

Online Gambling System: Software License and Services Agreement

PLAYTECH SOFTWARE LIMITED, with its registered address at Ground Floor, St George's Court, Upper Church Street, Douglas, Isle of Man, IM1 1EE ("Playtech");

and

GLOBONET B.V., a company duly incorporated and registered in Curacao with company number 146296, having its registered address at Kaya Richard J. Beaujon Z/N, Curacao ("Licensee").

In this agreement, a reference to 'Party' or 'Parties' shall mean Playtech and/or Licensee.

1. This agreement shall come into force on OCTOBER 24 2018 ("Commencement Date").
2. This agreement (the "Agreement") consists of this cover form (this "Cover Form") and the following schedules included at the end of this document that are incorporated in this Agreement by this reference:

Schedule 1 Online Gambling System: Software License and Services Agreement;

Schedule 2 Definitions and Interpretation;

Schedule 3 End User License Agreement;

Schedule 4 Services and Service Levels;

Schedule 5 Personal Data;

Schedule 6 Progressive Jackpot Games Network Services;

Schedule 7 Third Party Games; and

Schedule 8 Hosting Services.

3. Fees, Payment and Deposits

Service / Product	Commercials	Comments
Set-Up:		
(I) Setup Fees: POP	Set-up fee: €30,000 to be paid to Playtech by no later than 30 days of the Commencement Date. Set-up indicated above includes only one brand and only two languages -- English and another language, to the extent available, chosen by Licensee. For any additional End User Software brand, Licensee shall pay Playtech in advance an amount of €15,000 per each such brand. For any additional language, to the extent available, Licensee shall pay Playtech in	The set-up fee does not include any special/custom development. Supported mobile technologies shall include: HTML 5 browser based format only suitable for use on IOS and Android (for most common devices).

Service / Product	Commercials	Comments
	advance an amount of €8,000 per each such language. Each additional brand and language shall be purchased (for an additional fee), per a specific Playtech platform/product.	
Software Products:		
(ii) License Fees	The License Fees shall be payable to Playtech on a monthly basis as follows: a. For Games that are neither Branded Games nor Select Games: - For any amount where the Games Net Revenue generated from such games is between €0 – €1,000,000 in the applicable month ("First Scale") – 13% of the First Scale; and - For any amount where the Games Net Revenue generated from such games is above €1,000,000 in the applicable month ("Second Scale") – 12% of the Second Scale. and b. For Games that are either Branded Games or Select Games: - 12% of the Games Net Revenue generated from such games; and - The applicable Branded Games License Fee or the Select Games License Fee applicable for that game, as per sections (iv) or (v) below in the Cover Form.	In the event that the calculation of Games Net Revenue is a negative number, the License Fee attributed to each such aforementioned revenue will be zero (without derogating from Licensee's obligation to pay the Minimum Guarantee for that month). For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to Playtech.
(iii) Minimum Guarantee	The License Fees shall be subject to a minimum guarantee in the amount of €30,000 per month, per each End User Software brand, payable from (and including) the 4th month (i.e. minimum guarantee only for the first 3 months is waived) following the first Go Live Date under each such brand (the "Minimum Guarantee"). For the avoidance of doubt, in the event that the License Fees are below €30,000 per any given month, Licensee shall make	



Service / Product	Commercials	Comments
	up and pay the difference to Playtech along with the payment of the Licensee Fees.	
(iv) Branded Games License Fees	In the event that Licensee wishes to obtain a license for Branded Games, the following license fee shall be payable to Playtech on a monthly basis, in addition to the License Fees set forth in Section (B) (License Fees) above:	In the event that the calculation of any of the Branded Games Revenue as calculated on a per supplier basis is a negative number, the License Fee attributed to each such aforementioned revenue will be zero. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation associated with the Branded Games of such supplier in the following month nor set off against any other payment due to Playtech, including any Branded Games License Fees.
	Brand owner	Branded Games License Fee as a percentage of the Branded Games Revenue
	Benchwarmer	At: 2%
	CBS: 'Love Boat'	At: 4%
	Endemol	Deal or No Deal, At: 8%
		The Money Drop, At: 6%
	Fox - American Dad	At: 3%
	Fremantle Media	Bingo at: 8%
		Casino at: 3%
	John Wayne	At: 2%
	Lions Gate - Dirty Dancing	At: 4%
	Luomark	At: 5%
	Marilyn Monroe	At: 3%
	MGM	At: 5%
	Morgan Creek (Ace Ventura)	At: 5%
	NewAR (AR Roulette)	At: 2%
	Nu Games	At: 1%
	Paramount (Gladiator, Top Gun)	At: 5%
	Paramount (Grease)	At: 3.5%

Service / Product	Commercials		Comments
	Platinum Studios, Inc. (Cowboys & Aliens)	At: 2%	
	Ronnie O'Sullivan - Sporting Legend	At: 4%	
	Seven Stars Management (Frankie Dettori)	At: 2%	
	Seven Towns Limited (Rubik's)	At: 3%	
	Sony ("Who Wants to Be a Millionaire?")	At: 5%	
	T5 Pictures, LLC. (Terminator)	At: 4%	
	Templeton (Hedgehog / Backbet - poker game)	At: 4%	
	Tony McCoy - Sporting Legend	At: 4%	
	Torrente	At: 3%	
	Universal	At: 5%	
	Warner Bros.	At: 5%	
	Winning Moves UK (Top Trumps)	At: 3%	
	Zorro Productions	At: 2.5%	
(v) Select Games License Fees	In the event that Licensee wishes to obtain a license for the Select Games, the following license fee shall be payable to Playtech on a monthly basis, in addition to the License Fees set forth in Section (II) (License Fees) above:		In the event that the calculation of any of the Select Games Revenue as calculated on a per supplier basis is a negative number, the License Fee attributed to each such aforementioned revenue will be zero. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation associated with the Select Games of such supplier in the following month nor set off against any other payment due to Playtech including any Select Games License Fees.
	Select Game	Select Games License Fee as a percentage of the Select Games Revenue	
	Playtech Group premium content	To be agreed on a per case basis	
	Ash	At: 2%	
	Bar-X Games	At: 5%	
	Caribbean Poker	At: 1.75%	
	Glass Slipper	At: 3%	
	The Gaming Lab	At: 1.5%	

Service / Product	Commercials		Comments
	Nextgen (Dolphin Reef)	At: 1.5%	
	Sideplay	At: 2.0%	
(vi) Third Party Games License Fees	The License Fee for Third Party Games shall be subject to negotiations between the Licensee and the provider of each Third Party Game on a case by case basis; the agreed pricing shall be notified to Playtech by Licensee immediately after it has been commercially concluded with the Third Party Game provider, and Playtech shall issue a work order form to the Licensee accordingly.		
(vii) Content Platform License Fees	Monthly fee of 3% (three per cent) of Third Party Games Net Revenue payable to Playtech on a monthly basis, in addition to any other fees applicable.		If the calculation of Third Party Games Net Revenue is a negative number, the License Fee attributed to such Third Party Games Net Revenue will be zero For the avoidance of doubt, negative amounts will not be carried over to the calculation of Third Party Games Net Revenue in the following month nor set off against any other payment due to Playtech, including any License Fees
Services:			
(viii) Progressive Jackpot Games Network Services	Initial Progressive Deposit: €10,000, to be paid at the Commencement Date. Progressive Jackpot Games Management Fee: 10% of the monthly Progressive Contribution, to be paid on a monthly basis.		Progressive Jackpot Games Management Fee: by way of example only, if the total monthly Progressive Contribution is €450 then the Progressive Jackpot Games Management Fee to be paid to Playtech in consideration of the Progressive Jackpot Games Management for that month shall be in the amount of €45, which is 10% out of that monthly Progressive Contribution.
(ix) Third Party Integration Fee	To be agreed on a per case basis		

By signing below, Licensee confirms that it has received, reviewed and accepted the schedules incorporated in this Agreement by this reference.

In witness whereof, the Parties have executed this Agreement as of the Commencement Date.

Signed for and on behalf of
PLAYTECH SOFTWARE LIMITED

Signature:

Name:

Title:


ANDREW SMITH
DIRECTOR

Signature:

Name:

Title:


NOLAN WERTZ
DIRECTOR

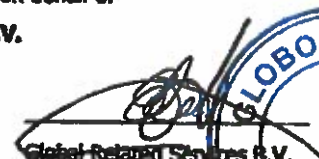
Signed for and on behalf of
GLOBONET B.V.

Signature:

Name:

Title:

Date:


Global Related Services B.V.

Managing Director

October 17, 2018



Signature:

Name:

Title:

Schedule 1

Online Gambling System: Software License and Services Agreement

- WHEREAS** Licensee wishes to establish and operate an Online Gambling System for which purpose it requires the license of certain software and certain services;
- WHEREAS** Playtech has developed or has been licensed a suite of software products for online Gambling activities;
- WHEREAS** Licensee wishes to acquire a license to use such software products for its business in and Playtech is willing to grant Licensee such a license on the terms and conditions set out in this Agreement; and
- WHEREAS** Licensee wishes Playtech to provide certain services to it in relation to the operation of its Online Gambling System and Playtech is willing to provide such services, directly or through sub-contractors, on the terms and conditions set out in this Agreement.

It is agreed as follows,

1. Definitions and Interpretation

- 1.1. Capitalized terms shall have the meaning ascribed to them in Schedule 2 to this Agreement unless otherwise stated.
- 1.2. This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.
- 1.3. Schedules

References to this Agreement shall include the Cover Form, all Recitals and any additional Schedules attached hereto. References to Clauses are to Clauses of this Schedule 1 to this Agreement and references to Sections are to Sections of the remaining Schedules.

1.4. Precedence

If there is any conflict, apparent conflict or ambiguity in or between any of the sections of the Agreement set out below, the sections will be applied in the following order of precedence with the sections higher in the order of precedence prevailing:

- 1.4.1. Branded Agreements (with respect to the specific third party Branded Game);
- 1.4.2. The Cover Form
- 1.4.3. the Clauses of Schedule 1;
- 1.4.4. the other Schedules; and
- 1.4.5. any other document referred to in this Agreement.

2. Software License

- 2.1. In consideration of the License Fees set out in the Cover Form and subject to the terms of this Agreement, Playtech grants to Licensee, and Licensee hereby accepts, a limited, personal, non-transferable, non-exclusive, non-assignable, royalty-bearing, worldwide (except for Excluded Territories) license to the Licensed Software (the "License"), valid only during the Term, to:
- 2.1.1. install and use on its servers the Game Server Software, as well as the related Documentation and any and all Updates thereto, in Object Code form only, for use on the Online Gambling System and in connection with the operation of the Digital Platforms;
- 2.1.2. subject to the limitations set forth in Clause 4.4, to use, reproduce and grant to an unlimited number of End Users sublicenses to use the End User Software, in Object Code form only, as well as the related Documentation



and any and all Updates thereto, for personal use and not for further distribution, solely to access or otherwise utilize the Game Server Software; and

2.1.3. use the name, logo, marketing documentation and style guides provided by Playtech according to the guidelines provided by Playtech to Licensee from time to time under Playtech's approval requirements and/or to the extent required for the display of the "Powered by Playtech" logo and for no other purpose. Without limiting the above, Playtech may, where it considers it to be reasonably necessary, require Licensee to approve in writing in advance any promotional and/or marketing activity for certain games provided by Playtech.

2.2. Playtech may, on giving notice to Licensee, immediately terminate the license of any game provided under this Agreement, where:

2.2.1. an agreement with a third party that is required for Playtech to make available such game expires, is terminated or is suspended;

2.2.2. Playtech or other member of its Group has been notified or, acting reasonably, believes, that making such game available is an infringement of, or may reasonably be likely to infringe any rights of any third party, including, without limitation, Intellectual Property Rights;

2.2.3. Playtech or other member of its Group has been notified by any regulatory authority it should cease making such game available;

2.2.4. there is an error or a Defect with such game; or

2.2.5. for any reasonable commercial reason.

3. Provision of Services by Playtech

3.1. In consideration of the Service Fees set out in the Cover Form and subject to the terms and conditions set out in this Agreement Playtech shall provide or procure the provision of the services listed in the Cover Form to Licensee.

3.2. **Updates.** Notwithstanding the generality of Clause 3.1, Playtech shall ensure that at all times during the Term the Licensed Software receives Updates on the same basis as all of Playtech's other licensees operating and licensed in the same jurisdiction and targeting similar markets, subject to such terms and conditions as shall be offered by Playtech to its licensees in similar markets at the relevant time.

3.3. **Third Party Software.** Licensee may only use the related third party software provided as part of the Services and the License in connection with the Online Gambling System. The warranties in this Agreement do not apply to such third party related software and Playtech will pass through to Licensee, to the fullest extent possible, the warranties Playtech has received from the owners as they relate to such software, all subject to the terms and conditions of set under Playtech agreement with such third party software owner.

3.4. **Training.** Playtech shall provide, at least two (2) weeks prior to the launch of the Online Gambling System, free onsite training to Licensee at its home location (or any other reasonable location agreed by the Parties). Any other training shall be analyzed, priced separately and subject to agreement.

3.5. **Playtech Personnel.** Playtech shall provide a project manager for the first stages, which shall be replaced by an account manager following the launch of the Online Gambling System. The aforementioned personnel shall provide on-going assistance to Licensee in respect of the Licensed Software and Services as may be required.

4. License Limitations; Reservation of Rights

4.1. Licensee acknowledges and understands that the provision of the Branded Games to Licensee shall be subject to the Parties executing a Branded Agreement.

4.2. Licensee acknowledges that not all games provided under the Licensed Software may be available in all territories, languages and/or currencies as may be updated by Playtech from time to time.



