

SOFTWARE LICENSE AND SERVICES B2C AGREEMENT

This License Agreement ("Agreement") is made on 01/06/2018 ("Effective Date") by and between:

PARTIES

- (1) **Game Vector N.V.**, a body corporate registered in Curacao (Number: **146439**), whose registered address is at **E-Commerce Park Vredenberg Dr. M.J. Hugenholtzweg Z/N** (hereinafter referred to as the "Supplier");

And,

- (2) **PlayDOM B.V.**, a body corporate registered in Curacao (Number: **145097**), whose registered company address is **Kaya Richard J. Beaujon Z/N, Curacao** (hereinafter referred to as the "Customer")

(individually a "Party" and together "Parties")

WHEREAS

- A. Supplier is in the business of licensing interactive gaming software and providing related services.
- B. Customer is in the gambling business which will include the business of operating website(s) from which it proposes to offer a remote gaming environment for the enjoyment of gamblers ('End Users').
- C. Customer has agreed to license and use Supplier's gaming software in the operation of its gaming website(s) pursuant to the terms and conditions of this Agreement.
- D. Supplier has agreed to supply interactive gaming products for Customer pursuant to the terms and conditions of this Agreement.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Affiliate	means in relation to a Party (i) any ultimate or intermediate holding company of such Party (ii) any subsidiary of that Party and (iii) any subsidiary of any such ultimate or intermediate holding company in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B) and where "control" means either a holding by Entity A of more than 50% of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the directors of Entity B or Entity A having by agreement or otherwise the power to direct the affairs of Entity B
Change of Control	means a change in the ownership or control (directly or indirectly) of more than 50 per cent. of the voting share capital of the relevant undertaking, or the ability to direct the casting

	of more than 50 per cent. of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters; or the right to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters;
Client Software	means the user interface portions of the Gaming Software and any other software used by Customer in connection with the Gaming Software.
Gaming Software or Remote Gaming System	means the object code versions of the remote gaming software that includes the Online Games and game management application(s).
Gaming Server	means the server, or servers as may be permitted herein, upon which the Gaming Software and all necessary third party software is installed and which is linked to the Website.
Gaming Taxes	means any and all fees, duties, levies, taxes and charges incurred directly by the Customer in relation to the transactions of End Users, or by End Users directly, which are charged by any governmental or regulatory authority in any territory and whether such fees, duties, levies, taxes and charges are charged by reference to turnover or profitability or as fixed charges or otherwise
Gross Gaming Revenue (GGR)	means the aggregate income which is received by Customer or due from any associate of the foregoing in connection with the activities of the Online Games, which shall be calculated as the total monies wagered on all games less all winnings, but before governmental sales, excises or other taxes or tariffs imposed on the use of the Gaming Software or operation of the Online Games and before any operating, administrative or other expenses. For the purposes of this Agreement where Gross Gaming Revenue for a particular month results in a negative number that negative amount will be carried forward and set against Gross Gaming Revenue in any subsequent month(s) until extinguished. For the purposes of calculating Gross Gaming Revenue, the transaction data stored from the operation of the Suppliers games shall be used conclusively to determine all wagers and winnings
Electronic Distribution	means the electronic delivery of remote gaming software using online services, the Internet, phone lines or other data transmission facilities, any portable computer, mobile device, cable systems, servers, satellite or other public or private access network or electronic communication media.
End User	means an individual whom Customer permits to access and utilize, but not to further distribute, the remote gaming software.
Group	means in relation to a company, its parent and subsidiary companies and parents and subsidiaries of such companies including any 50% or greater owned joint venture companies.
Launch Date	means the date at which the Online Games are made available to End Users for the first time as defined by the date of the first real-money wager being recorded in Supplier' Database.

