

SOFTWARE LICENCE AND SERVICE AGREEMENT

This Agreement is concluded and made effective as of 14th of May, 2019
by and between:

Business name: The Holdings a.s.

Office: Biskupský dvůr 2095/8, 110 00 Prague 1, Czech Republic

Registration Number: 28613236

E-mail: @tomhorngaming.com

Represented by: Ondrej Lapidés

(hereinafter referred to as the "Licensor")

AND

Company name: JMS Investment Group N.V.

Registered office: Kaya Richard J. Beaujon z/n, Landhuis Joonchie II, Curacao.

Registration Number: 139753

E-mail: info@jmsinvestmentgroup.com / info@g-force-corporate-services.com

Represented by: Global Related Services B.V. and Cem Sisman

(hereinafter referred to as the "Licensee")

Hereinafter also referred to individually as "Party" or collectively as "Parties"

PREAMBLE

WHEREAS,

- A. The Licensor possesses the right to grant licences for the use of games, which can be played on an online basis (subject to definitions below),
- B. The Licensee wishes to acquire a non-exclusive licence to use the provided games and/or to grant further rights when operating interactive gaming business and using the software for commercial purposes according to this Agreement;
- C. The Parties in order to cooperate have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties, intending to be bound legally, hereby agree as follows:



1. DEFINITIONS AND INTERPRETATION

Capitalized terms defined hereunder shall have the meaning for the purposes of this Agreement as stated below:

AGREEMENT	Shall mean this written Software Licence and Service Agreement including all appendices attached hereto, amendments as may be adopted by the Parties from time to time and any and all affiliated documents, like Exhibit, Annex, Attachment, Schedule or any other document concerning the Licence or the use of Services, unless context indicates otherwise;
BONUS CAP	Shall mean the maximum amount of gaming revenues that the Licensee can use as Bonus Costs in respective period (1 month unless stipulated otherwise).
BONUS COSTS	Shall have the meaning as defined in Gaming Revenue Deductions
BUSINESS ACTIVITY	Licensee's activity in the provision of the Games to Players online (B2C) and the licensing of the Licensee's gaming platform (including the Games) to Operators (B2B);
CONFIDENTIAL INFORMATION	Shall mean all information related to the business and activities of the other Party, their customers, clients, suppliers and other entities, whether communicated orally, electronically or in writing, that may be obtained by the Party from any source or may be developed as a result of this Agreement, including but not limited to files, programs, databases, information stored at the servers, Software information (including source, machine and object codes), business (plans, strategies, models, etc.), operations, employment, financial, personnel information, including Personal Data information, details of IPR, customer details, information relating to any process or inventions, know-how, methods, processes, techniques, drawings, specifications, testing and training procedures and all other proprietary information, the content and existence of this Agreement and further non-public information which will become known by the conduct of other party according to this Agreement and has even a potential value.
EFFECTIVE DATE	The date on which this Agreement is signed by the Parties. If the Agreement is signed on two different dates, the latter shall be considered to be the Effective Date;



GAMES

The Games licensed by the Licensor to the Licensee as part of the Software in accordance with the terms of this Agreement, as listed individually in Appendix 1 hereto;

**GAMING REVENUE
(GGR/NGR)**

Shall mean the total sum aggregated from revenues generated via the Software from every use of the Games. GGR shall refer to Gross Gaming Revenue and NGR to Net Gaming Revenue.

GGR shall be calculated as: gross monies received by the Licensee from any use of the Games ("Cashbet"), less monies paid out as winnings of Players ("Cashwon") in respective period ($GGR = \text{Cashbet} - \text{Cashwon}$); respective period according to this Agreement is always one calendar month, unless stipulated otherwise. NGR shall be calculated as GGR less permissible Gaming Revenue Deductions according to this Agreement.

**GAMING REVENUE
DEDUCTIONS**

Shall mean allowed deductions of calculated GGR for the respective period. Allowable GGR deductions according to this Agreement are:

BONUS COSTS - shall mean all bonus money, free game bonus, free cash and loyalty or VIP points which can be converted to free cash awarded to Players by the Licensee/Operator to be used to play Licensor's games. When Bonus Costs are applied by the Licensee in respective period, reports in the form of .xls spreadsheet and system screenshots must be provided to the Licensor before the date of the following month, agreed by both parties, otherwise Bonus Costs may not be deducted from gaming revenues for such period.

CHARGEBACK – shall mean the reversal of a deposit of money by Players; such reversal being made in accordance with the rules and terms applicable by credit card operators, utilized for the deposit of such amounts. The Licensee is obliged to provide all relevant reports about every realized chargeback from the back-office and submit a payment processor confirmation (regarding legitimacy of such chargeback) upon the request of the Licensor, no longer than 5 working days after the request is formed.

GAMING TAX – shall mean applicable gaming tax which will be applied for the Business Activity due to applicable valid legal rules.