- 4.3. Playtech may, on not less than ten (10) days prior written notice to Licensee, specify that an additional country, state, province, territory or other geographic and/or governmental area(s) is to be included within the definition of 'Excluded Territory'.
- 4.4. Any sublicense to End Users, as set forth in Clause 2.1.2, shall be in the form of the End User License Agreement; such form may be revised from time to time by Playtech, by written notice to Licensee at least fourteen (14) days prior to the date of effectiveness of such revised form. Licensee undertakes to procure that all End Users agree to the terms of such End User License Agreement, in its most current form, prior to any use (including but not limited to, play for real, play for fun and/or anonymous practice mode) of the End User Software.
- 4.5. Licensee hereby acknowledges and agrees that Playtech owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any Updates thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to the Licensed Software, even if developed by Playtech (or any third party on its behalf) based on ideas, suggestions, specifications, demands or proposals by Licensee, End Users of Licensee, or any other third party. Licensee irrevocably assigns to Playtech, and shall procure an identical assignment from any End Users, all right, title, and interest in so far as they relate to copyright in software. Licensee shall not, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Licensed Software belong to any third party other than Playtech, or that they infringe the Intellectual Property Rights of others.
- 4.6. Playtech reserves any and all rights not expressly granted in Clause 2.1 above, including, without limitation, any and all rights to the Source Code of the Licensed Software, modification rights, translation rights, rental rights or any other rights. Further, nothing in this Agreement shall be construed to confer any rights upon Licensee or any third party by implication, estoppel, or otherwise as to any Intellectual Property Rights of Playtech or any of its licensors, except as specifically stated in Clause 2.1 above. Without limiting the generality of the aforesaid, except as expressly permitted by this Agreement, or specifically authorized in writing and in advance by Playtech, Licensee shall not, nor permit others to:
- 4.6.1. use, copy, modify, create derivative works from or distribute the Licensed Software or Documentation, any part of it, or any copy, adaptation, transcription, or merged portion of it;
 - 4.6.2. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Licensed Software or Documentation or any part of it;
 - 4.6.3. transfer, loan, lease, assign, rent, or otherwise sublicense the Licensed Software or Documentation;
 - 4.6.4. remove any copyright, proprietary or similar notices from the Licensed Software or Documentation (or any copies of it);
 - 4.6.5. operate the Licensed Software or any part of it for the benefit of or on behalf of any third party, including by way of application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services; or
 - 4.6.6. in any way (except for the translation thereof into different languages) modify the End User License Agreement.
- 4.7. Notwithstanding Clause 2.1, Licensee may sublicense the right to install and use the Game Server Software, in connection with the Online Gambling System, to a third party to whom Licensee has outsourced any part of its information technology services, and for whom Licensee shall receive in advance Playtech's written consent ("Approved Subcontractor"), provided that:
- 4.7.1. the Approved Subcontractor shall be entitled to use the Licensed Software solely for the benefit of Licensee, and only to the extent that Licensee is itself entitled to use the Licensed Software. For clarity, the Approved Subcontractor shall not have a right to further sublicense the Licensed Software;
 - 4.7.2. the Approved Subcontractor shall undertake in writing, towards Licensee and Playtech, to comply with all the provisions of this Agreement applying to Licensee; and



4.7.3. Licensee shall procure that the Approved Subcontractor complies with all the terms of this Agreement, and Licensee shall be liable to Playtech for any breach by the Approved Subcontractor of any term of this Agreement.

4.8. The Parties shall cooperate in respect of disclosure of operational matters related to Licensee such as Playtech's internal audits results, and Licensee's change release and incident procedure.

5. Licensee's License

5.1. Licensee hereby grants to Playtech a non-exclusive, world-wide, non-transferrable, royalty-free license to use Licensee's Intellectual Property Rights ("Licensee's Assets") for the sole purpose of the performance by Playtech of its obligations under this Agreement and as otherwise set out herein. Playtech agrees not to use any of Licensee's Assets in connection with the customization of its software products for any other customers, but the Parties acknowledge that, given the nature of the Licensed Software, the nature of the business operated thereby and technical limitations, Playtech shall not be limited in using any other feature or design, including 'look and feel', for its other customers, provided however, that, the specific skin will remain distinctive to Licensee.

5.2. Licensee warrants to Playtech that it has all Intellectual Property Rights necessary to grant to Playtech the license granted under Clause 5.1 and that the use of Licensee's Assets will not infringe the Intellectual Property Rights of any third party.

6. Payment

6.1. In consideration of the rights granted herein and the Services to be provided under this Agreement, Licensee agrees to pay Playtech the Fees as described on the Cover Form.

6.2. Playtech shall invoice Licensee the Fees on or before the tenth (10th) of each calendar month for the preceding month. Licensee shall pay the Fees by no later than the thirtieth (30th) day of the calendar month in which Licensee receives an invoice from Playtech.

6.3. Should Licensee fail to make any payment in full on the due date under this Agreement, then, without limiting any of Playtech's other rights and remedies in such event, the amount due shall carry interest at the default rate of the lesser of (i) 3% per annum above the London Interbank Offering Rate (LIBOR) from time to time, or (ii) the highest rate permitted by Applicable Law, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.

6.4. The Fees due to Playtech exclude all taxes (including Value Added Tax or any withholding tax, where applicable), charges, duties, fees, excesses and/or tariffs (the "Taxes") and the Taxes shall be paid by Licensee to the extent they may apply. The Fees represent the benefit to be received by Playtech net of any Taxes. For the purpose of this Clause, if required, Licensee will gross up the Fees, where applicable, to ensure that Playtech receives its Fees net of any taxes.

6.5. All Fees are payable in euros.

7. Exclusivity and Prominence

7.1. Licensee will ensure that a minimum of 20 POP Games are live on all Digital Platforms throughout the Term in all markets and each brand (this should be phased from launch at 2 per week).

7.2. All new POP Games that are released will have the 'NEW' tag and will be released in 1st or 2nd spot from launch.

7.3. POP Games will be marketed equally or greater to the most marketed Third Party Games.

7.4. POP Games will be promoted in a non-exclusive tab. Licensee must ensure that it only uses the term "Playtech Open Platform" if/when advertising or referring to game suppliers on any tab. The Licensee is not permitted to use the term "Playtech Casino" unless Playtech has given its express written consent to do so.

7.5. To the extent that casino games are offered (a) directly on the landing page, home page, and/or the like (including via virtual directories), (b) under any header (e.g. "featured" or "recommended"), (c) on search result pages, and/or

(d) under any tab where both POP Games and Third Party Games are offered, the Third Party Games shall not be dominant in Licensee's offering (in terms of visibility, number, size and placement) on any such tab or page or under any such header compared to the POP Games.

- 7.6. Licensee shall ensure that at least two POP Games are prominently shown upfront, as soon as an End-User enters any betting area available on any Mobile Device, without derogating from Licensee's undertaking to ensure that Third Party Games shall not be dominant in Licensee's offering (in terms of visibility, number, size and placement) on any betting area available through any Mobile Device.
- 7.7. Any advertisement and/or promotion undertaken by Licensee, on any media and/or platform, in which Third Party Games are offered, mentioned by title and/or graphics, and/or otherwise promoted, including by the offering of bonuses and/or other incentives, shall also advertise and promote the POP Games at least in the same manner (in terms of visibility, number, size, placement, volume and frequency), at Licensee's sole expense, and for the avoidance of doubt, subject always to the terms of this Agreement and the Branded Agreements.
- 7.8. Licensee (and any members of its Group) shall exclusively use the Content Platform for the offering of any Third Party Games which were initially provided by Playtech and launched via the Content Platform, and shall not migrate such Third Party Games to any other platform other than the Content Platform at any time during the Term.
- 7.9. Licensee shall display the "Powered by Playtech" logo on the Digital Platforms in accordance with the guidelines provided by Playtech to Licensee in writing from time to time.

8. Certain Undertakings of Licensee

- 8.1. Licensee is aware of the legal issues relating to the operation of online gambling sites, and understands that Playtech is not warranting in any way or manner that the use of the Online Gambling System for the purposes of gambling, as such term is commonly understood in the industry, is legal in the jurisdictions in which Licensee intends to use it.
- 8.2. Licensee warrants and undertakes to Playtech that it will obtain and maintain during the Term, at its own expense, any and all permits, consents, licenses and authorizations which may be necessary for Licensee's promotion and operation of the Online Gambling System and the Digital Platforms, all in accordance with Applicable Law and orders of all Competent Authorities.
- 8.3. If Playtech advises Licensee to stop activity and/or payments in the Online Gambling System, due to a problem or a Defect (as such term is defined in Clause 14.1.3) then Licensee shall do so.
- 8.4. If Playtech advises Licensee on the removal of any of the games provided to Licensee, Licensee shall cooperate with Playtech with the removal of such games.
- 8.5. Licensee shall be solely and exclusively responsible, at its own cost and expense, for all external marketing, advertising and publicity for the Online Gambling System and its activities.
- 8.6. Licensee shall not, as part of the Online Gambling System or the Digital Platforms or otherwise in connection with the Licensed Software, (a) make available content which is in breach of Applicable Law, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual force, and/or (b) send Unsolicited Commercial Emails.
- 8.7. Licensee warrants and undertakes to Playtech not to permit End Users located in the Excluded Territories to use the Licensed Software in any way or manner in connection with any real money play. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in an Excluded Territory. The fact that the Licensed Software is accessible in an Excluded Territory, or that the Licensed Software allows the use of the official language of an Excluded Territory, shall not be construed as a license to use the Licensed Software in such Excluded Territory.
- 8.8. The Licensee warrants and undertakes to actively, continually and diligently employ robust 'Know Your Customers' (KYC) procedures and other checks in order to verify the actual location of each End User and to avoid any attempt to circumvent the restriction set in Clause 8.7 above, for example – by using a VPN, proxy or similar service that masks



or manipulates the identification of the End User's real location, or by otherwise providing false or misleading information regarding the End User citizenship, location or place of residence, or by making bets or wagers using the Licensed Software through a third party or on behalf of a third party located in an Excluded Territory.

- 8.9. If it becomes apparent that an End User is located in any Excluded Territory, or if Licensee becomes aware of any suspected access by an End User from an Excluded Territory or a potential access or potential breach in connection with the Excluded Territory, Licensee undertakes to immediately notify Playtech of the same, by telephone and in writing, with all known identification, transaction and technical details. In such event, or if Playtech becomes aware of the same and has notified Licensee thereof, Licensee shall immediately suspend such End Users account and freeze the funds therein all in accordance with the Applicable Laws. Licensee shall inform Playtech of said suspension and update Playtech on an on-going basis of all related actions taken in respect of the matter, including without limitation, all action taken in order to verify the actual location of the End user and measures implemented to prevent reoccurrence of such access.
- 8.10. Licensee shall ensure that all of its Group members, marketing affiliates, partners or other business associates comply to the restrictions and commitments specified in Clauses 8.7 - 8.9 above, and Licensee shall be solely liable for any and all losses and damages caused to Playtech as a result of the breach of the commitments herein, including by its affiliates, skins or other business associates or partners.
- 8.11. During the Term, Licensee shall co-operate with Playtech in all matters relating to the Services and the Licensed Software, provide all reasonably required data and access (including where required for Playtech to fulfill its legal and regulatory obligations) and appoint an officer who shall have the authority contractually to bind Licensee on matters relating to this Agreement. If Playtech's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Licensee, its agents, subcontractors, consultants or employees, and or failure of Licensee's equipment, Playtech shall not be liable for any costs, charges or losses sustained or incurred by Licensee that arise directly or indirectly from such prevention or delay.
- 8.12. Licensee undertakes to use its commercially reasonable efforts to proactively market and promote the Online Gambling System such as to maximize the potential revenue.
- 8.13. Licensee shall promptly bring to the attention of Playtech any information it shall have regarding the improper or wrongful use of the Licensed Software, or Playtech's name, logo or other Intellectual Property Rights, or any information which is or may be material in relation to the support of the Licensed Software or the Online Gambling System.
- 8.14. To the extent that Licensee enables End-Users to participate in any Local Jackpot, the Licensee will be solely responsible for managing the End-Users' contributions to the Local Jackpot, as well as, solely responsible for the payment of any Local Jackpot winning to the End-Users. Playtech does not and shall not be responsible for the payment of any jackpot winnings not managed by Playtech's shared progressive jackpot network.
- 9. IPR Ownership**
- 9.1. Playtech retains ownership of all Intellectual Property Rights in and to the Licensed Software, Documentation and anything developed by Playtech and delivered to Licensee under this Agreement, including as a result of the Services provided under this Agreement. Licensee agrees that it will execute any and all assignments or other documents which are necessary to give effect to this Clause 9.1.
- 9.2. Licensee shall not, directly or indirectly: (a) attempt to invalidate any Intellectual Property Rights in the Licensed Software; (b) assert that any right, title or interest in the Licensed Software or Documentation belongs to it or any third party; or (c) assert that the Licensed Software or Documentation infringes the Intellectual Property Rights of the Licensee or any third party.
- 10. Gambling Licenses and Homologation; Modern Slavery, Anti-Bribery, Anti-Corruption, Anti-money laundering, counter-terrorist financing, tax evasion and the UK Criminal Finances Act 2017**



- 10.1. Licensee warrants and undertakes that it shall obtain and maintain all necessary and appropriate gambling licenses at its own expense. Playtech shall make reasonable commercial efforts to assist Licensee in obtaining all such gambling licenses at Licensee's expense, without derogating from Licensee's obligations to obtain all such gambling licenses.
- 10.2. Playtech shall obtain and maintain either by itself or through a member of its Group, all necessary gaming licenses and shall comply with the Applicable Law and the regulations of the Competent Authority with respect to the same, at its own cost and expense, subject to the Licensee executing a separate agreement directly with such member of Playtech's Group.
- 10.3. Without derogating from the above, Licensee is aware of, and during the Term of this Agreement shall strictly comply with, any and all requirements under Applicable Law.
- 10.4. **Modern Slavery, Anti-Bribery, Anti-Corruption, Anti-money laundering, counter-terrorist financing, tax evasion and the UK Criminal Finances Act 2017**
- 10.4.1. In the performance of their obligations under this Agreement, each Party (including its officers, directors, employees and sub-contractors) shall:
- 10.4.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking, including the Modern Slavery Act 2015;
- 10.4.1.2. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including (but not limited to) the Bribery Act 2010;
- 10.4.1.3. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1, 2 or 4, of the Modern Slavery Act 2015 regardless of whether such activity, practice or conduct was carried out in the UK;
- 10.4.1.4. comply with the tax laws and regulations of the territory in which they are incorporated and/or based; and
- 10.4.1.5. comply with all applicable laws, statutes, regulations and codes relating to the countering and prevention of the deliberate and dishonest facilitation of criminal tax evasion by a taxpayer, including the UK Criminal Finances Act 2017.
- 10.4.2. Each Party warrants and represents as follows (and for the purposes of this Clause 10.4.2, "Associated Person" shall mean any person (including an officer, director, employee or sub-contractor) who performs services for or on behalf of the respective party):
- 10.4.2.1. it will not engage in any activity, practice or conduct which would constitute an offence under any anti-corruption or anti-slavery or human trafficking law or regulation; and
- 10.4.2.2. no Associated Person is either a government official or is owned or controlled, directly or indirectly, by any government or government official or has been convicted of any offence involving slavery or human trafficking.
- 10.4.3. In addition to the above, each Party acknowledges that it is aware of, and during the Term shall comply with, requirements under Applicable Law in respect of the prevention of money laundering and counter-terrorist financing.
- 10.4.4. Each Party shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 10.5. Each Party shall notify the other Party immediately if at any time any of the warranties it gives in this Clause 10 cease to be true and correct.

11. Reports; Audit



11.1. Each of the Parties shall maintain complete and accurate records containing sufficient information to permit the other Party to confirm the accuracy of reports delivered and services provided. The Parties shall retain such records for at least three (3) years following the end of the calendar year to which they pertain.

11.2. On the tenth (10th) day of each calendar month, Licensee shall provide Playtech with - or, if applicable, procure the provision to Playtech of - a report with respect to the immediately preceding calendar month, specifying the following:

11.2.1. the total revenues, winnings paid to End Users, and the net revenues pertaining to and generated from Licensee's Online Gambling System by means of the Licensed Software; and

11.2.2. a detailed calculation of the License Fees, including an overview of all Credits and Chargebacks, and the total amount actually paid out to Playtech.

11.3. On or before the tenth (10th) day of each calendar month, Playtech shall provide to Licensee, a report identifying the current Progressive Balance and the Progressive Seed Contribution in respect of the previous calendar month.

