

SOFTWARE LICENSE AND SERVICES AGREEMENT

This License Agreement ("Agreement") is entered into as of the date of the execution of this Agreement, as set forth below, by and between

- (1) Digitus LTD trading as **Betsoft Gaming**, with offices at 77 Strovolos Av. Strovolos Center Office 204 2018 Strovolos Nicosia Cyprus, hereinafter referred to as the "Licensor"; and
- (2) **PlayDOM B.V. (Company No:145097)** a company having its registered office at Kaya Richard J. Beaujon Z/N, Curacao, hereinafter referred to as the "Licensee".

WHEREAS the parties agree that this Agreement will set out the terms and conditions to govern a non-exclusive agreement for the licensing of an Internet Casino Software System to be used by the Licensee

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS

1. Definitions.

For purposes of this Agreement, the following terms shall have the following definitions:

<i>"Casino"</i>	Shall mean the Internet web site(s) directly or indirectly owned or controlled by Licensee or its agents, representatives or assignees and which utilizes, in whole or in part, Licensor's Internet Casino Software and system including the Slots3™.
<i>"Confidential Information"</i>	Shall mean any information disclosed by one of the parties or its agents to the other party which is not generally available to or used by third parties or the utility or value of which is not generally known or recognized as a standard practice, whether or not the underlying details are in the public domain.
<i>"Customer Information"</i>	Shall mean all data collected and stored on Licensee's Customers, including, username, amounts wagered and frequency of wagering. The customer database, statistical information and casino name of Licensee shall be considered as a proprietary right of Licensee, and owner thereof, and Licensor shall not disclose or otherwise use, distribute or reveal the customer statistical information without prior written consent of Licensee.

"Customers"

Shall mean any Casino visitor that conducts any financial transactions within the Casino.

"Hardware"

Shall mean all the necessary computers, routers, cabling, monitors, hard drives, back-up systems, and other equipment, as determined by Licensor in its absolute discretion, that may be required in order to properly store, distribute and the run the Casino.

"Intellectual Property"

Shall include generally inventions, designs, processes, formulae, notations, improvements, all financial information of Licensor, know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the system particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the or any part of the system.

"Intellectual Property Rights"

Shall include patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

"Net Monthly Revenue"

Shall mean, for any given calendar month, the revenue generated by the Games represented by the difference between the Customers' total wagers and Customers' winnings. Verified and accounted bonuses shall not exceed 20% of the revenue for the relevant month.

"Data Protection Laws"

Shall mean any and all applicable laws relating to data protection, the processing of personal data and privacy, including but not limited to:

1. the GDPR;



2. Directive 2002/58/EC (ePrivacy Directive) as implemented into applicable laws (in the UK by the Privacy and Electronic Communications (EC Directive) Regulations 2003), and as may be amended by the proposed Regulation on Privacy and Electronic Communications;
3. any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority or the European Data Protection Board.

2. License.

- 2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Licensee a non-exclusive license for the use of the Licensor's Internet Casino software system. The Licensee has the option to access the system through one or more Web sites.

3. Conditions of License

3.1 Ownership of Software. All rights, title and interest in and to the Casino software, and any copies thereof and all documentation, code and logic, which describes and/or composes such software remains the sole and exclusive property of Licensor or its agents, as the case may be, pursuant to the terms of Licensor's agreements with its agents, if any.

3.2 Casino Format. The Casino format shall remain standard as determined by the Licensor's sole discretion.

3.3 Non-Exclusive Agreement. Licensee acknowledges that this is a non-exclusive agreement and that Licensor will sell or license its Internet Casino software systems to as many other parties as are willing to enter into a licensing agreement with Licensor, including, without limitation, potential competitors to Licensee.

3.4 The Licensee shall not permit any third party to use or access the System, other than Customers for the sole purpose of playing the games in accordance with the terms of this Agreement, without Licensor's prior written consent.

3.5 The Licensee hereby acknowledges that it is licensed to use the System only in accordance with the express terms of this Agreement and not further or otherwise.

3.6 The Licensee agrees it shall not at any time be permitted to have any access to the server systems that host the games and the associated software and databases, wherever they may be.

