

SOFTWARE LICENSE & DISTRIBUTION AGREEMENT

THIS SOFTWARE LICENSE & DISTRIBUTION AGREEMENT is entered into on this October 29, 2020, with effect as of October 29, 2020 (the "**Effective Date**"), by and between:

- (1) **Lazincio Technologies Limited t/a Revolver Gaming**, a company (with company number 07289341) incorporated in the United Kingdom, with registered office situated at 41B Montagu Road, London, NW4 3ER (the "**Company**"); and
- (2) **GLOBONET B.V.**, a company (with company number 146296) incorporated under the laws of Curacao, with registered business address at Kaya Richard J. Beaujon z/n, Curacao (the "**Operator**").

Each of Operator and Company shall hereafter be referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS, the Company is in the business of creating and designing Software (the "**Software**"; also referred to as the "**Games**") and holds all right, title and interest in and to the Software (as defined below); and

WHEREAS, the Software is copyrighted and wholly owned by the Company with all rights reserved; and

WHEREAS, the Company holds online gaming and betting licenses; and

WHEREAS, the Operator operates Website(s) (as per Schedule D) utilising proprietary and/or 3rd party software upon which players (the "**End User(s)**") play games for the opportunity to win prizes (either monetary or otherwise); and

WHEREAS, the Operator, its Affiliates and agents (if a shop based agent system is applicable) host and operate certain gaming software and management tools as a remote gaming platform ("**Operator Gaming Platform**" or "**OGP**", as further defined below) and host and operate on such OGP certain online games enabling the Operator to offer electronic gaming services (including electronic casino games) to its End Users; and

WHEREAS, the Company operates the Software for certain online games (the "**Revolver Remote Gaming Platform**" or "**RRGP**", as further defined below) and wishes to allow integration of the RRGP on to the OGP; and

WHEREAS, this Agreement provides the Company with an opportunity to make the RRGP and the Games available to the Operator's End Users visiting Operator's gaming sites; and

WHEREAS, Company wishes to grant certain rights regarding the RRGP to the Operator for the purpose of utilising such Games on its Websites on a non-exclusive basis, and the Operator wishes to accept such rights to use the Games, under the terms of this Agreement (the "**Purpose**");

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS

HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions.

1.1. In this Agreement, the following terms shall have the respective meanings assigned to them hereunder:

Affiliate	shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.
Agreement	shall mean this Agreement, the preamble and all the appendices, schedules and exhibits that are attached or may be attached hereto.
Business Day	shall mean a day on which banks are open in the United Kingdom not being a Saturday or Sunday or Public Holiday.
Certified Random Number Generator	shall mean a software or hardware component or application that uses a generally accepted mathematical algorithm to generate a pseudo-random sequence of numbers within a given range, wherein each generated number describes a number or symbol used in a game outcome.
Confidential Information	shall mean any proprietary and/or confidential information, concerning the disclosing Party or its products, technology, intellectual property, services, finances, personnel, business practices and policies, including, without limitation, trade secrets, discoveries, ideas, concepts, know-how, software, techniques, designs, specifications, drawings, diagrams, data, computer programs and any component thereof, business activities and operations, reports, studies, lists of customers and business partners, current and future business plans, financial information, and other technical and business information.
Copyright	shall mean all rights of copyright whether existing now or in the future in the Software including initial drawings, sketches, flow charts and designs, as well as the Software documentation.
Delivery Date	shall mean the delivery date of any Software and related Documentation as set out in the Order Form.
Disclosing Party	shall have the meaning ascribed thereto in <u>Section 6.1</u> hereof.
Operator Gaming Platform	means the Operator gaming platform(s) operated or controlled by the Operator, or an Affiliate of the Operator, that serves

(OGP)	remote gaming applications to its End Users.
Documentation	shall mean materials and written documents pertaining to the Software and to this Agreement, including without limitation, certifications, user guides, manuals, diagrams, drawings, Company's relevant procedures and any other documents in relation to the Software (containing detailed instructions pertaining the Use of the Software and setting out the operation of the Software), or the fulfillment of Company's obligations hereunder.
Effective Date	shall have the meaning ascribed thereto in the preamble to this Agreement.
End Users	shall mean people who play the Games, offered to them by the Operator, whether by visiting its Websites or by means of a downloadable client, a mobile device, or any other technology, including currently known technologies and technologies that may become available in the future.
Fee	shall have the meaning ascribed thereto in <u>Section 5.1</u> hereof.
Games	shall mean the online games of the Company accessible on the RRGP and made available through the OGP to Operator, as detailed under <u>Schedule A</u> attached hereto. This excludes any games which may not be available for Operator's use due to commercial exclusivity, premium pricing requirements in the case of branded content licensing restrictions and/or other reasons at Company's sole discretion.
Initial Term	shall have the meaning ascribed thereto in <u>Section 10.1</u> hereof.
Intellectual Property Rights	shall mean, without limitation, all intellectual property rights of whatever nature in intellectual property, whether or not patentable, including without limitation, the Software, software code, architecture of software, look and feel of software, inventions, patents, copyrights, design rights, software, firmware, databases, trademarks, trade names, logos, devices, domain names, service marks, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, all other copyright works, trade secrets, know-how, goodwill, reputation and other intellectual property and rights therein (whether registered or unregistered) and all applications for and registrations of any of the foregoing, anywhere in the world, and any rights analogous to the foregoing.
License	shall mean a right granted to the Operator to Use the Software developed by the Company, including any copies (if applicable) but excluding source code material.
Malicious Code	shall mean any program code designed to contaminate other

	computer programs or computer data, modify, destroy, record, or transmit data, require the intervention of Operator or of any third party in order to utilize such Software or in some other fashion disrupt the normal operation of any software, computer system, or computer network, including, without limitation, viruses, worms, Trojan horses, droppers, logic bombs, hidden files, locks, clocks, or any other device of similar intent.
Modification	shall mean (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of Company data structures; or (iii) any other change to the Software (other than an add-on) utilizing or incorporating any Documentation.
Gross Gaming Revenue (GGR)	shall have the meaning ascribed thereto in <u>Schedule B</u> attached hereto.
New Functionality	shall mean any new functionality or new module(s) to be added to the Software.
Receiving Party	shall have the meaning ascribed thereto in <u>Section 6.1</u> hereof.
Renewal Term	shall have the meaning ascribed thereto in <u>Section 10.1</u> hereof.
Revolver Remote Gaming Platform (RRGP)	shall mean the Company's casino games platform on which it provides access to the Games (through the OGP).
Software	shall mean (i) the Games, and the software supporting the Games, provided by Company in executable form; and (ii) any and all platforms, software releases (including Updates and Upgrades), patches, updates and other deliverables supplied by the Company to the Operator, or that the Games make use of.
Term	shall mean the Initial Term and any Renewal Term.
Taxes	shall mean any taxes or fees required by law in any taxing jurisdiction to be paid to the government or appropriate collection or licensing agencies in such taxing jurisdiction, but not including Gaming Taxes.
Gaming Taxes	shall mean any and all fees, duties, levies, taxes and charges incurred directly by the Operator in relation to the transactions of End Users, or by End Users directly, which are charged by any governmental or regulatory authority in any territory and whether such fees, duties, levies, taxes and charges are charged by reference to turnover or profitability or as fixed charges or otherwise.