11.4. Following a request from Playtech, Licensee shall provide to Playtech, no later than fifteen (15) days following the expiration of each calendar quarter during the Term (and the first calendar quarter following the expiration of the Term or early termination of this Agreement), with a list of all third parties engaged by the Licensee who had access to, or used, during such calendar quarter, the Licensed Software or any part thereof, which list shall include their nature of engagement with Licensee. Licensee shall provide to Playtech any reasonable information requested by Playtech related to the access and/or use by such persons of the Licensed Software.

11.5. At the request of Playtech, Licensee shall, within fourteen (14) days of receiving written demand to do so, certify to Playtech that its use of the Licensed Software is in accordance with all provisions and restrictions set out in this Agreement.

11.6. Playtech may, at any time during the Term and for two (2) years thereafter, on reasonable notice to Licensee:

11.6.1. inspect, either in person or by means of remote access, the Digital Platforms and the Online Gambling System, in connection therewith; and

11.6.2. inspect and audit Licensee's books, accounting records, facilities or procedures in order to verify that Licensee's use of the Licensed Software is in accordance with this Agreement and that the reports and payments have been made in compliance with the provisions of this Agreement.

11.7. Any inspection or audit as set forth in Clause 11.6 shall be at the cost of Playtech. However, should Playtech discover, as a result of an audit carried out in accordance with this Clause or otherwise, any material errors or omissions, or other non-compliance with the provisions of this Agreement, then, without prejudice to any other rights, Licensee agrees to immediately pay for the costs of the investigation and any relevant outstanding fees plus interest on each amount for the period from and including the date on which that amount was due and payable up to the date of actual payment at the rate of 3% per annum above the London Interbank Offering Rate (LIBOR) from time to time.

12. Confidentiality

12.1. In this Agreement, "Confidential Information" includes all information, in whatever medium, relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs or business of a Party or its customers, clients, suppliers, holding companies or subsidiaries; all information relating to the Licensed Software, including its related Documentation; the terms or subject matter of this Agreement; and the negotiations relating to this Agreement.

12.2. Each Party shall, both during the Term of this Agreement and thereafter:

12.2.1. keep all Confidential Information disclosed to it by the other Party strictly confidential;

12.2.2. not disclose any such disclosed Confidential Information to a third party, other than to such of its employees, officers or professional advisors on 'need to know' basis, and only provided that the relevant Party



shall ensure that each such employee, officer or advisor shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom that Party may lawfully use or disclose it under this Agreement;

12.2.3. use Confidential Information only in connection with the proper performance of this Agreement.

12.3. Without limiting the above provisions, save as required by law, existing contractual obligations or any applicable regulatory authority or government body to which either Party is subject (wherever situated), no Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. In connection herewith, Licensee acknowledges that Playtech's parent company's shares are publicly traded on the London Stock Exchange, and Playtech may be required by Applicable Law or the rules of the London Stock Exchange or any other regulatory body to make public announcements, or disclose Confidential Information, in accordance with such laws and rules.

12.4. Clause 12.2 shall not apply to any Confidential Information, to the extent that it:

12.4.1. comes within the public domain other than through breach of Clause 12.2;

12.4.2. is required or requested to be disclosed by any Competent Authority to which either Party is subject, wherever situated; Licensee agrees that in the event that Licensee is under demand or request to disclose such information, it shall provide to Playtech prompt notice of such demand or request, and shall consult and cooperate with Playtech in connection with such disclosure;

12.4.3. is known to the receiving Party before the disclosure to it by a Party to this Agreement or on its behalf, as proven by written records; or

12.4.4. is disclosed with the other Party's prior written approval to the disclosure.

12.5. This Clause 12 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

13. Data Protection

13.1. For the purposes of this Clause 13, the terms 'consent', 'controller', 'data subject', 'personal data', 'processing' and 'processor', shall have the meaning given to them in the GDPR.

13.2. The parties hereby acknowledge that Licensee is the controller and Playtech (and each of its Group members) is the processor in respect of Personal Data processed pursuant to this Agreement.

13.3. To the extent that Playtech processes Personal Data of Licensee's data subjects pursuant to this Agreement, Playtech shall:

13.3.1. only process such Personal Data as is necessary to fulfil its obligations under this Agreement or in accordance with Licensee's written instructions (including email) from time to time;

13.3.2. not appoint a Sub-Processor ("Sub-Processor" means any processor appointed by Playtech to assist it with its processing of Personal Data) without Licensee's consent (and Licensee consents to Playtech appointing Sub-Processors in accordance with Clause 13.8 below), and in the event that Licensee does provide such consent, Playtech shall (i) ensure that such Sub-Processor is bound by terms similar to those of this Clause 13.3 as it applies to Playtech hereunder, and (ii) be responsible for any breach by such Sub-Processor of any of the obligations under this Clause 13.3;

13.3.3. not transfer Personal Data outside the European Economic Area, save where there are adequate measures in place to ensure that Personal Data is protected (and such adequate measures may include, for example, transferring to a jurisdiction which the European Commission recognizes as providing adequate protection for the rights and freedoms of data subjects in connection with the processing of their personal data



(and, for the avoidance of doubt, as at the date of this Agreement Israel and the Isle of Man are recognized by the European Commission as providing adequate protection for the rights and freedoms of data subjects));

- 13.3.4. taking into account the nature of Playtech's processing and the information available to Playtech, provide reasonable assistance to Licensee in Licensee complying with its obligations under Data Protection Legislation in respect of Personal Data, including (where applicable) assisting Licensee in complying with a data subject's right to access and to portability;
- 13.3.5. upon the expiration or termination of this Agreement, and following a written request from Licensee, delete or return to Licensee (at Licensee's discretion) all Personal Data save to the extent that Playtech is legally required to retain any Personal Data;
- 13.3.6. comply with any reasonable request from Licensee requiring Playtech to amend, transfer or delete Personal Data;
- 13.3.7. in the event that Playtech receives any complaint, notice or communication (from either a Competent Regulator or a data subject) which relates directly to the processing of Personal Data or to Licensee's compliance with Data Protection Legislation, notify Licensee without undue delay and provide Licensee and the Competent Regulator (if applicable) with reasonable co-operation and assistance in relation to any such complaint, notice or communication;
- 13.3.8. not disclose Personal Data to any data subject or to a third party other than at the request of Licensee, save as otherwise permitted under this Agreement;
- 13.3.9. notify Licensee without undue delay upon becoming aware of any unauthorized or unlawful processing, loss of, damage to or destruction of any Personal Data;
- 13.3.10. co-operate with Licensee's reasonable written requests for Playtech to demonstrate its compliance with its obligations in this Clause 13.3;
- 13.3.11. ensure that all individuals, parties, employees or other persons / entities authorized by Playtech to process Personal Data are bound by industry standard confidentiality obligations which include keeping Personal Data confidential; and
- 13.3.12. take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data, and against the accidental loss or destruction of, or damage to Personal Data, and such measures shall take into account:
 - 13.4. the state of the art, the costs of implementation and the nature, scope, context and purposes of processing; the risk of varying likelihood and severity for the rights and freedoms of natural persons; and
 - 13.4.1.1. the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 13.5. For the avoidance of doubt, references to Playtech in Clause 13.3 shall mean Playtech and each of its Group members (where such are processing Personal Data). For the purposes of complying with Clause 13.3, Playtech shall be responsible for, and solely liable to Licensee in respect of, each of its Group members complying with Clause 13.3.
- 13.6. Licensee shall:
 - 13.6.1. ensure that all necessary clearances, consents and/or permissions are obtained, or that suitable conditions are satisfied (as set out in Data Protection Legislation) to enable Playtech to process Personal Data under this Agreement;
 - 13.6.2. provide data subjects with any necessary notifications and any other information required under Data Protection Legislation in respect of Playtech's use of Personal Data under this Agreement; and



13.6.3. provide Playtech with full details of its data retention requirements in accordance with the Data Protection Legislation.

13.7. Licensee warrants and undertakes that:

13.7.1. It shall comply with all of its obligations under Data Protection Legislation;

13.7.2. It shall not instruct Playtech to process Personal Data unlawfully; and

13.7.3. the clearances, consents, permissions and/or conditions and notifications and/or information referred to in Clauses 13.7.1 and 13.7.2 above have been or shall in any event be obtained and/or satisfied and/or provided (as applicable) in advance of the date on which any Personal Data is provided to Playtech pursuant to this Agreement.

13.8. Playtech may add or replace Sub-Processors from time to time provided that Playtech notifies Licensee in writing in advance of any such change and, unless Licensee sends written notification to Playtech within five (5) business days of Playtech's notification, setting out its objection to any new Sub-Processor, Licensee will be deemed to have consented to Playtech's appointment of such Sub-Processor.

13.9. Clauses 13.3.1, 13.3.5, 13.5, 13.6 and 13.7 shall survive the expiry or termination of this Agreement.

14. Playtech's Warranties; Limitation on Playtech's Warranties

14.1. Playtech warrants and represents to Licensee that:

14.1.1. the Licensed Software will perform substantially in accordance with its Documentation (the "Licensed Software Warranty").

14.1.2. the Services will be performed with reasonable skill and care, using competent and experienced staff (the "Service Warranty").

14.1.3. If, however, the Licensed Software does not perform substantially in accordance with the Licensed Software Warranty, such non-performance to be defined as a "Defect", and subject to Clause 14.2, Playtech shall correct any reproducible Defect in the Licensed Software, in accordance with the Service Levels set out in Schedule 4.

14.2. PLAYTECH SHALL NOT BE LIABLE FOR ANY DEFECT TO THE EXTENT IT RESULTS FROM: (a) use of the Licensed Software other than in accordance with the Documentation and this Agreement; (b) any modification of the Licensed Software not carried out or authorized in writing and in advance by Playtech; (c) failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by Playtech, or any other matter beyond the reasonable control of Playtech.

14.3. PLAYTECH'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY IN RESPECT OF A BREACH OF THE LICENSED SOFTWARE WARRANTY AND/OR THE SERVICE WARRANTY ARE AS SET OUT IN CLAUSES 14.1 AND 14.2 AND SCHEDULE 4 HEREOF, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.

14.4. For any breach of the Service Warranty, Licensee's exclusive remedy, and Playtech's entire liability, shall be the re-performance of the deficient Services, or if Playtech cannot substantially correct a breach in a commercially reasonable manner, Licensee may end the relevant Services and recover the fees paid to Playtech for the deficient Services in respect of the breach period.

14.5. Playtech warrants and represents to Licensee that to the best of its knowledge and belief:

14.5.1. Playtech is the exclusive author and/or has all copyrights in the Licensed Software, and, with respect to third party materials incorporated in the Licensed Software, it has the necessary rights to grant to Licensee the License granted under this Agreement; and



- 14.5.2. the use of the Licensed Software in accordance with the terms of this Agreement and in accordance with all relevant Documentation will not infringe the copyrights or trademarks of any third party.
- 14.6. In the event that a claim is being made against the Licensee that the aforesaid warranties have been breached, Playtech shall, at its sole option and expense, and provided Licensee notified Playtech of such claim promptly: (i) procure for Licensee the right to continue using the Licensed Software; or (ii) modify the Licensed Software so that it is non-infringing; or (iii) procure a replacement product that has substantially the same functionality; or, if none of the above options is reasonably available, in Playtech's sole discretion, (iv) terminate this Agreement solely insofar as it relates to the offending aspect of the Licensed Software (i.e. this Agreement shall cease to apply to that aspect of the Licensed Software causing the problem).
- 14.7. PLAYTECH'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY IN RESPECT OF A BREACH OF THE WARRANTIES IN CLAUSE 14.5 ARE AS SET OUT IN CLAUSE 14.6, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.
- 14.8. **Indemnities.** Subject to Clause 16 (Limitation of Liability), each Party (the "IP Provider") shall indemnify and hold harmless the other Party (the "Indemnified Party") from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by the Indemnified Party in consequence of any claim brought by a third party against the Indemnified Party that the Indemnified Party's use of the Licensed Software (or any part thereof), in the event that Playtech is the IP Provider, or the Licensee's Assets (or any part thereof), in the event that Licensee is the IP Provider (as the case may be, hereinafter, the "Infringing IP"), infringes the Intellectual Property Rights of such third party ("IPR Claim"), provided that the Indemnified Party:
- 14.8.1. Notifies the IP Provider promptly in writing, after the Indemnified Party receives notice of the IPR Claim;
- 14.8.2. Gives the IP Provider sole control of the defense with respect to the IPR Claim and any settlement negotiations; and
- 14.8.3. Gives the IP Provider the information, authority, and assistance, at the IP Provider's cost, the IP Provider reasonably needs to defend against or settle the IPR Claim; provided, however, that Indemnified Party shall have no obligation to initiate suit to protect IP Provider's interests, so long as the Indemnified Party provides prompt written notice to IP Provider of the IPR Claim.
- 14.9. The IP Provider will not indemnify the Indemnified Party if the Indemnified Party alters the Infringing IP or uses it outside the scope of the permitted use or if the Indemnified Party uses a version of the Infringing IP which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Infringing IP which was provided to the Indemnified Party. The IP Provider will not indemnify the Indemnified Party to the extent that an IPR Claim is based upon any information, design, specification, instruction, software, data, or Licensed Software or Licensee's Assets as applicable not furnished by the IP Provider. Playtech will not indemnify the Licensee to the extent that an IPR Claim is based upon the combination of the Licensed Software with any products, hardware or services not provided by Playtech, provided that the Licensed Software, standing alone, would not otherwise give rise to the IPR Claim. **THIS CLAUSE PROVIDES THE PARTIES' EXCLUSIVE REMEDY FOR ANY IPR CLAIMS OR DAMAGES.**
- 14.10. If the IP Provider believes or it is determined that any of the Infringing IP may infringe someone else's Intellectual Property Rights, the IP Provider may choose, at its sole discretion, to either modify the Infringing IP to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially viable, the IP Provider may end the license or the Infringing part thereof immediately upon written notice. If the Licensee is the IP Provider, and such return materially affects Playtech's ability to meet its obligations under this Agreement, then Playtech may, at its option, terminate this Agreement or part of it, as applicable, immediately upon written notice.



