

CASINO SOFTWARE PERMIT AGREEMENT

THIS AGREEMENT has been entered into as of December 08, 2021

BETWEEN;

VOLT ENTERTAINMENT B.V., a company registered in Curacao with company number 136003 and whose registered office is at Heelsumstraat 51, E-Commerce Park, Curaçao, Dutch Caribbean (hereinafter referred to as the "**Grantor**");

AND

PlayDOM B.V. a limited liability Company incorporated under the laws of Curacao, bearing company registration number 145097 and having its registered office Kaya Richard J. Beaujon Z/N, Curacao, hereinafter referred to as the "**Company**").

Both are hereinafter also referred to individually as "**Party**" or collectively as "**Parties**".

RECITALS

WHEREAS;

- (i) The Grantor is a Company incorporated under the laws of Curacao and duly authorised to carry out remote gaming activities in terms of Curacao licence;
- (ii) The Company is a company incorporated under the laws of Curacao and duly authorised to carry out remote gaming activities in terms of the sublicense under the licence number No. 1668/ JAZ issued by Government of Curacao to Curacao eGaming
- (iii) The Grantor has a rightful legal title to all the rights in the Software except for any portions identified as consisting of, or incorporating, third Party software;
- (iv) The Parties desire the Software to be utilised for the Business Activity in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE THE PARTIES HAVE TODAY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement (including all Schedules attached hereto) the following words and expressions shall have the following meanings unless the context otherwise requires:

- 1.1 Agreement** means this Casino Software Permit agreement including any Schedules attached hereto as the same may be amended, varied and/or supplemented from time to time;
- 1.2 API** means application program interface;
- 1.3 Applicable Laws** means all applicable laws, orders, regulations, legal requirements, codes (including the applicable codes, regulations and standards of all Regulators) in force at the relevant time;
- 1.4 Bets** means the total amount of the combined bets by the Registered Players on any of the Casino Style Games in each relevant Month;
- 1.5 Bonuses** (or Bonus costs) means bonus costs including but not limited to free rolls, free spins, bonus money on deposit, bonus money on registration, and bonus based loyalty programs, tournament prizes and chargeback;



- 1.6 Business Activity** means the purpose for which the Software will be used, that is the provision of on-line Casino Style Games by the Company to its Registered Players through the Gaming Site;
- 1.7 Bonus Amount Deduction** means the agreed amount which is deducted from the Casino Result before calculation of the Commission and should be solely spent by the Company on promotion and marketing of the Grantor's games;
- 1.8 Casino Platform** means the overall software and hardware package granted a right of use by the Grantor to the Company under this Agreement, i.e. a casino game platform which aggregates different game providers to be accessed by a single, unified API;
- 1.9 Casino Style Games** means grown-in-house games of the Grantor available to the Company;
- 1.10 Casino Result** means Bets less Wins (without taking into account any Bonuses), considering real money plays being a monthly revenue received by the Company from the Registered Players calculated only on their real money gaming results (**Gross Gaming Revenue**);
- 1.11 Commission** means the amount paid monthly to the Grantor by the Company from the Casino Result as described in Section 6, in consideration for the use of the Software;
- 1.12 Competitor** shall mean any entity or person who has produced and/or is marketing a software product or service which is in direct competition with or functionally equivalent to the Software.
- 1.13 Confidential Information** means all knowledge, information or materials of whatever nature and in whatever form (whether oral or written) relating to the disclosing Party or its business, affairs, operations, customers, personnel or suppliers of the disclosing Party and made available or provided by or on behalf of the disclosing Party to the recipient Party before, on and/or after the date of this Agreement and all analyses and other documents prepared by or for the recipient Party which contain or otherwise reflect any such information. Confidential Information also includes the terms of this Agreement (including all Schedules attached hereto) and information relating to:
- (i) any and all Intellectual Property Rights;
 - (ii) proprietary technology and products (including inventions whether patentable or not), including technical data, data record layouts, trade secrets, know-how, research, prototypes, improvements, processes, plans, designs, requirements, architecture, structures, models, methods, processes, product plans, databases and database tables, ideas or concepts, products, services, software, inventions, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering and hardware configuration information; and
 - (iii) business or financial statements and projections, budgets, product pricing and marketing, financial or other strategic business plans, subscriber numbers and forecasts, content providers identity and business models;
- 1.14 Customer** means any existing player, potential player, future player, who is registered or not with the Company to use the Software;
- 1.15 Documentation** means the documentation, technical specifications, and user manuals relating to the use of the Software, delivered to the Company in either printed or electronic form;
- 1.16 Effective Date** means the date of signature of this Agreement;
- 1.17 First Line Support** means support provided to the Company's Customers by telephone, e-mail or instant chat, regarding technical and functional matters relating to such Customer's use of the Casino Style Games;

- 1.18 Gaming License** means a permit issued by the respective body to the Company to deal, operate, carry on or conduct any gambling game, gaming device, race book or sports pool or any of the Products on the Territory if such license or permit is required by the legislation of the Territory.
- 1.19 Gaming Services** means the services related to the Software described in Section 4;
- 1.20 Gaming Site** means any and all other existing and future websites as operated by the Company or White Label Partners and recognised by the Grantor, as set in 5.3.2;
- 1.21 Intellectual Property and Intellectual Property Rights** means all intellectual property rights including, but not limited to, patents (including patents for software and business methods), rights to inventions, utility models and petty patents, trademarks, service marks, rights in get-up or trade dress, rights to goodwill or to sue for passing off or unfair competition, design rights, copyright and related and/or neighbouring rights, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), trade, business and company names, domain names, and other intellectual property rights, in each case whether registrable, registered or unregistered, and including all applications and rights to apply for and be granted, all extensions and/or renewals of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, related to the Software;
- 1.22 Software** means the Casino Platform and the Casino Style Games provided by the Grantor and being granted a right of use thereon to the Company pursuant to the terms of this Agreement, and integrated via API onto the Gaming Site of the Company, and unless otherwise mutually agreed between the Parties, any and all software releases, patches, updates and other deliverables belonging to the Grantor and supplied to the Company in accordance with this Agreement and, subject to any other Clause in this Agreement, includes any derivative forms of it resulting from enhancements, changes, additions or modifications made to it under the terms of this agreement; Software includes, unless otherwise mutually agreed between the Parties, any and all Updates belonging to the Grantor and supplied to the Company;
- 1.23 Launch** means the first day that the any of the Casino Style Games are available to the Registered Players;
- 1.24 Month** shall always mean a calendar month, even though gaming may have not taken place on all days during such Month;
- 1.25 Registered Player Data** means any and all data submitted by the Registered Player on the Gaming Site, collected, compiled and stored by the Company for the purpose of processing transactions due to the Registered Player's use of the Gaming Services;
- 1.26 Registered Player** means a player, who is registered with the Company to use the Software;
- 1.27 Regulator** means collectively, those international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials or other regulatory body or agency that has jurisdiction over (or is responsible for or involved in the licensing or regulation of) gaming or gaming activities of the Parties and/or their affiliates or from time to time;
- 1.28 Regulatory Approval** shall have the meaning given to such term in clause 2.3.3;
- 1.29 Restricted Territories** means:
- (i) Excluded Territory, i.e. any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Casino Style Games is prohibited by law (including, without limitation, Afghanistan, Antigua and Barbuda, Australia, Belgium, Bulgaria, Cuba, Cyprus, France and its territories, Iran, Iraq, Israel, Japan, Kahnawake, Libya, Netherlands Antilles, Republic of Serbia, Spain, Sudan, Syria,

