

SOFTWARE LICENSE AGREEMENT 10022020/05

between:

MNG SOLUTIONS LIMITED and GLOBONET B.V.

concluded on 20.03.2020

This Software License Agreement is concluded between **MNG SOLUTIONS LIMITED**, Company number: C86202, address: Malta, BZN 1701, BALZAN, TRIQ IL-KANNIZZATA, TERRACES NO 1, THE PENTHOUSE SUITE, VAT number: MT25318616 (the "Licensor" or "Mascot Gaming") and **GLOBONET B.V.**, Company number: 146296, address: Kaya Richard J. Beaujon z/n, Curacao, Dutch Caribbean (the "Licensee"). Both Licensor and Licensee are hereinafter also referred to individually as a "Party" and collectively as the "Parties".

1. Subject

1.1. The Licensee maintains and operates own online project, platform, gaming website or else (the "Platform"), and integrates and uses the Licensor's Games branded as Mascot Gaming (the "Games") under the terms of this agreement.

1.2. The Licensee uses the Games in their Business Activity, namely, acts as a gaming operator, independently or with the assistance of their affiliates.

1.3. The Licensor is the owner of the "Games" and grants the Licensee the license for the Games to be used in the Licensee's Business Activity, under the terms and conditions established by this Agreement.

2. License

2.1. The Licensor hereby grants to the Licensee, who accepts a non-exclusive, non-assignable, and a non-transferable license to use the Games solely in Licensee's Business Activity by way of integrating the Games into the Licensee's Platform.

3. Integration

3.1. As soon as practicable after signing this Agreement the Licensee shall provide the Licensor with an API access to the Platform for games integration and shall also provide a reasonable assistance during the whole integration process of the Games. The Licensor shall follow the Licensee's instructions on integration process.

3.2. The Games shall be hosted by the Licensor or third parties authorised by the Licensor. The Licensee acknowledges that neither they nor any of their Players, shall at any time be permitted to have any access to the server systems that host the Games and the associated software and databases, wherever they may be.

4. Payments

4.1. The Licensee acknowledges that the License and their use of the Games is subjected to continuous payment of applicable Fees when those become due and observance of their other duties as specified in the Appendix A: "Fees".

By the Licensor



By the Licensee



| page 1

4.2. All sums due under this Agreement shall be paid in Euro, unless other currency is specified in the Appendix A: "Fees". If the Gaming Services are conducted in another currency, all such sums will be converted into, and paid in, Euro in accordance with the exchange rate published in open official resources, as shall be in effect on the date on which the funds are transferred.

4.3. The Licensor shall invoice the Licensee for the Fees at the intervals as specified in the Appendix A: "Fees". The Parties have agreed that the Licensor's back office data and/or Games' statistics shall be the exclusive and sufficient source of data to be used for Fees calculation.

4.4. Unless otherwise specified in the Appendix A: "Fees", payment is due within fourteen (14) days after the receipt (hereinafter – invoice payment period) by the Licensee of the Licensor's invoice therefor.

4.5. If the payment remains overdue for more than five (5) business days since the invoice payment period is over, the Licensor, without prejudice to their other rights or remedies, shall have the right to suspend the License and the Licensee's access to the Games, until such payment, together with applicable interest and administrative charge, is settled in full by the Licensee.

5. Development and Maintenance

5.1. The Licensor from time to time shall engage in a reasonable maintenance of the Games which will be determined at their sole and absolute discretion. The Licensee acknowledges that maintenance may not be scheduled according to specific requests or schedules of the Licensee. Provided that the Licensor shall use commercially reasonable efforts to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill, diligence and precautions are exercised to minimize and/or reduce and/or prevent the risks of unnecessary and/or prolonged downtime, and any error or malfunction of the Games.

5.2. The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures or other circumstances, the proper use of, and/or access to, the Games may be temporarily disrupted. The Licensee acknowledges and agrees that the Licensor and their members, shareholders, directors, officers, employees or representatives shall not be liable to Licensee in connection with temporary disruptions, which results from circumstances beyond the reasonable control of Licensor, for any kind of damages, including direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings.

The access to the Games shall be renewed by the Licensor in the nearest possible time using all the possible efforts and the skills and at no additional cost.

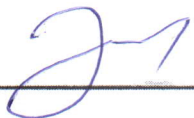
6. Advertising

6.1. The Licensee shall be solely responsible for, and shall bear all costs and expenses incurred in connection with, any action it shall take in relation to the advertising, marketing and promotion of their Platform or other aspect of their Business Activity. If such actions of the Licensee in any way feature, expose, advertise, disclose or mention the Licensor's Intellectual Property (including company name or Games), no such actions shall be taken by the Licensee without obtaining a prior written approval from the Licensor.