License Fees	means the monthly payments to be made by Customer to Supplier as described in Appendix A hereof for all licensing and services under this Agreement as a percentage of Net Gaming Revenue.
License	means the license to the use of the Gaming Software as described in Section 3 hereof.
Net Gaming Revenue	is equivalent to Gross Gaming Revenue minus any agreed Marketing Deductions (as per the commercial terms outlined in this agreement) less Gaming Tax, if applicable.
Marketing Deductions	means bonus monies to be wagered on Supplier's Online Games which are offered to End Users by the Customer for the purposes of encouraging game play by said End Users.
Online Games	means the Gaming Software as installed and operated on the Gaming Server and includes access to the Gaming Server via Customer's Internet website and Mobile site or native apps.
Proprietary Information	has the meaning set out in Section 6.
€ or Euro	means the common currency of the European Union Member States
Restricted Jurisdiction	means a legal jurisdiction pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is prohibited or otherwise unlawful.

- 1.1 Terminology:** Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 1.2 Sections and Headings:** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or an Appendix refers to the specified section of or Appendix to this Agreement.
- 1.3 Number, Gender and Persons:** In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- 1.4 Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- 1.5 Successors and Assigns:** This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

1.6 Time of Essence: Time shall be of the essence of this Agreement.

1.7 Amendment and Waivers: No amendment or waiver of any provision of this Agreement shall be effective or binding on any party unless reduced to writing by and signed by duly authorized representatives of each party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

2. ONLINE GAMES DEVELOPMENT AND MANAGEMENT

2.1 Online Games Design and Construction: Supplier will:

- a) Provide a single instance of the Suppliers Remote Gaming System for the use of Customer to solicit wagers from Customer's End-Users.
- b) Ensure that the Remote Gaming System meets the ongoing requirements of the necessary jurisdictional bodies.
- c) Provide, from time to time as may be required by the Customer, additional instances of the Remote Gaming System as a sub-system of the main instance to enable the Customer to operate multiple branded Web and Mobile sites using the one instance of the Supplier's Remote Gaming System. Additional charges may be applicable for this service as per the agreed Commercial Terms detailed in Appendix A.

2.2 Setup and Integration: Supplier will (and Customer will cooperate with Supplier as needed) perform the initial setup and integration and all maintenance, repairs and upgrades to the Remote Gaming System under this Agreement.

2.3 Account Manager: Supplier will allocate Customer a nominated Account Manager who shall respond to all operational and administrative queries related to the daily operation of the Customer online casino as soon as possible.

3. GRANT OF SUBLICENSE

3.1 Sublicense: Subject to the terms and conditions hereof Supplier hereby grants to Customer and Customer accepts from Supplier: (i) a worldwide, non-exclusive, nontransferable (except in accordance with the assignment provisions contained herein) sublicense to use the Gaming Software only in connection with the operation of the Online Games and to transmit the Client Software only in object code form to End Users by means of Electronic Distribution; and (ii) a worldwide, non-exclusive, non-transferable (except in accordance with the assignment provisions contained herein) license to use and to grant to End Users the right to use the Client Software in object code form, only while connected to the Gaming Server.

3.2 Restrictions:

- a) Customer shall not, and shall not authorize any third party to, reverse engineer, decompile or disassemble the Gaming Software or to attempt to do the same. If Customer becomes aware of the source code of the Gaming Software it shall not make use of the same in any way nor shall it disclose the same to any party.
- b) Customer shall be solely responsible for determining the jurisdictions in which it chooses to accept and/or to receive wagers on the Online Games provided that Customer agrees that it will not solicit wagers from any jurisdiction where it is legally prohibited to do so.
- c) Notwithstanding anything contained in this clause Customer agrees that,
 - I. It will not solicit or accept wagers either directly or indirectly or any other third party using the Online Games from residents of the United States of America
 - II. If asked by Supplier then Customer will cease allowing either directly or indirectly or any other third party use of the Online Games from residents of any country, state, territory or other jurisdiction which the Supplier states Customer may not accept wagers from. Such restrictions would be universal across Supplier's entire Licensee base and would not be specifically restricted to the Customer.