Update	shall mean a new or a revised version of the Software that contains bug fixes and/or minor enhancements or improvements but does not contain significant new features (Updates are designated by a change in the number to the right of the decimal point in the version number).
Upgrade	shall mean any new version of the Software that contains major enhancements and new features (Upgrades are designated by a change in the number to the left of the decimal point in the version number).
Use	shall mean the run and display of the Software only in accordance with the terms of this Agreement.
Operator	Shall have the meaning as defined and set out on Page 1 of this Agreement.

2. Scope.

- 2.1. This Agreement sets forth the terms and conditions under which the Operator shall be permitted by the Company to use the Software and Documentation, for the purpose of providing End Users (or others) access to the Games and related services and marketing material, all subject to the terms and conditions portrayed under this Agreement.

3. Grant of License.

- 3.1. This is a License and not a Sale. Except for the License expressly granted herein, Company hereby retains all right, title and interest in and to the Software. Operator obtains no rights hereunder in the Software by implication, estoppel or otherwise. Operator acknowledges that this Agreement does not transfer title in the Software, or any copy thereof, to Operator.
- 3.2. The Company shall always remain the sole and exclusive owner of all Intellectual Property Rights of the Games ("Company IP"). "Intellectual Property Rights" shall have the meaning as is set out under Clause 1 hereinabove.
- 3.3. Company hereby grants to Operator and its Affiliates and/or agents, during the Term of this Agreement (revocable upon termination of this Agreement in accordance with the terms hereof), solely within the territories that are not marked as restricted territory as set forth in Schedule C ("Territory" or "Territories") (and any other territories designated by the Parties from time to time upon written consent), and solely for the purpose of utilising the Games on its Website(s) (as set forth in Schedule D) to End Users for online real money gaming (to exclude any other activity, such as social or free-to-play gaming where cash or prizes of merchantile value are not available, etc.), and subject to Section 3.5 below:
 - 3.3.1. a non-exclusive, transferable, sub-licensable, worldwide license: (i) to copy, distribute, access, perform, display, and otherwise use the Software and Documentation for the purpose of marketing, distributing and placing the Software for use by End Users, to whom the Operator shall make the Games available by means of the OGP and by any other technological means, now existing or hereafter developed, online or offline; and (ii) to copy, distribute, publicly display, publicly perform and make derivative works based upon, the Software and Documentation, for the purpose of marketing and promoting the Games in any form of media, as per the terms hereunder.

- 3.4. Company hereby grants to Operator a limited, non-exclusive license to:
- 3.4.1. access the RRGP and the Games;
 - 3.4.2. offer the Games in any jurisdiction where they are legally allowed to offer such products to its End Users;
 - 3.4.3. allow access by End Users to the RRGP and the Games by way of the Operator's online applications in order to deliver the RRGP and the Games to such End Users for gaming purposes; and
 - 3.4.4. integrate the RRGP into, or have the RRGP linked to, the OGP in order to facilitate the above.
- 3.5. OPERATOR SHALL NOT PROMOTE AND/OR ALLOW THE PROMOTION, OFFER, SUPPLY, OR PUT TO USE OF THE COMPANY'S GAMES, IN ANY TERRITORY WHERE IT IS ILLEGAL AND/OR WHERE THE COMPANY SHALL BE REQUIRED IN ACCORDANCE WITH APPLICABLE LAWS TO ISSUE A GAMING OR OTHER LICENSE, AND HAS NOT BEEN GRANTED SUCH LICENSE. WITHOUT DEROGATING FROM THE GENERALITY OF THE AFOREGOING, THE OPERATOR SHALL NOT PROMOTE AND/OR ALLOW THE PROMOTION, OFFER, SUPPLY, OR PUT TO USE OF THE COMPANY'S GAMES BY RESIDENTS OF THE UNITED KINGDOM UNLESS THE OPERATOR HAS BEEN GRANTED THE RELEVANT LICENSE BY THE UNITED KINGDOM GAMBLING COMMISSION TO DO SO.
- 3.6. Operator shall be solely responsible for issuance, verifying and maintenance (as applicable) at all times of all required licenses, permits and regulatory authorizations of any applicable regulator with regard to the Games and their use by End Users, for carrying out Operator's obligations hereunder, and Operator shall solely bear all of the respective expenses and liabilities related to or arising out of such licenses and authorizations. Operator's attention is specifically directed to clause 10.8 hereinbelow.
- 3.7. Operator may not install or otherwise use or distribute the Games to any non-Operators.
- 3.8. Operator shall not, without Company's prior written consent: (a) modify (other than as allowed and provided for in this Agreement), decode, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Software or convert the Software or any part thereof; (b) transfer, sell, resell, loan, lease, assign, rent, publish, or otherwise sublicense the Software, except as expressly provided for herein.
- 3.9. Operator understands and accepts that, in order to limit the maximum award payout of any Company game title, Operator will need to agree with Company on the maximum wager limits for each individual game that Company offers.
- 3.10. Operator accepts the financial risks inherent in offering Company's game titles, both existing game titles and future releases, to its End Users.
- 3.11. Operator understands and accepts that it is the Operator's responsibility to ensure that game wager amounts correspond to the Operator's risk tolerance levels.
- 3.12. Save as aforesaid, the Operator shall have no other rights, title or ownership in and to the Software in any way. All rights not expressly granted herein are reserved by Company.
4. **Implementation, Support and Maintenance.**

- 4.1. The Company shall provide the Games to Operator, at their finished form, for the Purpose and subject to the other terms herein included, subject to Operator fulfilling its obligations hereunder.
- 4.2. Games may only be installed on the OGP. The Company may carry out certain work required to enhance the integration of the RRGP with the OGP, in accordance with Operator's requirements which may be amended from time to time, at a price which shall be calculated separately, provided that such integration can be made, developed and supported by the Company. For avoidance of doubt, Operator shall be responsible for all required expenses in order to allow the Company to integrate the Games with the OGP and any applicable platform.
- 4.3. In respect of the RRGP:
- 4.3.1. Any changes to the graphics of the RRGP or the Games requested by the Operator shall be made and effected at the absolute and sole discretion of the Company. Should any fees be payable by the Operator for such changes, the Company shall provide a quote at the then prevailing market rates to the Operator and shall only proceed with such changes on approval of the same from the Operator.
- 4.3.2. Company warrants that the Certified Random Number Generator used by the Games for the purposes of helping to determine game outcomes are generated in an unbiased manner and certified by an independent third-party certification provider, and Company may provide Operator, upon written request from Operator, with any relevant documentation and certification information to that effect.
- 4.3.3. Operator shall have the right to create multiple front-end web pages or mobile apps that will direct users to the Games.
- 4.4. It is acknowledged and agreed that all the Company's obligations hereunder (including the integration and any service or duty relating to Games, including the Support Services, as defined below) may be conducted remotely by the Company from its facilities. In the event that, as a result of carrying out any of the Company's duties or obligations hereunder, there should be a need for any of the Company's personnel to travel to any of Operator's or other facilities (including to the facility where the Game Server is located), Operator shall bear such reasonable costs and expenses associated with such travelling (including airfare, board and lodging), which have been approved in advance by the Operator.
- 4.5. The Company may provide Operator with support services to include installation, support and remote maintenance services (the "Support Services"). The scope, content, exclusions and fees of such Support Services shall be determined by the Parties (in a separate *Service Level Agreement*, a signed copy of which shall be annexed to this Agreement at Schedule E) upon mutual written consent.
5. **Fee(s).**
- 5.1. The Company shall receive a monthly Fee for the rights the Company grants herein to the Operator, in relation to the Software and Games. Company shall calculate this monthly Fee in accordance with Schedule B attached hereto (the "Fee"). The Fee may entitle the Company to receive a certain percentage out of the Operator's Net Gaming Revenue generated through income related to or derived from the Games.
- 5.2. **Taxes:** The Fee is exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Operator will be responsible for payment of all such taxes (other than taxes based on the Company's revenue or income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fee, or