7. ID Verification and Fraud

7.1. It is understood and acknowledged by the Parties that the Licensee shall be solely responsible for the handling and administration of the Player Funds Accounts - bank account(s) as shall be designated by the Licensee from time to time for the purpose of holding all monies belonging to Players. The Licensee shall handle

By the Licensor



By the Licensee



| page 2

all payments to and from the Players directly, and shall perform age, ID and other required verification of the Players.

7.2. The Licensee shall maintain a strict fraud control to ensure that chargebacks and other fraudulent behavior is minimized. Such fraud control shall meet the requirements of the applicable law and Gaming Licenses. The Licensor shall not be responsible for the fraudulent actions of the Licensee or the Players. On the detection of any fraudulent action with respect to the Games, the Licensee shall notify the Licensor as soon as possible and in any event within 24 (twenty-four) hours of such detection. Fraudulent or reversed transactions shall not be included in Fees calculation. It is understood and agreed by the Parties that the Licensor shall have the right to block, either temporarily or permanently, any processing by the Games of the Licensee's operation with regard to a Player suspected by the Licensor of a fraudulent behavior, at their sole and absolute discretion. No reimbursement of Fees or Fee credits shall be due to the Licensee as a result of an actual or suspected fraudulent behavior and actions taken by the Licensor.

7.3. Each Party agrees to keep records and books of their accounts in accordance with generally accepted accounting principles and practices in the industry.

8. Disclaimer of warranty and limitation of liability.

8.1. The Games are provided for the use of the applicable parties on an "AS IS" basis, without any implied warranty of merchantability or fitness for a particular purpose.

8.2. Neither Party shall under any circumstances, with the exception of gross negligence or willfulness, be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for anticipated savings or contracts, any consequential or indirect loss or for loss of earnings.

8.3. Notwithstanding anything to the contrary herein, the total liability of both Parties under this Agreement to the other shall, with the exception of gross negligence or willfulness, be limited to an amount equal to EUR 25,000.00.

8.4. Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by that Party's gross negligence, fraudulent misrepresentation or other willfulness.

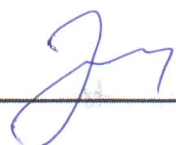
9. Confidentiality

9.1. The Parties acknowledge that during the term of this Agreement and 5 years thereafter either Party ("Discloser") may disclose their Confidential Information to the other Party ("Recipient"). The Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to their employees or agents who need to know such information to perform Recipient's obligations or exercise Recipient's rights hereunder and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein.

9.2. Recipient shall not use any Confidential Information for the benefit of themselves or any third party or for any purpose other than the performance of Recipient's obligations or exercise of Recipient's rights hereunder.

9.3. Recipient shall take the same degree of care that it uses to protect their own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information.

By the Licensor



By the Licensee



| page 3

9.4. Recipient shall not make any copies of the Confidential Information except as necessary to perform their obligations or exercise its rights hereunder, unless otherwise approved in writing in advance by Discloser.

10. Term

10.1. This Agreement shall enter into force on the Effective Date, and shall remain in force for the initial term of twelve (12) months from Launch.

10.2. On expiration of the then-current Term, it shall be each time prolonged for additional twelve (12) months unless a notice of termination is given in writing by either Party no less than 30 (thirty) days prior to expiration of the then-current Term. This notice should be sent to Licensor by email: contact@mascot.games, or to Licensee on the following emails: info@g-force-corporate-services.com, dir@playfortuna.com

10.3. This Agreement shall automatically expire if the Launch does not occur within three (3) months after the Effective Date hereof.

11. Law and Dispute Resolution

11.1. This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Malta.

11.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the proceedings shall be English.

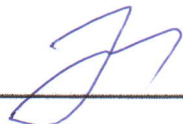
11.3. The prevailing party in any arbitration filed, or any other legal action or remedy pursued, under or in connection with this Agreement shall be entitled to collect from the non-prevailing party all filing fees, costs and reasonable attorney's fees incurred in connection with the pursuit of rights under this Agreement.

12. Force Majeure

12.1. A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement (other than an obligation for the payment of money), if the failure or delay is caused by any circumstances beyond their reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect ("Force Majeure"). The Party so affected by a Force Majeure shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure and its effects. If such delay or failure continues for at least thirty (30) days, a Party not subject to the Force Majeure shall be entitled to terminate this Agreement by notice in writing.

13. Data Protection

By the Licensor



By the Licensee



| page 4

13.1. Both Parties shall in all their operations comply with the applicable DP Law and indemnify and hold the other Party harmless from any liability, losses, damages, costs or expenses and other liabilities (including legal fees) that may arise from the failure to fulfil the applicable obligations under the DP Law.

13.2. The Licensor shall not receive Personal Data in connection with the provision of the Games to the End Users via the Software System. The Licensor only has access to End User Data available in its back office, but such data does not facilitate the identification of any Player.

