

SUBLICENCE AGREEMENT

WoT N.V.

ID: 129742

With its registered office at: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao

(“Operator”)

on one part

and

Limesco Limited

ID: HE 261682

With its registered office at: Arch. Makariou III, 155, PROTEAS HOUSE, Floor 5, 3026, Limassol, Cyprus

(“Payment Processor”)

on second part

and

VELUND INVESTMENT LTD

ID: HE 419468

With its registered office at: Stratigou Timagia, 26, SIANTONA BUILDING, Flat/Office, 102, 6047, Larnaca, Cyprus

(“Distributor”)

on the third part

(jointly referred to as the **“Parties”** and separately as the **“Party”**)

RECITALS

- A.** Whereas the Operator is an exclusive owner of an online casino and desires to use the services of the Distributor to use the Licensed Software.
- B.** Whereas the Distributor is a legal entity which has acquired a licence to use the Licensed Software for purposes of distributing the Licensed Software to its operators or any other entities.
- C.** Whereas the Distributor desires to render certain Licensed Software services and grant to the Operator the right to make the Licensed Software accessible to End Users under the terms and conditions stipulated in this Agreement, and the Operator desires to obtain the same.
- D.** Whereas it is the express objective and intention of the Parties to this Agreement to achieve as high as possible degree of efficiency in their professional relationship, to their mutual benefit.
- E.** Whereas the Payment Processor is a legal entity that processes Operator’s payment operations connected with its operation of an online casino and shall therefore process



Operator's certain payment operations on the Operator's behalf which the Operator is obligated to make under this Agreement.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. DEFINITIONS:

Insofar as the following terms and definitions are used under the Agreement, they shall have the following meaning, unless expressly stated otherwise. Where a singular form is used it shall also be used in plural if applicable and vice versa.

- 1.1. **"Affiliate"** means, in connection with a certain entity, a different entity that owns or controls, is owned or controlled by, or is under common control or ownership with aforementioned entity, where control is defined as the possession (directly or indirectly) of the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise. Specifically in case of the Operator, the term "Affiliate" shall also include entities trading under the same brand name or on the same website as the Operator.
- 1.2. **"Agreement"** means this agreement and all its Annexes (and any other annexes enclosed via amendments after the Effective Date) and appendices to this Agreement and any amendments thereto.
- 1.3. **"Bonus"** means costs spent by the Operator on wins of End Users arising from the Free Spins or on other forms of marketing or promotion of certain Provider's Licensed Software.
- 1.4. **"Bonus Deduction"** means the amount of the Bonus which can be deducted from the GGR before calculation of the Licence Fee.
- 1.5. **"Commercial Launch Date"** means the day on which the Licensed Software is fully operational, free of bugs and malfunctions and first made available to operate for End Users of the Operator.
- 1.6. **"Effective Date"** means the day on which this Agreement is signed by both Parties.
- 1.7. **"End User"** means the Operator's players who access the Licensed Software in order to play the games.
- 1.8. **"Free Spins"** means bonus free-round promotional play which allows End Users to use selected License Software for free with the possibility of winning real money. Free Spins may be defined by each relevant Provider differently (i.e. free rolls).
- 1.9. **"Gambling Licence"** means a licence provided by an appropriate authority of the jurisdiction where the remote gambling/gaming business is legal. The Gambling Licence ensures the legitimacy of an online casino business, as they involve regular assessments of the company's conduct.
- 1.10. **"Gross Gaming Revenue"** or also **"GGR"** means total End User bets less total End User wins. This does not include any bets and wins voided in accordance with the paragraph 5.8. of this Agreement.
- 1.11. **"Licence Fee"** means the amount payable by the Operator to the Distributor as specified in the Annex 1 to this Agreement.
- 1.12. **"Licensed Software"** means the gaming software which is developed by the Provider and distributed by the Distributor to the Operator. Further specification of



the Licensed Software shall be provided to the Operator in a reasonable time after the Effective Date.

- 1.13. **“Provider”** means a developer of the Licensed Software listed in the Annex 2 to this Agreement.
- 1.14. **“Sublicence”** means the right to use the Licensed Software granted by the Distributor to the Operator in the scope and under the conditions stipulated in this Agreement.
- 1.15. **“Third Party”** means any party, person or entity which is not a party to this Agreement.

II. SUBJECT MATTER

- 2.1. The Distributor hereby grants the Operator the worldwide (without prejudice to the territorial requirements and exceptions given in this Agreement), non-sublicensable, non-exclusive Sublicence to use the Licensed Software within its online casino and to make the Licensed Software available to End Users for real money playing, all under the conditions of this Agreement.

III. THE CONDITIONS AND SCOPE OF THE SUBLICENCE

- 3.1. The Licensed Software shall be used by the Operator solely for the purpose of operating online entertainment gaming through the internet in the range of all necessary proper and valid governmental Gambling Licence(s) for each jurisdiction where the online entertainment gaming is operated.
- 3.2. The Operator shall not transfer, assign or further sublicense the Sublicence or any rights arising under it to any Third Party. The Operator shall not share the access code / user account, provided to it by the Distributor, to any Third Party and shall not use it for websites other than those specified in the Annex 4 to this Agreement.
- 3.3. The Operator shall make the Licensed Software available to End Users only on the website(s) which are listed in the Annex 4 to this Agreement. The Operator shall ensure that all games provided within the Licensed Software shall remain available to End Users for playing at all times and with all of the provided functions and features, unless there is a technical or regulatory issue due to which a certain game cannot be used (malfunctions of the game, non-compliance of the game with a certain applicable regulation etc.). The Operator shall notify the Distributor of any such aforementioned issue without a delay.
 - 3.3.1. Specifically with regard to the Licensed Software of the Provider Amusnet, the Operator is obligated to display and use also the bonus game Jackpot Cards and to present it on all its websites by a banner representing the current state and values of the game. The Operator shall also make all Amusnet's video slot games available to both mobile and desktop versions of its websites.
- 3.4. The Operator acknowledges that the amount and categories of Provider's games provided by the Distributor to the Operator within the Licensed Software in accordance with this Agreement may change at any time. The Distributor is entitled to unilaterally add new games and/or cease or suspend provision of certain games of any Provider at any time in its sole discretion without any further effect to other sections of the Agreement.

IV. LICENCE FEE AND DEPOSIT



- 4.1. In exchange for the Sublicence granted to it in this Agreement, the Operator shall pay to the Distributor the monthly Licence Fee which is specified and defined in the Annex 1 to this Agreement.
- 4.2. The Operator is obligated to pay to the Distributor a deposit in amount of EUR 3,000 (three thousand Euros) ("**Deposit**") within 7 days after the Effective Date. The Deposit is considered to be paid by the Operator at the moment of its crediting to the Distributor's bank account. The Distributor is entitled to unilaterally deduct any unpaid amounts, that are payable by the Operator to the Distributor in accordance with this Agreement, from the Deposit.
- 4.3. If the Operator fails to pay any amount, payable by him to the Distributor in accordance with this Agreement, by the relevant due date at any point during the term of this Agreement, then regardless of whether the overdue amount is paid afterwards or not, the Distributor shall be entitled to raise the required amount of the Deposit up to the higher of: (i) two times the amount of the Licence Fee due for the month in which the Licence Fee payable by the Operator has been the highest; or (ii) EUR 10,000 (ten thousand Euros).
- 4.4. Should the Distributor raise the required amount of the Deposit in accordance with the clause above, the Operator must pay the additional amount (necessary to match the new required amount of Deposit to be held by the Distributor) within 10 days from the Distributor's request. The Deposit is considered to be paid by the Operator at the moment of its crediting to the Distributor's bank account. If the Operator fails to do that, the Distributor can block the Operator's access to the Licensed Software and/or terminate this Agreement.
- 4.5. The Deposit shall be held by the Distributor on its account during the whole term of this Agreement. After the Agreement is terminated for any reason, the Distributor is obligated to return the held Deposit reduced by any unpaid amounts, that are payable by the Operator to the Distributor in accordance with this Agreement, within 30 days following the termination of this Agreement. For avoidance of doubts, the Deposit held by the Distributor shall not bear any interest for the benefit of the Operator.
- 4.6. All payment operations connected with the Operator's obligations arising out of this Agreement, this specifically including the obligation to pay the Licence Fee and Deposit, shall be processed and performed by the Payment Processor on the Operator's behalf. The Operator shall be jointly and severally liable for the Payment Processor's failure to properly perform any operation according to this section for any reason. Any such Payment Processor's failure shall be without prejudice to the Operator's obligation to pay the Licence Fee and the Deposit (or any other obligation) in accordance with this Agreement.
- 4.7. When processing Operator's payments according to the section 4.6., the Payment Processor shall act as the Operator's agent. For avoidance of doubts, the Payment Processor is not entitled to perform any Operator's rights or duties under this Agreement other than the payment operations in accordance with the section 4.6., nor can he act as the Operator's agent in these other matters.

V. CALCULATION OF LICENCE FEE

- 5.1. The monthly Licence Fee is calculated as follows:
 - 5.1.1. Each month, the Distributor shall provide the Operator with a statement setting out its monthly Gross Gaming Revenue for the previous month and the respective monthly invoice.



