

SOFTWARE AS A SERVICE ("SAAS") AGREEMENT dated 2nd of May 2023

BETWEEN;

EG OVERSEAS SERVICES B.V. a company registered in Curacao with company registration number 135218 having its registered office at Abraham Mendez Chumaceiro Blvd. 50, Willemstad, Curacao ("Evolution").

AND

JMS INVESTMENTS GROUP N.V. a company registered in Curacao with company registration number 139753 having its registered office at Kaya Richard J. Beaujon z/n, Curacao ("the Operator").

Evolution and the Operator are hereinafter individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

WHEREAS

- a) Evolution provides the Evolution Services. The Operator being a duly licensed provider of online gaming services in accordance with Applicable Law wishes to receive the Evolution Services as further set out in this Agreement.
- b) Capitalised terms used in the recitals shall have the meanings attributed to them in this Agreement. The Clause and schedule headings are for convenience only and shall not affect the interpretation of this Agreement. References to the singular include the plural and vice versa, and references to one gender include the other gender. Any phrase introduced by the expressions "including", "include", "for example" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1. THE EVOLUTION SERVICES

- 1.1 Evolution hereby agrees to provide the Evolution Services, in accordance with the service levels as stipulated in the Service Level Agreement, to the Operator within the Territory in accordance with the provisions set out hereunder.
- 1.2 The Parties acknowledge and agree that Evolution is the sole and exclusive owner of all rights, title and interest in and to the Evolution Platform and all of its contents. The Operator, shall not, either directly or indirectly, without the prior written consent of Evolution (such consent to be given, conditioned or withheld by Evolution at its sole discretion):
 - 1.2.1 transfer or sub-contract any of its rights, obligations or liabilities under this Agreement;
 - 1.2.2 otherwise sell, assign, license, sub-licence, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Evolution Services, whether in full or in part, to any third party;
 - 1.2.3 make any modifications or improvements to the Evolution Platform for any purpose, including error correction or any other type of maintenance;
 - 1.2.4 disassemble, reverse engineer, decompile or attempt to make any copies of the Evolution Platform, whether in part or in full;
 - 1.2.5 develop, produce, make, distribute, license, exploit any Derivative Work of the Evolution Platform;
 - 1.2.6 modify, remove or obscure any proprietary notices placed on the Evolution Platform;
 - 1.2.7 copy the Evolution Platform by any means for any purpose whatsoever except if and to the extent that may be required for compliance with Applicable Law and in such cases subject to Evolution's prior written consent that shall not be unreasonably withheld, conditioned or delayed and subject to the Operator providing evidence to Evolution of such requirements;

- 1.2.8 attempt to derive source code or other Confidential Information from the Evolution Platform except as permitted by Evolution in writing;
- 1.2.9 use the Evolution Services for any purpose other than the Operator Services;
- 1.2.10 include in the Operator Services any material that could adversely affect Evolution's name, image or reputation such as Prohibited Content, or that infringes the rights of third parties or that incites or encourages racism;
- 1.2.11 place, permit or allow any advertising of the Evolution Services and/or Evolution Platform in contravention of any Applicable Law such as by advertising the Evolution Services and/or Evolution Platform on websites or other digital properties which encourage or facilitate crime, or which encourage or facilitate the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise); or
- 1.2.12 allow any third parties that are not expressly authorised in writing by Evolution or, otherwise, expressly permitted by this Agreement, to access or to use the Evolution Services.

1.3 Assignment of rights

- 1.3.1 Except as expressly provided in this Agreement, neither Party may assign or transfer its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.
- 1.3.2 The Operator may, subject to Evolution's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, novate, assign or transfer its rights and/or obligations under this Agreement to an entity within the Operator's Group provided that the transferee/assignee can meet its obligations under this Agreement.
- 1.3.3 Evolution may, subject to prior written notice to the Operator, novate, assign or transfer its rights and/or obligations under this Agreement to an entity within the Evolution Group provided that the transferee/assignee can meet its obligations under this Agreement.

2. THE GAMES

- 2.1 Within the Evolution Platform, Evolution shall provide, inter alia, from time to time, access to different types of Games, such as Live Games and/or Non-Live Games, as further defined in the Schedules. All Branded Games are also subject to the terms and conditions set out in Schedule 4 (*Additional Terms Applicable to Branded Games*).
- 2.2 New generally available Games developed by or licensed to Evolution and/or by an Evolution Group company will be offered to the Operator through an Evolution Platform update under the general terms of this Agreement. The Operator acknowledges that certain new Games may be subject to additional conditions and/or fees which will be agreed separately in writing (attached sample Work Order as set out in Schedule 8).
- 2.3 Evolution shall determine the payout tables and the RTP of the Games and such determination will be undertaken in accordance with Applicable Law.
- 2.4 Evolution shall be responsible for the live RTP monitoring of the Games provided through the Evolution Platform. Evolution will provide a report of the same to the Operator on such intervals as Evolution acting reasonably deems necessary to enable the Operator to comply with its RTP reporting obligations.
- 2.5 The Operator shall provide Evolution with a test account to enable Evolution to access the Operator Website(s) to test the Games as a normal User.
- 2.6 The Operator agrees to integrate the Operator Services with the Reward Games API.
- 2.7 Games may be offered to the Operator with Payout Protection subject to additional conditions and/or fees which will be agreed separately in writing.
- 2.8 WITH REFERENCE TO NON-LIVE GAMES ONLY:

- 2.8.1 Evolution shall be solely responsible for all jackpot contributions, levels and fall-outs, which results shall be conclusively determined on the basis of data generated by the Non-Live Games.
 - 2.8.2 Evolution reserves the right to limit Non-Live Game configurations, including (but not limited to) coin values, bet levels and jackpot seed values in order to reduce operational risk exposure.
 - 2.8.3 Local Jackpots are calculated in Euro (€) (or in such other currency agreed in writing) and paid to the Operator for onward payment to the winning User. Contributions to Local Jackpots are converted from User currency to Euro (€) at the time of such contribution. The Operator is responsible for all seeding amounts of Local Jackpots.
 - 2.8.4 Certain Non-Live Games feature Pooled Jackpots and/or Pooled Promotions that are shared between several of Evolution's operators. Eligibility to participate in Pooled Jackpots and/or Pooled Promotions shall be at the discretion of Evolution and, if approved, shall be subject to such qualification criteria as may be determined, from time to time, by the relevant Evolution Group Company. Accordingly, once approved, the Operator shall be required to agree to additional terms for the Pooled Jackpots and/or Pooled Promotions and additional entry contribution fees may be applicable.
- 2.9 WITH REFERENCE TO LIVE GAMES ONLY: When offered, Evolution will provide the MCR Services on a gratuitous basis. Evolution does not give any guarantee, warranty, representation or other assurance(s) of whatsoever nature as to the MCR Services or the correctness of their findings/outcome. Any action taken by the Operator upon the information provided by Evolution as part of the MCR Services is strictly at the Operator's own risk and neither Evolution nor any of its Group Companies shall be held liable for any losses and/or damages caused to the Operator or to any third parties as a result of the Operator acting on the findings of the MCR Services.