- 14.11. For the avoidance of doubt, Playtech is not providing any warranty nor undertaking any responsibility whatsoever under this Agreement, directly or indirectly, with respect to any asserted breach of third party rights, if such asserted breach arises from the use of the Licensed Software otherwise than in accordance with this Agreement; or in combination with any software, hardware or data that has not been supplied or expressly authorized by Playtech, where without such combination no claim would arise.
- 14.12. PLAYTECH'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY IN RESPECT OF AN IPR CLAIM ARE AS SET OUT IN CLAUSES 14.8 to 14.10 AND SUBJECT TO CLAUSE 14.11 TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.
- 14.13. Without limiting any of Playtech's other rights and remedies hereunder or under Applicable Laws, Licensee agrees to defend Playtech and its stockholders, directors, officers, employees and other representatives (the "Playtech Parties") against all suits, claims or other actions, and to indemnify the Playtech Parties upon written demand, and to hold them harmless from any damages, losses and expenses, including reasonable attorneys' fees, payable to a third party by any Playtech Party, arising only out of any claim by a third party relating to a breach of Licensee's warranties or undertakings set out in this Agreement. Licensee shall notify Playtech promptly if it becomes aware that it is, or is likely to become, a party to any legal action which relates to Licensee's warranties or undertakings in this Agreement.
- 14.14. Playtech will ensure that there is no bias in the Licensed Software, and that random selection emulates live situations as much as is practically possible and economically feasible with computer generated situations.
- 14.15. The warranties set out in this Clause 14 are the entire and exclusive warranties made by Playtech with respect to the Licensed Software and the Services. To the maximum extent permitted by law, all other warranties and representations, whether express or implied, are excluded, and, in particular, PLAYTECH DOES NOT WARRANT THAT THE USE OF THE ONLINE GAMBLING SYSTEM FOR THE PURPOSE OF GAMBLING, AS THAT TERM IS COMMONLY UNDERSTOOD IN TRADE AND INDUSTRY, IS LEGAL IN ANY JURISDICTION; OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT USE BY LICENSEE OF THE LICENSED SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE LICENSED SOFTWARE OR TO SUCH OTHER SOFTWARE.
- 14.16. The Licensee acknowledges that the Licensed Software uses open source products.
- 15. Term and Termination**
- 15.1. The term of this Agreement shall commence on the Commencement Date above and shall continue for an initial period of three (3) years, from the Go Live Date (the "Initial Term"). In the event that either Party does not give written notice to the other Party of its intention not to renew this Agreement at least six (6) months prior to the end of the then current term, this Agreement shall automatically renew for further terms of two (2) years each and shall continue to be renewable on the same basis and for the same additional term (the "Renewal Term", and jointly with the Initial Term, the "Term").
- 15.2. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party, if the other Party:
- 15.2.1. has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within thirty (30) days after receiving notice from the terminating Party specifying the breach and requiring the breach to be remedied; for purposes hereof, a breach shall be considered capable of remedy if the defaulting Party can comply with the provision in question in all respects other than time of performance (provided that time of performance is not of the essence);
 - 15.2.2. ceases, or threatens to cease, to carry on the whole or a substantial part of its business;
 - 15.2.3. becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation;



- 15.2.4. is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within fourteen (14) days of presentation); or
- 15.2.5. has an administrator, an administrative receiver or trustee appointed over all or any of its assets.
- 15.3. In addition to the rights in Clause 15.2, Playtech shall have the right to terminate or suspend the operation of this Agreement with immediate effect in the event of:
- 15.3.1. any change of control of the Licensee or the Licensee's Group to a competitor (defined, for the purposes of this Clause, as an entity in the online gambling industry), unless Playtech has consented thereto in writing prior to such change provided that this Clause shall not apply in the case of an initial public offering of the Licensee's ultimate holding company on any regulated investment exchange;
- 15.3.2. any material breach of Licensee of any network policy, if such policy is applicable to the Licensee;
- 15.3.3. any material breach by Licensee of Clauses 2 (Software License), 4 (License Limitations; Reservation of Rights), 5 (Licensee's Assets), 6 (Payment), 7 (Exclusivity and Prominence), 8 (Certain Undertakings of Licensee), 10 (Gambling Licenses and Homologation; Modern Slavery, Anti-Bribery, Anti-Corruption, Anti-money laundering, counter-terrorist financing, tax evasion and the UK Criminal Finances Act 2017), 11 (Reports; Audit), 12 (Confidentiality) and/or 17 (General Representations and Warranties); or
- 15.3.4. the continued use by the Licensee of the Licensed Software and/or the Services following the expiration or termination date of this Agreement.
- 15.3.5. For the purpose of this Agreement, the term 'suspend the operation of this Agreement' means that Playtech has a designated licensing server that detects on a daily basis the Licensed Software, and in the event the Licensed Software shall be detected as an inactive license, then consequently the Licensed Software shall become inoperative. Playtech shall reverse this process and make the Licensed Software operative again once it is satisfied that Licensee has remedied the relevant breach or event set out in this Clause 15.3.

15.4. Effect of Termination

- 15.4.1. In addition to the Parties' rights and obligations on expiry or termination of this Agreement, for any reason whatsoever, Licensee shall cease all use of the Licensed Software and shall return, or, at Playtech's option, destroy, all copies of the Licensed Software, including any related Documentation, in its possession or control, and provide Playtech with a certificate signed by an officer of Licensee attesting thereof.
- 15.4.2. The expiry or termination of this Agreement for any reason shall not affect:
- (i) any rights, obligations or liabilities accrued before the date of termination or expiry;
 - (ii) any rights, obligations or liabilities under Clauses 6 (Payment), 9 (IPR Ownership), 11 (Reports; Audit), 12 (Confidentiality), 13 (Data Protection), 14 (Playtech's Warranties; Limitation on Playtech's Warranties), 16 (Limitation of Liability) and 18 (Governing Law and Submission to Jurisdiction); or
 - (iii) any rights, obligations or liabilities intended by their nature to survive termination or expiry.

16. Limitation of Liability

- 16.1. In addition to any limitation of liability appearing in any other provision hereof, EACH OF THE PARTIES SHALL NOT BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE:
- 16.1.1. INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND;
- 16.1.2. LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR



- 16.1.3. LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA.
- 16.2. IN ANY EVENT AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT WITH RESPECT TO DEFECTS, PLAYTECH SHALL NOT BE LIABLE WITH RESPECT TO ANY PAYMENTS MADE TO END USERS AS A RESULT OF OR IN CONNECTION WITH A DEFECT (AS SUCH TERM IS DEFINED IN CLAUSE 14.1.3), OTHER THAN AS WHEN LICENSEE SHALL NOTIFY PLAYTECH IN ADVANCE OF ANY PAYMENT EXCEEDING THE AMOUNT OF FIFTY THOUSAND EUROS (€50,000) (A "PAYMENT NOTIFICATION"), AND PLAYTECH SHALL, WITHIN FORTY EIGHT (48) HOURS FROM RECEIPT OF THE PAYMENT NOTIFICATION, COMMUNICATE TO LICENSEE EITHER APPROVAL OR REJECTION OF SUCH PAYMENT IN THE EVENT IT HAS DISCOVERED A DEFECT CAUSING AN ERRONEOUS ORDER OF PAYMENT TO AN END USER, AND FOR THIS PURPOSE ONLY COMMUNICATIONS SHALL BE MADE ELECTRONICALLY BY E-MAIL TO TECH@PLAYTECH.COM. NOTWITHSTANDING THAT A DEFECT IS DISCOVERED AFTER LICENSEE HAS MADE PAYMENTS TO END USERS EXCEEDING FIFTY THOUSAND EUROS (€50,000), IF LICENSEE HAS MADE SUCH PAYMENT WITHOUT HAVING RECEIVED PRIOR APPROVAL THEREOF BY PLAYTECH AS STIPULATED ABOVE, PLAYTECH SHALL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY, AND PLAYTECH SHALL NOT BE REQUIRED TO INDEMNIFY LICENSEE OR ANY THIRD PARTY FOR ANY LOSSES INCURRED OR PAYMENTS MADE AS A RESULT OF SUCH DEFECT. IN SUCH CASE, LICENSEE ACCEPTS FULL RESPONSIBILITY AND LIABILITY SHOULD IT MAKE AN UNAPPROVED PAYMENT, WHICH UPON LATER VERIFICATION WAS FOUND TO BE ERRONEOUS. HOWEVER, IN THE EVENT THAT PLAYTECH HAS GIVEN ITS PRIOR WRITTEN APPROVAL FOR AN ORDER OF PAYMENT TO AN END USER, WHICH AFTER SUCH APPROVAL WAS FOUND TO BE ERRONEOUS DUE TO A DEFECT, OR HAS FAILED TO REPLY WITHIN FORTY EIGHT (48) HOURS OF RECEIPT OF A PAYMENT NOTIFICATION, PLAYTECH SHALL BE REQUIRED TO INDEMNIFY LICENSEE FOR ANY PAYMENTS MADE TO END USERS AS A RESULT OF SUCH DEFECT.
- 16.3. THE MAXIMUM AGGREGATE LIABILITY OF PLAYTECH 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 LOWER OF: ONE HUNDRED THOUSAND EURO (€100,000) OR AN AMOUNT EQUIVALENT TO THE FEES OF THE PRECEDING SIX (6) MONTHS.
- 16.4. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY TO THE OTHER PARTY IN RESPECT OF FRAUD; DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE; ANY OTHER LIABILITY WHICH CANNOT BY LAW BE LIMITED OR EXCLUDED OR LICENSEE'S OBLIGATION TO PAY THE FEES AND/OR IN CONNECTION WITH ANY BREACH BY LICENSEE OF CLAUSE 4.6.
- 16.5. The provisions of this Agreement are in addition to any other limitation of liability set forth in any Schedule, which allocate the risks between Playtech and Licensee, and Licensee agrees and acknowledges that Playtech's pricing reflects this allocation of risk and the limitations of liability specified herein.
- 17. General Representations and Warranties**
- Each Party represents and warrants to the other Party that in respect of itself:
- 17.1. It is duly incorporated 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; and
- 17.2. It has full power to enter into, and to exercise its rights and perform its obligations under, this Agreement, and this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, in accordance with its terms.
- 18. Governing Law and Submission to Jurisdiction**
- This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the competent courts in the City of London, England shall have exclusive jurisdiction in all matters relating hereto (including non-contractual disputes or claims).
- 19. Miscellaneous**



19.1. Entire Agreement. This Agreement, together with the documents referred to in it, represent the entire terms agreed between the Parties in relation to the License to the Licensed Software and the Services set out herein, and supersedes and extinguishes any prior drafts, and all previous contracts, arrangements, representations, warranties of any nature, whether or not in writing, between the Parties relating to the same. Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement it is not relying upon, and shall have no remedy in respect of, any statement, representation, warranty, promise or assurance made or given by any other Party or any other person, whether negligently or innocently made, whether or not in writing, at any time prior to the execution of this Agreement, which is not expressly set out in this Agreement.

19.2. Amendments. Any purported amendment of this Agreement shall not be effective unless in writing signed by or on behalf of each of the Parties.

19.3. Assignment/Subcontracting.

None of the Parties shall assign, transfer, charge, create a trust over or otherwise deal in its rights or obligations under this Agreement, or purport to do so, without the prior written consent of the other Party. Notwithstanding the aforesaid, Playtech may assign or transfer its rights and obligations under this Agreement to any member of Playtech's Group, or any purchaser of the rights to the Licensed Software, any purchaser of Playtech's business or Playtech itself, or in connection with any public offering of Playtech. Playtech shall have the right to subcontract the provision of any of the services specified in this Agreement.

19.4. Notices

19.4.1. Notices between the Parties relating to this Agreement must be in writing, and must be delivered personally or sent by overnight courier, or by prepaid first class post, pre-paid air mail post or fax transmission to the address or fax number set out in Clause 19.4.2 below. Alternative details may be notified by a Party in writing for the purposes of this Clause.

19.4.2. Notices shall be treated as received as follows: If delivered by hand, when delivered; If sent by first class post within the UK, seventy-two (72) hours after posting; If sent by air mail post, ninety-six (96) hours after posting; If sent by fax, when received by the receiving fax. Any notices that would be treated as received otherwise than from 9.00 am to 5.00 pm on a Business Day shall be deemed given on the next Business Day.

Address/Fax for Playtech:
Ground Floor, St George's Court,
Upper Church Street,
Douglas
Isle of Man IM1 1EE
Fax No: +44 (0) 870 124 9124
FTAO: General Counsel

Address/Fax for Licensee:
Kaya Richard J. Beaujon Z/N, Curacao
P.O. Box 6248
dir@playfortuna.com
info@g-force-corporate-services.com
Fax No:



FTAO: Managing Director

- 19.5. Force Majeure.** A Party who becomes aware of a Force Majeure Event, as such term is defined in Schedule 4 (Services and Service Levels) which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effect of the Force Majeure Event. Subject to due compliance with the foregoing, neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from the occurrence of a Force Majeure Event.
- 19.6. Non-Solicitation.** During the Term and for one (1) year thereafter, either Party shall not, directly or indirectly, hire or solicit any employee of the other Party or anyone who was an employee, consultant or independent contractor of the other Party at any time within the six (6) month period immediately prior thereto, or encourage any employee, consultant, independent contractor or agent of the other Party to terminate such employment, or agency or other relationship with the other Party. Notwithstanding the foregoing, it shall not be considered a breach of this Clause for a Party to hire an employee, consultant, independent contractor or agent responding to publicly advertised job opening announcements.
- 19.7. Relationship of the Parties.** Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall be construed as creating a partnership or joint venture of any kind between the Parties, or as constituting either Party as the agent of the other Party for any purpose whatsoever. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.
- 19.8. Remedies Not Exclusive.** Except as expressly provided in certain clauses in this Agreement, all other rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 19.9. No Waiver.** A failure or delay by either Party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. A waiver by either Party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default. A purported waiver or release under this Agreement is not effective unless it is a specific authorized written waiver or release.
- 19.10. Severability.** Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid or unenforceable, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect. If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement.
- 19.11. Counterparts.** This Agreement may be executed in any number of counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.
- 19.12. Further Assurances.** Each Party will, at the request and expense of the other Party, execute any document and do anything reasonably necessary to implement this Agreement, and use all reasonable endeavors to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.
- 19.13. Costs.** Save as otherwise stated in this Agreement, each Party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.



19.14. Third Party. Neither Party intends that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

In witness whereof, the Parties have executed this Agreement as of the Commencement Date.

Signed for and on behalf of
PLAYTECH SOFTWARE LIMITED

Signature:

Name:

Title:


ANDREW SMITH
DIRECTOR

Signature:

Name:

Title:

MORAN WITZEL
DIRECTOR

Signed for and on behalf of
GLOBONET B.V.

Signature:

Name:

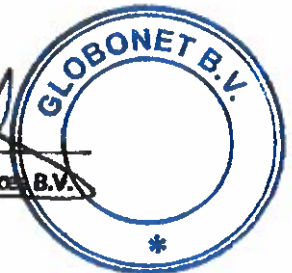
Title:

Date:


Global Related Services B.V.

