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BETTING SOLUTIONS SERVICE AND LICENSE AGREEMENT NO. 29122023

PART I. SPECIAL TERMS.

DATE: 29.12.2023

This Agreement is concluded by and between:

PARTIES

Supplier	
<i>Name</i>	COMBOBED N.V.
<i>Registration No./ Registration Country</i>	157143 / Curacao
<i>Address</i>	Groot Kwartierweg 10, Curacao
<i>Legal Representative/s</i>	Obo managing director eMoore N.V.

Client	
<i>Name</i>	PlayDOM B.V.
<i>Registration No./ Registration Country</i>	145097 / Curacao
<i>Address</i>	Kaya Richard J.Beaujon Z/N, Curacao
<i>Legal Representative/s</i>	Director for and on behalf of G-Force Corporate Services B.V.;
	Director for and on behalf of Global Related Services B.V.,
	Statutory Director
	Gouloud Mercedes Hammoud

BACKGROUND

- A. The Supplier has developed or has been licensed a suite of software products intended for online betting activities in online betting industry, and provides such software products to licensed online gaming operators who themselves offer betting services to end users.
- B. The Client is a licensed online gaming operator and wishes to integrate the Services (as defined below) within its Website(s) as part of its services provided to its End Users through Website(s).

INTERPRETATION AND STRUCTURE

- A. The Agreement consists of Part I - Special Terms, Part II - General Terms and all Annexes and amendments to the Agreement. All parts of the Agreement are integral parts of the Agreement, they must be evaluated and interpreted in conjunction.
- B. The General Terms shall apply to the extent that the Special Terms provide otherwise. Terms used in the Agreement shall have the same meaning regardless of whether the term is explained in Part I or Part II of the Agreement or in any of the Annexes.

- C. Terms used in the Agreement which are not explained in the Agreement shall have the same meaning as in the Applicable law. Part I of the Agreement Special Terms and Part II General Provisions, as well as applicable legislation, decisions of competent authorities and / or courts, etc. constitute a set of rules governing the rights and obligations of the Parties and are applicable to each Party within the framework of this Agreement.
- D. Should there be an inconsistency between any of the provisions and terms, parts of the Agreement and its Annexes, the following rules shall be applied:
- D.1 Special Terms prevail over other parts of the Agreement and its Annexes;
- D.2 General Terms prevail over other parts of the Agreement and its Annexes, except over the Special Terms as set in a clause above.
- E. Unless otherwise expressly stated the following rules of interpretation apply in this Agreement:
- E.1 Words in the singular include the plural and vice versa.
- E.2 All times are Eastern European Time, unless otherwise specified.
- E.3 Any reference to a Party includes the Party's representatives, respective successors or permitted assignees of the original Parties, and any reference to the Client includes the Client's Affiliates.
- E.4 Any words that follow "include", "including" or "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- E.5 A reference to a statute or statutory provision includes that statute or statutory provision as amended, modified or replaced (before, on or after the date of this Agreement).

IN CONSIDERATION OF THE ABOVE, both Parties have agreed as follows:

1. SERVICES

1.1.GGR based Services*	Comments
(A)Prematch Sport Events	Each of the Services is provided as data feed and includes the following: (i) Prematch Odds; (ii) Resulting. The Supplier shall be entitled to change the amount and scope of the sports and events available under this Service upon its sole discretion without prior notice. Terms and Conditions of Third Party Providers may apply to the use of any of Services.
(B) Live Sport Events	
(C) Prematch eSports Events	
(D) Live eSports Events	
(E) Virtual Sports	
(F) Player Props (prematch and live)	
(G) Thoroughbred, Greyhound and Harness racing Events	This Service shall include the following: (a) Pre-Match Data; (b) Result Data. *For the avoidance of doubt, the provision of Service is an integral solution and is subject to terms and conditions as determine by a Third Party Provider.




	Scope of the Service may change.
*Each of the Services mentioned in this clause 1.1. shall be considered as a separate Service for the purposes of this Agreement.	
1.2.Platform Services	
(A) Access to the Supplier's Platform:	The Service shall include the following: 1. access to part of the Back- Office as determined from time to time by the Supplier; 2. an online, standard visualization for the Services mentioned above in this table.
(B) Risk management	The Service shall include the following: 1. End User segmentation; 2. End User limits management; 3. Sport events segmentation; 4. Sport event limits management; (liability management) The Service is provided by the Supplier as determined from time to time by the Supplier as part of the GGR Based Services mentioned above and subject to change.
(C) Bets	The Service shall include the following: 1. Bets management; 2. Bets settlement.
(D) Content Solutions	The Services shall include the following: 1. Live Match Tracker (fully responsive); 2. Statistics (Third Party hosted).
(E) User Interface (UI)	The Services shall include the following: 1.Main platform iframe (fully responsive); 2. Mobile devices support; 3.Promo tool; 4.Betslip; 5.Multilanguage and multicurrency support.
Any related proprietary software applications including but not limited to Back Office for the Client where the Client can control activities of End Users, administrative back office for the Supplier, API, software interface.	
The Client accepts that the Supplier provides the Client the Services "AS IS" without warranties or representations of any kind, including no warranty of satisfactory quality or fitness for a particular purpose. The content solutions could be changed upon Client's request and might be a subject to additional costs and fees for the Client.	