GO-LIVE DATE

The date on which the Games are available to start the Business Activity;

**INTELLECTUAL
PROPERTY RIGHTS**

or abbreviated "IPR", shall mean any and all intellectual and industrial property rights of whatever nature, whether recorded or registered or registrable or applied for in any manner (pending), whether currently in existence or to be developed/evolved and whether vested or

contingent, including without limitation: works of authorship, patents, registered designs, trademarks, service marks, logos, signs, business or trading names or other designations, design rights, copyright, semiconductor topography rights, utility models, rights in databases, know-how, domain names, trade secrets, inventions, ideas, discoveries and know-how, the right to apply for any of the foregoing and all other legal rights and titles protecting intangible property to the maximum extent permitted by applicable law, in each case for their full term (and all extensions, reversions and renewals thereof).

LICENCE FEE

Shall mean the fee payable by the Licensee to the Licensor for the use of the Software and the Games calculated on the basis of this Agreement, generally in the form of Gaming Revenue, unless stipulated otherwise;

OPERATOR

An entity that is duly licensed under applicable laws to offer the Games to Players, having a valid agreement with the Licensee to provide sub-licenses to the Games (subject to the conditions stipulated in the Agreement herein) as a part of its Business Activity);

PERSONAL DATA

Shall have the meaning according to the Data Processing Arrangement, which forms the Appendix No. 4 of this Agreement, regulating the rights and duties of Parties when processing Personal Data.

PLAYER/S

Shall mean a registered user on the Licensee's or Operator's Websites, i.e. every end-user entitled to play the Game;

SOFTWARE

Shall mean computer programmes: applications, components, modules, files, databases, etc., delivered as a Software, i.e.:

(a) the Games, as further described in Appendix 1, and the software supporting the Games, provided by Licensor in executable form, and

(b) unless otherwise mutually agreed between the Parties, any and all Software Releases, patches, updates and other deliverables supplied by the Licensor to the Licensee;

(c) any derivative work of the software under letter (a) resulting from enhancements, adjustments, additions or modifications made to it under the terms of this Agreement; and

(d) the Software platform ("RGS" – Remote Gaming Server) inevitable to use Games;

SOFTWARE RELEASE

Periodically issued upgrades or new releases of the Software which will be made available to Licensee as per this Agreement;

WEBSITE

Means any website, mobile site and mobile application accessed by means of the Software and which shall provide Players with access to the Games.

2. GRANT OF LICENCE**2.1. Rights granted – Licence**

Subject to the Licensee's compliance with the terms and conditions of this Agreement, the Licensors hereby grants to the Licensee, who accepts, a non-exclusive, sub-licensable (subject to the following clause 2.2), non-assignable and non-transferable licence ("Licence") to integrate and use the Software in order to display and play the Games by Players, solely for the Licensee's Business Activity in accordance with the provisions set out in this Agreement.

2.2. Sublicence

The Licensors agrees and accepts that the Licensee may sublicense the use of the Software as part of business to business operations to Operator/s ("Sublicence"). Sublicence must be provided with the same restrictions as stated in this Agreement, whereas the Licensee is not allowed to grant to the Operator more rights than are granted to the Licensee according to this Agreement. The Licensee shall notify the Licensors about every granted Sub-licence and a particular Operator in advance; Operator which will integrate the Software according to the instructions of the Licensors will be defined in separate Exhibit concluded between the parties. Licence Fees for any use of the Games, i.e. also from the use by the Operator have to be paid in time under this Agreement, otherwise the Sublicence expires. The Licensee is liable from Sub-licence granted to the Operator; i.e. for actions of Operator concerning the use of the Games and the Software (e.g. that all conditions, limitations and restrictions related to the use of the Software or any other obligations concerning the rights to the Software according to this Agreement will be duly observed by the Operator likewise). Sublicence provided contrary to this provision is banned and void.

2.3. Restrictions of Licence

The Licensee shall have no right without prior written consent of the Licensors to copy or create derivative works based on the Software, in whole or in part, to assign, re-distribute, re-sell, to grant further Licence to any part of the Software, unless expressly agreed otherwise in writing. The Licensee shall not modify, adapt, translate, reverse engineer, decompile, disassemble the Software or any of its parts in a way other than allowed by this Agreement. All rights not expressly granted to the Licensee under this Agreement are reserved by the Licensors. In particular, no rights of ownership, IPR or any right other than the use of the Software and the Games as specified in this Agreement are granted.

Restricted Territories: The Licensee is not allowed to use the Software or allow the use of the Software in the following areas/countries/territories: United States of America (USA), Australia, The Netherlands and Israel.

2.4. Assignment of Rights

Neither the Licence, Sublicence or any other rights arisen under this Agreement, nor any obligation arisen hereunder may be assigned or transferred by the Licensee, either partly or in the whole, without the prior written consent of the Licensor. Any attempted assignment in violation of this provision shall be null and void and shall have no force and effect. Subject to the foregoing, this Agreement shall be binding upon the parties, their successors and permitted assigns.

2.5. Additional Software

Additional software, in the form of Software Release that may be made available to the Licensee, shall upon being made available to the Licensee become part of the Software and subject to the same conditions as set out in this Agreement for the Software.

The Licensor undertakes to promptly provide the Licensee, all new versions, upgrades and Software Releases.