the delivery of the Support Services. Operator will make all payments of the Fee to the Company free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the Fee to the Company will be Operator's sole responsibility. Operator shall indemnify and defend the Company in connection with any proceedings brought by any taxing authorities in connection with this Agreement.

5.3. Within **fifteen (15) days** of the end of each calendar month during the term of this Agreement, Operator shall issue the Company a written report detailing the amount of the Fee accrued during the previous Calendar month (the "**Report**") and the Company shall promptly provide Operator with an appropriate invoice stating the applicable Fee. Operator shall settle such invoice within **ten (10) days** from receipt of the invoice from Company. In addition to any other remedies, the Company shall be entitled to charge interest at 4% over the base lending rate of Bank of England from time to time on any amounts which are not paid on or before the due date for payment in accordance with this Section. Interest on any amount not duly paid shall be payable on demand on a daily accrued basis from the due date for payment until the actual date for payment (whether before or after judgment). Additionally, any late payment shall constitute a material breach of this Agreement.

5.4. The Company will be permitted, in the event that it believes there is a discrepancy in the Company Revenue Share due to it pursuant to this Agreement, during the Term and for a period of one (1) year thereafter, to verify Operator's records by giving no less than seven (7) days prior written notice to Operator. Verification shall be carried out by the appointment of a professionally qualified independent auditor. If the Parties disagree on the auditor to be used, the choice of auditor shall be determined by the Association of Chartered Certified Accountants. Operator shall give reasonable remote access to the auditor to such of its books and records, available online, as are relevant to a review. Information discovered during verification will only be used to verify compliance with this Agreement. In the event such audit shall disclose any underpayment of the Company Revenue Share, Company shall invoice Operator for the shortfall and Operator shall pay such invoice immediately. Further, if an underpayment of any Company Revenue Share for the period of any audit is determined by any such audit to be greater than five (5%) percent, Operator shall reimburse Company for the actual and reasonable cost of such audit.

6. **Confidentiality.**

6.1. In the course of performing the obligations under this Agreement, each Party ("**Disclosing Party**") may disclose or furnish to the other ("**Receiving Party**") Confidential Information.

6.2. The Receiving Party agrees to maintain the Disclosing Party's Confidential Information in strict confidence, to release the Confidential Information only to the Receiving Party's employees or independent consultants who have a reasonable need to know the same for performing obligations under this Agreement, provided such employees and consultants are bound by confidentiality obligations no less restrictive than the confidentiality obligations provided herein, and not to release or disclose the Confidential Information, directly or indirectly, to any third parties, without the prior written consent of the Disclosing Party.

6.3. The obligations set forth in this Section 6 shall not apply to any information which: (a) is now or hereafter becomes in the public domain other than by breach of this Agreement, (b) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party, (c) is received by the Receiving Party from a third party not breaching its confidentiality obligations towards the Disclosing Party, or (d) is independently developed by the Receiving Party without any reliance on the Disclosing Party's Confidential Information. In addition, each Party may disclose Confidential Information, including the terms and conditions of this Agreement, to the extent necessary as required by any court or other governmental body or as otherwise required by law, provided, that such Party provides prompt notice to the other Party and takes reasonable action to ensure the protection or confidential treatment of such Confidential Information and cooperates with the Disclosing Party's attempts to protect the same.

6.4. Upon the Disclosing Party's request, the Receiving Party shall promptly return and/or destroy all copies of the Disclosing Party's Confidential Information in its possession and/or control.

6.5. Each of the Parties' Confidentiality obligations contained in this 6 shall survive termination of this Agreement, and for a period of three (3) years post termination date.

7. Representations and Warranties of the Parties

7.1. Each Party represents and warrants to the other Party as follows:

- 7.1.1. It is duly incorporated, organized and validly existing under the laws of its jurisdiction of incorporation;
- 7.1.2. It has good and sufficient capacity, power, authority and right to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein;
- 7.1.3. All necessary corporate actions have been taken by it to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby, and the observance and performance of the covenants and obligations contained herein;
- 7.1.4. It shall notify the other Party immediately upon becoming aware there are circumstances which may prejudice the relationship between the Parties; and
- 7.1.5. It is not a party to any agreement that precludes it from entering into this Agreement.
- 7.1.6. Company warrants to the Operator that Software shall in all material aspects perform in accordance with the Documentation.
- 7.1.7. Company warrants to the Operator 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.
- 7.1.8. Company warrants to the Operator that at the moment of integration Software shall be free from any generally known bugs or viruses that can materially affect its functionality.

8. Ownership Rights.

- 8.1. As between the Parties, all right, title and interest in and to the Software and Documentation, Games and Company IP are owned by the Company.
- 8.2. 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. Indemnification; Limitation of Liability; Warranties.

- 9.1 The Parties agree to indemnify and hold harmless, and agree to defend, each other against any third-party claim or action (from a private or governmental entity) brought against them and/or any of their

parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, agents, attorneys, assigns or independent contractors (all of the foregoing, together: "Indemnitees"), from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including legal fees and costs) arising out of or in connection with any breach of any warranty, representation, covenant, obligation or agreement made by the breaching Party herein.

9.2 SUBJECT TO THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANOTHER PARTY AND/OR ITS INDEMNITEES FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, FORESEEABLE OR UNFORESEEABLE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE.

9.3 EACH PARTY'S CUMULATIVE TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF COMPANY REVENUE SHARE ACTUALLY PAID TO COMPANY DURING THE SIX (6) MONTHS PERIOD PRIOR TO THE CAUSE OF ACTION.

9.4 THE GAMES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, EFFECTIVENESS, COMPLETENESS, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Term and Termination.

10.1. Subject to the provisions for earlier termination set forth hereunder, this Agreement shall be in effect for an initial period commencing on the Effective Date and expiring **twenty-four (24) months** thereafter ("**Initial Term**"). Unless the parties have resolved otherwise in writing, the Agreement shall automatically be extended for additional periods of **twelve (12) months each** ("**Renewal Term**", and together with the Initial Term, the "**Term**"), under the same terms, unless either Party provides the other Party with written notice of termination at least thirty (30) calendar days prior to the expiry of the Initial Term or any Renewal Term then in effect.

