Rights. The Partner shall not send out unsolicited e-mail (spam) except to recipients that expressly have accepted to receive such e-mails.
- A breach of any of the above guidelines that exposes Company to legal action and/or other significant damage shall be deemed a material breach of the provisions of this Agreement and shall entitle Company to terminate this Agreement with immediate effect.

9. ID VERIFICATION AND FRAUD CONTROL

9.1 ID Verification

The Partner will perform all age and ID verifications according to the requirements of the Agreement and legislation of the Territory.

9.2 Fraud Control

The Partner shall be responsible for maintaining strict fraud control and ensuring that chargebacks and other fraudulent behaviour is minimized.

Company is not responsible for the fraudulent actions of the Partner and its Affiliates players.

On the detection of any fraudulent action the Partner shall notify Company as soon as reasonably practicable and in any event within 24 (twenty four) hours of such detection.

On the detection of any fraudulent action Company shall notify the Partner as soon as reasonably practicable and in any event within 24 (twenty four) hours of such detection.

If the fraudulent action is as result of the Partner's negligence and Company bears financial losses as a result of such fraudulent action, the Partner shall reimburse Company damage equal to 100% of the loss amount suffered by Company as a result of fraudulent action within 15 (fifteen) calendar days of the loss being determined.

10. Calculation of Fees

10.1 Set-up Fee, Security Deposit and Fixed Monthly Fees

The Partner shall pay to Company a Set-up Fee of EUR 5000 (five thousand). The 100% of the Set-up Fee shall be paid upon the signature of this Agreement.

The Partner shall pay to Company an integration fee of EUR 500 (five hundred) for each additional payment method upon the launch date of such method.

The Partner shall pay to Company a fixed monthly fee of EUR 1000 (one thousand) for the CRM product, which includes unlimited messages, started upon the Launch date of this product and while this product is activated on the Website.

The Partner shall pay to Company a fixed monthly fee of EUR 1000 (one thousand) for Affiliate System started from the 4th month upon the Launch date of this product and while this product is activated on the Website.

The Partner shall pay to Company a fixed monthly fee of EUR 1000 (one thousand) for Agent System started from the 4th month upon the Launch date of this product and while this product is activated on the Website.

Company: Yevgenya Asiryan

Partner: Lasha Gogiberidze

The Partner shall pay to Company a Set-up fee of EUR 1500 (one thousand five hundred) for Live Agent System started from the Launch date of this product and while this product is activated on the Website.

Live Agent System Set Up will include the following:

- Account system log in set up for agents
- Reporting Dashboard Set Up
- Creation of query tags (for quick customer interaction)
- Designed technical workflow based on agent shifts and language (to make sure the right query is handled by the best qualified agent)
- System navigation training

10.2 DDoS protection service Fee

The Partner shall pay to Company a monthly Service Fee of EUR 500 (five hundred Euros) for DDoS protection service, Hosting and B2B standard support (Monthly Service Fee). In case, when the Partner does not pay the Monthly Service Fee, Company may without any prior notice, block (to blockade, to freeze) the Website for an indefinite period.

10.3 Third Party Games and Services

Third party games that are integrated in to the system are subject to 5% profit share by Company. There can be also an integration fee involved, which will be discussed and calculated with Company's technical department accordingly to the resources that the integration process requires.

10.4 Calculation of GGR

The Partner and Company will settle balances with intervals given by the following settlement periods: Monthly, on the 1st of each month ("Settlement Periods").

Where GGR in respect of any calendar month (or part thereof) shall be zero or a negative figure, no GGR Share shall be due and payable and such negative figure shall not be carried forward to the following calendar month (or part thereof) and included in the calculation of, and thus reducing, the GGRs figure for such month.

GGR does not include the Tips given by the Registered Players to Live Dealer during online game.

Herewith the Parties agree that activities of accounts provided for testing purposes shall be included in calculation of GGR.

Revenue share shall be paid out on GGR.

10.5 Revenue Sharing

LIVE DEALER CASINO

BETCONSTRUCT LIVE CASINO

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
Over 0	85	15

**In relation to the BetConstruct's licensed games the Company shall charge and the Partner agrees to pay additional fees as prescribed in the Appendix 3 of this Agreement.*

BETCONSTRUCT LIVE CASINO (TURKISH AND PERSIAN TABLES)

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
Over 0	85	15

FASHION TV BRANDED LIVE DEALER CASINO

(Powered by Betconstruct and FTV Gaming Group)



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

Game types	The Partner's share (%)	Company's share (%)
All games	85	15

Partner acknowledges and agrees that the use of the Fashion TV Brand (included but not limited to Fashion TV name, trademark, logo(s), service marks or any other intellectual property rights) on any Fashion TV branded games' marketing documentation, advertisement or any other materials shall be pre-approved by Company.