3.7 Duty of Performance. Licensee hereby acknowledges and agrees that communication and timeliness of performance is an expressly essential consideration of this Agreement, and that failure to timely perform, respond, or deliver in accordance with this Agreement or in accordance with any schedule(s) as may hereafter be set forth in a separate writing, shall constitute a material breach of this agreement. In the case that termination based on failure to timely perform, respond, or deliver in accordance with this Agreement occurs, Licensors and Licensee have the right to request compensation for all work performed up until the termination of this Agreement.

4. Licensing Fees.

4.1 Monthly Fees. Licensors shall charge a monthly fee based on a percentage of Licensee's Net Monthly Revenue, in accordance with Exhibit A of this Agreement shall be due no later than the fifth day of the following calendar month.

4.2 Payment Timing. All monthly payments shall be delivered to Licensors no later than 5 days after receipt of the invoice.

5. Intellectual Property

5.1 Ownership of Intellectual Property Rights. All Intellectual Property Rights in the system, as well as additions, corrections, improvements thereto, and in any other proprietary software provided by Licensors to the Licensee will at all times remain the property of Licensors. The Intellectual Property Rights in all work done by the Licensors or its contractors for the Licensee remain with Licensors and are licensed to the Licensee hereunder together with the System.

5.2 Upon termination of Agreement. The Licensee agrees with the Licensors that at any time after termination of this Agreement, the Licensee shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the System or infringe any of the Intellectual Property Rights of the Licensors.

6. Confidentiality

6.1 The Licensee shall not disclose the Confidential Information of the Licensors to any third party without the prior written consent of the Licensors, nor shall the Licensee disclose the terms or contents of this Agreement to any third party who is not bound to maintain the confidentiality between the parties.

6.2 The Licensor shall not disclose the Confidential Information of the Licensee to any third party without the prior written consent of Licensee, nor shall Licensor disclose the terms or contents of this Agreement to any third party who is not bound to maintain the confidentiality between the parties.

6.3 Upon written demand from the other party to either return to the other party the Confidential Information disclosed by, belonging to or about the other party (and any copies) or to confirm to the other party in writing that it has been destroyed.

6.4 This whole clause constitutes an ongoing, continuous condition of this Agreement and shall endure beyond the termination of this Agreement (howsoever caused).

6.5 Each party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause.

6.6. The confidentiality obligations of each Party under this Agreement will not extend to any information that such Party can demonstrate:

- a. was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
- b. becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party;
- c. it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
- d. is acquired without a confidentiality undertaking by either Party from a third party who was not under an obligation to the Disclosing Party not to disclose such information;
- e. has been explicitly approved for release by prior written authorization of the Disclosing Party;
- f. has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information and parties shall mutually cooperate in order to decide which minimal volume of the confidential information must be thus disclosed.

6.7. The disclosing of Confidential Information by the Disclosing Party does not give to the Receiving Party any right of whatever sort to this Confidential Information.

7. Customer Data & Data Processing.

7.1 Database. The Licensor shall maintain a database containing the Customer Information for The Licensee.

7.2 Use of Customer Information. Licensor shall not disclose the Customer Information to any third party, however notwithstanding the foregoing, Licensor and its agents shall have the right to utilize the Customer Information exclusively with the following purposes: fulfilling obligations under this Agreement and for compliance with applicable laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Agreement, and for statistical purposes.

7.3 The Customer Information database, customer information and casino name of Licensee shall be considered as proprietary right of Licensee, and owner thereof, and Licensor shall not disclose or otherwise use, distribute or reveal the customer information without prior written consent of Licensee.

7.4. The Licensor shall be the Data Processor and the Licensee shall be the Data Controller of the customers' data. Both the Licensor and the Licensee are obliged to fulfil their obligations under the applicable Data Protection Laws.

7.5. Licensor shall not transfer Customer Data outside the European Economic Area save where there are adequate measures in place to ensure that the Customer Information is protected. Licensor shall notify the Licensee without undue delay upon becoming aware of any unauthorised or unlawful processing, loss of damage to or destruction of any Customer Information.

