

Software License Agreement

This Software License Agreement (the "Agreement") is made effective as of July 16th, 2020 (the "Effective Date"), by and between Interactive Global Entertainment Limited, a company incorporated under the laws of Curacao, the registered office of which is at Chuchubiweg 17, Willemstad, Curaçao (the "Licensor"), and GLOBONET B.V., a company registered under the laws of Curacao under license number 146296., the registered office of which is at Kaya Richard J. Beaujonz/n, Curacao. (the "Licensee").

WHEREAS,

A. Licensor has the right to license and provide the online casino games software, platform and applications as described in Schedule A attached hereto (the "Software"); and

B. Licensee desires to acquire a license to use such Software for its business, and Licensor is willing to grant Licensee such license, on the terms and subject to the conditions set forth in this Agreement and in Schedule B attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as defined elsewhere in this Agreement, capitalized terms that are used in this Agreement are defined below:

- 1.1. "CDN" means a Global Content Delivery Network Service or content distribution network, which is a system of computers containing copies of data, placed at various points in a network so as to maximize bandwidth for access to the data from clients throughout the network. A client accesses a copy of the data near to the client, as opposed to all clients accessing the same central server, so as to avoid a bottleneck near that server.
- 1.2. "Commercial Launch Date" means the date upon which the Licensed Software is first made available to the public for real money wagering;
- 1.3. "Confidential Information" means any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates (the "Disclosing Party") or any of its customers, suppliers or providers which is not publicly available.
- 1.4. "Derivative Work" means a work that is based upon one or more pre-existing works and for material subject to trade secret or protection or confidentiality obligations; any new material relating to and derived from such existing trade secret material or Confidential Information.
- 1.5. "Documentation" means user manuals, documents, drawings and other written or electronic materials pertaining to the Licensed Software which were prepared and/or provided by Licensor.
- 1.6. "End User" means a customer who utilizes the Licensee's Online Gaming Platform and related services operated on the Licensee's Website, using the Licensed Software.
- 1.7. "Excluded Territories" means (i) any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Licensed Software is prohibited by law such as USA and its Territories, France, United Kingdom, Netherlands, Sweden, Australia and Israel (ii) any other jurisdictions or territories which may be added and designated as Excluded Territories by the Licensor (at Licensor's sole and absolute



discretion) from time to time by prior written notice to the Licensee.

- 1.8. **"Game"** means the games listed on Schedule A.
- 1.9. **"Gaming Server"** means the server(s) belonging to and hosted by or on behalf of the Licensor, upon which the Licensed Software is installed to perform in accordance with this Agreement, which is linked via the internet to the Online Gaming Platform.
- 1.10. **"Gross Gaming Revenue" or "GGR"** means such sum as shall be calculated in any calendar month, in respect of all Casino Games as the aggregate of Casino Bets less Casino Winnings, where:
 - 1.10.1. **"Casino Bets"** means all sums wagered by End Users on the Casino Games in that month;
 - 1.10.2. **"Casino Winnings"** means all winnings by End Users participating in any of the Casino Games during that calendar month (for the avoidance of doubt this shall not include any jackpot winnings by End Users).
- 1.11. **"Intellectual Property Rights"** means all intellectual property rights related to the Licensed Software, including, but not limited to: (i) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), whether registered or not, and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations, applications and renewals for any of the foregoing; (v) trade secrets, Confidential Information and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data and related information); and (vi) all other intellectual property rights..
- 1.12. **"Licensed Software"** means the online gaming Software.
- 1.13. **"Licensee's Website"** means (a) the website/s operated and controlled by the Licensee at (the "Website"), and (b) any replacement or successor of such Website/s or additional website on which End Users can access Licensee's Online Gaming Platform and related services to be pre-approved by Licensor in writing.
- 1.14. **"Net Gaming Revenue" or "NGR"** means GGR less Real Money Games Bonuses, where it is agreed by the Parties that the total monthly Real Money Games Bonuses that can be accounted for the purpose of this definition shall be the total of ten percent (10%) of the GGR for the calendar month.
- 1.15. **"Online Gaming Platform"** means the Licensee's internet gaming system and related services operated on the Website, connected to the Licensed Software pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.16. **"Real Money Games Bonuses"** means real money bonuses, provided by Licensee to its End Users via Licensor's system, to be used only with the Games where such bonuses are reported by the Online Gaming Platform as specified herein.
- 1.17. **"Specifications"** means the specifications of the Licensed Software set forth on Licensor's website.

2. GRANT OF LICENSE

- 2.1. Subject to the terms and conditions of this Agreement Licensor grants to Licensee, and Licensee hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, worldwide (except for the Excluded Territories), royalty-bearing license (the "License") to (i) use and operate the Licensed Software on the Licensee's Online Gaming Platform in connection with the operation of the Licensee's Website, (ii) to use and grant to an unlimited

number of End Users the non-exclusive, limited and revocable sublicenses to the Licensed Software, for personal and non-transferable use through Licensee's Website, only while connected to the Online Gaming Platform (the "Licensed Rights").

- 2.2. During the License Term, Licenser may provide Licensee with modifications or updates to the Licensed Software (the "Licensor Modifications") with reasonable notice. In the event that Licensor provides Licensee with Licensor Modifications, Licensee undertakes to promptly take and perform all actions required in order to successfully launch and support such Licensor Modifications, within no later than thirty (30) days following the delivery of the Licensor Modifications.
- 2.3. Subject to Licensor granting Licensee thirty (30) days' prior written notice, if applicable, Licensor reserves the right at its sole discretion to suspend the provision of the Licensed Software (temporarily or permanently) in the event of the occurrence of (a "Suspension Event") the issuance by any competent authority of an order which compels Licensor to cease providing the Licensed Software to Licensee.