Singapore, the Netherlands including the special municipalities of Bonaire, St Eustatius and Saba, the Philippines, Turkey), unless the Grantor and the Company have a valid license in place for any such jurisdiction, if applicable, and such other territories or jurisdictions as the Grantor may notify by email to the Company from time to time;

- (ii) Excluded Territory by the Grantor, i.e. Armenia;
- (iii) Regulated Territory, i.e. any territory where pursuant to Applicable Laws the Company is required to have a requisite approvals, licenses, permit, consent and other requirements to provide the Casino Style Games to that territory or carry out the Business Activity in relation to the Registered Players in that territory, which may be modified by the Grantor from time to time under the terms of this Agreement;
- (iv) Restricted Territory, i.e. any of those territories that are outside of the territorial scope specified for the Casino Style Games in this Agreement either as a result of (a) being a Regulated Territory in which the Company does not have the requisite approvals, licenses, permit, consent and other requirements to provide the Casino Style Games; or (b) being an Excluded Territory;
- (v) the United States of America;
- (vi) the United Kingdom, unless the Grantor and the Company have a UK Gambling License; and
- (vi) any other jurisdictions or territories which may be added and designated as the Excluded Territories by the Grantor (at its sole and absolute discretion) from time to time by written notice or by email to the Company.

1.30 Second Line Support means support to the First Line Support via email regarding use by the Company's Registered Players of the Casino Style Games;

1.31 SSL means the Secure Socket Layer protocol for secure communications;

1.32 Term means the period for which this Agreement shall remain valid as defined in Section 3.1;

1.33 Territory means any jurisdiction that permits real money interactive gaming as mutually agreed between the Parties, but in no event shall it include any countries those jurisdictions set forth as the Restricted Territories, as may be updated by the Parties from time to time;

1.34 Update means a new, enhanced, improved, or updated version of the Software that may change the utility, efficiency, or operating performance of the Software but that does not alter the Software's basic functionality;

1.35 Upgrade means new release that is a revision to the Software or to a component designed to provide what the Grantor considers to be major functional enhancements;

1.36 White Label Partner means an entity which is an owner of an internet site to which the Company provides, in connection with its Gaming License, a gaming platform with the Casino Style Games (if existent);

1.37 Win means the amount won by the Registered Players on any of the Casino Style Games.

2. GENERAL PROVISIONS

2.1 Ownership

- 2.1.1 All rights and interest in and to the Software, any copies thereof, and all Documentation, code and logic, which describes and/or comprises the Software, remain the sole property or rest at sole disposal of the Grantor.

2.2 Rights Granted

- 2.2.1 The Grantor hereby grants to the Company a non-exclusive, non-assignable and subject to Section 8.2, a non-transferable right of use for the Software to be used by the Company solely for the purpose of the Business Activity and in accordance with the provisions set out herein for the duration of this Agreement as specified in Clause 3.1.

2.3 Restriction of Right of Use

- 2.3.1 Company shall not copy, modify, assign, distribute, transfer, reverse engineer or reverse compile the Software, nor shall Company prepare derivative works incorporating the Software without the prior written consent of the Grantor. Neither Company nor its personnel may use the Software or the Documentation to design software with similar or competitive functionality.
- 2.3.2 The Grantor grants no rights to the Company other than those expressly specified in this Agreement. In particular, no rights of ownership or any rights other than the right to use the Software as specified in this Agreement are granted. Without prejudice to the generality of the preceding sentences the Company shall not:
- 2.3.2.1 distribute, redistribute, sell, lease, assign, transfer, trade, rent, publish or grant a right of use on the Software, whether in full or in part, to any Third Party; or
 - 2.3.2.2 download or make any copies of the Software; or
 - 2.3.2.3 disassemble, reverse engineer, decompile or attempt or allow any other person to disassemble, reverse engineer or decompile any copies of the Software, whether in part or in full; or
 - 2.3.2.4 develop, produce, make, distribute, grant a right of use, exploit or allow any other person to develop, produce, make, distribute, grant a right of use, exploit any Software's derivative work; or
 - 2.3.2.5 view any of the coding of the Software or any software provided by the Grantor to the Company;
 - 2.3.2.6 monitor or replicate, in any way whatsoever (in form or function) the Software, or any part thereof, or any software provided by the Grantor to the Company;
 - 2.3.2.7 alter or modify any part of the Software; or
 - 2.3.2.8 use the Software for any purpose except in the course of its Business Activity.
- 2.3.3. Where approval of the Regulator is required to offer the Casino Style Games to the Customer, the Company is responsible for obtaining any approval, license, authority, consent or any other permission as required by an Applicable Law for the Casino Style Games to be considered lawful ("**Regulatory Approval**"). Upon receiving a request from the Company, the Grantor shall provide such information and assistance as may be reasonably required by the Regulator in connection with the Company obtaining any Regulatory Approval.
- 2.3.4. The Company shall not allow third Parties to access or to use the Software, except for the White Label Partners specifically authorised in writing by the Grantor (if existent). By submitting a White Label Partner to obtain authorization, the Company ensures that the White Label Partner has all the Regulatory Approvals. For the purposes of this authorisation, the Company shall notify to the Grantor in writing with: (i) all White Label Partners and; (ii) all Gaming Sites through which the Casino Style Games shall be offered, including Gaming Sites utilised by White Label Partners. Nevertheless, the Grantor shall have the right to request by written notice, the Company to stop a White Label Partner from offering the Casino Styles Games, within five (5) days of receipt of the written notice or immediately, if so required by the Regulator or otherwise by the Applicable Laws, or where at the Grantor's sole discretion, the offering of the Casino Style Games by said White Label Partner could materially harm the Grantor's business.
- 2.3.5 Additional software in the form of released Updates that may be made available to the Company shall be subject to the same terms and conditions set out in this Agreement.
- 2.3.6 Nothing in this Agreement shall prohibit the Grantor from using, developing, marketing, assigning, or otherwise disposing of the Software or of concepts embodied therein, in any manner, anywhere in the

