

# AMELCO LICENSING AGREEMENT



**Framework Agreement**

**between**

**Blitzbet Sports Inc.**

**&**

**Amelco UK Limited**

**Version 10 – 1<sup>st</sup> February 2019**

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## FRAMEWORK AGREEMENT

### FOR SOFTWARE USAGE, MAINTENANCE AND DEVELOPMENT

This Framework Agreement (the "**Agreement**") is entered into as of this <sup>12 Dec</sup> xx day of February 2019, the ("Commencement Date") by and between:

#### 1. PARTIES

- 1.1 **Blitzbet Sports Inc.**, (728684119) a company registered in Canada with its registered office at address of Suite 910 - 800 West Pender Street, Vancouver, BC V6C 2V6 ("**Blitzbet**"); and
- 1.2 **AMELCO UK LIMITED**, a company registered in England and Wales under company number 05726453 and whose registered office is at The Stables, Little Coldharbour Farm, Tong Lane, Lamberhurst, Tunbridge Wells, Kent, TN4 8AD ("**Amelco**")

each a **Party** and together, the **Parties**.

#### 2. BACKGROUND

- 2.1 Amelco has considerable know-how and experience in the provision of software solutions, software designs, back-end support, information technology, web-designing and customisation.
- 2.2 The overarching premise of this Agreement is for Amelco to supply on a turnkey basis all necessary components, including software supplier licenses and operator licenses as set out in Appendix 5, to operate a robust, scalable and enterprise based trading and Sports and Gaming betting system (the "**Platform**") in accordance with all applicable laws in jurisdictions as described in this Agreement effective from the Go-Live Date.
- 2.3 In furtherance of Blitzbet's business conducted either directly or through a Blitzbet Group entity of online sportsbook and online casino style gaming for regulated gaming markets (the "**Blitzbet's Business**"), Blitzbet. has approached Amelco and Amelco has agreed to deliver to Blitzbet for use by Blitzbet and its customers the Platform which includes a Trading Platform, a Sports Betting Engine, a Physical Trading Team together with any and all software solutions supporting such including any and all related Services that will provide the complete lifecycle of bookmaking service for creation, pricing, resulting, settlement, risk management.
- 2.4 In addition, Amelco has agreed to grant to Blitzbet a licence of all the Amelco Core Components and Object Code related to the Platform, the Trading Platform and the Sports Betting Engine for that function.

- 2.5 The Amelco Managed Service means all on-going support or maintenance of the Amelco Software and includes the Application Support Services, Physical Trading Team, Customer Support.
- 2.6 Amelco has not taken any wagers from the United States of America ("USA"), its system has not been used to accept wagers from the USA, and it does not license the use of its software to anyone that is taking wagers from the USA.
- 2.7 In consideration of their mutual undertakings, and other good and valuable consideration, the Parties have entered into this Agreement.
- 2.8 The provisions of this Clause 2 shall be deemed an integral part of this Agreement and are intended to govern and affect the interpretation of this Agreement.

### **3. DEFINITIONS AND INTERPRETATIONS**

In this Agreement, unless otherwise specified, the following definitions and rules of interpretation shall apply.

- 3.1 In this Agreement, any words importing the singular shall include plural and vice versa.
- 3.2 Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in this Clause 3.
- 3.3 Words denoting persons shall include natural persons, bodies corporate and unincorporated bodies (whether or not having a separate legal personality) and that person's personal representatives and permitted assigns.
- 3.4 The headings in this Agreement do not affect its interpretation.
- 3.5 Reference to clauses and Appendices are to the clauses and Appendices of this Agreement and references to paragraphs are to paragraphs of the relevant Appendices.
- 3.6 The Appendices form part of this Agreement and shall have effect as it set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices. Any reference in this Agreement to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.
- 3.7 Any obligation in this Agreement on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
- 3.8 In this Agreement, any Party who agrees to do something will be deemed to fulfil that obligation if that Party procures that it is done.



Additional Services	any additional products or software development services which Amelco agrees to supply to Blitzbet Sports Inc. during the Term.
Amelco Core Components	means the software components that are listed under the schematic logical architecture diagram in Appendix 3 and which are described in more detail in Appendix 4.
Amelco Data Feed	means the core Amelco data feed which enables the complete automation of event creation and resulting and settlement across all sports.
Amelco Managed Service	means on-going support or maintenance of Software provided by Amelco in accordance with Appendices 5 and 6, including the Application Support Services, the Physical Trading Team, Customer Support.
Amelco Managed Service Fee	the fee for the Amelco Managed Service calculated on a time and materials basis in accordance with Appendix 8.
Amelco Wallet	an Amelco Core Component that effectively holds all active bets and related transactions and manages account balance and interacts with payment gateways.
Application Support Services	support services provided by the Amelco service desk, underlying services and responsibilities detailed in Appendix 6.
Best Industry Practice	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced provider of services similar to those provided by Amelco pursuant to this Agreement under the same or similar circumstances.
Charges	means the fees specified in clause 8 including the Revenue Share, Set-Up Fee and Amelco Managed Service Fee, and in respect of any Additional Services, calculated in accordance with the applicable Work Order.
Customer Support	dealing with customer queries relating to betting transactions. Customer queries relating to audit of betting will be handled by Amelco support team, first line will be directly handled by Amelco

