

**SOFTWARE LICENSE
AGREEMENT**

This Software License Agreement ("**Agreement**") is made on _____ (the "**Effective Date**") by and between:

- 1) _____, a _____ incorporated under the laws of _____, with the company number _____, having its registered office at _____, with contact details e-mail _____ and phone number (+country code) _____ Bank: _____
IBAN: _____
SWIFT/BIC: _____ represented by _____ as _____, (the "**Licensor**")

And

- 2) _____, a _____ incorporated under the laws of _____, with the company number _____, having its registered office at _____, with contact details e-mail _____ and phone number (+country code) _____ Bank: _____
IBAN: _____
SWIFT/BIC: _____ represented by _____ as _____, (the "**Operator**")

Hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**"

1. BACKGROUND INFORMATION

WHEREAS the Licensor holds the proprietary and legal rights to offer Games in the Territory;

WHEREAS the Operator holds legal rights to operate the Websites for the provision of gambling service;

WHEREAS The Operator wishes to acquire limited rights of use of Games, in accordance with the terms herein, and the Licensor is willing to provide such limited license for the use of Games in accordance with the terms of this Agreement;

Now, therefore, in consideration of the mutual obligations and undertakings contained herein, and subject to the terms hereinafter set forth, the Parties hereto agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. For the purposes of this Agreement, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below:

“Agreement” means this document including any and all Appendices attached or referred to herein as well as any and all later amendments and additions agreed in writing;

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”) means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise;

“Applicable Law” means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties and Player(s) hereto or to any activities of the above mentioned Parties, and/or to any jurisdiction, territory or state hereto, as amended from time to time, and the rules, regulations, orders, codes of practice, licenses or permits, including, without limitation, any rules, regulations, orders, codes of practice, licenses and permits of the Gaming Authority (as the case may be);

“Confidential Information” means any **(i)** information and/or data of every kind relating to the business of the Operator and/or to the Games provided into Use under this Agreement; and/or **(ii)** information or data of any kind relating to the Intellectual Property Rights and Games hereto provided under this Agreement; and/or **(iii)** information of one Party of the Agreement (the **“Disclosing Party”**), which is provided to the other party (the **“Receiving Party”**) (including Party’s affiliates, employees, agents, subcontractors, advisors, attorneys, authorized representatives in connection with the performance of Party’s obligations under this Agreement); and/or **(iv)** all communication between the Parties or their authorized representatives, which is connected to this Agreement;

For the sake of clarity all Confidential Information hereunder could be provided in the form of materials (whether or not recorded, in oral, written, graphic, machine-readable, electronic or in any other form) (the **“Confidential Materials”**).

“Initial Term” means one (1) calendar year from the Effective Date indicated above;

“Player” shall mean the players of the games, being the individuals that play the Games as offered through the Operator’s Website;

“Games” means those online games as the Licensor generally makes available to its customers subject to the terms of this Agreement, as listed under **Appendix 1** hereto;

“Gaming Authority” means any government or governmental body, agency or other entity of any kind anywhere in the world in respect of, or who regulates, governs or oversees (i) gaming, wagering, lotteries, online wager gaming or similar activities, however conducted, by all mediums through all media now known or coming into existence in future; and/or (ii) the business activities of the Operator;

“Gross Gaming Revenue”, “GGR” means the total generated revenues, receipts, money or other consideration directly or indirectly obtained, charged, collected or in any other way received by the Operator from provision into Use of the Games in each calendar month. For the sake of clarity, under the GGR, the Parties hereunder shall understand all income, which is generated before deducting expenses, taxes and other duties, required under Applicable Law;

“Go Live Date” means the agreed date when the Games shall be available for Players in each part of the Territory or the first business day following such date when due diligence of the Operator in accordance with Section 4 has been completed to Licensor’s satisfaction;

“Intellectual Property” means all inventions, copyrights, goodwill, reputation, marks, trade dress, database rights, applications for any of the above, get-ups, logos, know-how, domain names, devices and graphic displays, digital and other artwork, sequences of digital or photographic images both coded and visual, sounds however stored and played, and/or other copyright works in relation to the Games indicated in the Appendix 1, the source code and its design, architecture of the software, look and feel of the software, trade secrets including details of performance or design of the Games;