world; nor shall anything herein be construed to grant to the Company any rights in or to any other present or future software whether or not similar to the Software.

2.4 Intellectual Property Rights

- 2.4.1 Subject to Section 2.3, all Intellectual Property Rights, title and interest in and to the Software and Documentation, including Updates and Upgrades, whether or not developed at the request of the Company or paid for by the Company, shall at all times belong to the Grantor. The Company agrees not to challenge any Intellectual Property Rights which are subject to this Agreement. Any rights to any customised software commissioned by the Company and developed accordingly by the Grantor, will be agreed separately in writing on a case by case basis.

2.5 Disrupted Service

- 2.5.1 The Parties acknowledge that from time to time, as a result of circumstances beyond the Grantor reasonable control, the services provided under this Agreement by the Grantor may be temporarily disrupted. The Company acknowledges and accepts that neither Grantor nor any of its members, shareholders, directors, officers, employees or representatives and/or its respective Grantors, as applicable will be liable to the Company in any manner for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.

2.6 Force Majeure

- 2.6.1 Except for the Company's payment responsibilities under Section 6 of this Agreement, neither Party shall be liable for any delay or failure to perform any material obligation under this Agreement, if the failure is due to an event beyond its reasonable control.

2.7 Government Legislation

- 2.7.1 It is hereby recognized by both Parties that their respective ability to carry out their obligations under this Agreement is subject to Applicable Law. Neither Grantor nor any of its members, shareholders, directors, officers, employees, agents or representatives will be liable to the Company or shall be held liable for any damages of any kind that may result from changes in the Applicable Law. The Parties shall promptly endeavor to implement such changes promptly in order to ensure continuation of the Business Activity under the changed legal framework.

2.8 Non-Solicitation

- 2.8.1 The Company shall not during the term of this Agreement and for a period of 24 (twenty four) months thereafter recruit or request services from employees or agents of the Grantor without the prior written consent of the Grantor.

2.9 Suggestions and Improvements

- 2.9.1 The Grantor may freely use any suggestions and improvements related to the Software that the Company provides in connection with this Agreement. In respect to such suggestions or improvements relate to an integrated part of the Software the Intellectual Property Rights therein shall vest in the Grantor as set out in Clause 2.3. The Grantor shall also be entitled to modify and further develop such suggestions and improvements.

2.10 Advertising

- 2.10.1 The Company shall bear all costs and expenses incurred in connection with the advertising, marketing and promotion of the Software to the Customers.

- 2.10.2 The Company shall observe the advertising guidelines set out below:

- 2.10.2.1 The use of the Gaming Site or referring to the Software shall include name and address of the Company, contact information for resolving consumer complaints and disputes, a statement outlining the jurisdiction from where the Gaming Services are conducted and a statement on the type of gaming license held by the Company, if any.

- 2.10.2.2 Advertising shall not be directed towards minors, include pornographic content, depict violence, be defamatory or include anything that is in breach of the Intellectual Property Rights.
- 2.10.2.3 The Company shall not send out unsolicited e-mail (spam) except to recipients that expressly have accepted to receive such e-mails.
- 2.10.2.4 The Parties agree that the Company shall ensure that all its marketing and advertising is made consistent with any and all applicable advertising laws and regulations, including any and all specific requirements related to advertising of online gaming and gambling services. It is the sole responsibility of the Company to be licensed and fully compliant with applicable legislation in any jurisdiction from where the Company accepts the Customers' bets.

2.11 ID Verification

- 2.11.1. The Company warrants and undertakes that the Customers are only admitted to play on the Casino Style Games after a due registration on the Gaming Site. The registration process and the procedure of the Registered Player's identity check shall be organized in accordance to money laundering and terrorist financing prevention act and other relevant acts and provisions of law, according to Applicable Law. The Registered Players will be able to play the Casino Style Games after due payment into an account.
- 2.11.2 The Company will perform all age and ID verifications according to the requirements of the Agreement and legislation of the Territory. The ID verification will take place in compliance with the provisions of legislation of the Territory on personal data protection, including, but not limited to General Data Protection Regulation (GDPR), if any.