Confidential Information	means secret or confidential, commercial, financial, marketing, technical or other information relating to either Party and/or their respective Groups including (without limitation) know-how gained by either Party as a consequence of performing its obligations under this Agreement whether before or after the date of this Agreement, pricing models, customer lists, personal identifiable information of players or prospects, trade secrets, price lists, the Software, the terms and pricing of this Agreement and all information clearly identified as confidential or information which due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.
Deliverables	means the work product in its most current and up-to-date version, including the turnkey Platform and any related components and services, which is to be provided to Blitzbet by Amelco pursuant to this Agreement or a Work Order.
Force Majeure Event	any event beyond the reasonable control of a Party including, without limitation, strikes, lock-outs and/or labour disputes (except those involving the workforce of the Parties), acts of God, war, riot, civil commotion, malicious damage, overriding emergency procedures, fire, flood or storm but not the failure of a Party's agents or contractors or any acts of government that materially impacts or limits the business of either Party.
Gaming Duty	refers to sums paid on gambling or gaming profits and is usually specific or unique to the country in which the profit is made;
Go-Live Date	means the date on which the Platform is first made available to Blitzbet and its customers to be agreed upon by the Parties but no later than the ___ day of ___ 2019.
Group	means in relation to any company, any body corporate which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company ("holding company" and "subsidiary" having the meanings attributed to them by s.1159 of the UK Companies Act 2006) and shall include any company in which a member of the Group has a shareholding of 50% or more irrespective of where such subsidiary or holding company is registered. Each company in a Group is a member of the Group.
Gross Gaming Revenue, (GGR)	GGR is calculated as total stakes minus winnings.
IPRs	means patents, trademarks, service marks, database rights, rights in semi-conductor chip topographies, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, goodwill



	associated with the foregoing and other similar rights or obligations whether registerable or not in any country and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
Net Gaming Revenue, (NGR)	NGR is calculated as GGR minus Gaming Duty minus bonuses minus free bets minus point of consumption tax minus affiliate fees minus chargebacks.
Object Code	the machine-language output of a compiler that is ready for execution on a particular computer/component.
Permitted Use	means using the Amelco Core Components in Object Code versions in Blitzbet's and its Group's applications for its and their internal and Blitzbet Business purposes only, which may include third party customers' access to or use of such applications. Notwithstanding the foregoing, Permitted Use does not include the right to reproduce the Software to the extent that it comprises the Amelco Core Components for sublicensing, resale, or distribution, including without limitation, operation on a time sharing or service bureau basis or distributing the software as part of a distributor or reseller Agreement, except (for the avoidance of doubt) where the same is to a member of Blitzbet Sports Inc. or its Group.
Physical Trading Team	Amelco in-house sports trading team managing the profitability of the betting and the full betting lifecycle including creating and managing betting target margins per sport, customer limits, betting stake factors, classification of clients, maximum pay-out, client management. Generation of prices and control of subsequent pre-match and in play pricing either automatic or manual and event management as detailed at Appendix 7.
Platform	a robust, scalable and enterprise based trading and sports and gaming betting system to be delivered by Amelco to Blitzbet Sports Inc.
Revenue Share	means the relevant share of NGR payable to Amelco calculated as set out in Appendix 8.
Software	means the Amelco Core Components in Object Code versions.
Source Code	means a copy of the high-level programming language of the Amelco Core Components, including any modifications, enhancements, revisions or updates in versions as supplied by Amelco from time to time, together with all related listings, flowcharts and associated documentation and details of any software not owned by Amelco, as necessary for translating into



executable code accessible for modification or enhancement.

Services	means the Amelco Managed Service, the Set-Up Services, the Application Support Services and any other services provided by Amelco to Blitzbet pursuant to this Agreement and any Work Order.
Security Schedule and Supporting Policies and Procedures.	the [Amelco /Blitzbet] policy for ensuring technical security policies are applied in the form of latest patches on operating systems and underlying supporting software, security certificates. Adhering to a timetable for implementing latest patches to confirm to relevant security standards.
Service Level Agreement ("SLA")	means the service level agreement set out in Appendix 2.
Set-Up Fee	there will be 2 set-up fees payable. The sum of 250,000 USD for EU / UK / India / Brazil / .com The sum of 250,000 USD for US
Set-Up Services	the services set out in Appendix 8.
Sports Betting Engine	the betting engine and client interfaces for browsers and mobile devices, provides placement and settlement of bets, audit of transactions and integration to payment engine.
Term	has the meaning given in clause 10.1
Third Party Data	means any data and video feed in the Amelco Data Feed or data and video feed otherwise supplied by Amelco to Blitzbet under this Agreement, the rights in which are not owned by Amelco or a member of its Group.
Trading Platform	effectively provides the event creation and subsequent management of event and creation, generation of prices and workflow for markets in-play and pre-match and the generation of automated trading.
VIP Customers	means any customer who is not price sensitive and with a stakes

and/or turnover over a certain amount.