7.6. Licensor shall ensure that all individuals, parties, employees or other persons/entities authorised by Licensor to process Customer Information are bound by industry standard confidentiality obligations which include keeping Customer Information confidential.

7.7. Licensor take appropriate technical and organisational measures against the unauthorised or unlawful processing of Customer Information and against the accidental loss or destruction of, or damage to Customer Information.

7.8. Licensor shall upon the expiration or termination of this Agreement, promptly delete or return to the Licensee all Customer Information. Licensor shall not disclose Customer Information to any data subject or to a third party other than at the request of the Licensee, save as otherwise permitted under this Agreement;

7.9. Each of the Parties hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.



8. Term, Launch and Termination.

8.1 Term. This Agreement shall commence and be deemed effective on the date when fully executed (the "Effective Date"). This Agreement shall remain in effect for a period of 1 year from said Effective Date (the "Term") and shall be automatically renewed indefinitely for additional twelve (12) months term, unless one of the parties send the other party the termination notice via e-mail indicated in this Agreement not later than two (2) month prior to the termination date. This Agreement can be terminated unilaterally without cause by any party (the Licensee or Licensor) via written notice to the non-terminating party. This written notice will need to be given by the terminating party at least three (3) months in advance of the desired termination date.

8.2 Launch. The Licensee and Licensor agree to work together in good faith to integrate and launch the Games as quickly as possible.

8.3 This agreement may be terminated if one of the following events occur:

8.3.1. Termination for Failure to Pay Fees. The Licensor may terminate this Agreement at any time upon ten (10) days written notice if the Licensee is more than thirty (30) days in arrears in paying any monthly fees due. Licensee shall be allowed to cure the breach during the notice period, thus pre-empting Licensor's ability to terminate the Agreement in accordance with this section.

8.3.2. Bankruptcy. Either party may terminate this Agreement at any time upon ten (10) days written notice if the other party is subject to a petition in bankruptcy or insolvency proceedings, or ceases carrying on business for any reason for a period of one hundred and eighty (180) days or more.

8.3.3 Termination for Material Breach. Either party may terminate this Agreement at any time upon 10 days notice if the other party is in material breach of this Agreement for a period of more than thirty (30) days.

The breaching party shall be allowed to cure the breach during the ten (10) day notice period; if such material breach is cured within the ten (10) day notice period then the non-breaching party's right to terminate the Agreement for that specific noticed breach shall be extinguished.

8.4 Effect of Termination. Upon termination of this Agreement for whatever reason:

8.4.1 The Licensee shall promptly return to Licensor all of the system and all Intellectual Property Rights licensed, supplied or delivered by Licensor to the Licensee pursuant to this Agreement and all copies of the whole or any part thereof, and the parties shall promptly return to or if requested by the other destroy, any Confidential Information belonging to the other and, if requested by Licensor, the Licensee shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from

the magnetic media on which it is stored and certify in writing to Licensor that it has been destroyed;

8.4.2 Licensor shall be entitled to cease providing any services to the Licensee, and to cease operating any hardware and software that is being operated for the Licensee by or on behalf of Licensor under this Agreement, and delete all or any part of its system from any place of installation thereof;

8.4.3 The Licensee shall cease to use Licensor's trade secrets and technical know-how.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

9. Obligations of Licensor

9.1 Client/Server Software. Licensor will provide to Licensee the latest version of the Internet Casino server software as available for live release. Upon the payment of the initial fee the Licensor shall integrate the Casino software and/or any of the selected games into the one or more of the platforms and/or sites belonging to the Licensee.

9.2 Hardware. Licensor shall select, supply and maintain the hardware for operation of the Casino. Licensee shall pay Licensor all hardware costs. Maintenance of hardware shall be at Licensor's expense.

9.3 Office Space. Licensor shall provide office space required to house the hardware for operation of the Casino at a suitable location chosen by Licensor

9.4 Internet Connection and Monthly Hosting Fee. Licensor shall supply an appropriate connection to the Internet with sufficient bandwidth to properly operate the Casino.

