

SOFTWARE LICENSE AGREEMENT (Supply of Casino Games)

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") is made effective as of the Effective Date
BETWEEN:

Spin Tech Solution B.V., a body corporate with company number **150166** and
address at Fransche Bloemweg 4, Willemstad, Curacao.

(Hereinafter referred to as "**Supplier**")

AND:

GLOBONET B.V., a body corporate with company number **146296** and address
at Kaya Richard J. Beaujon z/n, Curacao.

(Hereinafter referred to as "**Customer**")

WHEREAS:

- A. Supplier has agreed to develop an interactive gaming platform for Customer pursuant to the terms and conditions of this Agreement and to license certain casino gaming software to Customer for its use in Customer's online gaming business.

THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 The following terms will have the following definitions:

- (1) "**Customer Group**" means Customer and its corporate affiliates, parent companies, subsidiaries, agents, gaming agents, service providers, and all entities with whom Customer establishes an online gaming partnership or other relationship of any nature related to the use of the Online Games as a sub-licensee, partner, affiliate or webmaster working with the following domains including but not limited to: playfortuna.com and its mirrors, booi.com and its mirrors.
- (2) "**Effective date**" means the date when the Agreement has been signed by both parties. If the Agreement has been signed at two different dates, the latter shall be considered to be the Effective date.
- (3) "**Gaming Software**" means the object code versions of the computer software described in Appendix A hereof which includes the casino games, soft games and games administration, including third party and Premium games.
- (4) "**Gaming Server**" means the server, or servers as may be permitted herein, upon which the Gaming Software and all necessary third-party software is installed, and which is linked to the Website.

- (5) **"Gross Gaming Revenue"** means the aggregate gross income which is received by the Customer Group or any affiliate, partner, webmaster, agent or associate of the foregoing in connection with the activities of the Online Games, which shall be calculated as the total monies wagered on all games less all player winnings on the use of the Gaming Software or operation of the Online Games and before any operating, administrative or other expenses or commissions. For the purposes of calculating Gross Gaming Revenue, the game play data collected and stored in the Gaming Software shall be used to conclusively to determine all wagers and winnings, unless otherwise agreed to in writing by Supplier.
- (6) **"Go- live Date"** - the date the Online Games are first made available to the public for real money wagering
- (7) **"End User"** means an individual whom a member of the Customer Group permits to access and utilize the Gaming Software.
- (8) **"License Fees"** means the monthly payments to be made by Customer to Supplier as described in subsections 3.1 and 3.2 hereof.
- (9) **"License"** means the license to the use of the Gaming Software as described in Section 4.0 hereof.
- (10) **"Online Games"** means the Gaming Software as installed and operated on the Gaming Server.
- (11) **"Royalties"** means the Gross Gaming Revenue received by Customer from its own operation of the Online Games and the percentage of Gross Gaming Revenue received by Customer from all members of the Customer Group.
- (12) **"Website"** means the website, or websites operated by the Customer Group to provide access to the Online Games.
- (13) **"€" or "Euro"** means Euro, the common basic monetary unit of most countries of the European Union.

1.2 Terminology

Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.

1.3 Appendices

The following Appendices are attached to and form part of this Agreement:

Appendix A - Gaming Software



2. ONLINE GAMES

2.1 **Online Games Design and Construction:** Supplier will:

- (1) Provide, to the reasonable standards specified by Customer and agreed to by Supplier, an online gaming system, including Games and
- (2) Load the Gaming Software onto the Gaming Server and perform set up and testing of the Gaming Software.

2.2 **Setup and Access:** Supplier will arrange for the initial setup and all maintenance, repairs and upgrades to the Gaming Software under this Agreement.

2.3 **Gaming Server:** Supplier will provide the Gaming Server and all related hardware necessary for the operation of the Online Games and will be responsible for the configuration, custody and maintenance of the Gaming Server.

2.4 **Website:** Customer shall be permitted to make arrangements with other website operators, as partners, affiliates or webmasters, whereby visitors to such websites can link to and use the Online Games.

2.5 **Management:** Customer shall be responsible for the management of the business elements of the Online Games and the Website.

3. FEES

3.1 **Set Up Fee:** Customer shall pay €0 (zero euro) upon the signing of this Software License Agreement.