“Issue” means an operational failure or impairment of any Licensor Games as categorized in accordance with this Agreement:

a) *Critical Issue* - Means Licensor Games is non-functional or a major portion of the Licensor Games is not accessible by a significant number of Players, including, by way of example, a system outage, critical functionality not available, corruption of data or repeated loss of data, repeated software failures resulting in frequent interruption of service.

b) *Medium Level Issue* - means (i) any service-affecting incidents having a more than minor impact on Licensor games functions; (ii) general questions, information request or features; (iii) problems requiring additional work to operate and to maintain the Games; (iv) inquiries regarding the abnormal behavior; or (v) the Operator inquiries which cannot be solved by the reasonable efforts of the Operator's support personnel. The Operator's IT/support teams shall escalate Issues from Low Level to Medium Level at their complete discretion.

c) *Low Level Issue* - means minor service-affecting incidents having a minor, non-material effect on Games functions and features.

“License Fee” means the fees payable by the Operator in consideration of the grant of the license as those fees are set out in **Appendix 2** (Fees and Payment Provisions);

“Permits” shall mean any and all licenses, approvals and/or other permits, decisions by regulatory authorities, certifications or other allowances required by the Applicable Law in each part of the Territory in order for: (i) with respect to the Operator - to legally offer Players in each part of the Territory the online gaming and gambling services through the Website; (ii) with respect to Licensor - to provide the Games to Players in each part of the Territory;

“Term” means the period of validity of this Agreement;

“Territory” shall mean those territories that are set forth in **Appendix 3**;

“Use” means (i) integration of the Games into the Websites of Operator; and/or (ii) loading and playing Games by the Players within the Websites;

Depending on each specific contest of each clause, the term “Use” may additionally include the following features: provision into load or load itself, performance of installation or installation itself, execution, processing, running, storage, transmission, display, keep in working order and copy, providing the access etc. (strictly and only for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order).

“Website” shall mean the Operator’s and or its Affiliates’ websites and corresponding mobile sites and mobile applications used by the Operator and or/its Affiliates to provide online gaming and gambling services to Players in the Territory;

“Wins” means the aggregate amount won by Players playing the games forming part of the Games in each relevant calendar month.

2.2. The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

2.3. If there is any inconsistency or conflict between this Agreement and any Appendix hereto, then this Agreement will at all times prevail.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The Licensor hereby grants to the Operator, and the Operator hereby accept, a limited, personal, non-exclusive, and non-transferable (except as otherwise expressly permitted under this Agreement) license to provide Players access to the Games solely in the Territory, through the Websites valid only during the Term of this Agreement, subject to the terms and conditions of this Agreement. The license is solely for use by the Operator and not for further distribution and/or sub-license.

3.2. Players may only be granted access to the Games by way of the Operator’s Website and using each Player’s account with the Operator.

3.3. The Parties agree that if any of the Websites are not approved by the relevant regulatory authority in any jurisdiction, the Operator may not provide any of the Games on such Websites unless and until the required Permit is granted, or in the event that any approval related to such Website is subsequently revoked by the relevant authority for any reason whatsoever, the Operator shall immediately cease providing the Games through the Websites concerned.

3.5. The Games are offered solely for use by Players in the Territory.

3.6. The Games may not be made available to Players earlier than from the Go Live Date.

3.7. The Operator shall (i) not copy, modify, distribute, sell, transfer, decode, transcript, decompile, disassemble, convert, deliberately or negligently corrupt or erase, lease, assign, reverse engineer of the Games or part thereof; and/or (ii) nor shall prepare any and all collateral works or projects, via incorporation of the Games or part thereof and/or Games; and/or (iii) not use the Games or part thereof (in each case) to design software with similar or competitive functionality; and (iv) shall not allow in any circumstances third parties to perform actions indicated in the sub-clause (i), (ii) and (iii) of this Clause 3.7.

3.8. The Licensee hereby acknowledges that it shall not Use and/or allow Players to Use the Games provided hereunder in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal or in any other way, which discredits, damages or causes loss to Licensor and/or Licensor's goodwill, reputation or Intellectual Property.