- 5.1.2. The Distributor shall calculate and determine the Licence Fee payment owed to the Distributor by the Operator in accordance with the Annex 1 to this Agreement. After receiving the monthly Licence Fee payment invoice from the Distributor, the Operator shall have ten (10) days to settle and pay such invoice. The Licence Fee is considered to be paid by the Operator at the moment of its crediting to the Distributor's bank account.
- 5.1.3. The Distributor shall have the right, without prejudice to its other rights or remedies, to block the access of the Operator to the Licensed Software, if the Operator is in delay with payment of the monthly Licence Fee or any other amount payable in accordance with this Agreement within the stipulated deadline.
- 5.2. The Parties agree that in case of any dispute regarding the due amount, the backoffice data of the Distributor shall be the decisive basis for the calculation of the Licence Fee.
- 5.3. The Operator hereby acknowledges that the Licence Fee under this Agreement is strictly a net amount and is not inclusive of any foreign, state, value added tax, withholding, or other taxes, customs duties, similar tariffs and fees, or any other tax imposed or otherwise levied by any regulatory authority on the Operator's payment of the Licence Fee, on its activities or on the Distributor's provision of the Licensed Software to the Operator. The Operator hereby agrees and undertakes to pay any such tax, levy or other costs incurred in accordance with the previous sentence.
- 5.4. The Licence Fee shall be calculated in Euros (EUR). When calculating the Licence Fee for a certain calendar month, the GGR generated in other currencies shall be converted into EUR using the relevant exchange rates effective as of 0:00 a.m. GMT of the first day of the following month, as published by xe.com.
- 5.5. The Operator shall maintain, in accordance with general accounting rules, principles and standards, complete and accurate books and records in respect of its use of the Sublicence.
- 5.6. The Operator acknowledges and agrees that it is responsible for payment of wins to End Users and for other payments which End Users are entitled to receive.
- 5.7. For the purpose of the Licence Fee, the GGR is calculated separately for each operated website and for each Provider (and their Licensed Software). If the monthly GGR generated by a certain website on the Licensed Software of a specific Provider is negative, the Distributor is entitled to zero out such negative GGR for the purpose of calculating the Licence Fee.
- 5.8. If a bug or malfunction of the Licensed Software leads to a bet and/or win being voided by the Provider, the Distributor shall consider such bet and/or win as voided as well and shall not take the voided bet and/or win into account for the purpose of calculation of the GGR and of the Licence Fee. The course of Distributor's action described in this paragraph shall be based on how the affected bets/wins are treated by the Provider but shall be determined by the Distributor at its own discretion and may be changed from time to time. It is the Operator's responsibility to secure in its contracts with End Users (via terms & conditions or otherwise) its right to refuse paying out a win that occurred due to malfunction of the Licensed Software and that is voided by the Provider for that reason.
- 5.9. If the Operator wishes to pay any amount stipulated in this Agreement (Licence Fee, Deposit etc.) in a cryptocurrency, a processing fee of 2.5 % (two point five percent) of the original amount due shall be paid by the Operator to the Distributor in addition to the original amount. If the Operator wishes to receive any amount stipulated in this



Agreement (Deposit etc.) in a cryptocurrency, the Distributor shall be entitled to a processing fee of 2.5 % (two point five percent) of the original amount due which the Distributor shall be entitled to deduct from the amount the Operator wishes to receive.

- 5.10. In case of Licensed Software which allows Free Spins, the value of such Free Spins and of potential wins arising from such Free Spins ("**Free Spin Wins**") shall be included by the Distributor in the calculations of the Operator's GGR (i.e. value of Free Spins may or may not be added to the GGR and/or value of Free Spin Wins may or may not be deducted from the GGR) in the manner corresponding to the manner in which these values are treated during GGR calculations by the relevant Provider (towards the Distributor) and also subject to the conditions of the Bonus Deduction potentially agreed in this Agreement (if any).
- 5.11. Further to the abovesaid, the Operator shall report to the Distributor any win which exceeds the below specified amount (this including a win generated in a different currency, whose value, after conversion using the relevant exchange rates effective in the moment of the win generation, as published by xe.com, exceeds the threshold) and which occurs on the Licensed Software of below specified Providers. The Operator shall also not pay out any such win to the respective End User until the Distributor approves the given win.

Provider	Threshold over which a win must be reported and approved
iSoftBet	EUR 25,000
Relax Gaming	EUR 25,000

VI. TECHNICAL SUPPORT

- 6.1 The Distributor shall provide the Operator with an API access to the Licensed Software and also shall provide an assistance during the whole integration process of the Licensed Software.
- 6.2 During the integration process, the Distributor shall determine an authorized employee, who shall provide assistance. To avoid any misunderstandings, the Distributor explicitly states that this contact is for purpose of assistance during the integration process only.
- 6.3 After the Commercial Launch Date, the Operator may seek support from the Distributor on the email address of account@slotegrator.com
- 6.4 The Operator shall inform the Distributor in advance of any promotional campaigns (or other similar activities) which could significantly raise the End User traffic in the Licensed Software (daily amount of transactions etc.).
- 6.5 The Operator shall provide a 1st line of support to its End Users.

VII. UPDATES AND UPGRADES

- 7.1. The Operator acknowledges that during the term of this Agreement, the Provider may provide updates and upgrades to the Licensed Software at no additional cost.
- 7.2. Updates and upgrades to the Licensed Software shall be considered an integral part of the Licensed Software for the purposes of this Agreement.

VIII. WARRANTIES AND REPRESENTATIONS



8.1. The Operator warrants and represents as follows:

- 8.1.1. That it has obtained all relevant Gambling Licences in relation to the Licensed Software in all jurisdictions in which it uses the Licensed Software and shall keep them current and valid for the entire duration of this Agreement and that it shall use the Licensed Software only in accordance with all applicable laws and regulations which apply to its activities.
- 8.1.2. That it is duly authorised to execute and deliver this Agreement and to assume and perform its obligations hereunder and to carry out the transactions contemplated hereby and that this Agreement shall not conflict with any agreement (including without limitation, any restrictive employment agreement, covenant or understanding) by which it is bound.
- 8.1.3. During the effectiveness of this Agreement and during twelve (12) months after the termination of this Agreement for any reason, it shall not (and shall ensure its Affiliates shall not) bypass the Distributor by (i) obtaining a license towards any gaming software of any of the Providers (brands) or otherwise obtaining access to said gaming software through other distribution channels, be it directly from the applicable Provider (or its Affiliate) or indirectly via other suppliers and/or distributors; or by (ii) approaching a Provider, its Affiliate or another supplier and/or distributor for the purposes described in point (i). In case of the breach of this clause, the Operator is obligated to immediately cease any further conduct, that breaches this clause, until the above-mentioned time period expires.
- 8.1.4. That it shall not provide access to the Licensed Software to any End Users which have not entered into an agreement with the Operator (including by means of the Operator's standard terms and conditions) that extend the conditions of this Agreement concerning, among others, intellectual property and the prohibition of interference with the Licensed Software to such End Users. Nor shall the Operator allow access of End Users under the legal age established for the Licensed Software in a country whose law applies to the End User or End Users from jurisdictions where the use of the Licensed Software is not legal. A specific list of territories excluded by the various Providers is included in Annex 3.
- 8.1.5. That it shall not, at any time during or after the term of this Agreement, infringe any of the intellectual property rights of the Distributor or any of the Providers.
- 8.1.6. That during the effectiveness of this Agreement and also for a period of twelve (12) months after its termination for any reason, the Operator shall not (and shall ensure its Affiliates shall not), without the Distributor's prior written consent, either directly or indirectly, hire, employ, solicit, or contact for these aforementioned purposes any employee or other representative working for the Distributor (or for its Affiliate), or encourage such person to leave employment or other service for the Distributor or its Affiliate. This clause shall survive expiration or termination of this Agreement (howsoever caused) for additional 12 months.
- 8.1.7. That it shall inform the Distributor, without unreasonable delay, if it becomes aware of any action or any threatened action in any jurisdiction against it or the Distributor relating to the Licensed Software.
- 8.1.8. That it shall inform the Distributor, without unreasonable delay, if it plans to make the Licensed Software available for End Users residing in, or making bets from countries where any additional requirements for the Distributor and/or



the Licensed Software (such as, but not limited to, a B2B Gambling License, laboratories certifications, approvals granted by local authorities of such countries and others) are required. The Operator acknowledges and agrees that it shall not make the Licensed Software available for End Users residing in, or making bets from such countries until it is approved in written by the Distributor.

- 8.1.9. That it shall maintain fraud control to ensure that chargeback and other fraudulent behavior is minimalized. Operator's fraud control shall include, but is not limited to, limitation of deposits, obtaining verification details etc.
- 8.1.10. That it shall not (and shall ensure that End Users do not) use any methods which modify or hide an IP address of End Users or otherwise manipulate with an IP address of End Users, including, but not limited to virtual private network (VPN), proxy servers or other similar methods.
- 8.2. The Distributor warrants and represents as follows:
 - 8.2.1. That it holds all the necessary intellectual property rights and/or licences from the relevant right-holders in order to validly distribute the Licensed Software to the Operator.
 - 8.2.2. That it is duly authorised to execute and deliver this Agreement and to assume and perform its obligations hereunder and to carry out the transactions contemplated hereby and that this Agreement shall not conflict with any agreement (including without limitation, any restrictive employment agreement, covenant or understanding) by which it is bound.
- 8.3. The Parties agree and warrant to refrain from any act of commission or omission that infringes exclusive proprietary rights of the other. In the event that either Party becomes aware that a Third Party does or is about to improperly use the intellectual property or any part thereof or infringing upon any proprietary rights of the other Party, it shall promptly notify the other Party of all facts known to it with regards to such improper and/or unlawful use.
- 8.4. The Operator is obligated to ensure reasonable response time to requests sent to its servers from the server of the Distributor. The average response time in the industry is around 0,2 second and if the responses from the Operator's servers take significantly longer, the Distributor cannot guarantee performance of the Licensed Software. The Distributor shall not be liable for any damages to the Operator or its End Users caused by inadequate response time as described herein.
- 8.5. The Operator shall provide to the Distributor, based on its request, a "demo" player account for every website, on which it uses the Licensed Software, for testing and maintenance purposes.
- 8.6. The Operator shall provide to the Distributor any required documents or information necessary for due diligence process and any information necessary for providing access to the Licensed Software to the Operator. The Operator may be refused access to the Licensed Software until the Operator provides the required document or information to the Distributor.
- 8.7. The Operator is obligated to adhere to the following marketing rules:
 - 8.7.1. Any marketing, PR or other materials relating to the Licensed Software or trademarks of the relevant right holders that are published by the Operator must contain only information that is accurate and must not infringe rights of the Provider, Distributor or Third Parties.

- 8.7.2. The Operator shall not publish any advertising, promotional or marketing materials which: encourage anyone to break the law; target individuals under the legal gambling age; are false or untruthful about the chances of winning or about the expected return to an individual; suggest that gambling is a form of a financial investment; suggest that skill can influence the games which are purely games of chance; exceed the limits of decency.
- 8.7.3. Branding, advertising and promotion of any games that are marked as "Branded" may be based only on materials approved by the Distributor in advance.
- 8.7.4. The Operator must comply with any reasonable marketing rules notified to it by the Distributor in regard to the Licensed Software.

IX. PROHIBITION OF INTERFERENCE WITH THE LICENSED SOFTWARE

- 9.1. The Sublicence granted under this Agreement shall be construed as strictly prohibiting the Operator and its End Users from engaging and or authorising any Third Party to engage on their behalf in any of the following activities:
 - 9.1.1. to use, license, distribute, modify or otherwise transfer the Licensed Software in any manner other than as explicitly allowed in this Agreement;
 - 9.1.2. to remove any proprietary notices from the Licensed Software;
 - 9.1.3. to encumber, transfer or assign the Licensed Software;
 - 9.1.4. to alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from the Licensed Software or create copyrightable or copyrighted material of the Licensed Software; or
 - 9.1.5. to create derivative works based on the whole or on any part of the Licensed Software.