**Working Day** means any day other than a Saturday, Sunday or any day which is a public holiday in England.

**Work Order** means a supplemental agreement to this Agreement for the production of Deliverables and/or the delivery of Services in the form specified in Appendix 1. Each Work Order shall incorporate the terms of this Agreement.

#### **4. GRANT OF USE OF THE LICENCE FOR THE AMELCO CORE COMPONENTS**

4.1 In consideration of the payment of the Charges by Blitzbet to Amelco, Amelco grants Blitzbet, a non-exclusive, worldwide, Object Code only licence to use the Amelco Core Components, the Platform, including the Trading Platform and the Sports Betting Engine for the purposes of the Blitzbet Business, including the marketing and advertising of such, for the Term in accordance with this Agreement.

4.2 Blitzbet shall not use the Amelco Core Components or any copy except as expressly permitted by this Agreement and in accordance with all the provisions of this Agreement.

4.3 Blitzbet shall not reverse engineer, decompile or otherwise attempt to create or recreate the Source Code from the Amelco Core Components, nor shall it modify, translate or create derivative works based on the Amelco Core Components (for trading and sportsbook) except as expressly provided in this Agreement. Blitzbet shall not sub-license, rent, lease, sell or otherwise transfer or distribute copies of the Amelco Core Components (for trading and sportsbook) to any third party, (other than its related parties and members of its Group), whether as a stand-alone or bundled product unless otherwise agreed in writing by Amelco.

4.4 Blitzbet shall not exceed the scope of the licences granted under this Agreement. Blitzbet Sports Inc. shall supervise and control the use of the Amelco Core Components by its employees, agents and sub-contractors and those of its Group to ensure that it is used in accordance with the terms of this Agreement.

#### **5. NON-SOLICITATION**

5.1 Each Party undertakes that while the Services are being provided and, in the event of termination for a period of 12 months from the effective date of termination it will not (and will procure that its employees, agents, advisers and any person acting on its behalf will not) directly or indirectly encourage in any manner any person who is or was (during the



currency of this Agreement and for a period of twelve (12) months thereafter) a director or employee of the other Party or any member of the other Party's Group to leave his/her current employment or to breach the terms of such employment. This shall not apply to the circumstance where a Party or its agent has generally advertised a position as being vacant, and a director or employee of the other Party or any member of the other Party's Group applies for the position of their own volition without any specific encouragement to them from the recruiting Party.

## 6. THE SERVICES

### Additional Services

- 6.1 This Agreement shall operate as a framework agreement entered into between the Parties and specifies the general terms, conditions and criteria that shall apply to any subsequent agreement entered into between Blitzbet Sports Inc. and Amelco in relation to any Additional Services.
- 6.2 Subsequent agreements in relation to any Additional Services shall be on the basis of a Work Order incorporating the terms of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Work Order, the provisions of the Work Order shall take precedence.
- 6.3 A Work Order must be signed by an authorised signatory at Blitzbet Sports Inc. prior to Amelco commencing work on, or the provision of, any Deliverables to which it relates. Any expenses incurred by Amelco prior to receipt of a signed Work Order from Blitzbet Sports Inc. shall be agreed between the Parties.
- 6.4 The subject matter of Work Orders may include, but shall not be limited to, software development, project management, and other consultancy services relating to the [Platform, including the Trading System Platform and the Sports Betting Engine](#). Such Additional Services will be based on an agile scrum delivery process and allow Blitzbet ~~Sports Inc.~~ the flexibility to change project Deliverables and priorities as business dictates. Any such Deliverables shall be specified in the relevant Work Order.

### Amelco Managed Service

- 6.5 Amelco will provide the Amelco Managed Service as specified in Appendices 5 and 6, with reasonable skill and care in accordance with Best Industry Practice in consideration for the relevant Charges outlined in Appendix 8.

## 7. AMELCO OBLIGATIONS

- 7.1 Amelco shall ensure that its employees, contractors and agents will not at any time place any real money bets on Blitzbet Sports Inc.'s sportsbook or gaming/poker products.
- 7.2 Amelco shall use all reasonable efforts to comply with all reasonable policies of Blitzbet Sports Inc. relevant to the Services (including, but not limited to Blitzbet Sports Inc.'s security policies and procedures) as notified to Amelco by Blitzbet Sports Inc. from time to time, and with all reasonable instructions of Blitzbet Sports Inc. in relation to the Services.
- 7.3 Amelco shall use all reasonable efforts (subject to an appropriate confidentiality undertaking being secured from any relevant third party) to comply with any reasonable request by Blitzbet Sports Inc. to co-operate with any other independent contractors appointed by Blitzbet Sports Inc. in connection with the subject matter of this Agreement or any Work Order.
- 7.4 Amelco shall permit Blitzbet to integrate any third party software (as may be required by Blitzbet Sports Inc.) ("Integrating Third Party Product Provider") into the Amelco Wallet.
- 7.5 Amelco shall have no right to require payment to be made by any Integrating Third Party Product Provider for integrating their products on to the Amelco Wallet.
- 7.6 Amelco shall use reasonable efforts to comply with relevant and applicable data protection legislation in relation to all customer and prospective customer information of Blitzbet which is personal identifiable information.
- 7.7 Amelco shall have an obligation to deliver the latest updated and/or upgraded and current version of all Deliverables.