3. LICENSEE RIGHTS AND RESTRICTIONS

- 3.1. Licensor reserves the right, at its sole discretion and at any time, to remove any Game from the Licensed Software, and where reasonably practicable, Licensor will notify the Licensee in writing thirty (30) days prior to the effective date of the removal of a Game from the Licensed Software.

4. RESERVATION OF RIGHTS

- 4.1. Other than the rights explicitly granted herein, Licensee shall have no other rights, express or implied, in the Licensed Software (or any other Intellectual Property Rights of the Licensor). Without derogating from or limiting the generality of the foregoing, Licensee shall not:
 - 4.1.1. Download or make any copies of the Licensed Software; or
 - 4.1.2. Exploit any Licensed Software's Derivative Works; or
 - 4.1.3. Include any hate literature or any other obscene or objectionable material on the Website.
- 4.2. Licensee hereby acknowledges and agrees that Licensor is duly licensed to use, any and all right, title and interest in and to (the Gaming Server and) the Licensed Software and any and all updates or upgrades thereof even if developed by Licensor based on ideas, suggestions, Specifications, demands or proposals by Licensee (or anyone on its behalf), End Users, or any other third party. Licensee hereby irrevocably and unconditionally assigns to Licensor, and shall procure an identical assignment from any and all End Users, all right, title, and interest it or its End Users may have or may acquire in and to all such rights and all the foregoing.

5. CONSIDERATION: AUDIT

- 5.1. In consideration of the Licensed Rights, Licensee shall timely pay Licensor the monthly Software License Fees, as set forth in Schedule B attached hereto.
- 5.2. Licensee shall maintain complete and accurate books and records relating to this Agreement, which books and records shall contain sufficient information to permit Licensor to confirm with accuracy all activity related to the Licensed Software on the Licensee's Website. Licensee shall retain all such records for at least three (3) years following the end of the License Term.
- 5.3. Licensor may, at any time during the License Term:
 - 5.3.1. inspect any online facilities on which the Licensed Software is installed in connection herewith; and
 - 5.3.2. inspect and audit Licensee's books, accounting records, facilities or procedures;

- 5.3.3. Licensor shall be solely responsible for any costs associated with such audit, provided that if Licensor's audit reveals a shortfall in the Fees Licensee paid to Licensor of at least 10%, Licensee shall bear the reasonable costs of Licensor's audit.

6. SUPPORT AND MAINTENANCE

Licensor shall provide Licensee with the following free of charge support and maintenance services: (i) E-mail support to Licensee 24x7: support@iglobalgames.com; (ii) online support; and (iii) online training and instruction in a manner and scope agreed by the parties.

7. TERM AND TERMINATION

- 7.1. This Agreement shall have an initial term of twenty-four (24) months from the Effective Date (the "Initial Term") and shall automatically renew for successive twelve (12) month periods, unless either party provides written notification to the other party at least ninety (90) days prior to the expiration of the Initial Term or any renewal thereof (the Initial Term and any renewal of this Agreement thereafter shall collectively be referred to as the "License Term").
- 7.2. Subject to Schedule B, this Agreement may be terminated with immediate effect: (a) by either Party, in the event the other Party has committed a breach of this Agreement, which has not been cured within fourteen (14) days following notice thereof by the non-breaching Party; (b) immediately upon notice by Licensor, in the event Licensee has used or attempted to use the Licensed Software in any manner or form that is illegal or accepted or attempted to accept players or wagers from any Excluded Territories; (c) by either party if the other party files a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, or go into liquidation or receivership or otherwise lose control over all or substantially all of its business; (d) by either Party on its own discretion after notifying the other Party in writing ninety (90) days prior to the termination date; or (e) by mutual consent of the parties.
- 7.3. Upon the expiration or earlier termination of this Agreement for any or no reason Licensee shall immediately return to Licensor all copies of the Licensed Software, and the Documentation, in its possession or control.

8. INTELLECTUAL PROPERTY

- 8.1. All Intellectual Property Rights, title and interest in and to the Licensed Software, code and logic which describes and/or comprises the Licensed Software, the Licensor Modifications and the Documentation, including any and all modifications and additions thereto (whether or not developed at the request of Licensee or paid for by Licensee), including copyright, patent rights, trade secrets and all other intellectual property rights, shall at all times remain the sole property of Licensor. Licensee agrees not to challenge any Intellectual Property Right which is reserved for Licensor under this Agreement. LICENSEE ACCEPTS THAT ANY USE OR DISCLOSURE OF THE LICENSED SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF LICENSOR'S COPYRIGHTS, PATENTS, TRADE SECRETS AND/OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS. Licensee shall notify Licensor immediately if Licensee becomes aware of any unauthorized use of the Licensed Software or the Documentation or of any infringements or suspected infringement of Licensor's copyrights, trademarks or other Intellectual Property Rights in or in relation to the Licensed Software.
- 8.2. Other than the Licensed Rights, Licensee acquires no rights whatsoever in connection with the Licensed Software.

- 8.3. Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, at all times, continue to be owned or controlled by said Party.