2.10 MARKETING AND PROMOTION

In consideration of the fees set out in the Commercial Terms Schedule 2, the Operator agrees and undertakes:

- 2.10.1 to offer and to keep offering at all times during the Term, the Live Games on a dedicated Live Casino Link on all the Operator Website(s);
- 2.10.2 that the marketing of the Evolution Platform and the positioning and prominence of the Games on all Operator Website(s) where Similar Service is offered, shall, within what is commercially reasonable, be at least equivalent/preferential to the Similar Service;
- 2.10.3 not to offer to Users from all Operator Website(s) any games that are materially similar to the Live Games owned by Evolution or by its licensors, such games to be advised by Evolution from time to time (email sufficing);
- 2.10.4 that all marketing of the Evolution Platform shall be in accordance with Responsible Gambling requirements to the extent applicable and shall comply with Applicable Law; and
- 2.10.5 not to associate Evolution, directly or indirectly, with any content that Evolution, in the exercise of its reasonable discretion, deems to be objectionable or which is of the type contemplated in Clauses 1.2.10 and 1.2.11.

3. INTELLECTUAL PROPERTY

- 3.1 Each Party grants to the other a non-exclusive, royalty-free licence throughout the Term to use such of the other Party's Intellectual Property Rights solely within the Territory and to the extent that the other Party reasonably requires use of the same to fulfil its obligations and to exercise its rights under this Agreement and subject to any reasonable directions from other Party in relation to that use.
- 3.2 Any and all Intellectual Property Rights developed and owned by either Party at the Commencement Date or during the Term shall remain vested in that Party.

- 3.3 Subject to Clause 3.4, below, the Operator acknowledges and agrees that all property and rights including Intellectual Property Rights in the Evolution Platform arising from or created, produced or developed by Evolution (whether alone or jointly with others) under or in the course of the Agreement shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Evolution and the Operator shall not acquire any right, title or interest in or to the same. The Operator hereby assigns to Evolution as legal and beneficial owner with full title guarantee all rights of any nature throughout the World, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the Term of this Agreement come to be vested in the Operator, to hold the same unto Evolution, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard the Operator waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.
- 3.4 Evolution acknowledges and agrees that all property and rights including Intellectual Property Rights in the Operator Materials (including graphics, imagery and 'look and feel') provided by or on behalf of the Operator to Evolution for the purposes of this Agreement shall be and remain the sole and exclusive property of the Operator and/or their respective licensors and Evolution shall acquire no right, title or interest in or to the same.
- 3.5 Derivative Works created or invented by the Operator based on the Evolution Platform and/or Evolution Software or any Intellectual Property Rights embodied or incorporated in such Derivative Works or any part thereof, shall be exclusively owned by Evolution. If the Operator becomes the owner, through assignment or otherwise, of any such Derivative Works, patent application or letters patent, then, at Evolution's request, all rights therein shall promptly be assigned by the Operator to Evolution without compensation. Upon demand and at Evolution's expense, Operator shall provide Evolution with any and all documents or other reasonable assistance deemed necessary or advisable by counsel in order for Evolution to secure, maintain and/or protect such rights.
- 3.6 Each Party shall promptly notify the other Party in writing if such Party becomes aware of any actual, threatened or suspected infringement of any Intellectual Property Rights.
- 3.7 When and if a trademark is used on or in connection with the Evolution Software and/or the Evolution Platform, the Operator shall:
- 3.7.1 abide by the trademark laws and by what are considered to be sound practices in regard to trademark notice provisions in the Territory;
 - 3.7.2 properly use the "™" or "®" designation and other trademark notice and information in accordance with such reasonable instructions that Evolution may, from time to time, provide in writing (email permitted); and
 - 3.7.3 not use the trademark as the generic name of the Evolution Platform.
- 3.8 The Operator shall both during and after the Term of this Agreement refrain from using, either directly or indirectly, any software, material or property, including (without limitation) any name, character, symbol, logo, and/or design, in a manner that breaches Evolution's Intellectual Property Rights.
- 3.9 Without prejudice to Section 9, Evolution's sole obligation is to replace the infringing part of the Evolution Platform with alternative software, with substantially similar functionality, free of any such infringements, or modify the software in such a manner that renders it non-infringing. If Evolution, for viable reasons, chooses not to replace or modify the infringing part of the Evolution Platform, Evolution will have the right to terminate this Agreement by giving thirty (30) calendar days' prior notice in writing and Clause 13.7 shall apply.
- 3.10 Other than as provided in this Section 3, and without prejudice to Section 9, the Operator shall not undertake any other action in response to any claim of any alleged infringement of Intellectual Property Rights.