3.9. Parties hereunder understand that all provided hereunder Games or any part could be prohibited or restricted within certain states and/or territories and/or jurisdictions. For the sake of clarity, the list of certain states/territories/jurisdictions shall be separately agreed in the **Appendix 4** "Excluded Jurisdictions". However, the Licensor may at any time designate any jurisdiction as an "Excluded Jurisdiction" (whether or not the use, offer of use or distribution of the Games is prohibited by law), in relation to the Games. Also, the Licensor may re-designate jurisdictions as Excluded Jurisdictions in respect of Games during the Term at any time upon a ten-(10)-day prior written notice sent to the Operator.

3.10. The Licensor reserves the right at its sole discretion to remove any part of the provided Games according to the list, indicated in the Appendix 1 hereto. The Licensor will reasonably notify Licensee when a new Game becomes available for release on the Website.

3.11 The Licensor reserves the right at any time within the Term of this Agreement to launch, design, execute or process updates, upgrades or modifications of provided Games hereto in whole or in part. Parties hereunder agreed that certain updates and upgrades of the Games shall be performed solely by the Licensor and on the free of charge basis.

4. DUE DILIGENCE

4.1. Prior to the Licensor may provide the Games to the Operator, the Licensor shall complete due diligence of the Operator.

4.2. The purpose of the due diligence is to confirm the following:

- (i) the due incorporation of the Operator concerned by this Agreement;
- (ii) that the Operator concerned by this Agreement holds all applicable licenses, approvals and/or Permits required to provide the Games in each part of the Territory;
- (iii) the identity of the directors of the Operator concerned by this Agreement, and

(iv) the identity of the ultimate legal and beneficial owners of the Operator, including actual beneficiaries in any holding trusts or fiduciary arrangements.

4.3. If the Operator fails to provide the information and documentation as required to confirm the objectives contemplated under section 4.2, the Licensor may terminate this Agreement without any liability whatsoever. Furthermore, the Operator may not derive any rights whatsoever hereunder prior to the successful completion of the due diligence.

4.4 The Operator shall forthwith give the Licensor written notice of any change of the conditions relevant for the due diligence at any time during the term, including any changes in the relevant Affiliates. If such change would have caused the Licensor, acting reasonably, not to approve due diligence if the change had existed at the original due diligence, then the Licensor has the right to terminate this Agreement without any liability by either Party.

4.5. The Parties hereby agree that, in addition to the initial due diligence mentioned above, the Licensor shall be entitled to request due diligence to be completed on an annual basis.

5. WARRANTIES AND REPRESENTATION

5.1. The Parties each warrant and represent that they have the right to enter into and be fully bound by the terms of this Agreement, that they have full authority to do so and that they have taken any and all corporate measures required. Each Party further represents and warrants that the execution and delivery of this Agreement: (i) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award applicable to such Party; (ii) will not conflict with, violate or constitute a default under any other agreement to which it is a party or by which it is otherwise bound.

5.2. The Parties each warrant and represent that they have all applicable Permits required for their respective performance of obligations under this Agreement on the Effective Date and that there are no circumstances known by either Party on the Effective Date that may cause such Permits to be canceled.

5.3. The Licensor warrants and represents that it has the right to grant to the Operator a license to use the Games as contemplated by this Agreement. The Licensor further warrants and represents that the Games and use thereof under this Agreement do not and shall not infringe any third party rights, including without limitation Intellectual Property Rights.

5.4. The Licensor warrants and represents that it has taken best efforts to protect the Games from viruses, Trojan horses, worms and other so called malware using state of the art and properly updated firewalls and anti-virus systems in accordance with industry standard in the Licensor's field of business.

5.5 The Operator undertakes to use reasonable efforts to market and promote the Games on its Websites. Each Party undertakes and covenants that any marketing and advertising of the Games: (i) shall not contain anything or be placed in any context that might prejudice or be detrimental to the other Party or otherwise bring the other Party into disrepute (no reference to the other Party shall be made without such Party's prior written consent); (ii) shall not (directly or indirectly, in whole or in part): be fraudulent, misleading, false, defamatory, obscene or offensive; infringe or prejudice the interest and/or proprietary rights (including Intellectual Property Rights) of any third party; unlawfully discriminate on grounds of age, sex, religion or belief, disability, race or ethnicity or sexual orientation; or contain a computer virus, or any other harmful, contaminating, disruptive or destructive agent or component or code.