9. CONFIDENTIAL INFORMATION

- 9.1. Each party represents and warrants that it will: (i) hold Confidential Information in confidence and protect the Confidential Information; (ii) not make any use of the Confidential Information, save as provided for under this Agreement; (iii) restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants; (iv) return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or, at Disclosing Party's written request, will destroy the same (as certified to the Disclosing Party) at the earlier of the (x) first written request of the Disclosing Party, or (y) the termination or expiration of this Agreement for any or no reason.
- 9.2. The confidentiality obligations of each Party under this Agreement will not extend to any information that such party can demonstrate:
- (i) was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
 - (ii) it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
 - (iii) has been explicitly approved for release by prior written authorization of the Disclosing Party;
 - (iv) has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 10.1. Each Party represents and warrants to the other Party that (i) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated, (ii) it has, as well as its authorized representative, full power and authority to enter into and perform this Agreement, and (iii) this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, enforceable against it in accordance with its terms.
- 10.2. Licensee warrants, represents and undertakes to the Licensor all of the following:
- 10.2.1. It has, or will have obtained prior to the Commercial Launch Date, and will maintain during the License Term any governmental or regulatory approvals and permits that are required or subsequently become required for its performance of this Agreement during the License Term
 - 10.2.2. Licensee acknowledges and agrees that Licensor, from time to time, may update, modify and/or upgrade the Licensed Software and/or any part thereof. In such case, the rendering of access to the Licensed Software or any part thereof may be suspended by Licensor, and the Licensee shall have no claims and/or demands whatsoever with respect thereto provided a written notice be issued by the Licensor and Licensor shall use all the reasonable efforts to restore the access as

soon as practically possible

- 10.2.3. In the event that Licensor suspects fraud and/or money laundering activity, Licensor may, upon prior written notification to Licensee, suspend the provision of the Licensed Software pursuant to this Agreement and require Licensee to investigate. If Licensor shall, for any reason, be found liable by a court of competent jurisdiction to be connected with the above fraud and/or money laundering activity, the Licensee shall, as soon as possible, indemnify Licensor for all direct expenses, losses and liabilities incurred by it in connection with the foregoing.
- 10.2.4. Licensee shall adopt and display on Licensee's Website terms of use which shall regulate relationship between the Licensee and each End User with respect to the Licensed Software (the "EULA"). The EULA shall contain provisions which exclude Licensor and its associates, affiliates, parent and subsidiary corporations from all liabilities related to the End Users' use of the Licensed Software.
- That all the information provided by the Licensee, as requested by the Licensor in the KYC documentation request submitted by it to the Licensee prior to and as a condition to entering into this Agreement, as attached hereto as Schedule C, is true and accurate and shall remain true and accurate throughout the License Term as described in Section 7 above.
- 10.3. If the Licensed Software does not perform substantially in accordance with the Documentation (a "Defect") the sole remedy available to Licensee is to provide Licensor with a written notice specifying the details of the Defect, and require Licensor to make its best efforts to correct such Defect in the Licensed Software. In the event that despite Licensor's best efforts, such Defect is not fixed within forty-five (45) days, and subject to the provisions of Section 10.4 not applying to such event, Licensee's sole remedy shall be to terminate this Agreement with immediate effect (following such forty-five day period).
- 10.4. Licensor shall not be liable for any Defect to the extent it results from: (a) any use of the Licensed Software which is not in accordance with the Documentation and this Agreement; (b) any modification or installation of the Licensed Software not explicitly authorized in writing and in advance by the Licensor; or (c) any failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by Licensor. In addition, Licensor shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control.
- 10.5. To Licensor's knowledge, Licensor warrants to Licensee that the Licensed Software does not infringe the copyrights or trademarks of any third party. If a claim is being made against the Licensee that the Licensed Software infringes the rights of any third party, provided that Licensee has immediately notified Licensor in writing of such claim, Licensor shall, at its sole and absolute discretion, either: (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 procure a replacement product that has substantially the same functionality, or if the foregoing options are not reasonably practicably (iii) terminate this Agreement and Licensee shall retain any rights it may have under this Agreement, subject to the terms hereof.
- 10.6. Licensor warrants to the Licensee that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the Licensed Software pursuant to this Agreement; it is the rightful owner of the rights to the Licensed Software and/or has obtained the right from the rightful owner to grant such rights;
- 10.7. Licensor warrants to the Licensee that Licensed Software shall in all material aspects perform in accordance with the Documentation.
- 10.8. Licensor warrants to the Licensee that it shall perform the services and all its obligations under this Agreement using all reasonable skill, prepared personnel with appropriate level of experience and adequate equipment in the context of this Agreement to enable the services



hereunder to be provided in accordance with this Agreement.

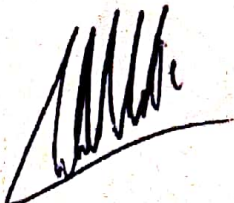
- 10.9. To the best of Licensor's knowledge, as of the integration of the Licensed Software into Licensee's platform, it shall be free from any generally known bugs or viruses that can materially affect its functionality.
- 10.10. Other than as set forth in this Agreement, the Licensed Software is provided on an "AS IS" basis, without any warranty of any kind. Further, save as set out in this Agreement, Licensor does not warrant results of use, that the Licensed Software is 100% bug or error free or will be protected against all viruses or any network intrusion or security breach, that the Licensed Software will function at all times, that the Licensed Software will not have or make errors, or that its use will be uninterrupted.

11. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 11.1. Licensor grants to Licensee the worldwide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use Licensor's trade names, service marks and any trademarks of which Licensor is the registered owner or which Licensor may obtain in the future (the "Licensor Trademarks") only as they are incorporated into the Licensed Software, only during the License Term, not in any Excluded Territories, and solely in connection with and in accordance with this Agreement.
- 11.2. In order to comply with all of Licensor's quality control standards, Licensee will: (i) at all times use the Licensor Trademarks solely in compliance with all relevant laws, rules and regulations, and (ii) not modify any of the Licensor Trademarks in any way or form whatsoever and not use any of the Licensor Trademarks on or in connection with any goods or services other than as specifically set forth in this Agreement.

12. LIMITATION OF LIABILITY

- 12.1. IN NO EVENT WILL EITHER PARTY OR ANY AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, INCLUDING ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AUTHORIZED REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE LICENSED SOFTWARE OR THIS AGREEMENT OR OTHER MATERIAL WHETHER IN AN ACTION IN CONTRACT OR TORT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IF EITHER PARTY'S ("FIRST PARTY") PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT ARE PREVENTED OR DELAYED BY ANY UNREASONABLE OR UNJUSTIFIABLE ACT OR OMISSION OF THE OTHER PARTY ("SECOND PARTY"), THE SUB-LICENSEES, OR EMPLOYEES, AND OR FAILURE OF SECOND PARTY'S EQUIPMENT OR SERVICES, THEN FIRST PARTY WILL NOT BE LIABLE FOR ANY COSTS, CHARGES OR LOSSES SUSTAINED OR INCURRED BY THE AFOREMENTIONED ENTITIES THAT ARISE FROM SUCH PREVENTION OR DELAY.
- 12.3. WITHOUT DEROGATING FROM THE FOREGOING, AND SUBJECT TO SECTION 12.4, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY, OR ANY AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, FOR ANY AND ALL LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, SHALL IN NO CIRCUMSTANCE EXCEED THE MAXIMUM OF THE LICENSE FEES ACTUALLY RECEIVED BY LICENSOR FROM THE LICENSEE UNDER THIS AGREEMENT DURING THE NINE (9) MONTHS PRIOR TO THE EVENT RAISING THE LIABILITY (THE "LIMIT OF LIABILITY").



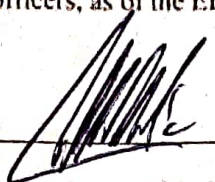
exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 16.5. Survival. The provisions of Sections 4, 7.3, 8, 9, 10.4, 12, 13, 16.3, 16.5, 16.7 16.9, 16.10 16.12 and Schedule D to this Agreement shall continue in full force and effect and shall survive the termination or expiration of this Agreement for any or no reason.
- 16.6. Expenses. Each party shall bear its own respective costs and expenses related to this Agreement.
- 16.7. Data Protection. Licensee and Licensor hereby undertake to comply with any applicable Data Protection and privacy requirements insofar as the same relates to the provisions of this Agreement. The Parties undertake to execute and comply with the Data Processing Agreement annexed hereto at Schedule D.
- 16.8. Successors and Assigns: Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement may not be assigned by the Licensee without Licensor's express prior written approval, and any such attempted assignment will be void and of no effect.
- 16.9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with English law. The parties hereto irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement. The parties hereto irrevocably waive any claim that any proceedings in the English courts under this Section 16.9 have been brought in an inappropriate forum.
- 16.10. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 16.11. Captions. The captions herein are included for convenience of reference only and are to be ignored in the construction and interpretation of this Agreement.
- 16.12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given upon actual delivery if and when delivered personally or by a commercial delivery service, or ten (10) days after being mailed by registered or certified mail (return receipt requested) or one (1) Business Day after being sent via facsimile or by e-mail (with confirmation of receipt) at the addresses first set forth above, or at such other address of a party as shall be specified by such party in a written notice delivered by such party to the other party in accordance with this Section 16.12. A "Business Day" shall mean any day not falling on a Saturday, Sunday or any Public Holiday in England.
- 16.13. Counterparts. This Agreement may be executed at one or more times and in any number of counterparts.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have set their hands, and executed this Agreement by their duly authorized officers, as of the Effective Date.



Interactive Global Entertainment Limited

By: _____

Title: Director



GLOBONET B.V.

By: Gouloud Hamoud obo Global Related Services B.V.

Title: Director

Date: 15 July 2020

Schedule A

SOFTWARE DESCRIPTION AND SPECIFICATIONS

The Software shall be provided with English and Chinese language. The Software shall consist of the following Games, which are all available on Licensee's website and any other games which Licensor may make available from time to time upon prior written notice to Licensee.

A. Casino Standard Games

The Software will feature a list of games designated as "Casino Standard Games" on the Licensor's website or such replacement or other games designated by Licensor from time to time.