X. TERM AND TERMINATION

- 10.1. This Agreement shall come into effect on the Effective Date.
- 10.2. This Agreement shall be agreed for an indefinite period and shall continue to be valid and effective until terminated by either Party in accordance with conditions stipulated in this Agreement.
- 10.3. The Distributor shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by a written notice to the Operator. The notice period of termination of this Agreement is one (1) month and begins on the next day after the notice was delivered to the Operator.
- 10.4. The Operator shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by a written notice to the Distributor. The notice period of termination this Agreement is two (2) months and begins on the next day after the notice was delivered to the Distributor.
- 10.5. The Distributor shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by a written notice to the Operator if the Operator:
 - 10.5.1. is in material breach of any of its obligations under this Agreement and either that breach is incapable of being cured or remains uncured for thirty (30) days after receiving a written notice of the breach; or
 - 10.5.2. becomes insolvent or is otherwise unable to pay debts in the ordinary course of business; or



- 10.5.3. is in delay with payment of any amount payable under this Agreement in accordance with the Distributor's invoice for more than ten (10) days after receiving the Distributor's notice about such delay; or
- 10.5.4. is dissolved or otherwise ceases to engage in its normal business operations and is unable to fulfil its obligations under this Agreement as a result; or
- 10.6. If the Operator:
 - 10.6.1. breaches the conditions of the Sublicence by using the Licensed Software contrary to the conditions stipulated in the section II., III. and IX. of this Agreement;
 - 10.6.2. is in delay with payment of any amount due in accordance with this Agreement for more than ten (10) days after receiving a Distributor's notice of the delay;
 - 10.6.3. breaches any of its warranties or obligations stipulated in the section VIII. and XII. of this Agreement;
 then for each such breach and/or case of delay with payment of a certain amount, the Operator is obliged to pay the Distributor the below specified applicable contractual penalty within fourteen (14) days after receiving the Distributor's request for its payment. This clause 10.6. shall survive the termination of this Agreement for as long as the relevant obligations triggering the contractual penalty are valid and effective. Payment of the contractual penalty is without prejudice to and does not affect the Distributor's right to compensation of any damage potentially caused by the event triggering the contractual penalty.
 - a) In case of a breach of the clause 8.1.6. (non-solicitation towards employees/representatives of the Distributor), the contractual penalty shall amount to 12 times the relevant employee's/representative's gross monthly salary earned by him/her prior to the Operator's breach.
 - b) In all other stipulated cases, the contractual penalty shall amount to 2 x (two times) the amount of the Licence Fee due for the month in which the Licence Fee payable by the Operator has been the highest. However, the contractual penalty shall not be less than EUR 10,000 (ten thousand Euros).
- 10.7. The Operator takes into account and accepts that the Distributor might be for various reasons (termination of the agreement between the Provider and the Distributor, the Provider withdraws its consent with the supply etc.) legally forced by the Provider to stop supplying its Licensed Software or its part to the Operator. Should such case arise, the Distributor must notify the Operator without delay.
- 10.8. Termination of this Agreement for any or no reason shall be without prejudice to any rights that have accrued to the benefit of either Party prior to such termination. More specifically, any fees which are payable in accordance with this Agreement for the period before or after such termination shall remain to be payable and any fees that were paid in accordance with this Agreement before such termination shall not be reimbursed.
- 10.9. Any obligations in this Agreement which, by their nature, are meant to last beyond the term of this Agreement (including but not limited to confidentiality, intellectual property rights etc.) shall survive the termination of this Agreement for any reason. Termination is not an exclusive remedy and all other remedies shall be available to the Distributor whether or not the Agreement is terminated.

XI. INDEMNIFICATION



- 11.1. The Operator shall hold the Distributor harmless and indemnify the Distributor at the Operator's expense (including, but not limited to, attorneys' fees and other costs on representation by a law firm chosen by the Distributor and all related litigation costs and expenses) for any claims, damages, losses or expenses brought against or suffered or incurred by the Distributor, to the extent that such claim, damage, loss or expense has been caused by (i) an Operator's breach of any of its obligations, warranties or representations stipulated in this Agreement; (ii) an Operator's or its End User's or its Affiliate's breach of any applicable law or regulation; (iii) an Operator's or its End User's or its Affiliate's unlawful use of the Licensed Software that breaches this Agreement, relevant right-holder's intellectual property or other rights or any applicable law.

XII. CONFIDENTIALITY AND NON – DISCLOSURE

- 12.1. Each Party is obliged not to disclose any information that would damage the good name of the other Party.
- 12.2. Each Party may come into contact with confidential information of the other Party or information intended for internal use by the other Party or other information constituting a trade secret of either Party in connection with this Agreement, the disclosure of which to any Third Party would be contrary to the interests of either Party. Both Parties agree to maintain confidentiality of all such information and any other information obtained in connection with activities under this Agreement, including information that shall detect any information relating to, inter alia, customers, know-how and working methods of either Party.
- 12.3. Each Party is obliged to maintain confidentiality of all facts that are contained in this Agreement or directly related to it or related to the other Party's business affairs of which it may become aware, unless such information has been disclosed to the public without breach of this Agreement.
- 12.4. A Party is not bound by these confidentiality obligations if the other Party agrees via a prior written consent to disclose such information, if such information is available to the public, if the Provider contractually requires the Distributor to disclose the information to the Provider, if public authorities require such information in the exercise of their powers or in other cases stipulated by law. If a public authority requires such information, the relevant Party is obliged to immediately notify the other Party before it provides such information so it may make a qualified objection against such procedure of the public authority if it so desires.
- 12.5. Each Party shall make maximum effort to protect confidential information from being leaked or lost due to an infringement of confidentiality, theft or infringement of confidentiality by Third Parties.
- 12.6. Each Party shall promptly report to the other any actual or suspected violation of the terms of this Agreement and shall take all reasonable steps to prevent, control or remedy such violations.

XIII. LIMITATION OF LIABILITY

- 13.1. The Operator is liable for any damages resulting from its or Payment Processor's breach of this Agreement. The right to a contractual penalty does not preclude the right of the Distributor to damages.



- 13.2. In no event shall the Distributor be liable for any incidental, indirect, special or consequential damages, or any damages whatsoever resulting from distribution of the Licensed Software.
- 13.3. The Distributor shall not be liable for any improper or illegal use of the Licensed Software by the Operator including, without limitation, its successors, assignees, Affiliates, licensees, officers, employees, agents, representatives or End Users. Specifically, in no event is the Distributor responsible for the Operator's obligations to any Third Parties.
- 13.4. Since the Licensed Software consists of products developed and maintained by Third Parties (Providers), the Distributor does not and cannot guarantee that the Licensed Software shall be free of bugs or technical malfunctions or that its operation shall be uninterrupted. The Distributor shall not be liable for any damage - either direct, indirect, incidental, consequential, special or other (including loss of profits and loss of business opportunities) - caused to the Operator due to such technical fault of the Licensed Software.

XIV. MISCELLANEOUS

- 14.1. All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, by facsimile or by email, to the authorised representative at the recipient's address set forth on the first page of this Agreement or that is specified below or to such other address as either Party may specify by the written notice to the other. A notice shall be deemed given on (a) the date of personal delivery, (b) the third business day after mailing, or (c) the next business day after sending the email, facsimile, or after sending the notice via an overnight courier (unless the return receipt of the courier's record evidences a later delivery).

Distributor: account@slotegrator.com
Operator: limescoltd@gmail.com
and copy to info@g-force-corporate-services.com

- 14.2. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14.3. In case that any provision of this Agreement becomes invalid or ineffective or if for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, the other provisions of the Agreement are not affected and are still valid and effective. Such provisions of the Agreement shall be enforced to the maximum extent permissible so as to the intent of the Parties and the remainder of this Agreement shall remain in full force and effect.
- 14.4. This Agreement shall be governed and construed in accordance with the laws of Malta. Any litigation or other dispute resolution between the Parties relating to this Agreement shall take place in Malta. All disputes arising from the present Agreement and/or in connection with it shall be finally decided by the Malta Arbitration Centre.
- 14.5. The headings of the paragraphs of this Agreement are descriptive and for convenience of reference only, and shall in no way define, limit or describe the scope or intent of the provisions of this Agreement.



- 14.6. This Agreement shall inure to the benefit and be binding upon the Parties, their legal representatives, and successors and permitted assignees.
- 14.7. The Operator agrees that for the duration of the Agreement it gives the Distributor the general authorisation for the engagement of data processors and sub-processors as stipulated by Article 28 (2) of Regulation (EU) 2016/679 General Data Protection Regulation.
- 14.8. Both the Parties agree that they have each materially and fully participated in the negotiation and drafting of this Agreement and, if this Agreement ever should be the subject of interpretation by a court or arbitration, it shall not be construed or interpreted against either Party for the reason that it was drafted by only one Party.
- 14.9. Amendments may be made to this Agreement at any time with the consent of both the Parties. Any amendments made to this Agreement shall have no force or effect whatsoever unless made in writing and signed by each of the Parties hereto.
- 14.10. Terms of computer or software terminology which are not otherwise defined herein shall have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 14.11. Neither Party shall assign or transfer its rights or obligations under this Agreement to a Third Party (including Affiliates) without the prior written consent of the other Party.
- 14.12. This Agreement with its all annexes supersedes all prior and contemporaneous understandings or agreements of the Parties on the subject matter of this Agreement.



SIGNATORY PAGE

Date July 1, 2022
On behalf of the **Distributor**

DocuSigned by:
Volodymyr Riazhechkin
23DC19543D16444...

SIGNED Volodymyr Riazhechkin
BY _____

Date: July 1, 2022
On behalf of the **Operator – Wot N.V.**



SIGNED BY: Gouloud Hammoud;
Director for and on behalf of G-Force
Corporate Services B.V.; Director for
and on behalf of Guardian Corporation
Curacao B.V.

Date July 1, 2022
On behalf of the **Payment Processor**



SIGNED
BY Zhelkeranova Aktekgyn

Annex 1

The monthly Licence Fee

Licence Fee

The Operator shall pay to the Distributor the monthly Licence Fee equal to the corresponding percentage of the Gross Gaming Revenue, generated by the Operator from the Licensed Software of the respective Providers in the given month, in accordance with the specification below.