2.12 Fraud Control

- 2.12.1 The Company shall be responsible for maintaining strict fraud control and ensuring that chargebacks and other fraudulent behaviour is minimized.
- 2.12.2 The Grantor is not responsible for the fraudulent actions of the Company and its Customers.
- 2.12.3 On the detection of any fraudulent action the Company shall notify the Grantor as soon as reasonably practicable and in any event not later than within 24 (twenty four) hours of such detection.
- 2.12.4 On the detection of any fraudulent action the Grantor shall notify the Company as soon as reasonably practicable and in any event not later than within 24 (twenty four) hours of such detection.
- 2.12.5 If the Grantor bears financial losses as a result of such fraudulent action, the Company shall reimburse the Grantor such documentary proved damage equal to the loss amount suffered by the Grantor as a result of such fraudulent action within 15 (fifteen) calendar days of the loss being determined. The Company will at its own direct expense, indemnify, defend and hold harmless the Grantor from and against any and all losses, claims, damages, liabilities and costs arising out of or in connection with such fraudulent actions.
- 2.12.6 Notwithstanding the above, the Grantor shall not be liable with respect to any payments made to Customers as a result of or in connection with a defect other than as when the Company shall notify the Grantor in advance of any payment exceeding the amount of fifty thousand euros (€50,000) (a "payment notification"), and the Grantor shall, within forty eight (48) hours from receipt of the payment notification, communicate to Company either means a new, enhanced, improved, or updated version of the Licensed Software that may approval or rejection of such payment in the event it has discovered a defect causing an erroneous order of payment to a Customer, notwithstanding that a defect is discovered after the Company has made payments to Customers exceeding fifty thousand euros (€50,000), if the Company has made such payment without having received prior approval thereof by the Grantor as stipulated above, the Grantor shall have no liability to the Company or sub-licensees or any other third party, and the Grantor shall not be required to indemnify the Company or any sub-licensee or any other third party for any losses incurred or payments made as a result of such defect. in such case, the Company accepts full responsibility and liability should it make an unapproved payment, which upon later verification was found to be erroneous.

3. TERM AND TERMINATION OF AGREEMENT

3.1 Term

- 3.1.1 Subject to Sections 3.2 - 3.4, this Agreement shall commence on the Effective Date and shall remain valid for a period of one (1) year from such date. Upon expiry of the initial one (1) year period, the Agreement shall be automatically renewed for successive one (1) year period, unless either Party gives notice to the other in writing, of its intention not to renew the Agreement, at least thirty (30) days prior to the termination date of that period.

3.2 Termination for Legal Reasons

- 3.2.1 The Grantor may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the Company, if:
- 3.2.1.1 the Company commits a material or persistent breach of any of its obligations under this Agreement;
 - 3.2.1.2 the Company commits a breach of any of its obligations under this Agreement and if the breach is capable of remedy, fails to remedy it during the period of seven (7) days starting on the date of receipt of notice from the Grantor specifying the breach and requiring it to be remedied;
 - 3.2.1.3 the Company becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, Company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium;
 - 3.2.1.4 required by a Regulator or Applicable Laws;
 - 3.2.1.5 the Grantor and/or the Company is under legal prosecution or any other administrative proceedings for any reason relating to this Agreement.
 - 3.2.1.6 the Company offers the Casino Style Games to the Customers accessing from a Restricted Territory. The Grantor shall have the right under its discretion to give 7 day term to the Company to stop offering the Casino Style Games to the Customers accessing from a Restricted Territory or to terminate this Agreement with immediate effect.
 - 3.2.1.7 the Company is the delay as set in Clauses 4.4.1 and 4.7.1 and has not fulfilled its obligation within 30 days of the Grants notice.

3.3 Termination in breach of the Agreement

- 3.3.1 The Grantor may terminate this Agreement (without prejudice to its other rights and remedies and without any liability to the Company) with immediate effect by written notice to the Company, should the Company be in breach of Sections 2.3.4, 2.10.2, 5.1, 5.3.2, 5.7, 5.8, 5.9, 5.10 or 5.11.
- 3.3.2 In the event that either documentation as referred under 5.12.1 is not provided within the stipulated time or such documentation is not to the reasonable satisfaction of the Grantor, the Grantor shall be entitled, at its sole discretion, to deny access to the Software and may also be entitled to terminate this Agreement (without prejudice to its other rights and remedies and without any liability to the Company).
- 3.3.3 The Grantor may terminate this Agreement in the event of suspicions related to money laundering and funding of terrorism or any related illegal activity as referred under 5.12.2 and 5.12.3.
- 3.3.4 In the event of termination of this Agreement, if the Grantor bears financial losses, the Company shall reimburse the Grantor damages equal to the loss amount suffered by the Grantor.

3.4 Termination due to failure to pay

- 3.4.1 The Grantor shall have the right to terminate this Agreement with immediate effect giving a 14 day notice, if the Company fails to pay any amount due and which has not been disputed in good faith before falling due, which termination shall be without prejudice to the Grantor's right to recover payment of any outstanding amounts.

3.5 Termination due to Change in Ownership

- 3.5.1 Both Parties shall have the right to terminate this Agreement with immediate effect by notice in writing to the other Party if any Competitor either directly or indirectly acquires control over the Party or merges with the Party. For the purpose hereof, "control" shall mean the direct or indirect ownership of such quantity of the share capital or existence of such agreement which gives the right to the Competitor to affect the decision making process of the governing bodies of the Party. The Party is obliged to inform the other Party not later than within 30 days about cases specified in this Clause.

3.6. Termination by the Company for no reason.

Either Party has the right to unilaterally terminate this Agreement with or without any reason via the means of provision of thirty (30) business days' prior written notice to the e-mail the other Party indicated in clause 8.1.1. hereof.

3.7. Effects of Termination.

Upon the expiration or termination of this Agreement, for whatever reason:

- 3.7.1. the Grantor will promptly shut down the use of the Casino Style Games;
- 3.7.2. the Company shall destroy any and all copies of the Software, including and Updates, Upgrades and Documentation which for any reason cannot be delivered to the Grantor;
- 3.7.3. all outstanding sums payable to the Grantor shall immediately become due;
- 3.7.4. an officer of the Company shall confirm in writing to Grantor that all proprietary material relating to the Software and Documentation has been delivered to the Grantor or destroyed as aforesaid.

4. GRANTOR DELIVERABLES AND OBLIGATIONS

4.1 Casino Content

- 4.1.1 The Grantor will, by means API integration, make available to the Company a range of the Casino Style Games.
- 4.1.2 The Company is free to choose which the Casino Style Games to offer and may select to add or remove games as it deems fit. The lists of the Casino Style Games will change over time as new games are added and old ones will be phased out. The Grantor reserves the right to add new and discontinue existing games at its discretion, provided that this will be communicated to and agreed in good time with the Company and a certain standard will be maintained among the list of the Casino Style Games.
- 4.1.3 The Parties agree that in the event that the Casino Style Games offered to the Company are premium games, the Parties shall agree on a separate, additional fee for them before making them available to the Company.

