

Execution version

DATED

August 2023

PLAYER MIRGRATION AND LICENSE AGREEMENT

BETWEEN:

VIRTUAL GLOBAL DIGITAL SERVICES LIMITED

AND

VIRTUAL INTERNET SERVICES LIMITED

AND

SUNFLOWER SEED B.V.

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This agreement ("**this Agreement**") is entered into on the 29th August 2023

BETWEEN:

- (1) **VIRTUAL GLOBAL DIGITAL SERVICES LIMITED**, a company incorporated and registered in Gibraltar whose registered office is at 57/63 Line Wall Rd., Gibraltar (the "**Licensor**");
- (2) **VIRTUAL INTERNET SERVICES LIMITED**, a company incorporated and registered in Gibraltar whose registered office is at 57/63 Line Wall Rd., Gibraltar ("**VISL**");
- (3) **SUNFLOWER SEED B.V.**, a company incorporated and registered in Curaçao (registered company number 157063) whose registered office is at Kaya Richard J. Beaujon Z/N, Curacao (the "**Licensee**"),

(each a "**Party**" and together the "**Parties**")

WHEREAS:

- (A) Licensor owns the relevant Intellectual Property Rights in the Customer Database (as defined below);
- (B) Licensor has agreed to transfer, convey and assign to Licensee a copy of the Customer Database and to transfer, convey and assign to Licensee all the Personal Data comprising the Customer Database on the terms set out in this Agreement;
- (C) Licensee has agreed to acquire a copy of the Customer Database from Licensor subject to and in accordance with the provisions of this Agreement;
- (D) Licensor through its intragroup arrangements, has the right to grant an exclusive licence in the Territory to Licensee to enable Licensee to use the, Brand and certain materials to market, provide and operate the Service in the Territory; and
- (E) Licensee wishes to use the Brand and materials referred to in paragraph D to market, provide and operate the Service in the Territory.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1.1 apply in this Agreement and in any other agreement between the Parties.

777 Brand: means the name, style, look and feel of the Licensor's or its Affiliates' unregistered 777 trade mark as set out detailed in Schedule 7, which shall include all of the related Intellectual Property Rights.

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888 Materials: means all graphic representations of the Brand and any and all other graphic and marketing materials (and any Intellectual Property Rights subsisting therein) of Licensor or its licensors related to the Brand, limited to those materials detailed in Schedule 3 for Licensee or such amended Brand and/or materials as amended and notified to Licensee from time to time.

Affiliates: means any Parent Undertaking and any Subsidiary Undertaking of any such Parent Undertaking and the terms "Parent Undertaking" and "Subsidiary Undertaking" shall have the meanings given to them in section 1162 of the UK Companies Act 2006.

Affiliate Data: means contact information of the Migrating Customer Affiliates who referred Migrating Customers to Licensor and the key terms of the agreements that Licensor (or if applicable its Affiliate has) entered into with such Migrating Customer Affiliate in respect of such referrals.

Applicable Law: means those of the United Kingdom, Curaçao and Gibraltar (all as amended, supplemented or replaced from time to time) together with any laws, rules, regulations, orders, directives and other requirements issued by any legislative body or regulatory body under applicable law as may be applicable to the activities or place of business of that Party.

Brand: means the name, style, look and feel of the Licensor's or its Affiliates' brands detailed in Schedule 3, which shall include all of the Intellectual Property Rights and Marks.

Brand Guidelines: has the meaning given to it in clause 4.3.

Business Day: a day other than a Saturday, Sunday or public holiday in Gibraltar, Curacao and England when banks in such countries are open for business.

Business Purpose: offering and conducting remote gambling services and associated support activities.

Cash Balances: the cash balances standing to the credit of Migrating Customers on their account with Licensor.

Cash Balance Liability: has the meaning set out in Clause 2.12.

Commencement Date: the date of this Agreement.

Competent Authority: means any person who exercises any powers with respect to the regulation, licensing and/or approval of the Service under Applicable Law, or any third party nominated by such person.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, duly appointed representatives, advisers or subcontractors who need to know the confidential information in question for the Permitted Purpose (hereinafter referred to as the "Representatives") to the other Party and that Party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Contract Year: means each 12 month period commencing on the Launch Date.

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Control: means the power, direct or indirect, to direct or cause the direction of the management and policies of a Party, whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without prejudice to the generality of the foregoing, any entity owning more than 50% of the voting securities of any Party shall be deemed to control that Party.

Currency: means GBP (£).

Customer Database: the customer database of Licensor described in Schedule 1 to this Agreement comprising the Migrating Customers.

Customer Notice: means the notice to be sent by Licensor to the Migrating Customers in accordance with the Migration Plan, which for the avoidance of doubt shall not be sent prior to the Migration Launch Date, the text of which shall be agreed by the Parties and which shall cover the items set out in Part 2 of Schedule 5.

Data: the data or information, in whatever form or medium held or stored, including images, still and moving, and sound recordings.

Data Controller: to be defined in accordance with the applicable Data Protection Legislation. The following terms shall also be defined in the same manner:

- **Data Subject**
- **Personal Data**
- **Personal Data Breach**
- **Processor**
- **Supervisory Authority**

Data Protection Legislation: the Gibraltar General Data Protection Regulation and any other applicable legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Direct Customers: customers (excluding the Migrating Customers) who access the Service from time to time via any Site.

Domain Names: means domain names containing or related to the Brand insofar as it relates to the Service, or the Sites which may be registered during the Term.

Domain Name Guidelines: means the guidelines to be agreed in writing by the Parties in relation to the Domain Names which are permitted to be registered by Licensee.

Exclusivity Date: the date to be confirmed by Licensor as the date upon which Licensor or its Affiliates no longer needs to correspond with Migrating Customers in order to ensure an effective migration process.

Force Majeure Event: means an event which is beyond the reasonable control of a party including an event which falls into one or more of the following categories: strike, lockout or labour dispute, act of God, fire, flood and storm; war, military action, riot, civil commotion, terrorism; explosion or malicious damage.

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Gambling Licence means the Curaçao licence issued on B2C-FFWEYSQK-1668JAZ by Curacao EGaming including any renewal thereof, or such other relevant regulatory licence(s) as shall be obtained by Licensee or any of its Affiliates from time to time.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Initial Migration: has the meaning set out in clause 2.3.

Initial Migration Amendments: has the meaning set out in clause 2.3.

Initial Migration Launch Date: means the date that Licensor has tested and approved the Site following the Launch Date in accordance with clause 5.8.

Initial Migration Review: has the meaning set out in clause 2.3.

Initial Period: means the period from the Commencement Date to the date which is ten (10) years after the Launch Date.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, logos, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Language means Arabic and English.

Launch Date: means the date that the Service is first offered to Players in the Territory.

Licensee Data: any Data incorporated into the Customer Database on or after the Migration Date.

Licensee Materials: means any materials (and any Intellectual Property Rights subsisting therein) of Licensee or its licensors (whether provided or made available to Licensor or otherwise) including any materials associated with the provision of the Service and any content relating thereto.

Licensee's Processor: **Licensee's Processor's System:** any information technology system or systems owned or operated by Licensee's Processor in its capacity as processor for and on behalf of Licensee and located within the European Economic Area.

Licensee's System: any information technology system or systems owned or operated by or on behalf of Licensee including, where the context so requires, Licensee's Processor's System.

Licensee's Terms and Conditions of Service: means Licensee's terms and conditions of service in respect of offering sports betting and/or games and/or games and/or online gambling services to Players in the Territory in connection with the Service.

License Fee: means in respect of the Players the share of NGR payable to Licensor by Licensee pursuant to Schedule 2 of this Agreement.

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Licensor's System: any information technology system or systems owned or operated by or on behalf of Licensor.

Marks: means the unregistered trade mark(s) set out in Schedule 3 which are to be licensed under this Agreement.

Migrating Customers: the customers of Licensor whose Data is included in the Customer Database.

Migrating Customer Affiliates: means such entities or persons which entered into agreements with Licensor or its Affiliates in respect of referring new customers in the Territory to register as customers of Licensor or its Affiliates.

Migration Date: means in respect of each Migrating Customer, the date which the relevant Customer Database in respect of such Migrating Customer is transferred to Licensee in accordance with the terms of clause 2 and which is at least 10 Business Days after a Customer Notice is sent to such relevant Migrating Customers and which is agreed as part of the Migration Plan.

Migration Long Stop Date: has the meaning set out in clause 2.2.

Migration Plan: means the plan to be agreed between Licensor and Licensee in accordance with clause 2.2 and which shall cover the items set out in Schedule 5.

Permitted Purpose: the purpose of exercising the rights or performing the obligations under this Agreement by the relevant Party.

Migrating Customer Personal Data: the Personal Data comprised in the Customer Database.

Net Gaming Revenue" or "NGR": as set out in Schedule 2 (Calculation of License Fee).

Player Data: means Personal Data of Players (including Player Information to the extent that Player Information is Personal Data).

Player Information: information relating to a Player which is submitted by a Player when gaining access to the Service including information from which that Player can be identified such as, by way of example only, details of name, address, email address, telephone number and fax number, demographic information as well as the cash balance liabilities of such Players.

Players: the Migrating Customers who access the Service pursuant to this Agreement and the Direct Customers.

Privacy Notice: the privacy notice to be sent by Licensee to the Migrating Customers, following the sending of the Customer Notice by Licensor, in accordance with the Migration Plan, the text of shall be agreed by Licensor and Licensee and which shall cover the items set out in Part 3 of Schedule 5.

Regulatory Change: any change to Applicable Laws or laws of any country within the Territory (which is deemed to include any actual change to legislation or regulation or any authoritative statement or action by any Competent Authority) which impacts on the Service, this Agreement or the performance or use thereof.

Relevant Data: all Data, including all Migrating Customer Personal Data, comprised in the Customer Database.

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Renewal Period(s): has the meaning set out in clause 3.2.

Service: means the services described in Clause 5 of this Agreement.

Service Period: means the period during which the Service is provided under the terms of this Agreement, being the Initial Period and any subsequent Renewal Period(s);

Sites: means websites, mobile sites, applications and/or services and/or any other means, whether or not known, of remotely making available sports betting and/or games and/or games and/or online gambling services to Players in the Territory in connection with the Service under the Brand and/ or the 888 Materials and “**Site**” shall mean any of them.

Special Category Data: all Data, including all Migrating Customer Personal Data, comprised in the Customer Database, which falls within the special categories of personal data (as defined in article 9(1) of the Gibraltar GDPR).