EZUGI

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
All games	83	17

EVOLUTION

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
Over 0	82	18

**In relation to the Evolution's licensed games the Company shall charge and the Partner agrees to pay additional fees as prescribed in the Appendix 1 of this MoU.*

LUCKY STREAK

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
Over 0	85	15

BETGAMES TV

GGR per month (EUR)	The Partner's share (%)	Company's share (%)
Over 0	85	15

NETENT

Game types	The Partner's share (%)	Company's share (%)
All games	80	20

In relation to Netent's branded games, the Company shall charge and the Partner agrees to pay a fixed monthly fee of EUR 1500 per table.

PRAGMATIC PLAY

Game types	The Partner's share (%)	Company's share (%)
All games	80	20

BETXPRO

Game types	The Partner's share (%)	Company's share (%)
All games	85	15

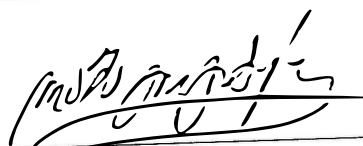
BINGO BOOM

Game types	The Partner's share (%)	Company's share (%)
All games	85	15

SA GAMING

Game types	The Partner's share (%)	Company's share (%)
All games	83	17

AG GAMING



Game types	The Partner's share (%)	Company's share (%)
All games	83	17

PORTOMASO GAMING

Game types	The Partner's share (%)	Company's share (%)
All games	83	17

TV BET

Game types	The Partner's share (%)	Company's share (%)
All games	86	14

VIVO GAMING

Game types	The Partner's share (%)	Company's share (%)
All games	86	14

FAZI

Game types	The Partner's share (%)	Company's share (%)
All games	83	17

SUPERSPADE

Game types	The Partner's share (%)	Company's share (%)
All games	84	16

For the avoidance of doubt the Products' GGR for each Settlement Period will be shared as the percentages indicate. Reaching the next interval will change the revenue share of the previous band of GGR.

Revenue sharing percentages or fixed fees (if applicable) of the products, or parts thereof, provided by the third party providers may be changed (including added or removed) from the third party providers' side. In the event of such change, the Partner agrees not to make any claim or pretension against Company.

Third party games could be provided only in the event of confirmation by the third party content provider.

10.6 Currency

All sums payable by the Partner to Company under this Agreement shall be made in Euros or in any other currency that may be specified by Company and mutually agreed by the Parties.

10.7 Taxes and other Fees

All sums due by the Partner to Company under this Agreement are exclusive of any Value Added Tax that may be chargeable. Partner shall pay any Value Added Tax due under this Agreement on production of a valid Value Added Tax invoice by Company.

10.8 Invoicing

Company shall be responsible for calculating the Partner's and Company's revenues on the first 10 (ten) business days following a Settlement Period, producing and providing to the Partner necessary statements ("Statement") for the calculation and sharing, and effectuating the sharing by invoicing/crediting the amount due. The Company shall issue the Partner with an invoice in respect of any fees due as set out in the Statement and the Partner shall have 10 (ten) working days on and from the date of the Partner's receipt of the invoice to pay such sum or present a justified objection to the Company. In the absence of objection such Statement shall be final and binding as per the fees due and payable by Partner. For any late payment upon the above mentioned 5th day, the Company may suspend the provision of the Gaming Services and the Partner shall pay to Company interest of 0.1% of the payable amount for each day of late payment.

11. Confidentiality

During the term of this Agreement and for a period of 3 (three) years from the expiration or termination of this Agreement, a receiving Party shall (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants of the receiving Party and affiliates, if any of the receiving Party who must be directly involved with the Confidential Information for the purposes of this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, decompile or disassemble any Confidential Information for source discovery or other purposes; (iv) use the same degree of care as for its own information of like importance, but at least the care of a prudent businessman, in safeguarding against disclosure of Confidential Information; and (v) promptly notify the disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

The disclosing Party consents to the disclosure of the Confidential Information to the extent strictly necessary for informing any subcontractors or suppliers of other Party who need to know such limited information in order to perform any assignments or handle any orders of a Party pursuant to this Agreement provided however that such subcontractors or suppliers shall first have agreed with the other Party to be bound by its confidentiality obligations hereunder or obligations which protect the Information to the extent protected hereunder in respect of such limited Confidential Information they will receive including appropriate obligations not to disclose the same to others and not to use it for other purposes as well as to return all such information to the Party upon completion of their assignment or other required performances.