Schedule B

SOFTWARE LICENSE FEES

A. License Fees

The License Fees shall be payable by Licensee to Licensor as follows. The Fees to Licensor shall be without deductions for any set-offs for any liability incurred to Licensee, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated:

1. Software License Fees:

1.1 Commencing on the Commercial Launch Date of the Licensed Software on the Licensee's Website and thereafter, Licensee shall pay each month the following Software License Fees to Licensor, calculated as a percentage of the monthly GGR less 10 % Real Money Games Bonuses (NGR) generated by Licensee from the use of the Licensed Software. GGR shall be calculated as follows:

- **Collapsing Rate:** Collapsing meaning, whichever bracket the licensee generates in GGR, that will be the effective rate for the full amount.
- **Percent (%)**, GGR generated by Licensee from the Casino Standard Games as per the below brackets.
 - 0 to 200,000 GGR at Eight Percent (8%)
 - 200,001 to 500,000 GGR at Seven Percent (7%)
 - 500,001 and Above GGR at Six Percent (6%)
- **Ten Percent (10%).** Real Money Games Bonuses Deduction. Bonus deduction is calculated automatically, by deducting 10% from Monthly GGR, provided that Licensee shall use Licensor's games in regular bonus program.
- There will be no negative loss carryovers from month to month.

To avoid any ambiguity, the applicable percentage shall be calculated monthly from the NGR generated by the Licensee as set forth exclusively by the reports provided by the Licensor.

B. Payment Terms

Licensor shall invoice Licensee the License Fees on a monthly basis within five (5) days of the end of each calendar month. Licensee shall pay to Licensor each invoice within no more than fifteen (15) days following the date of the appropriate invoice receipt. All payments under this Agreement shall be made in Euros. Should Licensee fail to make any payment in full within 15 (fifteen) days from the due date pursuant to this Agreement, then, without limiting any of Licensor's other rights and remedies in such event, the amount due shall carry interest at the rate of five percent (5%) per annum above the base rate of Barclays Bank Plc from time to time, 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.

The Software License Fees due to Licensor exclude all taxes (including Value Added Tax, where applicable), charges, duties, fees, excises and/or tariffs (the "Taxes") and all Taxes, applicable to Licensee shall be paid solely by the Licensee to the extent they shall apply at the rate prevailing at the same time as paying the Software License Fees. The Licensor is responsible to pay taxes, applicable to him according to the law.

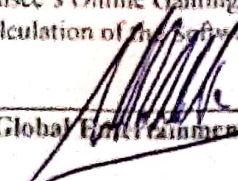
C. REPORTS

Within five days of the end of each calendar month, Licensor shall provide Licensee with-or, if applicable,



procure the provision to Licensee of a report with respect to the immediately preceding calendar month, specifying the following:

- The total revenues, winnings paid to End Users, and the GGRs pertaining to and generated from Licensee's Online Gaming Platform by means of the Licensed Software; and
- A calculation of the Software License Fees in respect of the immediately preceding calendar month.


Interactive Global Entertainment Limited

By: Eli Elhachal

Title: Director

Date: _____


GLOBONET B.V.

By: Gouloud Hammoud obo Global Related Services B.V.

Title: Director

Date: 15 July 2020



Schedule C

Articles of association

Curacao commercial register - excerpt from the Commercial Register

CERTIFICATE OF GOOD STANDING

A large, stylized handwritten signature in black ink, consisting of several vertical strokes and a long horizontal line at the bottom.

Schedule D
Data Processing Agreement

DATA PROCESSING AGREEMENT

This Data Processing Agreement forms part of your software license agreement ("**Principal Agreement**"), including any amendments or renewals thereof, as applicable.

These terms are designed to ensure that processing carried out by Interactive Global Entertainment Limited as your data processor meets all the requirements of the EU General Data Protection Regulation and other relevant and applicable data protection laws.

This Data Processing Agreement is effective from the **Principal Agreement Effective Date**.

Each a "**Party**" and collectively referred to as the "**Parties**". Interactive Global Entertainment Limited shall be referred to hereinafter as the "**Data Processor**" and Globonet B.V. ("you"), as the "**Data Controller**".

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions will have the following meanings:

"Applicable Law/s" shall mean the relevant data protection and privacy laws to which the Parties are subject including but not limited to the Data Protection Regulation (EU) 2016/679 and subsidiary legislation thereto, as may be amended from time to time;

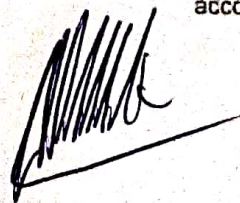
and references to "Data Controller", "Data Subject", "Personal Data", "Process", "Processed", "Processing", "Data Protection Officer" and "Data Processor" have the meanings set out in, and will be interpreted in accordance with such Applicable Laws.

"Confidential Information" shall mean any information relating to the Parties' Personal Data, customers, clients, prospective customers, employees and any other Data Subjects, and all other information relating to the Parties' business affairs including any trade or professional secrets, know-how and any information of a confidential nature imparted by one Party to the other as part of this Agreement or coming into existence as a result of the Parties' obligations, whether existing in hard copy form, in electronic form or otherwise, and whether disclosed orally or in writing.

"Personal Data" means the Personal Data (as defined under the Applicable Law) being Processed from time to time pursuant to the terms of this Agreement, including as is more particularly described in Annex 1 to this Agreement.

"Sub-Processor" means any third party appointed by the Data Processor in accordance with this Agreement.

"Personal Data Breach" shall have the meaning set out in, and will be interpreted in accordance with, such Applicable Laws.



"Supervisory Authority"

means the relevant supervisory authority with jurisdiction over the Processing of the Personal Data and which is responsible for enforcing compliance with the Applicable Laws.

2. SCOPE

The Data Processor is hereby being appointed to Process Personal Data on behalf of the Data Controller.