9.5 Repairs. Licensor shall make all reasonable efforts to repair and correct any problems arising under Licensor's areas of responsibility that may arise from time to time which would cause Licensor to be unable to perform its obligations under this Agreement. However, Licensor nor its agents, employees or officers shall not be responsible or liable to Licensee or any other party, including Licensee's Customers, for any damages or losses resulting from failure of any equipment, hardware or telecommunication services or connections

The Licensee undertakes to serve a written notice to the Licensor of any request for Support Services providing a detailed description of the difficulties encountered and the issues that are expected to be addressed by the Licensor.

Reported issues shall be classified in one the following four severity levels, based on the definitions hereunder. Response times for each severity level are defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact on the Licensee's live environment resulting in the inability to use or access the Licensor's Internet Casino Software and system.	Less than two (2) business hours
High	The request has severe business impact, limiting the usage of the Licensor's Internet Casino Software and system. The live environment is still operational, but restricted.	Less than eight (8) business hours
Medium	The Licensor's Internet Casino Software and system's function in the Licensee's business environment, but there are functional limitations that are not critical in the daily operation.	Less than sixteen (16) business hours
Low	Minor infractions including documentation or cosmetic errors.	Less than forty (40) business hours

The Licensee must clearly indicate the severity level assigned in the Support Services Request sent to the Licensor. The Licensor will review the severity level assigned to the request and use commercially reasonable efforts to resolve and correct reported issues, working together with third-party providers where necessary.

Working times

Support Services in standard mode are provided Mon-Fri 10-19 EET excluding public holidays in the country of the development and support center of the Licensor.

9.6 Upgrades. New version system upgrades and new games released under new versions will be made available to Licensee for free under this Agreement.

9.7 Error Correction. All error corrections and enhancements to the Software after the execution date of this Agreement shall be offered for non-exclusive and non-transferable license to Licensee at no cost for the period of the Agreement.

9.8 Customer Support. Licensor shall supply technical support seven days a week for Licensee's casino customers for no additional charge. Licensor shall not be responsible for the provision of player customer support. Technical support shall be in the English language only.

9.9 The Games. Licensor and its agents shall determine the odds and betting limits for the Casino in their sole discretion. Licensor shall determine the games available in the Casino.

10. Operation of Software

10.1 Graphics Changes. Notwithstanding anything to the contrary in this section, any changes to the graphics of the Internet Casino Web site requested by the Licensee shall be made only in the absolute discretion of Licensor and charged to Licensee at the then prevailing market rates.

10.2 Warranty. Licensor warrants that the Random Number Generator used by the Software for the purposed of choosing game outcomes and shuffling cards are generated in an unbiased manner.

10.3 Overall Graphics. Initial graphics for the Web site and the games at the Licensee's Internet Casino Web site shall be determined by both Licensee and Licensor and implemented at the expense of Licensor.

10.4 Multiple Front Ends. Licensee shall have the right to create multiple front-end web pages that will direct users to the same Casino software system.

11. Disruptions

11.1 Temporary Disruptions. Licensee acknowledges that from time to time, as a result of hardware, equipment or telecommunication failures, including without limitation, supplier failures, or acts of God, the services provided under this Agreement may be temporarily disrupted. Licensee acknowledges and agrees that neither Licensor, its agents, employee nor officers will be liable to Licensee or any of Licensee's Customers for any special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.

11.2 Government Issues. Licensor shall not be held liable for any damages of any kind which result from government legislation or policy to be applied to the activity of the Licensee.

11.3 Force Majeure. Except as otherwise specifically provided herein, Licensor and its agents shall not be responsible for failure of performance of this Agreement due to causes beyond their control, including, without limitation, work stoppages, fires, civil unrest, riots, rebellions, acts of government, acts of God and similar occurrences.

12. Liability & Warranties

12.1 Representation of Understanding and Limitation of Liability. All parties and signatories to this Agreement represent and warrant that they have carefully read all of the terms and conditions of this Agreement, have fully reviewed its provisions with their attorneys, know and understand its contents and sign the same as their own free acts and deeds.