Standard Contractual Clauses: the standard contractual clauses for the transfer of personal data from the Community to third countries (controller-to-controller transfers) contained in the Annex to the European Commission Decision of 4 June 2021 to Regulation (EU) 2016/679 as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries.

Subsequent Migration: has the meaning set out in clause 2.4.

Subsequent Migration Amendments: has the meaning set out in clause 2.4.

Subsequent Migration Review: has the meaning set out in clause 2.4.

Termination Notice Date: means the date that one party notifies the other of their intention to terminate this Agreement in accordance with its terms.

Territory: means Kuwait, UAE, Saudi Arabia, Qatar, Jordan, Bahrain, Lebanon, Oman, Egypt, Morocco, Tunisia and Algeria.

Transition Period: means the period commencing on the Launch Date and ending the day before the commencement of the Exclusivity Date.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall the terms and conditions included therein shall have effect and be enforced as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** shall include email correspondence.
- 1.11 References to Clauses and Schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.13 In the case of conflict or ambiguity between any provision contained in the body of this Agreement any provision contained in any other Schedules or appendices, the provision in the body of this Agreement shall take precedence.

2. DELIVERY OF CUSTOMER DATABASE

- 2.1 In consideration of:
 - 1. the payment of the License Fee;
 - 2. and the assumption of the Cash Balance Liability (subject to the adjustments in Schedule 2); and
 - 3. other obligations assumed by Licensee described in this Agreement,Licensor hereby agrees to assign, convey and transfer to Licensee the Customer Database and to transfer a copy of the Affiliate Data in accordance with the terms of this Agreement.
- 2.2 Licensor and Licensee shall in good faith negotiate to agree, to the reasonable satisfaction of Licensor, the Migration Plan in writing as soon as reasonably practicable following the Commencement Date but in any event prior to the Launch Date (**"Migration Long Stop Date"**).
- 2.3 Following the Initial Migration Launch Date, the Customer Database in respect of certain agreed Migrating Customers shall be transferred to Licensee in accordance with the Migration Plan and this clause 2 provided the relevant Customer Notice shall have been sent to such Migrating Customers at least 10 Business Days prior to the transfer (the **"Initial Migration"**). Following the Initial Migration, Licensor will be given a reasonable period of time and access to review the relevant data and analytics in respect of the effectiveness of the registration of Migrating Customers on the Site(s)

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as well as review and test the Site and Service (the “**Initial Migration Review**”). Following the Initial Migration Review, Licensee and Licensor may propose reasonable changes or corrections to the Migration Plan, Site and/or Service, which Licensee shall use all reasonable endeavours to implement to the satisfaction of Licensor as soon as reasonably practicable (the “**Initial Migration Amendments**”).

- 2.4 Following the implementation of such Initial Migration Amendments if applicable (or if no such Initial Migration Amendments were requested by Licensor, following the Initial Migration Review), the Customer Database in respect of the remaining Migrating Customers, or if agreed by Licensor and Licensee certain of the remaining Migrating Customers shall be transferred to Licensee in accordance with the Migration Plan and this clause 2 provided the relevant Customer Notice shall have been sent to such Migrating Customers at least 10 Business Days prior to the transfer (the “**Subsequent Migration**”). Following the Subsequent Migration, Licensor will be given a reasonable period of time and access to review the relevant data and analytics in respect of the effectiveness of the registration of Migrating Customers on the Site(s) (the “**Initial Migration Review**”). Following the Subsequent Migration Review Licensee and Licensor, may propose reasonable changes or corrections to the Migration Plan, which Licensee shall use all reasonable endeavours to implement to the satisfaction of Licensor as soon as reasonably practicable (the “**Subsequent Migration Amendments**”).
- 2.5 In the event that any Migrating Customers have not been transferred to Licensee following the Subsequent Migration, the process set out in clause 2.4 shall be repeated until all Migrating Customers have been transferred to Licensee.
- 2.6 If the Migration Date of each Migrating Customer has not occurred within 14 weeks of the Commencement Date then Licensor shall have the right to terminate this Agreement by notice in writing at any time.
- 2.7 Following the relevant Migration Date, the relevant Customer Database and the relevant Affiliate Data shall be delivered by Licensor to Licensee by means of delivery to Licensee’s Processor. For avoidance of doubt, for the purpose of receipt of the Customer Database, Licensee has elected Playtech Software Limited (**Transferee**) to receive the Customer Database on its behalf. Licensee confirms to Licensor that it is duly authorised to act as agent on behalf of Transferee in respect of the transfer of the Customer Database .For the avoidance of doubt Licensee remains liable for any actions and/ or omissions of Transferee in connection with the migration of and its receipt of the Customer Database as if they were the actions or omissions of Licensee.
- 2.8 The Parties shall use best efforts to enable delivery of the Customer Database by Licensor to Licensee in accordance with this Agreement (including the Schedules) which shall take place as follows:
 1. Customer Database shall be sent to the Transferee within an encrypted password protected WinZip folder using AES256 standard;

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2. Such folder shall be transferred to the Transferee by SFTP; and
 3. The password shall be transferred to the Transferee using: <https://securenotes.williamhill.tech/>.
- 2.9 Licensee shall ensure that it promptly complies with any minimum hardware configuration requirements reasonably specified by Licensor for the purpose of receiving the Customer Database and Affiliate Data in accordance with clause 2.15.
 - 2.10 Subject to Clause 2.14, on the relevant Migration Date Licensor shall migrate the Customer Database and transfer a copy of the relevant Affiliate Data from Licensor's System to Licensee's Processor's System in accordance with the migration procedure set out in Migration Plan.
 - 2.11 Successful migration of the Customer Database and Affiliate Data to Licensee or Licensee's Processor shall be confirmed in writing by Licensee or Licensee's Processor to Licensor.
 - 2.12 Licensee covenants and undertakes to assume Licensor's liability to the Migrating Customers in respect of the Cash Balances as at the relevant Migration Date of such Migrating Customer ("**the Cash Balance Liability**") in accordance with Licensee's Terms and Conditions of Service, subject to the adjustments in Schedule 2 pursuant to which any Cash Balance Liability withdrawn by Migrating Customers in excess of USD250,000 is deducted from Licensor's License Fee in accordance with Schedule 2.
 - 2.13 Licensor and Licensee agree that:
 - (a). with effect from each relevant Migration Date all Relevant Data of each Migrating Customer comprising the Customer Database and a copy of the Affiliate Data shall be transferred to the Licensee;
 - (b). Licensor and Licensee shall comply with the steps set out in the Migration Plan.
 - 2.14 Licensee acknowledges that Licensor shall retain a copy of the Customer Database for compliance with Applicable law, regulatory obligations as well as internal retention policies.
 - 2.15 In accordance with the Migration Plan Licensor shall, prior to the transfer of Affiliate Data applicable to such Migrating Customer Affiliate, notify Migrating Customer Affiliates who referred any Migrating Customers to Licensor, that from the relevant Migration Date, such Migrating Customers shall be serviced by Licensee and that a copy of the Affiliate Data shall be transferred to Licensee.
- 3. COMMENCEMENT AND DURATION**
- 3.1 Unless terminated earlier in accordance with its terms or otherwise by operation of law, this Agreement shall commence on the Commencement Date and shall continue in force until the end of the Service Period (the "**Term**").

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- 3.2 Prior to expiry of the Initial Period, the Parties shall discuss and negotiate, in good faith, the option of extending the term of this Agreement for a further period to be agreed between the Parties at the time (a "**Renewal Period**"). Provided that Licensor is satisfied with Licensee's performance under this Agreement, a request by Licensee for a further Renewal Period shall not be unreasonably rejected. Prior to expiry of the Renewal Period, the Parties shall discuss and negotiate, in good faith, the option of extending the term of this Agreement for a further Renewal Period. In the event that the Parties do not agree to renew the Initial Period or any subsequent Renewal Period by a date no less than three months prior to the end of the Initial Period or such Renewal Period unless otherwise agreed in writing then this Agreement shall terminate upon the expiry of the Initial Period or the then current Renewal Period. Save where expressly agreed otherwise in writing, each Renewal Period will take effect on the terms of this Agreement that subsist immediately prior to the Renewal Period taking effect.

4. **LICENSE AND MATERIALS**

- 4.1 With effect from the Launch Date, Licensor shall grant to Licensee a, non-transferable, non-assignable or sub-licensable basis licence in the Territory only (the "**Licence**") to allow Licensee to use, copy, distribute, publicly display, adapt and modify, exploit, reproduce, perform, market, advertise, and promote in accordance with the Brand Guidelines) (the foregoing, collectively, "Use") the Brand and any 888 Materials (i) in connection with the Service including all uses for current and future forms of internet used for permitting and facilitating online mobile, digital and online server-based betting and gaming, on all online and mobile verticals, including, without limitation, for the following online products: games, casino, live casino, table casino, jackpots, e-sports, scratch cards, instant games, and online sports betting and online mobile, digital and online server-based gambling and online betting business activities, products and services (including, for the avoidance of doubt, in connection with any media partnerships for the development and promotion of sports betting and related programming), provided all of the foregoing is connection with the Service and (ii) in connection with related online promotional, advertising, marketing and publicity activities in the Territory for the Service, including, for example only, engaging brand ambassadors, or engaging in other customer retention or acquisition activities and all under the terms of this Agreement. For the avoidance of doubt, only online promotional, advertising, marketing or publicity activities in the Territory are permitted. Licensee may not Use the Licence to conduct any act or promote any activity which, in the reasonable opinion of Licensor, may denigrate the value of, or diminish the distinctive nature the Brand and 888 Materials or diminish or damage the reputation of Licensor or its Affiliates. The Licence shall be non-exclusive to Licensee in the Territory during the Transition Period. The Licence shall become an exclusive Licence to Licensee in the Territory on the Exclusivity Date. For the avoidance of doubt, Licensor shall not be deemed to be in breach of the grant of exclusivity of the Licence by virtue of providing the link through to the Site as set out in clause 6.2.