Providers with their Licensed Software/brands, further specified in brackets if applicable		Licence Fee
Relax Gaming – Table Games		5%
Gamebeat, Jetgames		10%
Habanero, Gamzix, Nucleus, Smartsoft Gaming		11%
Amatic, GameArt – Standard Games, Platipus, Tom Horn Gaming, Vivo Gaming, Nolimit City, ReelNRG, CT Interactive, BGaming, Kalamba, NetGame, Quickspin, Thunderkick, Blueprint, 3Oaks – Standard Games, Endorphina, Playson – Standard Games, Spinomenal (including Retro gaming), BetSoft, Green Jade, Red Rake Gaming, Gamshy, Caleta Gaming, Super Spade Games, KA Gaming, Spadegaming, Relax Gaming - Slots, Lotto Instant Win, Belatra, Evoplay, OneTouch, RTG Slots, TrueLab, Yggdrasil, Triple Cherry, Fazi, Swintt – Standard Games		12%
Playtech, Amusnet, iSoftbet, ELK, 3Oaks – Premium Games, Playson – Premium Games, Swintt – Premium Games		14%
GameArt – Branded Games		15%
GameArt – Premium Branded Games		17%
Evolution	Generic Table Games Fee	15 % (counted from GGR generated from all the Licensed Software of Evolution, excluding RNG Games)
	RNG Games Fee	12 % (counted from GGR generated from all the RNG Games of Evolution)
Playson, 3Oaks	If the GGR on Licensed Software of the listed Providers is generated in territory of Ukraine	13%

Ukraine

For the purpose of this Agreement, the Parties hereby agree it is in exclusive sole discretion of the Distributor to decide which territory shall be considered as Ukraine and which territory shall not be considered as Ukraine when calculating the Licence Fee.

Bonus Deduction



The Distributor shall deduct the Bonus Deduction from the GGR generated on the Licensed Software of the respective Provider (“**Bonus Deduction**”). The Licence Fee for the Licensed Software of these Providers shall therefore be calculated from the reduced GGR after the deduction of the Bonus Deduction.

The Bonus Deduction shall be applied in accordance with the following table:

Provider (Brand)	Maximum amount of cost to be deducted (% of GGR on the given brand)	Note
BetSoft	15%	
CT Interactive	15%	
ELK	20%	Only bonus wager visible via API shall be deducted.
Playson	15%	
Rest of the Provider	0% (no Bonuses shall be deducted)	

By the 1st of day of each month by 3.00 p.m. GMT at the latest, the Operator shall send the Distributor monthly report which shall specify the Bonus incurred by the Operator in the previous calendar month. The reports must contain the following info for each Bonus that is to be deducted: End User ID, type of Bonus awarded to the End User, Bonus amount given/incurred, date of providing the Bonus.

The Bonuses shall be deducted only insofar as they are proven by the above specified Operator’s reports. If a certain Bonus is not proven by said report, it shall not be deducted from the GGR for the purpose of the Licence Fee.

The Operator acknowledges that the Bonus Deduction is conditional upon the respective Providers and their own conditions. If a certain Provider changes its conditions regarding Bonus Deduction (e.g. changes the types of deductible Bonuses or the maximum amount of Bonus Deduction; changes the scope of information which must be reported for the purpose of Bonus Deduction ect.), the Distributor may be forced to (and shall be entitled to) modify the conditions of the Bonus Deduction in the same manner for the Operator (without having to give a prior notice to the Operator) and calculate the Bonus Deduction accordingly.

Free Spins

The Operator hereby acknowledges that activating or deactivating Free Spins is solely in the Distributor’s discretion.

The Operator may allow Free Spins to its End Users for the selected Licensed Software of the following Providers, after written consent of the Distributor:

- Amatic
- BetSoft



- ELK
- CT Interactive
- Playson

The granting of the written consent is solely in the Distributor's discretion. The written consent shall be effective for the period of one calendar month following the granting of the written consent, unless otherwise stipulated in the written consent. The Operator agrees and understands that the written consent can be changed or withdrawn by the Distributor at any time, however the change or the withdrawal shall be written and sent to the Operator. The change or the withdrawal of the written consent shall be effective upon its sending to the Operator. For the avoidance of doubt, the Distributor shall not be liable for any damages from the change or the withdrawal of the written consent.

Miscellaneous

The Licensed Software of Live Dealer Providers may contain an active function that allows End Users to pay "Tips" to live dealers while playing the Licensed Software (activating or deactivating Tips is solely in the Distributor's discretion). In such case the revenue of the Operator originated from Tips will be charged by the Distributor to the Operator at a rate of 100%.



Annex 2
List of Providers

- 3Oaks
- Amatic
- Amusnet
- Belatra
- BetSoft
- BGaming
- Blueprint
- Caleta Gaming
- CT Interactive
- ELK
- Endorphina
- Evolution
- Evoplay
- Fazi
- GameArt
- Gamebeat
- Gamshy
- Gamzix
- Green Jade
- Habanero
- iSoftBet
- Jetgames
- Kalamba
- KA Gaming
- Lotto Instant Win
- NetGame
- Nolimit City
- Nucleus
- OneTouch
- Platipus
- Playson
- Playtech
- Quickspin
- Red Rake Gaming
- ReelNRG
- Relax Gaming
- RTG Slots
- Smartsoft Gaming
- Spadegaming
- Spinomenal (including Retro gaming)
- Super Spade Games
- Swintt
- Thunderkick
- Tom Horn Gaming
- Triple Cherry
- TrueLab



- Vivo Gaming
- Yggdrasil

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a flourish.

Annex 3 Excluded Territories

In accordance with the clause 8.1.4. of this Agreement, the Licensed Software cannot be made available for End Users residing in, or making bets from, countries where such activity is illegal or otherwise not allowed.

The following table further outlines the specific territorial exemptions of the individual brands distributed under the Agreement. Please note that the below list should not be viewed as exhaustive as there may be other countries where online gambling is banned which are not specifically excluded by the Providers, yet under the Agreement the Licensed Software still cannot be made available in such territories. Please note that the below specified list of excluded territories may be unilaterally updated by the Distributor at any time.

If a country is written next to a certain Provider in bold letters, it means that if the Operator proves that it holds a valid local Gambling Licence from that country (and if the Distributor confirms sufficiency of such licence), the Operator may use the games of the Provider, by which the country is written in bold letters, in the given country (i.e. the given country shall not be considered as banned in connection with the respective Provider).

Furthermore, the table below also outlines specific license requirements of individual Providers with regard to the Operators using their Licensed Software (i.e. countries whose Gambling Licence the Provider requires its Operators to have). The Operator may not be granted access to the given Provider's games, until the Operator submits the required Gambling Licence to the Distributor and until it is then confirmed by the Provider.

Provider (Brand)	Expressly Banned Territories	License Requirements
3Oaks	USA, France, Georgia Afghanistan, Guinea, Bissau, Haiti, Iran, Iraq, Jamaica, Lebanon, Libya, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Philippines, Somalia South Sudan, Syria, Turkey, Venezuela, Yemen, Zimbabwe, Belgium, Croatia, Denmark, Netherlands, Portugal, Spain, Switzerland, UK, Australia, Israel	Operator must hold a valid gaming license for all markets that they are targeting
Amatic	Afghanistan, Albania, Algeria, Angola, Antigua and Barbuda, Armenia, Australia, Austria, Cambodia, China, Cuba, Cyprus, Ecuador, Estonia, French Polynesia, France and Territories, Georgia, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Libya, Liechtenstein, Macao, Myanmar, Namibia, Netherlands Antilles, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Slovakia, South Africa, South Korea, Sudan, Switzerland, Syria, Taiwan, Tunisia, Uganda, USA and Territories, Vietnam, Yemen, Zimbabwe, UK	Operator must hold any Gambling Licence



Amusnet	USA, Virgin Islands (U.S.), Minor Outlying Islands (U.S.), Guam, Puerto Rico, Mariana Islands, American Samoa, Georgia, Australia, Netherlands and the UK	Curacao
Belatra	N/A	N/A
BetSoft	N/A	N/A
BGaming	N/A	N/A
Blueprint	Afghanistan (AF), Alderney, America Samoa (AS), Angola (AO), Bosnia And Herzegovina (BA), Cambodia (KH), Dutch Caribbean Including Curacao And Aruba, Ethiopia (ET), Lao's People's Democratic Republic, Uganda (UG), Vanuatu (VU), Yemen (YE), Malta (MT) Australia (AU), Austria (AT), Bulgaria (BG), Belgium (BE), Colombia (CO), Czech Republic (CZ), Cuba (CU), Croatia (HR), Canada (CA), Denmark (DK), Estonia (EE), France (FR), Germany (DE), Gibraltar (GI), Hungary (HU), Hong Kong (HK), Iraq (IQ), Italy (IT), Iran (IR), Israel (IL), Korea, North (KP), Kuwait (KW), Lithuania (LT), Latvia (LV), Myanmar (MM), Netherland(NL), Philippines (PH), South Sudan (SS), Sudan (SD), Syria (SY), Singapore (SG), Switzerland (CH), Spain (ES), Sweden (SE), Portugal (PT), Russia(RU), Romania (RO), United Kingdom (UK), United States (US)	N/A
Caleta Gaming	Australia and USA	N/A
CT Interactive	USA, Canada The Operator further agrees to indemnify the Distributor and to hold it harmless against all third party claims, damages, losses, liabilities, suits and legal expenses arising out of or in connection with the Operator's use of the Licensed Software in Russia, Kazakhstan, Vietnam, Thailand, China, Israel, Japan, Cyprus	N/A
ELK	Afghanistan, Algeria, American Samoa, Andorra, Argentina, Australia Azerbaijan, Bahrain, Bangladesh, Barbados, Bhutan, Bolivia, Botswana, Brunei Darussalam, Burundi, Cambodia, China, Chile, Christmas Island, Cocos Islands, Cook Islands, Cyprus, Ecuador, El Salvador, Eritrea, Fiji, France, French Polynesia, Guam, Guatemala, Haiti, Hong Kong, Iceland, India, Indonesia, Iran, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lesotho, Liechtenstein, Macau, Macedonia, Malaysia, Mali, Mauritius, Moldova, Monaco, Morocco, Myanmar, Nauru, Nepal, Niue, Northern Mariana Islands, Oman, Pakistan, Palestinian Territory, Qatar, Saudi Arabia, Singapore, South Korea, South Sudan, Sudan, Suriname, Syria, Taiwan, Tajikistan, Thailand, Timor-Leste, Trinidad	Operator must hold any Gambling Licence