4. TERRITORY; REGULATORY OBLIGATIONS; TSAs

- 4.1 The rights and licences in this Agreement are granted in the Territory, subject to (a) the Operator's compliance with Applicable Law; and (b) the Operator keeping Evolution updated with respect to the Operator's list of target markets, Operator Licences and Operators Websites before offering the Games in any new jurisdiction and/or brand, for use of any of the Operator Services within the Territory only. In relation to the foregoing:
- 4.1.1 if the Operator breaches this Clause 4.1, this shall be deemed a Material Breach of the Agreement; and
 - 4.1.2 without prejudice to its other rights and remedies, Evolution shall have the right to suspend the availability (in general or with respect to certain markets/areas or Users) of all or parts of the Evolution Platform to the Operator where Evolution can supply the Operator with supporting documentation/evidence showing that (a) the Operator does not have in place such technical and administrative measures (such as geo-blocking and IP addressing) in line with Good Industry Practice to ensure that (i) the Games are only being accessed by Users located in the Territory and (ii) the Branded Games are not being accessed by Users located in the territories from time to time listed in Annex A of Schedule 4 and (b) the Operator is in breach with its undertaking set out in Clause 4.1 above.
- 4.2 The Parties may wish to regulate certain markets/jurisdictions falling within the definition of Territory by means of a TSA which may include additional terms and conditions as well as additional fees. For the sake of clarity, each and every TSA shall (i) incorporate the terms of this Agreement *mutatis mutandis*; (ii) may be subject to the superseding terms agreed between the Parties contained in the TSA including the holding of all permits/licenses required by Applicable Law in such new market(s)/jurisdiction(s); and (iii) shall form the agreement for the provision of the Games by the Operator in such market/jurisdiction.

5. PERFORMANCE OF THE SERVICES

- 5.1 Evolution may retain sub-contractors for any aspect of the provision of the Evolution Services. Evolution shall remain liable to the Operator for the compliance of its sub-contractors with the terms of this Agreement as if the performance of the sub-contractors was Evolution's own. Additionally, part of the Evolution Services may be provided by Evolution Group Companies.
- 5.2 Evolution shall be entitled to suspend the Evolution Services in the event that Evolution conducts Scheduled Maintenance and/or Emergency Maintenance to the Evolution Platform.
- 5.3 The Operator shall ensure that at all times during the Term the Operator's end-user terms and conditions provide for the following:
- 5.3.1 Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Operator Services is to the Operator alone;
 - 5.3.2 Users agree to use the Games in accordance with the Operator's general terms and conditions inclusive of any Game-specific terms and conditions; and
 - 5.3.3 Users agree not to reverse engineer or decompile any of the Evolution Platform, modify, remove or obscure any proprietary notices placed on the Evolution Platform, copy the Evolution Platform by any means for any purpose whatsoever, attempt to derive source code or other Confidential Information from the Evolution Platform or use the Evolution Platform for any purpose other than playing the Games or in any way that could adversely affect Evolution's name, image or reputation.

6. FEES AND PAYMENT CONDITIONS

- 6.1 The Operator shall pay the Fees in Euro (€) to Evolution (or to an Evolution Group Company), as set out in the Commercial Terms Schedule 2 on the basis of data imported from the Back Office Tools. Fees may be invoiced by the relevant Evolution Group Company.

- 6.2 The Operator shall pay the Fees by bank transfer from an account held by the Operator with a reputable financial institution to an account nominated by Evolution¹, no later than fifteen (15) calendar days after the invoice date. A request by the Operator to adjust an invoice must be made no later than five (5) Business Days after the last day of the Month covered by the invoice, following which the Operator shall not be entitled to make any adjustments to the relevant invoice (including, for the avoidance of doubt, make any permitted deductions in respect of such Month) in the absence of manifest error or fraud. If the requested adjustment is acceptable pursuant to this Agreement, it will be deducted from the invoiced amount of the following Month.
- 6.3 All and any Fees to be charged by Evolution pursuant to this Agreement are exclusive of any:
- 6.3.1 sales tax or other similar tax or charge;
 - 6.3.2 withholding taxes that may from time to time be levied thereon in accordance with Applicable Law;
 - 6.3.3 bank charges and expenses; and
 - 6.3.4 costs, charges or mark-ups that may from time to time be levied thereon by the Third Party Platform (the "**Third Party Platform Fees**"). For greater clarity and by way of illustrative example, in the event that the Operator's Third Party Platform were to levy any Third Party Platform Fees on Evolution, such Third Party Platform Fees shall be added to the Fees and be due and payable by the Operator to Evolution. Accordingly, Evolution shall not be responsible for the payment of any such Third Party Platform Fees.
- 6.4 If the Operator fails to pay any amount payable by it under this Agreement (which is not subject to a Valid Dispute) by the due date Evolution shall be entitled, but not obliged, to:
- 6.4.1 charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of four per cent (4%) per annum above the base rate at the time of the European Central Bank, provided that the interest rate shall not exceed the maximum allowed by Applicable Law; and/or
 - 6.4.2 after a grace period of fourteen (14) calendar days, immediately suspend the provision of the Evolution Services to the Operator until Evolution has received the full amount of arrears in its nominated account in cleared funds; and/or
 - 6.4.3 terminate this Agreement immediately by written notice to the Operator where payment has not been received by Evolution in the manner set out in Clause 6.4.2 above within thirty (30) calendar days of the relevant due date; and/or
 - 6.4.4 in the event of a persistent failure by the Operator to settle invoices on time, demand and receive from the Operator such sureties as to future payment (such as the provision of a parent company guarantee or a deposit against future obligations) as Evolution in its reasonable discretion may require, and the Parties agree that Evolution may continue to suspend the availability of the Evolution Services until Evolution has received such surety in a legally enforceable format;
- in all cases without any liability to the Operator.
- 6.5 The Operator will reimburse Evolution for all costs and/or charges (including reasonable professional legal fees) incurred in collecting amounts due under this Agreement.
- 6.6 The Operator agrees and undertakes to procure that any Gambling Transactions will only be made in a FIAT Currency. The Operator is allowed to accept deposits and payments in Virtual Currencies, provided that any such deposits and/or payments made by Users to the Operator in Virtual Currencies are converted into a FIAT Currency when reported to Evolution.

¹ EG Overseas Services B.V. is a subsidiary of Evolution Malta Holdings Limited and member of the Evolution AB Group. The bank account is operated by JP Morgan Bank Luxembourg SA in the name of Evolution Malta Holdings Limited. Payments made to this account in the name of EG Overseas Services B.V. will be routed through Evolution Malta Holdings Limited acting as the group's in-house bank through which all payments and receipts for the group are routed.