5.6 The Operator will maintain, throughout the Term and for a period of twelve (12) months after termination or expiry of this Agreement, complete and accurate financial and transaction records of calculation of the Licensee Fees, whether electronically or otherwise.

6. OPERATOR'S OBLIGATIONS

6.1. The Operator shall be obligated to:

(i) maintain all day-to-day operational activity of the Games, including, but not limited to, maintenance of Website, marketing, customer and technical support, payment management, payment of Players' funds, winning and jackpots of any kinds, performance of Player's funds management, including collection of the fees from Players and/or other third parties (if applicable), as well as payment of all respective winnings (if applicable); and/or

(ii) hold (by themselves or through Affiliates) necessary license, permit, certificate or any other authorizations required under Applicable Law to make online gaming products available to Players; and/or

(iii) comply with the Applicable Law and its license, permit and/or certificate.

6.2 The Licensor hereby acknowledges that the Games before the Effective Date has been duly tested and technically monitored, consequently neither virus, nor any other logic bomb, mistake, worm, time bomb, trap door, key or other harmful components whatsoever (the "Harmful Components") shall be attributable to the Games provided hereunder.

6.3. The Licensor hereby informs and the Operator confirms that certain Games indicated in the Appendix 1 hereto could be played in different currencies, and one currency from time to time may be more favorable than the same game in the other currency. Such a case shall be subject to the sole responsibility of the Operator.

6.4. The Operator shall be obliged not to distribute the Games into or within (as applicable) the Excluded Jurisdictions. The Operator agrees to block all Players located in the Excluded Jurisdiction from being able to access the Website and games forming part of the Games and the

Operator will not provide games for real money to any Players located in Excluded Jurisdictions using any resources or software supplied and/or provided by the Licensor.

7. LIABILITY

7.1. The Operator shall indemnify the Licensor and its Affiliates from and against any and all loss, damage, claims, liability, proceedings, actions, expenses and costs (including reasonable legal fees), incurred by the Licensor or arising out of any claim by a third party and/or any authority for any breach of Intellectual Property Rights, Applicable Law and Operator's obligations and representations and warranties under this Agreement.

7.2 The Licensor shall indemnify the Operator and its Affiliates from and against any and all loss, damage, claims, liability, proceedings, actions, expenses and costs (including reasonable legal fees), incurred by the Licensor or arising out of any claim by a third party and/or any authority for any breach of Applicable Law and Licensor's representations and warranties under this Agreement.

7.3. The Licensor shall compensate all direct damage and losses incurred by the Operator and its Affiliates in connection with errors and failures in the Games and or their improper functioning after an incident report is conducted and agreed is Licensor's fault

7.4. If there was a false overstatement of GGR/NGR, from which the Licensor has the right to receive its Fees due to a technical error or fraud, and if the Parties mutually confirm that the overstatement of GGR/NGR was false (according to game malfunctions that can be attributed to an error, issue, technical failure of the Licensor's Games or fraud), Fees for the amount of overstatement to the Licensor is not calculated and is not paid.

7.5 The Parties shall not be liable for any indirect damages or losses that may occur as a consequence of this Agreement or any use of the Games whatsoever, such as any loss of profit, loss of savings or other consequential damage, regardless of any notice of the possibility of such damages or losses.

7.6 The above stated limitations of liability shall not apply in case of: (i) breach by either Party of Applicable Laws and/or regulations; (ii) either Party's breach of confidentiality undertakings; (iii) either Party's duty to indemnify; (iv) acts of gross negligence or willful misconduct by the liable Party or anyone acting on its behalf, (v) with respect to the Licensor - software errors in the Games resulting in excessive winnings (including jackpots) or in loss of Players by the Operator as a result of erroneous winnings or highly disrupted user experience due to bugs or defects in the Games; or (vi) if expressly stated elsewhere in this Agreement.

8. FEES AND PAYMENT PROVISIONS

8.1. The Operator shall pay to the Licensor the Fees as set out in and in accordance with Appendix 2 (Fees and Payment Provisions).