12.2 Limitation of Liability. Except as otherwise provided herein, Licensee acknowledges and agrees that neither Licensor nor its agents, nor any of their respective members, shareholders, directors, officers, employees, or representatives (collectively the "Licensor Parties") will be liable to the Licensee or any of the Licensee's Customers for any special, indirect, consequential, punitive or exemplary damages, or damages for lost profits or savings, in connection with this Agreement. If despite the foregoing limitations, any of the Licensor parties should become liable

to licensee or any other person (a "Claimant"), the maximum aggregate liability of the Licensor Parties shall be limited to the lesser of the actual amount of loss or damage suffered by Claimant or the sum of Licensee's fees payable by the Licensee to Licensor within the twelve months prior to the loss.

12.3 Activities of Licensee. Licensee shall indemnify, defend and hold harmless, Licensor and its agents and all Licensor Parties (the "Indemnified Parties") from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded against any of the Indemnified Parties in connection with Licensee's activities under this Agreement, including, without limitation, claims brought by a person using or relying on any advice given or publication produced and distributed by Licensee.

12.4 Activities of Licensor. Licensor shall indemnify, defend and hold harmless, Licensee and its agents, affiliated companies and/ or employees and all Licensee Parties (the "Indemnified Parties II") from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded against any of the Indemnified Parties II in connection with Licensor's activities under this Agreement, including, without limitation, claims brought by a person using or relying on any advice given or publication produced and distributed by Licensor.

12.5 Limitation of warranties. Except where otherwise stated in this agreement, Licensor disclaims all express and implied warranties with regard to this agreement, including warranties of merchantability and fitness for a particular purpose.

12.6 Warranty on Software. Licensor warrants that it is the copyright holder of the source code and software system being licensed herein and Licensor warrants and represents that the source code and software system is free of any lien or encumbrance from any third party; and, Licensor further warrants and represents that Licensor is not in violation of any other licensing agreements with any other person, party, company or corporation by entering the Agreement herein with Licensee. Licensor shall, upon Licensee's first request, indemnify and hold harmless Licensee and each of its respective successors, assigns, and its associates, affiliates, parent or subsidiary corporations, including each of their respective shareholders, officers, directors, employees, owners and affiliates (all of the foregoing "**Indemnified Parties III**") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "**Claim**") against any Indemnified Party III arising out of claims: (i) that the Licensed Software (the Licensor's Casino software system) or any of its parts infringes any intellectual property right of any third party; or (ii) Licensor's breach of its obligations, representations or warranties of this Agreement. 12.7. Licensor warrants and represents to Licensee that:

- a. The Licensed Casino software system, when delivered to the Licensee, and any related component thereof provided by Licensor, will not include any known trap doors, back doors,

worms, time bombs, cancelbots, metering or other computer programming routines that will damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information.

b. It shall inform the LICENSEE where updates, upgrades and/ or new releases, includes critical bug fixes related to remedy negative impact on system operations, End Users and revenues, and the LICENSOR and the LICENSEE shall work closely together to implement them without any due delay.

c. It shall co-operate with the LICENSEE and the LICENSOR's affiliates or competent law enforcement or regulatory agencies, as the case may be, in investigating and responding to any notified or observed incident of unauthorized or suspected unauthorized access, use or fraud in relation to the Licensed Casino software system.

d. It shall use all reasonable commercial efforts to ensure that the Licensed Casino software system do not contain software errors or defects which would enable the Licensed Casino software system to be exploited by End Users for unlawful gain, unfair advantage or to obtain winnings that are statistically unlikely.

13. Financial Transactions

13.1 Transaction Processing System. Licensee shall own and be responsible for all payment systems. If necessary, Licensor shall integrate initial payment systems to the casino software as part of the initial fee.

13.2 Funds Control. Licensee shall receive deposits of funds to be used by the Licensee's Customers, directly from Licensee's Customers via any method including but not limited to Western Union, wire transfer, Paypal, Netteller, debit card, check or through Licensee's merchant accounts. Licensee shall make payments and debits from this account in accordance with Licensee's Customers' wins/losses and pay any appropriate revenues to Licensor pursuant to Exhibit A. Payment shall be due to Licensor not later than the fifth (5) day of each month for revenues received from the Casino's previous calendar month of operation.