- 6.7 The Fees set out in the Commercial Terms Schedule 2 will apply to all Gross Gaming Revenues and/or Net Gaming Revenues (as applicable) generated pursuant to this Agreement and pursuant to the Operator's organic growth. Accordingly, the Operator agrees that:

- 6.7.1 if the Operator merges or otherwise acquires or is acquired by an existing customer of Evolution, the agreement then in force between Evolution (or Evolution Group company) and that customer will continue in force until its term expires, after which the Parties will renegotiate the terms;
- 6.7.2 in cases other than those mentioned in Clause 6.7.1 above, the Fees stipulated under Clause 1 of Commercial Terms Schedule 2 shall apply to the aggregated Gross Gaming Revenues and/or Net Gaming Revenues (as applicable) generated by the Operator's organic growth and the acquired business' volumes.

7. SYSTEM

- 7.1 The Operator acknowledges that the provision of the Evolution Services is dependent upon the Operator:

- 7.1.1 implementing and maintaining at all times the System Operation Requirements; and
- 7.1.2 accepting and implementing without delay all Software Updates provided by Evolution relevant for the Operator Services;

and the Operator agrees that should it fail to abide by Clauses 7.1.1 and 7.1.2, it may adversely affect the provision of the Evolution Services. Evolution shall have no liability to the Operator for any Defect or other fault, unavailability, deficiency or other adverse effect affecting the Evolution Platform or the Operator Services to the extent attributable to the Operator's failure to ensure the matters set out in this Clause 7.1.

- 7.2 The Operator shall in line with Good Industry Practice be responsible for maintaining strict fraud control to ensure that cheating and other fraudulent or dishonest practices/behaviour by Users is minimized. The Operator shall apply appropriate safeguards in its own internal risk systems and include relevant contractual terms and conditions in its standard User agreements to enable the Operator to monitor unusual patterns of gameplay, suspend cash-outs to Users, withhold payments and withdrawals of winnings to its Users and to void relevant transactions, to ensure inter alia that:

- 7.2.1 winnings may be cancelled and stakes returned to Users, in the event that the Operator or Evolution, acting reasonably, should have reason to suspect, that a Game has been subject to game malfunction; and
- 7.2.2 winnings may be withheld and stakes retained by the Operator in the event that the Operator or Evolution should have reason to suspect, acting reasonably, (i) that the Game has been subject to fraudulent manipulation or tampering by a User/s; (ii) that a User has cheated or influenced the outcome of a Game; or (iii) that a User has otherwise created an unfair advantage in the outcome of a Game to their benefit. Evolution shall not be liable to the Operator in the event of any losses incurred by the Operator pursuant to any failure by the Operator to abide by the provisions of this Clause 7.2.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement excludes or in any way limits the liability of a Party arising as a result of:

- 8.1.1 fraud;
- 8.1.2 wilful default;
- 8.1.3 death or personal injury caused by negligence;
- 8.1.4 in the case of the Operator:
- 8.1.4.1 any failure to make any payment pursuant to Section 6; and/or
- 8.1.4.2 any breach of Clause 9.2; and/or
- 8.1.4.3 any breach of Schedules 3 and/or 4; and/or

- 8.1.4.4 any infringement of any of Evolution's and/or an Evolution Group company's Intellectual Property Rights;
- 8.1.5 any liability to the extent the same may not be excluded or limited as a matter of the governing law of this Agreement or pursuant to the express terms of this Agreement.
- 8.2 Subject to Clauses 8.1 and 8.3, the total aggregate liability of each of the Parties (including their Group companies or affiliated entities) under or in connection with this Agreement or with any collateral contract (explicitly including any failure to comply with a warranty obligation or indemnity) whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise will not under any circumstances exceed ~~two hundred fifty thousand~~ ~~xxxxxxx~~ ~~xxx~~ thousand Euro (€100,000) for any one event or series of connected events. one hundred
- 8.3 Subject to Clause 8.1, Evolution shall not be liable to the Operator under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special, punitive or consequential loss of any kind or any loss of opportunities, loss of income (including actual or anticipated profits), loss of business or contracts, loss of goodwill or reputation, loss of anticipated savings, damage to or corruption of data, wasted expenditure, whether or not the Operator was aware of the circumstances in which such loss could arise.
- 8.4 If any failure by Evolution to provide the Evolution Services (or part thereof) is attributable to an External Event then Evolution shall not be liable for such failure.
- 8.5 If any failure by Evolution to provide the Evolution Services (or part thereof) under this Agreement is attributable to acts and/or omissions of both Parties, then the liability of each Party shall be proportional to their own failure.
- 8.6 Except as expressly provided in this Agreement all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.
- 8.7 Neither Party shall be liable to the other Party for any enforcement action taken against it by any Government Agency or regulator.
- 8.8 A Party's general obligation at law to mitigate its loss shall extend to any loss that gives rise to a claim under the indemnities set out in this Agreement.
- 8.9 The Operator acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within twelve (12) Months from the date of the claim arising, or, if later, within twelve (12) Months from the date the Operator first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.
- 8.10 The Parties acknowledge that (i) from time to time, as a result of a Force Majeure Event the provision of Evolution Services or parts thereof, can be temporarily disrupted or interfered with or not be delivered or received, (ii) the preceding provisions have been freely negotiated by the Parties who are independently legally advised and are of equal bargaining power and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this Agreement and that no interpretation of this Agreement shall be made *contra proferentem*.

9. WARRANTY AND INDEMNITY

- 9.1 Either Party warrants, represents and undertakes to the other Party that:
- 9.1.1 it has full power, capacity, authority and right to execute and deliver this Agreement and to perform its obligations hereunder;
- 9.1.2 its entering into this Agreement does not contravene any law, its constitution, any agreement to which it is a party or any judgment applying to it;