	& Tobago, Tunisia, Turkey, Turkmenistan, United Arab Emirates, US & Outlying Territories, Uruguay, Uzbekistan, Vietnam, Virgin Islands, British US Sanctioned Countries (blocked): Belarus, Burma, Central African Republic Congo, Cuba, Ethiopia, Iraq, Lebanon, Liberia, Libya, Nicaragua, North Korea, Somalia, Syria, Russian Federation, Russian Occupied Ukraine, Venezuela, Yemen, Zimbabwe Albania, Alderney, Antigua and Barbuda, Armenia, Bahamas, Belgium, Belize, Bosnia Herzegovina, Bulgaria, Colombia, Comoros, Costa Rica, Croatia, Curacao, Czech Republic, Denmark, Dominica, Dominican Republic, Estonia, French Guiana, French Southern Territories, Georgia, Ghana, Gibraltar, Greece, Grenada, Hungary, Isle of Man, Italy, Jamaica, Jersey, Latvia, Lithuania, Malta, Mexico, Montenegro, Netherlands, Nicaragua, Panama, Papua New Guinea, Paraguay, Philippines, Portugal, Romania, Saint Kitts & Nevis, San Marino, Serbia, Seychelles, Slovakia, Slovenia, South Africa, Spain, Swaziland, Sweden, Switzerland, Tanzania, Uganda, Ukraine, UK, Vanuatu Restricted unless the Operator serves the state monopoly: Alan, CA, PL	
Endorphina	USA, France, Australia	N/A
Evolution	Albania, Australia, Barbados, Botswana, Burkina Faso, Cambodia, CAN- Atlantic Provinces (Nova Scotia), CAN- Ontario, CAN- British Colombia, CAN- Lotto Quebec, Cayman Islands, Crimea, Ghana, Haiti, Hong Kong, Iran, Jamaica, Mauritius, Morocco, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Philippines, Senegal, Singapore, South Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe Belgium, CAN- British Colombia, CAN- Lotto Quebec, CAN- Ontario, CAN- Atlantic Provinces (Nova Scotia), Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Germany, Greece, Italy, Latvia, Lithuania, Mexico, Netherlands, Philippines, Portugal, Romania, Spain, Sweden, Switzerland, Ukraine, US- Michigan, US- New Jersey, US- Pennsylvania, US- West Virginia	Operator must hold any Gambling Licence
Evoplay	Afghanistan, Australia, Aruba, Bonaire, Cuba, Curacao, Eritrea, Ethiopia, France, Iran, Iraq, Israel,	N/A

	Jordan, Libya, North Korea, Pakistan, Philippines, Rwanda, Saba, Singapore, Somalia, State of Palestine, Statia, St. Maarten, Sudan, South Sudan, Syria, The Netherlands, Tunisia, USA and its dependent territories, United Kingdom, Yemen	
Fazi	USA, Australia, Lithuania	Operator must hold any Gambling Licence
GameArt	France, Portugal, Sweden, Denmark, Estonia, Cyprus, Israel, UK, Hong Kong, Australia, New Zealand, USA, Netherlands Bulgaria, Columbia, Croatia, Georgia, Italy, Lithuania, Romania, Spain, Switzerland For the following Licensed Software of the Provider GameArt - Dragon King, Wild Dolphin, Venetia, Lady Luck, Wolf Quest, Explosive Reels, Gold of Ra, Dancing Lion, Phoenix Princess, Fortune Panda, Magic Unicorn, Ancient Gong, Power Dragon, Jumpin Pot, African Sunset, is additionally restricted in: American Samoa, Brunei, Cambodia, China, India, Indonesia, Japan, North Korea, South Korea, Laos, Macau, Malaysia, Mongolia, Burma, Papua New Guinea, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Timor, Vietnam	Curacao
Gamebeat	Israel, Iran, USA	N/A
Gamshy	USA, China, Macau, Hong Kong, Italy , UK	Gambling Licence is required only for EU Operators
Gamzix	Aruba, Bonaire, Curacao, France, Netherlands, UK, Saint Martin, USA	Operator must hold a valid gaming license for all markets that they are targeting
Green Jade	Afghanistan, Antigua, Barbuda, Belgium, Bulgaria, Cuba, Cyprus, France, Hong Kong, Iran, Iraq, Israel, Kahnawake, Libya, Macau, Malaysia, Netherlands Antilles, Singapore, Sudan, Syria, the Philippines, USA and its territories, Tunisia	Operator must hold any Gambling Licence
Habanero	Australia, Cyprus, France, Philippines, Singapore, Taiwan, United States Belarus, Bulgaria, Colombia, Croatia, Denmark, Estonia, Georgia, Gibraltar, Isle of Man, Italy, Latvia, Lithuania, Malta, Panama, Portugal, Romania, South Africa, Spain, Sweden, The Netherlands, The United Kingdom	Operator must hold any Gambling Licence
iSoftBet	Afghanistan, Algeria, Australia, Bahrain, Belarus, Belgium, China, Cook Islands, Cuba, Cyprus, Eritrea, France, Hong Kong, India, Indonesia, Iran, Iraq, Israeli, Jordan, Kuwait, Laos, Libya, Macau,	N/A

	Malaysia, Marshall Islands, Mauritania, Monaco, Morocco, North Cyprus (Turkey), North Korea, Oman, Pakistan, Qatar, Russian Federation, Saudi Arabia, Singapore, Somalia, South Africa, South Korea, Sudan, Syrian Arab Republic, Taiwan, Thailand, Tunisia, Turkey, United Arab Emirates, Uruguay, Uzbekistan, Yemen Great Britain, Greece, Malta, Ontario (Canada), The Philippines, Romania	
Jetgames	N/A	N/A
Kalamba	Australia, UK, USA, Netherlands	N/A
KA Gaming	Taiwan	N/A
Lotto Instant Win	N/A	N/A
NetGame	France, USA, Netherlands, Curacao, Dutch West Indies, Aruba, Bonaire, Saba, St Eustatius, St Martin, Ukraine, UK	N/A
Nolimit City	USA its territories, and possessions (except under a local licence) Any country in which gambling is expressly illegal Any country that requires a gambling licence (except under a local licence) The following countries to which US-origin software may not be exported or re-exported: Iran, North Korea, Cuba, Sudan and Syria (including any of the above Blacklisted Currencies' respective territories) Restricted territories: Australia, Crimea, Cuba, Iran, North Korea, South Sudan, Sudan, Syria, Taiwan, Ukraine, Venezuela Afghanistan, Albania, Barbados, Burkina Faso, Cambodia, Cayman Islands, Gibraltar, Haiti, Jordan, Mali, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Philippines, Senegal, Türkiye, Trinidad & Tobago, Uganda, United Arab Emirates, Vanuatu, Yemen, Zimbabwe Argentina (Buenos Aires City, Buenos Aires Province, Chaco, Chubut, Cordoba, Neuquén, Santa Fe, Rio Negro), Alderney, Belgium, Brazil, Canada (Alberta, Atlantic Provinces (Nova Scotia), Ontario, British Columbia, Quebec), Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Dominican Republic, Estonia, France, Georgia, Germany, Gibraltar, Greece, Isle of Man, Italy, Jamaica, Latvia, Lithuania, Malta, Mexico, Nicaragua, Netherlands,	Operator must hold a valid Gambling License for all markets that they are targeting.

	Panama, Philippines, Portugal, Romania, South Africa, Spain, Sweden, Switzerland, United Kingdom, USA (Connecticut, Michigan, New Jersey, Pennsylvania, West Virginia) Restricted currencies: AFN (Afghan Afghani), BIF (Burundian franc), BOB (Bolivian boliviano), CDF (Congolese franc), CUP (Cuban Peso), IQD (Iraqi dinar), IRR (Iranian rial), KPW (North Korean Won), LBP (Lebanese Pound), LYD (Libyan dinar), MMK (Myanmar Kyat), NIO (Nicaraguan Córdoba), SOS (Somali shilling), SDG (Sudanese pound), SSP (South Sudanese pound), SYP (Syrian Pound), YER (Yemeni Rial), ZMK/ZMW (Zambian Kwacha)	
Nucleus	N/A	N/A
OneTouch	Australia, Cayman Islands, France, Hong Kong, Hungary, Iran, Iraq, Israel, Myanmar, North Korea, Poland, Saudi Arabia, Singapore, Switzerland, Syria, Turkey, USA, all US territories, Vatican City, UK	N/A
Platipus	Israel, Iran, USA	N/A
Playson	Australia, Israel, USA, Ukraine, UK, Georgia, Lithuania, Netherlands	Operator must hold any Gambling Licence
Playtech	Australia, Azerbaijan, Belarus, Cyprus, Hong Kong, Israel, Latvia, Lithuania, Macau, Ontario, Poland, Philippines, Singapore, Ukraine, USA and its territories, Tunisia, Turkey, Belgium, Bulgaria, Colombia, Czech Republic, Denmark, Estonia, France, Italy, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, South Africa, UK, Greece, Germany, Netherlands The Operator must not accept End Users who are either located or have a resident address in any of the territories listed above.	Curacao or Malta
Quickspin	Australia, Belarus, Cyprus, Hong Kong, Israel, Macau, Philippines, Singapore, USA and its territories, Ukraine, Afghanistan; Alderney; America Samoa; Angola; Belgium; Bosnia and Herzegovina; Cambodia; Croatia; Czech Republic; Democratic People's Republic of Korea (DPRK); Denmark; Dutch Caribbean including Curacao AND Aruba; Estonia; Ethiopia; France, Hungary; Iraq; Italy; Laos People's Democratic Republic; Latvia; Lithuania; Romania; Spain, Syrian Arab Republic; Sweden; Uganda; United Kingdom; USA; Vanuatu; Yemen, Malta Colombia, Georgia, Germany, Greece, Mexico, Poland	N/A