3. OBLIGATIONS OF DATA PROCESSOR

Insofar as the Data Processor processes Personal Data on behalf of the Data Controller in its capacity as a Processor, it shall:

- (i) Process the Personal Data only in accordance with this Agreement and the Applicable Law;
- (ii) not Process the Personal Data other than on the prior written instructions of the Data Controller and solely for the purposes provided in Annex 1, unless Processing is required by Applicable Law to which the Data Processor is subject to, in which case the Data Processor shall inform the Data Controller without undue delay of that legal requirement. Annex 1 to this Agreement sets out all the instructions by the Data Controller to the Data Processor for the Processing of the Data Controller's Personal Data. The Data Controller may not make any amendments to the purposes of Processing in Annex 1 without prior mutual agreement in writing between the Parties;
- (iii) upon the written request from the Data Controller, and in so far as this is technically or legally possible, assist with appropriate technical and organisational measures (taking into account the nature of the Processing) for the fulfilment of the Data Controller's obligations to respond to requests from Data Subjects for access to, rectification, erasure or portability of Personal Data or for restriction of Processing or objections to Processing of Personal Data; it being understood that the Data Processor has no obligation to respond to any such data subject requests, unless expressly required by law; and
- (iv) give the Data Controller such assistance as it reasonably requests, and which the Data Processor is reasonably able to provide, aimed at ensuring compliance with the Data Controller's own security, Personal Data Breach notification, impact assessment, Supervisory Authority consultation obligations under the Applicable Law, and any other obligations under the Applicable Law, taking into account the information and means available to the Data Processor.

4. AUDIT AND INSPECTION BY THE DATA CONTROLLER

- 4.1 Subject to clauses 4.3 and 4.4 and to the extent permitted by the Applicable Law, the Data Processor will, make available to the Data Controller such information in relation to the Personal Data as the Data Controller reasonably requests and the Data Processor is reasonably able to provide.
- 4.2 The Data Processor will further, subject to any relevant and applicable confidentiality obligation provide the Data Controller with access to any Personal Data relating to the performance of the Principal Agreement and assist with such audits, including inspections, reasonably requested by (or on behalf of) the Data Controller (and its internal or external auditors (the "Auditor")) to undertake the verification that the Data Processor complies with its obligations under this Agreement.
- 4.3 The Data Controller is entitled to conduct a visit or audit under clause 4.2 at the Data Controller's expense. In such case, the Data Processor may request a prior written notice of at least seven (7) Business Days from the Data Controller before conducting such audit. Further, the Data Controller will

be required to use (and ensure that its Auditors use) its best endeavours to avoid (or minimise) causing any damage, injury or disruption to the Data Processor's premises, equipment, personnel and business while the personnel of the Data Controller, or its Auditors are on the Data Processor's premises in the course of such an audit or inspection. The Data Processor has no obligation to give access to its premises for the purposes of an audit or inspection: (i) to any individual unless he or she produces reasonable evidence of identity and authority; or (ii) for the purpose of more than one audit or inspection in any calendar year except in case of suspected fraud, or, (iii) if by doing so, the Data Processor breaches its statutory or regulatory or contractual duties, an order of a competent court or other authority and applicable to the Data Processor.

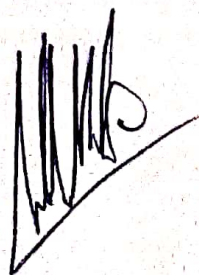
- 4.4 For the avoidance of doubt, clauses 4.1 and 4.2 will not require, nor be deemed to require, the Data Processor to disclose to the Data Controller and/or its Auditors information of any kind previously disclosed to, or otherwise held in confidence by the Data Processor on behalf of any of its other clients or business partners or other person in any capacity whatsoever (the "Protected Information"). The Data Processor may, in its sole discretion, refuse access to the Controller and/or its Auditors to any systems (including databases or servers) and files belonging to, or used by the Data Processor and containing such Protected Information, documents or any other data, if and to the extent that it is impossible or impracticable for the Data Processor to grant access to such systems without compromising the protection, confidentiality or security of the Protected Information.

5. OBLIGATIONS OF THE DATA CONTROLLER

The Data Controller:

- (i) shall determine the purpose and means of Personal Data Processing;
- (ii) shall remain ultimately liable towards its own Supervisory Authority and/or any other competent authority for the Processing of Personal Data;
- (iii) shall remain fully responsible to inform its officers, directors, partners, managers, employees, investors, agents or any other Data Subjects whose Personal Data was transferred to the Data Processor under the Principal Agreement about the Processing by Data Processor of the Personal Data relating to them, as well as about the rights available to them under Applicable Laws;
- (iv) shall remain responsible to: (a) protect the Data Subjects' rights pursuant to the Applicable Law; (ii) provide adequate information to the Data Subjects about the Personal Data, and, (iii) obtain their consent, if necessary or required, in line with the Applicable Law;
- (v) shall ensure that the Personal Data is Processed in a fair and lawful manner in conformity with all the provisions and obligations provided by the Applicable Law; and,
- (vi) warrants and represents that, to the extent required by the Applicable Law, all relevant Data Subjects have consented to the disclosure of Personal Data (or categories of Personal Data) to be disclosed to Data Processor in accordance with this Agreement, and all relevant Data Subjects have been provided with the information required in accordance with the Applicable Law.

For the avoidance of doubt, the foregoing is without prejudice to the Data Processor's obligations under Applicable Law and this Agreement.