- 9.1.3 other than the gambling licences, no approval, authorisation, consent or filing is required in connection with the execution, delivery and performance of this Agreement by such Party;
 - 9.1.4 this Agreement is executed by a duly authorised representative of such Party;
 - 9.1.5 it has title to and/or the authority to grant the rights or other licences to the other Party as set forth in this Agreement, including such licences to use any Intellectual Property Rights which may be required by the other Party to exercise its rights and perform its obligations under this Agreement;
 - 9.1.6 it will comply with Applicable Law, rules and regulations in the performance of its obligations under this Agreement;
 - 9.1.7 it shall have and maintain in place throughout the Term of this Agreement its own policies and procedures to ensure compliance with all applicable laws and regulations relating to anti-money laundering, anti-bribery and anti-corruption;
 - 9.1.8 it holds and shall maintain all necessary consents, approvals, authorisations and licences which are required to exercise its rights and perform its obligations under this Agreement for the duration for the Term;
 - 9.1.9 it is duly organised under the laws of its jurisdiction of incorporation;
 - 9.1.10 it will immediately upon receipt, provide the other Party with copies of any complaints, orders or notices from authorities or industry bodies that relate to the other Party's compliance with any Applicable Law;
 - 9.1.11 to the best of its knowledge and belief no litigation or administration action is in process or being threatened which involves a Party and which is reasonably likely to affect in a material manner the ability of such Party to perform its obligations under this Agreement; and
 - 9.1.12 it is able to pay its debts when they fall due.
- 9.2 The Operator warrants, represents and undertakes to Evolution that:
- 9.2.1 it has, and/or its relevant Operator Group Companies, have full power, capacity, authority and right to operate the Operator Websites;
 - 9.2.2 without limiting the other covenants, representations and warranties set forth in this Agreement, the Operator is and shall remain throughout the Term in full compliance with all gaming or gambling laws, regulations and policies applicable to Operator's performance of its obligations under this Agreement;
 - 9.2.3 the Operator shall, at its own cost and expense, seek, obtain and maintain throughout the Term all necessary gaming approvals that it is required to possess in order to license and otherwise provide the Operator Services in the Territory in accordance with the Applicable Law of the Territory;
 - 9.2.4 it will not knowingly say or do anything or omit to do anything that may bring the reputation of Evolution into disrepute or knowingly harm the goodwill in Evolution's Intellectual Property;
 - 9.2.5 any information provided by the Operator in order to be approved by Government Agencies for the purpose of obtaining any applicable license or permit, and any subsequently provided regulatory-related information, is and shall remain true, accurate and complete in all material respects, and the Operator shall cooperate fully with Evolution in providing such information;
 - 9.2.6 it shall at all times comply with the requirements of AML Legislation. In particular, the Operator shall (i) perform regular and adequate KYC checks on Users as may be required by AML Legislation and Applicable Law; (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 Users as AML Legislation may require, (iii) where the Operator elects to accept funds through Virtual Currency methods, the Operator 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 Users and the true identity of such individuals and (iv) all deposits from Users shall be processed through licensed financial institutions;
 - 9.2.7 it shall comply with any and all Responsible Gambling requirements from time to time applicable to the Operator; and

- 9.2.8 the Operator has not received written notice of any claim from any third-party, and has no actual knowledge of any such claim, pending or threatened, that the Operator Services, the Operator Websites or any part or component thereof, infringes or violates any third-party's Intellectual Property Rights.

9.3 Evolution warrants, represents and undertakes to the Operator that:

- 9.3.1 the Evolution Platform and any other materials or services provided by Evolution created for or used in connection with this Agreement, and the use thereof by Operator in accordance with the terms of this Agreement, will not infringe the Intellectual Property Rights of any third party;
- 9.3.2 it shall perform the Evolution Services under this Agreement with all due care and skill and in accordance with Good Industry Practice;
- 9.3.3 it will not knowingly say or do anything or omit to do anything that may bring the reputation of the Operator into disrepute or knowingly harm the goodwill in the Operator's Intellectual Property;
- 9.3.4 at the time that the Evolution Platform is made available to Operator, it will be free from Disabling Devices and it will use anti-virus and anti-malware software to screen the Evolution Platform to ensure that it is not subject to any Disabling Devices. If any such Disabling Device or other similar or harmful component is contained despite Evolution's efforts, Evolution shall correct this in the Evolution Platform, and/or correct such fault in any Game or remove such Game from the Evolution Platform (as the case may be);
- 9.3.5 the Evolution Platform does not contain anything that may reasonably be deemed to be Prohibited Content;
- 9.3.6 to the extent that the Evolution Software includes any third-party software, including software licensed under licenses known as "free", "libre" or "open source", Evolution fully complies with all terms of such third-party licenses. In addition, the Evolution Software will not contain, nor be a derivative work of, any software licensed under any license requiring disclosure of the source code of any work containing, derived from, interfacing with and/or linked to such software or limiting the right to charge for such work;
- 9.3.7 without limiting the other covenants, representations and warranties set forth in this Agreement, and further subject to Clause 10, Evolution is and shall remain throughout the term in full compliance with all Applicable Law, including without limitation all applicable gaming or gambling laws, regulations and policies applicable to Evolution's performance of its obligations under this Agreement;
- 9.3.8 it shall cause the Evolution Platform to operate in substantial conformity with the documentation (including manuals and specifications) provided by Evolution to the Operator either in printed or electronic form;
- 9.3.9 it will take all appropriate and necessary steps in accordance with the provisions of this Agreement to correct any material defect in the Evolution Platform;
- 9.3.10 all Intellectual Property Rights subsisting in any musical, associated literary works or sound recordings contained in the Games and/or rights in performance are owned by (or any necessary rights granted to) Evolution;
- 9.3.11 there are no Performing Rights or Related Fees payable by the Operator in respect of the use or exploitation of the Games; and
- 9.3.12 any information provided by Evolution in order to be approved by Government Agencies for the purpose of obtaining any applicable license or permit, and any subsequently provided regulatory-related information, is and shall remain true, accurate and complete in all material respects, and Evolution shall cooperate fully with Operator in providing such information.
- 9.4 The Operator shall (subject to the provisions of Clause 9.5) as an enduring obligation that shall survive the termination (for whatever reason) or expiry of this Agreement defend, indemnify, hold harmless, and keep Evolution and any member of its Group (together with their officers, servants and agents) (collectively, the "**Evolution Indemnified**") indemnified subject to the limitations/capping of liability set out in Section 8 from any and all liability, losses, expenses, damages and costs (including reasonable professional legal fees) incurred or suffered in connection with any claim, dispute or proceedings brought by a third party, including any rights

holders, Users, data subjects or Government Agency against any of the Evolution Indemnified arising in connection with:

- 9.4.1 any breach by the Operator of its obligations under Clauses 1.2 or 1.3; and
 - 9.4.2 any breach by the Operator of its representations and warranties set out under Clauses 9.1 and 9.2; and
 - 9.4.3 any breach by the Operator of its obligations under Clauses 11 and 12 and Schedules 2, 3 and 4.
- 9.5 A Party seeking indemnification under Clauses 9.4 (hereinafter a “**Claim**”) shall: (i) promptly notify the indemnifying Party in writing of any claim eligible for indemnification; (ii) give the indemnifying Party full information and assistance in connection with a Claim; (iii) give the indemnifying Party the sole right to control the defence or to settle such Claim (excluding any regulatory action against the indemnified Party); and (iv) not make any admissions without the indemnifying Party's prior written consent or prejudice the indemnifying Party's defence or prejudice the indemnifying Party's endeavours to settle a Claim provided that the indemnifying Party shall consult in good faith with the indemnified Party prior to taking court action, settling or admitting a Claim.
- 9.6 Evolution will have no liability for, and no obligation to defend or indemnify the Operator against, any Claim to the extent it is based on:
- 9.6.1 the combination, operation or use of the Evolution Software with other materials not licensed or authorised by Evolution where the alleged infringement relates to such combination, operation or use and not to the Evolution Software;
 - 9.6.2 use of the Evolution Platform other than in accordance with the terms of this Agreement including (but not limited to) the Operator's use of the Evolution Platform outside the Territory and/or in breach of Schedule 4;
 - 9.6.3 any amendments or modifications to the Evolution Platform not made or authorised in writing by Evolution, to the extent the alleged infringement relates to such amendment or modification;
 - 9.6.4 the Operator's use of the Evolution Platform after Evolution's notice to the Operator that it must cease use of the Evolution Platform; or
 - 9.6.5 any act or omission of the Operator in breach of this Agreement.

10. CHANGE IN LAW

- 10.1 Each Party acknowledges that, in the case where Evolution operates or hosts the Evolution Platform on the one hand, and the case where the Operator fulfils its obligations under this Agreement on the other hand, each of their ability to perform their obligations under this Agreement are subject to Government Agency oversight under Applicable Law. As a consequence, in the event of a Material Adverse Change, the Parties will discuss the impact of such change and/or intervention in good faith to see if the effect can be mitigated and each Party will take all reasonable action necessary to mitigate the effect of dealing with the change or intervention. If the Parties are unable to agree upon the impact of the change and the action necessary to mitigate the effect of the change within thirty (30) calendar days of such change or intervention taking place or being proposed, either Party shall be entitled to terminate this Agreement without liability. For the avoidance of doubt, material adverse changes in taxation outside of the Territory shall not be a Material Adverse Change.
- 10.2 In the event that either Party becomes the subject of or is notified that it will become the subject of, a regulatory or court investigation connected with this Agreement which could result in regulatory or court proceedings, it shall promptly notify the other Party in writing.

11. DATA PROTECTION

All personal data processed under this Agreement or in connection therewith shall be processed in accordance with Applicable Law. The Parties shall comply with their respective obligations as set forth in the DPA.

12. CONFIDENTIALITY; DUE DILIGENCE AND NON-SOLICITATION

- 12.1 Subject to Clause 12.2, each Party (the “**Receiving Party**”) agrees that it will at all times during the Term and for a period of three (3) years thereafter keep secret and confidential all of the other Party’s (the “**Disclosing Party**”) Confidential Information which at any time before or during the Term comes into the Receiving Party’s knowledge, possession or control, and shall not use the Disclosing Party’s Confidential Information for any purposes other than those required or permitted by this Agreement, or disclose the Confidential Information to any third party, without the Disclosing Party’s prior written consent.
- 12.2 The obligations of confidentiality referred to in this Clause 12 shall not apply to any information which:
- 12.2.1 is or becomes publicly available through no fault of the Receiving Party;
 - 12.2.2 has been independently developed by the Receiving Party without reliance on the Disclosing Party’s Confidential Information;
 - 12.2.3 the Disclosing Party has given prior written approval to the disclosure; or
 - 12.2.4 is required to be disclosed by stock exchange regulation, law or the applicable rules and regulations of any competent regulatory body or authorities granting gaming licenses or certificates to the Parties, or Government Agency to which either Party is subject provided that (to the extent permitted by law) any such disclosure shall be made only after consultation with the Disclosing Party or, where this is not possible, the Disclosing Party shall be notified as soon as reasonably practicable after disclosure and the obligations of confidentiality under this Clause 12 relating to such information shall otherwise continue to apply, save to the extent of the disclosure necessary to satisfy such requirement.
- 12.3 The Receiving Party may disclose Confidential Information received from the Disclosing Party to those of the Receiving Party’s employees and advisers who have reasonable need to see it requirements (each, a “**Recipient**”) provided that the Receiving Party shall procure that each Recipient is bound by obligations of confidentiality in respect of such Confidential Information at least as restrictive as those under this Agreement.
- 12.4 Each Party as a Receiving Party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to the Disclosing Party’s Confidential Information offering at least the same level of protection than the measures used to safeguard the Receiving Party’s own Confidential Information.
- 12.5 For the avoidance of doubt, any copies of records made by the Receiving Party that constitute or incorporate any of the Disclosing Party’s Confidential Information shall be subject to the obligations of confidentiality contained in this Agreement.
- 12.6 Without prejudice to any other specific provision of this Agreement, each Party shall from time to time at its own cost and expense do such things and provide such assistance and support to the other Party as may reasonably be required in order to enable the other Party to comply with any demonstrable legal or regulatory requirements applying to the subject matter of this Agreement.
- 12.7 During the term of this Agreement, the Operator will reasonably cooperate with any reasonable due diligence review conducted by Evolution, including, without limitation, by providing AML Documentation, updated list of target markets, Operator Licences and Operator Websites, as Evolution may reasonably request from time to time.

- 12.8 Neither Party shall, and the Parties shall procure that they and all persons comprising their Group shall not, authorise, encourage or permit any director, manager, employee, affiliate or agent of such Party or of any member of such Party's Group, to directly or indirectly: solicit, initiate, encourage or knowingly induce any employee involved in the operation of the other Party (in the case of Evolution including any employee involved in the operation of the Studio or the Evolution Services) away from such Party or from any member of such Party's Group, to become an employee of, or a consultant to, such Party or a member of such Party's Group. The foregoing shall not prevent either Party from engaging in general means of solicitation for employees or consultants, such as job or internet postings (provided that such solicitation is not selectively targeted at the employees of the other Party), or from hiring or engaging any person responding to such general means of solicitation. The Parties agree that a breach by a Party of its obligations under this Clause 12.8 shall be considered a Material Breach of the Agreement.