## **8. CHARGES AND PAYMENT**

- 8.1 In consideration of the grant of the license set out in clause 4 and the provision of the Services by Amelco, Blitzbet shall pay the Charges to Amelco.
- 8.2 Blitzbet shall pay Amelco the first Set-Up Fee of 250,000 USD on contract signature and the second Set-Up Fee of 250,000 USD on commencement of Set-Up Services for US opportunities.
- 8.3 Blitzbet shall calculate and pay to Amelco the Revenue Share monthly in accordance with the provisions of Appendix 8.
- 8.4 Charges for Additional Services shall be specified in each Work Order in accordance with Appendix 7.



- 8.5 The Parties acknowledge and agree that the amounts set out in Appendix 8 represent the maximum amounts at which time and materials for Additional Services will be charged.
- 8.6 The Revenue Share for utilising the Platform for all Customers will be calculated by Blitzbet in accordance with Appendix 8 and invoiced at the end of each calendar month.
- 8.7 Expenses reasonably and properly incurred by Amelco in performing its obligations under each Work Order shall be payable by Blitzbet upon production of valid receipts subject to Blitzbet prior written approval for any expenses. Travel and accommodation required by Amelco related thereto will be booked by Amelco with prior consent of Blitzbet.
- 8.8 Blitzbet shall pay each invoice submitted to it by Amelco within 30 days of the date of the invoice to a bank account nominated in writing by Amelco from time to time.
- 8.9 Amelco agrees that Blitzbet shall be entitled to request that some or all of the Charges be invoiced to one its Group entity and that the relevant apportionment of amounts payable by each entity shall be notified in advance to Amelco. Payment to Amelco by any member of the Blitzbet's Group shall satisfy the payment obligations of Blitzbet hereunder.
- 8.10 Notwithstanding that Amelco has agreed to invoice any of Blitzbet 's Group company for some or all of the Charges from time to time and for the avoidance of doubt, nothing in this Agreement shall relieve Blitzbet from any liability for the Charges if at any time any amount of the Charges that has been invoiced to any Group entity is overdue for payment. Amelco shall be entitled to recover the overdue amount from the relevant Group entity and Blitzbet (who shall be jointly and severally liable to Amelco for such overdue amount). For the avoidance of doubt, Amelco may also request payment to a fully owned subsidiary or parent company of Amelco and payment to such designated entity shall serve to fulfil the payment obligations to Amelco hereunder.
- 8.11 Without prejudice to any other right or remedy that it may have, if Blitzbet (or any member of its Group) fails to pay to Amelco any sum due under this Agreement or a relevant Work Order on the due date for payment:
- 8.11.1 Blitzbet shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.11 will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
- 8.11.2 Amelco may by fourteen days' notice in writing to Blitzbet suspend all or part of the Services until payment has been made in full.

## **9. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Nothing in this Agreement shall affect the ownership of IPRs existing prior to this Agreement or generated outside the scope of the Services and no right, title or interest in a Party's IPRs shall pass to the other Party except as specifically provided for in this Agreement.
- 9.2 All title, ownership rights and IPRs in the Amelco Core Components (including in their Object Code versions) (1) arising during the performance by Amelco of its obligations under any Work Order or which are of general application in Amelco's business; or (2) are in existence and owned by Amelco or a third-party licensor prior to the commencement of the relevant Work Order shall belong to and shall remain vested in Amelco or, where appropriate, a third party licensor. Amelco retains all rights not expressly granted to Blitzbet in this Agreement.

## **10. TERM AND TERMINATION**

- 10.1 This Agreement shall commence on the date that it is signed and shall continue in force for 36 months (the "Initial Term") unless terminated beforehand in accordance with this Agreement. After the Initial Term this Agreement shall automatically extend for further periods of 12 months (the "Extended Term") unless terminated by either Party, upon at least 3 (three) months' written notice before the end of the Initial Term or relevant Extended Term. For purposes of this Agreement, the Initial Term and the Extended Term are referred to collectively as the "Term".
- 10.2 In addition to any other remedy it may have, either Party may terminate this Agreement immediately without further obligation on written notice to the other Party in the event of;
- 10.2.1 any material breach of this Agreement by the other Party, which cannot be remedied or is not remedied within 60 (sixty) days of the date the defaulting Party has been requested to do so; or
- 10.2.2 a series of breaches being committed by the other Party within a 90 consecutive day period which whilst not individually material, taken together are material; or
- 10.2.3 the other Party making any composition with or assignment for the benefit of its creditors; or the passing of any resolution or the presentation of any petition to wind up the other Party's business; or the other Party enters into liquidation (otherwise than for a reconstruction or amalgamation) or has a receiver or equivalent officer appointed over the whole or part of its assets; or the other Party has an administration order made in respect of it or is in any other way insolvent or unable to pay its debts.
- 10.3 On termination of this Agreement (howsoever arising):



- 10.3.1 Subject to clause 9 all licences or rights to use another Party's IPRs, know how or data granted under this Agreement by one Party to another shall immediately terminate;
- 10.3.2 each Party shall return or destroy (on the written request of the other Party) and make no further use of any and all Confidential Information, know how, data, materials or documentation (and all copies of them) belonging to the other Party; and
- 10.3.3 All provisions of this Agreement which are intended to have effect or to bind either Party following any expiry or termination of this Agreement or its transfer or assignment in whole or in part, including Clause 15 (Confidentiality), shall survive expiry or termination of this Agreement to the extent permissible by law.