Red Rake Gaming	USA and its territories, France, Croatia, Denmark, Israel, Australia, Estonia, Latvia UK, Portugal, Spain, Italy, Romania, Belgium, Netherlands, Poland, Czech Republic, Lithuania	Spanish or Curacao
ReelNRG	France, Curacao, USA, Netherlands, UK	N/A
Relax Gaming	Afghanistan, Algeria, Antigua and Barbuda, Australia, Canada, China, Cuba, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Libya, Myanmar, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sudan, Syria, Taiwan, Yemen, Zimbabwe Armenia, Belgium, Colombia, Denmark, Estonia, France and its Territories, Georgia, Germany, Italy, Latvia, Lithuania, Mexico, Netherlands (including Bonaire, St Eustatius, and Saba), Republic of Serbia, Romania, Spain, Sweden, USA, United Kingdom	Operator must hold any Gambling Licence
RTG Slots	Afghanistan; Alderney; America Samoa; Angola; Australia; Belgium; Bosnia and Herzegovina; Cambodia; Croatia; Czech Republic; Democratic People's Republic of Korea; Denmark; Dutch Caribbean including Curacao and Aruba; Estonia; Ethiopia; France; Germany; Hungary; Iraq; Italy; Lao's People's Democratic Republic; Latvia; Lithuania; Malta; Philippines; Romania; Singapore; South Africa; Spain; Syrian Arab Republic; Sweden; Uganda; UK; USA; Vanuatu; Yemen	N/A
Smartsoft Gaming	Georgia, Greece, France, Armenia, Portugal	N/A
Spadegaming	Taiwan, Philippines	N/A
Spinomenal (including Retro gaming)	UK, USA, Israel, Australia, Armenia and Ecuador	Operator must hold any Gambling Licence
Super Spade Games	USA, Russia, Belarus, Ukraine, Georgia	N/A
Swintt	Australia, France, Hong Kong, Philippines, Singapore, Taiwan, The United States, Turkey	Operator must hold any Gambling Licence
Thunderkick	The Operator must not accept End Users who are located / have IP address / have a geographic address (specified by the End User during registration or specified as the End User's payment address connected with the End User's payment method) in any of the following territories: The United States and its dependencies and overseas territories, France and its dependencies and overseas, Australia, Iraq, Iran, Libya, Myanmar, People's Republic of Korea, Sudan, Zimbabwe,	Curacao, Malta, UK or other valid EEA Licence

	Netherlands, Denmark, Spain, Portugal, Greece, Germany, Italy, Belgium, Romania, Czech Republic, Sweden, United Kingdom, Romania, Nigeria, Canada	
Tom Horn Gaming	Israel, USA, UK	Curacao, Malta, Costa Rica or United Kingdom
Triple Cherry	Afghanistan, Algeria, Angola, Antigua & Barbuda, Cambodia, China, Cuba, Cyprus, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kahnawake, Kuwait, Libya, Macau, Myanmar, Namibia, Netherlands Antilles, North Korea, Pakistan, Papua New Guinea, Sudan, Syria, Uganda, United States of America and its Territories, United Kingdom	N/A
TrueLab	the USA and its dependencies and territories including North Mariana Islands, Puerto Rico, and the US Virgin Islands, Guam, American Samoa, as well as Curacao, France, French Guiana, French Polynesia, French Southern Territories, Gibraltar, Malta, Netherlands, Russia, Reunion, Saba, St Eustatius, St Martin, Saint Pierre and Miquelon, Saint-Barthelemy and Wallis, Ukraine, Australia	Operator must hold any Gambling Licence
Vivo Gaming	Israel, Iran, USA, Syria, Costa Rica, Uruguay, Iraq	N/A
Yggdrasil	Taiwan, Netherlands, Greece, Portugal, Austria, Serbia, Bulgaria, Slovakia, Norway, Ireland, Albania, Slovenia, Montenegro, Luxemburg, Iceland, Andorra, Monaco, Liechtenstein, San Marino, Germany, Canada, Afghanistan; Alderney; America Samoa; Angola; Australia; Belgium; Bosnia And Herzegovina; Cambodia; Croatia; Czech Republic; Democratic People'S Republic Of Korea (Dprk); Denmark; Dutch Caribbean Including Curacao And Aruba; Estonia; Ethiopia; France, Hungary; Iraq; Italy; Laos People's Democratic Republic; Latvia; Lithuania; Philippines; Romania; Singapore; Spain, Syrian Arab Republic; Sweden; Uganda; United Kingdom; USA; Vanuatu; Yemen, Malta	N/A



Annex 4

Websites of the Operator

The Operator shall make the Licensed Software available to the End Users on the following websites:

- bonanzagame.com
- hotlinecasino.com
- candy.casino
- dendycasino.com
- gdfplay.com
- pelicancasino.games
- ampm.casino



Annex 5

Specific Conditions Applying to Evolution

The following regulation shall apply to the Operator's use of the Licensed Software of the Provider "Evolution" ("EG") in addition to the conditions specified in the rest of this Agreement:

I. SPECIFIC CONDITIONS AND OBLIGATIONS

- 1.1. All marketing and promotion of the Licensed Software of EG, conducted by the Operator, must be socially responsible and compliant with any applicable laws or regulations.
- 1.2. The Operator shall not use the Licensed Software of EG in any manner which could adversely affect the name, image or reputation of EG or the Distributor or which could endanger any licenses, permits or approvals held by EG.
- 1.3. The Operator shall not provide access to the Licensed Software of EG to any End User who has not accepted Operator's End User terms and conditions (or other similar form of legally binding conditions) which must include the following:
 - 1.3.1. End Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the use of the Licensed Software of EG is to the Operator alone;
 - 1.3.2. End Users agree to use the Licensed Software of EG only for the playing of the given games in accordance with the Operator's terms and conditions and the terms and conditions applicable to each given game (to be provided by the Distributor, if there are any);
 - 1.3.3. End Users agree not to reverse engineer or decompile any of the Licensed Software of EG, modify, remove or obscure any proprietary notices placed on the Licensed Software of EG, copy the Licensed Software of EG by any means for any purpose whatsoever, attempt to derive source code or other confidential information from the Licensed Software of EG or use the Licensed Software of EG for any purpose other than playing the games or in any way that could adversely affect EG's name, image or reputation; and
 - 1.3.4. EG may enjoy and enforce for its own and its Affiliate's benefit the benefit of the Operator's End User terms and conditions for the purpose of enforcing directly against End Users the restrictions set out in paragraph 1.3.3. above and the Operator shall ensure that there are no restrictions or limitations on Third Party rights and/or enforcement contained in any Operator's End User terms and conditions that might adversely affect EG's right to enforce the same as envisaged herein.
- 1.4. The Operator shall ensure that all gambling, placing of bets by End Users, withdrawals and/or payments made from the Operator to End Users ("**Gambling Transactions**") is made only in a FIAT Currency. For the purposes of this Agreement, the term FIAT Currency shall mean any currency lacking intrinsic value that is declared legal tender by a government agency and which is not a cryptocurrency/virtual currency, such as for example Bitcoin (a "**FIAT Currency**").
- 1.5. The Operator is allowed to accept deposits and payments in non-FIAT Currencies, provided that any such deposits and/or payments made by End Users to the Operator



- in non-FIAT Currencies are converted into a FIAT Currency prior to any Gambling Transactions being initiated.
- 1.6. For the purpose of Bonus Deductions from the Licence Fee (if any such deductions were agreed between the Parties), the Operator shall, within first 5 business days of each calendar month, send to the Distributor a report about Bonuses provided to End Users in the previous calendar month. This report must contain at least the Bonus amounts provided to individual End Users and their user names). If this report is not provided by the Operator in time, the Bonus Deductions shall not be applied to the Operator's GGR.
 - 1.7. The Operator shall implement and maintain all system operation requirements of EG (IT architecture, functionality specifications, performance standards etc.) which the Distributor may provide to the Operator from time to time.
 - 1.8. The Distributor may request the Operator to provide any due diligence information (or other information) requested by the EG. The Operator is obligated to inform the Distributor about any future material change to such provided information.

II. SPECIAL GAMES OF EG

- 2.1. There are certain EG's games that are subject to the below specified additional conditions and that are listed in the table at the end of this section II. ("**EG Special Games**"). The EG Special Games are games ultimately owned by a Third Party right holder specified by the given game in the table ("**Right Holder**"). The Distributor is entitled to cancel provision of any EG Special Game at any time.
- 2.2. The Operator shall pay to the Distributor an additional monthly fee for these EG Special Games ("**EG Special Games Fee**") which is payable by the Operator on top of the standard Licence Fee specified in the Annex 1 to this Agreement. The relevant EG Special Games Fee rates are listed in the table at the end of this section II. The rate of the EG Special Games Fee may be unilaterally changed by the Distributor at any time (if EG changes its relevant license fee for these games payable to EG by the Distributor) based on a written notice sent to the Operator.
- 2.3. Except as otherwise provided in this Annex, the EG Special Games Fee shall be invoiced and paid under the same payment terms and conditions as the Licence Fee (period for payment of the Distributor's invoices, consequences of Operator's delay with payment etc.).
- 2.4. The EG Special Games Fee shall be calculated for each of the EG Special Games separately. The GGR on one of the EG Special Games shall not be set off against the GGR on any other game.
- 2.5. The Distributor may provide any information or document provided by the Operator to the Distributor in connection with this Agreement (due diligence documents etc.), to EG or to a relevant Right Holder. Such disclosure is not considered to be a breach of confidentiality.
- 2.6. The Operator's use of trademarks, logos and/or trade names associated with the EG Special Games shall be accompanied by the appropriate trademark or service-mark symbol (either "™", "®" or "SM") as directed by EG or by the Distributor from time to time and in order to avoid confusion to the public, a legend specifying that such trademarks, logos and/or names are trademarks or service marks of the applicable right holder in sufficient proximity to the EG Special Games; (ii) nor the Operator shall use any trademarks, logos and/or trade names associated with the EG Special Games in any



- manner that shall create a composite mark with any trademark or logo of the Distributor and/or EG or any trademark, logo or trade name of any other person.
- 2.7. All advertising, marketing and promotional materials relating to the EG Special Games must be submitted by the Operator to the Distributor for approval prior to their use. No sales, marketing, advertising, promotional or other material for the EG Special Games may contain anything that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libellous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable laws or regulation of any applicable public authority; or (d) relates to products or services that directly compete with the products or services of EG or the relevant Right Holder.
- 2.8. The Operator is obligated to comply with such policies, procedures, guidelines and instructions relating to the IP rights of the relevant Third Parties, as provided by the Distributor from time to time.
- 2.9. The Operator acknowledges and agrees that EG and/or Right Holder are sole and exclusive owners of all intellectual property rights, title and interest in the EG Special Games.