8.2. Appendix 2 (Fees and Payment Provisions) sets out the details of reporting, invoicing, payment and penalties and consequences for non-payment as well as any other terms and conditions related to all Fees.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All right, title and interest to and all Intellectual Property Rights in the Games and any other materials or works created by the Licensor in relation to the Games are owned by the Licensor and shall remain vested in the Licensor at all times and, save for the license set out in Clause 2.1, the Operator shall obtain no right, title or interest in or to and no Intellectual Property Rights in the Games. For the avoidance of doubt, it is clearly understood that all Intellectual Property in respect to the Games shall remain the exclusive and sole property of Licensor.

9.2. The Operator also covenants that at any time during effectiveness of this Agreement and/or after its termination, the Operator shall not disclose to any other third parties, firm or company, particulars of any Intellectual Property of the Licensor. Such a disclosure, unless otherwise authorized in writing by the Licensor, shall be treated as an infringement of Intellectual Property Rights of the Licensor hereto.

9.3 The Operator shall as soon as reasonably practicable notify the Licensor in writing if any of the following matters come to its attention:

- (i) any claim made or threatened that the Games infringes the rights of any third party; and
- (ii) any other form of attack, charge or claim to which any of any other form of attack, charge or claim to which any of the Licensor Games may be subject.

9.4 Each party agrees, at the request and expense of the other, to execute and do and/or procure the execution and doing of all things, documents, acts and anything else that may be reasonably required to give effect to the provisions of this Section 9.

10. DATA PROTECTION

10.1. The Parties agree to comply with the requirements of any data and privacy laws and regulations applicable to it concerning personal information processed by it. The specific obligations of the Parties are set out in **Appendix 5** to this Agreement.

11. PROPER FUNCTIONALITY OF THE GAMES

11.1 The Licensor hereby agrees that the Games, including after any upgrades and/or updates as provided for herein, shall be properly functional and error-free. In case of any Issue, the Licensor shall upon the Operator's request promptly eliminate any such Issue.

11.2 The support provided by Licensor includes: remote maintenance services, bug fixes, updates, and upgrades contemporaneous. The support services are limited to issues related to the Games. Maintenance or support in respect of connectivity problems, hardware related issues, damage to data center infrastructure, DDOS attacks and similar is not the subject matter of this Agreement and will not be included in the support services.

11.3 Each issue will have an appropriate severity level attributed to it by the Operator such that that issue is categorized as a Critical Issue, Medium Level Issue, or a Low Level Issue:

The support Services will be provided by the Licensor in accordance with the response times as set out below:

Issue Category	Response
Critical Issues	within four (4) hours of report and will commit resources during business hours basis including bank and public holidays until an acceptable resolution is achieved;
Medium Level Issues	within three (3) business days of reporting and will commit acceptable resources to ensuring an acceptable resolution is achieved as quickly as is reasonably possible thereafter;
Low Level Issues	within ten (10) business days of reporting and shall inform the Operator of such plans.

12. ASSIGNMENT

12.1 Neither Party shall assign or otherwise transfer this Agreement and/or rights and/or obligations hereof whether in whole or in part without the other Party's prior written consent.

13. CONFIDENTIALITY

13.1 Each Party undertakes to and agrees with the other Party as follows:

13.1.1. to hold any Confidential Information disclosed by, belonging to or about the other Party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorized and permitted pursuant to the terms of this Agreement or requirements of Applicable Law), without the other Party's prior written consent;

13.1.2. only to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement;

13.1.3. upon written demand from the disclosing Party: (i) receiving Party is entitled to return Confidential Information earlier disclosed (and any copies, if earlier provided) or (ii) receiving Party is entitled to confirm to the other Party in writing that it has destroyed earlier obtained Confidential Information.

13.2. This Clause constitutes an on-going and continuing provision of this Agreement and shall endure beyond the termination of this Agreement for the period of 5 (five) consequent calendar years, from such Termination Date.

13.3. Each Party hereunder shall procure that all persons associated with either Party, whether as directors, employees, accountants, attorneys or advisers, comply with the provisions of this Article.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on the Effective Date, and shall remain until the expiry (termination) of the Initial Term and fulfilling all post-expiration (post-termination) obligations.