**11. LIMITS AND EXCLUSIONS OF LIABILITY** Nothing in this Agreement shall exclude or limit either Party's liability to the other for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation or any other liability which cannot lawfully be excluded.

11.2 Blitzbet will hold harmless and indemnify Amelco and its employees, agents, officers, directors, affiliates, subsidiaries and assigns from and against any and all third party damages, fines, costs, and expenses caused by or resulting from Blitzbet's breach of this Agreement or its negligence or wilful misconduct, provided that such damages, fines, costs and expenses do not result from any breach of Amelco's obligations and/or warranties as set forth in this Agreement.

~~11.3 Amelco will hold harmless and indemnify Blitzbet and its employees, agents, officers, directors, affiliates, subsidiaries and assigns from and against any and all third party damages, fines, costs, and expenses caused by or resulting from Amelco's breach of this Agreement or its negligence or wilful misconduct, provided that such damages, fines, costs and expenses do not result from any breach of Blitzbet's obligations and/or warranties as set forth in this Agreement.~~

11.411.3 Limitation

Except for each Party's liability under any indemnity given under this Agreement and/or any liability for breach of confidentiality and/ or any liability for misuse of the other Party's IPRs, which shall be unlimited, each Party's aggregate liability to the other for damages actually incurred in any 12 month period concerning performance or non-performance by that Party or in any way related to this Agreement, and regardless of whether the claim for such damages is based in contract, tort, or pursuant to statute, or otherwise, shall not exceed the higher of one million pounds (£1,000,000) or 100% of the Charges paid or payable by Blitzbet

under this Agreement in the 12 month period preceding the claim (in the event that the claim arises in the first 12 months of this Agreement then a reasonable estimate of the Charges to be paid or payable over the first 12 months will be used when determining the limit of liability).

11.511.4 No consequential damages.

In no event shall either Party be liable to the other for any indirect, incidental, special, punitive or consequential damages, or lost profits, even if the Party against whom such claim is being made had been advised as to possibility of such damages.

## 12. WARRANTY

12.1 Amelco warrants and represents that:

- 12.1.1 it is the sole and exclusive owner of all Intellectual Property Rights and interests in the Amelco Core Components, the Object Code and the Software and that no third party has or is entitled to claim any intellectual property right or interest in the Software;
- 12.1.2 it has good title or is otherwise authorised to license the Software to Blitzbet in accordance with the terms of this Agreement;
- 12.1.3 at the time of licensing and delivery of the Software to Blitzbet, the Software is or will be a complete, accurate and up-to-date copy of the current release;
- 12.1.4 the Software shall perform all functions and contain all features as necessary to provide a turnkey solution capable of being implemented from the Go-Live Date;
- 12.1.5 it has legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement;
- 12.1.6 it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;



- 12.1.7 the Software will be free from material errors and will perform substantially in accordance with the specification supplied to Blitzbet;
  - 12.1.8 it will provide the Services in accordance with Best Industry Practice; and
  - 12.1.9 Amelco shall comply with the Security Schedule and Supporting Policies and Procedures).
- 12.2 All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

### **13. BLITZBET WARRANTIES**

- 13.1 Blitzbet warrants that: it has the legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement; and
- 13.2 it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations under this Agreement.

### **14. DATA PROTECTION**

- 14.1 In this Data Protection Clause:
  - 14.1.1 "Data Protection Laws" means the Data Protection Act 2018 as from time to time amended, extended, re-enacted or consolidated and all statutory instruments made pursuant to it, and, whenever applicable, the General Data Protection Regulation – Regulation (EU) 2016/679;
  - 14.1.2 "Personal Data" means the personal data (as defined in the Data Protection Laws) relating to Blitzbet's customers and their contacts, prospective customers and their contacts and any other individuals to whom the Services may relate; and
  - 14.1.3 Terms defined in the Data Protection Laws including but not limited to "data controller", "data processor", "process" (including all forms of such word) "data subject" and "Personal Data breach" shall have the meanings given to them in the Data Protection Laws.
- 14.2 Both Parties shall comply with all applicable requirements of the Data Protection Legislation in their performance of their obligations hereunder.
- 14.3 This clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