3.3 No Further Sub-License: Customer shall have no right to sub-license or otherwise make available the rights granted to Customer in section 3.1 to any third party (related or otherwise) and Customer shall only use such rights in connection with its operation of the Online Games.

3.4 Payment: Customer shall pay License Fees to Supplier as per Appendix A on a monthly basis commencing at the Launch Date. License Fees shall be calculated monthly in arrears and paid within fourteen (14) days of the invoice date.

3.5 Taxes: Customer shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the use of the Gaming Software by Customer.

3.6 Records: Customer will maintain, in accordance with generally accepted accounting principles in Customer's jurisdiction of incorporation, complete and accurate books and records in respect of its operation of the Online Games and the GGR and all amounts

received and paid in connection therewith and all License Fees due or paid to Supplier.

- 3.7 **Audit:** Supplier shall have the right, on reasonable notice to Customer, no more often than once in any twelve (12) month period, to appoint an independent third party to examine Customer's books and records as they relate to the Online Games, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the expense of Supplier unless the audit reveals an underpayment by Customer of greater than five (5%) percent in which case the audit shall be at the expense of Customer. Customer shall forthwith pay to Supplier the amount of any deficiency identified by the audit.

4. INTELLECTUAL PROPERTY OWNERSHIP

- 4.1 **IP Ownership:** Customer agrees that ownership of the copyright and all other intellectual property rights and title in and to the Gaming Software and other software or materials used or developed by Supplier shall reside in Supplier and that Customer possesses no ownership or claim to ownership of any such rights or title. Such software and other materials proprietary to Supplier or others shall be deemed to include, by way of example and not in limitation, methods, methodologies, portions of software code, common object source code, systems architecture, menu structures, database schema, generic documentation text, interface components and design elements commonly used by Supplier or its parent or subsidiary corporations or which are normally used in Supplier's business, or that of its parent or subsidiary corporations.
- 4.2 Each of the Parties agrees to refrain from any act or omission that derogates from or infringes upon the exclusive proprietary rights of the other. In the event that a party becomes aware that a third party or third parties are improperly using the intellectual property, or any part thereof, or infringing upon any proprietary rights of the other, it will promptly notify the other party of all facts known to it relating to such use.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 **Supplier's Representations and Warranties:** Supplier warrants and represents to Customer as follows and acknowledges that Customer is relying on such representations and warranties in entering into this Agreement and the transaction contemplated in this Agreement;
- a) **Capacity** It has the necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary gaming licenses and, where necessary, rights to pass on the benefit of the same, in order to perform its obligations and enable Customer to gain the benefit of the terms of this Agreement.

- b) **No Infringement:** To the best of its knowledge, information and belief, the License of the Gaming Software to Customer as contemplated herein will not infringe upon any patents or copyrights of any third party.
- c) **Supplier Licenses:** Supplier will ensure that the Gaming Server and the Online Games are and remain compliant with all gaming licensing jurisdictions that are relevant to the Customer and Customer's End Users, though Supplier shall, at its own discretion, be the sole arbiter of which jurisdictions Supplier will and will not procure licensing and certification of itself and its products under.

5.2 Limitation: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT THE SOFTWARE IS PROVIDED AND LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith BY SUPPLIER.

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

- a) **Capacity:** Customer has the necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary gaming licenses and, where necessary, rights to pass on the benefit of same, in order to perform its obligations and enable Supplier to gain the benefit of the terms of this Agreement
- b) **Use of Software:** Customer will use the Gaming Software only in accordance with in compliance with the laws of the jurisdiction in which the Online Games will operate and in compliance with the restrictions set out in subsection 3.2
- c) **Conduct of Business:** Customer will pursue the operation of the Online Games during the term of this Agreement in a lawful commercial manner and to the best of its ability; and
- d) **Unauthorized Use:** Customer will not permit any third party, other than a registered End User, to use the Gaming Software for real money game play.
- e) **Risk Tolerance:** Customer understands and accepts that in order to limit the maximum award payout of any Supplier game title that Customer will need to agree with Supplier the maximum wager limits for each individual game that Supplier offers.
- f) **Customer accepts on behalf of themselves and their Licensees the financial risks inherent in offering Supplier's**

game titles both existing game titles and future releases, to End Users.