EG Special Game	EG Special Games Fee (calculated on a per EG Special Game basis)	Right Holder
Casino Hold’Em	1.2 % GGR from this game	Chi Fat Au-Yeung
2 Hand Hold’Em	1.2 % GGR from this game	Chi Fat Au-Yeung
Dragonara Dual Play Roulette	3.6 % GGR from this game	Dragonara Interactive Limited and Evolution Malta Limited
5+1	3.6 % GGR from this game	Evolution
Speed Roulette	3.6 % GGR from this game	Evolution
Dream Catcher	No EG Special Games Fee	Evolution
Lightning Roulette	3.6 % GGR from this game	Evolution
Super Sic Bo	No EG Special Games Fee	Evolution
Side Bet City	No EG Special Games Fee	Evolution
Infinite Blackjack	3.6 % GGR from side bets (no EG Special Games Fee for main bets)	Evolution
Lightning Dice	3.6 % GGR from this game	Evolution
Monopoly Live	6 % GGR from this game	Hasbro, Inc. (sublicensed by Scientific Games (Gibraltar) Limited)
21+3	3.6 % GGR from this game	Progressive Games Partners LLC
Perfect Pairs for Blackjack	3.6 % GGR from this game	Progressive Games Partners LLC

Perfect Pairs for Baccarat	3.6 % GGR from this game	Progressive Games Partners LLC
Caribbean Stud Poker	3.6 % GGR from this game	Progressive Games Partners LLC
Double Ball Roulette	3.6 % GGR from this game	Progressive Games Partners LLC
Texas Hold'em Bonus Poker	3.6 % GGR from this game	Progressive Games Partners LLC
Bucharest Dual Play Roulette	3.6 % GGR from this game	S.C. Development Services System and Evolution
Ultimate Texas Hold'Em®	3.6 % GGR from this game	Scientific Games (Gibraltar) Limited
Three Card Poker®, with 6 card bonus	3.6 % GGR from this game	Scientific Games (Gibraltar) Limited
Free Bet Blackjack®	3.6 % GGR from this game	Scientific Games (Gibraltar) Limited
High Stakes Tables (i.e. tables with a minimum bet of EUR 50 or any other amount as decided by EG and/or notified by the Distributor from time to time)	EUR 0,45 (fourty-five cents) per bet placed on a High Stake Table	N/A
Blackjack Classic Tables	EUR 0,15 (fifteen cents) per main bet (initial bet, split and double). There is no additional fee for side bets or bet behind.	N/A
Craps	No EG Special Games Fee	N/A
Crazy Time	3.6 % GGR from this game	N/A
Mega Ball	3.6 % GGR from this game	N/A
Power Blackjack	No EG Special Games Fee	N/A
Instant Roulette	No EG Special Games Fee	N/A
Lightning Baccarat	3.6 % GGR from this game	N/A
RNG First Person Craps	No EG Special Games Fee	N/A

RNG First Person Mega Ball	No EG Special Games Fee	N/A
RNG First Person Top Card	No EG Special Games Fee	N/A
RNG First Person Baccarat	No EG Special Games Fee	N/A
RNG First Person Dragon Tiger	No EG Special Games Fee	N/A
RNG Roulette	No EG Special Games Fee	N/A
RNG Blackjack	No EG Special Games Fee	N/A
RNG Lightning Roulette	No EG Special Games Fee	N/A
RNG Dreamcatcher	No EG Special Games Fee	N/A
DEAL OR NO DEAL LIVE	3.6 % GGR from this game	ENDEMOL SHINE IP B.V.
RNG First Person Deal or No Deal	3.6 % GGR from this game	ENDEMOL SHINE IP B.V.
XXXtreme Lightning Roulette	3.6 % GGR from this game	Evolution
Bac Bo	No EG Special Games Fee	Evolution
Peek Baccarat	No EG Special Games Fee	Evolution
Super Andar Bahar	No EG Special Games Fee	Evolution
Teen Patti	No EG Special Games Fee	Evolution
Crazy Coin Flip	3.6 % GGR from this game	Evolution
Gold Bar Roulette	No EG Special Games Fee	Evolution
Monopoly Big Baller	6 % GGR from this game	Hasbro, Inc.

In addition to the excluded territories specified in the Annex 3 to this Agreement, the game Monopoly Live shall not be used by the Operator in (i.e. may not accept End Users from) Austria and Germany (excluding Schleswig-Holstein).

In addition to the Excluded Territories specified for the Licensed Software of the Provider EG in the Annex 3 to this Agreement and other Prohibited Territories as defined in paragraph 3.1. of this Annex below, the game DEAL OR NO DEAL LIVE must



not be used by the Operator in (i.e. may not accept End Users from) France, Hong Kong, Iran, North Korea, Singapore, Sudan, Syria, Turkey, the United States of America.

Any reference to a Right Holder specified above shall include also its assignors and accessors from time to time.

III. SPECIFIC CONDITIONS AND OBLIGATIONS FOR PROVIDING ENDEMOL LICENSED GAMES

3.1. In this section III. of this Annex to the Agreement and only for the purposes of this section III. or the amendments and supplements to the Agreement contemplated by this section III. the following capitalized terms shall have the following meanings:

“**Action**” means any and all Third Party legal actions, suits, or administrative or regulatory proceedings;

“**Copyright Notice**”: means

“DEAL OR NO DEAL © 2003 Endemol Shine IP B.V.”;

“Deal or No Deal Live Project © 2017 Endemol Shine IP B.V.”

(or any other Copyright Notice related to a new Endemol Licensed Game provided in the future);

“**Endemol Licensed Games**” means DEAL OR NO DEAL LIVE and any other games and/or side bets owned by the Right Holder which the Parties agree (based on a written amendment signed by both Parties) should be added to paragraph 2.9 of this Annex to the Agreement and which shall be subject to terms and conditions of this Annex and of the Agreement from such date;

“**Licensed IP**” means the respective Right Holder’s Intellectual Property Rights related to the Endemol Licensed Games;

“**Marketing Requirements**” means such policies, procedures, guidelines and similar relating to Licensed IP as provided by the Distributor to the Operator from time to time (email sufficing);

“**Marks**” means the trademarks, logos and trade names to be used under this section III. by both Parties, including both physical and electronic versions;

“**Prohibited Territories**” means:

- (a) the Excluded Territories specified for the Licensed Software of the Provider EG in the Annex 3 to this Agreement and additional territories excluded specifically for the game DEAL OR NO DEAL LIVE in paragraph 2.9. of the Annex to the Agreement and any other jurisdiction or territory in respect of which it is illegal for the Operator to provide remote gaming to residents; or
- (b) any jurisdiction or territory in respect of which the Operator requires a gaming license or similar authorization to provide remote gaming to residents and the Operator does not hold, or continue to hold, such gaming license or authorization; or
- (c) any jurisdiction or territory that is notified in writing to the Operator from time to time by Distributor with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Operator under this Annex in relation to providing Endemol Licensed Games, the Parties agreeing and acknowledging that such notice may be on a game by game basis;

“**Right Holder**” means ENDEMOL SHINE IP B.V., owning Licensed IP (including but not limited to those set forth in Copyright Notice and Trade Mark Notice);

“Territory” means the world excluding any Prohibited Territory; and

“Trade Mark Notice”:

“DEAL OR NO DEAL is a registered trademark of Endemol Shine IP B.V. used under license from Endemol Shine UK Limited”

(or any other Trade Mark Notice related to a new Endemol Licensed Game provided in the future).

- 3.2. In relation to providing the Endemol Licensed Games and notwithstanding general conditions and obligations according to the Agreement and other specific ones according to its Annex, the Operator further agrees, warrants, represents and undertakes that:
 - 3.2.1. it has the right to enter into and perform this section III. of the Annex to the Agreement and has not entered into and shall not enter into any arrangement or understanding or do any act which might in any way conflict with or shall conflict with its obligations under this section III.;
 - 3.2.2. it shall comply with all applicable laws, regulations and codes which might apply to it when performing its obligations and exercising its rights under this section III. (including without limitation, data protection, anti-money laundering, anti-bribery and anti-corruption and sanctions laws and laws and regulations in relation to creation, provision, operation, exploitation and marketing of the Endemol Licensed Games);
 - 3.2.3. it is not entitled to sub-license any of the Endemol Licensed Games without Distributor’s prior written approval;
 - 3.2.4. it holds all necessary approvals, authorizations, certifications, governmental licenses and permits required for performing its rights and obligations under this section III. (together the **“Required Authority Approvals”**) and that it at all times shall comply with any official laws, rules, regulations, guidelines, codes of practice, standards and any other relevant instructions issued for such Required Authority Approvals in its performance of its rights and obligations under this Amendment;
 - 3.2.5. it shall not be entitled to exploit or operate, market or promote the Endemol Licensed Games (i) on any portable wireless device (whether now known or subsequently developed) including without limitation handheld computers/video game systems or digital electronic equipment including but not limited to, personal digital assistants, mobile phones or pagers, which are capable of wireless sending and/or receiving voice and/or audio and/or data and/or video communication, and of storage of information or data and (ii) using WAP portals of mobile phone operators licensed to operate in the Territory or any other non-internet based data delivery system or non-direct means of accessing the internet. For the avoidance of doubt, nothing in this paragraph shall restrict or prevent End Users from, within the Territory and subject to the other terms of this Amendment, accessing the Endemol Licensed Games via Operator’s websites or applications (including native applications) for smartphones, using an internet enabled mobile, smartphone or tablet;
 - 3.2.6. the use of the Licensed IP by the Operator in advertising, marketing and promotional materials (including without limitation the proposed media) shall be subject to Distributor’s prior approval. In the event that the Distributor does not respond on the approval request, the proposed use shall be deemed rejected.