2.6. Intellectual Property Rights

All Intellectual Property Rights associated with the Software, including the Games belong to the Licensor or Licensor is entitled to execute them. All Intellectual Property Rights in respect to the Licensee's Platform and Player Personal Data remain the property of the Licensee. Personal Data of Players are not being exchanged and processed according to this Agreement, unless agreed otherwise. The Licensee shall not use Licensor's IPR, except as may be permitted from time to time by this Agreement.

The Licensee shall have the right to market and sublicense the Games under the brand of the Licensor. The Licensor shall include its logo on the load screen of its games. The Licensor and Licensee will have the right to mention on their respective websites that they are Licence partners.

Save as otherwise specifically permitted in this Agreement or agreed between the Parties in writing, neither Party may use the IPR of other Party nor other proprietary identifying symbols nor issue any press release or public statement relating to this Agreement without the prior written permission of the other Party.

In the event that either Party becomes aware of a possible infringement on the IPR of the other Party, they will immediately inform the other Party. The other Party shall surrender all defences to such Party and will not in any manner admit to the infringement vis-a-vis the claiming party.

3. TERM AND TERMINATION

3.1. Agreement Term and Force

This Agreement shall commence and be deemed effective on the Effective Date. This Agreement shall be valid and shall continue in force for an indefinite period of time ("Term").

3.2. Termination for Legal Reasons

Each Party is entitled to terminate the Agreement at any time, without stating a particular reason, by giving the two (2) months prior written notice to the respective other Party.

Either Party may terminate this Agreement by giving the written notice to the other Party, effective immediately when delivered, if:

- a) the other Party becomes insolvent or unable to pay its debts (the bankruptcy or dissolution proceeding are initiated pursuant to applicable legal rules); or proposes a voluntary arrangement, administrator or manager appointed over the whole or any part of its business or assets; or if any order shall be made or resolution passed for its winding up or enter into any composition or arrangement with its creditors;
- b) the Party to this Agreement is unable to cure the licence breach with regards to the decisions/conclusions of particular (Gaming) regulator or is under legal prosecution for its Business Activity or any criminal proceedings with regards to such Party or its business are initiated (including theft, fraud, or misuse of secrets and proprietary information).
- c) upon notice to Licensor that Licensee (or any of its Operators, affiliates) received any demand letter, warrant, other court order or notice from any government agency, regulatory, law enforcement or judicial entity of information investigating the legality of any aspect of Licensee's/Operator's business.

3.3. Termination for Cause

Either Party shall be entitled to terminate this Agreement at any time in the event of a material or persistent breach of this Agreement, upon fifteen (15) business days' notice from the delivery of such notice, or any such earlier time period as specified by a regulator with jurisdiction over the particular breach, given by the non-defaulting Party if the defaulting Party is in the breach of this Agreement and fails to cure such breach within the notice period.

3.4. Consequences of Expiration and Termination

Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including Licence Fees owed, the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination. All rights granted by the Parties to each other under this Agreement shall, on expiration or termination of this Agreement, automatically terminate and:

- a) Licensee will stop using any portion of the Software;
- b) upon request, the Parties shall promptly return any materials that have been supplied to either Party as a result of this Agreement (other than in respect of materials that must be retained for licensing or regulatory purposes); and
- c) Licensee shall return (if feasible) or delete any and all data and information that has been provided or accessed to during the Term of the Agreement (including any Software/Games data, IPR data and all Confidential Information and documentation).



4. WARRANTIES

The Parties represent and warrant that they possess the right and authority to enter into this Agreement and to perform all of its obligations hereunder.

Licensor represents and warrants that it has the right to grant the Licence the Software to the Licensee under this Agreement; to its best knowledge IPRs of all authors are duly settled, the Software does not infringe internationally registered industrial rights or copyright.

The Licensee declares that when will be using the Software according to this Agreement for Business Activity no laws, statutes, rules, regulations, directives of any relevant jurisdiction are to be violated, undertakes the liability for the legal operation of own Business Activities and represents, the Software will not be operated within the "Restricted Territories" (as defined in article 2.3) or for different purposes or in other way than settled in this Agreement, commits not to use the Software for any activity, which is illegal and should a special permission/registration/ licence be required when using the Software, Licensee obliges to obtain such entitlement.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

The Licensor shall indemnify and hold the Licensee and its directors, officers, employees, agents, shareholders, trustees harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses and damages arising out of or related to any and all claims made by third parties against the Licensee or any of its directors, officers, employees, agents, shareholders, trustees arising directly due to a breach by the Licensor of any of its obligations under this Agreement.

The Licensee shall indemnify and hold the Licensor and its directors, officers, employees, agents shareholders, trustees harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses and damages arising out of or related to any and all claims made by third parties against the Licensor or any of its directors, officers, employees, agents, shareholders, trustees arising due to a breach by the Licensee or Operator of any of its obligations or declarations under this Agreement, in particular, violation of any law, statute, regulation or other rule governing the business of the Licensee, improper use of the Software contrary to this Agreement, claims from third parties regarding the Licensee's Business Activity, or any other violation of this Agreement by the Licensee.