13.3. Should, at any time during the currency of the Agreement, the Licensee and/or the the Licensor acquire access to any other Personal Data of the End Users (including the situation wherein any determination is made by the Parties or a competent authority that End User Data amounts to Personal Data within the scope of DP Law), the Parties agree to enter into a data processing agreement in accordance with the provisions of Article 28 of the General Data Protection Regulation.

13.4. In the event that one Party receives any complaint, notice or communication (from a competent data protection regulator or an End User) which relates directly or indirectly to either Party's compliance with DP Law, such Party shall promptly, and within forty-eight (48) hours of the receipt of such notify the other Party and it shall provide such Party and such competent regulator (if applicable) with full cooperation and assistance in relation to any such complaint, notice or communication.

13.5. Both Parties shall ensure that all individuals, parties or other entities with access to End User Data and/or Personal Data are bound by industry-standard confidentiality obligations which include keeping Personal Data and/or End User Data confidential.

14. General

14.1. This Agreement together with appendices thereto shall form the entire Agreement represents the entire terms agreed between the Parties in relation to its subject matter and supersedes all previous contracts or arrangements between the Parties.

14.2. This Agreement may be modified only by common additional agreement signed by or on behalf of both parties.

15. Details and Signatures of the Parties

Licensor:

MNG SOLUTIONS LIMITED

Company number: C86202

Address: Malta, BZN 1701, BALZAN,
TRIQ IL-KANNIZZATA, TERRACES NO 1,

THE PENTHOUSE SUITE

VAT number: MT25318616

e-mail: contact@mascot.games

Licensee:

GLOBONET B.V.,

Company number: 146296,

Address: Kaya Richard J. Beaujon z/n,
Curacao, Dutch Caribbean

e-mail:

info@g-force-corporate-services.com,

dir@playfortuna.com

Banking details:

Bank / Payment institution: Revolut

IBAN: GB25 REVO 0099 7063 4979 60

Banking details:

Bank name: Wirecard Bank AG

Bank Address: Einsteinring 35 85609
Aschheim, Germany

By the Licensor



By the Licensee



| page 5

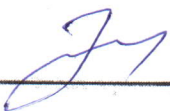
BIC / SWIFT: REVOGB21

Address: CHEAPSIDE, FLOOR 9,
London, UK

Account number: 76425

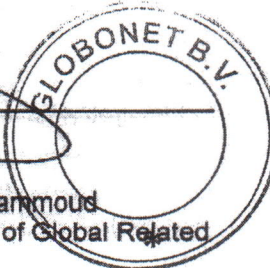
IBAN: DE62 5123 0800 0000 0764 25
SWIFT: WIREDEMMXXX

For and on behalf of the Licensors



Name: mr. Francois Lewis

For and on behalf of the Licensee



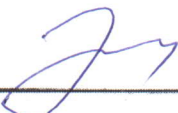
Name: Gouloud Hammoud
Managing director of Global Related
Services B.V.
March 20, 2020

Appendix A: "Fees"

1. Games are provided to the Licensee for rent, on terms of monthly payments in favor of Mascot Gaming in the form of Royalties in the amount of 7.00% of the Licensee's monthly GGR (where GGR = Bet amount minus Win amount in the games of Mascot Gaming).
2. Mascot Gaming provides the Licensee with the following special conditions that can be applied on a monthly basis, according to the results of the Licensee's work using games of Mascot Gaming:
 - a. Negative GGR is transferred to the next month for the purposes of Royalty calculation. This condition is applicable for the entire period of cooperation.
 - b. 100% of the amount of bonuses issued to players using the freerounds API in Traffic Games* of Mascot Gaming (see the list of Traffic Games below) will be taken into account when calculating the final GGR when calculating the Royalties (the GGR formula will be considered as "Bet amount minus Win amount minus 100% Bonus").
 - c. Mascot Gaming provides the Licensee with the discount of 100% of the Royalty payment for 2 months, provided on the conditions of posting games of Mascot Gaming on the Licensee's website in the TOP, FEATURED, NEW or similar sections, i.e. on special, "high" positions and placing a banner on the casino website.
 - d. Major discount of 1.00% for every 120,000.00 EUR of the Licensee's GGR in the games of Mascot Gaming.
 - e. The minimum Royalties on the amount of all discounts for special conditions cannot be less than 5.00% GGR, except for the clause c hereinabove

*list of Traffic Games:

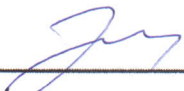
By the Licensors



By the Licensee

| page 6

Name	String ID
Re Kill	re_kill
Northern Heat	northen_heat
CanCan Saloon	cancan_saloon
The Rite	the_rite
Venetian Magic	venetian_magic
Hell'Sing	hellsing
Merlin's Tower	merlins_tower
Gemz Grow	gemz_grow
Benny's the Biggest game	bennys_the_biggest_game
Red Horde	red_horde
Riot	riot

By the Licensor  By the Licensee 