Managing Director

October 17, 2018



Signature:

Name:

Title:

Schedule 2

Definitions and Interpretation

1. In this Agreement, the following terms shall have the following meanings:
 - 1.1. **"Agreement"** shall have the meaning ascribed thereto in the Cover Form.
 - 1.2. **"Applicable Law"** means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.
 - 1.3. **"Branded Agreements"** the agreements that specify the applicable terms per each Branded Game that are accessed, accepted and signed either online via the Playtech website (playtech.com) or as otherwise indicated by Playtech. Each Branded Agreement shall be subject to prior-authorization and the completion by Licensee of the due diligence approval process (as applicable).
 - 1.4. **"Branded Games"** means any and all games provided to Playtech (or a member of Playtech's Group) by various third parties and/or developed under a license to use third parties' intellectual property rights and are subject to additional costs, as may be licensed to Licensee (per its request), subject to the terms of this Agreement and the applicable Branded Agreement. It is hereby clarified that the Branded Games shall only be made available to Licensee, if and where applicable, and if so applicable - at a time to be determined by Playtech, at Playtech's sole and absolute discretion.
 - 1.5. **"Branded Games Revenue"** means such sum as may be calculated in any calendar month, in respect of all the Branded Games, the aggregate of Branded Games Bets less Branded Games Winnings, where:
 - 1.5.1. **"Branded Games Bets"** means all sums wagered by End Users on all Branded Games in that month;
 - 1.5.2. **"Branded Games Winnings"** means all winnings by End Users participating in all Branded Games during that month (for the avoidance of doubt, this shall not include any Progressive winnings by End Users (if applicable));
 - 1.5.3. **"Progressive Winnings"** shall mean (if applicable) the sums payable to the participating End Users who shall be entitled to receive such payments upon winning in any of the Branded Games which have progressive jackpots on Playtech's progressive jackpot network.
 - 1.6. **"Business Day"** means any day which is not a Saturday, Sunday or a public or bank holiday in England.
 - 1.7. **"Commencement Date"** means the date set out at the beginning of this Agreement.
 - 1.8. **"Competent Authority"** means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, any of the Parties hereto or any activity of any of the Parties hereto.
 - 1.9. **"Competent Regulator"** means the competent data protection regulator.
 - 1.10. **"Content Platform"** means the gambling software platform provided by Playtech and/or any member of the Playtech Group through which Licensee can offer certain POP Games and Third Party Games to End Users.
 - 1.11. **"Cover Form"** means the document attached at the top of this Agreement and summarizes the commercial terms of this Agreement.
 - 1.12. **"Credits"** means legitimate refunds to the End User's account with the Online Gambling System.
 - 1.13. **"Data Protection Legislation"** means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, the GDPR (and any related national legislation), any replacement or repealing legislation, and any codes of practice issued by a Competent Regulator relating to the same, where "GDPR" means Regulation (EU) 2016/679.



- 1.14. **"Digital Platforms"** means Licensee's websites operating under its 'Playfortune' brand ("Websites") and their online or mobile (using any Mobile Device) form, and any other interactive platform which may be made available to End Users. For clarity, Licensee may not change the name of the Website or any other Digital Platform without Playtech's prior written consent.
- 1.15. **"Documentation"** means the documentation, specification, information, directions, explanations and similar material relating to the Licensed Software supplied by Playtech to Licensee from time to time.
- 1.16. **"End User"** means a player who utilizes the Online Gambling System.
- 1.17. **"End User License Agreement"** means an agreement that End Users must enter into as a condition to their use of the Licensed End User Software, currently in the form of Schedule 3 hereof, as may be revised pursuant to the terms hereof from time to time.
- 1.18. **"End User Software"** means that portion of the Licensed Software which is the 'client' in the Licensed Software's client-server architecture, whether in downloadable or non-downloadable form, including the related Documentation; the End User Software enables an End User's device or other media to access and utilize the services provided by the Game Server Software.
- 1.19. **"Excluded Territories"** means Australia (save for Sports under the terms set further below in this Clause), Cyprus, Hong Kong, Israel, Latvia (for Live Games only), Macau, the Philippines, the Republic of Turkey, Singapore, Ukraine and the USA and its territories, plus, unless Licensee obtains the relevant license, consent or permit from the Competent Authority in the jurisdiction, and subject to agreement between the parties in respect of additional commercial terms, Australia (for Sports only), Belgium, Bulgaria, Colombia, Denmark, the Czech Republic, Estonia, France, Italy, Poland, Portugal, Romania, Spain, Switzerland and the United Kingdom, together with such other jurisdictions added in accordance with Clause 4.3 of this Agreement.
- 1.20. **"Fees"** means the payments that Licensee must pay to Playtech hereunder, as described in the Cover Form hereto.
- 1.21. **"Games Net Revenue"** means such sum as may be calculated in any calendar month, in respect of all the games offered through the Content Platform ("Games"), the aggregate of Games Bets less Games Winnings less Redeemed Games Bonuses up to a maximum of ten per cent (10%), where:
- 1.21.1. **"Games Bets"** means all sums wagered by End Users on all Games in that month;
- 1.21.2. **"Games Winnings"** means all winnings by End Users participating in all Games during that month (for the avoidance of doubt this shall not include any Progressive winnings by End Users (if applicable));
- 1.21.3. **"Redeemed Games Bonuses"** means all bonuses for use solely on Playtech games consisting part of the Games (but for clarity – no Third Party Games) for which the End User has met the wagering requirements during that month resulting in the bonus amount or part thereof being transferred from the End User's bonus balance to his or her real money balance and able to be withdrawn by the End User without any limitations; and
- 1.21.4. **"Progressive Winnings"** shall mean (if applicable) the sums payable to the participating End Users who shall be entitled to receive such payments upon winning in any of the Games which have progressive jackpots on Playtech's progressive jackpot network.
- 1.22. **"Game Server Software"** means that portion of the Licensed Software which is the 'server' in the Licensed Software's client-server architecture, including the related Documentation.
- 1.23. **"Go Live Date"** means the first day of the calendar month in which the Online Gambling System or any part thereof, is first used for real money transactions by End Users.
- 1.24. **"Group"** means, in respect of a Party, the holding company of that company, together with every subsidiary of that holding company; a company is a 'subsidiary' of another company, its "holdings 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.

- 1.25. **"Intellectual Property Rights"** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.26. **"License"** means the license granted under Clause 2.1 of the Agreement, subject to the terms and conditions therein.
- 1.27. **"License Fees"** means such sums payable by Licensee to Playtech, as set forth on the Cover Form.
- 1.28. **"Licensed Software"** means Playtech's online gambling software, including the products described on the Cover Form, any additional Playtech's online gambling products which may be provided by Playtech to Licensee pursuant to the terms of this Agreement and including any Updates thereto; the Licensed Software is comprised of the Game Server Software and the End User Software, together, including any Updates thereto.
- 1.29. **"Local Jackpot"** means a collective jackpot managed by the Licensee which is not part of the Progressive Jackpot and which accumulates contributions through numerous wagers played in each game by End-Users using the Online Gambling Systems. Contributions to the Local Jackpot and winnings paid by the Local Jackpot are deemed Casino Bets and Casino Winnings, respectively, for the purpose of this Agreement.
- 1.30. **"Mobile Devices"** means any and all mobile devices, including, without limitation tablets, phones, smartphones and media players, which are capable of communicating on a cellular network and/or wireless and/or otherwise, such as, but not limited to, iPhone, iPod or iPad.
- 1.31. **"Mobile Game"** means a game designated to be played on Mobile Devices, whether as a native application or browser based application. Mobile Games are not currently supported by all operating systems and/or devices and may not be available in all territories, languages and/or currencies.
- 1.32. **"Object Code"** means any compiled, assembled, or machine executable version of the Licensed Software, or any part thereof.
- 1.33. **"Online Gambling System"** means Licensee's interactive gambling system and related services operated on the Digital Platforms, using the Licensed Software pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.34. **"Personal Data"** means the personal data processed by Playtech on behalf of Licensee pursuant to this Agreement, as further described in Schedule 5.
- 1.35. **"POP Games"** means those casino games provided by Playtech to Licensee and which are available to End Users via the End User Software and such additional games which Playtech makes available to Licensees from time to time.
- 1.36. **"Progressive Balance"** means the balance of the Progressive Deposit less the Progressive Contribution.
- 1.37. **"Progressive Contribution"** means the percentage rate of contribution required per each of the Progressive Jackpot Games multiplied by the total sums wagered in each such games by Licensee's End Users as may be amended from time to time by Playtech.
- 1.38. **"Progressive Deposit"** means the funds transferred by Licensee to enable its End Users to participate in the Progressive Jackpot Games.
- 1.39. **"Progressive Jackpot"** means a collective jackpot (less the respective Progressive Winnings) which accumulates Progressive Contributions through numerous wagers played in each game by End-Users distributed across multiple online gambling systems which participate in the shared progressive jackpot network.



- 1.40. **"Progressive Jackpot Games"** means those casino games which are connected to, and contribute a percentage of wagers to the Progressive Jackpot and which Licensee has elected to offer to End Users.
- 1.41. **"Progressive Jackpot Games Management"** means those services described in Section 1 of Schedule 8.
- 1.42. **"Progressive Winnings"** means the sums End Users are validly entitled to receive upon winning a Progressive Jackpot Game.
- 1.43. **"Seed Amount"** means the amount required to restart a particular Progressive Jackpot Game following the Progressive Jackpot being won in respect of that Progressive Jackpot Game.
- 1.44. **"Select Games"** means such games as may be licensed by Playtech to Licensee, from time to time (per Licensee's request), subject to certain prerequisites and additional fees.
- 1.45. **"Select Games Revenue"** means such sum as may be calculated in any calendar month, in respect of all the Select Games as follows: the aggregate of Select Games Bets less Select Games Winnings, where:
- 1.45.1. **"Select Games Bets"** means all sums wagered by End Users on all Select Games in that month;
- 1.45.2. **"Select Games Winnings"** means all winnings by End Users participating in all Select Games during that month (for the avoidance of doubt, this shall not include any Select Games Progressive winnings by End Users (if applicable));
- 1.45.3. **"Select Games Progressive Winnings"** shall mean (if applicable) the sums payable to the participating End Users who shall be entitled to receive such payments upon winning in any of the Select Games which have progressive jackpots on Playtech's progressive jackpot network.
- 1.46. **"Services"** means the services that Playtech shall provide or procure the provision of to Licensee as set out on the Cover Form.
- 1.47. **"Service Fees"** means such sums payable by Licensee to Playtech for the various Services provided under the Agreement, as set forth on the Cover Form.
- 1.48. **"Source Code"** means the human readable form of the Licensed Software.
- 1.49. **"Term"** means the period set out in Clause 15.1 of this Agreement.
- 1.50. **"Third Party Game"** means a casino game (including, for the avoidance of doubt, a slot game) owned and licensed by an entity which is not a member of the Playtech Group.
- 1.51. **"Third Party Game Agreement(s)"** means the agreement(s) entered between Playtech and/or Licensee and the supplier of a Third Party Game in connection with the offering of Third Party Games through the Content Platform.
- 1.52. **"Third Party Game Integration Fee"** means the amount set out on the Cover Form.
- 1.53. **"Third Party Games Net Revenue"** means, in respect of a calendar month, the aggregate of Third Party Games Bets less Third Party Games Winnings less Third Party Games Redeemed Bonuses up to a maximum of ten per cent (10%), where for the purpose of this Clause:
- 1.53.1. **"Third Party Games Bets"** means all sums wagered by End Users on all Third Party Games in such month; and
- 1.53.2. **"Third Party Games Winnings"** means all winnings from Third Party Games during such month (for the avoidance of doubt, this shall not include any Third Party Progressive winnings by End Users (if applicable));
- 1.53.3. **"Third Party Games Redeemed Bonuses"** shall mean all bonuses for use solely on the Third Party Games for which the End User has met the wagering requirements during that month resulting in the bonus amount or part thereof being transferred from the End User's bonus balance to his or her real money balance and able to be withdrawn by the End User without any limitations; and



- 1.53.4. **"Third Party Progressive Winnings"** shall mean (if applicable) the sums payable to the participating End Users who shall be entitled to receive such payments upon winning in any of the Third Party Games which have progressive jackpots on Playtech's progressive jackpot network.
- 1.54. **"Unsolicited Commercial Email" or "UCE"** means an electronic message sent actively to one or more recipients, without the recipient's express consent (by solicitation, opt-in or in context of an established conversation), for the purpose of advertising a commercial product or service. UCE is usually (but not limited to) e-mail. Pop-up windows on stock (uncompromised) browsers are not UCE as they require a user to click on a hyperlink, regardless of whether or not the text of the link is misleading. If a recipient had checked an opt-in list permitting the message, then the message is not spam.
- 1.55. **"Updates"** means any enhancements, modifications, additions, compilations or updates to the Licensed Software, which are made generally available by Playtech to its licensees, but excluding upgrades and new features, supplied by Playtech to Licensee.



Schedule 3
End-User License Agreement

IMPORTANT

THIS WEBSITE IS OPERATING THE GAMBLING SOFTWARE PLATFORM OF PLAYTECH SOFTWARE LIMITED AND ITS GROUP COMPANIES (THE "VENDOR") UNDER A LICENSE FROM VENDOR. A CONDITION TO YOUR DOWNLOADING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW) IS THAT YOU ENTER INTO THE FOLLOWING LEGALLY BINDING SUB-LICENSE AGREEMENT WITH US, WHICH GOVERNS YOUR USE OF THE SOFTWARE.

PLEASE READ THIS AGREEMENT CAREFULLY TO MAKE SURE YOU FULLY UNDERSTAND ITS CONTENT. IF YOU HAVE ANY DOUBTS ABOUT YOUR RIGHTS AND OBLIGATIONS RESULTING FROM THE ACCEPTANCE OF THIS AGREEMENT, PLEASE CONSULT AN ATTORNEY OR OTHER LEGAL ADVISOR IN YOUR JURISDICTION.

IMPORTANT: PERSONS LOCATED IN CERTAIN TERRITORIES, CURRENTLY INCLUDING THE UNITED STATES OF AMERICA AND ITS TERRITORIES, ISRAEL AND THE COUNTRIES SPECIFIED AS PROHIBITED, EXCLUDED OR SIMILAR AS PART OF THE TERMS AND CONDITIONS AND/OR LIST ON THE WEBSITE, IN EACH CASE AS SUPPLEMENTED FROM TIME TO TIME (THE "PROHIBITED JURISDICTIONS") ARE NOT PERMITTED TO USE THE SOFTWARE IN ANY WAY OR MANNER IN CONNECTION WITH ANY REAL MONEY PLAY. TO REMOVE ANY DOUBT, THIS RESTRICTION ALSO APPLIES TO RESIDENTS AND CITIZENS OF OTHER NATIONS WHILE LOCATED IN A PROHIBITED JURISDICTION. THE FACT THAT THE WEBSITE IS ACCESSIBLE IN A PROHIBITED JURISDICTION, OR THAT THE SOFTWARE ALLOWS THE USE OF THE OFFICIAL LANGUAGE OF A PROHIBITED JURISDICTION, SHALL NOT BE CONSTRUED AS A LICENSE TO USE THE SOFTWARE IN SUCH PROHIBITED JURISDICTION. ANY ATTEMPT TO CIRCUMVENT THIS RESTRICTION, FOR EXAMPLE, BY USING A VPN, PROXY OR SIMILAR SERVICE THAT MASKS OR MANIPULATES THE IDENTIFICATION OF YOUR REAL LOCATION, OR BY OTHERWISE PROVIDING FALSE OR MISLEADING INFORMATION REGARDING YOUR CITIZENSHIP, LOCATION OR PLACE OF RESIDENCE, OR BY MAKING BETS OR WAGERS USING THE SOFTWARE THROUGH A THIRD PARTY OR ON BEHALF OF A THIRD PARTY LOCATED IN A PROHIBITED JURISDICTION IS A BREACH OF THIS AGREEMENT AND MAY CONSTITUTE A CRIMINAL OFFENSE. IF IT BECOMES APPARENT, OR WE HAVE REASONABLE GROUNDS TO SUSPECT, THAT YOU ARE LOCATED IN ANY OF THE PROHIBITED JURISDICTIONS, THIS MAY RESULT IN CLOSING YOUR PLAYER ACCOUNT, WITHOUT AN OBLIGATION TO PROVIDE YOU WITH ADVANCE NOTICE, FREEZING THE FUNDS THEREIN AND PROVIDING THE APPLICABLE DETAILS TO VENDOR AND/OR RELEVANT AUTHORITIES, ALL IN ACCORDANCE WITH APPLICABLE LAWS AND AGREEMENTS, AND YOU SHALL BE LIABLE TO US FOR ANY DAMAGE OR LOSS RESULTING THEREFROM.