- 14.4 In the course of providing the Services, Amelco may be compiling, processing and storing Personal Data on behalf of Blitzbet and the Parties agree that, where this is the case, the following provisions shall apply:
- 14.4.1 Amelco shall act only in accordance with Blitzbet's written instructions with regard to the processing of the Personal Data unless Amelco is required by the laws of any member of the European Union, or by the laws of the European Union, to process Personal Data or process Personal Data for a different purpose. Where Amelco is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Amelco shall promptly notify Blitzbet of this before the processing is carried out (unless the relevant applicable laws prohibit Amelco from so notifying);
  - 14.4.2 Amelco shall not engage another processor without Blitzbet's prior specific or general written authorisation;
  - 14.4.3 Amelco shall ensure that all persons authorized to process Personal Data observe strict confidentiality obligations or are under appropriate statutory obligations of confidentiality;
  - 14.4.4 Amelco shall use appropriate technical and organisational measures to protect the Personal Data as required by the Data Protection Laws;
  - 14.4.5 Amelco shall not transfer any Personal Data outside of the European Economic Area (and, if the United Kingdom ceases to be part of the European Economic Area, the United Kingdom) unless the prior written consent of Blitzbet (or a member of its Group) has been obtained and subject to such requirements as are reasonably necessary to comply with Data Protection Legislation;
  - 14.4.6 If Blitzbet is required to provide information to an individual regarding that individual's Personal Data, Amelco will reasonably co-operate with Blitzbet, at Blitzbet's cost, in providing such information to the extent necessary to comply with the Data Protection Laws; and
  - 14.4.7 On the reasonable written request from Blitzbet, and at Blitzbet's cost, Amelco will provide Blitzbet with such information that it has regarding the Personal Data and its processing which is necessary to enable Blitzbet to comply with its obligations under the Data Protection Laws.
  - 14.4.8 Amelco shall and shall procure that any processor shall delete or return upon termination of the Services, all Personal Data stored, collected or processed on behalf of Blitzbet according to the latter's choice and provide sufficient proof thereof.



14.4.9 Amelco may, at any time on not less than 30 days' notice in writing to Blitzbet, revise this Clause 14 by updating this clause, to address the requirements of the Data Protection Laws.

14.4.10 In the event of any conflict or inconsistencies between the provisions of this Clause 14 and the data protection laws applicable in each respective territory (the "Local Data Protection Laws") to which this Agreement applies the provisions of this clause 14 shall not preclude the Parties from applying more stringent requirements of any Local Data Protection Laws..

## 15. ASSIGNMENT

15.1 ~~Except as expressly permitted herein and subject to the "Permitted Use" definition provision in Clause 3 herein, Neither~~ Neither Party shall assign this Agreement or any rights or obligations hereunder whether to a member of its Group or a third party without the other's prior written consent.

## 16. CONFIDENTIALITY

16.1 Both during and after the Term (howsoever terminated), each Party shall keep confidential all Confidential Information and shall not disclose the same in any form or any information contained therein to any third party without the other Party's prior written consent and shall not use nor disclose the same save solely for the Permitted Use and the proper performance of this Agreement or with the prior written consent of both Parties. In particular, Amelco shall not use any Confidential Information of Blitzbet in order to provide a sportsbook, exchange or similar or related service to any third party and Blitzbet shall not use any of Amelco's Confidential Information to develop any trading software for internal or third-party use.

16.2 Where disclosure of Confidential Information is to be made by Blitzbet or Amelco to any employee, supplier, consultant, sub-contractor or agent, it shall be done subject to obligations no less stringent than provided by these terms and conditions and both Parties agree to ensure that such employee, consultant, sub-contractor or agent enters into a standard NDA with a form reasonably acceptable to both Parties containing obligations no less stringent than provided by these terms and conditions.

16.3 Both Parties shall ensure that any such employee, supplier, consultant, sub-contractor or agent complies with such obligations in Clause 16.2. Both Parties shall be responsible to each other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

- 16.4 The obligations of confidentiality in this Clause 16 shall not extend to any matter which either Party can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under these conditions; was independently disclosed to it by a third party (who did not impose obligations of confidentiality on either Party). Nothing in this Clause 16.4 shall prevent disclosure of information which is required to be disclosed under any applicable law, or by order of a court or governmental body or other competent authority.

## **17. FORCE MAJEURE AND REGULATORY CHANGES**

- 17.1 If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:
- 17.1.1 that Party's obligations under this Agreement shall be suspended for so long as and to the extent that the Force Majeure Event continues provided that, as soon as reasonably possible after the Force Majeure Event starts, the affected Party shall have notified the other Party of the occurrence of the Force Majeure Event; and
- 17.1.2 The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement.
- 17.2 The Parties agree that Blitzbet shall not be required to make any payment for any period in which Amelco delays or fails to perform its obligations under this Agreement due to a Force Majeure Event.
- 17.3 If the Force Majeure Event continues for more than 60 days after the start of the Force Majeure Event the unaffected Party may terminate this Agreement immediately upon notice in writing to the other Party without further liability on the part of the unaffected Party.
- 17.4 Blitzbet may request that Amelco restrict the availability of the Software and/or the Platform (or any part thereof) to potential and existing customers of Blitzbet in any territory if Blitzbet reasonably believes that applicable legislation (or any actual or proposed changes thereto) in the relevant territory will expose Blitzbet or any member of its Group to the risk of legal, regulatory or economic sanctions in such territory should Blitzbet continue to provide or make available the Platform to potential or existing customers in that territory. Blitzbet may further restrict the availability of the Software (or any part thereof) to potential and existing customers in any territory in which Blitzbet detects high fraudulent activity.
- 17.5 Blitzbet shall, upon becoming aware of any exposure requiring such availability restrictions, notify Amelco of any availability restrictions it requires to be made pursuant to Clause 17.4 above, concerning the Software and/or the Platform.