Limitations: Notwithstanding anything to the contrary, neither Party shall be liable to the other Party hereunder for indirect, incidental, special damages, loss of profits, sales, business or goodwill or consequential, punitive or tort damages or personal injury cases arising out of or in connection with this Agreement. Licensor shall have no liability, responsibility or obligation whatsoever (whether in contract, tort, including negligence, or otherwise), with respect to Licensees' partners or Operators or any other third parties as a result of the acts, omissions or activities of Player in connection with or as a result of this Agreement.

In no event shall the aggregate liability arising from or in connection with this Agreement exceed the amount of Licence Fees actually paid by Licensee to the Licensor for the period of previous 12 months, regardless of the basis of the claim or form of any action, and notwithstanding the failure

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of essential purpose of any remedy available.

6. SERVICES AND DELIVERABLES

6.1. Integration

The Licensee shall integrate the Software and the Games into the platform in accordance with the Software application protocol interface (API) as may be further specified in the Software documentation. The Licensee agrees and undertakes to complete such integration within a period not exceeding sixty (60) days from the Effective Date.

The Licensee shall provide and maintain two "demo" player accounts for the Licensor for each Website, for testing purposes. The same will apply to every sub-licensee. GGR generated by these accounts will not be calculated as accountable traffic. The Licensee grants access to Websites for the purposes to control the fulfilment of duties settled in this Agreement.

6.2. Software Documentation

The Licensor agrees to provide all necessary documents related to the Games and Software for the purpose of the Licensee utilizing the Software and/or Games in accordance with the terms of this Agreement.

The Licensor shall furthermore provide the Licensee with such documentation as is necessary to reflect the "RNG" (Random Number Generator) certification of the Games.

6.3. Support and Maintenance

The Licensor agrees and undertakes to provide the Licensee with support and maintenance services ("Services"), at no additional cost, as may be expected by the Licensee in connection with the Software according to the terms outlined in the Service Level Agreement, annexed hereto as Appendix no. 3.

The Licensee obliges to inform the Licensor about any event which may infringe the functionality of the Software, which will become known from the outputs resulting from mutual system connections and/or about any malfunction or planned breakdowns of the system or any feature/functionality of the Software, within reasonable time in advance and vice versa.

7. COMMERCIAL TERMS

7.1. Licence Fees

As from the Go-Live Date, the Licensee agrees to pay to the Licensor Licence Fees from any use of the Software, on a monthly basis unless agreed otherwise, calculated in accordance with the rules set out in Appendix no 2 ("Licence Fees").



The Licence Fees shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. Nevertheless, each party is liable for all own tax duties as they arise, according to valid applicable legal rules.

7.2. Invoices and maturity period

Licence Fees are paid according to the issued invoices, resulting from the systems outputs, duly executed reports and granted accesses.

Invoices shall be paid by the Licensee to the Licensor within the maturity period, but not later than fifteen (15) days from receipt of the respective invoice, via bank transfer to the Licensor's bank account, whereas paying party bears all fees associated with bank transfers. Every payment made under the Agreement is considered as duly settled when delivered to the bank account of the Licensor.

When the Party is in delay with the pecuniary obligation pursuant to this Agreement, obliges to pay late charges in the value of 0,05 % from delayed sum, for each day of delay. Licensor is entitled to block certain functionalities of the Software if the Licensee is in delay with any payment according to this Agreement or its Exhibits for more than 15 days.

8. GENERAL

8.1. Notices

Notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given on delivery when placed in the mail as specified herein or when confirmation or verification of receipt is received, whichever occurs earlier or if a particular delivery (or notice about such delivery) is returned as undelivered; 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) registered mail, return receipt requested, or by email. Communication and notices whatsoever may be held electronically to following contact details and are considered as delivered at latest 5th working day after sending, if it is evident, that the e-mail was delivered to the recipient.

For Licensor:

The Holdings a.s.

Office: address in the preliminary provisions

Email: javier@tomhorngaming.com

Account manager contact info:

Javier BLANCO

Mobile: +421 903 455 536

For Licensee:

JMS Investment Group N.V.

Office: address in the preliminary provisions

Email: info@g-force-corporate-services.com

Account manager contact info:



Each party is responsible for keeping own contact information current and accurate at all times and in the case of any change immediately notify the other Party about such change.

8.2. Confidentiality and Non-Disclosure

Commencing on the Effective Date and for a period of three (3) years from the termination or expiration of this Agreement, the Parties shall not reveal Confidential Information of the other Party or its related companies nor use such Confidential Information in any way (directly or indirectly) otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorized disclosure or use of such Confidential Information by employees, agents, business partners, sub-contractors or other third persons; Party to this Agreement is always liable for disclosure of Confidential Information by such third persons. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by 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.

The Confidential Information of the parties may only be used in connection with this Agreement. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like-kind, but always at least in a reasonable manner. Each Party is entitled to use information containing business name and basic identification details, including logo (but always the correct form) about collaborating Party in the list of collaborating partners or as the reference partner.