BY ACCEPTING THE TERMS AND CONDITIONS (INCLUDING BY TICKING THE "I AGREE" BOX) ("ACCEPTANCE"), YOU AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THE TERMS AND CONDITIONS AND DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE.

1. Definitions



The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

- 1.1. "Assistance Programs" means any artificial intelligence including, without limitation, 'robots' and/or any other computer generated program used to interact with the Software in aid or in place of a player.
- 1.2. "IP Rights" means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.3. "Online Games" means the internet gambling games on the Website and related services and gambling activities (including, but not limited to, online casino, online bingo, online poker and any other games) offered on the Website and forming part of the Software.
- 1.4. "Player Account" means a personal account opened by an individual and maintained with Us to enable that person to play the Online Games;
- 1.5. "Poker Room" means the poker room and/or any other poker gambling activities offered by Us on our Website and/or on Our downloadable poker client;
- 1.6. "Software" means the software required to be downloaded, accessed or otherwise utilized by You from the Website for the purpose of participating in the Online Games, including the related documentation and including any enhancements, modifications, additions, translations or updates to such software.
- 1.7. "Us", "We", "Our" and similar terms mean Globonet B. V..
- 1.8. "Website" means <https://playfortuna.com>, and any related sites on which the Online Games are accessible via links or any other access way.
- 1.9. "You", "Your" and similar terms mean the user of the Software downloaded from the Website.

2. Subject Matter of Agreement

The rules of the Online Games are placed in the <https://playfortuna.com/en/display/terms> as well as other sections of the Software and the Website, including but not limited to, rules describing how to play the Online Games, tournaments, and any other rules governing particular game, event and tournament. All such rules are incorporated and included under the term and conditions set out herein.

3. License to Use the Software; Restrictions

- 3.1. We hereby grant to You a limited, personal, non-transferable, non-exclusive, worldwide (except as noted below) license to download, access and otherwise utilize the Software on Your device, in order to play the Online Games, in accordance with this agreement.
- 3.2. This license applies only to the object code of the Software (i.e., the compiled, assembled, or machine executable version of the Software) and does not grant you any rights whatsoever with respect to the source code of the Software.
- 3.3. Notwithstanding anything to the contrary herein, persons located in the Prohibited Jurisdictions are not permitted to use the Software in any way or manner in connection with any real-money play. To remove any doubt, this restriction also applies to residents and citizens of other nations while located in a Prohibited Jurisdiction. This license does not apply to, and does not allow You the use of the Software in or from any Prohibited Jurisdictions, and the fact that the Website is accessible in a Prohibited Jurisdiction, or that the Software allows the use of the official language of a Prohibited Jurisdiction, shall not be construed as a license to use the Software in such Prohibited Jurisdiction. Any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding your



location, citizenship, or place of residence, or by making bets or wagers using the Software through a third party or on behalf of a third party located in a Prohibited Jurisdiction, is a breach of this agreement and may constitute a criminal offense under applicable laws. If it becomes apparent, or We have reasonable grounds to suspect, that You are located in any of the Prohibited Jurisdictions, this may result in closing Your Player Account, without an obligation to provide You with advance notice, freezing the funds therein and providing the applicable details to Vendor and/or relevant authorities, all in accordance with applicable laws and agreements, and You shall be liable to Us for any damage or loss resulting therefrom. **IT IS YOUR DUTY TO CONSULT AND CHECK REGULARLY OUR WEBSITE REGARDING THE LIST OF THE PROHIBITED JURISDICTIONS.**

3.4. We reserve any and all rights not expressly granted in Section 3.1 above. In addition, You are not permitted to, and You agree to permit or assist others to:

3.4.1. use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it;

3.4.2. decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it;

3.4.3. transfer, loan, lease, assign, rent, or otherwise sublicense the Software;

3.4.4. remove any copyright, proprietary or similar notices from the Software (or any copies of it);

3.4.5. operate the Software or any part of it for the benefit of or on behalf of any third party, including by way of 'bulletin board', online service or remote dial-in, application service provider services, Internet service provider services, timesharing arrangements, outsourcing services or bureau services;

3.4.6. copy or translate any user documentation provided online or in electronic format;

3.4.7. enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Poker Room or the Website or attempt to make any changes to the Software and/or any features or components thereof; or

3.4.8. use any Assistance Programs in connection with the Software and/or the Online Games. You are prohibited from any interaction within the Online Games that is not the direct result of You personally utilizing the Software for the purpose for which it was intended.

3.5. You acknowledge and agree that We may take steps to detect and prevent the use of Assistance Programs. These steps may include, but are not limited to, examination of software programs running concurrently with the Software on Your device. You agree that you will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps. Any attempt to restrict Us in this matter will entitle Us to immediately suspend the availability of the Software to You and You shall immediately forfeit any winnings.

3.6. You acknowledge and agree that all IP Rights, title and interest in and to the Software, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Software, belong exclusively to the Vendor, even if developed based on ideas, suggestions or proposals by You or any other third party. By accepting this agreement, You irrevocably assign to the Vendor all right, title, and interest You may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how, and You agree to sign and deliver to the Vendor such documents as Vendor considers desirable to evidence or effect the assignment of all of the aforesaid rights to the Vendor. You agree not to, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Software belong to any third party other than the Vendor, or that they infringe the IP Rights of others.

4. Your Duty to Examine Legality of Use



You confirm that You are older than 18 years, and in any event of legal age as determined by the laws of the country where you are located. You also confirm that You are aware of the legal issues relating to the operation of online gambling sites, and that You understand that We and the Vendor are not warranting in any way or manner that the use of the Software for the purposes of gambling, as such term is commonly understood in the industry, is legal in any jurisdiction.

Given the changes in the legal status of online gambling in various jurisdictions, You undertake to examine the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You and to do the same only in compliance with all applicable laws and orders of any competent authority.

5. Disclaimer of Warranties

THE SOFTWARE IS MADE AVAILABLE TO YOU HEREUNDER ON AN 'AS IS' BASIS, WITHOUT ANY UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

WE AND THE VENDOR, AND ALL OF THEIR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND, WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, WE AND THE VENDOR DO NOT WARRANT, AMONG OTHER THINGS, THAT (A) THE SOFTWARE WILL BE NON-INFRINGEMENT, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS VIRUS-FREE; (C) THE SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR (D) USE BY YOU OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURRING IN CONNECTION WITH THE SOFTWARE, NEITHER WE NOR THE VENDOR NOR THEIR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.

NEITHER WE NOR THE VENDOR NOR OUR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR PAYMENTS MADE (OR NOT MADE) TO YOU AS A RESULT OF A DEFECT OR ERROR IN THE SOFTWARE, OR IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY THE VENDOR OR ANY THIRD PARTY FOR THE RETURN OF SUCH PAYMENTS OR OTHERWISE IN CONNECTION WITH SUCH PAYMENTS.

You hereby acknowledge that it is not in Our control how the Software is used by You. You load and use the Software at Your own risk and in no event shall We be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Our negligence).

6. Confidentiality

The Software includes non-public and confidential information, which is secret and valuable to Us or the Vendor. You agree, as long as You use the Software and thereafter, to (a) keep all such confidential information strictly confidential; (b) not to disclose such confidential information to a third party, and not to use such confidential information for any purpose other than participating in the Online Games. You further agree to take all reasonable steps at all times to protect and keep confidential such confidential information.

7. Your Warranties and Representations

You warrant and represent to Us that:

7.1. You are not a resident of any of the Prohibited Jurisdictions; and

7.2. You have examined the legality of Your participation in the Online Games and use of the Software in each jurisdiction that is applicable to You, and have found the same to be legal in such jurisdictions under all applicable laws and orders of any competent authority.

8. Changes to this Agreement



- 8.1. We may make changes to this Agreement at any time, at our sole discretion. Such changes will take effect from the date specified by us on the Website, whether or not We have notified You specifically of such changes. It is important, therefore, that You log in to the Website from time to time to check to see whether there is a notification of change.
- 8.2. You agree to be solely responsible for becoming informed of such changes. If You continue to use the Software or the Online Games after the effective date of certain changes (regardless of the way We have notified such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Software or the Online Games any further.

9. Term and Termination

- 9.1. This agreement is effective, and binding upon You, from the moment of Your Acceptance, and shall remain in force unless terminated in accordance with the provisions hereof.
- 9.2. You may terminate this agreement with immediate effect at any time, subject to the terms of Section 9.4. Termination by You shall be effected by sending Us written notice of the termination of Your participation on the Website and the Online Games and closure of Your account with Us.
- 9.3. We may terminate this agreement with immediate effect at any time, by written notice to You.
- 9.4. Upon any termination of this agreement, whether by Us or by You, You agree and acknowledge that (i) Your rights to use the Software shall immediately terminate, and (ii) You will cease any and all use of the Software, and (iii) You will remove the Software from your computer, hard drives, networks and other storage material.

10. No Claims Against Vendor; Limitation of Liability

- 10.1. You understand and agree that We will be solely responsible to You under this agreement, and while Your commitments under this agreement are also for the benefit of the Vendor, its affiliates and related parties (and can therefore be enforced by them too), Vendor, its affiliates and related parties are not parties to this agreement and will not be liable for any damages of any kind whatsoever caused to You or any third party, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.
- 10.2. You are free to choose whether to download and use the Software. If You do so, You acknowledge that You do it with the full understanding of this agreement, including the provisions of this Section 10, and at Your own risk. IN NO EVENT SHALL WE (AND FOR THE AVOIDANCE OF DOUBT, ALSO VENDOR) OR ANY OF THEIR AFFILIATES AND RELATED PARTIES, IN AGGREGATE:
 - 10.2.1. BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; OR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA; or
 - 10.2.2. BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWSOEVER ARISING UNDER CONTRACT OR ANY THEORY OF LAW, FOR DAMAGES EXCEEDING THE LOWER OF (A) THE AMOUNT DEPOSITED BY YOU WITH US AND USED BY YOU FOR GAMBLING PURPOSES, OR (B) €1,000 (ONE THOUSAND EUROS).

11. Shared Poker Room Network

- 11.1. We may participate in a shared poker room network which enables You to play poker together with other players from other poker room websites all joining the same game or the table or the tournament through a shared poker room platform managed by a third party provider of poker network services.
- 11.2. You therefore agree that once You join a shared poker room You will accept and comply with the rules and the terms and conditions that apply on the shared poker room including any of its games, tables, tournaments.

11.3. You acknowledge and agree that We and/or the operator of the shared poker network, at our both sole discretion, reserve the right to terminate Your game or block Your account as well as deny You from accessing the shared poker network, either from the Website or from any other websites thereafter, in the event that You violate any of the game rules or any of the terms and conditions set out hereunder.

11.4. You further acknowledge and accept that We and/or the operator of the shared poker network, reserve the right, both at our sole discretion, to collect, process and record both in our databases any information in connection with your game patterns, personal data, depositing of funds and any other related information and inquiries that will help prevent any fraud, collusion or alike improper behavior.

12. Security

12.1. Collusion Prevention:

12.1.1. Collusion means a situation where two or more players attempt to earn an unfair advantage by sharing knowledge of their cards or other information at a poker table. Any player who attempts to or colludes with any other player while using the Poker Room will be prohibited from ever using the Poker Room or the Website or the Software or any of our other related services and their player account will be terminated effective immediately. We will do our best to investigate complaints received against players suspected of collusion. If We will suspect of a collusive behavior during a game, We may, in Our sole discretion, terminate the suspected players' access to the Poker Room and/or block their accounts. We will not be liable under any circumstances whatsoever for any loss You or any other player may accrue as a result of the collusive or otherwise unlawful activity and We will not be further obliged to take any other actions in any event of suspected of collusion, fraudulent or fraud.

12.1.2. We will only use Your personal information in accordance with our privacy policy, which is set out in full at www.____.com/privacy ("Privacy Policy"). We reserve the right to amend the Privacy Policy at any time. However, We reserve the right to ask You to provide Us with additional details and any such additional information will be kept confidential. We further reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. Subject to the provisions of the Privacy Policy, this right to disclose personal information to bodies or authorities whose purpose is to investigate money laundering, fraud and other criminal activity will be to the extent required by law.

13. Your Responsibilities

You shall not transfer in any way whatsoever Your rights under this agreement without our prior written consent.

14. Your Warranties and Representations

You warrant and represent that:

14.1. You are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game You play or will play on the Poker Room.

14.2. You are over the age of eighteen.

15. Reservation of Rights

15.1. We reserve, at Our sole discretion, the right to:

15.2. change, suspend, remove, modify or add any game or tournament on the Online Games.

15.3. We may at any time disclose certain personal information of Yours to third parties in accordance with Our Privacy Policy, which is set out in full at www.____.com/privacy.

15.4. We may at any time without prior notice to You terminate Your use of the Online Games and block Your Player Account if We consider that You are in breach of any of the terms and provisions of this agreement or that You are otherwise



acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse You for any of the funds in Your Player Account.

16. General Provisions

- 16.1. **Governing Law.** The construction, validity and performance of this agreement will be governed by the laws of England.
- 16.2. **Competent Courts.** Any legal proceedings arising out of or relating to this agreement will be subject to the jurisdiction of the courts of London, England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.
- 16.3. **Severability.** The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.
- 16.4. **Language.** The English language version of this agreement will prevail over any other language version issued by us.
- 16.5. **No assignment by You.** You are not allowed to assign this agreement or any rights or obligation hereunder to any other party.
- 16.6. **Priority.** This agreement shall prevail in the event of any conflict between the terms and conditions herein and any other agreement or document referred to herein or used in connection with the Software.
- 16.7. **Notices.** You agree to receive communications from Us in an electronic form. Electronic communications may be posted on the pages within the Website or the messages/help files of Your client application, or delivered to Your e-mail address. All communications in either electronic or paper format will be considered to be in 'writing' and to have been received no later than five business days after posting or dissemination, whether or not You have received or retrieved such communication. We reserve the right, but assume no obligation, to provide communications in paper format. Any notices required to be given in writing to Us or any questions concerning this agreement should be addressed to support@[●].com.