3.2 **License Fees:** Throughout the Term of this Agreement, Customer shall pay Supplier monthly License Fees calculated on the monthly aggregate Royalties received or receivable by Customer. Payment of License Fees shall commence on the date the Online Games are first made available to the public for real money wagering (the "Go Live Date"). License fees shall be paid in Euros. List of Swintt Standard Games and Swintt Premium Games can be found in Appendix A.

Swintt Standard Games

Monthly Gross Gaming Revenue (in Euro)	License fee (%)	License fee amount example (in Euro)
€0 - €250,000	7% less Bonus Deduction	€ Balance x 7%
€250,001 - €500,000	6.75% less Bonus Deduction	€ Balance x 6.75%
€500,001 and above	6.5% less Bonus Deduction	€ Balance x 6.5%

Swintt Premium Games

Monthly Gross Gaming Revenue (in Euro)	License fee (%)	License fee amount example (in Euro)
€0 - €250,000	9% less Bonus Deduction	€ Balance x 9%
€250,001 - €500,000	8.75% less Bonus Deduction	€ Balance x 8.75%
€500,001 and above	8.5% less Bonus Deduction	€ Balance x 8.5%

For the avoidance of doubt, the above tiers are collapsing. When the Customer achieves the new tier, the License fee shall be calculated from 0, fully nullifying the previous tier level.

- 3.3 Bonus Deduction:** Only Bonuses using the Gaming System or Swintt Bonus API may be deducted. The fixed amount of Bonus cost that is allowed to be deducted is 10% of Gross Gaming Revenue, i.e. if the Bonus costs are 30% of Gross Gaming Revenue, only 10% will be deducted. The Parties have agreed that the deducted bonus costs shall be calculated automatically not depending on any reports.
- 3.4 Monthly Minimum Fee:** Throughout the term of this Agreement, Customer shall not pay Supplier any monthly minimum fee.
- 3.5 Negative Carry-over:** There shall be no negative carry-over from one month to the next. If the GGR for a month is negative, this value shall be seen as zero, for the calculation of the Royalties. The following month GGR shall be calculated starting from zero.

4. GRANT OF LICENSE

- 4.1 License:** Subject to the terms and conditions hereof Supplier hereby grants to Customer and Customer accepts from Supplier a worldwide, non-exclusive, non-transferable license to use the Gaming Software only in connection with the operation of the Online Games as contemplated herein. Customer Group is also granted the worldwide, non-exclusive, non-transferable license to use the Gaming Software only in connection with the operation of the Online Games of the Customer.
- 4.2 Payment:** Customer shall pay License Fees to Supplier under subsection 3.2 on a monthly basis commencing at the end of the first month after the Go-live Date. License Fees shall be calculated monthly and paid within fifteen (15) days of the end of each month. Payments shall be made in Euros. In the event that The Customer does not Go-Live within three (3) months of date of execution of this Agreement for any reason not due to default of Supplier, License Fees (whichever is applicable) shall commence at the expiry of said three (3) month period notwithstanding the fact that the Go-Live Date has not been achieved.
- 4.3 Taxes:** Each party shall be liable for all own tax duties as they arise, according to valid applicable legal rules
- 4.4 Restrictions:** Customer will not, and will not authorize any employee or agent or any related, affiliated, subsidiary or third party to:
- (1) use the Gaming Software or any part thereof for any other purpose other than in connection with the Online Games as contemplated herein; or
 - (2) offer the Gaming Software or allow the Gaming Software to be offered in jurisdictions where it is prohibited to do so, or accept wagers from persons residing in the jurisdictions listed in Appendix B.
- 4.5 Upgrades:** With the specific exclusion of additional Games and Premium Games, Supplier will procure for Customer all of its upgrades and enhancements to the Gaming Software, at no additional cost to Customer.




- 4.6 Business Relationship:** Supplier's services hereunder relate to the initial design, development and installation of the Gaming Software and to the continued maintenance and upgrades of same. Supplier shall have no ownership rights, participation interest, control, direction or management in respect of Customer or any of its business activities or any of its customer details, game play or transactional data.

5. REPRESENTATIONS AND WARRANTIES

5.1 Supplier's Representations and Warranties: Supplier warrants and represents to Customer as follows:

- (1) Capacity: It has the necessary capacity to enter into this Agreement and to perform its obligations hereunder;
- (2) Program Error: Supplier warrants that if program errors (defects in the Gaming Software) occur that Supplier will respond to notification of same by Customer and will use its best efforts to procure the correction of such errors on a timely basis.
- (3) IP rights: Gaming Software doesn't infringe the copyrights or trademark of any third party.
- (4) Virus-free: Gaming Software shall be free from any generally known bugs or viruses that can materially affect its functionality.