10.2. The Company may, at its sole discretion, terminate this Agreement with immediate effect if it reasonably believes that any changes, circumstances, developments, events and/or occurrences have had, or are reasonably likely to have, a materially adverse effect on its business, financial condition and/or operating results, in the period since the signing of this Agreement. Company however undertakes to, prior to initiating such termination, first engage with Operator and attempt in good faith to resolve and/or regain, where and if possible, commercial viability.

10.3. Either Party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other Party.

10.4. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party, if the other Party:

10.4.1. 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);

- 10.4.2. ceases, or threatens to cease, to carry on the whole or a substantial part of its business;
 - 10.4.3. becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation;
 - 10.4.4. 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 14 days of presentation); and
 - 10.4.5. has an administrator, an administrative receiver or trustee appointed over all or any of its assets.
- 10.5. Upon the expiry of the Term or termination of this Agreement for any or no reason: (a) Operator shall immediately and automatically cease to use the Games and have no further right to exercise any of the rights granted to Operator under this Agreement; and (b) Operator shall, upon receipt of Company's request to do so, return to the Company or delete, all copies thereof in its possession or control, and provide the Company with a certificate signed by the chief executive officer of Operator attesting the foregoing.
- 10.6. Each Party may, in its sole and absolute discretion, suspend or remove some or all of the Games and/or the integration from the platform at any time: (i) in the event suspension is required by a Competent Authority; or (ii) in order to comply with Applicable Law, until such time compliance is achieved or otherwise resolved. For removal of doubt, suspension or removal of Games and/or the integration according to this clause shall not be considered as a material breach of this Agreement.
- 10.7. The expiry or termination of this Agreement for any reason shall not affect:
- 10.7.1. any rights, obligations or liabilities accrued before the date of termination or expiry; or
 - 10.7.2. any rights, obligations or liabilities specifically stated herein to continue in force after and despite expiry or termination.
- 10.8. Notwithstanding the above, the Company shall be entitled to terminate this Agreement at any time, if instructed to do so by the Company's licensing authority or if Operator's licenses, permits or authorizations are cancelled, breached, deemed as void, or if any other requirement by a regulatory authority or with regard to Operator's obligations under this Agreement is not met. Should any of the above occur, Operator shall notify the Company immediately upon the occurrence of such.
- 10.9. Termination in accordance with this Section 10 shall not require any compensation or damages to be paid by the terminating Party to the other Party.
- 10.10. Termination of this Agreement shall not affect any accrued rights or liabilities of either Party hereto.
- 10.11. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose. Without derogating from the generality of the foregoing, Clauses 3.4, 3.5, 5 to 14 hereof shall survive termination of this Agreement

11. Publicity.

- 11.1. Neither Party nor its Affiliates, employees, agents and consultants, shall issue any press releases, articles, brochures, advertisements, prepared speeches or other public announcements related to this Agreement without the prior written consent of the other Party, which prior written consent shall not be unreasonably withheld.

12. Key Contact Person, Dispute Resolution and Arbitration.

- 12.1. Each Party shall forthwith after the Effective Date provide the other with the name and contact details of a key contact person to manage the day-to-day relationship between the Parties ("Key Contact Person"). If such Key Contact Person changes during the Term, the Party replacing its Key Contact Person shall forthwith notify the other Party of such fact and furnish the name and contact details for such replacement Key Contact Person to the other Party.
- 12.2. Prior to the initiation of formal arbitration procedures, the Parties shall, within 1 (one) week after any dispute arises, first attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly and informally by reference to the Key Contact Persons, who shall have the authority of the Party he/she represents to settle the dispute. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business.
- 12.3. Should the Key Contact Persons be unable to resolve any dispute arising from this Agreement by means of joint co-operation or discussion within 1 (one) week after a dispute arises or such extended time period as the Key Contact Persons agree in writing, the dispute will be submitted to the most senior executives of the Parties who will try to resolve this dispute, within 5 (five) calendar days.
- 12.4. A dispute between the Parties relating to any matter arising out of this Agreement (which the Parties have been unable to resolve in terms of Clauses 12.2 and 12.3 above) may be referred by any of the Parties (on Notice to the other Party) to and finally resolved by binding arbitration by the London Court of International Arbitration ("LCIA"). The arbitration shall be conducted in accordance with the rules of the LCIA ("LCIA Rules"), which LCIA Rules are deemed to be incorporated by reference into this clause.
- 12.5. The number of arbitrators shall be one (1), appointed by the LCIA.
- 12.6. Arbitration proceedings shall be held in **London, England** in the **English language**, and will be held in a summary manner. It will not be necessary to use: (i) the usual formalities of procedure; (ii) the strict rules of evidence; and (iii) it will be held immediately with a view to it being completed within 60 (sixty) calendar days after it is demanded.
- 12.7. The arbitrator for the arbitration proceedings will:
- 12.7.1. if the matter in issue is primarily an **accounting matter**, be an independent auditor with at least 10 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Institute of Chartered Accountants in England and Wales; or
- 12.7.2. if the matter in issue is primarily a **technical matter**, be a suitably qualified person agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the General Council of the Bar for England; or
- 12.7.3. any **other matter**, be a practising barrister or solicitor, admitted in accordance with the

legislation of the law governing the Agreement, with at least 10 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the General Council of the Bar for England.

12.8. The Parties irrevocably agree that the decision in arbitration proceedings:

- 12.8.1. shall be final and binding upon the Parties;
- 12.8.2. shall be carried into effect; and
- 12.8.3. may be made an order of any court of competent jurisdiction.

12.9. The Parties agree that it is an express obligation to keep the arbitration and all materials generated for the purpose of the arbitration confidential.

12.10. The decision of the arbitrator will be final and binding on the Parties, who will carry out that decision as soon as possible and either of the Parties will be entitled to have the decision made an order of any court with competent jurisdiction.

12.11. For the purposes of Clauses 12.4 to 12.10 above, and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties submits itself to the exclusive jurisdiction of the Law Courts of England and Wales.

12.12. This Clause 12 will be severable from the rest of this Agreement and will remain effective between the Parties post-termination of this Agreement.

12.13. Nothing contained in this Clause 12 shall preclude an aggrieved Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

13. Non-Solicitation of Staff Member(s).

13.1. Each Party hereby undertakes to and in favour of the other that:

13.1.1. neither of the Parties, including their affiliated companies, agents, employees, suppliers, customers, consultants, successors in interest or assigns, will, directly or indirectly, at any stage after the commencement of this Agreement, and for a period of **12 (twelve) months** after this Agreement has terminated, make any offers of employment to any staff member, who is or has been employed by the other and has been involved in the execution and performance of this Agreement;

13.1.2. the aforementioned restraint will not be applicable in the event where there is prior knowledge and prior written consent from the other Party to make an offer; and

13.1.3. for the purpose of this clause "*staff member*" includes, but is not limited to, permanent employees, part-time employees and independent contractors.

13.2. In the event of solicitation by a Party, whether direct and/or indirect, the other Party shall be entitled to legal monetary compensation equal to the reasonable amount that it would have realized had said solicitation not taken place, plus any and all expenses, including any and all legal fees on an attorney own client scale incurred in lieu of recovery of such compensation.