4.2. Languages

- 4.2.1 The games and the module are available in English and Russian languages. Additional languages can be added and will be agreed separately and may be subject to additional fee.

4.3 Standard integration

- 4.3.1 The Company is responsible for the Casino Style Games integration on the Gaming Site. The Parties will provide know-how and resources as required to facilitate the timely implementation of the integration.

4.4 Integration timing

- 4.4.1. The Company hereby shall start the integration between the Gaming Site and the Gaming Site as soon as reasonably practicable but in any case not later than within 3 months from the Effective Date. This shall include delivery of all materials, graphics and/or designs required by the Grantor for the implementation of the Casino Style Games.

4.5 Non-standard integration

- 4.5.1 The Company is aware and accepts that integrating and operating the Casino Style Games may require changes to any existing API-based integration with the Gaming Site. Such a change shall not be considered as a change or a breach of the Agreement.

4.6 Landing Pages and Menus

- 4.6.1 The Company shall create relevant landing pages and menus where relevant to promote and to secure constant access to the Casino Style Games of the Grantor during the Term. The Grantor shall support the Company with the creation of these promotional pages, where practicable, by providing expertise and relevant assets / graphics / feeds, at such cost as may be agreed between the Parties from time to time.

4.7 Delivery

- 4.7.1 The Parties shall make the Launch no later than within 3 (three) months from the Effective Date, provided there are no external causes delaying the project. Delays from the other Party are in this matter considered to be an external cause. The Company shall use its best endeavours to provide clear and concise test results and test accounts of the Casino Style Games in a timely manner for Grantor to share with its licensing body. The test results and accounts should be based on a test system identical with real environment for the purpose of potential system audits. With these test results, the Company shall be deemed to have acknowledged and accepted the quality and operation of the selected the Casino Style Games.

4.8 New Games

- 4.8.1 Upon the release of new games by the Grantor, the latter will offer them to the Company under the terms of this Agreement, provided that certain games may be subject to special commercial conditions and/or fees. The Company is free to choose whether or not to offer such games.

4.9 Updates and Upgrades

- 4.9.1 Updates and Upgrades of the Software shall be effected at the sole discretion of the Grantor. And where necessary the Company will be required to implement the same accordingly. Upgrades of the Software may also be commissioned by the Company, upon agreement with the Grantor. All Updates and Upgrades may be subject to an additional cost that should be discussed between the Parties before being implemented.

4.10 Customer Information

- 4.10.1 The Company shall have the discretion to decide which information to pass from its core data repository to the Gaming Site via the system integration. If the Company deliberately and/or by error transfers surplus information to the Grantor, the Grantor may not be held liable or responsible for the handling of such information.

4.11 Hardware/Hosting

- 4.11.1 The Grantor shall be responsible for providing and maintaining the appropriate hardware and bandwidth to host and operate the Casino Style Games subject to obtaining the relevant remote gaming licence from the relevant Regulator. The Grantor may use Third Party/ies for the hosting arrangement.

4.12 IT Support Services

- 4.12.1 The Grantor shall provide the following service to the Company directly or through an appointed Party:

4.12.1.1 Standard Second Line Support during normal business hours (9 – 17 CET).

4.12.1.2 Enhanced support in cases of an incident report;

- 4.12.1.3 Upon request, two (2) days on-site technical integration support including guidance during set-up and help in testing activities. On site integration workshops are highly recommended by the Grantor as they facilitate a successful integration and quick launch.
- 4.12.1.4 Upon request, one (1) day of systems operations training to the Company's staff, either in combination with on-site visit or at the Grantor's premises.
- 4.12.2 Any travel and subsistence expenses incurred by the Grantor as a result of services described in 4.12.1.3 and 4.12.1.4 shall be at the sole cost of the Company.

4.13 Maintenance

- 4.13.1 The Grantor shall be solely responsible for any and all maintenance of the Software. The Company acknowledges that maintenance may not be scheduled according to specific requests of the Company.

4.14 Cooperation

The Grantor acknowledge that the Company is operating in a highly regulated industry and shall comply with specific requirements or request from authorities or regulators. The Grantor agrees to assist and support in a timely manner the Company when necessary and reasonably requested. All costs of such assist and support shall be paid by the Company.

5. COMPANY RIGHTS AND OBLIGATIONS

5.1 Remote Gaming Licence

- 5.1.1 The Company is required to maintain and at all times operate under a valid remote Gaming Licence for the Software.

If the Company has a consent, license or approval necessary for the performance of its obligations with regard to the Casino Style Games withdrawn, cancelled or suspended, the Company is obliged to notify the Grantor within ten (10) days of becoming aware of such an event.

5.2 First Line Support

- 5.2.1 The Company will be responsible for providing its Registered Players with First Line Support for the Casino Style Games.

5.3 Operation

- 5.3.1 The Company is solely responsible for the day to day operational activities of the Gaming Site and the Grantor's Casino Style Games made available on it. This includes, but is not limited to: game marketing, customer support and care, fraud screening, payment management and setting up of tournaments / bonuses, compliance with the provisions on the protection of personal data, including, but not limited to General Data Protection Regulation (GDPR), if any.

- 5.3.2 The Company is entitled to add new websites to the Gaming Sites, only with a consent of the Grantor issued prior its launch. Addition of the new websites to the Gaming Sites shall not constitute an amendment to this Agreement.

5.4 Certificates

- 5.4.1 The Company is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates to access and run the Software.

5.5 Testing

- 5.5.1 The Company provide adequate personnel and facilities prior to launch in order to effectively carry out the necessary performance testing of the Casino Style Games on the Game Site. Where required for legal and/or regulatory purposes, the Company shall support Grantor in the preparation of test review documents in a reasonable and proactive manner but exclusively for the costs of Grantor.

5.6 **Audit**

- 5.6.1 Each Party, upon reasonable request of the other Party, shall ensure that the other Party and their respective employees, agents, representatives, and external auditors are afforded effective and unrestricted access to:

- (i) its servers and database systems and all ancillary equipment and systems that it is procuring, installing, maintaining and supporting;
- (ii) all equipment related to the gateway to the internet that it is installing and administering;
- (iii) the office space and related facilities that it is providing/ procuring, in terms of this contract.