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

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

12. Trademarks Use of Name

Neither party may use the other Party's name, trademarks, trade names, or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

13. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for an initial period of 2 (two) years ("Initial Period"). Following the Initial Period, the term of this Agreement shall renew automatically for successive one-year period (a "Renewal Term"), unless at least 30 days before the end of the Initial Period or Renewal Term, either party gives notice to the other party that this Agreement will terminate at the end of the Initial Period or Renewal Term.

Following the expiration of the abovementioned periods the term of this Agreement shall thereafter be automatically prolonged indefinitely unless terminated in writing by either Party by providing no less than 30 (thirty) days prior notice of termination.

14. Termination for Cause

14.1 By a Party

A Party may terminate this Agreement immediately, if:

- i. the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within 30 (thirty) days following written notice of the breach, cease to be in breach;
- ii. the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become or else an event occurs that gives well founded reason to assume that the other Party is not, or will no longer be, capable of fulfilling its obligations under this Agreement;
- iii. it's required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to the gaming law, to which a Party is subject.
- iv. the operation of other Party has or threaten to have a negative effect on the business or on any of the brands of the other Party, thereby initiating price pressure on Gaming Services;
- v. if the other Party fails to pay any amount payable in accordance with this Agreement; or
- vi. if the other Party is under legal prosecution for the content and aim of this Agreement provided that the Parties shall in such case use reasonable endeavours to find an acceptable alternative solution.

14.2 Termination due to Change in Ownership

Both Parties shall have the right to terminate this Agreement with immediate effect by notice in writing to the other Party if any "Competitor" either directly or indirectly acquires control over the Party or merges with the Party. For the purpose hereof, "control" shall mean the direct or indirect ownership of such quantity of the share capital or existence of such agreement which gives the right to the Competitor to affect the decision making process of the governing bodies of the Party. "Competitor" shall mean any entity or person who has produced and/or is marketing a software product or service which is in direct competition with or functionally equivalent to the Party's Products. In cases specified in this Clause the Party is obliged to inform the other Party immediately.

15. Consequences and Rights and Obligations on Termination

15.1 Payment Obligations

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

15.2 Cease of Use of Software

At the effective date of expiry or termination of this Agreement for any reason, the Partner shall immediately remove and cease any and all use of the Licensed Software. The Registered Players will no longer be able to access their accounts. The Parties shall promptly return or destroy, as determined by the originally providing Party, any materials and Confidential Information provided by a Party to the other Party under or in

connection with this Agreement. An officer of each Party shall confirm that all propriety material relating to the Licensed Software, any related documentation or proprietary information has been returned to the relevant Party or destroyed, by signing a bilateral act of return and/or destruction of materials relating to the Licensed Software.

15.3 Survival

The provisions of the Sections 3 and 11 shall survive the termination of this Agreement.

16. Representations and Warranties

16.1 By the Partner

The Partner represents and warrants that:

- i. it is a duly incorporated company;
- ii. it has and will throughout the term of this Agreement continue to hold and comply with any permit or license requirements necessary to carry out its business;
- iii. it shall comply with the laws and regulations, including, but not limited to, such as are applicable to the Gaming Services and to the processing of Registered Player data, including personal data;
- iv. it has the sole and exclusive rights to the Partner's trademarks;
- v. the Website shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content; and
- vi. it is responsible for the content of the Website, including but not limited to type of games, data etc.

16.2 By Company

Company represents and warrants that

- i. the Software provided shall be consistent with industry standards;
- ii. the Software and services provided and maintained will, and always shall, comply with the laws and regulations of the Territory from where the Software and Gaming Services will be provided;
- iii. before any material is used as part of the Gaming Services all rights, licenses and consents relating to intellectual property rights have been obtained, and
- iv. any material provided to the Partner shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content.

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

Company makes no representation or warranty that the use of the Licensed Software or Products for purposes of gambling, as that term is commonly understood in trade and industry, is legal in any jurisdiction.