The provisions of this article (8.2) of the Agreement shall continue in full force even after the termination of this Agreement. If any action contrary to this provision is performed without appropriate cure and remedy, affected party may terminate this Agreement with an immediate effect and claim indemnification according to Article 4 of this Agreement.

8.3. Publicity

The Parties (and their affiliates, employees, agents, consultants and other collaborated persons) shall not without the prior consent of the other Party issue any press releases, articles, brochures, advertisements, prepared speeches or other public announcements related to this Agreement and/or to their relationship with the other Party, nor use its logo, name, trademarks or trade names.



8.4. Force Majeure

No delay, failure or omission by either party to carry out or observe any of its obligations hereunder shall give rise to any claim against such party or be deemed to be a breach of this Agreement if and for as long as such failure or omission arises from force majeure ("Force Majeure"), i.e. any circumstances beyond the reasonable control of that party, including, without limitation: acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect, unauthorised access to software material with intention to alter or modify existing settings or abuse the system for own benefits. If such delay or failure continues for at least 30 days, a Party not subject to the Force Majeure shall be entitled to terminate this Agreement by notice in writing.

8.5. Counterparts

This Agreement has been made in two originals, one for each Party. This Agreement and each agreement, schedule, and exhibit, contemplated herein may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Signatures transmitted by electronic transmission in any qualified encrypted format shall be deemed an original and signatures transmitted by facsimile or standard electronic transmission (i.e. pdf. form) shall be deemed an original if there is no doubt about genuity of signatures.

8.6. Entire Agreement, Amendments and Exhibits

This Agreement and its attached Appendices herein are incorporated and form an integral part of this Agreement as fully set forth herein. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior negotiations, promises, representations, agreements and understandings, conducted either in oral or written form.

This Agreement can only be modified by a written agreement duly signed by each party (in the form of Annex, Amendment, etc.). Should any rights and duties of the Parties be regulated more specifically or should further rights and duties concerning mutual collaboration be established, Parties may sign an Exhibit to this Agreement. The Exhibits to the Agreement constitute an integral part of the Agreement. In the Exhibit certain rights and obligations may vary from those stipulated in this Agreement. In the event of any discrepancy between the provisions of the Agreement and the Exhibits, the Exhibit will prevail.

8.7. Waiver

At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver, continuing waiver of that or any other term or condition of this Agreement unless agreed herein.

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8.8. Governing Law and Court of Jurisdiction

This Agreement shall be construed, interpreted and governed in accordance with the laws of Czech Republic.

Each party further acknowledges that it has read the Agreement and the attached Appendices, understands the terms and conditions contained in this Agreement and agrees to be bound by them.

IN WITNESS WHEREOF this Agreement has been duly signed and executed.

SIGNATURES:

Licensor

Licensee - JMS Investment Group N.V.

Name: Ondrej LAPIDES

Name: Global Related Services B.V.

Title: CEO

Title: Managing Director

Signature:

Signature:



Date: June 13, 2019

**Rep by: G-Force Corporate Services B.V.
Director**

**Rep by: G-Force Corporate Services B.V.
Tiarah Rodriguez Corasol
Proxy Holder**



**Date:
Cem Sisman
Director**

APPENDIX 1

GAMES

The up-to-date list of games is listed in API in GetGamesModule on the production server. / Or here:

List of the games:

Type	Name
Video Slots	243 Crystal Fruits
Video Slots	7 Mirrors
Video Slots	Blackbeard's Quest
Video Slots	Book of Spells
Video Slots	Casino Royal
Video Slots	Chicago
Video Slots	Cleopatra's Secret
Video Slots	Disco Fever
Video Slots	Don Juan's Peppers
Video Slots	Double Flash
Video Slots	Dragon Egg
Video Slots	Drunken Vikings
Video Slots	Dragon Riches
Video Slots	Feng Fu
Video Slots	Fire and Hot
Video Slots	Flaming Fruits
Video Slots	Frozen Queen
Video Slots	Fruit
Video Slots	Gardener
Video Slots	Geisha's Fan
Video Slots	Golf Championship
Video Slots	Gangland
Video Slots	Hammer of Thor

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Video Slots	Hot Blizzard
Video Slots	Ice Age
Video Slots	Jingle Bells
Video Slots	Jungle Adventure
Video Slots	King Arthur
Video Slots	La Playa
Video Slots	Leprechaun's Treasure
Video Slots	Loch Ness Monster
Video Slots	Luna Park
Video Slots	Middle Earth
Video Slots	Monkey 27
Video Slots	Monster Madness
Video Slots	Nitro Madness
Video Slots	OXO
Video Slots	Pandas Run
Video Slots	Red Lights
Video Slots	Red Seven
Video Slots	Royal Double
Video Slots	Savannah King
Video Slots	Sizable Win
Video Slots	Shaolin's Tiger
Video Slots	Sky Barons
Video Slots	The Cup
Video Slots	Thrones of Persia
Video Slots	Treasure Island
Video Slots	Triple Joker
Video Slots	Wall Street
Video Slots	Wheel of Luck
Video Slots	Wild Bells
Video Slots	Wild Pearl
Video Slots	Wild Sierra
Video Slots	Wild Weather