Schedule 4
Services and Service Levels

1. Support Services

- 1.1. This Schedule shall enter into force 60 days following the Go Live Date.
- 1.2. The Licensed Software provides facilities enabling End Users to access and place bets (for real money or for play-for-fun) either online or by downloading and installing Licensed End User Software on the prospective End User's computer. In addition, the Licensed Software contains features which enable Licensee to monitor its Online Gambling System activity.
- 1.3. Playtech shall be responsible for the installation of the Licensed Software in the event that Licensee hosts the Online Gambling System on its own servers (other than the installation of the End User Software).
- 1.4. Playtech shall provide all software necessary to enable an End User and all potential End Users to download and install the Licensed End User Software on such End User's PCs except for the usual personal computer software which is required to be separately obtained by an End User from a third party such as Flash, Microsoft Office etc.
- 1.5. The Account Manager or a suitable representative of Playtech shall meet (either by way of telephone conference or in person) on a regular basis with the suitable representative of Licensee.
- 1.6. Technical support personnel shall be available to Licensee to answer technical questions in relation to and assist Licensee to correctly utilize, the Licensed Software on a 24 hours per day, 7 days per week basis, such availability to be by way of telephone or by email request to member of Playtech's technical support team.

2. Definitions

In addition to the definitions set out in the main body of the Agreement which apply in this Schedule, the following definitions shall apply:

- 2.1. "Back Office Systems" means facilities whereby Licensee can obtain access for the purpose of Licensee's monitoring its End Users' activity for the purpose of customer service, management and reconciliation.
- 2.2. "Defect Correction" means either a bug fix, work-around, patch, or other modification or addition that brings the Licensed Software into conformity with the Documentation and applicable specifications.
- 2.3. "Emergency Maintenance" means any maintenance work (not being Planned Maintenance) which Playtech reasonably determines is urgently required, and which could not be carried out as Planned Maintenance.
- 2.4. "Planned Maintenance" means routine upgrades, repairs, maintenance, replacements, regulatory inspections or other work on any systems, hardware or software used in connection with the provision and operation of the Licensed Software which Playtech reasonably deems to be necessary; and which activity necessitates such Licensed Software to be unavailable for use or suffer a degradation of its usability, utility or functionality, provided that Playtech has given prior notice of such activity to Licensee in accordance with the terms of this Schedule.
- 2.5. "Priority A Defect" means a defect that renders Licensed Software inoperative or causes a complete failure of the Licensed Software in such a way that the licensed software is completely not available for the End Users. For example: End Users cannot access the Online Gambling System or any substantial parts thereof which are crucial for its operation such as the cashier.
- 2.6. "Priority B Defect" means a defect that substantially degrades the operation, function or performance of Licensed Software, included but not limited to: Back Office System (also known as casino admin) is completely inoperative for the Licensee, or that either of the progressive jackpot, or the sign up of new End Users are completely inoperative for the End Users.



- 2.7. **"Priority C Defect"** means a Defect that causes only a minor impact on the End-User's use of Licensed Software and which is not a Priority A Defect or a Priority B Defect.
- 2.8. **"Maximum Response Time"** means Playtech's response time to licensee's Notification as set forth in Section 3
- 2.9. **"MRT"** means Playtech's maximum rectification time as set forth in Section 4.
- 2.10. **"Notification"** means notification by either party of a Defect by telephone and email to the contact for each party nominated in the escalation procedure document which forms part of the Documentation.

3. Service Levels

- 3.1. Playtech shall use its reasonable commercial efforts to correct any Defect reported by Licensee in accordance with the applicable priority levels and Maximum Response Time:
- 3.1.1. In the event of Priority A Defect, Playtech shall respond to the Notification by Licensee within 1 (one) hour, commence verification of the Defect immediately thereafter and, upon verification, shall initiate work to provide Licensee with a Defect Correction. In the Update that shall follow such Priority A Defect Correction event, Licensee shall provide Playtech with updates on the status of the Priority A Defect Correction;
- 3.1.2. In the event of Priority B Defect, Playtech shall respond to the Notification by Licensee within 1 (one) hour and shall provide a Defect Correction;
- 3.1.3. In the event of Priority C Defect, Playtech shall provide a Defect Correction in the next Upgrade.

4. Credits

Level of Priority	MRT	Credits earned by Licensee for each failure to adhere to Service Levels
A	24 elapsed hours from notification to Playtech	(The average monthly License Fees received by Playtech for the preceding 3 calendar months / 732 hours) *0.33* the number of hours exceeding the MRT (For clarification: 732 hours=average monthly days of 30.5 per calendar month * 24 hours)
B	48 elapsed hours from notification to Playtech	(The average monthly License Fees received by Playtech for the preceding 3 calendar months / 732 hours) *0.15* the number of hours exceeding the MRT
C		No credits

- 4.1. Subject always to the provisions of Sections 5 and 6 below, the Credits shall be off-set against any future License Fees otherwise due under the Cover Form.
- 4.2. Playtech's entire liability in respect of any failure on its part to observe the Maximum Response Time or the Maximum Rectification Time (as the case may be) shall be payment of the above Credits pursuant to this Schedule.
- 4.3. The maximum credit payable to Licensee in any given calendar year shall be capped at the average monthly License Fees Playtech received for the period of the 3 calendar months preceding to the Credit event.
- 4.4. In any event of the lapse of more than 12 hours downtime of the Online Gambling System per month due to failure of Licensee's equipment or hardware or failure in the local hosting or access facilities connecting Licensee to the network, then Playtech shall be entitled at any time to offset any such downtime from the amount of hours exceeding the MRT.

5. Updates and Maintenance



- 5.1. Playtech shall communicate through email at least twenty-four (24) hours in advance of any Planned Maintenance. In the event that Emergency Maintenance is necessary, Playtech will use its best efforts to communicate prior notice to Licensee.
- 5.2. Playtech shall use commercially reasonable efforts to limit Planned Maintenance that will affect the availability of the Products to End Users.
- 5.3. Licensee will give Playtech at least forty-eight (48) hours' notice by email to the respective account manager or customer relations representative of patches, system upgrades and updates to their own infrastructure, where such works are likely to have an impact on Playtech.

6. Exclusions

No Service Levels and/or Credits shall apply to any failure of Playtech to comply with the Service Level, or to any Defect of any priority, caused, in whole or part, by any of the following exclusion events:

- 6.1. any decreased availability or scheduled downtime due to Planned and/or Emergency Maintenance;
- 6.2. a failure of third party equipment, hardware and/or software;
- 6.3. a failure in local access facilities connecting Licensee to the network;
- 6.4. any failure or fault in Licensee's systems;
- 6.5. any failure by Licensee to use the then current version of the Licensed Software or any improper use, misuse or unauthorized alteration by the Licensee (or any of Licensee's third parties) of the Licensed Software;
- 6.6. Force Majeure Events. Playtech shall not be responsible for the performance of its obligations hereunder where delayed or hindered by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike interruption of and/or delay in transportation and/or telecommunication service and/or power supply necessary for the provision of the Licensed Software and any change in the legislation or other requirements of the government of Licensee's applicable Gambling jurisdiction (each such event, a "Force Majeure Event");
- 6.7. any act or omission of Licensee or any of Licensee's third parties (including but not limited to, Licensee's agents, contractors or vendors), including, but not limited to (i) failing to provide Playtech with the adequate access, information and cooperation required in connection with the provision of the Licensed Software; (ii) failing to take any reasonable remedial action in relation to the Licensed Software as recommended in writing by Playtech (or any of its agents, contractors or vendors), or otherwise preventing Playtech from doing so, or (iii) any act or omission which causes Playtech to be unable to meet any of the service level provisions (including but not limited to deliberate or willful acts or omissions which are purposed to fail Playtech from meeting its obligations under the Agreement);
- 6.8. fraud events (by Licensee and/or any third party engaged by Licensee);
- 6.9. Licensee's negligence or willful misconduct; or
- 6.10. Any DDOS (denial-of-service) attack.



Schedule 5
Personal Data

Data subjects:	End Users of the services provided by Licensee Employees and contractors of Licensee
Type of personal data:	End Users of Licensee: Title Full Name Player ID User name Email address Phone number Home address Date of Birth Place of birth National ID numbers (for example: Passport number or driving license number or national security numbers) Online identifiers, IP address (static and dynamic) Device numbers (such as IMEI) Location data Fraud and risk flags Any other personal data provided by Licensees to Playtech Employees and contractors of Licensee: Title First name Last name Email address



Proprietary and Confidential

		Job position Any other personal data provided by Licensees to Playtech
Purpose processing:	of	For the purposes of Playtech delivering the Services described in the Agreement



Schedule 6

Progressive Jackpot Games Network Services*

1. Progressive Jackpot Games Management

- 1.1. In consideration of the payment of the Progressive Jackpot Games Management Fee as set forth on the Cover Form of this Agreement, the End Users shall be entitled to participate in the Progressive Jackpot Games as long as the Progressive Balance is a positive number amount and is in excess of its marginal Progressive Contribution (for example only, if the Progressive Balance Indicates 3 and the last player's Progressive Contribution is 4, then the remainder is a negative amount and Licensee shall have to top up the Progressive Balance in order to allow this transaction to be executed). Such top up amount shall be as reasonably advised by Playtech taking into account historical and expected play of the Progressive Jackpot Games by End Users. Licensee shall monitor its level of progressive spending on an ongoing basis to ensure that the Progressive Balance amount shall not fall below the amount set out in Section 1.2 below.
- 1.2. In order to substantiate the offering provided under Licensee's brand at the start of operation and to allow the initialization of the Progressive Jackpot Games Network Services, Licensee shall transfer to Playtech the Initial Progressive Deposit in an amount as set forth on the Cover Form of this Agreement. Should the Progressive Balance equal zero or a negative amount, then Playtech shall be entitled but not obligated to immediately suspend and/or terminate all End Users from participating in the Progressive Jackpot Games.
- 1.3. Playtech shall monitor at all times the Progressive Balance as per its End User's proportionate participation in the Progressive Jackpot Games and shall further supervise and manage the ongoing operation of the online progressive jackpot network and its Progressive Jackpot within such network.
- 1.4. In particular and without limitation to Section 1.3 above, Playtech shall use all reasonable endeavors to track events in such online progressive jackpot network and to trace and eliminate any fraudulent occurrences whether by operators or their end-users and shall forthwith notify Licensee of any actual or attempted fraudulent occurrence in relation to the online progressive jackpot network of which Playtech may become aware.
- 1.5. Licensee undertakes that it shall be responsible to pay in a single lump sum payment (i.e., not in installments or under any other form of payment scheme) the Progressive Winnings to any of the End Users who shall be entitled to receive such payment upon winning ("Relevant Jackpot Winnings"):
 - 1.5.1. In respect of Relevant Jackpot Winnings of more than €300,000, following completion of Licensee's own verification exercise and following the transfer by Playtech to Licensee of the Relevant Jackpot Winnings less the Seed Amount under Section 1.7;
 - 1.5.2. In respect of Relevant Jackpot Winnings of less than €300,000 on completion of Licensee's own verification exercise.
- 1.6. Playtech undertakes that:
 - 1.6.1. In respect of Relevant Jackpot Winnings of more than €300,000, it shall transfer to Licensee the Relevant Jackpot Winnings less the Seed Amount no later than 14 days following the completion of the verification exercise by Playtech that such sums are due;
 - 1.6.2. In respect of Relevant Jackpot Winnings of less than €300,000, it shall pay to Licensee on or before the same date that the Fees are due and payable, the Relevant Jackpot Winnings less the Seed Amount.
- 1.7. If Licensee or Playtech is required to pay any money to the other (e.g. Licensee to increase its Progressive Balance according to the provisions set out in Section 1.1 above or Playtech to pay Relevant Jackpot Winnings according to the provisions set out in Section 1.6 above), the paying party shall promptly send the required amount by either of: (i) a wire transfer to a designated account which shall be provided by the receiving party; (ii) a transfer to a designated Neteller account which shall be provided by the receiving party; or (iii) any other payment transfer method at the



receiving party's discretion. Only upon receipt of confirmation from the bank that a wire transfer was accepted or other payment method resulted in the receiving party receiving the amounts concerned shall the relevant payment be deemed to be made under this Agreement.

2. Progressive Jackpot Games Management Fees

In consideration of the provision of the Progressive Jackpot Games Management, Licensee shall pay to Playtech a monthly Progressive Jackpot Games Management Fee, per each calendar month, calculated with reference to Licensee's contribution to the Progressive Jackpot Games in an amount to be calculated as a percentage of the monthly Progressive Contribution, as set forth in on the Cover Form of this Agreement.

Playtech may modify the Progressive Jackpot Games Management Fee by giving Licensee a minimum of thirty (30) days' prior notice of the change. In the event that Licensee does not wish to accept the modified Progressive Jackpot Games Management Fee, Licensee will have the right to terminate the Progressive Jackpot Games within thirty (30) days of having received notice of the increase, on thirty days' notice, in which case the increased Progressive Jackpot Games Management Fee shall not apply during the notice period, provided however all other terms and conditions of the Agreement shall continue to be in full force and effect with respect to the provision of all other products and services set forth in the Agreement.

3. Progressive Jackpot Games

The list of Progressive Jackpot Games may not be available in all territories, languages and/or currencies and may be updated by Playtech from time to time.

Game	Coin value/s	Contribution %	Payout %	Seed Amount
Progressive Blackjack	€1	3.00	Payout: 99.53 Sidebet Payout: 94.85	50,000 coins
SafeCracker	€0.25, €0.5, €1, €5	3.00	One Coin Payout: 92.91 Two Coins Payout: 92.91 Three Coins Payout: 95.91	6,000 coins
Magic Slots	€0.25, €0.5, €1, €5	2	One Coin Payout: 93.70 Two Coins Payout: 93.70 Three Coins Payout: 95.70	3,000 coins
Gold Rally	€2	2	Less than Max Coin Payout: 94.71 Max Coin Payout: 96.71	37,500 coins
Diamond Valley	€1	0.8	One Coin Payout: 96.16 Two Coins Payout: 96.16 Three Coins Payout: 96.16 Four Coins Payout: 96.16 Five Coins Payout: 97.16	5,000 coins
Fruit mania	€0.25	1.00	One Coin Payout: 95.76 Two Coins Payout: 95.76 Three Coins Payout: 95.76 Four Coins Payout: 95.76 Five Coins Payout: 96.76	5,000 coins
Cinemas	€0.05	1.00	Less than Max Coin Payout: 95.94 Max Coin Payout: 98.94	300,000 coins
Wall St. Fever	€0.1	1.00	Less than Max Coin Payout: 96 Max Coin Payout: 97	15,000 coins