13. TERM, TERMINATION AND SUSPENSION

- 13.1 This Agreement will become effective on the Commencement Date and shall continue in full force and effect for the Initial Term unless otherwise terminated in accordance with this Agreement. After the expiry of the Initial Term, the Agreement shall continue in full force and effect unless or until terminated by either Party, which either Party may do at any time subject to having served no less than twelve (12) months' prior written notice on the other Party, such notice not to be given before the expiry date of the Initial Term.
- 13.2 This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:
- 13.2.1 on or after the occurrence of a Material Breach and/or non-Material Breach of this Agreement by the other Party provided that, if the non-Material Breach in question is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) calendar days of having been given notice in writing specifying the breach and requiring it to be remedied; or
 - 13.2.2 on or after the occurrence of an Irremediable Material Breach of this Agreement by the other Party; or
 - 13.2.3 if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.
- 13.3 The provision of the Evolution Services and/or the Operator Services (as the case may be) may be terminated or partially terminated immediately by either Party, by written notice to the other Party, as follows:
- 13.3.1 if: (i) any Government Agency imposes a new requirement in the Territory or varies any existing requirement (including any requirement that that a Party be qualified for or hold or maintain any license, permit or approval which such Party does not duly comply with) that conflicts with the terms of this Agreement; or (ii) Evolution is informed by any Government Agency in the Territory that the provision of the Evolution Services is to be investigated by them or is, or is likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied; or
 - 13.3.2 if a Party fails to apply for, obtain in a timely fashion or maintain any license, permit or approval in the Territory required by any Government Agency or by Applicable Law or regulation.
- 13.4 This Agreement may be terminated immediately by the non-defaulting Party, by written notice to the defaulting Party, as follows:

- 13.4.1 by the Operator for the default of Evolution under the circumstances provided for in Clause 2.9 of Schedule 5 (SLA); or
 - 13.4.2 by Evolution for the default of the Operator under the circumstances provided for in Clauses 6.4 or 6.6; or
 - 13.4.3 by Evolution in the event that the Operator is acquired by a Competitor of Evolution if, following such acquisition, the Competitor Controls the Operator; or
 - 13.4.4 by Evolution if the Operator uses, or attempts to use Evolution Services and/or the Operator Services (as the case may be) in any manner or form that is illegal or that is reasonably likely to bring Evolution into disrepute or in any way endanger any of Evolution's licenses, permits or approvals in each case granted by a Government Agency; or
 - 13.4.5 if the other Party does not satisfy AML Documentation enquiries as envisaged in Clause 12.7, or ceases to satisfy them at any time during the Term; or
 - 13.4.6 if the defaulting party in breach of Applicable Law; or
 - 13.4.7 in the event of a Material Adverse Change.
- 13.5 This Agreement may be terminated immediately by Evolution, by written notice to the Operator, if the Live Date has not occurred within one hundred eighty (180) calendar days of the Commencement Date.
- 13.6 Evolution may, acting reasonably, suspend, replace or change all or any part of the Evolution Services provided under this Agreement, without prior notice to the Operator, in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Government Agency. In such circumstances, Evolution shall use commercially reasonable efforts to notify the Operator of any such contemplated suspension, replacement or change as soon as practicable after having received notice thereof, or if prior notice to the Operator is not practicable, then as soon after implementation thereof as is practicable.
- 13.7 On termination of this Agreement for whatsoever reason, or otherwise on expiry of the Term, the Operator's and, to the extent applicable, any of the Operator Group Companies' right to use the Evolution Services shall immediately end and:
- 13.7.1 Evolution shall cease to provide the Evolution Services and the Operator shall cease to use them;
 - 13.7.2 the Operator shall remove the links to the Evolution Platform from the Operator Services and shall expunge all data and Confidential Information of Evolution from its IT systems (subject to any obligation imposed on the Operator under Applicable Law);
 - 13.7.3 all licences granted pursuant to this Agreement shall terminate immediately;
 - 13.7.4 each Party shall, upon the other Party's written request, promptly deliver to or otherwise dispose of (as directed by the other Party) any and all relevant materials and property belonging or relating to the other Party, including all Confidential Information of the other Party, and all copies of the same, then in its possession, custody or control; and
 - 13.7.5 the Operator shall pay all outstanding amounts (excluding any amounts subject to a Valid Dispute) owed to Evolution within seven (7) days but shall have no obligation to pay any Fees incurred after the date of termination. To the extent applicable, any amounts subject to a Valid Dispute shall be paid within seven (7) days of the dispute being resolved.
- In the event that this Agreement is only partially terminated in relation to particular Operator Website(s) or part of the Evolution Services, the above Clause 13.7.1 – 13.7.3 shall apply in relation to the relevant Operator Website(s) and the relevant part of the Evolution Services.
- 13.8 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision(s) which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.9 All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination including, without

limitation, the terms stipulated in Clauses 3 (Intellectual Property), 6 (Fees and Payment Conditions), 8 (Limitations of Liability), 12.1 to 12.6 (Confidentiality), 12.8 (Solicitation), 13.7 (Consequences of Termination), 13.9 (Surviving Clauses), 14 (Entire Agreement), 15 (Notice), 17 (Applicable Law; Disputes), 18 (General); the Definitions Schedule 1, the Commercial Terms Schedule 2 and the DPA (Schedule 3).

14. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15. NOTICE

- 15.1 All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, or, except in relation to legal notices, by email, to the authorised representative at the recipient's address set forth below or to such other address as either Party may specify by the written notice to the other. Notice shall be deemed given on (a) the date of personal delivery, (b) the third (3rd) Business Day after mailing, (c) the next Business Day after delivery via an overnight courier (unless the return receipt of the courier's record evidences a later delivery) or (d) at the time the party sending notice by email receives verification of receipt by the receiving party in the case of notices by email.