- g) Customer understands and accepts that it is the Customer's responsibility to ensure that game wager amounts correspond to the Customer's risk tolerance levels.

6 CONFIDENTIALITY & NON-DISCLOSURE

6.1 Proprietary Information: Documentation and information (including electronically, orally or visually disclosed information) are confidential and "Proprietary Information" for the purposes of this Section 6 and subject to the provisions of subsection 6.6, if (a) it is designated as confidential or proprietary, by letter, stamp or legend (b) it would be apparent to a reasonable person, familiar with the disclosing party's business or the industry in which it operates, that such information is of a confidential or proprietary nature, or the disclosing party, within ten (10) days of a disclosure, indicates to the receiving party that such disclosure is confidential. Proprietary Information shall not include information defined as Proprietary Information above which the receiving party can conclusively establish (i) was in the possession of the receiving party at the time of disclosure, (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed, (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information, or (iv) was independently developed by the receiving party. All such Proprietary Information shall be treated confidentially by the receiving party and its employees, contractors and agents and shall not be disclosed by the receiving party without the disclosing party's prior written consent. However, the receiving party may disclose Proprietary Information of the disclosing party in accordance with judicial or other governmental order, provided that receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

6.2 Treatment of Proprietary Information: Neither party shall in any way duplicate all nor any part of the other party's Proprietary Information, except in accordance with the terms and conditions of this Agreement. Each party shall have an appropriate agreement with each of its employees, contractors and agents having access to the other party's Proprietary Information sufficient to enable that party to comply with all the terms of this Agreement. Each party agrees to protect the other's Proprietary Information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such Proprietary Information.

6.3 Further Treatment of Proprietary Information: Each party agrees to hold the other party's Proprietary Information in trust and confidence for such party and not to use the same other than as expressly authorized under this Agreement. Each party agrees not to disclose any such Proprietary Information without the prior written consent of the other, to anyone other than that party's employees, contractors

and agents who have a need to know same to carry out the rights granted hereunder.

- 6.4 **Action to Protect:** Each party shall promptly report to the other any actual or suspected violation of the terms of this Section 6, and shall take all reasonable steps to prevent, control or remedy such violation.
- 6.5 **Equitable Relief:** In recognition of the unique and proprietary nature of the information disclosed by the parties, it is agreed that each party's remedies for a breach by the other of its obligations under this Section 6 shall be inadequate and the disclosing party shall, in the event of such breach be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.
- 6.6 **Proprietary Information:** For the purposes of this Agreement and notwithstanding any provisions to the contrary, the Gaming Software, and all upgrades or modifications to the same and all materials related thereto, including the terms and provisions of this Agreement, shall be treated as Proprietary Information of Supplier and all client information of Customer shall be treated as Proprietary Information of Customer.

7. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 7.1 **Supplier Trademarks:** Supplier grants to Customer the worldwide, non-exclusive, nontransferable limited use of Supplier's trade names, service marks and any trademarks of which Supplier is the registered owner or which Supplier may obtain in the future (the "Supplier Trademarks") only as they are incorporated into the Online Games, only for the duration of this Agreement and solely in connection with and in accordance with this Agreement. Customer will not at any time do any act or permit any of its employees, agents, affiliated or subsidiary companies to do any act which may directly or indirectly impair, derogate from or infringe the rights of Supplier in the Supplier Trademarks.
- 7.2 **Compliance:** In order to comply with Supplier's quality control standards, Customer will: (i) use the Trademarks in compliance with all relevant laws and regulations; and (ii) not modify any of the Trademarks in any way and not use any of the Trademarks on or in connection with any goods or services other than as contemplated in this Agreement.