Video Slots	Wonders of the Ancient World
Table games	American Roulette
Video poker	Double Poker
Video poker	Video Poker Aces and Faces
Video poker	Video Poker Aces and Faces 4 Play
Video poker	Video Poker Aces and Faces Mega Poker
Video poker	Video Poker Deuces and Joker
Video poker	Video Poker Deuces and Joker 4 Play
Video poker	Video Poker Deuces Wild
Video poker	Video Poker Deuces Wild 4 Play
Video poker	Video Poker Jacks or better
Video poker	Video Poker Jacks or better 4 Play
Video poker	Video Poker Joker
Video poker	Video Poker Joker 4 Play
Table games	Baccarat
Table games	European Roulette
Keno	Extra Keno
Keno	Keno
Keno	Power Keno
Keno	Super Keno
Other	Quick Bingo
Other	Scratch Card

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APPENDIX 2

"LICENCE FEES"

1. The Commission is calculated in the amount of % (percentage) from Net Gaming Revenue ("NGR") based on monthly promotional activities. The Parties agreed on the following Commission models:

A. Calculation of the Licence Fees from NGR:

Monthly NGR (€)	Monthly Fee
0 – 200.000	7 %
200.001 – 500.000	6 %
500.001 and more	5 %

NGR = GGR – (minus) – Chargebacks – Gaming Tax (if applicable)

The Licensee obligates promote the Games during the term of this Agreement as follows:

Promotional activities

- The minimum of one (1) Games ALWAYS to be listed among the first 10 games in the categories "All / VideoSlots" on the website,
- Upon launch (Go-Live Date), Games will be included in the category 'NEW GAMES' for the period of 1 month on the Website,
- Upon launch a New Release, a THG banner has to be placed for a period of 1 week on the Website

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APPENDIX 3

"SERVIS LEVEL AGREEMENT"

In accordance with clause 6.3 "Support and Maintenance" of the Agreement, the Licensor shall provide such support and maintenance services as may be requested by the Licensee in accordance to the following service levels herein stipulated:

(a) **Method of Communication**

- Email/Ticketing system: <http://support.tomhorngaming.com>
support@tomhorngaming.com

Emergency contact in case of urgent matters:

- Phone: +35627761430

Case Severity Classifications:

The Help Desk Support Service provides a four level case severity which usually follow these definitions but are not limited to these definitions.

Urgent	Gaming Service is down or severely degraded causing a large number of users with the inability to access and/or play in the gaming system. Call the emergency number.
High	A business function or transaction process is not available. A single player is facing a quality of play issue. The management information and Backend systems are not functioning and cannot produce billing information.
Normal	Non critical issues, questions and general problems with BO or matters which still allow game transactions to take place.
Low	Feature requests, product questions, tutorials etc..

[Handwritten signature]
[Handwritten initials]

SLA Service Targets

Priority	Response Time (Mo-Fri 9.00 to 17:00 GMT+1)	Response Time (Weekends)
Urgent	1 hour	1 hours
High	5 hours	10 hours
Normal	24 hours	48 hours
Low	48 Hours	96 hours

9. Service Level Objectives - Uptime

Licensor will make best efforts to maintain a service availability of 99.5%.

Events of Force Majeure and planned Maintenance Schedules are considered severally due to the conditions stated in the Agreement and this Appendix hereunder.

Maintenance Schedules

Licensor, in line with its policy of continuous quality improvement, may at times apply maintenance fixes which might require the systems to be unavailable during such periods. These maintenance updates may be initiated by security considerations, software upgrades, bug fixes, due to the requests by law or regulation or as it will be necessary to protect Software's Infrastructure or other necessary patches. During these periods the services or parts of the service might be down and the system will not run at the Players computers. Licensor invests reasonable efforts to ensure that these periods of elective maintenance will not exceed 3 hours in any one month, except to conditions outside of Licensor's control and subject to Planned Maintenance windows and other similar windows including without limitation due to changes requested by the Operator. Licensor reserves the right to apply such fixes immediately, without prior warning; however, downtime will be minimized as much as possible.



APPENDIX 4

"DATA PROCESSING ARRANGEMENT"

Preamble:

This Data Processing Arrangement in the form of Appendix no 4 (hereinafter referred to as **"Arrangement"** or **"DPA"**) is an integral part of the Agreement, including any amendments thereof, as applicable, to ensure there is in place proper arrangements relating to personal data exchanging or processing or to be exchanged or processed between the parties during the Term of the Agreement. In consideration of the mutual obligations set out herein, the parties hereby agree to the terms set out in this Arrangement. Except where the context requires otherwise, references in this Arrangement to the Agreement are to the Agreement as amended by and including this Data Processing Agreement.