14. Data Processing Policy.

14.1. The Company's *Data Processing Policy* shall have the meaning as is set out in Schedule F attached hereto.

15. Notices.

15.1. The Parties elect the following addresses at which all Notices (legal or otherwise) and other communications must be delivered for the purposes of this Agreement:

15.2. **Company at:**
physical address: 41B Montagu Rd, London, NW4 3ER
telephone number: +44 2082029594 / +44 7939270154
facsimile number:
email address: ryan@revolvergaming.com
marked for the attention of: Mr Ryan Lazarus

15.3. **Operator at:**
physical address: Kaya Richard J. Beaujon z/n, P.O. Box 6248, Curacao
telephone number: +59997331839
facsimile number:
email address: dir@playfortuna.com, info@g-force-corporate-services.com
marked for the attention of: Mrs. Gouloud Mercedes Hammoud

15.4. or at such other address within the **United Kingdom and Curacao**, and not being a post office box or *poste restante*, of which the Party concerned may notify the other in writing at least 5 (five) business days before the change will take effect.

15.5. Any notice given in terms of this Agreement shall be in writing and shall –

- a) if delivered by **hand**, be deemed to have been duly received by the addressee on the date of delivery;
- b) if delivered by **prepaid courier service**, be deemed to have been duly received by the addressee on the 1st (first) business day following the date of such delivery by the courier service concerned; and
- c) if transmitted by **email** (with read receipt applied), be deemed to have been received by the addressee 1 (one) business day after dispatch.

16. General.

16.1. Each Party warrants to the other Party that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

16.2. Any consent or approval required to be given by any Party in terms of this Agreement shall, unless specifically otherwise stated, not be unreasonably withheld.

16.3. This Agreement, together with any exhibit or schedule attached thereto, constitutes the entire agreement between the Parties to the subject matter hereof, and supersedes all prior agreements, undertakings, negotiations and discussion between the Parties, whether oral or written, in respect to the subject matter of this Agreement, unless otherwise specifically expressed in this Agreement. No Modification or other amendment to this Agreement shall be valid unless reduced to writing and signed by duly authorized representatives of both Parties.

- 16.4. Any change in the composition of the Company shall not determine or affect the obligations of the Parties hereunder, which shall continue (unless otherwise determined as herein provided) so long as the Company, however constituted, continues its business.
- 16.5. Either Party shall perform its obligations under this Agreement as independent contractor. Nothing in this Agreement shall be construed to place the Parties in relationship of principals and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other in any manner whatsoever.
- 16.6. No waiver, forbearance, indulgence or consent by either Party to deviate from the provisions of this Agreement shall operate as a waiver of any subsequent right and no analogy shall be made from any such waiver, forbearance, indulgence or consent to any subsequent event.
- 16.7. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by each of the Parties, their respective permitted successors, and permitted assigns. Neither Party may transfer, assign and/or encumber its rights and/or obligations under this Agreement, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each of the Company and/or the Operator shall have the right to transfer, assign and/or encumber its rights and/or undertakings under this Agreement, in whole or in part to its Affiliate without the other party's consent, so long as such assignee assumes in full the responsibilities and obligations stipulated herein with respect to the assigning party.
- 16.8. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement. If any portion of this Agreement shall have been so determined to be or become invalid or unenforceable, the parties shall negotiate in good faith such changes to this Agreement as shall best preserve the intent of the Parties.
- 16.9. Governing Law and Jurisdiction:**
- 16.9.1. This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to the principles thereof relating to conflict of laws.
- 16.9.2. Without derogating from the provisions of Clause 12 above, in any dispute arising from or in connection with this Agreement, the Parties hereby consent and submit to the exclusive jurisdiction of the Law Courts of England and Wales, and waive any objection which it/they may have now or in the future to the Law Courts of England and Wales being nominated for the purpose of this Clause 16.9 on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.10. Each Party shall be solely liable for any tax, charge or levy imposed on such Party by any relevant authority.
- 16.11. Force Majeure:**
- 16.11.1. The term "Force Majeure" in respect of a Party refers to exceptional events which prevent or hinder the performance of an obligation and means an event beyond the reasonable control of that Party without the fault or negligence of that Party.
- 16.11.2. The Parties shall not be held liable for the failure to fulfill their obligations, when such failure is

caused by events outside their control ("Force Majeure events"), including, without limitation, supernatural events, wars, revolts, sabotage, terrorism, embargo, fire, floods, accidents, earthquakes, pandemics, epidemics, strikes or other labor-related problems, as well as interruption or delay in the transmission of telecommunication services, actions undertaken by its providers or producers, incapacity of obtaining the required materials, deliveries of electrical power required for the provision of the services, sanctions, acts of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.

16.11.3. Fulfillment of the obligations is postponed until the end of such events and their consequences.

16.11.4. If they last for more than 30 (thirty) days, either Party shall be entitled to, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, terminate the Agreement on written notice to the other Party, without liability.

16.12. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

16.13. Any termination of this Agreement shall be without prejudice to the rights of either Party against the others in respect of anything owing, done or omitted hereunder prior to such termination, excluding in cases in which this Agreement was terminated due to material breach.

16.14. This agreement may be executed in counterparts, including counterparts delivered in a PDF format via electronic means. Each counterpart shall constitute an original document and the counterparts, taken together, shall constitute one and the same instrument.

*[Remainder of Page intentionally left blank;
Signature Page of Software License & Game Provider Agreement to follow]*



[Signature Page of Software License & Game Provider Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date first written above.



Company

By: Lazinco Technologies Ltd.

Name: Ryan Lazarus

Title: Director



Operator – Globonet B.V.

By: Global Related Services B.V.

Name: Gouloud Hammoud

Title: Director

Date: October 29, 2020

Schedule A

Games

All Games offered by the Company and accepted by the Operator during the Term of this Agreement.

Schedule B

Fees / Commercial Terms

The Operator shall pay the Company a Net Gaming Revenue-based tiered Royalty as consideration for its services under this Agreement.

1.1 Net Gaming Revenue

Net Gaming Revenue ("NGR") shall be defined as follows:

+	Bet amount
-	Winning
=	Gross Gaming Revenue
-	Bonus costs*
=	Net Gaming Revenue

Where:

1. "Bet amount" is defined as the aggregate of all bets/stakes made by players in the online games during a particular Month.
2. "Win amount" is the amount won by players in the online games during a particular Month.
3. "Bonus cost" is a flat rate of 10% of Gross Gaming Revenue during a particular Month.

*Operator must justify bonus spend to the Company by providing a report with:

a. The amount of bonuses (after wagering) for each type of bonus that relates specifically to the Company's Games. For example:

- Cashback - Weekly cashback is 7% from GGR
- Points (Each 1000 EUR bets in the game gives a user the number of points equal to 1 EUR)

b. All other expenses common for all suppliers (deposit bonuses, birthday bonuses, and others)

c. Tournaments and other competitions.

1.2 Royalty tiers

The Royalty payable to the Company shall be calculated by observing the following tiers ("Tier(s)"). The entry of any new Tier into force in any one month, shall affect all previous Tiers with the new rate of the entered Tier for that monthly.

Monthly NGR	Monthly Fee of NGR
between EUR 0 – EUR 250,000.00	8%
exceeding EUR 250,000.00	7%

1.3 No carryover

If monthly NGR falls below 0 (zero), the negative NGR result shall NOT be carried forward to the following month and the NGR used for the basis of the calculation for such month shall be set to zero, where zero is the minimum fee agreed upon with the Operator.