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- 4.2 Licensor warrants to Licensee that it is entitled to grant the licence it grants in clause 4.1 on the relevant terms and that it will have such a right for the duration of the Term.
- 4.3 In connection with the licence referred to in clause 4.1, Licensor will provide Licensee with:
1. the 888 Materials;
 2. brand guidelines for the effective use of the Brand and the 888 Materials and any reasonable amendments to the same that Licensor makes from time to time ("**Brand Guidelines**"); and
 3. brand training and support as determined between the parties.
- 4.4 Licensee will ensure that the Service and any associated promotional or marketing materials for the Service do not violate the Brand Guidelines, including any amendments to the same of which Licensor has provided Licensee with reasonable prior notice. Licensee will not use the Brand to promote the services of any business apart from the Service and will not use the Service incorporating the Brand to cross promote any other Licensee Service or any third party service or any other services of Licensee to Players.
- 4.5 Licensor may from time to time notify Licensee of any breach of the Brand Guidelines by the Service. If it gives such notice it will accompany it with full details of the changes required to remedy such breach, which Licensee shall use all reasonable endeavours to effect as soon as practicable to do so but in no event longer than within 10 Business Days.
- 4.6 Licensee acknowledges that the Intellectual Property Rights in the 888 Materials are not registered in the Territory and further acknowledges that the Intellectual Property Rights in the 777 Brand are not registered by Licensor or its Affiliates anywhere outside the Territory.
- 4.7 Licensor and Licensee agree that Licensee may request, on reasonable written notice, that the License be expanded to include the 777 Brand. In such circumstances, Brand, Marks and 888 Materials shall be deemed to include the 777 Brand and for the avoidance of doubt, such licence in respect of the 777 Brand shall be subject to the same terms and deemed included in the Licence pursuant to this Agreement.
- 5. SERVICES**
- 5.1 Licensee will be responsible for providing the "**Service**". The Service will incorporate a remote sports and casino gambling service provided in the relevant local currency and the Languages (and such other languages at Licensee's discretion) for access via the

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Sites within the Territory, for which the URLs containing the Brand are to be acquired by Licensee provided that they comply with the Domain Name Guidelines and in accordance with the terms of this Agreement, customised to incorporate the Brand, and where possible other 888 Materials. Licensee agrees to take reasonable account of Licensor's reasonable representations in respect of content or functional changes to reflect Licensor's preferences in order to ensure the Site is compliant with the Brand Guidelines and the terms of this Agreement.

5.2 Subject always to clause 5.1 above it is agreed that the Service will include the following:

1. A fully responsive web and mobile site offering sports betting and casino games designed to a design agreed between Licensor and Licensee (the "Style Guide") in each of the Languages;
2. A customer registration platform, integrated with relevant payment methods that offer their service locally in the Territory, to enable consumers who have been KYC-checked in the Territory to contract with Licensee and then access the Service and fund / manage their player accounts and the related processes of customer verification and registration on an ongoing basis;
3. For the sports betting module, market set-up, trading / risk management and settlement;
4. Hosting and infrastructure including up-time delivered in accordance with an internal SLA on all critical elements such as bet acceptance and payments;
5. Control and management of segregated clients' funds and payment to Players of withdrawals as appropriate; together with risk and fraud management and prevention;
6. First-line customer support for the Service;
7. Acquisition and retention marketing; and
8. Other ancillary functions which are required for the proper delivery of the Service.

5.3 Licensee shall be permitted to register and/or use and host new Domain Names solely to the extent necessary to provide the Service in accordance with this Agreement, provided that to the extent such Domain Names contain or relate to the Brand, the prior written approval of the Licensor shall be required or such Domain Names are permitted pursuant to the Domain Name Guidelines. Upon the termination or expiry of this Agreement, all such Domain Names shall be transferred to Licensor as soon as reasonably practicable and the Licensee shall cease using such Domain Names. For avoidance of doubt, at the time of execution of this Agreement, Licensor has preapproved and permitted the registration and use of www.888casino1.com,

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www.888casino2.com, www.888casino3.com, www.888casino4.com and www.888casino5.com. Licensee shall promptly (and in any event no later than on the 30th of each calendar month), notify Licensor of each Domain Name registered by or on behalf of Licensee. If any of the Domain Names do not comply with the Domain Name Guidelines or if such Domain Names are used by or are to be used by Licensor or any of its Affiliates, Licensor may, at any time, request Licensee to immediately cease using such Domain Names and transfer such Domain Names to Licensor as soon as reasonably practicable.

- 5.4 Licensee will be responsible for all aspects of the management and operation of the Service and shall ensure that the Service is managed and operated and is as competitive as any other service managed and operated by Licensee in the Territory and in accordance with Good Industry Practice, including in terms of its acquisition marketing (directly and through affiliates), CRM, quality, products, features and functions, availability to Players, payments and customer service.
- 5.5 Licensee will be responsible for ensuring that all marketing of the Service by or on behalf of Licensee complies with Applicable Law.
- 5.6 Subject to the remainder of this clause, Licensee will have discretion to determine what gambling products and payment methods are to be made available via the Service. Subject to the remainder of this clause, in exercising that discretion Licensee will be informed by any proposed changes or request (including in respect of contracting with specific suppliers in respect of the provision of certain products and services) submitted to it by Licensor but the final decision shall be one for Licensee to take in its sole discretion. In exercising its discretion set out in this clause Licensee will use all reasonable efforts to ensure that the product range, features and functionality offered by the Service is no worse than that offered by any other service managed and operated by Licensee considering the requirements in the Territory.
- 5.7 Licensee will use its reasonable efforts to have the Site and Service ready for launch within 6 weeks of the Commencement Date. Licensor will be given an opportunity to review and approve the Site and the Service before it is launched and may propose reasonable changes, which Licensee shall be required to make if they are required in order to comply with license requirements and the Applicable Laws as they relate to the Territory, Gibraltar and Curacao, the Brand Guidelines, in order to address a breach of clause 5.4 or in order to ensure that Licensee has implemented sufficient controls and processes (to the satisfaction of Licensor) to ensure that players outside of the Territory are not able to access the Site and Service. If the actual Launch Date does not occur within 14 weeks of the Commencement Date then Licensor shall have the right to terminate this Agreement by notice in writing at any time thereafter before actual launch of the Service. For the avoidance of doubt such right to terminate shall only arise if the failure to meet this deadline is not directly due to any acts/requests for delay /omissions by Licensor.
- 5.8 Following the Launch Date, Licensor will be given the opportunity to review and test the Site and Service and may propose reasonable changes or corrections. The date

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upon which the Licensor approves the Site and Service following the Launch Date shall be the **“Initial Migration Launch Date”**. Licensor will be given the opportunity to review and test the Site and Service in accordance clauses 2.3 and 2.4.

- 5.9 Licensor acknowledges and agrees that the Service is based on existing technology and products offered by Licensee and/or any on its behalf direct to Licensee's own customers and to other third party brand owners and that such technology and products will not be used exclusively on behalf of Licensor.
- 5.10 Licensee shall procure, where required, the consent or authorisation of suppliers of Third Party Content to incorporate within and provide as part of the Service.
- 5.11 Licensee will be responsible for ensuring that the Service is blocked for persons located outside the Territory, including using adequate processes and controls and the following technology: Maxmind. If any of such technology becomes no longer available to Licensee, technology which is of the equivalent standard (to the satisfaction of Licensor) shall be used. In addition Licensor may from time to time review the controls and processes implemented by Licensee to ensure that players located outside of the Territory cannot access the Site and Territory and may propose reasonable changes to such controls and processes, which Licensee shall be required to make, to ensure that such controls and processes are to the satisfaction of the Licensor. Licensee shall ensure that if any player attempts to access the Site and/or Service from outside of the Territory, such player will not be allowed to register and/or access the Site.
- 5.12 Licensee will appoint a dedicated Licensor account manager for the duration of the Term, who shall be responsible for the delivery of the Service. Details of such appointment will be notified by Licensee to Licensor in writing from time to time. Licensee shall use reasonable endeavours to make available adequate human resources required for the full and proper performance of the Service. The Parties agree that the number of full time employees may vary from time to time, and shall be commensurate with the level of NGR generated under this Agreement. Licensee shall retain ultimate discretion as to the level of human resources needed to deliver the Service in accordance with clause 5.
- 5.13 Licensee will comply with the reporting requirements set out in Schedule 4.

6. COOPERATION AND ASSISTANCE BY LICENSOR

Licensor shall:

- 6.1 appoint one individual to be Licensee's primary contact, with appropriate experience, and with authorisation to make decisions on behalf of Licensor which may be relied on by Licensee when providing the Service. Details of such appointment will be notified by Licensor to Licensee in writing from time to time;

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- 6.2 from the Exclusivity Date, provide a link through to the Site(s) where a player who is attempting to access another Licensor site under the Brand from inside the Territory, as determined by geo-location software and IP address, subject to the discretion of Licensor.

7. SUBCONTRACTING

- 7.1 Subject to clause 7.2, Licensee will be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 7.2 The Parties acknowledge that it is Licensee's intention that JD Just Tech Ltd, Digitalbeat Limited and Playtech Software Limited will provide elements of the Service, in accordance with its Gambling Licence and Applicable Law.
- 7.3 Licensee shall be accountable, responsible and liable for all acts, errors or omissions of JD Just Tech Ltd, Digitalbeat Limited and Playtech, or any subcontractor or agent appointed under clause 7.1, as if they were Licensee's acts and omissions.
- 7.4 Licensor acknowledges and agrees that Licensee retains ultimate responsibility for the content and positioning of advertising for the Service, as a result of the Gambling Licence.

8. INTELLECTUAL PROPERTY

- 8.1 Licensor acknowledges and agrees that Licensee owns (or has the rights to) all rights, title and interest in the Licensee Materials. Nothing in this Agreement shall confer in Licensor any right of ownership in the Licensee Materials.
- 8.2 Licensee acknowledges and agrees that Licensor owns all rights, title, goodwill and interest in the Brand and the Marks and the 888 Materials. Nothing in this Agreement shall confer in Licensee any right of ownership or goodwill in the Brand, Marks or the 888 Materials, whether before, during or after the term of this Agreement. Licensee hereby irrevocably assigns to Licensor all right, title and interest (including any goodwill) it may have or may acquire in and to any of the Marks or 888 Materials in providing the Service. Licensee shall not acquire, or claim, any right, title, or interest to or in any of the Marks or the 888 Materials (or the goodwill attached thereto), otherwise than as specifically granted to it under this Agreement.
- 8.3 Licensee agrees that it shall not: a) challenge the right or title of Licensor or its group to any of the Intellectual Property Rights in the Marks or the 888 Materials or otherwise in any part of the world or assist others to do so or register or attempt to register any Intellectual Property Rights in the Marks or the 888 Materials; b) cause or (so far as within its control) permit any damage to the validity of any Intellectual Property Rights in the Marks or the 888 Materials or otherwise or assist others to do so; or c) use any mark or name confusingly similar to the Intellectual Property Rights in the Marks or the 888 Materials or otherwise.