17. Player Registration and Customer Information

The Partner shall own all personal and other data of the Registered Players that have registered with the Products through the Website. Company shall have access to user data for integration and communication purposes only. Company may request detailed Registered Player personal information on a case-by-case basis whenever deemed necessary for legal purposes.

Company may refuse to register a player as a Registered Player due to his place or residence or jurisdiction or for any other valid reason, including but not limited to the circumstance where a player is already a registered player on the Company platform through other Partners. Company shall inform the Partner of any such players that are refused registration by Company Risk Management team.

Company: Yevgenya Asiryan

Partner: Lasha Gogiberidze

Both Parties shall at all times comply with their obligations under the relevant data protection legislation.

18. Limitations of Liability

For the avoidance of doubt it is agreed by and between the Parties hereto that Company shall have no liability for any period of temporary downtime not exceeding 6 hours, of the Products caused by or resulting from:

- A failure of servers related equipment or hardware used by Company to fulfil its obligations hereunder through no fault of Company's fault or negligence
- A failure or disruption of internet services not resulting from Company's fault or negligence
- Any other technical service outage not occasioned through Company's fault or negligence.

Nothing in this Agreement shall exclude or limit either Party's liability for death or personal injury caused by such Party's negligence or for fraud or fraudulent misrepresentation, or any liability in tort.

Neither party shall in any circumstances be liable for any loss of use, profit to business, contracts, revenues or anticipated savings, any increase in operating costs or any other financial or economic loss or any special, punitive, indirect or consequential loss or damage whatsoever whether suffered by both Parties or by any third party.

19. Government Legislation

It is recognized by either of both Parties that the other Party's ability to carry out its obligations under this Agreement may be subject to the applicable Government licensing laws and regulation. Neither Party shall be held liable for any damages of any kind that may result from changes in Government legislation or policy or from the failure of the other Party to comply with the said licensing laws and regulations.

20. Independent Parties

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

21. Incorporation and Amendments

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

22. Notices

Notices herein shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given by a Party shall be in writing and in English and may be given by hand delivery, by overnight commercial courier delivery service or express mail, by fax, or by certified mail return receipt requested, and shall be deemed delivered on the date of hand delivery; the next business day after delivery to an overnight commercial courier service or to national postal service for express mail for delivery on the next business day; the date of transmission of the fax, if an electronic transmission report is obtained and retained, showing that all pages have been successfully transmitted; or 7 (seven) days after mailing by certified mail return receipt requested; addressed to the Party for whom it is intended, at the address as follows:

Company: Yevgenya Asiryan

Partner: Lasha Gogiberidze

If to Company:

Att: Yevgenya ASiryan
Address: Fransche Bloemweg 4, Curacao

If to Partner:

Att: Lasha Gogiberidze
Address: Abraham de Veerstraat 9

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

23. Assignment

Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's prior written consent.

24. Construction

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of prohibition or unenforceability without invalidating the remaining provisions hereof, and shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

25. Force Majeure

If a Party is prevented, hindered or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to Clause 11 have no liability in respect of the performance of such of its obligations as are prevented hindered or delayed by the Force Majeure during its continuation, and for a reasonable period thereafter.

The Party claiming to be prevented, hindered or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure shall use reasonable commercial endeavors to mitigate against the consequences of the Force Majeure event.

If a Party is prevented, hindered or delayed from performance of its obligations for a continuous period in excess of 3 (three) months, any Party may terminate this Agreement forthwith on service of written notice upon the Party so prevented, hindered or delayed, in which case no Party shall have any liability or obligation under this Agreement.

26. Counterparts

This Agreement has been duly executed in 2 (two) copies in English, one for each Party having the same force and effect. Signed scanned or electronic copy of this Agreement is considered legally binding and this Agreement may be executed in counterparts, and facsimile signatures are acceptable as original signatures, until original signatures are obtained.

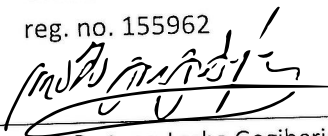
27. Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of Malta.

Any litigation in relation to the existence, validity, interpretation or termination of this Contract shall be subject to the exclusive jurisdiction of the Courts of Malta. Notwithstanding the above, in the event of any dispute, the Parties shall meet and seek an amicable resolution before resorting to any judicial process.