Fees may be reviewed on an annual basis and updated by mutual agreement between the Company and Operator. Each update will be formalised in a separate Schedule B document, signed and dated by each Party.



Schedule C

"Territory" or "Territories"

All rights granted under this agreement are subject to the Operator holding a valid or relevant license enabling operating in each stated Territory and fulfilling all other requirements of this Agreement. In particular, and without derogating from the generality of the foregoing, if any of the Territories is the United Kingdom, the Operator must hold a valid license from the UKGC.

The Company reserves the right to instruct the Operator on notice to cease offering the Games for any particular Territory at any time and within such time period as may be instructed to do so by the Company's licensing authority.

Restricted Territories:

Afghanistan	Philippines
Albania	Poland
Algeria	Portugal
Angola	Puerto Ricco
Australia	Romania
Belgium	Saudi Arabia
Bulgaria	Singapore
Czech Republic	South Korea
Colombia	Spain
Denmark	United States of America
Ecuador	Vatican City
France and its territories	
Guyana	
Hong Kong	
Iran	
Iraq	
Israel	
Italy	
Lithuania	
Netherlands	
North Korea	

Schedule D

Websites

Playfortuna.com and its mirrors
Booi.com and its mirrors

This Operators list may be updated at any time by mutual agreement between the Company and Operator. Each update will be formalised in a separate Schedule D document, signed and dated by each party.



Schedule E

Service Level Agreement

This Service Level Agreement ("SLA") forms part of this Agreement and describes the service levels of the services which will be hosted, delivered and maintained by the Company as per the terms of the Agreement.

Terms and Definitions

"End-User" or "Player" shall mean a registered user on sub-licensees' Website/s;

"Remote Management System (RMS)" means the facilities whereby sub-licensee can obtain access to monitor its End-Users' activity for the purpose of customer service, management and reconciliation;

"Defect Correction" means either a bug fix, work-around, patch, or other modification or addition that brings the Software into conformity with the Software standards and specifications;

"High Priority Defect" means a defect that renders Software inoperative or causes a complete failure of the Software in such a way that it is completely unavailable for the End-Users. For example: End-Users cannot access the online gaming System or any substantial parts thereof which are crucial for its operation, such as the Games;

"Medium Priority Defect" means a defect that substantially degrades the operation, function or performance of Software. For example: the RMS, progressive jackpot or login for new End-User is completely inoperative;

"Low Priority Defect" means a Defect that causes only a minor impact on the End-User's use of Software and which is not a High Priority Defect or a Medium Priority Defect. For example: minor design flaws, spelling mistakes.

"Notification" means notification by either party of a Defect via telephone and/or email to the nominated contact/s for each party. Nominated contacts shall be as follows:

Details	Company	Operator
Name	Shako Kakauridze	
Role	CTO	
Contact Number	O/H +447939270154 A/H +13478380506	
Email Address	shako@revolvergaming.com	dir@playfortuna.com info@g-force-corporate-services.com
Contact Hours	24/7	

Support Services

The Software enables End-Users to play the Games online and the Licensee to monitor the online gaming activity of End-Users.

The Licensor's technical support personnel shall be available to the Licensee to answer technical questions in relation to the Software via telephone or email on a 24 hour per day, 7 day per week basis;

Service Levels

Licensor shall use its best endeavours to correct any Defect reported by Licensee in accordance with the applicable priority levels below, within the requested timeframe below:

High Priority Defect	Acknowledgement of Defect and request for details: Immediate. When Notification is done via telephone, it is deemed to be automatically acknowledged. When Notification is done via e-mail, acknowledgement will be via telephone and will occur at the time the e-mail is received on Licensor's email servers. Initial analysis and production of action plan: Target time 3 hours from Acknowledgement of Notification. Defect source identification: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is feasible and appropriate: Target time 4 hours from Acknowledgement of Notification. Efforts are continuous until complete. If a workaround solution is not available or appropriate: Target time 6 hours from Acknowledgement of Notification to provision of a workaround solution. Initially, Licensor shall implement a workaround fix. Licensor will provide permanent fixes for High Priority Defects in the next planned maintenance release after the workaround fix has been implemented.
Medium Priority Defect	Acknowledgement of Notification and request for Defect details: Target time 6 hours from Notification. Initial analysis and production of action plan: Target time 24 hours from Acknowledgement of Notification. Defect source identification: Target time 60 hours from Acknowledgement of Notification. Initially, Licensor will implement a workaround fix. Licensor will provide permanent fixes for Medium Priority Defects in the next planned maintenance release after the workaround fix.
Low Priority Defect	Licensor shall provide a Defect correction in the next Upgrade.

Availability

The Availability of the Games shall be no less than 99% during each calendar week (commencing on Monday at 00:01 GMT); where the Games shall be considered as unavailable during any Critical or Medium Level Defect.

Any maintenance (planned or unplanned), where the Games are unavailable, shall be calculated as part of the 1% downtime referred above.

Without derogating from the other provisions of this Section, Licensor will use its best endeavors to ensure that the planned maintenance periods shall occur at times when there are likely to be fewest Players accessing the Games. In addition, any planned maintenance shall be informed in writing by Licensor to Licensee at least 60 hours in advance.

Schedule F

Data Processing Policy

THIS DATA PROCESSING ADDENDUM (the "**Addendum**") is entered into on the Effective Date (as defined below) and made between:

- (1) **Globonet B.V.**, Company Reg. No. 146296, having its registered office at Kaya Richard J. Beaujon z/n, Curacao (hereinafter referred to as the "**Operator**" or "**Controller**"); and
- (2) **Lazineco Technologies Ltd.**, Company Reg. No. 07289341, having its registered office at 41B montagu Rd, London, NW4 3ER (hereinafter referred to as the "**Company**" or the "**Processor**").

the companies mentioned above are separately referred to as a "**Party**" and jointly as the "**Parties**".

1 PURPOSE

- 1.1 The Parties have on 29 October 2020 entered into a Software license and distribution Agreement (the "**Main Agreement**").
- 1.2 In providing the Operator with the services, certain Operator Personal Data (as defined below) is processed by Processor on behalf of the Operator. Based on the Applicable Data Protection Laws (as defined below), a written agreement is necessary between the Parties in order to safeguard the secure and lawful processing of such Operator Personal Data.
- 1.3 The Parties now wish to amend and supplement the Main Agreement in accordance with the terms and conditions set out hereto. This Addendum intends to regulate the rights and responsibilities of the Operator and Processor in accordance with the Applicable Data Protection Laws (as defined below).

2 DEFINITIONS AND INTERPRETATION

- 2.1 For the purposes of this Addendum, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below. Capitalized terms not defined in this Addendum shall have the meaning given to them in the Main Agreement, unless expressly stated otherwise.

"**Data Protection Laws**" shall mean the Data EU Protection Laws and any other applicable law (to extent applicable, data protection of privacy laws of any other country) with respect to any Operator Personal Data in respect of which the Operator or any other company belonging to the same corporate group with the Operator is subject to. This includes but is not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC with national implementations as applicable (also, referred to hereinafter as the "**GDPR**").