8. LIABILITY AND INDEMNIFICATION

- 8.1 **Limitation of Liability:** IN NO EVENT WILL EITHER PARTY OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION OF EITHER PARTY, BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, OR FOR ANY LOSS OR DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OF THE GAMING SOFTWARE, OR FROM ANY LOSS OF DATA, PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL, IN EACH CASE ARISING OUT OF OR IN ANY WAY

CONNECTED WITH THE ONLINE GAMES OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE GAMING SOFTWARE, OR OTHER MATERIAL WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT THE PARTY CONCERNED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY WILL ACCEPT LIABILITY ARISING OUT OF OR RELATING TO ANY BANNER, ADVERTISING MATERIAL OR ANY MATERIAL CREATED BY THE OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY FAILURE TO MAKE PAYMENTS DUE UNDER THIS AGREEMENT OR ANY BREACH OF SECTION 6.

- 8.2 Aggregate Liability:** Without limiting the general exclusion of liability as provided in subsection 8.1, the liability of each of the parties and any of its associates, affiliates, parent or subsidiary corporations, to the other party, whether for negligence, breach of contract, misrepresentation or otherwise will in respect of a single occurrence or a series of occurrences will in no circumstances exceed the amount of €20,000 (Twenty-Thousand Euros).

9 TERMINATION

9.1 Term

- a) The initial term of this Agreement will be for a period of Thirty-Six (36) months from the Effective Date at which point it shall terminate if either party has served at least 3 months written notice of an intention to terminate.
- b) After the expiry of the initial term this Agreement, if neither party has served written notice of an intention to terminate, will automatically continue until it is terminated either: (a) by Supplier on no less than three months' written notice to Customer, or (b) by Customer on no less than three month's written notice to Supplier.
- c) At any point after the Effective Date this agreement can be terminated (a) by Supplier on no less than three months' written notice to Customer, or (b) by Customer on no less than three month's written notice to Supplier.

- 9.2 Termination on Change of Control:** Either party may terminate this Agreement in the event of the Change of Control of the other party to a direct competitor of the other party following service of 21 days notice in writing provided that such party reasonably determines that the Change of Control will adversely affect the party electing to terminate.

- 9.3 Terminate For Cause:** Either party may terminate this Agreement

- 9.3.1** effective immediately upon written notice for cause or if the other party becomes insolvent, makes a general



assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is involuntarily petitioned into bankruptcy, suffers or permits the appointment of a receiver for its business assets, or is wound up or liquidated, voluntary or otherwise;

9.3.2 effective immediately upon written notice in the event that a change in law or regulation requires it or otherwise makes the activities of a party anticipated by this agreement illegal or if any applicable jurisdictional / regulatory body require it;

9.3.3 on 30 days written notice to the other party if that other party commits a material breach of this Agreement and fails to remedy such material breach (if capable of remedy) within 30 days of receipt of such notice.

Any such event or occurrence shall constitute a default under this Agreement. If any of the above events occur, the subject party shall immediately notify the other party in writing of its occurrence.

9.4 Effect of Termination: Upon termination of this Agreement, for any reason, the rights and licenses granted to Customer by Supplier hereunder shall terminate immediately and Customer shall cease all use of the Gaming Software and shall, at the option of Supplier, either return to Supplier or destroy all copies of the Gaming Software in the possession of Customer and Supplier shall be entitled to unilaterally take any and all steps or actions it may deem necessary to enforce this subsection 9.4.

9.5 License Fees: Subject to any claim or setoff rights of Customer in respect of such termination, no termination of this Agreement shall release Customer from its obligations to pay Supplier any License Fees which accrued prior to such termination or which shall accrue to Supplier after the effective date of such termination as a result of Customer's use of the Gaming Software after the termination of this Agreement. By way of clarification, Customer shall not be responsible for payment of License Fees to Supplier beyond such time as the use of the Gaming Software by Customer has been discontinued.