28. Requisites of the Parties

Company:
IT Management Santora B.V.
reg. no. 44578 

Partner:
Globis N.V.
reg. no. 155962 

Page 14 of 27

Address: Fransche Bloemweg 4, Curacao

For and on behalf of Company



Authorised Signatory
Name: Yevgenya Asiryan
Date: 18.12.2020

Address: Abraham de Veerstraat 9

For and on behalf of the Partner



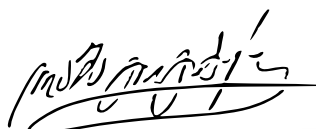
Authorised Signatory
Name: Lasha Gogiberidze
Date: 18.12.2020

Appendix 1 RESTRICTED TERRITORIES

The Partner undertakes not to offer, advertise, market and/or promote the Products and/or Platform to Registered Players in the following territories and the Registered Players from such territories will be blocked from the Websites by way of IP blocking technologies and by not allowing Registered Players from the same to register for an account:

- | | |
|-------------------------------|------------------------|
| • Afghanistan | • Malta |
| • Antigua and Barbuda | • Martinique |
| • Australia | • Mayotte |
| • Belgium | • Myanmar |
| • Bulgaria | • Netherlands |
| • Cayman Islands | • Netherlands Antilles |
| • Croatia | • North Korea |
| • Cuba | • Poland |
| • Cyprus | • Portugal |
| • Czech Republic | • Réunion |
| • Denmark | • Russia |
| • France | • Saudi Arabia |
| • French Guyana | • Serbia |
| • French Polynesia | • Singapore |
| • French Southern Territories | • Slovenia |
| • Guadeloupe | • South Africa |
| • Germany | • Spain |
| • Greece | • Sudan |
| • Hong Kong SAR | • Sweden |
| • Hungary | • Switzerland |
| • Iran | • Syria |
| • Iraq | • The Philippines |
| • Ireland | • Turkey |
| • Israel | • Uganda |
| • Italy | • United Kingdom |
| • Japan | • United States |
| • Kahnawake | • Vatican City |
| • Libya | • Yemen |
| • Macau | |

The Company may by notice add jurisdictions to or delete jurisdictions from this Appendix 1 of restricted territories in the event of any change in the relevant laws of such jurisdiction.

Appendix 3

Terms and Conditions – Data Protection and the General Data Protection Regulation

BACKGROUND

It is acknowledged by the parties that the GDPR came into force on 25 May 2018 (**GDPR Date**), being part-way through the term of the agreement.

The Parties agree to this Appendix 3 (with attached schedules) superseding, replacing or varying (as appropriate) all aspects of the agreement relating to data protection and other specific matters set out below with effect from the GDPR Date defined above.

DEFINITIONS

Company: means Globis N.V.

Controller: has the meaning set out in Article 4 of the GDPR.

Data Subject: an individual who is the subject of Personal Data.

GDPR: means the General Data Protection Regulation (EU) 2016/679.

Personal Data: has the meaning set out in Article 4 of the GDPR and relates only to personal data, or any part of such personal data, of which the Company is the Data Controller and in relation to which the Processor is providing services under this agreement.

Processing and process: have the meaning set out in Article 4 of the GDPR.

Processor: has the meaning set out in Article 4 of the GDPR.

Recipient: has the meaning set out in Article 4 of the GDPR.

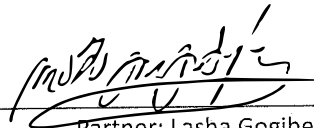
OPERATIVE CLAUSES

1. **Obligations of the Processor**
 - 1.1 The Company and the Processor (together referred to as the “Parties” or “Party”), acknowledge that for the purposes of the GDPR, Company is the Data Controller and **IT Management Santora B.V.** is the Processor of any Personal Data.
 - 1.2 The Processor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Schedule 1 of this Appendix 3 and in accordance with the Company’s instructions from time to time and shall not process the Personal Data for any other purpose. The Processor will keep a record of any processing of personal data it carries out on behalf of the Company.
 - 1.3 Both Parties shall comply with Article 5 of GDPR and agree that Personal Data shall be:
 - (a) processed lawfully, fairly and in a transparent manner in relation to individuals;
 - (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;

- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
 - (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals;
 - (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.
- 1.4 Both Parties shall promptly comply with any request to supply, amend, transfer or delete the Personal Data (and to procure that any Recipient also does so).
- 1.5 The Processor shall only collect Personal Data on behalf of the Company in the form and to the extent required by the Company and providing the data subject with a data protection notice informing the data subject of the identity of the Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair. The Processor shall not collect or modify or alter the required data in any way without the prior written consent of the Company.
- 1.6 If the Processor receives any complaint, notice or communication (including a notice of failure of an information security audit) which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the GDPR and the data protection principles set out therein, it shall immediately notify the Company and it shall provide the Company with full co-operation and assistance in relation to any such complaint, notice or communication.
- 1.7 At the Company's request, the Processor shall provide to the Company a copy of all Personal Data held by it in the format and on the media reasonably specified by the Company.
- 1.8 The Processor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Company.
- 1.9 The Processor shall promptly inform the Company if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Processor will restore such Personal Data at its own expense.
- 1.10 The Processor as expressly permitted in the Agreement, shall keep all data concerning the Company, Administrators and End-Users which is gathered or created in the course of the performance of this Agreement (Confidential Information) confidential and will not disclose the same to any third party.



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

1.11 The Processor may disclose Personal Data and Confidential Information in the following circumstances:

- Where the disclosure is to a professional advisor in circumstances where they owe a duty of confidence
- Where the disclosure is required in compliance with any statutory law

2. Processor's Obligations

2.1 The Processor shall ensure that access to the Company's Personal Data and Confidential Information is limited to:

- 2.1.1 those employees who need access to the Personal Data to meet the Processor's obligations under this Appendix 3;
- 2.1.2 To third party contractors where it is reasonably necessary or advantageous for the performance of this agreement, provided that any recipient shall be bound to keep such data confidential under equivalent terms to those contained in this Agreement and not to use it for any other purpose; and
- 2.1.3 in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

2.2 The Processor shall ensure that all of the parties listed above:

- 2.2.1 are informed of the confidential nature of the Personal Data;
- 2.2.2 have undertaken training in the laws relating to handling personal data; and
- 2.2.3 are aware both of the Processor's duties and their personal duties and obligations under such laws and this Appendix 3.

2.3 The Processor shall take reasonable steps to ensure the reliability of any of the Processor's employees, group companies and third parties who have access to the Personal Data.

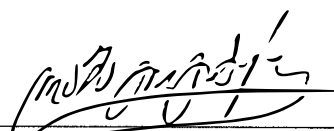
3. Rights of the Data Subject

- 3.1 The Company shall notify the Processor, within 2 working days, if it receives a request from a Data Subject for access to that person's Personal Data.
- 3.2 The Processor shall provide full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 3.3 The Processor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Company or as provided for in this Appendix 3.

4. Warranties

4.1 The Processor warrants that:

- 4.1.1 it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

- 4.1.2 it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure compliance with the sixth data protection principle including, but not limited to, the security measures set out in Schedule 2.
- 4.2 The Processor shall notify the Company immediately if it becomes aware of:
- 4.2.1 any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;
- 4.2.2 any advance in technology and methods of working which mean a revision of the security measures set out in Schedule 2.
5. **Appointment of subcontractors or third parties**
- 5.1 The Processor may authorise any third party or sub-contractor to process the Personal Data.
- 5.2 The Processor may only authorise a third party (**sub-contractor**) to process the Personal Data:
- 5.2.1 subject to the Company's prior written consent where the Processor has supplied the Company with full details of such sub-contractor;
- 5.2.2 provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Appendix 3; and
- 5.2.3 provided that the sub-contractor's contract terminates automatically on termination of this Appendix 3 for any reason.

For and on behalf of

IT Management Santora B.V.



SIGNED:

NAME: Yevgenya Asiryan

TITLE: Director

DATE: 18.12.2020



Company: Yevgenya Asiryan

For and on behalf of

Globis N.V.



SIGNED:

NAME: Lasha Gogiberidze

TITLE: Director

DATE: 18.12.2020



Partner: Lasha Gogiberidze

Schedule 2- Security measures

Database Security

The Processor's database uses Microsoft Dynamic Data Masking Protocol to mask the following columns:

- Birthday Date -(e.g. XX/XX/XXXX)
- Email address -(e.g. aXXXXXXXXXX@XXXX.com)
- Phone number -(e.g. +XXXXXXXXXX)
- Address – (e.g. XXXXXX XXXX XXXX)

The Database stores the Personal data only in a masked form.

The Unmasked Personal data may be available only to the "Spring" system and application.

The DPO will perform quarterly database audits for the processes of personal data masking.

Application Security

The Processor's application now has "View Client Contacts" permission, which allows to see the clients' personal data in the system.

This permission will be provided to users only after signing a Non-Disclosure Agreement.