"**Effective Date**" shall mean the date as of the last signature affixed hereto.

"**Operator Personal Data**" shall mean any Personal Data processed by Company as the Processor (or its Sub Processors) on behalf of the Operator or any other company belonging to the same corporate group with the Operator.

"**Processor**" shall mean Company or Processor Group Company (as defined below) that processes Operator Personal Data on behalf of the Operator or any other company belonging to the same corporate group with the Operator.

"**Processor Group Company**" shall mean any entity that owns or controls, is owned or controlled by, or is under control or ownership with the Processor.

"**Sub Processor**" shall mean any person appointed by or on behalf of the Processor to process Operator Personal Data on behalf of the Operator or any other company belonging to the same corporate group with the Operator.

- 2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority", "Transfer" shall have the same meaning as in the GDPR.

3 PROCESSING OF PERSONAL DATA

- 3.1 The Processor and each Processor Group Company shall comply with all Data Protection Laws in the processing of Operator Personal Data.
- 3.2 The Processor and each Processor Group Company, shall process Operator Personal Data exclusively for the purpose of carrying out its obligations under the Main Agreement and in accordance with this Addendum, and in accordance with the written instructions given by the Operator if any, unless otherwise required by any Applicable Data Protection Laws to which the Processor is subject.
- 3.3 In the event that processing of Operator Personal Data is required by any Applicable Data Protection Laws to which the Processor is subject, the Processor shall notify the a Operator before carrying out any processing of that Personal Data. Further, in the event that the Processor receives instructions relating to the Processing of Operator Personal Data that it deems beyond or contrary to (i) this Addendum, or (ii) the Any Applicable Data Protection Laws to which the Processor is subject, the Processor shall without delay notify the Operator and await further instructions before complying with such instructions.
- 3.4 The Operator may instruct the Processor and each Processor Group Company and authorizes the Processor and each Processor Group Company to instruct each Sub Processor to (i) Process Operator Personal Data and (ii) transfer Operator Personal Data to any country of territory in accordance with the Applicable Data Protection Laws, in each case as reasonably necessary for the provision of the Services in consistency with this Addendum and the Service Agreement.
- 3.5 Annex 1 contains certain information regarding Processing of Operator Personal Data as required by Article 28(3) of the GDPR.

4 SUBPROCESSING OF PERSONAL DATA

- 4.1 The Operator authorises the Processor to appoint Sub Processors in accordance with this Clause 4 and any restrictions in the Main Agreement.
- 4.2 The Processor may continue to use those Sub Processors already engaged by the Processor as at the date of this Addendum. By entering into force this Addendum the Processor shall supply the Operator with a list of such already engaged Sub Processors.
- 4.3 The Processor can at any appoint a new Sub Processor provided that the Operator is given fifteen (15) days' prior written notice and the Operator does not legitimately object to such appointment within that timeframe. If, in the Processor's opinion such objections are legitimate, the Processor shall refrain from using such Sub Processor in the context of processing Operator Personal Data.
- 4.4 With respect to each Sub Processor, the Processor shall:
- (a) before the Sub Processor first processes Operator Personal Data, carry out adequate due diligence to ensure that the Sub Processor is capable of providing the same level of protection for Operator Personal Data as required by this Addendum and meet the requirements of all Data Protection Laws;
 - (b) ensure that the arrangement between the Processor or any of the Processor Group Company and/or the Sub Processor is governed by a written contract including terms which offer at least the same level of protection for Operator Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR;
 - (c) upon the Operator's request, provide copies of the Processor's agreements with Sub Processors (which may be redacted to remove confidential information not relevant to the requirements of this Addendum);
- 4.5 The Processor and each Processor Group Company, shall ensure that each Sub Processor performs the obligations which apply to processing of Operator Personal Data, as they apply to processing of

Operator Personal Data carried out by that Sub Processor, as if it were party to this Addendum and the Main Agreement in place of the Processor.

5 PERSONNEL

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub Processor who may have access to the Operator Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Operator Personal Data, as strictly necessary for the purposes of the Main Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Processor and Sub Processors, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6 SECURITY

Considering the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor and each Processor Group Company, shall in relation to the Operator Personal Data implement technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

7 DATA SUBJECT RIGHTS

7.1 Taking into account the nature of the processing, the Processor and each Processor Group Company, shall assist the Operator by implementing appropriate technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Operator's obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 The Processor shall:

- (a) promptly notify the Operator if the Processor or any Sub Processor receives a request from a Data Subject under any Applicable Data Protection Laws in respect of the Operator Personal Data; and
- (b) ensure that the Processor and/or any or its Sub Processor does not respond to that request except as required by Data Protection Laws to which the Processor or Sub Processor is subject, in which case the Processor shall to the extent permitted by Data Protection Laws inform the Operator of that legal requirement before the Processor or Sub Processor responds to the request.

8 PERSONAL DATA BREACH

8.1 The Processor shall notify the Operator immediately and without any delay upon the Processor or any Sub Processor becoming aware of a Personal Data Breach affecting the Operator Personal Data, providing the Operator with sufficient information to allow the Operator to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 The Processor shall co-operate with the Operator and take all such reasonable commercial steps as are directed by the Operator to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9 DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

The Processor and each Processor Group Company shall provide reasonable assistance to the Operator with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Operator considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws, in each case solely in

relation to processing of Operator Personal Data by the Processor or its Sub Processor.

10 TERM AND TERMINATION

- 10.1 This Addendum shall enter into force concurrently with the Main Agreement and shall thereafter remain in force as long as the Main Agreement remains in force. It shall expire automatically without notice when the Main Agreement expires regardless of the reason of termination or expiration (the "Expiry Date").
- 10.2 Clauses 11.1, 11.2, 11.5, 16.1 and 16.2 shall survive and remain in full force and effect regardless of any termination or expiry of this Addendum.

11 DELETION OR RETURN OF OPERATOR PERSONAL DATA

- 11.1 Subject to Clauses 11.2 and 11.3, the Processor and each Processor Group Company, shall, upon written request from the Operator, promptly delete and procure the deletion of all copies of the Operator Personal Data.
- 11.2 Subject to Clause 11.3, the Operator may in its absolute discretion by written notice to the Processor within 60 (sixty) days of the Expiry Date require the Processor and each Processor Group Company to:
- (a) return a complete copy of all the Operator Personal Data to the Operator by secure file transfer in such format as is reasonably notified by the Operator to the Processor; and
 - (b) delete and procure the deletion of all other copies of the Operator Personal Data processed by the Processor or any of its Sub Processor. The Processor shall comply with any such written request within 30 (thirty) days of the Expiry Date.
- 11.3 Notwithstanding Clauses 11.2 and 11.3, the Processor and Sub Processor may retain Operator Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that the Processor and its Sub Processor shall ensure the confidentiality of all such Operator Personal Data and shall ensure that such Operator Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Data Protection Laws or any licensing and/or regulatory requirements in relation to the Services requiring its storage or further processing after the Expiry Date.
- 11.4 For the purposes of clarification, only statistical data, which has been anonymized and no longer constitute Operator Personal Data may be retained and used freely by the Processor perpetually.
- 11.5 The Processor shall upon written request provide written certification to the Operator that it has fully complied with this Clause 11.