6. DURATION AND TERMINATION OF THE AGREEMENT

- 6.1 This Agreement shall remain in force for as long as the Data Processor Processes Personal Data on the instructions of the Data Controller or until the Principal Agreement expires or terminates, whichever is the later.
- 6.2 Subject to clause 6.3, upon termination of this Agreement, Data Processor shall, as soon as reasonably practicable on receipt of a prior written request from the Data Controller, destroy or return to the Data Controller (at the Data Controller's election) any of the Personal Data Processed as agreed in this Agreement which is in the Data Processor's possession or under its control, and at the Data Controller's cost and expense. If, within thirty (30) days from termination of this Agreement according to Clause 6.1, the Data Controller does not submit a written request to the Data Processor to destroy or return the Personal Data in line with this Clause 6.2, the Data Processor shall destroy the Personal Data without any further notice.
- 6.3 The Data Processor will not be required to destroy or return the Personal Data Processed as agreed in this Agreement which the Data Processor is required to retain in accordance with any laws, regulations, and regulatory guidance applicable to the Data Processor or any of its affiliates, orders imposed on the Data Processor or an affiliate of the Data Processor by a competent judicial, governmental, regulatory or similar body, or that the Data Processor may have determined (to the extent permitted by law) to be necessary to protect and enforce its rights under the Principal Agreement.

7. TECHNICAL AND ORGANISATIONAL MEASURES

Data Processor shall implement and maintain all necessary technical and/or organisational measures as required by the Applicable Law (such as, for instance, the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a Personal Data Breach, a Process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing) to ensure the protection of the Personal Data Processed from any accidental or unlawful destruction, loss, deterioration, unauthorised disclosure or access and any other unlawful form of Processing or Personal Data Breach.

8. CONFIDENTIALITY

- 8.1 The Parties shall procure that all Confidential Information disclosed by any one Parties to the other Party under this Agreement or which may at any time during the term of this Agreement come into the other Party's knowledge, possession or control as a result of this Agreement, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Agreement and shall not be disclosed to any third party without the consent of the other Party, to the extent permitted by law.
- 8.2 The Parties and their principals, agents, contractors, employees, processors, sub-processors and/or the Sub-Processor, are only entitled to Process Confidential Information in the performance of this Agreement.
- 8.3 The Parties shall procure that their principals, agents, contractors, employees, processors, sub-processors and/or the Sub-Processors are made aware of and agree to comply with the obligations contained in this Agreement regarding the Personal Data, and this confidentiality clause, and they shall take all reasonable steps to ensure that their principals, agents, contractors, employees, processors, sub-processors and/or the Sub-Processor to whom the Personal Data is made available, shall comply with such obligations in carrying out the services in the Service Agreement.

8.4 For the performance of the obligations in relation to this Agreement, the Parties shall only appoint such principals, agents, contractors, employees, processors, sub-processors and/or a Sub-Processor who are informed about all relevant data privacy obligations and instructed to comply with confidentiality of the Confidential Information prior to performing their duties.

8.5 The Parties shall regularly train their employees to comply with their data protection and contractual obligations incumbent on them in this Agreement and in the Applicable Law.

8.6 This clause shall survive termination of this Agreement.

9. PERSONAL DATA BREACHES AND REPORTING

9.1 Data Processor shall, without undue delay from awareness of a Data Breach, inform the Data Controller in writing, of any actual or suspected Personal Data Breach, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data stored or otherwise Processed, and against any and all other unlawful forms of Processing (the "Data Breach Notice").

9.2 Data Processor shall provide the Data Controller with a written report on any and all information necessary in relation to the Personal Data Breach (the "Data Breach Report"), including:

- (i) a description of the nature of the Personal Data Breach including, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
- (ii) a communication of the name and contact details of the Data Protection Officer of the Processor or other contact point where more information can be obtained;
- (iii) a description of the likely consequences of the Personal Data Breach;
- (iv) a description of the measures taken or proposed to be taken by the Processor to address the Personal Data Breach, including measures to mitigate its possible adverse effects;
- (v) a description of the initiatives undertaken or to be undertaken by the Processor to safeguard against future security Personal Data Breaches.

9.3 Where the Data Processor cannot provide the Data Breach Report without undue delay from awareness of a Personal Data Breach, it shall without undue delay provide reasons in writing to the Data Controller for the delay, and seek to provide the Data Breach Report without undue delay.

10. SUB-PROCESSORS

10.1 The Data Controller hereby authorises the Data Processor to delegate the Processing of Personal Data to Sub-Processors.

10.2 The Data Processor shall enter into a written sub-processing agreement with the Sub-Processor and shall ensure that the Sub-Processor shall accept the data protection obligations which are substantially the same as those undertaken by Data Processor under this Agreement.

10.3 The Data Processor will remain liable towards the Data Controller for any acts and omissions of the Sub-Processor according to Clause 12.

11. CROSS-BORDER TRANSFERS OF PERSONAL DATA

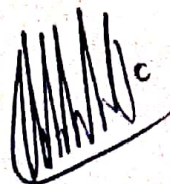
The Parties agree that should there be any transfer of Personal Data outside the EU/EEA then the standard contractual clauses established by the 2010/87/ Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council shall be entered into by the Parties as an Appendix to this Agreement.