9.6 Non Payment:

9.6.1 Notwithstanding anything contained herein, non-payment by Customer of any License Fees provided for herein, at the times specified herein, which non-payment continues for 15 days after written notification from Supplier referring to this Clause, shall entitle Supplier to terminate this Agreement on 24 hours verbal or written notice and in such event Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Gaming Software.

9.6.2 Should Supplier issue three or more written requests over the life of this agreement for payment then this

shall entitle Supplier to terminate this Agreement on 24 hours verbal or written notice and in such event Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Gaming Software.

9.7 Survival: Upon termination of this Agreement, then notwithstanding such termination, all obligations under Section titles: "Representations and Warranties" and "Liability and Indemnification" shall survive and continue to bind the parties for two years after the date of termination. Notwithstanding termination, unless otherwise provided herein, all obligations under Section titles: "Intellectual Property Ownership", "Confidentiality and Non-disclosure" and "General" shall survive and continue to bind the parties for the maximum period permitted under governing law.

9.8 Refunds/Payments: Subject to any limited claim or setoff rights of Customer in respect of such termination, as provided for herein, upon termination of this Agreement, Customer shall not be entitled, nor shall Supplier be obliged to pay any refund to Customer of sums paid by Customer to Supplier prior to termination, which sums have been paid and have been earned by Supplier at the date of termination, and Customer shall pay to Supplier all sums accrued and owed Supplier up to and including the date of termination. All such sums shall be determined in accordance with the terms of this Agreement.

9.9 Termination by either party: In addition to any other remedies provided in this Agreement, either party shall have the right to terminate this Agreement upon notice to the other, in the event of any of the following:

Criminal Conviction - immediately in the event that either:

- a) Any principal, owner, director, officer or manager of a party is convicted in a criminal proceeding and the other party reasonably determines, in its sole discretion, that such conviction has harmed its general goodwill or reputation, or the general goodwill of the industry as a whole; or
- b) A party determines, in its reasonable opinion, that the other party has withheld or is withholding information concerning a principal, owner of a material interest in, director, officer or manager and the party reasonably determines, in its sole discretion, that such information has harmed its general goodwill or reputation; or
- c) A party determines, in its reasonable opinion, that a person convicted in a criminal proceeding is a direct or equitable owner of, or has entered into a contract to become a direct or equitable owner of a material interest in the other party and the first party reasonably determines, in its sole discretion, that such ownership has harmed or will harm its general goodwill or reputation

10. GENERAL

- 10.1 Notice:** Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery, recorded delivery or courier delivery whose address for the receipt of such document is as follows:

If to Supplier:	If to Customer:
Attn: Managing Director Playson Ltd 12 Tigne Place, Office M4 Tigne Street Sliema SLM 3173 Malta And copy by email to: Attn: Managing Director Email: if@playson.com	Attn: Managing Director PlayDOM B.V. Kaya Richard J. Beaujon Z/N, P.O. Box 6248, Curacao And copy by email to: Attn: Managing Director Email: s.romanenko@pokerdom.com

or to such other address for delivery or facsimile as a party may, in writing, direct. Any notice so given will be deemed to have been received on the date it was delivered or transmitted. Delivery of a "copy" of any communication as provided for above shall be a required condition of proper delivery hereunder.

- 10.2 Governing Law:** This Agreement will be governed in all respects by the laws of Malta and any dispute thereunder will be subject to the exclusive jurisdiction of the courts of Malta. The parties irrevocably submit to the sole jurisdiction of the courts of Malta.
- 10.3 Remedies:** The parties acknowledge that the unauthorized use or release of the Proprietary Information of each or any part thereof, except as provided herein, would result in damages to the other party which could not be adequately compensated for in damages by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available at law or in equity, the damaged party will be entitled, as a matter of right, to apply to a court of competent equitable jurisdiction for relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with this Agreement.
- 10.4 Force Majeure:** Except in relation to the obligation of Customer to make License Fee payments under this Agreement, a party will not be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfill any terms or provisions hereof if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that party and which could not have been prevented by that party exercising reasonable diligence.