15.2 Addresses for notices:

15.2.1 Evolution:

Attn. Chief Executive Officer
Level 1, Spinola Park,
Mikiel Ang. Borg Street,
St. Julians SPK1000,
Malta

With a copy to:

Evolution

Attn. Chief Legal Officer
Level 1, Spinola Park,
Mikiel Ang. Borg Street,
St. Julians SPK1000,
Malta

15.2.2 the Operator:

Attn:

Sarah.Tenent@jmsinvestmentgroup.com

matt@casinonavy.com
and copy to info@g-force-corporate-services.com

Contact details for invoicing:

Attn: Finance Team

Finance@casinonavy.com

Email: jsimonsson@evolution.com

16. FORCE MAJEURE

- 16.1 The Parties acknowledge that from time to time, as a result of a Force Majeure Event (i) the Evolution Services provided under this Agreement by Evolution can be temporarily disrupted or interfered with, delayed or not be delivered or received; and/ or (ii) the Operator may be unable to offer the Games to Users on the Operator Websites.
- 16.2 Neither of the Parties shall be liable for any failure or delay in performance under this Agreement due to a Force Majeure Event, except in relation to the Operator's payment obligations and in relation to each Party's obligations in relation to the other Party's Intellectual Property Rights which shall continue to apply notwithstanding a Force Majeure Event. Each Party acknowledges and agrees that neither the other Party nor any of its shareholders, directors, officers, employees or representatives will be liable for any such Force Majeure Event in connection with this Agreement.
- 16.3 On case the performance of a Party's obligations (other than in relation to payment) under this Agreement becomes impossible or delayed due to a Force Majeure Event the Party so affected shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure Event. The Parties will use reasonable endeavours to work around any Force Majeure Event.
- 16.4 In the event that a Force Majeure Event continues for a period longer than two (2) consecutive Months, the Parties shall consult with each other with respect to the treatment of this Agreement for the best possible outcome for both Parties.

17. APPLICABLE LAW; DISPUTES

- 17.1 This Agreement shall be governed by the laws of Malta.
- 17.2 The Parties agree that they will attempt to resolve any Dispute through mediation in Malta in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing to the other Party requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the notice.
- 17.3 If mediation in accordance with Clause 17.2 above is not successful in resolving any Dispute, such Dispute shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. It is agreed that:
- 17.3.1 The appointing authority/administrator of the arbitration shall be the Malta Arbitration Centre;
 - 17.3.2 The number of arbitrators shall be three (3);
 - 17.3.3 The place of arbitration shall be Malta;
 - 17.3.4 The language(s) to be used in the proceedings shall be English
 - 17.3.5 The applicable substantive law shall be Maltese law; and
 - 17.3.6 The arbitrator shall decide *ex aequo et bono* (according to equity and conscience).
- 17.4 Clauses 17.2 and 17.3 shall, however, not in any way limit: (a) Evolution's freedom to enforce its rights under this Agreement in respect of any dispute relating to unpaid fees and/or invoices issued under this Agreement; or (b) either Party's freedom to enforce its rights under this Agreement in respect of any dispute relating to its Intellectual Property Rights, in any jurisdiction. By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction, or order any interim or conservatory measure. A request for such

provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of the agreement to arbitrate under this Clause 17.

18. GENERAL

- 18.1 If any Clause in this Agreement, or any part of a Clause, is found by any court, regulatory or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, and the Clause (or the part) in question is not of a fundamental nature to the Agreement as a whole, the legality, validity and enforceability of the remainder of the Agreement (including the remainder of the Clause which contains the relevant provision) shall not be affected.
- 18.2 Where the above Clause 18.1 is applicable, the Parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid Clause, or the part of the invalid Clause, in question.
- 18.3 Any waiver by a Party in writing of any of the other Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel, of the waiving Party's rights and remedies with respect to any subsequent or other failure.
- 18.4 This Agreement may be executed in any number of counterparts (each of which taken together will be deemed to constitute one and the same agreement and each of which individually will be deemed to be an original) with the same effect as if the signatures on each counterpart were the same as the original document. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.
- 18.5 Subject to Clause 1.3, nothing in the Agreement is intended for the benefit of any third party and the Parties do not intend that any term of the Agreement should be enforceable by a third party.
- 18.6 Both Parties are independent contractors under this Agreement. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.
- 18.7 Subject to Clause 18.8, neither Party shall make or allow the publication of any press release or public announcement with respect to this Agreement, without the prior written approval of the other Party.
- 18.8 A Party may, without the prior consent of the other Party, issue such press release or make such public statement with respect to this Agreement as may be required by Applicable Law or by any listing regulations and/or agreements regulating its publicly-traded securities, provided that the Party intending to make such release shall use its commercially reasonable efforts consistent with such Applicable Law to consult with the other Party with respect to the timing and content of the press release or public statement.
- 18.9 Amendments to this Agreement shall be in writing and signed by both Parties.
- 18.10 Evolution shall have the right to mention the fact that the Operator is a customer of Evolution on its website and promotional material subject to the approval of the Operator, which should not be unreasonably withheld.

EXECUTION PAGE

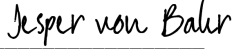
Unless prohibited by law, all Parties agree and intend that an electronic copy of this signed Agreement, or an electronically signed version of this Agreement, shall have the same force and legal effect as if executed with an original ink signature.

The following Schedules shall be construed with and as an integral part of this Agreement:

Schedule 1 – Definitions and Interpretation
Schedule 2 – Commercial Terms
Schedule 3 – Data Processing Agreement
Schedule 4 – Branded Games
Schedule 5 – Service Level Agreement
Schedule 6 – NOT IN USE
Schedule 7 – Agreed Format of Localised Agreement
Schedule 8 – Work Order Form
Schedule 9 – NOT IN USE
Schedule 10 – NOT IN USE
Schedule 11 – NOT IN USE

For and on behalf of:

EG OVERSEAS SERVICES B.V.

DocuSigned by:

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Jesper von Bahr

Director

Date: 5/23/2023

For and on behalf of:

JMS INVESTMENTS GROUP N.V.


Name: Gouloud Hammoud f/obo Global Related Services B.V.

Corporate Director

Date: May 2, 2023


11/05/2023
Cem Sisman; Managing Director