If the Operator revises the approved material, it must submit the new version of such material for Distributor's approval before use;

- 3.2.7. (a) the Operator's use of Marks associated with the Endemol Licensed Games shall be accompanied by the appropriate Trade Mark Notice and Copyright Notice; (b) the Operator shall not use any Marks associated with the Endemol Licensed Games in any manner likely to prejudice their legal protection or validity; and (c) the Operator's Marks shall be kept entirely separate from Right Holder's Marks and shall not be used in any manner which could lead to confusion as to the ownership of the Right Holder's Marks;
- 3.2.8. it shall at all times comply with all Marketing Requirements for any advertisement, marketing and/or offering of the Endemol Licensed Games;
- 3.2.9. (a) if the Operator's use of any of the Licensed IP, or if any material bearing such Licensed IP, is not in accordance with the Agreement (including this section III.), the Operator shall promptly remedy such deficiencies upon receipt of written notice of such deficiencies from the Distributor; (b) nothing herein shall grant to the Operator any right, title or interest in the Licensed IP or the Marks associated with the Endemol Licensed Games, except as otherwise explicitly stipulated in this Annex; and (c) that any goodwill resulting from the Operator's use of the Marks associated with the Endemol Licensed Games shall inure solely to the relevant Right Holder and the Distributor may, at any time, request a confirmatory assignment of that goodwill and the Operator shall execute and return such assignment within five (5) Business Days of such request;
- 3.2.10. any warranty and/or indemnity by EG related to any Intellectual Property Right associated with the Endemol Licensed Games licensed under this Agreement is limited to (exploitation in) the Territory;
- 3.2.11. it shall not make any use of the name likeness photograph or other image of Noel Edmonds (or any other presenter of any localized programme based on and/or incorporating the Licensed IP) either in the Endemol Licensed Games or in the marketing or promotion therefor or in any other way connected to the Endemol Licensed Games. The Operator acknowledges that no rights are hereby granted to the Operator in the name likeness photograph or other image of Noel Edmonds (or any other presenter of any localized programme based on and/or incorporating the Licensed IP) and permission to include the same in the Endemol Licensed Games and/or marketing or promotion therefor shall be subject to separate negotiation and agreement;
- 3.2.12. it shall not install, use or copy any of the Endemol Licensed Games (or any part of such games) except as specifically permitted in this section III. and as strictly necessary for its use of the Endemol Licensed Games in accordance with this Annex and with the Agreement;
- 3.2.13. it shall not (a) make any translations, adaptations, variations or modifications of the Endemol Licensed Games, (b) merger of all or part of the Endemol Licensed Games into any other computer software or documentation; (c) create derivative works based upon all or part of the Endemol Licensed Games; or (d) to the maximum extent permitted by law, disassemble, decompile, reverse engineer or decode of the Endemol Licensed Games in any manner for any reason;
- 3.2.14. it shall not modify or remove any legal notices on the Endemol Licensed Games;

- 3.2.15. it shall not operate or market (or authorize the operation or marketing) of the Endemol Licensed Games, solicit custom or accept monies in relation to the Endemol Licensed Games from customers or proposed End Users who are situated in the Prohibited Territories. Where the Operator becomes aware that it has received monies from such persons situated in such territories it shall forthwith return such monies and under no circumstances shall the Gross Gaming Revenues from the Endemol Licensed Games include monies received from such persons situated in such Prohibited Territories;
- 3.2.16. it shall put in place industry standard measures on each its website offering any Endemol Licensed Game to establish the age, address and location of the End Users wishing to play such Endemol Licensed Game and that such safeguard shall remain throughout the Term. The Operator shall provide the Distributor with such information as the Distributor may reasonably request from time to time to evidence the same including without limitation providing the URL of any relevant Operator's website (subject always to its compliance with regulatory requirements that would prevent the Operator from doing so);
- 3.2.17. it shall not engage in any activity, practice or conduct which would constitute an offence under applicable law; it shall have and shall maintain in place throughout the Term of this Agreement its own policies and procedures under applicable law to ensure compliance with this section III. and shall enforce them where appropriate;
- 3.2.18. it shall not do nor fail to do any act nor publish any statement or authorize the same which may bring Endemol or the Licensed IP into disrepute or which is in any way disparaging of or derogatory to the same;
- 3.2.19. it shall not arrange, authorize or make any publicity of any Endemol Licensed Game without Distributor's express prior written approval of the same, except as otherwise expressly permitted in this section III. and in the Agreement;
- 3.2.20. the Distributor may provide, when reasonably requested, a Right Holder access to any documents and other information (including the Agreement and any Due Diligence Information) relating to the Operator's use of the Endemol Licensed Games and give the Right Holder a warranty that any due diligence information provided, to the best of Operator's knowledge, is true and accurate in all material respects;
- 3.2.21. the Operator shall: (a) give the Distributor prompt written notice of any Action in respect of any Endemol Licensed Game for which indemnification is sought (provided, however, that any failure to give such notice shall not waive any rights of the applicable indemnities or obligations of the indemnitor except to the extent that the indemnitor is actually prejudiced thereby); and (b) permit the Distributor, EG, Endemol or such party that they appoint to control and direct the defence and settlement of any such Action provided, however that: (i) they shall not enter into any settlement agreement that would result in any admission by the Operator or any payment by the Operator, or that does not include a release of all covered claims pending against the Operator; and (ii) the Operator may at its election participate in the defence of such Action through separate counsel at its own expense; and (c) provide the Distributor, EG, Endemol or such party that they appoint to control and direct the defence all reasonable assistance (at the expense of such party) in connection with the defence or settlement of any such Action;



- 3.2.22. it shall cease to provide, offer, market and exploit the Endemol Licensed Games or any part thereof in any territory, immediately upon receipt of notice from the Distributor (or at such other time as the notice specifies if the Distributor is so requested by EG or a Right Holder) and upon such notice the rights granted to exploit the relevant Endemol Licensed Games shall immediately be terminated;
- 3.2.23. the Distributor may terminate this section III. (and the provision of Endemol Licensed Games under the Annex to the Agreement) immediately upon written notice to the Operator if (i) the Operator takes any action, fails to take any action, or is the subject of any claim, suit, action or proceeding which the Distributor reasonably believes may result in, or has resulted in, jeopardy or risk to EG's or any Right Holder's existing, pending or future gaming licenses, approvals or permits, or (ii) if the Distributor otherwise reasonably believes that its arrangement with the Operator may result in, or has resulted in, jeopardy or risk to any of EG's or the relevant Right Holder's existing, pending or future gaming licenses, approvals, or permits or (iii) if subsequent to the execution of this section III. the Right Holder cancels, withdraws, denies or, otherwise, refuses the Operator's right to offer the Endemol Licensed Games (such approval being in the Right Holder's sole discretion) for any reason whatsoever;
- 3.2.24. the Distributor may terminate or suspend this section III. (and the provision of all or some of the Endemol Licensed Games under this Annex) if the agreement between EG and a Right Holder regarding the Endemol Licensed Games is wholly or partly terminated or suspended;
- 3.2.25. if this section III. is terminated or suspended, the Operator shall immediately stop any use of the Marks associated with the Endemol Licensed Games.



Annex 6
Specific Conditions Applying to Nolimit City Games

The following regulation shall apply to the Operator's use of the Licensed Software of the Provider Nolimit City ("**Nolimit City**") in addition to the conditions specified in the rest of this Agreement:

I. OPERATOR'S WARRANTIES IN RELATION TO NOLIMIT CITY GAMES

The Operator warrants, represents and undertakes to Distributor that:

- 1.1. it shall not make the Licensed Software of the Nolimit City available or allow it to be made available to any person who is located in, or whose IP address is located in, or who has a geographic address (either for the purpose of its registration as an End-User or as a payment address for any credit card or other payment method used to pay for participation in any Licensed Software of Nolimit City), listed in table in Annex 3 of the Agreement in row dedicated to Nolimit City;
- 1.2. it shall not transact or deal in any way in the restricted currencies which are listed in the table in Annex 3 of the Agreement in row dedicated for Nolimit City;
- 1.3. it shall at all times have in place appropriate usage policies to prevent its End Users from introducing harmful, defamatory, abusive, illegal, improper or other similar content when participation in any Licenced Software of Nolimit City and all policies and procedures as required by applicable regulation;
- 1.4. it shall not, in connection with transactions contemplated in this Agreement, or in connection with any other business transaction involving the Operator, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. The Operator further warrants that no money has been paid to the Operator as compensation or otherwise, has been or shall be used to pay any bribe or kickback in violation of the governing law.



Annex 7

Specific Conditions Applying to Provider Nucleus

The following regulation shall apply to the Operator's use of the Licensed Software of the Provider Nucleus ("**Nucleus**") in addition to the conditions specified in the rest of the Agreement.

I. SPECIFIC RIGHTS AND OBLIGATIONS RELATING TO NUCLEUS JACKPOTS

Several games within the Licensed Software of Nucleus include networked progressive jackpots which carry the following terms:

- 1.1. The total amount corresponding to the jackpot value is to be held by Nucleus. The player contribution to the networked jackpot from the Operator's system, including each subsystem (skin), is invoiced by the Distributor to the Operator on a monthly basis. The average amount of jackpot contribution shall be 1 % from the max bets and in any case the amount of the jackpot contribution shall not exceed 1.5 % under any conditions.
- 1.2. When a jackpot is won, the Distributor shall pay the amount owed to the End User in the currency of the Operator's casino to the Operator within 5 business days from the moment on which Nucleus pays the jackpot win to the Distributor. The Operator acknowledges that the Nucleus should pay the jackpot win to the Distributor within 5 business days from the moment of the notification of Nucleus about the jackpot win. However, the Distributor does not guarantee to the Operator that Nucleus shall comply with its obligation specified in the preceding sentence.
- 1.3. A win resulting from a jackpot shall not be taken into consideration when calculating the GGR and the License Fee. The wager and win from a jackpot shall be excluded from the GGR.
- 1.4. The Distributor shall charge to the Operator a 20% handling fee of the jackpot contribution to cover seeding of games after a jackpot win. The handling fee shall be accorded to the monthly invoicing. The handling fee shall be added to the amount of contributions made by the Operator. For instance, if the jackpot contribution is equal to 100 EUR, the 20 % handling fee shall be added to the 100 EUR equaling 120 EUR.
- 1.5. Jackpots can be opted by the Operator on a case-by-case basis from the following options:
 - a. the Operator may decide to participate on networked progressive jackpots managed by Nucleus and the rules set by the clause I of this Annex shall apply;
 - b. the Operator may decide to organize its own progressive jackpot, however, the Operator as the organizer of such progressive jackpot shall be liable for the gathering of the jackpot contributions and paying out winnings resulting from such jackpot (the Distributor is not entitled to gather the handling fee set in the clause I. of this Annex); or
 - c. the Operator may decide to not use any of the Licensed Software featuring jackpots and subsequently no jackpot contributions or fees related to jackpots shall be applicable.

II. OTHER SPECIFICATION OF THE LICENSED SOFTWARE OF NUCLEUS

- 2.1. The Operator shall own and be responsible for all payment systems.



- 2.2. The Operator shall receive deposits of funds to be used by the End Users, directly from End Users via any method including but not limited to Western Union, wire transfer, Paypal, Netteller, debit card, check or through Operators' merchant accounts.