Provided that any such inspection or access shall take place in the presence of the relevant Party's authorised personnel, who bind themselves to be available for the above-mentioned inspection within reasonable time of any such request in terms of this clause. All costs of such inspection shall be paid by the relevant Party conducted such inspection.

5.7 **Restricted Territories**

- 5.7.1 The Company agrees to block Customers located in the Restricted Territory with regard to the Casino Style Games from being able to access the Software and the Company will not provide Internet gambling services to such Customers using any resources or software supplied and/ or provided by the Grantor.
- 5.7.2 The Company agrees and warrants that the Company will utilize appropriate software and industry standard geolocation methods in order to block all Customers who are either physically located in and/or utilizing servers physically located in any Restricted Territory from being able to access the Software and will not provide Casino Style Games to such Customers. Without prejudice to any other right and/or action available to the Grantor under the Applicable Law and this Agreement, the Grantor shall be entitled to block the operation of the Casino Style Games in the Territory.
- 5.7.3 The Grantor retains the right to block (or demand such a blockade from the Company) Customers from other Territories during the Term, in the event that this is required to reflect changes to its own gaming licence and/or to changes in the Applicable Laws. For the avoidance of doubt, the Grantor may also block the Customers from Territories as may be notified to it as being commercially undesirable by the Grantor.

5.8 **Restrictions imposed on the Company**

- 5.8.1 Company shall not:
- 5.8.1.1 assert or imply that title or ownership rights in the Software belong to it;
 - 5.8.1.2 remove or obscure any copyright, trademark notice, or restrictive legend of the Grantor and/or its respective Grantors, as applicable;
 - 5.8.1.3 to the best of its knowledge, include, and/or otherwise associate, or permit the association of the Software with any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or other code that may be deemed malicious;
 - 5.8.1.4 use or allow the use of Software in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal, or in any other way discredit the Grantor's and/or its respective Grantor's, trademarks and other distinctive marks;
 - 5.8.1.5 provide services to its customers in any manner that is not in accordance with practice in online gaming and gambling industry which could expose the Grantor to any liability or otherwise in an inappropriate manner.

5.9 **Restrictions imposed on the White Label Partners**

- 5.9.1 The Company shall impose upon its White Label Partners all the restrictions which are imposed on the Company by virtue of this Agreement.

5.9.2 The Company shall endeavour that any of its agreements with the White Label Partners shall include provisions that state that such White Label Partners shall be responsible for issuance, verifying and maintenance (as applicable) at all times of all restrictions which are imposed on the Company by virtue of this Agreement. The Company is obliged to enforce such terms and will be liable for any act or omissions and use made by White Label Partners with regard to the Casino Style Games.

5.9.3 The Company will at its own direct expense, indemnify, defend and hold harmless the Grantor from and against any and all losses, claims, damages, liabilities and costs arising out of or in connection with acts and omissions of the White Label Partners.

5.10. The Company warrants

5.10.1 Company warrants that:

5.10.1.1 it will operate its Business Activity legally, will maintain, for the period of validity of this Agreement all necessary governmental and regulatory approvals to operate such Business Activity and shall remain solely responsible for maintaining such approvals;

5.10.1.2 it shall not use or allow to use the Software for any illegal purpose or cause whatsoever; and

5.10.1.3 it shall not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of the Grantor.

5.11. Applicable Law requirements

5.11.1 The Parties each recognize that the Casino Style Games shall be used in the provision of online gambling services and that such industry is regulated and subject to restrictions in various jurisdictions. Accordingly, each Party warrants and undertakes as follows:

5.11.1.1 Each Party warrants that it holds all necessary consents, licenses and approvals for the lawful performance of its obligations under this Agreement, and each Party will undertake all necessary steps to maintain, renew and continue such consents, licenses and approvals during the Term.

5.11.1.2 Each Party shall undertake any requested action in the performance of this Agreement reasonably required for the other Party to comply with any legal or regulatory requirements related to use of the Casino Style Games or any other matter relating to the Agreement, including providing such information to the other Party as the other Party may reasonably require in order to satisfy any information reporting, disclosure and other related obligations to any Regulator from time to time.

5.12 Due diligence

5.12.1. The Company and/or White Label Partner shall be required to present to the Grantor, complete due diligence and Know Your Customer ("KYC") documentation for the Company and/or White Label Partner, which shall include; (i) Certificate of Incorporation (or equivalent excerpt from the official registry); (ii) Memorandum of Association and Articles of Association; (iii) Register of Directors; (iv) corporate organisational structure showing ownership percentages; (v) identification and verification documentation of the ultimate beneficial owners and directors; (vi) Anti-Money Laundering and Combating the Financing of Terrorism procedures specifying the processes followed to identify its Players; (vii) accounts and reports establishing the financial standing (including financial documentation and projections), and; (viii) requisite permits / consent / license as requested by the Grantor, (ix) certificate of incumbency (or equivalent excerpt from the official registry confirming name, address, registry number, directors and shareholders), (x) certificate of good standing (or equivalent excerpt from the official registry legal existence) (together "AML Documentation"). Moreover, the Grantor may require the Company to provide any necessary update to any AML Documentation, data or information at any time during the term of this Agreement. The Company also agrees that it shall collect and keep updated, all necessary AML Documentation in relation to any White Label Partners. The Company agrees to furnish any documentation referred to in this clause to the Grantor where so requested.

5.12.2. The Company shall (i) perform adequate KYC checks on its Customers or any White Label Partners as may be required by Applicable Law with regard to KYC procedure; (ii) maintain all required AML Documentation on its own payment processing providers and any additional third Parties involved in the collection and forwarding of funds to and from the Registered Players and White Label players as




Applicable Law with regard to AML procedure may require, and (iii) the Company undertakes to ensure that it shall at all times adopt such additional processes and AML Documentation requirements so as to adequately and robustly determine the source of funds of the Registered Players, players of White Label Partners and the true identity of such individuals as required by the Applicable Laws. All deposits from the Registered Players shall be processed through licensed financial institutions. The Company may not use any payment aggregators or locally based agents for processing of deposits unless permissible in accordance with Applicable Law in the relevant Territory. The Company will at its own direct expense, indemnify, defend and hold harmless the Grantor from and against any and all losses, claims, damages, liabilities and costs arising out of or in connection with acts and omissions related to any and all claims made by third Parties against Grantor due to a breach by Company of this clause.