5.2 Customer Representations and Warranties: Customer warrants and represents to Supplier as follows and acknowledges that Supplier is relying on such warranties, representations and warranties in entering into this Agreement and the transactions contemplated in this Agreement:

- (1) Capacity: Customer has the necessary capacity to enter into this Agreement and to perform its obligations hereunder;
- (2) Use of Software: Customer will use the Gaming Software only in accordance with this Agreement and will operate in compliance with the restrictions set out in subsection 4.4, ensuring that the Games shall be marketed in a suitable manner ensuring that each game shall at all times be well positioned within the Lobby; and
- (3) Conduct of Business: Customer will pursue the operation of the Online Games during the term of this Agreement in a lawful manner and to reasonable commercial standards.

6. LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability: IN NO EVENT WILL EITHER PARTY OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION OF EITHER PARTY, BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, OR FOR ANY LOSS OR DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OF THE GAMING SOFTWARE, OR FROM ANY LOSS OF DATA, LOST PROFITS,




ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL, IN EACH CASE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ONLINE GAMES OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE GAMING SOFTWARE.

- 6.2 Aggregate Liability:** Without limiting the general exclusion of liability as provided in subsection 6.1, the liability of each Party to each other and any of its associates, affiliates, parent or subsidiary corporations, whether for negligence, breach of contract, misrepresentation or otherwise in respect of a single occurrence or a series of occurrences will in no circumstances exceed €50,000 or Aggregate Fees paid over the period or renewal period of the agreement, whichever is the greater.
- 6.3 CUSTOMER Indemnification:** Customer agrees to indemnify and save Supplier and its associates, affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims brought by users of or visitors to the Online Games or any third party, and/or brought under any law, including without limitation any government department or agency as a result of Customer's use of or its permitted access to or use of the Gaming Software, or Customer's operation and management of the Online Games.

7. TERMINATION

- 7.1 Term:** The initial term of this Agreement will terminate three (3) years after the Go Live Date. This Agreement will automatically renew on for an additional (3) years terms as provided for herein, unless at least ninety (90) days prior to the end of the initial term, either party supplies written notice to the other party that this Agreement shall not be renewed.
- 7.2 Termination For Cause:** Either party may terminate this Agreement effective immediately upon written notice for cause, which shall include any material breach of this Agreement, which includes but is not limited to, the Restrictions laid out in Section 4.4.
- 7.3 Early Termination:** Notwithstanding Section 7.1 hereof, either party may terminate this Agreement upon three (3) calendar months' written notice to the other, which notice shall specify the effective date of such termination. On any termination under this clause, the Customer shall pay the Supplier any balance of the outstanding at the time of termination.
- 7.4 Non Payment:** Notwithstanding anything contained herein, non-payment by Customer of any License Fees provided for herein, at the times specified herein, which non-payment continues for fourteen (14) days after notification from Supplier referring to this Clause, shall entitle Supplier to immediately terminate this Agreement and in such event Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Gaming Software.



8. **GENERAL**

8.1 Notice: Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by email to the party whose email address for the receipt of such document is as follows:

(1) **If to Supplier:**
Email: Legal@spintechsolutions.net

(2) **If to Customer:**
dir@playfortuna.com
info@g-force-corporate-services.com

or to such other email address for as a party may direct. Any notice so given will be deemed to have been received on the date it was transmitted. Notice under this Agreement shall be in English.

8.2 Governing Law: This Agreement shall be governed in all respects by the laws of Curacao and any dispute there under will be subject to the exclusive jurisdiction of the Courts of Curacao. The parties irrevocably submit to the sole jurisdiction of Curacao.

8.3 Force Majeure: Except in relation to the obligation of Customer to make License Fee payments under this Agreement, a party will not be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfill any terms or provisions hereof if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that party and which could not have been prevented by that party exercising reasonable diligence.

8.4 Intellectual property: 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.

8.5 Confidential information: 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.

8.6 Relationship of Parties: The parties to this Agreement are independent contractors and neither party is the agent, joint venture, partner or employee of the other.