12 AUDIT RIGHTS

- 12.1 The Processor and each Processor Group Company shall keep, or cause to be kept the necessary information to demonstrate its compliance with its obligations under this Addendum, including but not limited to full and accurate records relating to the Processing of Operator Personal Data.
- 12.2 Upon reasonable request from the Operator, the Processor and each Processor Group Company shall make available to the Operator and its auditors or agents all relevant information or records kept by the Processor and each Processor Group Company pursuant to this Clause 12.
- 12.3 Information and audit rights of the Operator only arise under Clause 12.1 to the extent that the Main Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

13 DATA TRANSFERS

- 13.1 The Operator may by 30 (thirty) calendar days' written notice to the Processor propose variations to this Addendum which the Operator reasonably considers to be necessary to address the requirements of any Data Protection Laws. The Processor acknowledges that Data Protection Laws may require additional measures to be taken to secure transfers of Operator Personal Data outside the country or region they

originate from. In such a case, the Processor shall assist the Operator in implementing these additional measures and, for instance, enter into separate agreements, where and as mandated under Data Protection Laws. Without limiting the generality of foregoing, the Processor and each Processor Group Company, and Sub Processor shall refrain from transferring any Personal Data subject to Data Protection Laws to outside the European Union or a country deemed adequate by the European Commission, without relying on a transfer mechanism in accordance with the legislation of the European Union.

14 CHANGES IN DATA PROTECTION LAWS

- 14.1 The Operator may by 30 (thirty) calendar days' written notice to the Processor propose variations to this Addendum which the Operator reasonably considers to be necessary to address the requirements of any Data Protection Laws.
- 14.2 If the Operator gives notice under Clause 14.1, the Processor shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by the Operator.
- 14.3 If the Operator gives a notice under Clause 14.1, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those variations.

15 LIABILITY AND INDEMNIFICATION

- 15.1 The Parties' liability for damages as a result of this Addendum is, unless expressly stated in this Addendum, subject to the same limitations of liability as set forth in the Main Agreement, which shall apply equally to this Addendum. In case of multiple claims for damages under this and the Main Agreement, such liability shall be cumulative in relation to the maximum liability between this Addendum and the Main Agreement.
- 15.2 Notwithstanding any limitation of liability agreed between the Parties pursuant to the Main Agreement, a Party (the "**Defaulting Party**") shall indemnify the other Party (the "**Non-Defaulting Party**") against all damages and fines that are awarded in a trial or imposed by the Supervisory Authority by way of final decision or settlement (and any reasonable attorney's fees incurred by the Non-Defaulting Party in respect of such decision or settlement), against the Non-Defaulting Party, arising directly out of the Defaulting Party's breach of its obligations pursuant to this Addendum or a breach of warranty contained here.
- 15.3 Liability under this indemnity is conditional on the Non-Defaulting Party having complied with its obligations and warranties under this Addendum including, but not limited, to those obligations arising pursuant to Clause 15.4.
- 15.4 If any third party makes a claim, or notifies an intention to make a claim or start an investigation, against the Non-Defaulting Party which may reasonably be considered likely to give rise to a liability under the indemnity contained in Clause 15.2, against the Defaulting Party (the "**Claim**"), the Non-Defaulting Party shall:
 - (a) notify the Defaulting Party in writing within ten (10) days of receipt by the Non-Defaulting Party of any documentation relating to the Claim, specifying the nature of the Claim and such relief or penalty as is sought therein
 - (b) cooperate with the Defaulting Party in all reasonable respects in connection with the defence or investigation of the Claim;
 - (c) not make any admission of liability, agreement or compromise in relation to the Claim without the prior consent of the Defaulting Party (such consent not to be unreasonably withheld or delayed), provided that the Non-Defaulting Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Defaulting Party, but without obtaining the Defaulting Party's consent) if the Non-Defaulting Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect
 - (d) permit the Defaulting Party to, upon written thereof to the Non-Defaulting Party, undertake to conduct all proceedings or negotiations in connection with the Claim, assume the defence

thereof, and, if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such claim, including the employment of counsel at the Defaulting Party's.

15.5 Notwithstanding this Clause 15, the Defaulting Party shall have no liability under Clause 15.2 to the extent that a Claim has arisen due to any act or omission not attributable to the Defaulting Party.

15.6 Nothing in this Clause 15 shall restrict or limit the Non-Defaulting Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity contained in Clause 15.2.

15.7 In no event shall either Party, any company belonging to the same corporate group with either Party or any of either Party's directors, officers, employees, agents or consultants be liable for any indirect or consequential loss or loss of profit, or damages, whether or not the party concerned has been advised of the possibility of such damages, or for any loss of opportunity, goodwill, or anticipated earnings, in each case arising out of or in any way in connection with this Addendum.

16 NO WAIVER

The failure of either Party hereto to insist upon the strict adherence to any term of this Addendum on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this Addendum at some other time.

17 ORDER OF PRECEDENCE

With regard to the subject matter of this Addendum in the event of inconsistencies between the provisions of this Addendum and any other agreement between the Parties, including the Main Agreement (except where explicitly agreed otherwise in writing and signed on behalf of the Parties, the provisions of this Addendum shall prevail.

18 COSTS

Each Party is responsible for its own costs in relation to the preparation and performance of this Addendum, including but not limited to fees and costs for its own representatives, advisors, brokers and other intermediaries and authorities.

19 SEVERABILITY

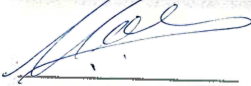
If any provision in whole or in part of this Addendum shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.

20 DISPUTES AND GOVERNING LAW

The Parties to this Addendum hereby submit to the choice of law and jurisdiction stipulated in the Main Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity.

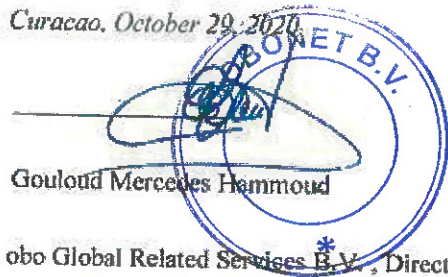
SIGNATURES

London, UK, 25 October 2020



Ryan Lazarus, CEO

Curacao, October 29, 2020



Gouloud Mercedes Hammoud

obo Global Related Services B.V., Director

obo Globonet B.V.

ANNEX 1: DETAILS OF PROCESSING OF OPERATOR PERSONAL DATA

This *Annex 1* and the table below contain certain details of the processing of Operator Personal Data as required by Article 28(3) of the GDPR.

A. Subject matter and duration of the processing of Operator Personal Data and the obligations and rights of the Operator:

- *Processor is saving player unique hashed or numeric identifier and country which is returned by operator, via integration API. These details are saved in the system without retention unless we are requested to delete player account by the operator on behalf of the player.*

B. The nature and purpose of Processing and/or Transferring Operator Personal Data:

NATURE	PURPOSE
Game functionality and transaction processing	To be able to provide games to operator and be able to execute transactions we should have Player IDs to send requests to the wallet.

C. The categories of Data Subject to whom the Operator Personal Data relates:

- *Players*

D. The categories of Data Subject to whom the Operator Personal Data relates:

Player Id, Country, IP (optional), Username (optional)