I. Definitions and Interpretation

1. **"Data Protection Laws"** means any applicable law with respect to any Personal Data, replaced or superseded from time to time, including the GDPR, laws implementing or supplementing the GDPR, European Union or applicable member state laws or any other Personal Data or personal privacy laws to the extent applicable to the parties of this Agreement.
2. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. **"Personal Data"** means personal data of data subject as defined by the GDPR.
4. **"Processing"** shall have the meaning as defined by the GDPR.
5. Special terms (not defined herein) shall be interpreted according to the GDPR. Special terms which have they meaning set in this DPA shall be interpreted according to this meaning (settled herein) and according to the GDPR.

II. Information and Data Processing:

1. Parties may exchange, process or collect various types of information and data in order to provide the Software and services according to the Agreement, subject to the terms and conditions of the Agreement.
2. The processing of regular data and information provided by one party to the other party or accessed by the recipient of such information or by any other person involved in the cooperation with or introduced by any of the parties, including involuntary disclosures or leaks



are governed by the Agreement and particular applicable laws. However, if any of provided, processed or introduced information is a Personal Data nature, terms of this DPA will always apply.

3. **Software Data:** Licensor does not process Personal Data of particular users of the provided Software/Games according to the Agreement, i.e. particularly Players or any other persons, that use the Software in accordance with its functionality or determined purposes. Nevertheless, Licensor or person authorized by the Licensor may time to time on a regular or irregular basis process various anonymous information/data regarding the use of the Software or any services associated with the Software or provided as a service to the contracted customers, clients, partners, etc. Such information, processed on an anonymous basis by various software tools may include following data, but are not limited – e.g.: language, currency, territory, game/session/transaction data, monies balances or any further information concerning the use of the Software, Games and provided services (*hereinafter referred to as "Software Data"*). Software Data are processed according to the Agreement for purposes of improving the Game functionality, features and management of the systems, cultivating game experience, further product development, including any eventual or vital updates and upgrades, troubleshooting and bug fixes, compliance with the terms and duties of the concluded agreements and control over such duties, following regulatory conditions, observing and keeping general and special legal requirements (including applicable laws and requirements of competent authorities) or any other purposes necessary to provide services and execute duties pursuant to the Agreement. Software Data are always processed on an anonymous basis (i.e. pursuant to the principles settled in recital no. 26 of GDPR). Software Data are not subject to GDPR.
4. **Representative Data:** each party may time to time process Personal Data of the persons associated with the other party (e.g. contact persons, representatives, shareholders, employees, affiliates, etc.) to observe contractual and legal rules regarding the provision of services or fulfilling regular duties according to the applicable legal rules (e.g. AML rules, etc.). Such data are provided and processed always on the need-to know basis (e.g. name, job title, e-mail, phone number, on-line identifier, etc. – as defined by particular party or used in the correspondence), for a particular purpose. Not providing such data needed for the purpose of fulfilling certain duties of the party according to the Agreement or valid legal order may be a reason to suspend and waive such duty by the party which needs to process such data to execute the duties. Representative Data, i.e. data of particular natural persons participating on the business of one of the party shall be therefore processed, regularly, according to this Arrangement (pursuant to rules and principles as stipulated hereunder).

III. Personal Data Processing Principles:

1. Parties may process time to time Personal Data for the purposes of providing the services under the Agreement or following obligations according to valid legal rules, always subject to the terms and conditions of this Arrangement. Each party declares and agrees to process Personal Data in accordance with the GDPR and Data Protection Laws (if Data Protection Laws of the Licensor and Licensee differs from GDPR and legislation of the other party, party requesting to follow any specific duty according to such laws shall inform the other party of such particular duty).
2. Each party obliges (*hereinafter referred to as "Processor"*) to process Personal Data according to the individual documented instruction from the other party (*hereinafter referred to as "Controller"*) or according to the Data Protection Laws (in particular case may Controller refer to Processor and Processor to Sub-Processor according to GDPR and Article I. para 5 of DPA). If there is no individual instruction to process Personal Data, Processor shall notify the Controller of such legal obligation before processing; unless that law prohibits such information on important grounds of public interest. When the Processor deems an instruction to be in breach of Data Protection Laws, the Processor shall promptly inform the Controller and state the reasons for its opinion.
3. When processing Personal Data each party undertakes to ensure that all employees and representatives accessing the Personal Data are (i) aware of the terms of this Arrangement and (ii) are bound by a commitment of confidentiality with respect to Personal Data.
4. Licensor and Licensee agree to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with the Article 32 of GDPR and other GDPR provisions. Protective measures shall include, but not be limited to the use of state-of-the-art software, computer and further encryptions methods as well as the use of adequate access controls, password procedures, blocking events, case specific authorisation or pseudonymisation concepts, logging and documentation of processes, further methods and tools to ensure the confidentiality, integrity, availability and resilience of processing systems and services, tools and measures to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident and implementation of procedures for testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. Each party shall in every specific case of processing as a Processor or Controller comply with any security requirements expressly required by the GDPR and applicable Data Protection Laws.
5. The Processor shall not involve any third party in the processing of the Personal Data without the consent of Controller, nevertheless the Controller provides hereby the universal consent to process Personal Data by the third parties guarantying the same level of Personal Data protection, complying with the measures as described in the previous par. 4 of this Article (subject to the Article 28, para 3(d) GDPR). The consent may be withheld by a written notification delivered to the Controller.
6. The Processor will assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of processing and the information available to the Processor. The Processor agrees and warrants that the security measures are