Schedule 1 – Purposes for which the Processor may process the Personal Data – Definitions as per {insert applicable agreement} Agreement

1.1 Performing the Agreement

In terms of this Agreement, the Personal Data means the following information about the customer:

- Birthday Date
- Email address
- Phone number
- Address

1.2 To provide services to/from the Company

The Processor may process the Personal Data for the following purposes:

- Risk assessment and management
- Customer Relationship Management (CRM)
- Marketing

For Risk Assessment and Management the Processor will process the customer's personal data for customer verification and KYC processes.

For Customer Relationship Management the Processor will process the customer's personal data

For Marketing, the Processor will process the customer's personal data to understand their preferences, age group, etc...

Appendix 4 – Evolution Licensed Games

The Parties agree that the Company will charge and the Partner shall pay the bellow mentioned fees for the following licensed games of the Evolution product.

Licensed Game	Licensed Game Fee (calculated on a per Licensed Game basis)	Additional terms applicable for the license
High Stake Table	A fee of EUR forty cent (€0.40) per bet placed by a User on a High Stake Table	
Casino Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by Casino Hold'Em	
Dragonara Dual Play Roulette	Three percent (3%) percent of the Gross Gaming Revenues generated by Dragonara Dual Play Roulette	The service levels for the services provided under the Agreement (which are included as Schedule 1 to the Agreement) do not apply to Dragonara Dual Play Roulette
5+1	Three percent (3%) of the Gross Gaming Revenues generated by 5+1	
Speed Roulette	Zero percent (0%) of the Gross Gaming Revenues generated by Speed Roulette	<i>Usually offered at three percent (3%) of the Gross Gaming Revenues generated by Speed Roulette</i>
Dream Catcher (Money Wheel)	Zero percent (0%) of the Gross Gaming Revenues generated by Dream Catcher (Money Wheel)	<i>Usually offered at three percent (3%) of the Gross Gaming Revenues generated by Dream Catcher (Money Wheel)</i>
Lightning Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Roulette	
21+3	Three percent (3%) of the Gross Gaming Revenues generated by 21+3	
Perfect Pairs for Blackjack	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Blackjack	
Perfect Pairs for Baccarat	Three percent (3%) of the Gross Gaming Revenues generated by Perfect Pairs for Baccarat	
Caribbean Stud Poker	Three percent (3%) of the Gross Gaming Revenues generated by Caribbean Stud Poker	
Double Ball Roulette	Three percent (3%) of the Gross Gaming Revenues generated by Double Ball Roulette	
Ultimate/Extreme Texas Hold'Em®	Three percent (3%) of the Gross Gaming Revenues generated by Ultimate and Extreme Texas Hold'Em	License is subject to the conditions set out in Annex A.
Triple Card Poker/Three Card Poker®, with 6 card bonus	Three percent (3%) of the Gross Gaming Revenues generated by Three Card Poker, with 6 card bonus	License is subject to the conditions set out in Annex A.
Top Card/ Live Football Studio	a monthly fee of 0 EUR (€ 0)	Opening Times – 24h
Arabic Roulette		Opening Times – 24h
Turkish Roulette		Opening Times – 24h
Swedish Roulette		Opening Times – 12pm-4am
Danish Roulette		Opening Times – 4pm-4am
Blackjack Growth Package	A fee of EUR twelve cents (€0,12) per <i>main</i> bet placed by a User on any of the Blackjack Classic Tables	
2 Hand Casino Hold'Em	One percent (1%) of the Gross Gaming Revenues generated by 2 Hand Casino Hold'Em	
Sic Bo	No additional fee, i.e. the standard commission of the Gross Gaming Revenues as set out in the Agreement	

Side Bet City	No additional fee, i.e. the standard commission of the Gross Gaming Revenues as set out in the Agreement	
Lightning Dice	Three percent (3%) of the Gross Gaming Revenues generated by Lightning Dice	
Monopoly Live	Five percent (5%) of the Gross Gaming Revenues generated by Monopoly Live	License is subject to the conditions set out in Annex A and Annex B
Free Bet Blackjack®	Three percent (3%) of the Gross Gaming Revenues generated by Free Bet Blackjack®	License is subject to the conditions set out in Annex A
RnG Roulette	fifteen per cent (15%) of the Gross Gaming Revenues generated by the Partner from the relevant RNG Game	
RnG Blackjack		
RnG Dreamcatcher		
RnG Lightning Roulette		

ANNEX A

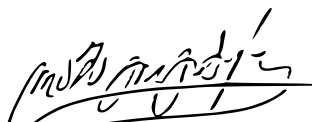
1. The license to Three Card Poker®, Ultimate Texas Hold'Em® and Free Bet Blackjack® excludes dedicated gaming devices (which shall be understood to mean mobile and portable devices provided by casinos to their customers solely to make wireless gaming available at such casino) in The Republic of Ireland, Northern Ireland, Wales, Scotland, England, the Channel Islands and the Isle of Man.
2. The license grants to the games owned or licensed by Scientific Games (Gibraltar) Limited excludes such jurisdictions as notified by Evolution from time to time (email sufficing).