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- 8.4 Further to clause 8.2 and 8.3, the Licensor acknowledges that the Brand and Marks are material to this Agreement and shall use all commercially reasonable efforts to take any and all action necessary to protect and enable the use of the Brand and/or Marks in the Territory.
- 8.5 Licensee shall immediately notify Licensor in writing of any of the following matters that come to its attention (giving full particulars):
1. any actual, suspected or threatened infringement of the Intellectual Property Rights in, or devaluing use or treatment of, the Marks or 888 Materials;
 2. any allegation or complaint made by any third party that any of the Intellectual Property Rights in the Marks or 888 Materials are invalid or that their use infringes any third party rights or may cause deception or confusion to the public; or
 3. any other form of attack or claim to which any of the Marks or 888 Materials may be subject.
- 8.6 Licensee shall not make any admission in respect of the matters outlined in clause 8.5 other than to Licensor and shall, in each case, provide Licensor with all the relevant information in its possession. Licensor shall in its discretion (taking into consideration Licensee's reasonable representations in respect of such matters which relate to the Territory) take the reasonably required and necessary action, in respect of any of the matters to which any notice given under clause 8.5 relates ("**Matter**") and shall have exclusive control over any resulting claims, actions and/or proceedings. Licensee shall at the cost of Licensor provide any assistance which Licensor requires (including lending its name to any proceedings brought by Licensor) in connection with any Matter. Any award of costs or damages or other compensation payments recovered in connection with any Matters shall be for the account of Licensor.
- 8.7 Licensor acknowledges that Players will register to use the Service with Licensee and that Licensee will contract with the Players in accordance with the Licensee's Terms and Conditions of Service.
- 8.8 Licensee agrees that during the Service Period it shall only use the Player Information in connection with the performance of its obligations under this Agreement, subject always to any use required to comply with Applicable Law including any relevant Data Protection Legislation. Nothing in this Agreement shall restrict Licensee from: (i) using any anonymised transactional data for its business purposes (including those of its Affiliates or subcontractors); (ii) using any information in its possession which, it is acknowledged, could be duplicate of the Player Information and which has been obtained by as a result of a player (who is also a Player) using another service of the Licensee.
9. **PAYMENT OF LICENSE FEE**

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- 9.1 Subject always to the provisions of this clause 9, and in consideration of Licensor complying with its obligations under this Agreement, Licensee undertakes to pay the License Fee to Licensor on a monthly basis.
- 9.2 By the fifteenth (15th) day of each calendar month of the Service Period after the Launch Date, Licensee will provide a written statement for the previous month detailing:
1. the Net Gaming Revenue received by Licensee;
 2. the corresponding License Fee due to Licensor; and
 3. the converted amount in GBP (or such other currency) following the conversion made in accordance with clause 9.5 ("**Statement**").
- 9.3 Licensor shall, within ten (10) days of receipt of the Statement, issue Licensee with an invoice in respect of any undisputed sum of License Fee.
- 9.4 Licensee will pay Licensee Fee to Licensor within thirty (30) days of receipt of the invoice.
- 9.5 Payment of the License Fee shall be made in GBP into an account designated by Licensor. Licensee shall be responsible for converting the License Fee into GBP. This process shall be based upon the weighted average rate achieved in converting all repatriated funds to GBP in the calendar month.
- 9.6 The amounts payable hereunder are exclusive of VAT and all other similar taxes and duties payable in respect of such payments which, if chargeable, shall be charged at the prevailing rate.
- 9.7 If any payment due to a Party is not made within thirty (30) days of the due date, interest shall accrue on the full amount outstanding at the annual rate of 2% above the base lending rate of Barclays Bank plc from time to time, from the due date until the date of actual payment. Partial payments are applied first against interest accrued to the date of payment and any balance is then applied against the principal sum outstanding.
- 9.8 Each Party shall be responsible for determining whether it has any liability to taxes, levies and other duties in respect of any amounts that it receives pursuant to this Agreement and then paying any such taxes, levies or duties for which it is liable.
- 9.9 In the event that the Licensor disputes any amount of the Statement issued to it pursuant to Section 9.2, the Licensor shall, within 10 Business Days after delivery of such Statement (it being understood that failure to give timely notice shall not affect the Licensor's rights, unless to the extent the failure materially and adversely affects the rights, remedies or liability of Licensee), deliver a notice to Licensee setting out the matters of disagreement (an "**Statement Dispute Notice**"). If a Statement Dispute Notice is raised, the Licensor shall issue an invoice for the amount of any undisputed

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portion of the Statement within the period specified in clause 9.3. If within 15 Business Days of delivery of the Statement Dispute Notice there remains an outstanding dispute between the Parties in respect of the Statement, either Party may refer the matter to senior management of each of the Parties, who will attempt to resolve the dispute within 10 Business Days. If no resolution was reached between the senior management of each of the Parties, either Party may refer the matter to be resolved by an independent auditor (the “**Expert**”) in accordance with clause 9.10.

9.10 Any matter in this Agreement which is to be determined by an Expert shall be governed by the following:

1. Any such matter may be referred to for determination by either Licensor or Licensee. The identity of the Expert shall be agreed by Licensor and Licensee within 10 Business Days.
2. The Parties are entitled to make submissions to the Expert and will provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Any such submissions to the Expert must also be provided to the other Party.
3. The Parties shall request that the Expert shall, within thirty (30) days from the submission of any dispute to the Expert, render a decision on the items in dispute together with the reasons therefore.
4. The Expert shall act as an expert and not as an arbitrator and the written decision of the Expert on the matters referred is, save for cases of fraud or manifest error, final and binding.
5. The Parties shall pay the fees, charges and expenses of their own accountants. The fees, charges and expenses of the Expert shall be borne as determined by the Expert and in the absence of any such determination such fees, charges and expenses shall be borne by Licensor or Licensee in the inverse proportion to the extent to which the Expert decides in favour of either the Licensor or Licensee (by way of example, if the Expert renders a decision wholly in favour of Licensee, then Licensor pays 100% of the fees charges and expenses).

10. RECORDS AND AUDIT

10.1 Licensee shall keep and maintain and shall procure that JD Just Tech Ltd shall keep and maintain during the Term reasonable records relating to calculation of the Net Gaming Revenue (“**Licensee Records**”).

10.2 Licensor shall have the right during the Term and thereafter in accordance with clause 10.6, to appoint a nationally recognised auditor (“**888 Auditor**”) in order to confirm the calculation and payment of the Net Gaming Revenue and the Licence Fee and as such, upon giving Licensee not less than ten (10) days’ prior written notice, for the 888

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Auditor to: (i) inspect the Licensee Records at Licensee's premises during normal business hours; or (ii) inspect copies of the Licensee Records which Licensee shall provide at Licensors expense) to the 888 Auditor, at Licensee's election. The 888 Auditor's rights of audit shall be limited to the Licensee Records for the sole purpose of verifying the accuracy of the calculation of Net Gaming Revenue and the Licence Fee.

- 10.3 Licensors shall not exercise its right of audit more frequently than twice every twelve (12) months.
- 10.4 Any audit shall be at the cost of Licensors. However, if the audit establishes that Licensee has miscalculated the License Fee payable for the period which forms the subject of the audit as to result in an underpayment to Licensors, then Licensee shall promptly pay to Licensors an amount equal to the underpayment and the third party costs incurred in conducting the audit.
- 10.5 Licensee shall provide Licensors as soon as practicable, but in any event no later than 3 months after the end of each financial year of Licensee, the audited financial statements of the Licensee and JD Just Tech Ltd for such year, prepared by Licensee's auditors as they pertain to the activity contemplated under this Agreement.
- 10.6 Licensee shall retain the Licensee Records during the Term, and for the longer of:
1. twelve (12) months thereafter; and
 2. the date the information is no longer required to be retained to comply with Applicable Laws.
- 10.7 Licensors acknowledges and agrees that no access shall be granted to records other than the Licensee Records and that no access to the Licensee Records will comprise any other information, records, databases or servers of Licensee.

11. CONFIDENTIALITY

- 11.1 The Parties acknowledge that, prior to the Migration Date, Licensors Confidential Information includes the Customer Database and the Affiliate Data.
- 11.2 The term Confidential Information does not include any information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Clause 5);
 - (b) subject to Clause 11.1 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;

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- (c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
 - (d) subject to Clause 11.1, was known to the receiving Party before the information was disclosed to it by the disclosing Party; or
 - (e) the Parties expressly agree in writing is not confidential or may be disclosed.
- 11.3 Each Party shall keep the other Party's Confidential Information confidential and shall not:
 - (a) use any Confidential Information except for the Permitted Purpose, or, in the case of Licensor, as set out in Clause 11.8 and 11.9; or
 - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 11.
- 11.4 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose or any other purpose permitted under this Clause 11, provided that:
 - (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this Clause 11.
- 11.5 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.
- 11.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other Party, or are to be implied from this Agreement.
- 11.7 The provisions of this Clause 11 (with the exception of clause 11.10) shall continue to apply after termination of this agreement.
- 11.8 Licensor may use any Confidential Information that was contained in, or which comprised, the Customer Database as of, or prior to, the Migration Date to fulfil any lawful request made by any data subject identified in the Customer Database (other than those requests which should rightly be directed to Licensee as controller of the relevant Migrating Customer Personal Data pursuant to Clause 17).

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- 11.9 Notwithstanding any other provision of Clause 11 to the contrary, Licensor shall be entitled to use or disclose Data and Confidential Information for the purposes of dealing with a claim. Any Confidential Information held or retained by Licensor for the purposes of this Clause 11.9 will be held on an independent basis from Licensee, and Licensee does not make itself responsible (neither as a joint controller, controller or processor *vis-à-vis* Licensor) nor is Licensee liable for any loss or damage as may arise, for Licensor's compliance or otherwise with Data Protection Legislation or any Applicable Laws.
- 11.10 In the event that Licensor uses Migrating Customer Personal Data as contemplated by clauses 11.8 and 11.9, Licensor shall, to the extent permitted by applicable law and Data Protection Legislation, notify Licensee of such event as soon as reasonably practicable.
- 11.11 For all the purposes of this Clause 11, Personal Data re-assigned and transferred to Licensor in accordance with this Agreement shall thereupon be the Confidential Information of Licensor.

12. ANNOUNCEMENTS

- 12.1 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Parties to this Agreement, (such consent not to be unreasonably withheld or delayed), except as required by Applicable Law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

13. LICENSEE'S WARRANTY, OBLIGATIONS, UNDERTAKINGS & COVENANTS

- 13.1 Licensee warrants and represents to Licensor that:
1. It is licensed by the Curaçao Gaming Control Board to carry on remote gambling business, under Master Gaming License Number B2C-FFWEYSQK-1668JAZ.
 2. It is duly registered and in good standing under the laws of Curaçao and that it has the full power to enter into (and to exercise its rights and performs its obligations under) this Agreement and when executed this Agreement will constitute valid, lawful and binding obligations on it, in accordance with its terms.
 3. Subject to clause 18, it has complied and will continue to comply with all Applicable Law relevant to its entering into this Agreement and performing its obligations (including the Service) and exercising its rights under this Agreement, (all as amended, supplemented or replaced from time to time) together with any laws, rules, regulations, orders, directives and other requirements issued by any legislative body or regulatory body under

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Applicable Law as may be applicable to the activities or place of business of that Party.

4. It shall provide the Services in accordance with the Agreement, with reasonable care and skill and in accordance with Good Industry Practice.
5. It obtained and shall maintain, at all times during the Service Period, and thereafter if and as required under Applicable Legislation, all regulatory licenses, approvals, accreditations, authorisations, permits and certificates (and any renewals thereto) required under Applicable Legislation for the purpose of providing the Services and to otherwise perform its obligations under this Agreement to the Licensor.
6. Licensee warrants on a continuing basis that it does not have any physical presence in the Territory; and that in providing the Service under Clause 5 Licensee warrants that it does not use in relation to that Service any third party providers of services relating to marketing which have a physical presence in the Territory and shall not do so except with the prior written approval of Licensor in its discretion; and that its contracts with providers of payments services in respect of the Service are with providers located outside the Territory; and that if there is any change(s) in the circumstances which are the subject of this warranty, Licensee shall notify Licensor of any such change(s) as soon as reasonably practicable.
7. The License Fee (and all material provisions of this Agreement relating to its calculation) is no less favourable than the equivalent royalty terms which have been agreed (or, if not yet agreed at the date of this Agreement, have been or will be agreed) between Licensee and any other party with whom Licensee has contracted to provide services which are the same as or equivalent to the Service in the Territory or any part of the Territory. If Licensee agrees any such royalty terms which are more favourable than the License Fee, then Licensee shall promptly notify Licensor in writing, giving full details of such terms, and such terms (or an equivalent thereof, having regard to this Agreement) shall automatically be applied to this Agreement with effect from the date of such notice from Licensee.
8. It has the financial means to make good for the Cash Balance Liability.

14. PARTIES' INDEMNITY

- 14.1 Licensee undertakes to indemnify Licensor from and against any claim or action and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Licensor as a result of, or in connection with or arising from Licensee's failure to comply with this Agreement.
- 14.2 Licensor undertakes to indemnify Licensee from and against any claim or action and shall be responsible for any losses, damages, costs (including all legal fees) and

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expenses incurred by or awarded against Licensee as a result of, or in connection with or arising from Licensor's failure to comply with this Agreement.

15. LICENSOR'S OBLIGATIONS, WARRANTIES AND REPRESENTATIONS

15.1 Licensor warrants and represents, to Licensee that:

1. Organization and Authority. Licensor has the full power to enter into and perform its obligations under this Agreement.
2. Rights to Brand and any 888 Materials. Licensor represents and warrants that, as of the date hereof, subject to the terms of this Agreement:
 - (a) Licensor has the right and authority to provide the Licence to Licensee;
 - (b) As far as it is aware the Brand and any 888 Materials do not infringe any Intellectual Property Rights of third parties in the Territory;
 - (c) There is no outstanding order, judgment, decree, or stipulation binding on Licensor or any of its Affiliates, and neither Licensor nor any of its Affiliates is a party to or bound by any agreement, restricting the licensing of the Brand and any 888 Materials in the Territory as contemplated by this Agreement.

16. EXPORTED PLAYERS

16.1 In the event that any Players and/ or any of the Customer Database is migrated, transferred or utilised by or from the Licensee and / or the Service to a different brand or service such that those Players and/or such Customer Database (or any part thereof) is being utilised or serviced (as applicable) without incorporating the Brand and/or using the Service (the "**Alternative Service**"), such Players and/or Customer Database shall be referred to as the "**Exported Players**".

16.2 A licence fee as set out in paragraph 2.2 of Schedule 2 shall be payable by the Licensee to the Licensor in respect of such Exported Players for the remainder of the Service Period.

16.3 The Licensee shall comply with the provisions of clauses 5.13, 9 and 10 in respect of Exported Players.

17. DATA PROTECTION

17.1 Each of Licensor and Licensee shall comply at all times with the Data Protection Legislation in respect of any Player Data (including any Special Category Data) and Affiliate Data processed by it pursuant to this Agreement.

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- 17.2 Each of Licensor and Licensee acknowledge and agree that the Licensor is currently the Data Controller of the Customer Database and Affiliate Data. During the migration of the relevant Customer Database, the Licensor and the Licensee will be joint-Data Controllers of the Customer Database and Affiliate Data. Following the completion of the migration, the Parties will be independent Data Controllers of the Customer Database and Affiliate Data.
- 17.3 Upon termination of this Agreement and subject to both Data Protection Legislation and clause 22, Licensor shall become the Controller of Player Data.
- 17.4 Each of Licensor and Licensee agree that where there is a transfer of the Customer Database and/or Affiliate Data to a third-country without an adequacy decision, they shall implement appropriate safeguards which include entering into Standard Contractual Clauses.
- 17.5 Licensee's Processor has the technical means to receive and retain the Customer Database and Affiliate Data in a secure manner in accordance with Good Industry Practice, Data Protection Legislation and for the purposes outlined in the Licensor's and the Licensee's respective privacy notices.
- 17.6 The Customer Database (including any Special Category Data) and Affiliate Data will only be processed in accordance with Data Protection Legislation.
- 17.7 During the period where the Customer Database and Affiliate Data is being migrated both the Licensor and the Licensee agree to mutual cooperation to ensure the parties are operating in accordance with Data Protection Legislation including but not limited to assisting with matters relating to information security and personal data breach.
- 17.8 Licensee hereby covenants and undertakes with effect from the date of the Initial Migration or transfer of Affiliate Data as applicable, Licensee shall in every respect comply with all Data Protection Legislation in relation to the Migrating Customer Personal Data and/or Affiliate Data including (but not limited to) the processing of the personal Data and enquiries from data subjects and any relevant Supervisory Authority concerning processing of the Migrating Customer Personal Data and/or Affiliate Data by Licensee including subject access and other rights requests and any claims made by data subjects.
- 17.9 The Licensor shall inform Migrating Customers of the change of Data Controllers at least ten (10) Business Days prior to their relevant Migration Date in accordance with the Migration Plan.
- 17.10 Once the Licensee has received the Migrating Customer Personal Data following a successful migration, the Licensee shall, in accordance with the Migration Plan, send their relevant Privacy Notice to each data subject identified in the Customer Database in the form set out in part 3 of Schedule 5.

18. REGULATORY COMPLIANCE AND REGULATORY CHANGE

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18.1 Notwithstanding anything to the contrary set out herein:

1. Licenser acknowledges that the Service will be provided in accordance with the Gambling Licence and the regulation of the Curaçao Gaming Control Board; and
2. Licenser and Licensee agree and acknowledge to each other that each of them makes no representation or warranty that the Service may be lawfully offered to persons located in the Territory and will have no liability of any nature to the other in relation to any claim, action, proceeding or other liability, including from any Competent Authority, that may arise at any time in relation to the offer of the Service to persons in the Territory.

18.2 Changes to the Service required as a result of mandatory changes in Applicable Law will be implemented by Licensee as soon as practicable and in any event no later than the effective date of such Applicable Law.

18.3 In the event that the Territory or any country within the Territory becomes regulated at any time during the Term such that a gambling licence is required and is obtained by Licensee or any of its Affiliates in respect of the Territory or any relevant part of the Territory (the "**Regulated Territory**"), Licensee shall ensure that the Service is the Primary Service operated by Licensee and its Affiliates in any relevant Regulated Territory. In this clause "**Primary Service**" means the remote sports and casino gambling service that receives the majority of the marketing spend by Licensee and its Affiliates out of all of the remote sports and casino gambling services operated by the Licensee and its Affiliates in the relevant Regulated Territory.19. **ANTI BRIBERY**

Licensee confirms it adheres (and will continue to adhere during the Term) to Licenser's Anti-Bribery Policy which shall be provided to Licensee from time to time and in full and is compliant with the Bribery Act 2010 (UK). Any instances of actual or potential bribery should be reported to Licenser's money laundering reporting officer, and will be promptly investigated. If an incident proves serious enough it may result in disciplinary procedures and external reporting.

20. **EMPLOYEES**

Employees: the persons employed by VISL (or who would have been so employed if they had not been dismissed in the circumstances described in Section 78F(1) of the Gibraltar Employment Act) in the Transferring Business at the relevant Transfer Dates (which, at the date of this Agreement, consists of those persons whose names/details are set out in Schedule 6 (*The Employees*)).

Employee Objections: means the express written objections received from any one or more of the Employees to the transfer of their employment to Digitalbeat Limited in accordance with the Transfer Regulations.

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Gibraltar Employment Act: means the Employment Act (being Principal Act No 1932-16) of Gibraltar.

Gibraltar SRP Order: means the Conditions of Employment (Redundancy Pay) Order, 2001 (being Subsidiary Order 2001/064) of Gibraltar.

Initial Transfer Date: means the date to be agreed by Licensor and Licensee to be a date shortly before the Launch Date.

Subsequent Transfer Date: means the Exclusivity Date.

Transfer Regulations: means any applicable law and/or legislation regulating the rights, relationships, conduct, employment and/or benefits of any transferring employees in Gibraltar (and/or any other applicable jurisdiction(s)), including, without limitation, and where applicable, the Acquired Rights Directives 77/187/EEC and 2001/23/EC (or, for the avoidance of doubt, any successor directives) (the “**Employee Transfer Directives**”) and/or any national legislation implementing, deriving from and/or supplemental to the Employee Transfer Directives including, without limitation, Part VIB (*Transfer of Undertakings*) of the Gibraltar Employment Act.

Transferring Business: means that part of the business related to the Migrating Customers and Licence which the Licensee proposes to acquire or licence upon and subject to the terms of this Agreement.

Transfer Dates: means the Initial Transfer Date and the Subsequent Transfer Date.

- 20.1 The Parties acknowledge and agree that the player migration and Licence pursuant to this Agreement will, on and from the relevant Transfer Dates, constitute a relevant transfer for the purposes of the Transfer Regulations and, accordingly, that it will not operate so as to terminate the contracts of employment of any of the Employees, which, subject only to the Employee Objections, shall each have effect upon and from the relevant Transfer Dates as if originally made between Digitalbeat Limited on behalf of the Licensee and each of the Employees. The Parties acknowledge that part of the Transferring Business is effectively acquired or licensed to Licensee on the Initial Transfer Date and the remainder is acquired or licensed to Licensee on the Subsequent Transfer Date. As such certain Employees’ (to be notified by Licensor) employment will be transferred to Digitalbeat Limited in accordance with the Transfer Regulations on the Initial Transfer Date and the remainder of the Employees’ employment will be transferred on the Subsequent Transfer Date.
- 20.2 The Parties acknowledge and agree that all relevant provision of information to and (to the extent necessary) consultation with the Employees (and/or their representative(s)), as the case may be) will be undertaken after the date of this Agreement but prior to their relevant Transfer Date.
- 20.3 The Licensee shall, in consideration of the Licensor’s obligations under this Agreement, indemnify and keep indemnified each of the Licensor and VISL from and against all liabilities, losses, charges, costs (including legal and/or other professional costs), claims and/or demands, whatsoever arising out of, pursuant to, under and/or in connection with (a) any failure by the Licensee and/or Digitalbeat Limited to comply

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with and/or undertake its/their obligations and/or duties arising out of, pursuant to, under and/or in connection with the Transfer Regulations (including, in particular, but without limitation pursuant to section 78K(4) (*duty to inform and consult representatives*) of the Gibraltar Employment Act) and/or (b) any claim(s) and/or proceeding(s) brought and/or judgment(s) and/or award(s) made against the Licensor and/or VISL arising out of, under, pursuant to and/or in connection with section 78M(9) (*failure to inform or consult*) of the Gibraltar Employment Act as a result of the Licensee and/or Digitalbeat Limited failing, wholly and/or in any part(s), to pay compensation to an Employee following an order made against the Licensee or Digitalbeat Limited under section 78M(7) (*failure to inform or consult*), section 78M(8)(b) (*failure to inform or consult*) and/or section 78M(11) (*failure to inform or consult*) of the Gibraltar Employment Act.

- 20.4 The Licensee (for itself and also as agent of Digitalbeat Limited) irrevocably acknowledges and agrees that each of the Licensor and VISL has fully complied with its obligations to provide “employee liability information” (as defined in the Transfer Regulations) under section 78I (*Notification of employee liability information*) of the Gibraltar Employment Act and otherwise with its/their duties arising out of, pursuant to, under and/or in connection with the Transfer Regulations. The Licensee (for itself and also as agent of Digitalbeat Limited) furthermore acknowledges and undertakes that neither it nor Digitalbeat Limited shall bring any claim(s), action(s) and/or proceeding(s) arising out of, under, pursuant to, relating to and/or in connection with any actual and/or alleged failure of the Licensor and/or VISL and/or any one or more of its/their advisors, agents and/or representatives to comply with its/their obligations to provide “employee liability information” in accordance with the Transfer Regulations in the Employment Tribunal and/or any other court, tribunal and/or forum competent to hear such claim and, so far as is permitted by law, the Licensee (for itself and also as agent of Digitalbeat Limited) hereby irrevocably waives, releases and forever discharges any and all right(s) and/or entitlement(s) to bring, pursue and/or continue such any such claim(s), action(s) and/or proceeding(s).
- 20.5 Upon the relevant Transfer Date, VISL and the Licensee (on behalf of itself and Digitalbeat Limited) shall together deliver to each of the Employees (other than those Employees who have provided Employee Objections) a letter, the form of which has been agreed by the Parties and signed by or on behalf of each of VISL, the Licensee and Digitalbeat Limited, notifying such Employees of the transfer of their employment to Digitalbeat Limited as and from the relevant Transfer Date.
- 20.6 If any claim(s), action(s) and/or proceeding(s) is/are brought, pursued and/or continued against the Licensor and/or VISL arising out of, pursuant to, under and/or in connection with the transfer of any of the Employees, the Licensee and Digitalbeat Limited shall, each at its own sole expense, provide the Licensor and/or VISL on request with all such co-operation, assistance and/or information which may be reasonably relevant to such a claim(s), action(s) and/or proceeding(s)
- 20.7 As between the Parties inter se, all salaries and other emoluments including holiday pay, taxation and Social Insurance contributions and contributions to retirement

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benefit schemes relating to the Employees shall be borne by the Licensor and/or VISL up to and including the relevant Transfer Date of each such Employee and by the Licensee and/or Digitalbeat Limited with effect from the relevant Transfer Date of each such Employee.

20.8 The Licensor and/or VISL shall pay Licensee (on behalf of Digitalbeat Limited) the amount of redundancy payments paid to any of the Employees up to an aggregate cap of £113,566.70 (based on the total of all Employees set out in Schedule 6 and if not all Employees are dismissed within the time period below then such cap shall be adjusted accordingly) (the “**Cap**”) in the event that any Employees are dismissed by Digitalbeat Limited or the Licensee pursuant to a fair redundancy process and are paid redundancy payments (in the minimum sum payable to such redundant Employee in each respective case in accordance with the Gibraltar SRP Order) within 6 months of such Employee’s relevant Transfer Date. For the avoidance of doubt, such payment by the Licensor and/or VISL to the Licensee (on behalf of Digitalbeat Limited) is limited to the amount of the cap of the Cap in relation to redundancy payments, and not in relation to any other claims any one or more Employee(s) may claim against Digitalbeat Limited and/or the Licensee arising out of, under, in relation to and/or in connection with the Transfer Regulations, the termination of their employment and/or any other act, event, obligation and/or omission occurring and/or arising on and/or after the Migration Date.

20.9 The Licensee confirms, represents and warrants to the Licensor that it is duly and properly authorised to act as agent on behalf of Digitalbeat Limited in respect of this clause 20 and the actions contemplated by this clause 20. The Licensee covenants, undertakes and agrees that it shall be liable for the actions and/or omissions of Digitalbeat Limited arising out of, under, in relation to and/or in connection with the Transfer Regulations and/or this clause 20 as if they were the actions and/or omissions of Licensee.

21. TERMINATION

21.1 If a notice is served under this clause 21, the Parties shall meet within seven (7) days of the date of such notice and endeavour to agree a plan for the winding down of the Service provided by Licensee pursuant to this Agreement and the transition, subject to clause 22, of the Player Information) to Licensor (an “**Exit Plan**”).

21.2 Either Licensor or Licensee may terminate this Agreement in full (in respect of the Territory) or in part (in respect of one or more countries within the Territory) with immediate effect on notice to the other if:

1. there is a Force Majeure Event where that Party is entitled to terminate pursuant to clause 25.2, the notice period being as set out in clause 24.1;
2. the terminating party, acting reasonably, determines there has been a Regulatory Change affecting the Territory (or part of the Territory) in relation to remote gambling or any associated matter (such as payment

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processing) or affecting the terms of the Gambling Licence itself, with the effect that Licensee and/or its subcontractors are unable to provide the Service in compliance with its Gambling Licence or that the continuation of this Agreement is likely to jeopardise any licence or authorisation issued to the terminating party by any Competent Authority or any other regulatory or governmental authority which is required by such party to conduct its business; or

3. a Competent Authority (being for these purposes a gambling regulator with jurisdiction over the Parties) provides a notice to that Party requiring it to terminate this Agreement, the notice period being as much notice as the terminating Party can reasonably provide to the non-terminating Party in the circumstances.

21.3 Either Licensor or Licensee may terminate this Agreement immediately by giving notice to the other:

1. if the other commits a material breach of the terms of this Agreement and having received from the Party not in breach written notice of such breach stating the details of the breach and what is required to remedy the breach and the intention to terminate this Agreement for material breach of contract if it is not so remedied, fails to remedy the breach within 30 days; and/or
2. if the other:
 - (a) ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement); or
 - (b) becomes insolvent; or
 - (c) is unable to pay its debts as they fall due; or
 - (d) has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business; or makes any composition or arrangement with its creditors; or
 - (e) an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or
 - (f) takes or suffers any similar or analogous procedure to any of the events described at clause (b) to clause (e) in any jurisdiction.

21.4 Licensor may terminate this Agreement:

1. upon providing not less than 30 days' prior written notice if there is a change of Control of either Party, provided that no right to terminate will

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arise in the event of a change of Control of Licensee: (i) in the event of succession on death of a Controlling entity of Licensee; and/or (ii) where the new controlling party is an Affiliate of Licensee; and/or (iii) where Licenser provided its prior written approval of such change of Control of Licensee, which shall not be unreasonably withheld; and/or (iv) where (if capable of remedy) the Licensee has remedied such change of Control to the satisfaction of the Licenser such that the Controlling entity of Licensee is approved by Licenser within 30 days of the change of Control (or such relevant regulatory deadline if shorter in the event that the change of Control has regulatory implications) ; or

2. immediately on written notice in the event that Licensee's Gambling Licence for the time being is suspended or revoked at any time; or
3. upon providing not less than 30 days' prior written notice in the event that Licensee's Gambling Licence is no longer under the jurisdiction of the Curacao or at least an equivalent tier of regulatory jurisdiction; or
4. in respect of any country within the Territory or as a whole upon providing not less than 10 days' prior written notice if any of its banking or finance arrangements prohibit, or the relevant financial institution asserts that any such arrangement prohibits, the arrangements between the Parties as contemplated in this Agreement; or
5. in respect of any country within the Territory or as a whole upon providing not less than 10 days' prior written notice if Licensee is in breach of its warranty in clause 13.16 or where a notice has been given to Licenser of a change in circumstances as contemplated in clause 13.16, and Licenser determines, in its reasonable discretion, that given such change of circumstances it would be impossible for Licenser to continue with the terms of this Agreement or would otherwise cause Licenser or any of its Affiliates to commit an offence by doing so; or
6. in respect of any country within the Territory or as a whole in the event that Licenser receives an opinion from a barrister (the "**Barrister**") with knowledge and expertise in the relevant area of law with a minimum of 10 years' practice, that the continuation of this Agreement in respect of such country is likely to jeopardise any licence or authorisation issued to Licenser by any Competent Authority or any other regulatory or governmental authority which is required by Licenser or any of its Affiliates to conduct its business.

22. **EFFECT OF TERMINATION**

- 22.1 If this Agreement is terminated pursuant to clause 21 or is otherwise terminated or expires, all the rights and obligations of the Parties for the period commencing from the effective date of such termination or expiry will cease immediately, but this shall

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not prejudice the existing rights and liabilities of the Parties at such date nor the continuation of this Agreement and its terms to give effect to those rights and liabilities or to implement post-Termination transactions whether financial or otherwise.

22.2 Subject to clauses 22.4 to 22.8 below and any Exit Plan, upon termination by either party for any reason, or expiry, of this Agreement, Licensee shall, if Licensor so requests, transfer the database of all Player Information (in such manner and in such format as shall be agreed between the Parties and in accordance with all applicable Data Protection Legislation) to Licensor.

22.3 On termination or expiry of this Agreement for any reason (without prejudice to any other right or remedy to which Licensor or Licensee may be entitled under this Agreement):

1. Licensee shall pay to Licensor any undisputed sums due to Licensor under this Agreement;
2. Subject to clauses 22.4 to 22.8 below and any applicable data protection regulation, Licensee shall close all Players' accounts on the Sites and/or under the Brand within thirty 30 days of the date of termination or expiry of the Agreement and the Players' accounts will be closed at the point of transfer of Player Information to Licensor and a list of Players' balances shall be provided to Licensor within twelve (12) hours, and if so required by Licensor, the balance held on the Players' accounts as detailed in the list shall be transferred to an account nominated by Licensor within three (3) Business Days. For the avoidance of doubt, reference to the closing of the Players' accounts on the Sites in this clause 22.3 does not refer to the closing of such Players' accounts on other sites operated by the Licensee or its Affiliates which are not connected to the Service or the Brand;
3. Licensee shall cease to use any 888 Materials (including the Brand) and shall delete or deliver up to Licensor all items containing 888 Materials which Licensee has in its possession or under its control; and
4. each Party shall return to the other at its own expense all confidential, secret or proprietary information of the other (including all copies in whatever form of any such information) and undertake not to use that information for any purpose.

22.4 In the event that this Agreement is terminated by Licensor pursuant to a change of control of Licensor in accordance with clause 21.41, Licensee shall not transfer the database of all Player Information to Licensor and in consideration of that, Licensee shall, upon termination, pay the Termination Fee to Licensor to an account notified in writing by Licensor within 10 Business Days of the Termination Notice Date. For the avoidance of doubt, Licensee shall close all Players' accounts on the Site on termination.

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- 22.5 In the event that this Agreement is terminated by Licensor pursuant to a change of control of Licensee in accordance with clause 21.41 Licensor shall not, unless otherwise agreed, receive a copy of all Player Information.
- 22.6 In the event that this Agreement is terminated by Licensor pursuant to a material breach of this Agreement by Licensee in accordance with clause 21.31 (without prejudice to any other right or remedy to which Licensor may be entitled under this Agreement):
1. Licensee shall transfer the database of all Player Information (in such manner and in such format as shall be agreed between the Parties and in accordance with all applicable Data Protection Legislation) on termination and Exit Plan;
 2. Licensee shall pay the Termination Fee to Licensor on termination; and Licensee shall close all Players' accounts Sites.
- 22.7 In the event that this Agreement is terminated by Licensee pursuant to a material breach of this Agreement by Licensor in accordance with clause 21.31, unless otherwise agreed by the Parties, Licensor shall not be transferred the database of all Player Information. For the avoidance of doubt, Licensee shall close all Players' accounts on the Sites on termination.
- 22.8 In the event that a first Renewal Period is not agreed following the expiry of the Initial Period and this Agreement expires:
1. In the event that Licensee confirmed it agreed it would renew this Agreement for the Renewal Period on substantially the same terms but Licensor confirmed it would not agree to renew for such Renewal Period:
 - (a) If requested by Licensor, Licensee shall transfer the database of all Player Information (in such manner and in such format as shall be agreed between the Parties and in accordance with all applicable Data Protection Legislation) on expiry of the Agreement, provided that Licensor shall pay the Non-Renewal Termination Fee to Licensee and Licensee shall close all Players' accounts on the Sites on termination. 50% of the Non-Renewal Termination Fee shall be paid to Licensee within ten (10) Business Days of the expiry of this Agreement and the remaining 50% of the Non-Renewal Termination Fee shall be paid to Licensee within ten (10) Business Days of the completion of the transfer of the Player Information to Licensor; or
 - (b) If Licensor does not elect to be transferred the database of all Player Information, no Non-Renewal Termination Fee is payable by Licensor. For the avoidance of doubt, Licensee shall close all Players' accounts on the Sites on termination.
 2. In the event that Licensee confirmed it would not agree to renew for the Renewal Period on substantially the same terms:

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- (a) If requested by Licensor, Licensee shall transfer the database of all Player Information (in such manner and in such format as shall be agreed between the Parties and in accordance with all applicable Data Protection Legislation) on expiry of the Agreement. For the avoidance of doubt, Licensee shall close all Players' accounts on the Sites on termination; and
- (b) Licensee shall pay the Non-Renewal Termination Fee to Licensor on termination.

22.9 The termination fee (the "**Termination Fee**") means a fee of six (6) times the average monthly Licence Fee paid to Licensor in the preceding six (6) calendar months prior to the Termination Notice Date ("**Termination Fee**"). In the event that not all countries with the Territory are subject to termination, the Termination Fee shall be adjusted such that only the relevant Licence Fee generated from the country(ies) being terminated are included in the calculation of the Termination Fee.

1. For the avoidance of doubt an example of the calculation of the Termination Fee is as follows:-

Six Months Prior To Termination Date	Licence Fee in Month (£m)
Month 1	10
Month 2	12
Month 3	15
Month 4	12
Month 5	15
Month 6	20
Monthly Average	14
6 x Monthly Average	84

22.10 The termination fee to be paid by the Licensor or Licensee (as applicable) in accordance with clause 22.8 ("**Non-Renewal Termination Fee**") means a fee of sixty (60) times the average monthly Licence Fee paid to Licensor in the preceding sixty (60) calendar months prior to the expiry of the Initial Period.

22.11 For the purpose of this clause, in relation to the transfer of the Player Information, in the event that not all countries with the Territory are subject to termination, where applicable, the relevant Player Information relating to the country(ies) being terminated shall be transferred.

23. LIMITATION OF LIABILITY

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- 23.1 Neither Party excludes or limits liability to the other Party for:
- (a) fraud or fraudulent misrepresentation; or
 - (b) that Party's liability to the other under clause 11.3;
 - (c) any matter in respect of which it would be unlawful for the parties to exclude liability.
- 23.2 Subject to Clause 23.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill; or
 - (b) indirect or consequential loss.
- 23.3 Clause 23.2 shall not prevent claims that fall within the scope of Clause 23.4, for direct financial loss that is not excluded under any of the categories set out in 11.2; or
- 23.4 Subject to Clause 23.1 Licensor and VISL's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall in all circumstances be limited to £100,000.
- 23.5 Licensee shall indemnify Licensor against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Licensor arising out of or in connection with the processing of the Relevant Data on and from the Migration Date ("**Claims against Licensor**"), except to the extent that the Claims against Licensor have arisen out of or in connection with any negligence or wilful default of Licensor.
- 23.6 Licensor shall indemnify Licensee against any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Licensee arising out of or in connection with the processing of the Relevant Data prior to the Migration Date ("**Claims against Licensee**"), except to the extent that the Claims against Licensee have arisen out of or in connection with any negligence or wilful default of Licensee.
- 23.7 In relation to any claim for indemnity under this Agreement, each Party agrees that, in respect of third party claims (a "**Claim**"), the indemnified party shall:
- 1. give written notice of the Claim to the indemnifying party as soon as reasonably practicable;

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2. not make any admission of liability or compromise in relation to the Claim or agree to pay any settlement of any Claim without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed;
 3. at the indemnifying party's request and expense and on providing adequate security to the indemnified party for any liability under the indemnity, allow the indemnifying party to conduct the defence of the Claim including settlement; and
 4. at the indemnifying party's request and expense, co-operate and assist to a reasonable extent with the indemnifying party's defence of the Claim.
- 23.8 If a payment due from one Party ("**First Party**") under this agreement is subject to tax (whether by way of direct assessment or withholding at its source), the other Party ("**Second Party**") shall be entitled to receive from the First Party such amounts as shall ensure that the net receipt, after tax, by the Second Party in respect of the payment is the same as it would have been were the payment not subject to tax.

24. NOTICE

- 24.1 Any notice or other communication required to be given to a Party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by prepaid first class post or other next Business Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business or in the case of Licensee at the address of its agent specified in clause 35.3 of this Agreement, or sent by email to the addresses below:
1. A notice by email to Licensor shall be sent to the following address or such other address as Licensor may notify the other Parties from time to time:
Email: legal@888williamhill.com.
 2. A notice by email to VISL shall be sent to the following address or such other address as Licensor may notify the other Parties from time to time:
Email: legal@888williamhill.com.
 3. A notice by email to Licensee shall be sent to the following address or such other address as Licensor may notify the other Parties from time to time:
Email: Attention: Legal at <mailto:info@sunflowerseed.co>.
- 24.2 Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by email, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient, at the time of sending, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 24.3 This Clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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24.4 For the purpose of this Clause 24, writing shall include e-mail.

25. FORCE MAJEURE

25.1 If a Party is hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event.

25.2 If the suspension continues for more than 30 days either Party may terminate this Agreement by giving not less than thirty (30) days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will be extinguished and ineffective and the Agreement will continue as if it had never been served.

26. ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

26.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies for, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26.3 No Party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

27. VARIATION

27.1 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28. SEVERANCE

28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

28.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 28.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. THIRD-PARTY RIGHTS

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- 29.1 No one other than a Party to this Agreement shall have any right to enforce any of its terms.

30. COSTS

- 30.1 Each Party shall pay their own costs and expenses incurred in relation to the negotiation, preparation and completion of this Agreement and any documents referred to herein.

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31. WAIVER

31.1 In relation to the rights of each party under this Agreement:

1. rights may be exercised as often as necessary;
2. rights are cumulative and not exclusive of any right or remedy provided by law;
3. rights may be released or waived as regards any party without affecting the liability of any other party; and
4. rights may only be waived specifically in writing (and any delay in exercising, or non-exercise of, any right will not constitute a waiver of that right).

32. NO ASSIGNMENT

32.1 Other than contemplated under this Agreement, no right, interest, or obligation arising under this Agreement may be assigned, transferred or otherwise disposed of or dealt with, in whole or in part, by any party without the prior written agreement of the other parties.

33. COUNTERPARTS

33.1 This Agreement may be executed in any number counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

33.2 Transmission of an executed counterpart by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

33.3 No counterpart of this Agreement shall be effective until each Party has executed and delivered at least one counterpart.

34. MISCELLANEOUS

34.1 The Parties hereto shall, and shall procure that any necessary third parties over whom they have control shall, and shall use their respective reasonable endeavours to procure that any other necessary third parties shall, do, execute and perform all such further deeds, documents, assurances, acts and things as any of the Parties hereto may reasonably require by notice in writing to the others to carry out the provisions of this Agreement.

Execution version

- 34.2 A person who is the permitted successor to, or assignee of the rights of, a Party to this Agreement is deemed to be a Party to this Agreement and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

35. GOVERNING LAW AND JURISDICTION

- 35.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

- 35.2 The Parties irrevocably agree that the courts of Gibraltar shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

- 35.3 Licensee irrevocably appoints Digital Beat Limited as its agent to receive on its behalf in Gibraltar, service of any proceedings under this Agreement. This service shall be deemed completed on delivery to that agent (whether or not it is forwarded to and received by Licensee) and shall be valid until Licensor has received prior written notice from Licensee that its agent has ceased to act as agent. If, for any reason, its agent ceases to be able to act as agent or no longer has an address in Gibraltar, Licensee shall immediately appoint a substitute acceptable to Licensor and deliver to Licensor the new agent's name, address and contact details within Gibraltar.

This Agreement has been entered into as a deed on the date stated at the beginning of it.

Execution version

SCHEDULE 1
CUSTOMER DATABASE

- 1. The Customer Database shall comprise:**
 - 1.1 An encrypted password protected WinZip folder using AES256 standard comprising: the list of Migrating Customers as notified by Licensor.
 - 1.2 The right to use (subject to the Migrating Customer's legal rights in that respect):
 - (a). the Data;
 - (b). the Customer Database; and
 - (c). to deal with and contact the Migrating Customers and migrate the Customer Database to Licensee's System.
- 2. Data shall be limited to:**
 - 2.1 Agreed personal details relating to the Migrating Customers, including all available contact information; and
 - 2.2 cash balance liabilities for each Migrating Customer.

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SCHEDULE 2: CALCULATION OF LICENSE FEE

1. Definitions

1.1. In this Schedule, the following terms shall have the following meanings, all other capitalised terms shall have the meanings set out in clause 1 of the Agreement:

"Bonus Converted" means the total amount of bonuses granted to Players which are withdrawable after all wagering requirements are completed.

"Cash Balance Excess" means the amount of the Cash Balance Liability which exceeds USD250,000.

"Jackpot Wins" means the total amount of gross winnings of Players pursuant to jackpot games.

"NGR" means $(\text{Total Bets} - (\text{Total Wins} - \text{Jackpot Wins}) - \text{Bonus Converted})$ generated in connection with the Brand - Tax.

"Tax" means in the event any country within the Territory which becomes a Regulated Territory, any gaming taxes or other taxation charged on the gross gaming revenue generated by Players in such Regulated Territory pursuant to the Service which are applicable and payable by Licensee in respect of the Service.

"Total Bets" means the bets received from Players accessing the Service.

"Total Wins" means the total amount of gross winnings of Players.

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2. Calculation of License Fee

2.1. The License Fee payable to Licensor shall be calculated on a monthly basis as follows:

2.1.1. In respect of NGR generated from Direct Customers, 24.5% of NGR; and

2.1.2. In respect of NGR generated from Migrating Customers, 37.5% of NGR subject to any applicable deductions below.

The amount of the Cash Balance Excess shall be deducted from the amount payable to Licensor in accordance with paragraph 2.1.2 in 18 (eighteen) equal monthly instalments for the first 18 (eighteen) months from the Initial Migration Date, provided that if the amount of License Fee pursuant to paragraph 2.1.2 is not sufficient to cover the relevant instalment of the Cash Balance Excess, such excess instalment shall be rolled over to be deducted from the following month's License Fee calculated pursuant to paragraph 2.1.2.

2.2. In the event that any Players become Exported Players, the Licence Fee payable to the Licensor in respect of such Exported Players shall be calculated on a monthly basis as follows:

2.2.1. in respect of Direct Customers that become Exported Players, 50% of the Licence Fee that would have been payable under paragraph 2.1.1 had the NGR been generated pursuant to the Service rather than the Alternative Service; and

2.2.2. in respect of Migrating Customers that become Exported Players, 50% of the Licence Fee that would have been payable under paragraph 2.1.2 had the NGR been generated pursuant to the Service rather than the Alternative Service; and

2.2.3. for the avoidance of doubt, the Licence Fee shall also include 100% of the Licence Fee payable to the Licensor in accordance with paragraph 2.1 to the extent Exported Players continue also access the Service.

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SCHEDULE 3 888 MATERIALS

1. Unregistered Marks and Devices



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SCHEDULE 4 REPORTING

1. Licensee shall set up the following daily, weekly and monthly reports in respect of each of Migrating Customers, Direct Customers and, if applicable, Exported Players:

1.1 Daily:

	Player Reporting												
	DATE												
	Latest Day vs. Previous Day			Latest Day						Previous Day			
	Latest Day	Previous Day	Variance	Casino	Live Casino	Sports	Other	Total	Casino	Live Casino	Sports	Other	Total
Bet Amt (000')													
GGR (000's)													
GGR Margin													
NGR													
Actives													
Registrations													
FTDs													
Conversion Rate													

1.2 Weekly:

	Player Reporting												
	DATE												
	WTD vs. WTD Last Year			Current Year WTD					Previous Year WTD				
	Latest Week	Week Last Year	Variance	Casino	Live Casino	Sports	Other	Total	Casino	Live Casino	Sports	Other	Total
Bet Amt (000')													
GGR (000's)													
GGR Margin													

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NGR													
Actives													
Registratio ns													
FTDs													
Conversion Rate													

1.3 Monthly:

Player Reporting													
DATE													
MTD vs. MTD Last Year			Current Year MTD						Previous Year MTD				
	Latest Month	Month Previous Year	Variance	Casino	Live Casino	Sports	Other	Total	Casino	Live Casino	Sports	Other	Total
Bet Amt (000')													
GGR (000's)													
GGR Margin													
NGR													
Actives													
Registratio ns													
FTDs													
Conversion Rate													

1.4 Annually:

Player Reporting													
DATE													
YTD vs. YTD Last Year			Current Year YTD						Previous Year YTD				
	Latest Year	Previous Year	Variance	Casino	Live Casino	Sports	Other	Total	Casino	Live Casino	Sports	Other	Total

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Bet Amt (000')													
GGR (000's)													
GGR Margin													
NGR													
Actives													
Registratio ns													
FTDs													
Conversion Rate													

2. All daily, weekly and monthly reporting is provided daily (including weekends) and is automated and is to be used only for indicative performance purposes. It excludes all jackpot adjustments which are only calculated and agreed with games suppliers at the end of each calendar month. For the purpose of calculating the NGR, the finalised report will be provided by the fifteenth (15th) day of each calendar month following the month in question, which will include a reconciliation of any adjustments made in respect of NGR for jackpot winnings, to the extent required.

Licensors may request further information relating to the calculation of NGR.

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SCHEDULE 5

Part 1 MIGRATION PLAN

Licensor and Licensee shall agree the Migration Plan in accordance with clause 2.2, which shall include the following items:

1. Estimated Launch Date.
2. Estimated Initial Migration Launch Date
3. Relevant Migrating Customers for Initial Migration
4. Estimated date for Customer Notice for relevant Migrating Customers for Initial Migration(which shall not be less than 10 Business Days prior to date of Initial Migration) and notice to Migrating Customer Affiliates
5. Form of Customer Notice and form of notice to Migrating Customer Affiliates
6. Form of Privacy Notice
7. Any other proposed notices to be sent to the relevant Migrating Customers
8. Estimated date for Initial Migration and transfer of Affiliate Data.
9. Relevant Migrating Customers for each Subsequent Migration
10. Estimated date for Customer Notice for relevant Migrating Customers for each Subsequent Migration (which shall not be less than 10 Business Days prior to date of such Subsequent Migration)
11. Estimated date of each Subsequent Migration

Part 2 CUSTOMER NOTICE

The Customer Notice shall be sent by Licensor to the Migrating Customers and shall be agreed by Licensee and Licensor and shall include the following items:

1. That from the relevant Migration Date the relevant Migrating Customer's account will be serviced by Licensee.
2. That the Migrating Customer's Cash Balance will be honoured by Licensee provided the Migrating Customer complies with Licensee's registration requirements.
3. The personal information Licensor has on file for the Migrating Customer will be provided to Licensee in order for Licensee to provide such services to Migrating Customers.
4. Licensee shall be the data controller of Migrating Customer's personal information and such information will be processed in accordance with Licensee's privacy notice.
5. Licensee's privacy notice shall be made available to the Migrating Customer.
6. That Licensee shall be in touch on how to register for an account with Licensee.
7. By registering with Licensee, that Migrating Customer releases and discharges Licensor from any liability it has to the Migrating Customer in respect of its Cash Balance.

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8. That Licensor will retain a copy of the Migrating Customer's personal information for its legal, regulatory and internal purposes.

Part 3

PRIVACY NOTICE

The Privacy Notice shall be sent by Licensee to the Migrating Customers and shall be agreed by Licensee and Licensor and shall include the following items:

1. Licensee will honour Migrating Customer's Cash Balance on the basis that Migrating Customer:
 - (a) Agrees to Licensee's Terms and Conditions of Service;
 - (b) Agrees Licensor can transfer Personal Data to Licensee; and
 - (c) Releases and discharges Licensor from any liability to Migrating Customer in respect of their Cash Balance.

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SCHEDULE 6

THE EMPLOYEES

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SCHEDULE 7

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EXECUTION PAGE

Executed by:
**VIRTUAL GLOBAL DIGITAL SERVICES
LIMITED**

Andrew Anthony

.....
authorised signatory on behalf
of the Corporate Director,
Virtual Internet Services
Limited

Executed by:
**VIRTUAL INTERNET SERVICES
LIMITED**

Andrew Anthony

.....
authorised signatory

Executed by:
SUNFLOWER SEED B.V.


.....
authorised signatory

Gertjan Hammar