14.2. Thereafter, this Agreement will automatically renew for subsequent one (1) year term, unless either Party objects to such renewal with prior written notice of 1 (one) calendar month prior to the last calendar date of the relevant Initial or successive Term (the "**Termination Date**"). All rights and obligations hereunder which according to their nature should survive the expiry of termination hereof, shall survive the same.

Termination without Cause

14.3. The Licensor has the right to, at any time and without showing a cause, discontinue provision of any of the Games in any part of the Territory by giving one (1) one month prior written notice. The Operator has no right to any deduction of the license fee or any other compensation as a result of the Licensor's discontinuation of Games.

14.4 This Agreement may be terminated by the Operator without showing a cause after the expiration of the Initial Term subject to a 30 days prior written notice sent to the Licensor.

14.5 Where terminated without cause, the Agreement shall be deemed to be terminated upon expiry of the one (1) month notification period, provided that (i) all financial obligations are duly performed by both Parties on the pro-rata basis; (ii) all received Confidential Information is duly

returned to the Disclosing Party (if earlier provided), or destroyed where the return thereof is not possible; and (iii) the Licensor shall deny the Operator access to the Games (but in any case not earlier such an intended termination date). Following termination of the Agreement, access to the Games shall be denied to the Operator and Players (if applicable).

Termination for Cause

14.6 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if it has received a written order or recommendation from any Gaming Authority requiring termination of this Agreement.

14.7 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other if:

- a) the other Party commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy such breach within a period of ten days after being notified in writing to do so;
- b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other Party;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the above-mentioned events; or
- j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.8 In case of the existence of the circumstances giving rise to termination in accordance with Clause 14.7 above:

- (i) all licenses set out in this Agreement shall automatically terminate;
- (ii) the Licensor shall with immediate effect deny Players' access to the Games; and
- (iii) the Agreement shall be terminated immediately, provided that (a) all financial obligations are duly paid by both Parties on a pro-rata basis; and (b) all received Confidential Information are duly returned to the Disclosing Party (if earlier provided), or destroyed where the return thereof is not possible.

Takedown Procedure

14.9 In the event that the Website or any part thereof, is in breach with the Applicable Law, Licensor reserves the right to withdraw the Games and/or request that the Operator prevents access to the availability on the Games through the Website by Players or to otherwise suspend these until such breach shall been rectified.

15. GOVERNING LAW AND JURISDICTION

15.1. This Agreement shall be governed and construed in accordance with the law of Romania.

15.2 Any Dispute shall be referred by any Party to and finally resolved by competent courts of Bucharest.

16. NOTICES

16. Notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed (i) by express courier with verification of actual receipt, and/or (ii) by confirmed e-mail. All notices shall be sent under the following means of communication.

For the attention of Licensor

Email: _____,

For the attention of the Operator

Email: _____

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond its reasonable control and which prevent that Party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control (the "**Force Majeure Event**").

17.2 The following events are considered as Force Majeure Events (this enumeration not being exhaustive):

- a) war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, boycotts, strikes and lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages, pandemics, epidemics;
- b) acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

17.3 For the purposes of this clause impediment does not include laws and regulations, lack of authorizations, licenses, permits or approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.

17.4 If a Force Majeure Event continues and so prevents the performance by the affected Party of its obligations hereunder for more than 90 (ninety) calendar days, the other Party shall be entitled to terminate this Agreement immediately by written notice to the other Party.

18. MISCELLANEOUS

18.1 This Agreement shall take effect as from the Effective Date, from which all other arrangements, whether written or oral, express or implied between the Parties relating to the subject matter of this Agreement shall be deemed to have been superseded, canceled, null and void.

18.2 The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other. No relationships of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partners or joint ventures is established hereby between the Parties. Neither Party has the authority to bind the other, nor incur any obligation on its behalf.

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

18.4 The Parties have agreed that this Agreement may be electronically signed. The Parties agree that the electronic signature appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability and admissibility.

18.5 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under governing Law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

The agreement is made in English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date first written above.

For and on behalf of:

LICENSOR

Director _____

For and on behalf of:

OPERATOR

Director _____