
PLATFORM SERVICES AGREEMENT

- SPORTSBOOK AND CASINO -

This Agreement (including its schedules, appendixes and attachments) (hereafter the "**Agreement**") is made as of the 19th April 2023 (hereafter the "**Effective Date**"), and is entered into by and between:

- (a) **Global Software Solutions N.V.**, a limited liability company duly organized under the laws of Curacao, with registered address at Heelsumstraat 51, E-Commerce Park, Curacao, registered with the Curacao Chamber of Commerce and Industry under number 121022, represented hereon by eMoore N.V. as the Director; ("**Software Provider**"); and
- (b) **WDC International B. V.** a limited liability company duly organized under the laws of Curacao, with registered address at Scharlooweg 39, Willemstad, Curaçao and registered with the Curacao Chamber of Commerce and Industry under 162159 (0) (the "**Operator**").

1. Background:

- (a) Software Provider has developed and has the rights to license out the Software together with Partner Products to B2C ("Business to Consumer") operators.
- (b) Operator is an online casino and sportsbook, requiring use of the Software comprising Sportsbook and Casino products and ancillary services, as further set out in, and subject to the terms of, this Agreement;
- (c) Software Provider has agreed to provide the Operator with the Software and related Services subject to the terms of this Agreement. It is hereby understood and acknowledged that the Operator is not permitted to sub-license the Software to third parties (i.e. any parties which are not party to this Agreement), and that in the event that such license is required, the Software Provider shall apply for said approvals and processes shall be managed by the Parties on the terms set out in this Agreement; and
- (d) For the removal of doubt, no liability shall be incurred by the Software Provider where the Go Live Date for any Website is delayed due to non-completion by the Operator with the required due diligence information of the Software Provider and/or its Partners, including without limitation, where the provision of relevant gaming licenses is delayed for any reason.

2. Terms and Definitions

- (a) Certain capitalised terms used in this Agreement shall have the meaning assigned to them hereunder:

"Back-End Component" means that suite of support tools for the Platform, provided by Software Provider from time to time, which enable the Operator to provide trader management, web management, customer management and accounting management and which provide the Operator with access to reports and setup management as further described in Appendix A.

"Casino Games" and/or **"Virtual Games"** means games of chance where the outcome is determined by a random number generator.

"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" has the meaning given to it by Sections 450 and 451 of the Corporation Tax Act 2010.

"Costs" has the meaning set out in Article 12.

"Data Protection Authority" shall mean the relevant authority or commission which regulates the collection and/or processing of Personal Data.

"Data Protection Legislation" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data – General Data Protection Regulation (GDPR) or equivalent legislation transposed into national law and which the Operator is obliged to observe in compliance with the processing of End User Data and all Laws and instruments relating to the processing of personal data and privacy in any relevant jurisdiction as such laws, regulations and instruments may be amended or replaced from time to time.

"End-users" means users of the Operator's services that have fully accepted the terms of the Websites and that have the right to access and use the Software and may access and/or use the Services via the Websites.

"Excluded Person" means any person:

- (a) who is located outside of the Territory, and/or in any jurisdiction from which the Operator does not accept end-users from time to time, and/or in any jurisdiction where the use of the Services by the person is prohibited by Law;
- (b) who is prohibited from participating in remote gambling of the nature provided by the Operator by any government body or department in the jurisdiction in which the Operator is resident and/or who appears on any sanctions list; or
- (c) who is not over the age of 18 or (if older) any age at which it becomes lawful for such person to gamble in the jurisdiction where he or she is physically present.

"Excluded Territory" means (i) any territory on the FATF list of high risk jurisdictions or those under increased monitoring (ii) any country which is subject to any trade sanctions for financial transactions under US, UK, or EU laws; (iii) the United States of America, Israel, the Dutch Caribbean (Aruba, Bonaire, Curacao, Sint Maarten, Saba and Sint Eustatius), Turkey and (iv) any Regulated Market for which local licenses are not obtained or in force at the

relevant time of supply. All services which are provided by the Software Provider are being offered outside of Curacao to the Operator.

"Front-End Component" means that suite of support tools for the Platform, provided by Software Provider 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.

"Gaming Software Providers (GSPs)" means the providers of the respective Gaming Services as listed in appendixes "A – Products" and "B - Fees" and contracted by the Service Provider or its Group Companies, directly or indirectly, to deliver the Gaming Services.

"Go-Live Date" is the earlier of the date upon which the Platform is first made available by the Operator to its End Users in any relevant Territory in a commercial and revenue deriving environment;

"Group Company" means (a) any corporation or business entity of which at least 50% of 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).

"Intellectual Property Rights" means any registered and unregistered rights in inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain names, rights, mask work rights, database rights know-how and other trade secret rights, and all other proprietary rights, derivatives thereof, and all other intellectual property rights, in each case, whether registered or unregistered and including all rights to apply for and be granted, renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights of forms of protection which subsist or will subsist now or in the future in any part of the world.

"Laws" means any applicable law, statute, bye-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives, delegated or subordinate legislation and requirements and standards of all applicable gambling licence authorities, in each case in force, and as may be amended, from time to time.

"Monthly Fee" has the meaning set out in Appendix B.

"Operator" means Company names N.V or any approved assignees from time to time as mutually agreed in writing and subject to applicable licensing;

"Operator Materials": means all documents, information, content, data, materials and any other Materials relating to the Operator which are required by the Software Provider from time to time during the Term to provide the Services.

"Personal Data", "Processing" and "Data Processor" shall for the purpose of the Agreement have the same meaning as defined in the Data Protection Legislation.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise Processed.

"Partner" has the meaning set out in Article 5(a).

"Partner Product" has the meaning set out in Article 5(a).

"Platform" represents Software Provider's proprietary technology composed of the Back-End Components and Front-End Components and any other applications, whether developed or provided by the Software Provider or any other third party, which are or may be integrated with the gaming server that allows Operator to execute transactions and offer Products in accordance with the terms and conditions of the Agreement (as updated by the Software Provider from time to time in accordance herewith).

"Products" means the various games and underlying services for the specific game that are offered by the Software Provider on the Platform and as further set out in Appendixes A and B, including Casino Games, Virtual Games, Sports Betting, payment methods and gateways, affiliate system, data providers and any additional products as Software Provider may in its absolute discretion elect to offer on the Platform from time-to-time.

"Regulated Markets" means those markets and territories for which a local license is required to offer, market, or access gambling services under the mandatory supervision of a local governmental or regulatory authority;

"Sports Betting" shall comprise a set of products, including but not limited to pre-match betting and live betting, provided by Software Provider or Partner as detailed in Appendix A of the Agreement which enable End-users to place bets on live sports events.

"Services" has the meaning set out in Appendix A.

"Software" means the Products and Platform as, for the purpose of the Agreement, explained in more detail in Appendix A of the Agreement.

"Software Licence" means the non-exclusive, non-transferable, non-sub licensable, revocable right to use the Software in the Territory.

"Support Services" means the Software Provider's standard software support service that is provided by the Software Provider to the Operator which includes L1 Defects, L2 Defects, L3 Defects, and Custom Development (all as defined in Appendix C), as presently described in Appendix C to this Agreement and as may be updated by the Software Provider from time to time.

"Tax" means any 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) as set out at Clause 17;

"Territory" means Brazil, as well as any other markets which may be mutually agreed in writing from time to time, but always subject to the Excluded Territory;

"Websites" means the websites named in Appendix A to this Agreement.

- (b) References to statutory provisions are references to those provisions as amended, extended, consolidated, re-enacted, or replaced from time to time (except to the extent that any amendment enacted after the date of this agreement would increase or extend the liability of any party), and includes any subordinate legislation issued under it.
- (c) Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the contrary intention appears, words in the singular include the plural and vice versa; words importing the masculine gender include the feminine and neuter and vice versa; references to persons include bodies' corporate, unincorporated associations, partnerships or an authority.
- (e) Any phrase introduced by the term "included", "including", "in particular" or any similar expression will be construed as illustrative only and will not limit the sense of the words preceding that term.
- (f) This Agreement is binding on and will ensure for the benefit of the parties' successors in title and permitted assigns.

3. Subject Matter of the Agreement

- (a) The Software Licence and Support Services provided under this Agreement shall be referred to as the **"Services"** as defined in Appendix A. This Agreement sets out the rights and obligations of the Parties regarding the Software and the provisions of Services.
- (b) As of the Effective Date, the Parties agree that this Agreement will apply to the operation of the Websites in the Territory by the Operator only. Where any aspect of the Territory becomes a Regulated Market, and specifically where the Operator or Operator's Group company obtains a local license to operate in Brazil when this becomes available, the Parties shall agree an addendum with the relevant entity of Operator Group company which is the license holder for Brazil and the Parties shall in good faith jointly agree any additional items required for full compliance with applicable laws;
- (c) If the Operator wishes to receive the Services in respect of any other territory or any website which is not included in the Websites this shall be subject to a written addendum of the Parties and the entry into a separate agreement in respect of such other territory or territories or website (including any additional charges payable by the Operator to the Software Provider and/or any changes to this Agreement required by any territory-specific legal or regulatory requirements).

- (d) The Platform supports multiple languages. Partner Products (including odds feeds, live casino, Virtual Games, poker, e-sports and racing) vary in language and are subject to the availability of languages from the relevant Partner.

4. Grant of the Software Licence and Operator obligations

- (a) The Software Provider grants the Operator the Software Licence for the Term, for the purpose of enabling End-users who are physically located in the Territory to use and access the Software when present the Territory and the advertising, marketing and promotion of the Software to potential End-users in the Territory.
- (b) Except as otherwise provided in this Agreement, the Operator shall not be entitled to resell, sub-license, distribute or otherwise make available (whether in whole or in part) the Software, provided hereunder by the Software Provider, to the Operator's Group Companies and/or to any other third party, in each case, unless expressly agreed to between the Parties in writing.
- (c) For the purpose of the Agreement, the Operator shall receive the benefit of the Software Licence solely for the purpose of organizing its business activity and offering its products to End-users on the Websites of the Operator.
- (d) The Software Provider provides the Operator with a limited licence to use the Software as described in this Agreement. The Operator agrees that under the licence provided by this Agreement, the Software will be used solely for the organization and arrangement of lawful betting activities.
- (e) 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 End-users using the Software. To avoid doubt, it shall be clarified that the Software Provider is only the provider of the Software and Services, and is not an operator organizing or offering betting services or games of chance to End-users in any jurisdiction, nor does the Software Provider directly contract, or conclude any gambling agreements, with End-users. Operator shall be solely responsible for any and all acts or omissions that are contrary to Law in any jurisdiction that arise from the use of the Software and/or the provision of facilities for gambling to End-users in that jurisdiction. The Operator shall indemnify the Software Provider for any direct and effective losses or expenses they may incur as a consequence of the breach of this Clause.
- (f) The Operator agrees to notify the Software Provider within 15 (fifteen) days of becoming aware of any changes in legislation in the relevant jurisdictions regarding the gambling industry, calculation of tax, or any other relevant legislation which would have an effect on or be relevant to the functionality of the Software, the subject matter of this Agreement and/or the enforcement of this Agreement. The Operator shall indemnify the Software Provider from prosecution and/or damages incurred as a result of a change in legislation which the Operator failed to timely notify the Software Provider.

- (g) Operator shall make all reasonable efforts to prevent fraud and money laundering related directly or indirectly to the Software or Services or the use thereof. Upon reasonable suspicion of fraud or money laundering, Software Provider shall be entitled, at its sole discretion and without derogating from any of its other rights herein, to suspend any End-user from using the Software and cancel any bets, provided that Software Provider has provided Operator with a written notice regarding said suspicion, including the relevant circumstances and suspicions, and Operator did not take any reasonable steps to verify said suspicion within seven (7) days of the receipt of notice.
- (h) The Operator assumes full and sole responsibility for all money handling between End users and Operator, including but not limited to, deposits and withdrawals by End users, the payment of any refunds to End-users 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 Law. The Operator shall indemnify the Software Provider for any losses or expenses that may be incurred as a consequence of the breach of this Clause.
- (i) The Software Licence granted to Operator shall be effective for the Term of the Agreement.
- (j) The Operator is responsible (at its own expense) for marketing and promoting the Products to potential and existing End-users in the Territory in accordance with all Applicable Law. Operator shall use its best endeavours to actively and effectively advertise, market and promote the Products to potential and existing End-users in the Territory;
- (k) The Software Provider shall (in coordination with the Operator), ensure that the gambling regulatory authorities of the Territory, or any other third parties nominated by the competent regulatory authority, have access and the necessary privileges to the Software, in accordance with the applicable law in the Territory. This access is restricted specifically to data relating to the Operator and gambling activity in the Territory.

5. Third Party Providers

- (a) It is hereby acknowledged by the Operator that the Software may contain certain Products and other elements under license from, and subject to the terms of, third party providers including without limitation Casino, Virtual Sports, games providers, brands, game assets, data feeds, payment methods and gateways, affiliate system casino, data providers and any additional products (hereinafter: a "**Partner**") (including any warranties and/or exclusions or limitations on liability). As a result, the Software Licence (including the Products) is only provided to Operator subject to and in accordance with the terms and conditions prescribed to Software Provider by its Partners, as shall apply to both Software Provider and Operator from time to time (the "**Partner Products**"), and the Operator shall comply at all times in full with the terms and conditions of the Partner Products. The Operator shall indemnify the Software Provider and/or any Partner for any losses or expenses they may incur as a consequence of the breach of this Clause.

- (b) Software Provider shall not be responsible, or liable to the Operator for, the Partner Products and as result such Partner Products are provided by the Software Provider to the Operator on an "as is" basis (including specifically in respect of the nature and extent betting program provided by the relevant Partner). Operator acknowledges that it might be required to go through a prior due diligence process with the Partner and provide needed corporate documentations in order to make use of the Partner Products. The Partner may have the right, as part of their due diligence process, to reject Operator's application and not to grant it with access to the relevant Partner Product. The Software Provider 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 Product. Software Provider 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 Software Provider's rights in relation to any product, cease providing such product to Operator, upon service to Operator of as much prior notice as reasonably possible.
- (c) Operator acknowledges that the Partner Products are subject to specific additional costs as described in Appendix B – Fees, of this Agreement.
- (d) In the event the Operator violates their obligations under this Article 5, the Software Provider is entitled to suspend or cease providing the Services to the Operator and to terminate this Agreement immediately.

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the Gaming Services provided by each of the respective GSPs (and by Software Provider) to the Players can be temporarily disrupted. The Software Provider shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the minimum such disruption. The Software Provider acknowledges and accepts that neither they and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to the Operator for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions. Moreover, the Operator acknowledges that this Agreement is subject to the applicable Government licensing. Neither the Software Provider and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to the Operator or shall be held liable for any damages of any kind that may result from changes in Government legislation or policy.

- (e) The Software Provider shall further uphold service according to Appendix C - "Service Level Agreement"

6. Invoicing and Payment

- (a) The Operator is obligated to pay the fees for the Services in accordance with this Clause 6 and Appendix B – Fees.

- (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) The Operator shall pay all amounts due under this Agreement after receiving a corresponding invoice which the Software Provider will issue to the Operator: (i) in relation to the Set Up Fee, immediately following signature by the Parties of this Agreement; and (ii) in relation to all Monthly Fees and all Fixed Monthly Operational Costs during the first week of each month, for the previous month; and (iii) in relation to all other amounts payable under this Agreement, at the relevant time. Operator shall pay: (a) the invoice issued in relation to the Set Up Fee and any invoice(s) issued in relation to any additional development charges (as referred to in Appendix B) within seven (7) days of the date of the invoice; and (b) all other issued invoices no later than 14 (fourteen) days of the date of the invoice (hereinafter: "**Due Date**").
- (d) In case where the Operator does not initiate the payment of the invoice by the Due Date, the Software Provider shall be entitled to but not obliged to start charging interest on the outstanding amount at the rate of 5 (five) per cent per annum above the European Central Bank marginal lending facility rate in force for the time from the Due Date until the outstanding amount is paid.
- (e) 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 the Software Provider using an API from www.openexchangerates.org or any other provider used by the Software Provider from time to time at the available spot conversion rate on the date of the relevant invoice. The Software Provider shall, notwithstanding the foregoing and subject to the Operator sending exchange rates utilised in the relevant month to Software Provider by the last day of the calendar month, use reasonable endeavours to mitigate the impact of large currency fluctuations to the Operator.
- (f) Operator shall make all payments under this Agreement without withholding or deduction of, or in respect of, any Tax unless required by Law. If any such withholding or deduction is required, Operator shall, when making the payment to which the withholding or deduction relates, pay to Software Provider such additional amount as will ensure that Software Provider receives the same total amount that it would have received if no such withholding or deduction had been required.
- (g) All fees and other sums payable under this Agreement shall be paid to the bank account specified on the invoice issued. The Set Up Fee is non-refundable.
- (h) The Operator has five (5) days from the date of issuance of any invoice (other than the invoice in relation to the Set Up Fee in respect of which there shall be no dispute) to notify Software Provider in writing (by email to its account manager with a copy in each case to finance@sportingtech.com) that it disputes (acting always in good faith) any amounts charged to Operator under such invoice. In the absence of any such notification to Software Provider, the Operator shall be deemed to have agreed and

accepted the relevant invoice. Where Operator in good faith disputes an invoice in writing, then Software Provider 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 and in accordance with Article 6(c). Whereupon the Parties shall resolve such dispute pursuant to Article 17. Upon resolution of such dispute, where it is found that the Software Provider 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.

7. Intellectual Property and Marketing

- (a) The Parties agree that all Intellectual Property Rights in the Software (including any component, modification, extraction and development thereof), are and shall (as between Parties) remain the exclusive property of the Software Provider and/or Partner (as the case may be) and to the extent that such Intellectual Property Rights vest in Operator, Operator hereby assigns to the Software Provider (and/or Partner) by way of present assignment of such future rights with full title guarantee all such Intellectual Property Rights.
- (b) Save as explicitly provided herein, nothing in this Agreement or in the business relationship between the Parties shall constitute or be construed as a transfer or grant to the Operator of any property right (including Intellectual Property Rights), or any other right or interest in any information, data or work product made available by the Software Provider or any of its subsidiaries and Group Companies to the Operator under or in connection with this Agreement.
- (c) The Operator shall not (and shall procure that its directors, officers, employees, staff, other workers, consultants, Group Companies and the End-users do not) decode, reverse engineer, translate, disassemble, covert or decompile the Software or any part of the Software. In addition, the Operator must promptly advise the Software Provider of all cases of actual or potential infringement of the Intellectual Property Rights of the Software Provider, Partner or any of their subsidiaries, contractors and Group Companies that comes to the Operator's attention and shall render all assistance reasonably requested in connection with any action taken by Software Provider, Partner and their subsidiaries, contractors and Group Companies relating thereto. The control of such action, including the determination of whether to initiate action or to settle, shall be under the sole control of the Software Provider or Partner (as the case may be).
- (d) The parties acknowledge that the Operator is the owner of the Intellectual Property Rights in the Operator Materials. The Operator hereby grants a non-exclusive and royalty free licence to the Software Provider to use the Operator Materials (including the right for the Software Provider to use any of the Operator's registered trademarks, logos or other marks exclusively for the identification, promotion, marketing, and sales of the Software Provider's products). The Parties agree that this is a non-transferable right and they shall not assign or sublicense to third parties any rights relating to trademarks or trademark usage.

8. Security, ID Verification and Fraud

- (a) Security - The Operator will protect the Software 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. The Operator shall also 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.
- (b) ID Verification - It is understood and acknowledged by the parties hereto that the Operator shall be solely responsible for the handling and administration of their Players' Funds Account/s and handle all payments to and from the Player directly and shall at all times perform age and ID verification of the Player.
- (c) Fraud Control - It is understood and acknowledged by the parties hereto that the Operator shall be solely responsible for maintaining a strict fraud control to ensure that chargebacks, collusion and other fraudulent behaviour is minimized.
- (d) It is understood and acknowledged by the parties hereto that the Software Provider reserves the exclusive right to block or to suspend, either temporarily or permanently, any Player 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.

9. Source Code

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

10. State of Software

- (a) The Software is delivered in predetermined condition by the Software Provider on an "as is" basis and as further described in Appendix A and any standard specification documentation provided by the Software Provider during the Term from time to time).
- (b) The Software Provider will provide the Services to the Operator in accordance with all material respects of the Agreement (including the specification at Appendix A).
- (c) By signing the Agreement, the Operator confirms that it has undertaken all necessary due diligence in respect of the Software and that as a result, the Software meets its required specifications and requirements, and is adequate for the organization of its gaming activities.

11. Modification of Services and Platform

- (a) Software Provider reserves the right to modify the Platform and/or the Services (including releasing a new version of the Platform) at its sole discretion at any time (including to the extent the Software Provider considers necessary to comply with applicable Law and to correct software bug 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) Software Provider shall use reasonable endeavours to provide Operator with notice in advance of any material modifications being made but, in any event, Operator acknowledges and accepts that there may be a reasonable period of downtime during which any modifications are being made.

12. Due Care

- (a) The Operator shall:
 - (i) (when using the Software) show due care and shall not endanger the Software in any way or make any modifications to the Software;
 - (ii) use its best endeavours to actively and effectively advertise, market and promote the Software as widely as reasonably possible in the Territory in order to generate as many End-users as reasonably possible so as to maximise the benefit to the Software Provider provided that such efforts shall always be undertaken in compliance with Law;
 - (iii) be responsible for the operation of any of the Operator's Websites that makes use of the Software, including for maintaining any licences required by Law to do so;
 - (iv) registering, contracting with and managing End-users and their accounts including customer service, marketing and acquisition, fraud and risk and VIP management;
 - (v) ensuring each End-user is not an Excluded Person and undertaking all necessary checks on End-users in accordance with applicable Laws including any checks required pursuant to applicable anti-money laundering Laws;
 - (vi) be solely responsible for payment processing arrangements related to End-user deposits and withdrawals, the payment out of all amounts won by, or otherwise payable to End-users and the receipt of any funds from End-users;
 - (vii) provide all necessary and reasonable co-operation in a timely manner in relation to this Agreement; and all necessary access to information, in each case as is required by the Software Provider in order to provide the Services;
 - (viii) comply with all applicable Laws with respect to its activities under this Agreement;
 - (ix) obtain and maintain all necessary licences, consents, and permissions necessary to receive and use the Platform and the Services, which shall include compliance with all relevant third-party licence terms;
 - (x) be solely responsible for the accuracy, legality, currency and compliance of all matters relating to End-users (including ensuring that: (A) End-users are required to accept an appropriate set of terms, conditions and rules as a

condition to them opening an account with the Operator; (B) any terms and conditions and/or rules that any Partner requires the Operator to implement are implemented effectively and accepted by End-users and any terms and conditions and/or rules made available to End-users are consistent with any terms and conditions and/or rules required to be implemented by the Software Provider and any Partner; (C) End-users agree to a suitable end-user license agreement as part of any registration or sign-up process; and (D) End-users are provided with a suitable privacy notice which provides for the Processing of data by the Software Provider pursuant to this Agreement). Operator shall be solely liable for false, misleading, inaccurate, illegal, or infringing information provided to End-users;

- (xi) be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Operator's network connections or telecommunications links or caused by the internet; and
 - (xii) remain responsible for the use of the Platform and the Services, by any of the Operator's personnel, any person to whom the Operator has given access to the same; and any person who gains access as a result of the Operator's failure to use security precautions, even if such use was not authorised by the Operator.
- (b) Except as otherwise provided in the Agreement, the Operator shall be prohibited from and will not authorize any other third party, including but not limited to any employee, officer, agent, representative, Group Company or End-user to:
- (i) Reverse engineer, decompile, or disassemble the Software or attempt to do the same;
 - (ii) Make use of the Software source code should it become aware of the same or disclose it to any party;
 - (iii) Distribute, sell, lease, assign, transfer, exchange, trade, rent, publish, make available or sublicense the Software or any part thereof including copies thereof to any other person (other than to the End-users in the manner contemplated by this Agreement);
 - (iv) Use the Software for any part thereof for any purpose other than agreed in this Agreement;
 - (v) Copy, modify or adapt the Software or any part thereof except as specifically permitted in writing by the Software Provider;
 - (vi) Translate, reverse engineer, decompile, disassemble, create derivative work or develop any system or program based in any manner on the Software or any part thereof;
 - (vii) Include, integrate or import into the Software any code, technology, applications or functionalities in relation to the Software, without prior written approval of the Software Provider.
- (c) The Software Provider shall not be liable for any liabilities, actions, demands, proceedings, losses, damages, or costs (including settlement costs and reasonable attorney's fees) (collectively "**Costs**") caused to, or suffered by, the Operator or the third parties, resulting from a failure by the Operator to perform its obligations under this Agreement (including specifically sub articles (a) and (b) of this Article above).

13. Warranty and Liability

- (a) Except as otherwise provided in the Agreement, the Software Provider does not make or give, nor has any servant or agent, subcontractor or auxiliary of the Software Provider the authority to (neither expressly nor implied) make or give, any representation, warranty or undertaking in relation to the Software and Services, including as to their accuracy, completeness, reliability, timeliness, or quality of the Software and Services 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, in respect of any and all of the Software Provider's obligations under this Agreement. In particular, the Operator agrees and acknowledges that the Services and Software are provided "as is".

- (b) Subject to (d) below, to the fullest extent permitted by law, neither the Software Provider, nor any of its Group Companies, third party providers, nor the Software Provider's software or data providers, agents, subcontractors, Partners or auxiliaries shall be liable to the Operator, End-users of Operator and/or Group Companies of the Operator and vice versa for any:
 - (i) (whether direct or indirect) loss of profits, business, revenue or turnover;
 - (ii) (whether direct or indirect) loss of use or corruption of data or information;
 - (iii) (whether direct or indirect) loss of business, business opportunities, goodwill, anticipated savings or wasted expenditure, including management time or reputation; or
 - (iv) for any indirect or consequential damages or loss or special damages,

- (c) The Software Provider hereby disclaims liability with respect to (i) – (v) below in all cases arising under or in connection with this Agreement (including in respect of the Software and Services as specified in this Agreement (in each case whether arising from negligence, breach of contract, equity, statute, tort or otherwise)) even if the Software Provider has been notified of the possibility of that damage or loss, including:
 - (i) any loss or damage resulting from claims brought by any End-users of the Operator;
 - (ii) any failure by the Platform or the Services to comply with the Laws in any Territory, any licence, consent or permit held by the Operator and/or the requirements of any applicable regulatory or governmental body, when this failure did not result from any Software Provider's breach or failure to comply with any legal and/or contractual obligations;
 - (iii) any act or omission taken at the Operator's direction;
 - (iv) any distributed denial of service attack; or
 - (v) any transition by the Operator to any replacement supplier (being a supplier of any platform and/or services that are identical or substantially similar to the Platform and/or any of the Services).

- (d) Subject to Articles 13(a), (b) and (c), each of the Parties' total aggregate liability arising under or in connection with this Agreement (whether in contract, tort, under any indemnity or otherwise) shall in no event exceed amount of 50.000,00 EUR (fifty thousand euros).
- (e) Nothing in this Agreement shall exclude or limit either party's liability for:
 - (i) death or personal injury caused by its (or its agent's or sub-contractor's) negligence;
 - (ii) wilful misconduct or gross negligence;
 - (iii) for fraud or fraudulent misrepresentation;

14. Indemnification

Subject to any exclusions or limitations of liability set out in Clauses 12 and 13, each Party agrees to indemnify, defend, and hold the other Party harmless from and against all Costs arising out of or in connection with the defaulting Party's activities under, or breach of, this Agreement.

The Operator also agrees to indemnify, defend, and hold the Software Provider harmless from and against all Costs arising out of or in connection with (i) the Operator's operation of or unauthorised access to any account, (ii) the Operator's operation, sale, or distribution of any Partner Product or breach of the terms agreed with any Partner Product; or (iii) the Operator's breach of any Applicable Law including without limitation use of the Software outside the Territories and/or provision of the Products to End-users outside the Territories, non-payment of taxes in the Territory, in each case, regardless of whether such Costs are incurred by the Software Provider or its Group Companies due to a third party claim.

The Operator's liability for indemnity under the provisions of this Clause 14 shall not be limited.

15. 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) Group Companies and subcontractors as well as auxiliaries of the Software Provider are not considered as third parties under sub article (a) of this Article.
- (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 End-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 End-users.
- (f) In any event, the commitment to confidentiality shall remain beyond the Term for a period of 3 (three) years.
- (g) The obligations of confidentiality in this Article 14 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.

16. Data Protection

- (a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation. As a result, Software Provider shall Process the Personal Data of any End-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 End-users and, if required, from the applicable Data Protection Authority in order to enable Software Provider to lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Operator's behalf.
- (b) Software Provider shall, if applicable, perform Processing of Personal Data of an Enduser as a Data Processor to the Operator in accordance with this section, which shall be deemed a personal data processing agreement between the Parties.
- (c) Software Provider undertakes, as Data Processor, to only Process End-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**”).

- (d) In the event that Software Provider receives instructions that it deems are beyond the Processing Instructions or contrary to its obligations under any applicable Data Protection Legislation, Software Provider shall, without delay, notify the Operator of its position.
- (e) Subject to the Software Provider's own obligations to comply with Law: in the event that the relevant data protection authorities' requests information from Software Provider concerning the processing of Personal Data of an End-user on behalf of the Operator, Software Provider shall refer such request to Operator first.
- (f) Software Provider may not disclose End-user Personal Data other than as may be required by law. To the extent permitted by applicable laws, Software Provider shall notify the Operator promptly where it has been requested by law or legal authority to disclose information with respect to End-user Personal Data.
- (g) Software Provider ensures that its personnel who has access or Processes End-users Personal Data is subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- (h) In the event that the Operator receives a request from an End-user to exercise any of their rights as data subject provided by the Data Protection Legislation and requires assistance from the Software Provider in order to deal with such request, the Software Provider undertakes to reasonably cooperate to provide the information so requested.
- (i) Software Provider shall notify the Operator without undue delay upon becoming aware of a Personal Data Breach affecting End-users Personal Data, providing the Operator with sufficient information to allow the Operator to meet any legal obligations and shall thereafter take or adopt adequate measure to safeguard End-users Personal Data. The Software Provider shall reasonably co-operate with the Operator to assist in the investigation, mitigation and remediation of such Personal Data Breach.
- (a) Unless the Operator's Processing Instructions result from a legal obligation applicable also to the Software Provider, if the Operator's Processing Instructions conflict with any part of this Agreement and such requirements mean that Software Provider will incur further costs, Parties shall agree on the distribution 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.
- (j) Once Software Provider's processing of the End-user Personal Data shall cease, Software Provider shall delete to the extent permitted under applicable law all End-user Personal Data stored by Software Provider to the Operator.
- (k) 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 End-users managed through the Operator.

- (l) The Operator authorises Software Provider 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, subject to the Software Provider providing, on written request therefor, any and all information that the Operator may need in order to comply with its reporting and other obligations under the law of Angola.

17. Term and Termination

- (a) This Agreement shall continue in force unless terminated in accordance with its terms, for five (5) years beginning as of the Effective Date ("**Initial Term**"). On expiration of the Initial Term and where neither party has notified the other of its intention to terminate at least 6 months in advance of the date of expiry of the Initial Term, the Agreement shall automatically renew for further periods of 12 months (each a "**Renewal Term**"), unless either Party serves not less than 6 months' written notice to terminate on the expiry date of the applicable Renewal Term.
- (b) Notwithstanding the right of the Software Provider to receive the Minimum Monthly Commitment pursuant to paragraph 1.3 of Appendix B, the Software Provider reserves the right to terminate this Agreement with immediate effect if the Monthly Fee is less than the amount of EUR 15,000.00 (fifteen thousand) for 3 (three) consecutive months. The foregoing right shall not be exercised by the Software Provider for the first 6 months from the Effective Date of this Agreement which shall be a grace period to permit the Operator to ramp up its operations.
- (c) Either Party may terminate this Agreement upon notice at any time during the term of this Agreement if:
 - (i) the other Party has committed a material breach of this Agreement which is incapable of remedy;
 - (ii) the other Party has committed a material breach of this Agreement, which is capable of remedy and which that defaulting party has not remedied within fifteen (15) days of receipt of written notification of such breach or other default from the other Party; and/or
 - (iii) the other Party ceases or threatens to cease to carry on its business or any material part thereof; or the defaulting party voluntarily or involuntarily suspends or discontinues its business, liquidates or sells its assets or a substantial part thereof, makes an assignment for the benefit of its creditors, becomes, or admits in writing that it is unable to pay its debts as they mature or becomes insolvent; or any bankruptcy, reorganisation, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors are instituted by or against the defaulting party; or a receiver, liquidator or other third party is appointed over the defaulting party's assets or business; or winding-up, dissolution or liquidation (judicial or non-judicial) proceedings are initiated or considered by the other Party.
- (d) Software Provider may either suspend or terminate this Agreement immediately upon written notice to Operator if:

- (i) Operator fails to pay any amounts within 30 days of such amounts becoming due;
 - (ii) in the Software Provider's opinion, the Law prohibits Software Provider from continuing to provide all or part of the Software or Services (in whole or in part);
 - (iii) Operator fails to provide the Products to End-users within 60 days of the GoLive Date;
 - (iv) in the Software Provider's opinion, the Law requires it and/or the Operator to obtain a licence, permit or consent that it does not already hold and that it does not obtain within legal time frames set out in the law, in such case however, the Software Provider shall only be permitted to terminate supply to the specific markets for which either party does not hold the necessary permits and consents;
 - (v) the Operator undergoes a change of Control, in which case it shall notify the Software Provider in writing in advance of the change of Control taking place including details of the change of Control and the new owner(s); the foregoing shall only be a right of termination to the Software Provider where the new owner (s) are direct or indirect competitors of the Software Provider, in its sole opinion, acting reasonably.
 - (vi) the Operator has used the Software to provide services or products to persons in an Excluded Territory; and/or
 - (vii) the Operator ceases to hold any licence, permit or consent necessary for the provision of the Products to persons in any Territory and/or if any such licence, permit or consent expires or is revoked or suspended or otherwise becomes invalid and/or if the Operator otherwise loses its right to continue to offer the Products to persons in any Territory.
- (e) Upon the expiration or termination (in whole or in part) of this Agreement for any reason:
- (i) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry, shall not be affected;
 - (ii) the Operator shall immediately pay to the Software Provider all of the Software Provider's outstanding unpaid invoices and interest under the Agreement (as applicable) and, in respect of any Services supplied under the Agreement, or yet to be supplied under the Agreement up until the date on which the Agreement terminates, but for which no invoice has been submitted, the Software Provider may submit an invoice, which shall be payable immediately by the Operator on receipt; For clarity, Operator's obligations to pay under this Article also includes an obligation to pay any balance due under or in connection with any other contracts entered into by the Software Provider and/or the Operator with any third-party resellers (including Partners) for the period up until the date on which the Agreement terminates;
 - (iii) all licences granted under this Agreement including the Software Licence shall immediately terminate;

- (iv) the Operator shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to Software Provider; and
 - (v) Software Provider shall transfer the End-user database to the Operator.
- (f) In the event that this Agreement is only partially terminated in relation to a particular Territory and/or Website, Article 17(e)(i)-(v) shall apply in relation to such Territory and/or Website only.
- (g) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18. Dispute resolution and applicable law

- (a) This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales.
- (b) Any dispute arising out of or in connection with this Agreement which has not been resolved first in accordance with Section (d) below, shall be referred to and finally resolved by arbitration under the LCIA Rules: (i) the number of arbitrators shall be three with each Party appointing one arbitrator and the parties jointly selecting the third presiding arbitrator. If the parties fail to agree on the third presiding arbitrator within four (4) weeks of either party giving notice to the other as regards such appointment, then the LCIA will appoint the third presiding arbitrator; (ii) the seat of arbitration shall be London, England; (iii) the language to be used in the arbitral proceedings shall be English; (iv) the arbitration costs shall be shared equally between the Operator and the Software Provider unless the arbitrator has decided otherwise; and (v) the arbitration shall be governed by the provisions of the Arbitration Act 1996.
- (c) Nothing in this Article 18 shall prevent either Party from applying to the courts of any relevant jurisdiction for injunctive or other interim relief at any time.
- (d) Any dispute which arises between the Parties concerning this Agreement shall initially be referred to a director of each of the parties who shall negotiate in good faith in an attempt to resolve the dispute as speedily as possible. In the event that the dispute relates to a disputed invoice under Clause 6 (g), the Parties agree that if the directors of each of the Parties cannot resolve the dispute in accordance with this Article 18, then such dispute shall be referred to an independent firm of chartered accountants appointed under this Article ("Expert") for determination. For these purposes, the Parties will use reasonable endeavours to agree the identity of the Expert and terms of engagement complying with this Agreement with that person by no later than the date 15 days after either Party first requests the other to approve a named firm for the purpose and provides draft terms of engagement of that firm. If terms of engagement have not been signed by or on behalf of that firm, the Parties by that date, either the Software Provider or the Operator may apply to have the Expert chosen by the President of the Institute of Chartered Accountants in England and Wales. The Parties will cooperate in good faith to agree terms of engagement complying with this agreement with the firm chosen (Terms) by no later than 15 days after the date on

which the terms of engagement of the firm chosen by the President are received by both of them. Neither will unreasonably withhold consent to the terms of engagement of the firm chosen. The Expert appointed under this Clause 18(e) shall act on the following basis:

- (i) the Expert shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- (ii) the Expert's determination shall (in the absence of manifest error by the Expert) be final and binding on the parties and the Expert will not be required to give reasons for his decision;
- (iii) the Expert shall decide the procedure to be followed in the determination and shall be requested to make its determination in writing within thirty (30) days after his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide such documentation as the Expert shall require for the purposes of the determination;
- (iv) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within thirty (30) days of the Expert's determination being notified to the parties;
- (v) the process shall be conducted in private and shall be confidential; and
- (vi) the Expert shall determine how and by whom the costs of the determination, including the fees and expenses of the Expert, are to be paid.

19. Force Majeure

- (a) Neither Party will be liable to the other Party for its inability or failure to perform, or delay in performing, any of its obligations under this Agreement where delayed or hindered by reason of any occurrence or contingency beyond its reasonable control, including Acts of God, war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike interruption of or delay in transportation, technology or telecommunication service power supply necessary for the provision of the Software (including games or platform) but excluding any change in the legislation or other requirements of the government of the responsible party's applicable gaming jurisdiction (hereafter referred to as "**Force Majeure Event**").
- (b) If a Force Majeure Event occurs, then the Party affected must promptly notify the other Party of the nature and likely duration (if known) of the Force Majeure Event and take all reasonable steps to reduce the effect of the Force Majeure Event.
- (c) The Party affected by the Force Majeure Event must notify the other Party as soon as possible when its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event.

20. Non-Solicitation

- (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.

21. Conclusion

(a) Anti- Money Laundering and Legal Compliance

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 End-users is the Operator's sole responsibility.

(b) Entire Agreement

- (i) 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.
- (ii) 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.
- (iii) Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

(c) Amendment or Modification

Excluding any document which the Software Provider 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.

(d) Assignment

- (i) Operator will not assign, transfer, dispose or otherwise deal in any way with its rights, benefits or obligations with respect thereto without obtaining Software Provider's prior written consent, however Software Provider 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.
- (ii) Notwithstanding the foregoing, the Parties have agreed and discussed that the Operator may, on the obtainment of a license to operate in the Isle of Man, be permitted to assign this Agreement over to an Isle of Man entity on prior notice and on completion of due diligence requirements for the Software Provider and Partners so as to ensure services are not interrupted.
- (iii) The Parties acknowledge and agree that the Software Provider will be subcontracting and delegating some of its obligations under this Agreement to third party subcontractors and service providers.

(e) Authorization to Contract

Each Party represents and warrants to the other Party that (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated, (b) it has full power and authority to enter into and perform this Agreement, and (c) this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, enforceable against it in accordance with its terms.

(f) Notices

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid air courier, sent by recorded mail to the Party at the address set out above or sent by email to the address specified below: (or such other address as either Party may have notified in writing to the other Party beforehand):

Operator: Mr João Vitor / betandoofficial@gmail.com (Attn: Operational)

Software Provider: compliance@sportingtech.com with a copy to Maria Bon EM Group maria.bon@the-emgroup.com for E Moore N.V (Director)

(g) Severability/Waiver

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.

(h) No Agency

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).

(i) Renegotiation

Parties reserve the right to renegotiate terms of this Agreement, and the Software Provider specifically reserves the right to increase the fees set out at Annex B due to relevant increases charged to the Software Provider by its Partners. The Software Provider shall notify any changes upon providing not less than sixty (60) days notice prior to any change coming into effect, and may not increase fees more than once each twelve (12) month anniversary from the Effective Date.

(j) Damages for Early/Illegal Termination

It is hereby understood and agreed that the Software Provider has incurred a number of expenses and costs with respect to the proposed performance of this Agreement over the course of its duration, and has based its fees on the basis that the Agreement shall be duly and punctually performed by both Parties. Without limiting its other rights and remedies at law, if the Operator improperly terminates this contract i.e. for any reason other than one which is permitted under its terms during the Term or before the Go Live Date, the Software Provider is entitled to damages for loss caused by the Operator's non-performance of its contractual obligations which the parties hereby agree shall be the balance of payments due as minimum monthly guarantees and fixed costs until the end of the relevant Term had the contract not been improperly terminated, whether termination is made de facto due to non-performance or otherwise by written notice. The Software Provider is entitled to receive such a sum of money by way of damages as will, so far as possible, put him in the same position as if the contract had been performed and/or to compensate for work performed in anticipation of the performance of the contractual terms. The foregoing shall not apply where any termination is properly made due to a material breach by the Software Provider of its obligations hereunder.

(k) Counterparts

- (i) This Agreement may be executed in any number of counterparts, and by the parties as separate counterparts, but will not be effective until each party has executed at least one counterpart.
- (ii) Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.
- (iii) This Agreement shall also be valid if executed as a scanned copy or otherwise by Docusign.

(l) Third Party Rights

Except to the extent expressly stated otherwise in this Agreement, a person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. Appendices
- A. Products

B. Fees

C. Service Level Agreement

23. Signatures

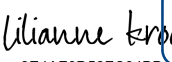
Date: 17th April 2023

Date: 17th April 2023

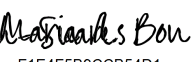
Software Provider:

Operator/WDC International B. V :

DocuSigned by:

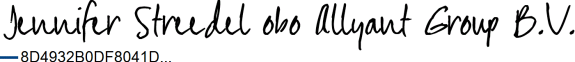

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Director, E Moore NV
Represented by Maria Bon & Lilian Suarez Kroon
Proxy holders for E Moore NV

DocuSigned by:


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Director, Allyant Group B.V
Represented here on by Jennifer Streedel as
Proxy Holder

Appendix A – PRODUCTS

PRODUCTS		
Software Provider Products		
Platform		- Sportsbook and Casino Services
	Front-End Components	- Operating Desktop and Mobile Websites - Back-Office Application - Sportsbook Visualizations - Promotional Widgets and Banners
	Back-End Components	- Back-Office Tools - Application Programming Interface (API) - Wallet and User Management - Platform/Betting/Gaming/Backup Servers - Databases - Custom Plugins - Risk Management
	Territories	Brazil
	Websites	www.betando.com
Partner Products		
Product	Partner	Content
Casino Games	Set out in Appendix B	
Virtual Games	Set out in Annex B	
Lottery Games	Not Applicable	
Sports Betting	Sportradar Data	

Appendix B – FEES

1. Set-up Fees

- a) The Operator shall pay a non-refundable fee to the Software Provider for the setup of the Software and the Service on a per URL basis (the "Set Up Fee") which is payable on the signature of this Agreement in accordance with Clause 6 of the Agreement and this Appendix B. Any fees for Additional Skins/Websites (or for the same website to be customised for Regulated markets) will be charged at Project Kick-Off.

Product / Module	Set-up Fee	Comments
Standard sports betting solution including live betting (In-Play) and Pre match – Online, & Mobile	€ 30,000	Provision of one skin for Brazil
Additional Skins (subject to requirements to be scoped out at the relevant time)	€ 15,000	Subject to Requirements
Additional Elements and Customisations including Regulated Markets, PSP's, Affiliate and CRM software where applicable.	TBD	Will be priced separately by the Software Provider upon understanding of the exact requirements
TOTAL	€ 30,000	

- b) The Set-Up Fee is calculated based on an "AS IS" product. In the event that the Operator requests any Custom Development (as defined in Appendix C) which extend beyond non-material changes to the colour, font and logos used in the presentation of the Platform and/or is not otherwise included specifically in the scope of this Agreement or otherwise agreed between the Parties in written form (including (without limitation) any changes required to be made to the Software to comply with applicable Law), an additional charge in the amount of €800 per each day of development shall be payable by the Operator to Software Provider. If the additional development charges have been calculated by Software Provider at the time the invoice in relation to the Set-Up Fee is issued, the additional development charges shall be added to the Set Up Fee. In all other cases, invoices for Custom Development shall be raised once applicable amounts have been properly determined. In each case, charges for Custom Development shall be paid in accordance with Clause 6. The Software Provider reserves the right at any time to counter any request for Custom Development, customization or further development services with a proposal, require the Operator to enter into a separate written agreement setting out the terms on which the Custom Development or other customization or further development services will be provided and/or refuse the request at its sole discretion including if it Software Provider considers the day rate specified above to be insufficient.
- c) Operator shall be solely liable to pay to Software Provider an amount equal to any costs and expenses incurred by Software Provider in connection with any change to the Services required to comply with applicable Law and/or its application for and/or acquisition of any licence, permit or consent, required in order to comply with applicable Law in connection with the provision of the Services to the Operator including (without limitation) any application fees and/or certification and/or testing costs and shall reimburse Software Provider for all such costs and expenses on receipt from Software Provider of an invoice in accordance with Clause 6 hereof.

2. Monthly Fees.

- a) In consideration for the Services provided and license granted to Operator under this Agreement the Operator shall pay to Software Provider a revenue share based on GGR derived from Sports Betting products to be calculated as set out below, paid in accordance with Clause 6 of this Agreement.
- b) Fees may be revised by the Software Provider no more than once in each twelve (12) month period where Partner Products have been subjected to an increase by the relevant Partner. Any such increase shall be agreed by the Operator who shall have sixty (60) days to accept the increase in fees for a relevant product or to otherwise discontinue use of the relevant product.
- c) Definitions

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.

GGR or **Gross Gaming Revenue** in each month means the total amount wagered by End Users in the relevant month, minus Winnings.

Revenue Share or **RVS** shall refer to the amount of revenue generated from a particular product, calculated on the basis of GGR unless otherwise specified;

Winnings in each month means an amount equal to the profit of all End-Users' from winning wagers.

c) Sports Betting

- i) Each month, Operator shall pay to the Software Provider an amount equal to the GGR generated from each Website as set out below which shall apply according to each tier of GGR achieved:

Sports Betting (GGR in €'s)	RVS to the Software Supplier
€0 – €500,001	15%
€ 500,001 - €1,000,000	14%
€ 1,000,001 – €2,000,000	13%
€2,000,000 +	12%

- ii) Any Bonus Costs incurred will be borne directly by the Operator.

iii) 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.

iv) GGR may not be aggregated across the various Websites. It may also not be aggregated across various third-party suppliers and/or products (example: live casino products with casino games).

d) Casino

1x 2 Gaming	16%
2x 2 Gaming	16%
Ainsworth*	16%
All41*	16%
Big Time Gaming*	16%
Belatra (via WAC)	17%
BetGames	17%
Booming Games	12%
Concept Gaming (WAC)	17%
Crazy Tooth*	16%
Electric Elephant*	16%
Endorphina	16%
ESA Gaming	16%
Espresso Games	13%
Evolution RNG	15%
EvoPlay Entertainment (WAC)	18%
Ezugi	14%
Fazi	16%
FBM Gaming	16%
Fortune Factory Studios	16%
Foxium*	15% (Premium 17%)
Gameart	16%
GameBurger*	12%
Genesis Gaming*	16%
Hacksaw Gaming	15%
Iron Dog Studio	16%
KA Gaming (WAC)	18%
JFTW*	16%
Leap Gaming*	16%
LightningBox*	16%
iSoftBet*	15% (Premium 17%)
MicroGaming*	15% (Premium 17%)
Neon Valley*	16%
NetEnt	15% (Premium 19%)
Old Skool Studios *	16%

Ortiz Gaming (WAC)	18%
PG Soft	13%
PariPlay	12% (Premium 13%)
Platipus	16%
Playson	9%
Pragmatic Play	16%
Pulse8*	16%
Rabcat*	16%
Real Dealer*	14%
Red Rake Gaming	15%
Red Tiger	15% (Premium 19%)
Slingshot Studios	16%
Spade Gaming	14%
Spinomenal	12%
Spride	16%
StormCarft Studios*	16%
Switch Studios *	16%
Tripe Edge Studios*	16%
Tom Horn Gaming	16%
VibraGaming	12%
WAC	17%
Wazdan (WAC)	18%

Live Casino Games	
Evolution Gaming	18%
Live Games	18% + jackpot contribution
Ezugi	14% (extra fees on certain premium games)
Pragmatic Play	16%
Vivo Gaming	12%
Xpro Gaming	12%

*excluding premium or branded content.