ANNEX B

1. Paragraph 2 of Annex A above shall apply to the game Monopoly Live. In addition, the following jurisdictions are excluded from the license grant of Monopoly Live:
 - (a) Austria; and
 - (b) Germany (excluding Schleswig-Holstein).
2. The Partner undertakes to comply with such policies, procedures, guidelines and similar relating to the Right Holder's Intellectual Property Rights as provided by Evolution from time to time (email sufficing).



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

Appendix 6 to the Software License Agreement 20201218-001

Marketing and PR services

1. General conditions

The Company provides the Partner full package of Marketing and PR services for better promotion of the Products.

The package contains marketing and PR activities, which shall include:

- 1.1 Marketing offers for certain periods of time for the Partner;
- 1.2 Banner designing service;
- 1.3 Affiliates/Agents services detailed description offer with presentation;
- 1.4 Promo code/bonus creation services, including:
 - Free spins;
 - Direct Promo codes;
 - Cash-back;
- 1.5 Games releases' information;
- 1.6 Bonus games;
- 1.7 Jackpot offers: Sportsbook and Casino Suite;
- 1.8 Tournament creation;
- 1.9 Supporting materials/manuals for the Partner (tournament rules' descriptions, bonus rules, etc.);
- 1.10 Analytical reports on a monthly basis (all other types of reports and plans can be discussed additionally);

2. Financial

- 2.1 This full package of Marketing and PR services are not charged by the Company with any extra payments, but may include certain marketing budget, covered fully by the Partner. This budget is not covered by real money, but only by bonus points, promo codes, free-spins, extra games, etc. and cannot be more than EUR 1000 (one thousand) per month.
- 2.2 If the Partner wants to make cash prizes for its players, it should be discussed additionally with the Company.
- 2.3 In some cases, marketing budget of a certain promo-activities mentioned above may be covered fully or partially by the Company of the third party providers whose products are used for this promotion.
- 2.4 This type of marketing budget may be also increased by the Partner at any time by means of communication mentioned in the clause 3 of this Appendix to the Company, but not later than 2 days before the launch date of the promotion.

3. Relationship coordination

- 3.1 Each party shall appoint a specific representative dedicated to the co-ordination of the management and operation of the arrangements mentioned in this document. As at the Effective Date of this Appendix the representatives of each party are as follows:
- 3.2 Company's representative's details are as follows:

Name

Yaroslava Isaenko




Page 26 of 27

Appendix 5 – BetConstruct Live Dealer Casino Licensed Games

The Parties agree that the Company will charge and the Partner shall pay the bellow mentioned fees for the following licensed games of the BetConstruct Live Dealer Casino Product.

Licensed Game	Licensed Game Fee (calculated on a per Licensed Game basis)
CreedRoomz Branded Live Blackjack	An additional fee of EUR 0.07 (seven hundredths) per bet placed by a Registered Player on a CreedRoomz Branded Live Blackjack table.
CreedRoomz Branded Aurum Roulette	Additional three percent (3%) of the Gross Gaming Revenues generated by the CreedRoomz Branded Aurum Roulette.



Company: Yevgenya Asiryan



Partner: Lasha Gogiberidze

Email Address Yaroslava.isaenko@betconstruct.com

Partner's representative's details are as follows:

Name [insert name]

Title [insert role]

Email Address [insert email]

3.3 Either party may change its representative at any time by notice to the other party in writing.

4. Partner's consent

The Partner gives its consent and agrees that all of the marketing and promo-activity mentioned in this Appendix can be implemented by the Company on the Website and/or land-based betting shop of the Partner and no additional confirmation by Partner's side shall be needed in the future.

For and on behalf of Company

Authorised Signatory

Name: Yevgenya Asiryan

Date:

For and on behalf of the Partner



Authorised Signatory

Name: Lasha Gogiberidze

Date:

