

LICENSING AGREEMENT

This Licensing Agreement is made as of 26 October 2023 (Signing Date) by and between:

Omega Interactive Limited, a company incorporated under the laws of Isle of Man with company number 016999V, with its registered office at PO Box 227, Peveril Buildings, Peveril Square, Douglas, Isle of Man, IM99 1RZ (hereinafter: “**Omega**”),

and

Geeker Technology Co. Ltd, a company incorporated under the laws of Cyprus, with company number HE 415878, with its registered office at 6 Agias Marinas, Germasogeia, Limassol, 4044 Cyprus (hereinafter: the “**Merchant**”).

Omega and Merchant shall be hereinafter collectively referred to as “**Parties**” and separately as “**Party**”.

RECITAL

- Whereas** Omega has all requisite rights to license the rights in and to the Software (as defined hereunder); and
- Whereas** the Merchant has examined the Software and wishes to render its End Users (as defined herein below) with the ability to use the Software under its own brand name(s) by using a Customized Branded Interface (as defined hereunder) provided by Omega, as hereinafter specified; and
- Whereas** the Merchant desires to obtain from Omega, and Omega agrees to grant the Merchant the Services (as defined hereunder) and the right to use and to enable its End Users to use the Software, and all as further provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, and pronouncing that the above preamble and the annexes attached hereto form an integral part of this Agreement and giving each of them the same binding force as the body of this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “**Agreement**” means this written software license agreement including any supplementary agreements and/or any other appendices, schedules or amendments which may be attached hereto with the consent of both Parties.
- 1.2. “**Applicable Legislation**” means all applicable legislation, regulations and any and all directives and/or guidelines of the Regulator (as defined herein below) and any applicable regulatory or governmental authority relating (as the context requires) to each party's obligations under and/or pursuant to this Agreement.
- 1.3. “**API**” shall mean the set of documented access and integration methods and routines via which the Software shall be made available. Such access and integration methods and routines may include, without limitation, authentication data, financial data, events, network communications, programming languages and function calls and library routines, provided as part of the Software.
- 1.4. “**Back Office**” shall mean the online application provided as part of the Software, as stipulated in the Annex A.
- 1.5. “**Bets Rules**” shall mean the bets rules applicable to the Events and which shall be defined by Omega in accordance with generally acceptable industry standards and made available to the End Users.
- 1.6. “**Bet/s**” shall mean all money sums (not including free bets or voided or cancelled wagers) wagered by an End User on the outcome of an Event through the Software.

- 1.7. **“Business Activity”** means Licensee’s activity in the provision of gambling services to End Users online.
- 1.8. **“Business Working Days”** shall be considered as Monday through Friday from 9am to 6pm Bulgarian time and excludes weekends and public holidays.
- 1.9. **“Commercial Launch Date”** shall mean the date when the Software is first made available on the Merchant’s Website to End Users for real-money gambling.
- 1.10. **“Customized Branded Interface”** or **“CBI”** shall mean the customized End-User interface of the Software provided as part of the Software, as stipulated in Section 5.2.
- 1.11. **“Documentation”** shall mean the reference manuals that explain the use and operation of the Software and any other documentation provided by Omega to the Merchant in relation to Software and/or Services to be provided under this Agreement, whether in printed or electronic form, and shall include any revisions thereof.
- 1.12. **“Effective Date”** means – Signing Date
- 1.13. **“End Users”** shall mean any person and/or legal entity, which registers with and fully accepts the terms of the Website(s) and may access and/or use the Software and/or Services via the Website(s). For removal of doubt it is hereby agreed and declared by Omega that it shall take all commercially reasonable efforts to ban and geo-block any and all End Users attempting to access the Software or Services from an IP address of one of the Excluded Territories.
- 1.14. **“EU Data Protection Law”** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**“GDPR”**).
- 1.15. **“Events”** shall mean any event or game, the outcome or result of which is available for the End User to wager on.
- 1.16. **“Excluded Territories”** shall mean the jurisdictions as detailed in Annex E (**“List of Allowed Territories”**) and any other jurisdiction, in which the Products and Services are or become strictly prohibited, as well as any restricted jurisdiction that pertains to the specific Products as further detailed in Annex A, as may be amended by Omega from time to time upon written notice to the Merchant.
- 1.17. **“Force Majeure”** shall mean as defined in Section 18.1.
- 1.18. **“Group”** means, in respect of a Party, the parent company of that company, together with every subsidiary of that parent company; a company is a ‘subsidiary’ of another company, its “parent company”, if (and for as long as) the other company (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.
- 1.19. **“Gross Gaming Revenues”** shall mean the sum of gross stakes of all the Verified and Graded Bets placed within a calendar month, less all Winnings distributed or to be distributed to End Users with respect to such Verified and Graded Bets.
- 1.20. **“Intellectual Property Rights”** shall mean, without limitation, all intellectual property rights, whether or not patentable, including without limitation, rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent

applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.

- 1.21. **“License Fee”** shall mean as stipulated in Annex B.
- 1.22. **“Regulator”** shall mean any applicable regulatory or governmental authority relating (as the context requires) to each Party’s obligations under and/or pursuant to this Agreement.
- 1.23. **“Revenue”** shall mean the Sports Revenues and the Partners Revenues (where applicable).
- 1.24. **“Partners Revenues”** shall mean the Gross Gaming Revenues generated by End Users in EUR each calendar month.
- 1.25. **“Products and Services”** shall mean the products and services as stipulated in Annex A attached herein.
- 1.26. **“Set Up Fee”** shall mean the initial one-time fee for the set-up of the Software and the Services, as stipulated in Section 0.1 of Annex B.
- 1.27. **“Skin”** shall mean a new skin of the Software which is part of the same single shared Merchant Software and which is different from the other skins in the following elements: i) Logo, ii) Texts and iii) colour and theme. In order to avoid any doubts, changes to an existing functionality or an addition of a new functionality or changes in the design of the layout are not considered as Skin.
- 1.28. **“Software”** shall mean the Products and Services as stipulated at Annex A including but not limited to the stand alone sports betting turnkey solution, and any related proprietary software applications including but not limited to, the CBI, the Back Office, the API, web pages.
- 1.29. **“Sports Revenues”** shall mean the Gross Gaming Revenues generated by End Users in connection with Sports Betting products, in EUR each calendar month.
- 1.30. **“Sport Solution”** shall mean the software developed exclusively by Omega directly for the purpose of offering sports betting and live sports betting services to Merchant and End Users including the CBI and Documentations.
- 1.31. **“Territory”** shall mean territory where Licensee can lawfully operate its Business Activities under and in accordance with its Merchant License with the exception of the Excluded Territories.
- 1.32. **“Term”** shall mean the term of this Agreement, as stipulated in Section 15.1.
- 1.33. **“Verified Bets”** shall mean Bets that have been accepted by the Software by End-Users and which are designated unique identifier bet numbers by the Software.
- 1.34. **“Verified and Graded Bets”** shall mean Verified Bets which have been graded as win, draw, lost or voided by the Software in accordance with the results of the relevant Event.
- 1.35. **“Winnings”** shall mean the funds or prizes won by the End User as a result of Bet(s) placed by the End User being graded as a winning bet by the Software in accordance with the results of the relevant Event (excluding winning derived from free bets).

2. GRANT OF USE, PROMOTION AND DISTRIBUTION LICENSE

- 2.1. During the Term and subject to Merchant’s payment of the License Fee, Omega hereby grants Merchant the non-exclusive, non-assignable, non-transferable, non-sub-licensable, royalty-bearing, right and license to use the Software in the Territory, for the purpose of: (i) reproducing and granting to an unlimited number of End Users sublicenses and enabling its End Users who are residents of the Territory to use the Software, in object code form only for the purpose of

placing Bets on Events, and (ii) advertising, marketing and promoting the Software by means of the CBI in the Territory in accordance with the terms and conditions hereof (the “**Licensed Rights**”).

- 2.2. In addition to the rights granted under Sections 2.1. above and except to the extent prohibited by Applicable Legislation, subject to Omega’s prior written approval for each specific sub-licensee (a “**Sub-Licensee**”), the Merchant may sublicense the Software in the Territory during the Term (provided that such sublicense is granted to a Sub-Licensee as a part of a license agreement entered into between the Merchant and such Sub-Licensee under which the Merchant shall provide the Sub-Licensee the Software with other online gaming products as part of the Merchant’s online offering).
- 2.3. Nothing in this Agreement shall prohibit Omega from granting licenses with respect to the Software to any other third parties. Without derogating from the aforementioned, Omega shall have the right to produce and license the Software or any other software and/or products with the same Events, Bets, odds, games, Bets Rules, Products and Services and/or design as in the Software and/or the CBI but under different brands.
- 2.4. Merchant hereby grants to Omega and Omega’s Providers, a royalty-free license in the Territory, to use Merchant’s trademarks, including without limitation, Merchant’s logos and/or trade names, in any medium and/or manner, including without limitation Omega and Omega’s Providers’ websites, for the purpose of marketing and promoting the Software and Services, conducting press release or other types of public announcement related to this Agreement and/or the transactions contemplated hereby, provided always that the prior written approval of Merchant has been obtained, such approval not to be unreasonably withheld. For the avoidance of doubt, Omega and Omega’s Providers shall cease such use of Merchant’s trademarks immediately at the effective termination of this Agreement, regardless of the reason of such termination.

3. **EXCLUDED TERRITORIES**

- 3.1. The Software shall be blocked and not be used, marketed or promoted in Excluded Territories. Omega reserves the right to block additional jurisdictions from time to time after giving the Merchant an advance notice of seven working days. The Merchant agrees and warrants that it and its Sub-Licensees (if applicable under Section 2.2) will not allow End Users located in any of the Excluded Territories to register an account and they shall not provide Internet gambling services for real money to such End Users.
- 3.2. It is hereby clarified that the Merchant may not offer the Products and Service in the United Kingdom unless he holds a relevant license for United Kingdom. Merchant may not offer the Products and Services in the United States of America.
- 3.3. To the extent that any Excluded Territory becomes a territory in which the offering of the Products and Services, or any part thereof, is no longer prohibited, the Parties shall agree in good faith on the commercial terms of the offering of such Products and Services in said territory. Subject to the Parties’ mutual consent, such territory shall be included in the Territories where the Software is licensed. Application costs for a new approval of the Software in a newly regulated territory shall be covered in full by the Merchant. Omega will support such approval process and consider making any necessary changes to the Software as deemed commercially viable. Such decision shall at all times be made at the sole discretion of Omega.
- 3.4. All rights and licenses not expressly granted to Merchant herein are reserved by Omega. The Merchant shall be required to receive Omega's prior written approval with respect to any the trademarks under which the Merchant wishes to market, promote and use the Software save that the Merchant will be entitled to feature such trademarks on the Websites(s) where the Software is offered subject to compliance with 9.2 below.

4. **WARRANTIES AND REPRESENTATIONS**

- 4.1. Each Party represents and warrants to the other Party that in respect of itself:
 - 4.1.1. it is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business), and is fully qualified and empowered to own its assets and carry out its business;
 - 4.1.2. the Agreement's execution, delivery and/or performance does not conflict with any agreement, understanding or documents to which it is a party; and
 - 4.1.3. it has sufficient capacity, power, authority and right to enter into, execute and deliver this Agreement and to duly observe and perform the covenants and obligations contained herein.
- 4.2. Omega warrants and represents that it has all the necessary experience and expertise to provide the Software and Services to the Merchant as set forth in this Agreement.
- 4.3. Omega represents, warrants and covenants to the Merchant that:
 - 4.3.1. It has all Intellectual Property Rights necessary to license the Sport Solution and render the Services to the Merchant under the terms of this Agreement;
 - 4.3.2. It has the necessary experience and expertise to provide the Services. Notwithstanding the foregoing, the Merchant shall be required to receive Omega's prior approval (which shall not be unreasonably withheld or delayed) of the brand name(s) under which the Merchant wishes to market, promote, use and to enable its End Users to use, the Software.

5. **THE SOFTWARE AND SERVICE**

- 5.1. Subject to Merchant's compliance with all the terms and conditions under this Agreement, Omega shall make the Software available for utilization by the End Users through a specifically dedicated section within the Website(s).
- 5.2. Omega shall provide Merchant with access to the Software, including the Back Office, in accordance with functionalities set out in Annex A, subject to 5.4 and 5.6 below functioning.
- 5.3. Omega shall provide Merchant with the Services stipulated in Annex A. Such Services shall include but are not limited to the maintenance and support services as set out in the "Service Level Agreement" attached hereto as Annex C.
- 5.4. Omega will not be liable for any failure to provide the Software or Services in accordance with schedule set out in Section 5.3. above, where, and to the extent that, such failure is caused by: (i) a delay on the part of the Merchant or anyone acting on its behalf to perform its obligations pursuant to this Agreement; or (ii) an event of Force Majeure.
- 5.5. The CBI shall be customized by Omega by adjusting the "look and feel" according to the Merchant's preference within Omega's guidelines. Merchant shall not include or otherwise integrate to the Website(s) any overlaying text, banners or interfaces other than those approved by Omega. Omega retain the right to remove such or otherwise demand that Merchant shall remove them.
- 5.6. The CBI and Software are provided "as is" and Omega shall not be liable to the Merchant, its End Users for any error or malfunction of the system.
- 5.7. The Software shall be made available and displayed to the End-Users in English. Merchant shall not be allowed to change the End User's currency or language settings after the initial log-in of any End-User without Omega's prior written consent. Subject to Applicable Legislation, the Merchant and Omega may, from time to time, agree to add language and currency options without any additional costs and expenses to the Merchant, provided that Merchant will carry out, at its own expense, all translation work in connection with the addition of any language.

- 5.8. Any and all amounts shall be paid to Omega by Merchant or paid to Merchant by Omega in EUR. Amounts not stipulated in EUR shall be converted into EUR according to the exchange rate set by the European Central Bank ("ECB") at the date of payment.
- 5.9. The Services and Documentation are provided in the English language. Parts of the Services and/or Documentation are currently available in additional languages. Omega shall use commercially reasonable efforts to ensure that any additional languages do not in conflict with the English version of the Services and Documentation. However, Omega disclaims any liability and responsibility with respect to such additional languages, including without limitation, any errors or omission thereto.
- 5.10. The Events and/or Bets available through the CBI, including without limitation any deduction and/or addition and/or change of Events and/or Bets and/or Bets Rules, shall be determined by Omega and Merchant in order to comply with local regulation in jurisdictions where the Merchant is providing services to End Users. It is hereby agreed between the Parties that any deduction and/or addition and/or change shall become effective only following 3 days after giving written notice to the Merchant, except if such change must become effective prior to the end of such period to comply with applicable regulatory requirements, in which case such change will become effective in accordance with such regulatory requirements.
- 5.11. It is hereby agreed and clarified that, unless explicitly stated otherwise herein in this Agreement, no services or license granted herein shall be provided under a specific license (including without limitation any gaming license). Without derogating from the foregoing, it is hereby agreed and clarified the Services or Licensed Rights are not provided under Omega's IOM GSC license (whether currently held or otherwise to be provided to Omega) unless otherwise mutually agreed upon in writing by both Parties.

6. DUE DILIGENCE / PROBITY CHECK

Upon the signature of this Agreement, for the purpose of allowing Omega to comply with its obligations imposed by Regulators, Merchant shall provide Omega with, as a minimum, the following due diligence documents, and will during the term of this Agreement undertakes to provide updates to those documents (where applicable): (i) Certificate of Incorporation; (ii) Memorandum of Association and Articles of Association; (iii) Register of Directors and Shareholders; (iv) Licenses from Regulators; and (v) copy passport for each Director.

7. LICENSING / CERTIFICATIONS

- 7.1. The Parties will cooperate in good faith and use commercially reasonable efforts to comply with the requirements of all applicable laws and Regulator(s).
- 7.2. Merchant is obliged to comply at its own expense with all relevant statutory and licensing obligations for running its gambling operation in the Territory. Merchant hereby undertakes that it has obtained and shall maintain throughout the Term the applicable gambling licenses, approvals and permits from the Regulator. Merchant is solely responsible for ensuring that at any time during the Term it follows all legal, tax and license regulations, guidance and policies in relation to its offerings in the Territory.
- 7.3. Regulatory Compliance and Games Approval. Merchant shall be responsible for and shall bear all costs and expenses in respect of obtaining and retaining for the duration of the Term, all necessary requisite permits, licenses, consents or other authorizations required under any Applicable Legislation within the Territory. The Parties shall cooperate and provide assistance to each other to the extent reasonably required or necessary. Notwithstanding the foregoing, in the event that Merchant does not hold the necessary and required gaming license to offer its services at the Effective Date, Merchant undertakes to obtain such license no later than 30 days following the Effective Date or the Commercial Launch Date – the earliest.

- 7.4. Any certification or licensing costs which relates to the Merchant business operation or otherwise any such cost applicable to Omega as a result of any request or development required by Merchant (and approved by Omega) or in any way resulting out of or in connection with any regulatory or technical requirement of the Regulator – in as much as they relate to Merchant's Business Activity - shall solely be borne by Merchant unless otherwise agreed in writing by both Parties.
- 7.5. The Parties agree to cooperate with valid and applicable requests, inquiries or investigations of any Regulator or law enforcement agencies in connection with the performance of this Agreement. If any regulatory approval and/or license or permit necessary for performance of this Agreement is denied, suspended, or revoked, a Party may terminate the Agreement immediately solely with respect to the activity directly affected by the denial, suspension, or revocation.

8. SYSTEM MAINTENANCE AND UPGRADES; NEW FUNCTIONALITIES

- 8.1. Omega may conduct, from time to time, periodical upgrades and maintenance activities to the CBI and related Software. The Merchant acknowledges and accepts that such periodic system maintenance is required and may require system downtime. Omega shall endeavour to provide the Merchant with as much prior notice as possible, prior to such maintenance activities, and shall further endeavour that such maintenance shall not exceed four (4) hours without the prior approval by Merchant.
- 8.2. Omega may agree, from time to time, to add new functionality and/or to enhance an existing functionality that will be made available to the Merchant's End Users free of any additional costs and expenses to the Merchant. Merchant may, request Omega, from time to time, to develop new functionality or to customize an existing functionality and Omega, at its sole discretion, reserve the right to agree or reject such request and further reserves the right to charge the Merchant for all the related costs, subject to such costs being agreed between the Parties.
- 8.3. In critical cases, as defined at Omega's reasonable discretion, Omega shall be entitled to suspend the Software and Services, or cancel any Bets, immediately and without prior notice, provided however that Omega informs Merchant of such suspension or cancellation and the reasons for the foregoing actions as soon as practically possible, and shall lift effects of such actions as soon as practically possible.

For the purposes of this section "critical cases" shall mean those cases identified by Omega as given rise to a material suspicion that a fraudulent or otherwise collusive behavior is taking or is likely to take place via the use of the Software or otherwise the identification of a malfunction which may give rise to an excessive or otherwise undo winnings to end users.

Omega shall not be held liable or responsible for any claim or demand relating, directly or indirectly, to such suspension or cancellation, provided that Omega's decision in such matters has been exercised in a reasonable manner and provided that the foregoing conditions are observed.

- 8.4. Merchant acknowledges and agrees that, from time to time, Omega may, at its sole discretion, upgrade, update or perform maintenance works to the Software. In any such case, Omega shall be entitled to suspend the Services and Software with a five (5) days prior written notice to Merchant, provided that such suspension shall not exceed four (4) hours without the prior approval by Merchant.

9. OBLIGATIONS OF THE MERCHANT

- 9.1. The Merchant shall use the Software and Services in full compliance with Applicable Legislation. The Parties acknowledge that the scope and level of Software and Services licensed to Merchant may be reduced or adjusted by Omega if and to the extent necessary to make its offering compliant with, and viable under, Applicable Legislation.
- 9.2. The Merchant acknowledges that it will be responsible for marketing and promoting the Software to potential End-Users. Subject to Applicable Legislation, Merchant shall use its reasonable

efforts to actively and effectively advertise, market and promote the Software as widely as reasonably possible. For the foregoing purpose Omega shall permit the Merchant to use Omega's content and trademarks on the Website(s), as shall be further explicitly approved in advance and writing by Omega.

- 9.3. The Merchant is obliged to comply, at its own expense, with all relevant statutory and licensing obligations for operating and managing its gambling operation. Merchant is solely responsible for ensuring that at any time during the Term it follows all legal, tax and license regulations, guidance and policies in relation to its offerings for each market / country in which they are offered by the Merchant. Omega cannot be held responsible or liable should its services be provided in a manner which does not comply with the required regulations, guidance and policies. The Merchant shall be solely responsible for the deployment of appropriate measures to prevent the delivery of any of the Services to End Users under the age of eighteen (18) years as well as exclude potential End User from the Excluded Territories.
- 9.4. Any specific translations required for the CBI or other modules of the Software, will be done by the Merchant through the Back-Office tools provided by Omega.
- 9.5. The Merchant is responsible for the day to day operational activities of the Website as well as for the full range of the relationship between its online services, the End Users and its authorities, including but not limited to: End Users' registration process, relationships with payments providers, payments' management as deposits, withdrawals, fraud, chargeback's, customer care and support, payment of winnings, affiliates management, bonuses, taxes, data and communication with authorities
- 9.6. The Merchant shall market and promote the Software to its own customer database via such means as it shall consider being commercially desirable. The Merchant shall ensure that all marketing and promotion of the Software are truthful, not misleading and comply with Applicable Legislation. Without derogating from the foregoing, Merchant undertakes to ensure that any promotion or marketing of the Software is executed in accordance with any applicable data protection legislation, regulation and guidelines and further undertakes to obtain any and all required consents from End Users.
- 9.7. Merchant shall be obligated to make the Bets Rules provided by Omega available to End Users including any change and update thereto and to clearly and visibly display the Bets Rules either by a hyperlink or by any other method as deemed appropriate by the Merchant. Similarly, Merchant shall be obligated to ensure that (i) End-Users agree to a suitable end-user license agreement as part of their registration process and (ii) End-Users are provided with a suitable privacy policy which provides for the disclosure by Merchant to Omega of any required information in order to fulfil the commercial intent of the Agreement.
- 9.8. Merchant shall be fully responsible to collect any funds from End Users, including without limitation, Verified Bets, and to pay any funds payable to End-Users, including without limitation, the Winnings, and to refund End-Users in case of any Bet cancellations.
- 9.9. Merchant shall make all reasonable efforts to prevent fraud and money laundering related directly or indirectly to the Software or Services or the use thereof. Upon reasonable suspicion of fraud or money laundering, Omega shall be entitled, at its sole discretion and without derogating from any of its other rights herein, to suspend any End User from using the Software and cancel any Bets, provided that Omega has provided Merchant with a written notice regarding said suspicion and Merchant did not take any reasonable steps to verify said suspicion within forty-eight (48) hours of the receipt of notice.
- 9.10. Payment of Fees. Merchant shall be obliged to pay Omega all fees as stated in this Agreement. Without prejudice to any other right and/or action available to Omega under the applicable law and this Agreement, Omega shall be entitled to suspend and/or block completely its Software and Services if the Merchant fails to make any payment of the fees stipulated under this Agreement within seven (7) days after receiving written warning notice.

10. FEES AND REQUIRED PAYMENTS; AUDIT & INSPECTION

- 10.1. In consideration of providing the Software and Services and performing all its other obligations under this Agreement, Omega shall be entitled to receive all the fees and payments (including, without limitation, the Set Up Fee) – all in accordance with the terms of this Agreement, including, without limitation, Annex B.
- 10.2. All fees in the Agreement shall exclude any taxes, duties, fees, excises or tariffs imposed on any of Merchant's activities in connection with the Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be borne by Merchant. All payments to be made by Merchant to Omega hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes (including withholding and value added taxes) imposed or levied by any jurisdiction from or through which such payment is made by Merchant or any authority therein or thereof having power to tax in connection with the performance by Merchant of its obligations under this Agreement ("**Applicable Taxes**") unless Merchant is compelled by law to make payment subject to such Applicable Taxes. In the event that Merchant is so compelled by law, all Applicable Taxes shall be paid by Merchant promptly upon its becoming aware that it is obliged to pay the same. Merchant will indemnify Omega in respect of all such Applicable Taxes, and, if any Applicable Taxes or amounts in respect thereof must be deducted from any amount payable or paid by Merchant hereunder, Merchant shall pay such additional amounts as may be necessary to ensure that Omega receives a net amount equal to the full amount which it would have received had such payment not been subject to such Applicable Tax. For the avoidance of doubt, nothing in this Agreement shall create any obligation for Merchant to pay any income or corporation tax liabilities of Omega.
- 10.3. After the end of each calendar month, Omega shall issue to Merchant an invoice setting out the Fees and such invoice shall be paid by Merchant to Omega within fourteen (14) days from the date of receipt of the invoice by Merchant by a bank transfer from its designated bank account to a bank account appointed by Omega. If a payment is not made on a timely manner by Merchant, Omega shall send Merchant a written notice specifying Merchant's failure to pay the fee when due. In the event that the fee shall not be paid within seven (7) days as of the receipt of said notice, Omega shall have the right, at its sole discretion, to immediately suspend any use of the Service and/or any Software and/or any license granted, until full payment of any outstanding amount(s) is made by Merchant to Omega, and/or terminate the Agreement should Merchant fail to make any and all outstanding payment(s) to Omega within fifteen (15) days from the date on which the Merchant received Omega's written notice.
- 10.4. During the Term and for a period of one (1) year after the expiry or termination of the Agreement, irrespectively of the cause for termination, Merchant shall keep all usual and proper records and books of account and all usual and proper entries to substantiate any fees and funds received or paid with respect to the use of the Software and Services by the End Users as set forth in the Agreement.
- 10.5. During the Term and for a period of one (1) year thereafter, Omega shall be entitled to appoint at its own cost an independent external auditor (the "**Auditor**") to examine the accounting records of Merchant in order to confirm the calculation and payment of the License Fees and any other fees payable to Omega hereunder. Merchant shall fully co-operate with the Auditor and the audit shall take place at Merchant's principal place of business. If any underpayment at the rate of five percent (5%) or more is discovered by the Auditor, the actual and reasonable costs of that audit shall be borne by the Merchant. The results of the audit shall be binding on the Parties and the Merchant shall promptly pay Omega any underpayment amount and shall set-off from the next payment due to Omega any amount revealed by the audit to have been overpaid to Omega or in the event that an overpayment at the rate of five percent (5%) or more is discovered by the Auditor, during the Term and for a period of one (1) year Omega shall promptly refund such overpayment.

11. CONFIDENTIALITY; PRESS RELEASES

- 11.1. The Parties hereby acknowledge and agree that during the Term, either Party may have access to or become acquainted with various trade secrets and other confidential and proprietary information of the other Party, including, without limitation, any and all technical, non-technical and proprietary information such as: software programs, software source documents, products, Party's lists, billing information, affiliate information, End User Data, personnel, business and contractual relationships, business plans and strategies and all reports and summaries which contain or otherwise reflect or are generated from any of the foregoing (all of the foregoing is hereinafter referred to as the "**Confidential Information**"). Both Merchant and Omega (and each are bound to ensure that their respective Owner(s), Directors, Officers, employees, consultants, sub-contractors, and agents shall be contractually bound to keep confidential these information during the term of their relationship and thereafter), shall use their best efforts to protect each other's Confidential Information from improper disclosure and will not, during or after the Term or thereafter, directly or indirectly, use or disclose any such Confidential Information to any person, firm or corporation for any reason or purpose whatsoever, nor shall either Party, for itself or in any representative or other capacity, utilize any such Confidential Information in any manner for its own account or the account of others, except in connection with its performance under this Agreement. The foregoing restrictions shall not apply to any Confidential Information which the receiving Party is able to demonstrate, through clear and convincing evidence: (i) is or becomes generally available to the public through no action, direct or indirect, by the receiving Party; (ii) is or becomes available to it from a source, who is not bound to a confidentiality agreement or similar restriction; or (iii) is disclosed by the receiving Party pursuant to applicable federal, state or local laws or regulations or pursuant to subpoena or judicial order; *provided, however*, that the receiving Party notifies the disclosing Party in writing of such regulation, subpoena or judicial order and provides the disclosing Party with adequate time to respond before it makes such disclosure. The terms and conditions of this Section 11 are material obligations and the violation of which shall result in a material breach of this Agreement.
- 11.2. No Party shall cause the publication of any press release related or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other Parties, unless a press release or announcement is required by law. If any such announcement or other disclosure is required by law, the disclosing party agrees to give the receiving Party prior notice and an opportunity to comment on the proposed disclosure.

12. **INTELLECTUAL PROPERTY RIGHTS**

- 12.1. Omega's name and logo shall not be displayed on Websites whenever the Software and Services is promoted, unless Merchant is instructed otherwise by Omega.
- 12.2. Except as expressly permitted by this Agreement, or specifically authorized in writing and in advance by Omega, Merchant shall not, nor permit others to use, copy, modify, create derivative works from or distribute the Software, Services, CBI and Documentation, or any part thereof, or any copy, adaptation, transcription, or merged portion of it, decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software, Services, CBI and Documentation or any part thereof or remove any copyright, proprietary or similar notices from the Software (or any copies of it), Services, CBI and Documentation or combine the Software, Services, CBI and Documentation with any unauthorized software (except for the translation thereof into different languages upon prior written approval from Omega).

13. **NON-SOLICITATION**

- 13.1. Merchant agree that during the Term and for twelve (12) months after the termination thereof, regardless of the reason for the termination, it will not, directly or indirectly, solicit or attempt to solicit any business from Omega, including, without limitation, its potential customers, partners and vendors.
- 13.2. Merchant agree that during the Term and for twelve (12) months after the termination thereof, regardless of the reason for the termination, directly or indirectly, on Merchant's own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee or sub-contractor of Omega or one of Omega's subsidiaries or related companies.

14. **NON-COMPETITION AND NON-EXCLUSIVITY**

The Parties agree that during the Term, Omega shall provide Merchant with Sports Solution on a non exclusive basis.

15. **TERM AND TERMINATION**

- 15.1. This Agreement shall commence and be deemed effective as of the Effective Date of this Agreement and shall be valid for 2 years commencing at the Commercial Launch Date (the "**Initial Term**"). This Agreement shall be automatically renewed at the end of the Original Term for periods of 1 year each ("**Renewal Period**") unless either Party gives at least 90 days written notice of non-renewal to the other Party prior to the expiration of the Initial Term or any applicable Renewal Term. For the avoidance of doubt, the Initial Term together with any applicable Renewal Term shall be considered the "**Term**".
- 15.2. Either Party may terminate the Agreement if any of the following events of default occur: (i) the other Party materially fails to perform or comply with any provision of the Agreement, and such breach is not remedied within fourteen (14) days as of the receipt of a written notice from the non-breaching Party, detailing the nature of the breach; or (ii) if the other Party becomes insolvent, enters into bankruptcy, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, and such procedure is not lifted within a period of fourteen (14) days.
- 15.3. **Termination for Legal Reasons.** Notwithstanding Section 15.1, if Applicable Legislation prohibits the offering of the Software in the Territory, either Party may terminate this Agreement. Each party reserves the right to withdraw the Service if any perceived, implied or real legal threat would impact such Party's brand or commercial credibility as a result of any legal definitions that may consider such Party to be facilitators, administrators or accomplices in illegal activities. Should the Merchant not discontinue such operation, Omega shall have the right to terminate this Agreement as a whole with immediate effect.
- 15.4. **Termination due to Failure to Pay.** Notwithstanding Section 15.1, Omega shall have the right to discontinue the Services provided under this Agreement and terminate this Agreement with immediate effect by notice in writing to Merchant if Merchant fails, within 14 days of receipt of a written notice by Omega to pay any amount payable to Omega which has not been disputed in good faith before falling due.
- 15.5. **Termination due to Change in Ownership.** Notwithstanding Section 15.1, Omega shall have the right to terminate this Agreement with immediate effect by notice in writing to Merchant if any Competitor directly or indirectly acquires control over Merchant. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than twenty percent (20%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person operating, managing, or marketing a product or service which is in direct competition with or functionally equivalent to Omega's products and services. A typical competitor is a business to business provider within the gaming industry. If Omega chooses not to terminate this Agreement, then the Agreement shall remain in force and the Merchant shall continue to owe all Fees through the duration of the contract.

- 15.6. **Other causes for Termination.** Any false statement or declaration made by a Party or any of its directors, employees or representatives to any customer, Regulator whatsoever, concerning the other Party, any of its products and/or services provided under this Agreement and/or any other aspect of its business, irrespective of whether such statement or declaration shall have caused any actual damage to the other Party, its business or its regulatory position in the gaming industry, shall in itself constitute a cause for immediate termination of this Agreement by such other Party, without any liability towards the offending Party.
- 15.7. Omega's right of termination under this section shall remain without prejudice to the payment by Merchant of any outstanding fees due to Omega under this Agreement as well as any other remedy available to Omega for the recovery of any damages under Applicable Legislation.
- 15.8. **Effects of Termination.** Upon the expiration or termination of this Agreement, for whatever reason, the Merchant and/or any company within the Merchant Group of companies, and any of its Sub-Licensees (if applicable under Section 2.2) shall immediately cease the right to use the Software under this Agreement, and:
- 15.8.1. Omega will promptly shut down the operation of the Software on the Website(s).
- 15.8.2. Merchant shall destroy any and all copies of the Software and Documentation which for any reason cannot be delivered to Omega.
- 15.8.3. All outstanding sums payable to Omega shall immediately become due and payable. For avoidance of doubt, the Merchant shall be liable for any fee that may become due for the unconsumed portion of the Term, (or Renewal Term), subject to the terms of this Section 14.
- 15.8.4. An officer of the Merchant shall confirm in writing to Omega that all proprietary material relating to the Software and Documentation has been delivered to Omega or destroyed

In the event where this Agreement is only partially terminated in relation to particular Skin or part of the Software, the above provisions a) – d) shall apply in relation to such Skin only and/or the relevant part of the Software.

- 15.9. Sections 10.4, 10.5 ("Audits and Inspections"), 1 ("Confidentiality"), Section 2 ("Intellectual Property Rights"), Section 14 ("Non-Competition"), Section 6 ("Indemnification; Limitation of Liability") and Section 19 ("Miscellaneous") and any other section that by its nature is meant to survive termination, shall survive termination and expiration of this Agreement irrespective of the cause for termination.
- 15.10. Upon termination of the Agreement for whatever cause, Merchant and **Omega** shall within ten (10) Business Working Days pay to the other Party any and all outstanding balances of fees and other due fees. Immediately upon date of termination (i) any licenses granted to Merchant with respect to the Software and Services shall be automatically terminated and Merchant shall remove any and all references to the Software and Services occurring on the Merchant's websites or otherwise as a part of Merchant's gaming establishment.

16. **INDEMNIFICATION; LIMITATION OF LIABILITY**

- 16.1. **Limitation of Liability.** Except as otherwise provided herein, each Party acknowledges and agrees that the Other Party will not be liable to the Other Party for any special, indirect, consequential, punitive or exemplary damages, or damages for lost profits or savings arising from any claim or action hereunder based on contract, tort or other legal theory, and whether advised of the possibility of such damages.

- 16.2. WITHOUT DEROGATING FROM SECTION 16.1, IN THE EVENT A PARTY SHOULD BECOME LIABLE TO THE OTHER PARTY (A “CLAIMANT”), THE MAXIMUM AGGREGATE LIABILITY OF SUCH PARTY FOR ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING (INCLUDING BY WAY OF CONTRACT AND/OR UNDER AN INDEMNITY) IN TORT (INCLUDING NEGLIGENCE OR ANY OTHER THEORY OF LAW), SHALL BE LIMITED TO THE LESSER OF THE ACTUAL AMOUNT OF LOSS OR DAMAGE SUFFERED BY CLAIMANT OR THE SUM OF LICENSE FEE PAYABLE BY MERCHANT TO OMEGA WITHIN THE THREE MONTHS PRIOR TO THE LOSS PROVIDED THAT THERE SHALL BE NO LIMITATION ON LIABILITY OF MERCHANT TO OMEGA IN RESPECT OF UNPAID LICENCE FEES.
- 16.3. indemnification obligations are subject to indemnified Party fully complying with the following obligations:
- 16.3.1. promptly notifies the indemnifying Party of any claim or allegation that could give rise to the indemnity;
 - 16.3.2. makes no admissions in relation to such claim or allegation without the indemnifying Party’s prior consent;
 - 16.3.3. takes reasonable action (including assisting the indemnifying Party), at the cost of indemnifying Party, to mitigate the effect or quantum of such claim or allegation; and
 - 16.3.4. permits indemnifying Party to handle such claim or allegation and make all decisions in any subsequent proceedings and conduct negotiations for agreement or settlement.
- 16.4. Should the Merchant become the subject of an infringement claim of any intellectual property right in relation to the Software, or if Omega or the Merchant reasonably believe that the Merchant may become subject to such claim, Omega may, at its own discretion on the basis of reasonable commercial considerations, select one of the following three remedies:
- 16.4.1. Procure for the Merchant, at no additional cost to the Merchant the right to continue using the allegedly infringing Software on terms reasonably similar to the terms set out in this Agreement; or
 - 16.4.2. Replace or modify the allegedly infringing Software in a manner which makes the use thereof non infringing without compromising the functionality or performance of the Software; or
 - 16.4.3. Remove the allegedly infringing Software.
- 16.5. Either party shall indemnify and hold the other and any member of its Group harmless of and from any liability finally imposed by a court of law arising out of (i) any breach of the Party’s obligations, warranties and representations contained in this Agreement, demand or action in connection with infringement or alleged infringement of such party’s rights arising from or in any way connected with the Website(s), any content or domain name in connection therewith or any of the Party’s marketing activities, and (iii) any action taken by any Regulator or a governmental authority against the other party as a result of any act or omission of the Party or anyone acting on its behalf.
- 16.6. Nothing in this Agreement shall be construed in any way as reducing or affecting a Party’s general duty to reasonably mitigate its damages or losses.

17. **GOVERNING LAW AND JURISDICTION**

This Agreement and any matters relating hereto shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Royal Courts of Justice, London.

18. **FORCE MAJEURE**

- 18.1. Neither Party hereto shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control to the extent that such delay or non-performance is due to any force majeure, which causes include but are not limited to, acts of God or the public enemy; riots and insurrections, war, accidents, fire, public power shortages, malfunctions or failures in public telecommunication or IT services or breakdown of other public infrastructures, strikes and other labour difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain labour, energy or components, acts of civil or military authorities ("**Force Majeure**").
- 18.2. If the Force Majeure in question prevails for a continuous period in excess of three months, either Party may terminate this Agreement. Without derogating from the foregoing, in the event that the Parties wish to continue their engagement, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

19. **MISCELLANEOUS**

- 19.1. Upon execution by both Parties, this Agreement and the appendices and exhibits hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of Merchant and Omega by their respective duly authorized representatives.
- 19.2. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions as applicable shall remain in full force and effect.
- 19.3. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

This Agreement has been executed in two counterparts of which each party has taken one.

OMEGA INTERACTIVE LIMITED

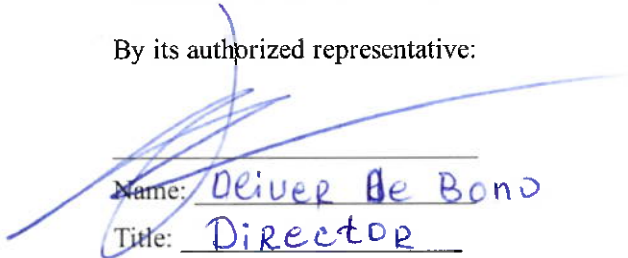
By its authorized representative:

DocuSigned by:

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Name: _____
Title: _____

GEEKER TECHNOLOGY CO. LTD

By its authorized representative:


Name: Olivier De Bono
Title: Director

Annex A – Scope of Products & Services

0. Products

Product	Comments
Sports Betting	
Sports betting solution including: • Sportsbook • Sports Markets • Sports Frontend features • 3rd Party Content Integrations (the “ Sport Betting Solution ”)	shall mean the software developed or licensed by Omega directly for the purpose of offering sports betting and live sports betting services to Merchant and End Users including the CBI and documentations.
Standard back office	Consist of the following main reports: comprehensive set of Profit / Loss reports, Bonus Report, Bet History Report
Content Management System (CMS)	

To avoid doubt, it is the sole responsibility of the Merchant to have a complete eGaming system which handles and support: players’ registration, CRM, call center, affiliate management, financial transactions processing (players’ deposit and withdrawals) and other marketing related activities

1. Services

Service	Comments
Second line technical support	According to SLA defined Annex C
Account & delivery manager	Included

Annex B – Fees and Payments

0. Fees and Payments

0.1. Set Up Fee:

- 0.1.1. The Merchant shall pay a non-refundable fee to Omega for the set-up of the Software and the Services (the “Set Up Fee”). The Set-Up Fee shall be set as follows and shall be paid by a bank transfer to a bank account appointed by Omega:

Product / Module	Setup Amount	Comments
SPORTSBETTING		
Sports betting solution including: • Sportsbook • Sports Markets • Sports Frontend features • 3rd Party Content Integrations	none	
TOTAL	none	May vary depending on the additional products and services Merchant will require

- 0.1. **License Fees.** In consideration for the Services provided and license granted to the Merchant under this Agreement, Omega shall with effect from the time the first Bet is placed by a genuine End User be entitled to receive from the Merchant a monthly license fee to be calculated as a 8 % of the Merchant's Gross Gaming Revenues generated by End Users in connection with the Software (the “License Fees”), as described in the table below, Section 1.1.2.

1.1.2 Sports Betting

	Tranche of Sports Revenues*	Revenue share payable on the increment of each tranche of the Sports Revenue
	Any amount	8%

To avoid doubt, each of the rows in the above table refers only to the increment of the relevant tranche of the Revenue, and not to the entire Revenue of such month.

For the avoidance of doubt, Gross Gaming Revenue shall be calculated according to any and all of the Verified and Graded Bets, with the assumption being unless rebutted that such amounts were collected from the End Users.

- 0.2. **Minimum License Fees.** Regardless of the monthly generated Revenue, if in any calendar month, the License Fees calculated for such month results in a sum less than as specified in

the tables below, for that calendar month the License Fees shall be deemed to be the following amounts (the “**Minimum Monthly Payments**”):

For the Sports Betting Product

	Period in reference to the Commercial Launch Date*	Minimum Monthly Payments (per month)
1	First (1 st) month	WAIVED
2	Second (2 nd) month	WAIVED
3	Third (3 rd) month onward	WAIVED
* However, if the Commercial Launch Date delays for a period of more than 1 month following the conclusion of all setup work by Omega or its agents the referenced period shall be as of 1 month following the conclusion of the setup work.		

It is hereby clarified that each of the minimum monthly payment referred to in Section 1.3 shall apply independently of one another and the Merchant shall be under an obligation to meet each minimum monthly payment separately.

In the event the Commercial Launch Date occurs between the 1st and the 15th of the month, the Minimum Monthly Payments shall be charged in full. When the Commercial Launch takes place following the 15th of the month, half of the monthly License Fee shall be charged, and that month would not be considered as month 1 for the purpose of the Minimum Monthly Payments.

- 0.3. **Fixed Monthly Operational Costs.** Merchant shall cover the following fixed operational costs on a monthly basis

Service	Monthly Fees	Comments
IT,hosting, bandwidth, Servers maintenance	NONE	

- 0.4. All fees in the Agreement shall be paid in accordance with Section 10.3 of the Agreement and shall exclude any taxes, duties, fees, excises or tariffs imposed on any of Merchant’s activities in connection with the Agreement. Such charges, taxes, duties, fees, excises or tariffs, if any, shall be borne by Merchant (the latter excludes any income / corporation tax applicable to Omega).
- 0.5. Any and all amounts shall be paid to Omega by Merchant and/or paid to Merchant by Omega in Euro. Amounts not stipulated in Euro shall be converted into Euro according to the exchange rate as set by ECB at the date of payment.
- 0.6. **Reselling Terms.** Without derogating from the requirements of section 2.2 to the Agreement and specifically the requirement to approve each Sub-Licensee with Omega, Merchant has the right to resell and make offers to resell the Software or Services. Merchant and Omega shall pre-agree to the commercial and Reselling Terms for each specific engagement Sub-Licensee.
- 0.7. **Merchant’s Integration.** Merchant undertakes to initiate integration no later than 7 Business Working Days following Omega’s notification that the Setup of Merchant’s system was concluded and to complete such integration no later than 7 days thereafter.

- 0.8. **IT and hosting fee.** The Merchant shall be solely liable to cover all reasonable costs incurred (if applicable) by Omega in relation to the relocation of servers and server hosting for the Websites in any jurisdiction in which the Software and CBI will be made available under this Agreement, to the extent such relocation is required by Applicable Legislation in such jurisdictions, and shall promptly reimburse Omega for all such expenses on receipt from Omega of an invoice for such matters. Omega hereby specifically and expressly excludes its costs and/or expenses incurred as a result of increasing volumes and overall stability of its System, Software and Services.

Annex C – Support and Maintenance Services:

0. The Merchant shall provide Level 1 Support which shall consist of all customer enquiries to be provided by Merchant support staff.
1. Omega shall be responsible for the provision of 20 hours of training to the Merchant support staff to be able to deal with Sports Betting issues remotely or at Omega's premises or on the Merchant's premises which in this case the Merchant will be responsible for the travel and accommodation costs.
2. Omega shall provide the Merchant with Level 2 support, which shall consist of and shall take into consideration the followings parameters:

2.1. Availability

Omega shall be contactable remotely twenty-four hours a day, seven days a week, on the following communication channels:

- a. Support technician on alert providing Level 2 support accessible by the "hot number" that will be provided by Omega toward the Go Live date.
- b. The support technicians will be qualified to diagnose, and responsible for diagnosis of, any fault reported to him as a Critical or Non-Critical Fault. In the event of any dispute or disagreement by the Merchant as to the diagnosis of the support technician, the Merchant shall notify the support technician of the same in writing, whereupon the fault shall then be classified as a Critical Fault which shall then be dealt with in accordance to (C) below;
- c. One designated support manager, who will be responsible for coordination of the progression of all support matters.

2.2. Non-Critical Faults

Non-Critical Faults are fault that are not Critical Faults. For the purpose of this Annex, a fault shall mean any error in the Software. Omega shall use all reasonable commercial efforts to ensure diagnosis of Non-Critical Faults within one working day of such Non-Critical Fault being reported. Correction of Non-Critical Faults will be allocated by a support technician on diagnosis to the most qualified member of staff to deal with during business working days. Such member of staff will provide technical support by doing any of the following (being a non-exhaustive list) for the purpose of identifying, correcting and preventing further, Non-Critical Faults:

- * Monitoring performance of the gaming applications and any modification at regular intervals;
- * Providing test suites and/or back office tools and reports.

The target resolution time of Non-Critical Faults shall be within five (5) business days of receipt of the report regarding the Non-Critical Fault.

2.3. Critical Faults

Critical Faults shall be considered faults that prevent the Software from working and accepting bets from End-Users or affect the profitability of bets accepted. Diagnosis of a Critical Fault

shall be made, and work will commence by a qualified technician within thirty minutes of the Critical Fault being reported to the Merchant's technicians, to rectify or correct the Critical Fault. Work will be carried out twenty-four hours a day seven days a week until the Critical Fault has been corrected. Technical support shall be provided by doing any of the following (being a non-exhaustive list):

- ✓ Suspending functioning of the Software and any modification until any Critical Fault is rectified;
- ✓ Sending and uploading a different version of the Software; and/or amending the source code within the Software.

3. Omega shall provide the Merchant with Level 3 support, which requests must escalate via Level 2 support team, and which shall consist of and shall take into consideration the followings parameters:

3.1. Accessibility & Relevancy

Access to Omega's technical staff for consultation and assistance related to:

- a. The baseline Software in question;
- b. Software patches and bug fixes;
- c. Updates and Upgrades;
- d. Future requirements leading to updates, upgrades and road map issues;
- e. Implementation/ configuration/ testing issues

3.2. Availability

Will be available during standard business working days.

Annex D – List of Websites

The Merchant shall operate the following website(s) using the Software:

No.	Domain / URL	Brand
(1)		

The Merchant shall be entitled to add additional website to the foregoing list, subject always to Omega's written approval which shall not be unreasonably refused, withheld or delayed.

Annex E – List of Allowed Territories

Territories which are completely forbidden:

Afghanistan
Angola
Australia
Bulgaria
Estonia
France and its outlying territories
Guernsey
Hong Kong
Hungary
Iran
Israel
Italy
Lebanon
North Korea
Philippines
Russia
Singapore
Syria
Taiwan
United States of America and its outlying territories
Ukraine
Yemen

Territories which are forbidden, unless the B2B Client holds relevant license:

Belgium
Czech Republic
Romania
Portugal
Spain
United Kingdom