- 17.6 Upon Blitzbet's request, Amelco will make such reasonable changes to the Platform to ensure compliance with applicable legislation and to support the offering of Platform to the Blitzbet customers and to potential customers. Such changes requested by Blitzbet shall be provided through the Amelco Managed Service.

## **18. SEVERABILITY**

- 18.1 In the event that any Clause (or part Clause) of this Agreement being in breach or unenforceable under any applicable English rule of law or legislation it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 18 shall not affect the validity and enforceability of the remainder of this Agreement.
- 18.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19. RELATIONSHIP BETWEEN THE PARTIES**

- 19.1 The relationship between the Parties is that of independent contractor. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties and neither Party is agent for the other Party, nor does either Party have authority to make any contract whether expressly or by implication in the name of the other Party without the other Party's consent for express purposes connected with the performance of this Agreement.

## **20. SUBCONTRACTING**

- 20.1 Amelco shall not subcontract its liabilities, obligations and responsibilities under this Agreement without prior written consent of Blitzbet. In the event of such subcontracting Amelco shall retain primary liability for its subcontractors as if they were its own. Where Amelco subcontracts its liabilities, obligations and responsibilities pursuant to this clause 20, Amelco shall ensure that the subcontract includes all provisions necessary so that Amelco may fulfil all of its liabilities, obligations and responsibilities under this Agreement.

## **21. THIRD PARTY RIGHTS**

- 21.1 Save that Blitzbet or any member of the Blitzbet Group may enforce the terms of this Agreement in accordance with its terms and in accordance with the Contracts (Rights of Third Parties) Act 1999, and except as expressly stated in this Agreement, nothing in this

Agreement shall be deemed to grant any right or benefit to any person other than the Parties, or entitle a third party to enforce any provision hereof and the Parties do not intend that any term of this Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement. However, this does not affect any right or remedy of a third party which exists, or is available, apart from such relevant laws.

## **22. LAW AND JURISDICTION**

- 22.1 This Agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in relation to it or its subject matter or formation shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

## **23. ENTIRE AGREEMENT**

- 23.1 This Agreement, the appendices and any documents annexed to the appendices to this Agreement or otherwise referred to herein contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter.

## **24. INDEMNITY**

- 24.1 Amelco warrants and represents that the provision and use of the Software will not infringe any IPRs of third parties. Amelco shall fully indemnify and keep fully indemnified Blitzbet and the Blitzbet Group against any and all damages, costs, charges and expenses, including legal fees and disbursements, which Blitzbet and/or the Blitzbet Group may incur or suffer as a result of any claims or proceedings brought against Blitzbet and/or the Blitzbet Group by any third party alleging that its use or possession of the Software infringe its IPRs.

## **25. AUDIT**

- 25.1 Amelco shall keep detailed records (including but not limited to time spent, wagers accepted, tasks performed, resources used, details of expenses incurred) of all things done by it in relation to the provision of the Services and the Deliverables (the "Records") and at Blitzbet's reasonable request shall make the Records available for inspection and/or provide copies to Blitzbet.



- 25.2 Subject to an appropriate confidentiality undertaking being secured from any relevant third party, Amelco will allow Blitzbet by its own personnel or by its auditors access to the Records and the ability to take copies of or extracts from the same during the Term and for 36 months afterwards, provided:
- 25.2.1 Records do not include confidential financial, payroll, personnel or other confidential records of Amelco that do not relate directly to Blitzbet;
  - 25.2.2 The purpose of such an audit is solely for the purpose of auditing contract compliance and not for the purpose of fee negotiation;
  - 25.2.3 Blitzbet and Amelco shall meet together with Blitzbet's auditors not less than 7 Working Days prior to the commencement of any audit and will agree to the scope of the audit; and
  - 25.2.4 Any access for the purpose of auditing or otherwise inspecting the Records shall be on not less than three days' written notice at any time during normal business hours, provided that, in the absence of exceptional circumstances, Amelco shall not be obliged to allow such access or inspection more than once during any 12 month period unless Blitzbet has reasonable grounds to suspect that fraudulent activity has occurred.
- 25.3 Should any audit or inspection of the Records by Blitzbet reveal that Blitzbet has been overcharged, Amelco shall reimburse to Blitzbet the amount of the overcharge plus any interest within 14 days. If the Records disclose a miscalculation of the fees or expenses of more than 5% for the period covered by the audit, the costs of such audit shall be borne by Amelco; in all other cases such costs shall be borne by Blitzbet.
- 25.4 Without prejudice to the previous paragraph, Amelco will afford to Blitzbet all reasonable assistance in the carrying out of such audit. Blitzbet and its auditors will ensure that any information obtained in the course of the audit concerning Amelco's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.
- 25.5 Blitzbet shall keep proper records and books of account showing GGR, NGR and the amount of Revenue Share payable to Amelco pursuant to the terms of this Agreement. Such records and books shall, not more than once in any twelve month period, and subject to not less than twenty Working Days' notice to Blitzbet be made available for inspection and audit by Amelco (or its nominated representative subject to such nominated representative being acceptable to Blitzbet (such consent not to be unreasonably withheld or delayed)) who shall be entitled to take copies of or extracts from the same.