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appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

7. The Processor will contact the Controller if there is any Personal Data breach or incident where the Personal Data may have been compromised ("Personal Data Breach Notice"). Taking into account the nature of processing and the information available to the Processor, the Processor shall inform the Controller of any actual or suspected breach of security, including but not limited to, unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to Personal Data to ensure compliance with the Data Protection Laws. Every specific legal or individual order, warrant or any specific measure or interment under criminal law to preserve the confidentiality of a law enforcement investigation shall be taken into account when proceeding according to this clause.
8. The Processor shall at the choice of the Controller safely delete or return the Personal Data to the Controller after the end of the provision of services relating to processing of Personal Data or when the obligations from the Agreement cease to exist at latest. Nevertheless, the deletion shall include destruction of all existing copies unless Data Protections Laws requires or further special legal requirement requires, pursuant to GDPR, storage of the Personal Data.
9. The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Arrangement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.
10. Parties hereby undertake to maintain the integrity of the processed Personal Data, without alteration and correct and up-to- date form of the Personal Data. Parties shall co-operate with each other in order to achieve this goal and promptly provide assistance, if there is a request from the data subject for access, correction, blocking or deletion of Personal Data processed by the Processor according to this Arrangement. Any request from a data subject directly to the Processor, shall be directed to Controller. Insofar as possible, for the fulfilment of the GDPR obligations, as reasonably understood by each party, parties will cooperate to respond to requests to exercise Data Subject rights under the GDPR.
11. The processing carried out under or in connection with this Arrangement shall either be carried out in the territory of the Union (and particular Member States) or in the territory of one of the approved third countries or international organisations designated from time to time by the European Commission; if any processing of Personal Data shall be carried to third country territory, the Processor shall inform about such transfer the Controller and both parties agree to adopt and implement measures under GDPR (Article 44 and following) and specific decisions of respective authorities for the Personal Data transfer to third countries or international organisations.

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IV. General

1. This Arrangement is governed by the law that governs the Agreement, GDPR and Data Protection Laws. Nevertheless, regulation contained in the Agreement and GDPR shall prevail over particular Data Protection Laws if legally possible.
2. This Arrangement shall remain in force until the Agreement or specific rights and duties resulting from the Agreement expires or terminates, whichever is the later.
3. Licensor reserves the right to refuse the processing of Personal Data according to the delivered instruction of the Licensee, in whole or partially, at any time.
4. Any and all information considered as Confidential Information shall always be interpreted, processed and kept pursuant to the applicable provisions of the Agreement and nothing in this DPA shall be construed as to relieve any party from any duty regarding the Confidential Information or to waive any duty with regards to the Confidential Information. Furthermore, neither provision or duty of GDPR and Data Protection Laws shall be construed to waive any duty with regards to the Confidential Information under this Agreement. Personal Data shall always be treated as Confidential Information. Nothing in this Arrangement reduces parties' obligations under the Agreement in relation to the protection of Personal Data or permits to process Personal Data in a manner which is prohibited by the Agreement.



EXHIBIT No.1:
to the Software Licence and Service Agreement
"Live Dealer Games"

This Exhibit ("**Exhibit**") is concluded on 14th day of May 2019 by and between **THE Holdings, a.s.**, a company incorporated in the Czech Republic having its registered office situated at Biskupský dvůr 2095/8, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 28613236 (hereinafter referred to as "**Licensor**") and **JMs Investment Group N.V.**, with its registered seat at Kaya Richard J. Beaujon z/n., Compnay No. 139753 (hereinafter referred to as "**Licensee**") according to and in addition to the Software Licence and Service Agreement, which has been concluded by the parties on 14th of May 2019(hereinafter referred to as "**Agreement**").

Live Dealer Games :

1. Parties hereby agreed to extend the list of Games of the following new type of Games, which shall amend the Games listed in Appendix no. 1 :
 - Live Dealer Games
2. License Fees applied for Live Dealer Games:
 - License Fees: 9 % GGR/month

Rights and duties not arranged in this Exhibit are regulated by particular provisions of the Agreement. Live Dealer Games are for the purposes of the Agreement considered as "Games", nevertheless conditions stipulated in this Exhibit shall prevail over the terms set in the Agreement.

This Exhibit is executed in two counterparts, each of which will be deemed an original, signed by both Parties and each Party will keep one counterpart.

The Exhibit shall be effective and legally binding on the date when signed by both parties hereunder.

IN WITNESS WHEREOF, the Parties hereto have attached their signatures.

In Bratislava, on 23th of March, 2019

For Licensor:



Name: Ondrej LAPIDES

For Licensee: JMS Investment Group N.V.



Name: Global Related services B.V.

Title: Managing Director

Date: June 13, 2019

Rep by: G-Force Corporate Services B.V. – Director

Rep by: **G-Force Corporate Services B.V**

Tiarah Rodriguez Coraso!

Proxy Holder



Cem Sisman
Director