Game	Coin value/s	Contribution %	Payout %	Seed Amount
Queen of Pyramids	€0.15, €0.25	1.00	Less than Max Coin Payout: 93.97 Max Coin Payout: 94.97	40,000 coins
Mega Jacks	€0.25	2.00	Less than Max Coin Payout: 98.11 Max Coin Payout: 98.49	1,250 coins
10 Line Jacks or Better	€0.25	1.00	Less than Max Coin Payout: 96.15 Max Coin Payout: 97.15	4,000 coins
Beach Life	€0.5	3.00	Payout: 93.25	100,000 coins
Mega Balls	€1	85	Payout (depending on bet type): 95 Payout for Sum of Balls (21-50): 95.71 Payout for Sum of Balls (51-100): 95.24 Payout for Sum of Balls (101-140): 95.27 Payout for Sum of Balls (141-160): 95.04 Payout for Sum of Balls (161-200): 95.11 Payout for Sum of Balls (201-250): 95.73 Payout for Sum of Balls (251-273): 94.71 Payout for First Ball Wager: 95 Payout for Last Ball Wager: 95 Payout for 50th Ball Number: 93.75 Payout for 50th Ball Color: 95 Payout for Cocktail Bet Single: 93.65 Payout for Cocktail Bet Double: 94.34 Payout for Numbers Bet (1): 95 Payout for Numbers Bet (2): 94.4148936 Payout for Numbers Bet (3): 94.8196115 Payout for Numbers Bet (4): 94.8196115 Payout for Steps Bet (Higher): 94.4444444 Payout for Steps Bet (Lower): 94.4444444 Payout for Colors Bet (0): 95.2602809 Payout for Colors Bet (1): 94.5218291 Payout for Colors Bet (2): 94.9438015 Payout for Colors Bet (3): 95.065058 Payout for Colors Bet (4): 94.895299 Payout for Colors Bet (5): 94.5393526 Payout for Colors Bet (6): 94.6224068	20,000 coins
Genie's Hi-Lo Progressive	€0.5, €1, €2, €5	3.8	Payout for Higher Bet: 94.12 Payout for Lower Bet: 95.69 Payout for Red Bet: 96.86 Payout for Black Bet: 93.14 Payout for Higher & Red Bet: 94.12 Payout for Higher & Black Bet: 94.12 Payout for Lower & Red Bet: 96.47 Payout for Lower & Black Bet: 96.47	250 coins
Jackpot Darts Progressive	€0.5, €1, €2, €3	12	Payout for Total of 3-38: 96.1 Payout for Total of 39-41: 95.91 Payout for Total of 42-180: 94.71	25,000 coins



Game	Coin value/s	Contribution %	Payout %	Seed Amount
			Payout for 0 Singles: 93.54 Payout for 1 Single: 94.85 Payout for 2 Singles: 93.48 Payout for 3 Singles: 94.86 Payout for 0 Doubles: 92.48 Payout for 1 Double: 97.06 Payout for 2 Doubles: 96.21 Payout for 3 Doubles: 95.69 Payout for 0 Triples: 95.01 Payout for 1 Triple: 96.63 Payout for 2 Triples: 95.83 Payout for 3 Triples: 95.81 Payout for Specific Single: 96.80 Payout for Outer Bulls-Eye: 95.52 Payout for Inner Bulls-Eye: 93.51	
Dollar Ball	€1	10.00	Payout: 72.41	10,000 coins
Strevaganza	€1	15.00	Payout: 97.46 Sidebet Payout: 72.26	10,000 coins
Progressive Baccarat	€1, €2, €5	7.00	Banker Payout: 98.94 Player Payout: 98.76 Tie payout: 85.56 Sidebet Payout: Player/Banker Pair - 88.75 Perfect Pair - 82.93 Either Pair - 85.46 Big - 95.65 Small - 94.73	10,000 coins
Pink Panther	configurable	1.4	95.39	0.18% Consolation - € 80.00 Minor Pink - € 100.00 Major Pink - € 1,000.00
Age of the Gods - God of Storms	configurable	0.99%	95.15	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Superman II	configurable	0.99%	95.03	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Superman The Movie	configurable	0.99%	95.02	DC JP: Grand- € 200,000.00 Major- € 10,000.00

Game	Coin value/s	Contribution %	Payout %	Seed Amount
				Minor- € 1,000.00 Mini- € 100.00
Man of Steel	configurable	0.99%	95.05	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Green Lantern	configurable	0.99%	94.95	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Batman & The Penguin Prize	configurable	0.99%	96.06	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Batman & Mr Freeze Fortune	configurable	1.00%	96.04	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Dirty Dancing	configurable	0.99%	94.49	Level 1 - € 200.00 Level 2- € 2,000.00
Batman & The Riddler Riches	configurable	0.99%	min - 95.08 max - 96.09	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Batman & The Batgirl Bonanza	configurable	0.99%	min - 95.01 max - 96.00	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Batman & Catwoman Cash	configurable	0.99%	95.11	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Batman & The Joker Jewels	configurable	0.99%	95.01	DC JP: Grand- € 200,000.00 Major- € 10,000.00 Minor- € 1,000.00 Mini- € 100.00
Gladstator's JP	configurable	1	91.46	€50,000 (0.05% of the bet)
Everybody's JP	configurable	3	94.01	€20,000 (0.3% of the bet)



Game	Coin value/s	Contribution %	Payout %	Seed Amount
Monty Python Spamlot - Slightly less than Holy Grail	configurable	3	93.99	€100 (0.2% of the bet)
Monty Python Spamlot - Holy Grail				€50,000 (0.1% of the bet)
Age of the Gods - Fete Sisters	configurable	0.99%	92.95 (Min) - 93.02 (Max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - Roulette	configurable	0.99%	95.73	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - Goddess of Wisdom	configurable	0.99%	94.87(Min) - 94.94 (Max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - Prince of Olympus	configurable	0.99%	93.83(Min) - 94.82 (Max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - Age of the Gods	configurable	0.99%	94.03 (Min) - 95.02 (Max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - Furious Four	configurable	0.99%	93.88 (Min) - 94.88 (Max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Age of the Gods - King of Olympus	configurable	0.99%	94.99(min) - 95.98 (max)	Ultimate Power- €100,000.00 Super Power- € 5,000.00 Extra Power- € 500.00 Power- € 50.00
Juicy Booty	configurable	1.00%	96.03	€10,000
Land of Gold	configurable	1.00%	95.15	€5,000
Leprechaun's Luck	configurable	1.59%	88.00	€16,000
Geisha Story JP	configurable	0.99%	96.48	Dragon's Jackpot 1: € 20,000.00



Game	Coin value/s	Contribution %	Payout %	Seed Amount
				Dragon's Jackpot 2: € 1,000.00 Dragon's Jackpot 3: € 100.00 Dragon's Jackpot 4: € 10.00
Silent Samurai JP	configurable	0.99%	96.72	Dragon's Jackpot 1: € 20,000.00 Dragon's Jackpot 2: € 1,000.00 Dragon's Jackpot 3: € 100.00 Dragon's Jackpot 4: € 10.00
Wu Long JP	configurable	0.99%	95.99	Dragon's Jackpot 1: € 20,000.00 Dragon's Jackpot 2: € 1,000.00 Dragon's Jackpot 3: € 100.00 Dragon's Jackpot 4: € 10.00
The Winnings of Oz	configurable	1.09%	94.00	£15,000
Life of Brian	configurable	1.08%	94.00	£20,000
The Glass Slipper	configurable	1.05%	94.00	£10,000
Fairest of them All	configurable	1.05%	94.00	£10,000
Bounty of the Beanstalk	configurable	1.00%	94.00	€ 50,000.00
Chests of Plenty	configurable	1.62%	88.31 (90.00 With JP)	£16,000
Frankie Dettori Magic 7 Jackpot	configurable	0.99%	94.13 without JP 93.14+ 0.99 with JP	Gold - € 30,000.00 Silver - € 8,000.00
Thai Temple	€0.1, €0.2, €0.4, €1 Kiosk- €0.2	2.00%	91.57 without JP 93.55 with JP	(.com) - € 3,000.00 (.com + Kiosk)- € 6,000.00 (.com) - € 12,000.00 (.com) - € 30,000.00
Jackpot Giant	€0.08	2.98%	91.25	€ 100,000.00
Cat In Vegas	configurable	2.00%	92	€ 15,000.00
Captain's Cannon	configurable	6.50%	95.00	€ 5,000.00
Purple Hot	€0.40, €1, €2, €5 Kiosk- €0.4	2.00%	92.33 without JP 94.33 with JP	(.com+Kiosk)-€ 2,000.00 (.com)-€ 5,000.00 (.com) - € 10,000.00 (.com) - € 25,000.00



Game	Coin value/s	Contribution %	Payout %	Seed Amount
Streak of Luck	€0.01, €0.02, €0.04, €0.1, €0.2, €0.4	1.40%	94.96	Level1-€ 87.50 Level2-€ 175.00 Level3-€ 350.00 Level4-€ 875.00 Level5-€ 1,750.00 Level6-€ 3,500.00
Esmeralda	€0.08, €0.20, €0.40, €1 Kiosk - €0.08	1.70%	91.827 Without JP 93.429 With JP	(.com + Kiosk)- € 2,000.00 (.com)- € 5,000.00 (.com)-€ 10,000.00 (.com)-€ 25,000.00
Sweet Party	€1, €2, €5, €10	1.00%	93.97	Sweet Party \$10 - € 50,000.00 Sweet Party \$5- € 25,000.00 Sweet Party \$2-€ 10,000.00 Sweet Party \$1- € 5,000.00
The Love Boat	€0.01, €0.02, €0.05, €0.1, €0.2, €0.25, €0.5, €0.75, €1, €2, €5, €10, €20, €25, €50	2.00%	93.98	€ 10,000.00
Funky Fruits	€1, €2, €5, €10	1.00%	93.97	€5,000, €10,000, €25,000, €50,000(dependent on the coins applied)
Adventures in Wonderland	configurable	1.58%	92.92	€ 20,000.00

*If applicable and if permitted in accordance with Applicable Law and with the regulations of the Competent Authority.



Schedule 7

Third Party Games and Content Platform Terms and Conditions

1. Subject to Clause 7 of the Agreement (Exclusivity and Prominence), Playtech acknowledges and agrees that Licensee may request Playtech to integrate Third Party Games into the Content Platform, subject to:
 - 1.1. Playtech entering into a Third Party Game Agreement as set forth in Section 2 below;
 - 1.2. Playtech's prior approval for such integration; and
 - 1.3. Licensee paying the Content Platform License Fees.
2. Licensee acknowledges and agrees that to enable integration of any Third Party Games into the Content Platform, it is necessary that the supplier of such Third Party Games enters into a Third Party Game Agreement with Playtech governing the integration of such Third Party Games into the Content Platform and the use of such Third Party Games by Licensee and Playtech. Therefore, in the event that Licensee wishes to integrate a Third Party Game into the Content Platform, Licensee shall request such Third Party Game from Playtech. Following such request, Playtech shall notify Licensee whether it has an existing agreement with the supplier of such Third Party Game which can be incorporated into this Agreement. Otherwise, Playtech shall use its reasonable endeavors to enter into an agreement with such supplier for the provision of such Third Party Game.
3. Notwithstanding the foregoing, in certain cases where Playtech has chosen not to enter into a Third Party Agreement with the supplier of Third Party Games, the Parties, on a case by case basis, may agree that such integration shall only require the execution of a Third Party Game Agreement between Licensee and such supplier of Third Party Games. In such events:
 - 3.1. Licensee shall not provide any Confidential Information of Playtech to such supplier;
 - 3.2. Licensee acknowledges and agrees that it shall ensure that such supplier provides to Playtech all information and assistance necessary for the integration and proper operation of the applicable Third Party Game provided by the supplier;
 - 3.3. Licensee shall not agree to offer the Third Party Games on any exclusivity basis without first obtaining the prior written approval of Playtech;
 - 3.4. Licensee warrants to Playtech (and shall be required to provide to Playtech written evidence) that the offering of such Third Party Games on the Content Platform shall not result in infringement of any rights of third parties by Licensee and/or Playtech or in violation of Applicable Law or orders of Competent Authority; and
 - 3.5. Licensee shall indemnify the Playtech Parties (as such term is defined in Clause 14.13 of Schedule 1) and hold each of them harmless from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by any Playtech Party in consequence of any claim brought by a third party against such Playtech Party that the integration and the offering of such Third Party Games on the Content Platform and the Online Gaming System infringes the Intellectual Property Rights of such third party, violates Applicable Laws and/or orders of Competent Authorities or results in any loss or damage to a third party.
4. In addition, Licensee acknowledges and agrees that:
 - 4.1. Licensee shall be solely responsible for any fees payable to the supplier of a Third Party Game under its Third Party Game Agreement with such third party, and shall indemnify and hold harmless any Playtech Party from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by such Playtech Party in consequence of Licensee's breach of its obligation under this Schedule;



- 4.2. Without derogating from the foregoing, the Parties agree that Playtech will collect the fees on behalf of the Third Party Game supplier, regardless of whether the Third Party Game Agreement was executed with Playtech or the Licensee, and that all clauses relating to payment in this Agreement, including the definition of Games Net Revenue specified herein, will apply;
- 4.3. Licensee recognizes that Third Party Games (including, without limitation, any deliverable or development incorporating specifications and/or instructions of any third party) shall not be considered part of the Licensed Software and shall not be covered under the Licensed Software Warranty.
5. Playtech may, on giving notice to Licensee, immediately remove any Third Party Game from the list of Third Party Games that Licensee may make available to End Users in all territories or, where relevant, one or more individual territory, where:
 - 5.1. an agreement with a third party that is required for Playtech to make available such Third Party Game expires, is terminated or is suspended;
 - 5.2. Playtech or a member of its Group has been notified that making such Third Party Game available is an infringement of, or may infringe, the Intellectual Property Rights of a third party;
 - 5.3. Playtech or a member of its Group has been notified by a Competent Authority it should cease making such Third Party Game available;
 - 5.4. Playtech or a member of its Group, acting reasonably, believes that making such Third Party Game available may infringe any rights of any third party (including, without limitation, Intellectual Property Rights); or
 - 5.5. there is a fault or defect with such Third Party Game.
6. Nothing in this Agreement shall require Playtech to incur any costs related to the availability and integration of Third Party Games with the Online Gaming System.
7. Unless otherwise agreed, Licensee shall order Third Party Games by means of a work order issued by Playtech which will specify the available games and their associated fees. In no event shall the Licensee be entitled to require specific games from specific game developers in specific delivery timeframes or any combination of the foregoing.



Schedule 8

Hosting Services

1. In consideration of the payment of the Game Server Hosting Services Fee as set forth on the Cover Form of this Agreement, Playtech shall provide Licensee the game server hosting services described in this Schedule (the "Hosting Services").
2. Playtech shall host the Licensed Software and shall provide Licensee with administration and maintenance in respect of the same.
3. The Hosting Services provided by Playtech pursuant to this Schedule shall include the following:
 - 3.1. Data Center rack space allocation and power connectivity;
 - 3.2. Redundant ISP connectivity -- all services accessible via two separate ISPs;
 - 3.3. game server hosting;
 - 3.4. game servers on shared servers;
 - 3.5. cashier/admin servers on shared servers;
 - 3.6. application log servers on shared servers;
 - 3.7. shared billing and IP validation servers;
 - 3.8. casino database on shared hardware;
 - 3.9. full daily database backups;
 - 3.10. web hosting of client files;
 - 3.11. Software upgrades;
 - 3.12. Upgrades of the shared hardware;
 - 3.13. all services protected by a firewall;
 - 3.14. DDoS protection;
 - 3.15. Ongoing 24x7 Support.
4. The Hosting Services shall be provided through a third party hosting facility in accordance with such third party's standards. The Parties hereto agree that nothing contained in this Schedule shall be construed as creating an exclusive relationship between the Parties, and nothing in this Agreement shall prevent Playtech from entering into the same or similar hosting relationship with others, including competitors of Licensee on the same shared servers.