25.6 If such inspection or audit should reveal a discrepancy in the Revenue Share paid from the amount payable under this Agreement, Blitzbet shall reimburse to Amelco the amount of the discrepancy plus any applicable interest within 14 days. In the event that the audit reveals an underpayment of 5% or more of the Revenue Share due to Amelco pursuant to this Agreement, Blitzbet Sports Inc. shall also reimburse Amelco in respect of any reasonable professional charges incurred for such audit or inspection; in all other cases such costs shall be borne by Amelco. Amelco's right of inspection shall remain in effect for a period of six months after termination of this Agreement.

## 26. ACCOUNT GOVERNANCE

26.1 Each Party will designate a key contact (the "Nominated Person") who shall be responsible for the co-ordination of all matters relating to the Agreement.

26.2 There shall be regular review meetings at either Blitzbet or Amelco's premises or via teleconference, (as agreed between the Parties from time-to-time), which the Nominated Persons and any relevant stakeholders from the Parties shall attend. These meetings shall provide a forum to discuss the progress of the Services and any issues arising there from.

26.3 The Nominated Persons of Blitzbet and Amelco shall be:

Blitzbet	Blitzbet Role	Amelco Name	Amelco Role
TBA	TBA	Paul Marjason	Head of Service Delivery

**27. DISPUTE RESOLUTION** Before initiating a formal procedure for the settlement of disputes, the Parties shall first attempt to reach an informal solution to the dispute by doing their best to attempt to solve all disputes at the lowest possible hierarchal level through the account governance process set out above and any other ordinary channels and procedures as agreed between the Parties from time to time.

27.2 Should the Parties fail to reach an agreement in accordance with Clause 27.1 within a period of 2 working days, then the aggrieved Party may give notice to the Nominated Person of the other Party stating the nature of the dispute. The Nominated Persons and any other relevant stakeholders from each Party shall meet in person or communicate by telephone within 2 Working Days of the date of the notice in order to resolve the dispute in good faith.

27.3 If the Parties, acting reasonably and in good faith, are still unable to resolve any such dispute within 2 Working Days of the meeting described in Clause 27.2, then the dispute



shall be escalated as appropriate to directors or other senior representatives of the Parties for resolution who shall meet in person or communicate by telephone to resolve the dispute within 3 working days of the escalation of the dispute to them.

- 27.4 No Party may commence any court proceedings or arbitration (where the Parties mutually consent to arbitrate) in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute according to the process set out in this Clause 27 and either the process has failed or the other Party has failed to participate in the process, provided that the right to issue proceedings is not prejudiced by a delay.
- 28. SET-OFF** Where either Party has incurred any liability to the other Party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each Party may set off the amount of such undisputed liability against any sum that would otherwise be due to the other Party under this Agreement. The Party exercising its set off right is required to inform the other Party of its intention to exercise its set-off right (a) by fax or (b) by email at least two Working Days in advance of exercising its set-off right.
- 29. COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one and the same agreement.
- 29.2 Transmission of the executed signature page of a counterpart of this Agreement or a Work Order (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 29.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.
- 30. NO WAIVER** No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall be deemed a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of such right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 31. NOTICE** Any notice given under this Agreement shall be in writing and sent or delivered to the address of the recipient Party as given in this Agreement (or as from time to time otherwise notified in writing) (i) by fax, in which case it shall be deemed received at the time it is sent and a satisfactory transmission report has been generated by the sending fax

machine; (ii) by hand (including by courier), in which case it shall be deemed received when delivered; (iii) by ordinary first class post (where the recipient is in the same jurisdiction as the sender), in which case it shall be deemed received two Working Days after posting; or (iv) by airmail (where the recipient is in the same jurisdiction as the sender), in which case it shall be deemed received seven Working Days after posting



31.2 The addresses for service of a notice are as follows:

**Blitzbet Sports Inc.**

Blitzbet Sports Inc., (728684119)  
Suite 910 - 800 West Pender Street, Vancouver, BC V6C 2V6  
Fax No.

With a copy to:

Dickinson Wright LLP  
Attention: Michael D. Lipton, Q.C.  
199 Bay Street, Suite 2200  
Toronto, ON M5L 1G4  
Fax: 844-670-6009  
E-mail: mdliptonqc@dickinsonwright.com

**Amelco**

AMELCO UK LIMITED (registered company number 05726453)  
The Stables  
Little Coldharbour Farm  
Tong Lane  
Lamberhurst  
Tunbridge wells  
Kent  
TN4 8AD

Fax No.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day first written above

Signed for and behalf of Blitzbet Sports Inc.

Signed: */s/ Chris Neville*

Print: Chris Neville

Position: CEO and President

Date: February 12, 2019

Signed for and behalf of AMELCO UK LIMITED

Signed: /s/ Damian Walton

Print: Damian Walton

Position: Owner

Date: Feb 12, 2019