- 5.12.3. The Grantor is legally bound to report instances of suspicion related to money laundering or financing of terrorism to the relative financial intelligence unit or Regulator as applicable without the knowledge or consent of the Company. The Grantor shall in no way be held liable for any loss incurred by the Company as a result of the Grantor's adherence to its regulatory and compliance obligations under this clause even where it is subsequently concluded that said suspicions may have been unfounded. The Company will at its own direct expense, indemnify, defend and hold harmless the Grantor from and against any and all losses, claims, damages, liabilities and costs arising out of or in connection with acts and omissions related to any and all claims made by third Parties against Grantor due to a breach by Company of this clause.

6. FEES AND PAYMENT

6.1 Integration Fee

- 6.1.1 The Company shall pay to the Grantor the Integration Set-up Fee of € 0, 00 (zero Euros).
- 6.1.2 The Company will be also charged for the Gaming Site Launch with the amount of € 0 (zero Euros) per site.

6.2 Commission

- 6.2.1 An ongoing monthly Commission for the services provided by the Grantor to the Company, i.e. for granting the right of use by the Grantor to the Company in accordance to the terms and conditions of this Agreement, shall be calculated as 8% (eight percent) of the Casino Result, i.e. Gross Gaming Revenue.
- 6.2.2 Both Parties agree that the minimum monthly commission is € 0 (zero Euros)
- 6.2.3 Data provided by the Grantor from his backend system shall be used to determine the Casino Result. The Grantor has the right to perform an audit of the backend system data provided by the Company, which includes the right to access the Company's system for the sole purpose of verifying the data provided.
- 6.2.4 The Company is solely responsible for any fees connected with the White Label Partners.

6.3 Invoicing

- 6.3.1 All invoices will be issued monthly by the Grantor no later than till the tenth (10th) day of each month.
- 6.3.2 Invoice may be issued in electronic form and sent to the e-mail address presented in Clause 8.1.1.

6.4 Terms of Payment

- 6.5.1 All payments under the terms of this Agreement are to be made no later than ten (10) business days from date of invoice.

6.5 Terms of Pricing

- 6.5.1 All prices are given in Euros exclusive of VAT and expenses. The Company is responsible for paying VAT should this be or become applicable.

6.6 Authority

- 6.6.1** Each of the Parties warrants and represents that it has full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on its behalf has been properly authorised and empowered to enter into this Agreement.

6.8 Taxes and other Fees

- 6.8.1** All sums due by the Company to the Grantor under this Agreement are irrespective of Value Added Tax and/or other taxes that may be applicable and shall be made in full without any deduction of taxes, charges and other duties that may be imposed. Each Party shall be responsible for paying their own taxes and applicable fees.

7. LIABILITY

7.1 Limited Liability

- 7.1.1** The Grantor shall be liable towards the Company under the terms of this Agreement for wilful misconduct and gross negligence only. The Grantor's total liability under this Agreement and in relation to anything that it has done or omitted to do in connection with this Agreement, and the Company's remedy for any cause whatsoever, shall be limited to a maximum of a sum of twelve (12) months invoices or 10,000 Euro (ten thousand EUR), whichever is lower. For the purpose of this Agreement, the Grantor shall only be responsible for actual damages which shall never include loss of profit or other similar indirect damages.
- 7.1.2** The Grantor will at its own direct expense, indemnify, defend and hold harmless the Company from and against any and all losses, claims, damages, liabilities and costs arising out of or in connection with infringement of a patent, copyright or other intellectual property rights in relation to the Software under this Agreement, or out of or in connection with infringement of any legislation on data protection committed by the Grantor.
- 7.1.3** The Grantor shall not be liable for any characteristics of the Software which was known or revealed to the Company as per tests performed upon the integration.
- 7.1.4** Any claim brought against the Company in respect to which indemnity may be sought from the Grantor pursuant to this Agreement, shall be conditional upon the following requirements: (i) the Company must notify the Grantor in writing within ten (10) days of receipt by the Company of documentation of the claim specifying the nature of the claim and such relief as is sought therein; (ii) the Company shall cooperate with the Grantor in all reasonable respects in connection with the defense of the claim; (iii) the Company shall not admit liability in respect of the Software's infringement of a Third Party's Intellectual Property Rights nor agree to a compromise or a settlement of any such claim as aforesaid. The Grantor may upon written notice thereof to the Company undertake – at its own cost - to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and, if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such claim, including the employment of counsel at the Grantor's expense. The foregoing states Grantor's exclusive obligations in respect of claims or of any infringement in connection with items provided hereunder.
- 7.1.5** For the avoidance of doubt, it is agreed by and between the Parties that, except as specifically specified in any service level agreement entered into by the Parties, the Grantor shall not be liable for any non-availability of the Software, data, website or servers used in connection with the Software to the extent not caused by or not resulting from willful neglect or gross negligence of the Grantor, its agents or other third Parties engaged by the Grantor to assist it in its performance of its obligations under this Agreement.

8. MISCELLANEOUS

8.1 Notices

- 8.1.1.** Notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed by (i) express courier with verification of actual receipt, or (ii) facsimile with confirmation of receipt generated by the sending device, or (iii) by certified mail, return receipt requested. All notices shall be sent to the following address:

For Grantor:

Volt Entertainment B.V

Heelsumstraat 51, E-Commerce Park, PO Box 422
Curaçao, Dutch Caribbean

Attention: Michal Imiolek
Email: mi@voltent.com

With a copy (such copy not constituting notice hereunder) to:
finance@voltent.com

For Company:

PlayDOM B.V.

Kaya Richard J. Beaujon Z/N, Curacao

Email: general@playdom.online and copy to info@g-force-corporate-services.com

On financial and legal matters:
Email: nadiia@gagaringroup.com

Casino operational issues
Email: casino@gagaringroup.com

8.2 Transfer of Rights

- 8.2.1 The Parties have the right to transfer their rights and obligations according to this Agreement to a subsidiary Company defined as a Company majority owned by the Party or its shareholders, after written consent by the other Party as set out above and on the condition that the Regulator has approved such other Party and both the Grantor and Company are not in breach of their respective licence conditions. Such consent may not be unreasonably withheld. However, such a Party each time shall be responsible for actions/ inactions of such an engaged third party as for its own actions/ inactions.