2.INITIAL TERM

2.1. This Agreement shall take effect on January 1, 2024 ("**Effective Date**") and is concluded for the initial term of 1 (one) year from the Effective Date (the Initial Term) and shall be automatically renewed for successive periods of one (1) year unless either Party gives at least 30 (thirty) calendar days prior written notice of non-renewal to the other Party.

3.FEES AND OTHER COSTS




3.1. Fees

The following Fees are agreed to be payable under this Agreement:

- a. Revenue Share
- b. Setup Fee
- c. Minimum Monthly Guarantee

3.1.1. Revenue Share

(A) The provision of the Services listed in clauses (A), (B) and (F) of Sub-section 1.1. of the Special Terms is subject to the monthly Revenue share in amount of following:

GGR (EUR)		Revenue Share Percentage
From	To	
0	300 000	12 %
300 000,01	500 000	11 %
500 000,01	1 000 000	10 %
1 000 000,01	∞	9 %

For the avoidance of doubt Revenue Share shall be calculated for the GGR of every percentage tier separately. For example the total GGR for a calendar month for a Service is 500 000 EUR, the Revenue share shall be calculated – (300 000x12 %)+(200 000x11 %).

(B) The provision of the Services listed in clauses (C) and (D) of Sub-section 1.1. of the Special Terms are subject to the monthly Revenue Share calculated in amount of 13 % (thirteen per cent) from the Gross Gaming Revenue (GGR) generated by the respective Service.

(C) The provision of the Services listed in clause (E) of Sub-section 1.1. of the Special Terms are subject to the monthly Revenue Share calculated in amount of 14 % (fourteen per cent) from the Gross Gaming Revenue (GGR) generated by the respective Service.

(D) The provision of the Services listed in clause (G) of Sub-section 1.1. of the Special Terms are subject to the monthly Revenue Share calculated in amount of 20 % (twenty per cent) from the Gross Gaming Revenue (GGR) generated by the respective Service.

3.1.2. Setup Fee

Setup fee: waived

Setup fee indicated above includes one-time integration of Supplier's Services to one Website. Setup fee does not include any special/custom development. For the avoidance of doubt any additional work shall be agreed on case by case bases and priced separately.

3.1.3. Minimum Monthly Guarantee fee

Minimum Monthly Guarantee fee: waived

All pricing and other terms stated in this Agreement are for Supplier's standard Services as they are available on the Effective Date and determined at the sole discretion of the Supplier. No additional or specific regulatory requirements (including certifications, customizations, localizations, functionalities etc.) as may be required from time to time in a specific jurisdiction/territory or as otherwise may be requested by the Client, are included.

4. BILLING DETAILS**4.1.Client's Bank Details**

Bank name: DIXIPAY LTD
 Bank address: 35 New Broad St., London, United Kingdom, EC2M 1NH
 Bank country: United Kingdom
 SWIFT/BIC: DIXPGB21
 Account Holder name: VERSER PAY LTD
 IBAN: GB72DIXP00997890464216
 Description: For the further reference to: 32881361102

5. CLIENT' S GAMING LICENCE AND WEBSITE(S)

Gaming Licenses held by the Client	License no. 1668/JAZ Gaming Authority – Curacao eGaming Term of validity – 1 year + auto prolonged for the same period Type of Gaming License – B2C
Websites	pkrdm.best

6.SPECIAL RULINGS, AMENDMENTS AND OTHER PROVISIONS**6.1.Special rulings**

1.The provision of the Services listed in clause (G) of Sub-section 1.1. of the Special Terms shall be launched on January 1, 2024.

6.2.Amendments

N/A

7.CONTACTS AND BILLING DETAILS**7.1.SUPPLIER'S CONTACTS**

CONTACT PERSON	CONTACT INFORMATION
SALES TEAM	sales@combobednv.com
PAYMENTS & INVOICES	finance@combobednv.com e.naomi@combobednv.com
TECHNICAL SUPPORT (SERVICE CENTRE)	support@combobednv.com
LEGAL SUPPORT	legal@combobednv.com;
COMPLIANCE	compliance@combobednv.com ;

7.2.CLIENTS' CONTACTS

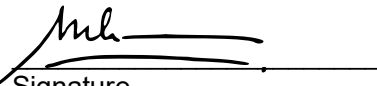
CONTACT PERSON	CONTACT INFORMATION
SALES TEAM	general@playdom.online

PAYMENTS & INVOICES	general@playdom.online
TECHNICAL SUPPORT	general@playdom.online
LEGAL SUPPORT	general@playdom.online

8.LIST OF ANNEXES

Annex	Description (if necessary)
1.Service Level Agreement	n/a
2.DPA	n/a

IN WITNESS whereof this Agreement has been duly signed by the Parties.

For and on behalf of COMBOBED N.V.	For and on behalf of PlayDOM B.V.
 Signature	 Signature
Full Name of Authorised Signatory (PRINTED)	Full Name of Authorised Signatory (PRINTED) Gouloud Mercedes Hammoud Director for and on behalf of G-Force Corporate Services B.V.; Director for and on behalf of Global Related Services B.V., Statutory Director
Date <u> </u> / <u> </u> / <u> </u> 29/1/2024	29/12/2023 Date

Signature:



Email: gouloud.hammoud@g-force-corporate-services.com