- 10.5 Further Assurances:** The parties covenant and agree to make all applications, execute all other deeds, documents, instruments and assurances, and do such further and other acts as may be necessary or desirable to carry out the true intent and meaning of this Agreement, and to give full effect to the transactions contemplated or intended hereby.
- 10.6 Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the parties are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the parties hereto relating to the subject matter hereof.
- 10.7 Amendment:** No amendment or other modification of this Agreement will be valid or binding on either party hereto, unless in writing and executed by the parties hereto.
- 10.8 Assignment:** Neither party may assign this Agreement nor the rights granted hereunder without the prior written consent of the other which consent shall not be unreasonably withheld; provided that either party is expressly permitted hereby to assign this Agreement to a successor corporation in the event of a merger or other reorganization in which it is not the surviving entity; and provided further that either party is expressly permitted hereby to assign all or any part of its rights under this Agreement to a parent, affiliate or wholly-owned subsidiary provided that any such organization is able to perform under this Agreement and agrees to be bound by the terms hereof and that written notice of such assignment is provided by the assigning party to the other party and provided always that the assigning party guarantees the due performance and obligations of any assignee.
- 10.9 Counterparts:** This Agreement may be executed by fax or email and in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

11. Arbitration

Any dispute arising out of or in connection with this Agreement, whether in contract or tort and including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Malta by one or more arbitrators according to the arbitration laws of Malta in force at the date of notice from one Party to the other requiring arbitration. All arbitration proceedings, including all notices sent, filings made and testimony and documentary evidence, shall be in the English language.

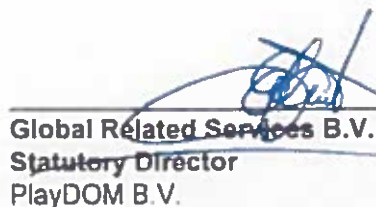
EXECUTED by the parties hereto effective as of the day and year first above written.

Game Vector N.V. by its authorised signatory, who is duly authorized to bind the entity:



Ivan Farrugia
Director
Game Vector N.V.

PlayDOM B.V. by its authorised signatory who is duly authorised to bind the entity:



Global Related Services B.V.
Statutory Director
PlayDOM B.V.

PlayDOM B.V.
Commercial Registry nr. 145097
Curaçao

Effective Date (as per Page 1 of this agreement): 01/06/2018

APPENDIX A – COMMERCIAL TERMS OF THE AGREEMENT

1. SYSTEM INTEGRATION FEE

The System Integration Fee payable by Customer to Supplier shall be set at 0 (Zero).

2. LICENSE FEE

The Customer shall pay to Supplier a monthly License Fee to be calculated on monthly Net Gaming Revenue (NGR) generated by the Online Games. The License Fee shall be calculated based on the aggregated NGR. Net Gaming Revenue is defined as per the below and is calculated in the Gaming Software currency.

NGR = All Wagers – All Payouts – Bonus Deduction Cap

The Monthly License Fee shall be calculated as provided in the below table.

Share of Monthly NGR	Monthly License Fee
€ 0 +	8%

3. Monthly Minimum License Fee

There are no minimum license fee requirements.

4. BONUS DEDUCTION CAP

The Bonus Cap is taken into account when determining the Net Gaming Revenue (NGR). However, the quota of Bonus Deduction Cap exceeding 15% of the monthly Wagers minus Payouts shall be borne entirely by the Customer and shall be discarded from the purpose of calculation of the monthly license fee. Customer shall provide a report to Supplier in respect of the Bonus Deduction Cap by no later than the fifth working day of the month. Any late reports shall be disregarded.

Sample Reconciliation

Item	Value (EUR)
All Wagers:	1,000,000
All Payouts:	900,00
Gross Gaming Revenue:	100,000
Bonus Deduction:	15% * GGR = 15,000
NGR:	GGR - National Gaming Tax - Bonus Deduction = 100,000 - 15,000 = 85,000
Monthly Fee:	8% * NGR = 6,800