Where the Operator contracts directly with the third-party content providers, a fee of five percent (5%) of GGR generated by that Partner or third party content shall be payable by the Operator as a Platform Fee for the cost of maintaining the integration, support and maintenance of the Platform as a delivery channel.

3. Minimum Monthly Commitment For Sports.

- a) Regardless of the monthly generated Sports GGR, if in any calendar month, the Monthly Fees calculated for such month from a relevant Website, excluding amounts derived from Premium Cricket and/or Player Markets, results in a sum less than as specified in the table below being payable to Software Provider, for that calendar month the Monthly Fees shall be deemed to be the following amounts and the Operator shall pay the amounts specified in the table below:

	Period from Go-Live	Minimum Monthly Commitment - Per Website Basis - Medium Package** - Sportradar Data
1	Month 0 – Month 6	€ 15,000
2	Month 7 – Month 12	€ 20,000
3	Month 13 onwards	€ 25,000
-	Premium Cricket Products	€ 7,000
-	Player Markets	€ 2,500

**The Package includes up to 15,000 Live Odds Professional Package including E-Leagues but excludes player markets and premium cricket products which if are subject to additional charges if required.

Premium Cricket and/or Player Markers are charged separately on the basis of the above fixed fees.

The Operator shall be liable to pay the Minimum Monthly Commitment as from the Go-Live Date of each relevant Website. If a Launch Date occurs during a particular month, then that month in which Go Live Date occurred shall be considered as the relevant Month 1, and monthly commitments shall be payable pro rata to the remaining days of the month.

The above minimums exclude any and all GGR derived from any additional products. The fees for such products are set out at Clause 4 below.

4. Fixed Monthly Operational Costs, Additional Products

- a) Operator shall pay the following fixed operational costs to the Software Provider on a monthly basis commencing on the Go-Live Date for each Website:

Service	Monthly Fees on a Per Website/URL Basis	Comments
IT, hosting, bandwidth and server maintenance	€ 1,000	***Up to 10,000 active players only. Any increase in the amount of active players exceeding the foregoing shall be priced on a cost basis.
Layer 3 – DDoS protection	€ 1,000	
Goldenrace Virtual Sports	18 % of GGR	
Betradar Virtual	18 % of GGR	
Live ScoreBoards (Match Trackers)	€3,000	Up to five (5) sports
Statistics Centre	€ 500	

BetBuilder	25 % GGR	Sportcast
BetAssist	€ 2, 500	
Esports	20 % of GGR	
Premium Cricket	16%	Subject always to minimum fees payable
Player Markets	15%	

5. IT and hosting fee.

- a) The Operator shall be solely liable to pay to Software Provider an amount equal to all reasonable costs and expenses incurred by Software Provider in relation to the relocation of servers and server hosting for the Websites in any jurisdiction in which the Software will be made available under this Agreement, to the extent such relocation is required by applicable Law in such jurisdictions, and shall promptly reimburse Software Provider for all such costs and expenses on receipt from Software Provider of an invoice for such matters. Software Provider hereby specifically and expressly excludes its costs and/or expenses incurred as a result of increasing volumes and overall stability of its System, Software and Services.

Appendix C – SERVICE LEVEL AGREEMENT

1. 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 specific to this Operator's needs, such as customization, certifications and/or development in accordance with local law requirements and they are charged in accordance with the terms of this Agreement.

- (H) "Unplanned Downtime" means downtime which is not due to (i) Scheduled Maintenance (as below defined) or subject to any of the below Exclusions.

2. Service Scope

- (i) The Software Provider 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.

3. Service Level

- (i) The Software Provider is obligated to provide Support Services at its own cost in following manner:

- (A) in the event of "L1 Defect", the Software Provider will respond within thirty (30) minutes of receipt of a Notification for L1 Defects from the Software Provider. Resolution of L1 Defects will be attempted by the Software Provider on a reasonable efforts basis within four (4) hours of receipt by the Software Provider of a correct Notification but in any event as soon as reasonably possible.

- (B) in the event of "L2 Defect", the Software Provider will respond within sixty (60) minutes of receipt of a Notification for L2 Defects. Resolution of L2 Defects will be attempted by the Software Provider on a reasonable efforts basis within eight (8) hours of receipt by the Software Provider of a correct Notification but in any event as soon as reasonably possible.

- (C) in the event "L3 Defects", the Software Provider will respond within twelve (12) hours of receipt of a Notification for L3 Defects. Resolution of L3 Defects will be attempted by Software Provider on a reasonable efforts basis within seventy-two (72) hours of receipt by the Software Provider 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 addresses supplied by the Software Provider.

- (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 Software Provider 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 Software Provider 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) Software Provider 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 Software Provider has all necessary consents or authorizations from e-wallet service providers. The Operator shall indemnify the Software Provider where any liability arises from any breach of this clause.

(ii) For the avoidance of doubt, it shall be clarified that the Software Provider 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.

4. Service Availability and Unplanned Downtime

(i) Subject to the terms and conditions of the Agreement, the Software Provider warrants that it will maintain monthly availability of 95.0% uptime for the Platform, subject to the qualifications of Clause 3 of Agreement.

(ii) Unplanned Downtime occurs when services are unavailable due to faults or emergency maintenance. Unplanned Downtime should not exceed 10 hours per month (the "Maximum"). For the avoidance of doubt, Maintenance does not count as Unplanned Downtime.

(a) When Unplanned Downtime exceeds the Maximum and requires ten (10) to fifteen (15) hours per month the Software Provider shall issue a credit note equal to five percent (5%) of the Fees paid by the Operator to the Software Provider on the corresponding month.

(b) When Unplanned Downtime exceeds the Maximum and requires sixteen (16) to twenty (20) hours per month of downtime, the Software Provider shall issue a credit note equal to ten percent (10%) of the Fees paid by the Operator to the Software Provider on the corresponding month;

(c) When Unplanned Downtime exceeds the Maximum and requires more than twenty-one (21) hours per month of downtime, the Software Provider shall issue a credit note equal to fifteen percent (15%) of the Fees paid by the Operator to the Software Provider on the corresponding month.

(d) If Unplanned Downtime is over 21 hours excluding planned downtime per month for 3 consecutive months Operator has the right to terminate the Agreement following the rules of the Software Provider being in breach of its obligations.

Such penalties shall be compensated with the credit note applie

d to the amounts due by the Operator to the Software Provider. In cases where no sum is due by the Operator to the Software Provider, the Operator shall invoice the corresponding amount to the Software Provider.

(ii) Software Provider's warranty of uptime is restricted to the Platform which are under the exclusive control of the Software Provider. 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 Software Provider shall be excluded from the warranty mentioned above.

5. 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.

6. Exclusions

(i) 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 failure of the equipment or hardware not supplied by the Responsible Party under this Agreement;
- a failure in local access facilities connecting Operator, or its Group Companies, to the network;
- 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;
- The Non-Responsible Party's negligence or wilful misconduct; or Any DDOS (denial-of-service) attack;
- Any Scheduled Maintenance;
- Any Emergency Maintenance;

- The Non-Responsible Party, the Non-Responsible Party's Group Companies or their employees, contractors, agents or representatives;
- Any Downtime of the Non-Responsible Party; and
- Third-party server provider.

7. **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 Maintenance**") 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.