13.3 Termination clause. Upon termination of the Agreement herein, Licensee will provide Licensor with a current Financial Statement and will guarantee payment of all funds due to Licensor for the services rendered hereunder from any Licensee's account.

14. Accounting

14.1 Records. Licensor shall maintain records of all transactions and wagers placed in the Casino. Licensor shall provide Licensee with real time access to said records online.

14.2 Information Requests. No fees are payable for regular reporting system provided to Licensee for the purpose of calculating Net Monthly Revenue.

14.3 Accounting Reports. Licensor shall provide accurate and complete real time reports pertaining to all gaming/wagering transactions of the Casino as defined by Licensor via the online

reporting system in the Casino Manager. The Casino Manager shall be the basis of all accounting issues with respect to calculating any and all revenues and royalty payouts.

14.4 Use of Accounting Information. Licensor and its agents shall have the right to use the accounting information for statistical and reporting purposes provided that specific information about the Licensee is not disclosed.

14.5 Licensee shall be solely responsible for determining the jurisdictions in which it chooses to accept and/or to receive wagers. However, notwithstanding the foregoing, Licensee agrees that it will not solicit wagers from any jurisdiction which have been specifically prohibited by Licensor.

15. Notices

All notices or other documents under this Agreement shall be in writing by email with confirmed receipt, addressed to the party being noticed at its last known address.

On the part of the Licensor:

e-mail: kerop.torosian@betsoft.com

On the part of the Licensee:

e-mail: nadiia@gagaringroup.com and copy to info@g-force-corporate-services.com

16. The Regulation of this Agreement

16.1 Entire Agreement. This agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No statements or representations made by either party have been relied upon by the other in agreeing to enter into this agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

16.2 Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the parties and signatories have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective.

16.3 Non-waiver. The failure of any party to insist upon the performance of any term or condition in this Agreement, or the failure of any party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein.

16.4 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

16.5 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assignees. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the parties, their successors and assignees, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

16.6 The parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein.

16.7 If any party hereto is a corporation, the signatory for any such corporation represents and warrants that they possess the authority and have been authorized by the corporation to enter into this Agreement.

16.8 Severability. If any provisions of this Agreement is held by a court to be unenforceable or invalid for any reason, the remaining provisions of this agreement shall be unaffected by such holding. If the invalidation of any such provision materially alters the agreement of the parties, then the parties shall immediately adopt new provisions to replace those which were declared invalid.

16.9 Exhibits Incorporated by Reference. All exhibits referred to herein are incorporated by reference and are so incorporated for all purposes.

16.10 Assignment of this Agreement. Any Party's interest in this Agreement shall not be sold, assigned, pledged, encumbered, or transferred by that party without the written consent of the other Party.

16.11 Time of Essence. Time is of the essence under this Agreement.

17. Regulatory Issues

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

19. Miscellaneous

18.1 No Employment Contract. Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either party as a partner, joint-venture, employee, or agent of the other, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions.

18.2 Attorneys Fees. Each Party pays its own attorney fees.

18.3. The counterparts of this Agreement duly signed by the authorized representatives of both Parties being transferred from one party to the other via e-mails shall have the legal force of the originals until the moment of the exchange of the original documents.

IN WITNESS WHEREOF, the parties and signatories execute this Agreement on the dates indicated.

FOR LICENSOR

Date: 08/12/2020

By: 

FOR LICENSEE

Date: _____

By: 

Gouloud Mercedes Hammoud

on behalf of Global Related Services B.V.
Statutory Director

Date: December 2, 2020

PlayDOM B.V.
Commercial Registry nr. 145097
Curaçao

Exhibit A:

Monthly fee Schedule calculated on net revenue for RNG Casino games, payable to Betsoft Gaming in EURO via wire transfer.. All royalty percentages below are worked out as follows - Bets minus winnings, minus bonuses (capped at 20%) = Casino result.

Flat 9% Royalty Rate

A monthly minimum fee of **Euro 3,000** will be activated on the 3rd month after Launch and will be valid until termination of this agreement.