12. INDEMNITY

- 12.1 The Parties' liability for damages as a result of this Agreement is, unless expressly stated in this Agreement, subject to the same limitations of liability as set forth in the Principal Agreement, which shall apply equally to this Agreement. In case of multiple claims for damages under this and the Principal Agreement, such liability shall be cumulative in relation to the maximum liability between this Agreement and the Principal Agreement.
- 12.2 Should the Data Processor incur any damages or become subject to any cost or third party claims as a consequence of its due performance of its obligations as Data Processor in relation to the Personal Data Processed in accordance with this Agreement, the Data Controller shall indemnify the Data Processor from all such claims, costs or damages including legal fees that may arise as a consequence thereof without any limitation of liability set forth in this Agreement, including section 12.1, or elsewhere.
- 12.3 If the Data Controller's Processing instructions are not supported by the services or conflicts with any other part of the Principal Agreement and such instructions mean that the Data Processor will incur further costs to comply, the Data Controller shall compensate the Data Processor in respect of all such costs.

13. GENERAL

- 13.1 Any failure by the Data Processor in exercising any right, power or privilege in this Agreement will not act as a waiver, nor will any single or partial exercise of such right, power or privilege preclude any further exercise of any rights, power or privilege.
- 13.2 If all or any part of any provision of this Agreement shall be or become illegal, invalid or unenforceable, that shall not affect:
 - (i) The legality, validity, or enforceability of the remainder of that provision and/or all other provisions of this Agreement; or
 - (ii) The legality, validity or enforceability of that provision and/or all other provisions of this Agreement
- 13.3 No variation of this Agreement or of any document referred to in it shall be valid unless it is in writing and signed by both Parties.
- 13.4 This Agreement shall be governed and construed in accordance with the Principal Agreement, with respect to substance and to form, and any action or dispute relating to this Agreement must be brought in accordance to the jurisdiction agreed by the Parties under the Principal Agreement.
- 13.5 In the event of conflict, the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict: (i) this Agreement; (ii) any document incorporated by reference; (iii) the Principal Agreement. The document higher in the order of preference will prevail to resolve the conflict.



14. NOTICES

Any notice given by a Party under or in connection with this Agreement shall be in writing and shall be sent as indicated under the Principal Agreement.

This Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out above.

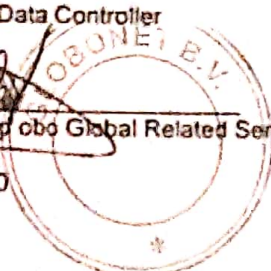
SIGNED on behalf of the Data Controller

Signature 

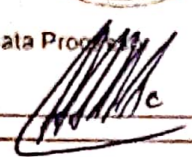
Name: Gouloud Hamadou obo Global Related Services B.V.

Title: Director

Date Signed: 15 July 2020



SIGNED on behalf of the Data Processor

Signature 

Name: Etienne

Title: Director

Date Signed

Annex 1- Data Protection Particulars

Details of Processing of Personal Data

Description of types of Personal Data being Processed	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user
Description of categories of Data Subjects whose data is being Processed	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user
Purpose of the data Processing	Fulfilling obligations under the Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement
Description of the types of data Processing involved	IP address, location data, username ID, cookies; device fingerprint game/financial transactions related to the casino services other information relevant to the end-user



- 12.4. **SECTION Error! Reference source not found.** SHALL NOT APPLY WITH RESPECT TO ANY AND ALL LIABILITY OF LICENSEE ARISING IN CONNECTION WITH: (I) ALLEGED OR ACTUAL INFRINGEMENT OF LICENSOR IP ASSETS; (II) LICENSEE'S BREACH OF SECTION 5 OR **SCHEDULE B**

13. INDEMNIFICATION

- 13.1. Licensee shall, upon Licensor's first written request, indemnify and hold harmless Licensor and each of its respective successors, assigns, including their officers, directors, and employees, (all of the foregoing "**Indemnified Party**") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "**Claim**") against any Indemnified Party as a result of or in connection with Licensee's breach of this Agreement, or arising out of claims brought by Licensee's End Users of or visitors to the Licensee's Website or any third party, and/or brought under any law and will hold Indemnified Party harmless from any damages (including all reasonable legal and attorney fees and related costs) related to or resulting from such Claim. Licensee's obligations under this Section **Error! Reference source not found.** shall be subject to the Limit of Liability, save for Claims arising in connection with: (i) alleged or actual infringement of Licensor IP Assets; and (ii) a breach of Section **Error! Reference source not found.** or **Schedule B** which shall remain uncapped.
- 13.2. Licensor shall, upon Licensee's first written request, indemnify and hold harmless Licensee and each of its respective successors, assigns, including their officers, directors, and employees, (all of the foregoing "**Indemnified Party**") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "**Claim**") against any Indemnified Party arising out of claims: (i) that the Licensed Software infringes any intellectual property right of any third party; or (ii) Licensor's breach of its obligations, representations or warranties of this Agreement. Licensor's obligations under this Section **Error! Reference source not found.** shall be subject to the Limit of Liability.
- 13.3. Nothing in this Section 13 shall be deemed to limit Indemnified Party's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

14. ANNOUNCEMENTS

Neither Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other Party.

15. PROMOTION AND MARKETING

- 15.1. Both Parties shall act in good faith in order to optimize the promotion and marketing of the Software, for both Parties benefit.

16. MISCELLANEOUS

- 16.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matters hereof.
- 16.2. **Relationship of Parties.** This Agreement does not create any relationship of agency, partnership, joint venture, or employment between the parties. Licensee and Licensor enter into this Agreement as independent contractors.
- 16.3. **Rights of Third Parties.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 16.4. **Amendments; No Waivers.** This Agreement and any provision therein may be amended solely by a written instrument signed by both parties hereto. No failure or delay by either party in