8.3 Governing Law and Disputes

- 8.3.1 This Agreement and all relations, disputes and other matters arising hereunder shall be governed by, and construed in accordance with the laws of Curacao.
- 8.3.2 Any dispute arising from this Agreement, or concerning the validity, interpretation and/or enforcement of this Agreement, shall be referred to arbitration, which shall be conducted and regulated by the Curacao Arbitration Centre, by one arbiter, chosen by both Parties, and in default appointed by the Centre, whose award shall be binding on both Parties, as final and conclusive. The place of arbitration shall be Curacao. The language to be used in the arbitral proceedings shall be English.

8.4 Amendments

- 8.4.1 Amendments to this Agreement shall be agreed in writing and signed by both Parties. The Grantor retains the right to update the Agreement during the Term in its entirety if required to do so by the relevant licensing body.

8.5 Breach of Contract

- 8.5.1 The Company agrees that in the event of a breach by the Company, its users, agents, officers, directors or employees, the Grantor may enforce its rights against the Company on a worldwide basis.

8.6 Survivability

- 8.6.1 Sections 2.3, 2.4, 2.12.5, 3.3.4, 3.7, 5.9.3, 5.12.2, 5.12.3, 7, 8.10, 8.11, 8.12 and 8.13 shall survive termination of this Agreement.

8.7 Independent Contractors

- 8.7.1 It is agreed that the relationship between the Parties is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to create a relationship of joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party, save and except as set out herein.

8.8 Point of Contact

- 8.8.1 The Parties shall each nominate a primary contact responsible for the communication required during implementation and operation of the Casino Style Games.

8.9 Headings

- 8.9.1 The headings in this Agreement shall not be interpreted as having any legal or other meaning apart from giving guidance about the content of each paragraph/section.

8.10 Handling of Data

- 8.10.1 *Handling of financial data.* The Grantor reserves the right to transfer detailed financial transactions to an off-line storage system after twelve (12) months on a rolling basis. Information will be stored for up to five (5) years and will be made available to the Company upon request, as long as written approval has been obtained from the Master Gaming License holder that this information will no longer be available after a period of five (5) years.
- 8.10.2 *Handling of game round data.* The Grantor reserves the right to transfer game round data to an off-line storage system after twelve (12) months on a rolling basis. Game round data includes information regarding date, bet, win and game. Game round data will be stored for up to five (5) years and will be made available to the Company upon request, as long as written approval has been obtained from the Master Gaming License holder that this information will no longer be available after a period of five (5) years.
- 8.10.3 *Handling of game tracking data.* The Grantor reserves the right to purge game tracking data after six (6) months on a rolling basis. Game tracking data contains detailed game-round- and tracking information specific for each game-round.
- 8.10.4 *Personal data protection.* Handling of Registered Player Data by the Grantor in accordance to clause 8.10 will take place in compliance with the provisions of legislation of the Territory on personal data protection, including, but not limited to General Data Protection Regulation (GDPR), if any.

8.11 Social Responsibility

- 8.11.1 Both Parties agree to conduct the Business Activity with the aim of providing socially responsible services in accordance with their respective Maltese remote gaming licences. Both Parties accept and understand the key importance of responsible gaming, and shall at all times observe, to the best of their ability the Parties' respective responsible gaming standards and applicable codes of conduct. In the event a Party does not remedy any reported infringement of any code of conduct within a reasonable time, the other Party may terminate the agreement without any additional costs and/or liabilities.

8.12 Confidentiality

- 8.12.1 During the term of this Agreement and for a period of 3 (three) years from the expiration or termination of this Agreement, a receiving Party shall (i) not disclose Confidential Information to any Third Party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants of the receiving Party and affiliates, if any of the receiving Party who must be directly involved with the Confidential Information for the purposes of this Agreement and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, decompile or disassemble any Confidential Information for source discovery or other purposes; (iv) use the same degree of care as for its own information of like importance, but at least the care of a prudent businessman, in safeguarding against disclosure of Confidential Information; and (v) promptly notify the disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

- 8.12.2 The disclosing Party consents to the disclosure of the Confidential Information to the extent strictly necessary for informing any subcontractors or suppliers of other Party who need to know such limited information in order to perform any assignments or handle any orders of a Party pursuant to this Agreement provided however that such subcontractors or suppliers shall first have agreed with the other Party to be bound by its confidentiality obligations hereunder or obligations which protect the Information to the extent protected hereunder in respect of such limited Confidential Information they will receive including appropriate obligations not to disclose the same to others and not to use it for other purposes as well as to return all such information to the Party upon completion of their assignment or other required performances.
- 8.12.3 The foregoing restrictions on use and disclosure of the Confidential Information do not apply to information that;
- 8.12.3.1 is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality;
 - 8.12.3.2 or becomes publicly known, through no wrongful act or omission of the receiving Party;
 - 8.12.3.3 or is received without restriction from a Third Party free to disclose it without obligation to the disclosing Party;
 - 8.12.3.4 or is developed independently by the receiving Party without reference to the Confidential Information;
 - 8.12.3.5 or is required to be disclosed by the law, regulation, or court or governmental order, provided that the Party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other Party contemporaneously of such disclosure and provide the copy of such order or legal act to the opposite Party.

8.13 Trademarks Use of Name

- 8.13.1 Neither Party may use the other Party's name, trademarks, trade names, or other proprietary identifying symbols, or issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

This Agreement has been signed in two counterparts.




Volt Entertainment B.V.
The Grantor

On its behalf, C. Drommond, proxyholder of eMoore, MD of Grantor



PlayDOM B.V.
The Company
By: Gouloud Hammoud; Director
for and on behalf of
G-Force-Corporate Services B.V.; Director
for and on behalf of
Global Related Services B.V.

PlayDOM B.V.
Commercial Registry nr. 145097
Curaçao

SCHEDULE 1

Gaming Sites:

Pkrdm.best; joker.online; joker.win.