8.7 Counterparts: This Agreement may be executed by email and scanned documents, and

in counterparts, each of which when so executed and delivered will be deemed an original,
but such counterparts together will constitute one and the same instrument.

EXECUTED by the parties hereto as of the day and year first above written

Spin Tech Solution B.V

by its authorized signatory who is duly authorized
to bind the entity:

Executive Corporate Management B.V.

Name: Christopher Van Rosberg

Position: Director

Date: 6/11/2020

Name: Andy Paul Senior

Position: Director

Date: 6/11/2020

GLOBONET B.V.

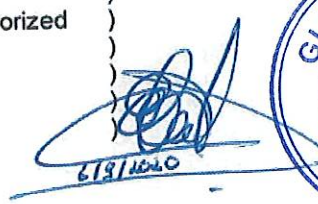
by its authorized signatory who is duly authorized
to bind the entity:

Name: Global Related Services BV /

G. Hammoud

Position: Director

Date: June 9, 2020


6/9/2020



**APPENDIX A TO SOFTWARE LICENSE AGREEMENT BETWEEN
SPIN TECH SOLUTION B.V AND GLOBONET B.V.**

Supplier Gaming System

- Complete suite of casino and soft games in the current release version of the Gaming Software that are generally made available to all Supplier licensees, including any third party customized work and Swintt Premium games.
- For third party and/or premium branded games, the License Fees for such games shall be determined and agreed by the parties on a case-by-case basis but will generally be offered at an enhanced rate.
- Complete gaming system administration tool that is generally made available to all Supplier licensees, including any third party customized work in the current release version of the Gaming Software

Swintt Standard Games

1. Wild Wild Tiger (HTML5)
2. Legendary (HTML5)
3. Fairy Hollow (HTML5)
4. Golden Buffalo (HTML5)
5. Golden Pig (HTML5)
6. Neutron Star H5 (HTML5)
7. Medusa's Curse (HTML5)
8. Diamond Fortune (HTML5)
9. Wild 777 (HTML5)
10. Dia De Muertos (HTML5)
11. Neptune's Gold (HTML5)
12. King Dinosaur (HTML5)
13. Battle Heroes (HTML5)
14. Gem Riches (HTML5)
15. Golden Dragon (HTML5)
16. Golden Amazon (HTML5)
17. Legendary (HTML5)
18. Cheeky Charlie (HTML5)
19. Huluwa (HTML5)
20. Dragon King (HTML5)
21. Cherry Fortune (HTML5)
22. Monkey Luck (HTML5)
23. Wild Triads (HTML5)
24. 3 Diamonds (HTML5)
25. Cheeky Charlie 2 (HTML5)
26. Panda Warrior (HTML5)
27. Everlasting Spins (HTML5)
28. Royal Golden Dragon (HTML5)
29. Golden 888 (HTML5)
30. Bollywood Billions (HTML5)
31. Sushi Master (HTML5)

Swintt Premium Games

1. Master of Books (HTML5)
2. Heart of Earth (HTML5)
3. Perseus (HTML5)
4. Fresh Fruit (HTML5)
5. Seven Seven (HTML5)
6. Star Stretch (HTML5)
7. Tokyo Dragon (HTML5)
8. Fruit Fever (HTML5)
9. Leokan (HTML5)
10. Four the Win (HTML5)
11. Sinbads Odyssey (HTML5)
12. Seventy Seven (HTML5)
13. Belle Epoque (HTML5)
14. Extra Win (HTML5)
15. Fruitrays (HTML5)
16. Alm Gaudi (HTML5)
17. Mexico Dude (HTML5)
18. Highway to Win (HTML5)
19. Hana Bana (HTML5)
20. Sun of Maya (HTML5)
21. Lucky Fruit Wheel (HTML5)

APPENDIX B – Limited Jurisdictions

The Customer warrants that it shall use the Gaming Software and provide its online gaming operations only in those jurisdictions in which online gaming is permitted and that it is in compliance with the laws and regulations of such jurisdictions and any restrictions set out in this Agreement and or they have an appropriate gaming license for jurisdictions.

The following Jurisdictions are not allowed:

- Afghanistan
- Albania
- Algeria
- Angola
- Australia
- France
- Hong Kong
- Iran
- Iraq
- Kuwait
- Namibia
- Pakistan
- Philippines
- Sudan
- Taiwan
- Uganda
- United States of America
- Yemen
- Zimbabwe
- The Netherlands

