



## INFORMATION LEAFLET GLG'S COMPANY MAINTENANCE SUBSCRIPTION

The Annual Company Maintenance Subscription ("ACMS" or: the "Service") provides the client with the necessary periodical legal regulatory updates within the field of iGaming. Clients shall also, on a basis of fair-use-policy, receive assistance in setting up basic reporting functions for technical, care (responsible gaming) and AML purposes.

This is a legal service, rendered by an attorney of GLG Litigation (the: "Contractor" or: "GLGL"), member of Gaming Legal Group. The (non-pro rata) annual price (2020) for the subscription is (fixed) € 1,500, for which the Applicant shall receive a digital invoice. Applicants are required to include proper credentials for identification purposes.

Based on the application, Contractor may make further inquiries before accepting the application. If and when countersigned (Contractor has a right to refuse applicants at all times), this document constitutes a legally binding agreement for a recurring annual subscription.

Certain limitations apply. Please read on for more information on this service.

### **Who should subscribe to this service and who should not?**

We have designed and introduced this service (the: "Service") specifically for the corporate professional with already sufficient education and experience to understand the basics of administration and finance in connection with running an iGaming Business, but however appreciates periodical updates by an attorney at a low cost. Only corporations may subscribe. The Service is specifically aimed at enrolling applicants who are not yet active clients and/or clients who occasionally need (uncomplicated) legal support.

The Service is meant only to quickly and sufficiently keep the professional updated with the latest regulatory developments. The Service is not meant to educate and/or maintain fit- and properness of the professional, nor is it meant provide any guarantees or safeguards. The client (represented by its board of directors) is deemed to be Fit and Proper and is hence deemed to be sufficiently aware of important developments and iGaming Principles. He or she is required to independently follow all necessary developments in order to remain Fit and Proper at all times and should not subscribe to this service if this is in doubt.



### **What does Fit and Proper mean and why is this a pre-requirement for this service?**

Fit and Proper means: "a legal individual or entity that has: (a) obtained a sufficient level of collective knowledge and experience to perform certain actions; and (b) has not acted in a manner considered to be disgraceful, reckless, heinous or dishonorable by practitioners of good repute and competency."

We value offering the Service only to qualifying applicants as we aim to keep the cost of the Service low. Applicants who need to be explained, for example, the legal requirements for and ramifications of a share transfer, or worse, think they do but they in reality do not, would claim too much time for the Service to be viable.

### **Why am I asked information on my company and its business in the application form?**

We need to establish if your company and its representatives are sufficiently Fit and Proper. We for example make inquiries on the markets that your company has its focus on and whether or not it actively discourages end users residing in prohibited geographical locations from visiting the iGaming websites of the company. If the company would for example be constantly in dispute with regulatory authorities, this would be a sign that the company is not taking its regulatory obligations too seriously. There is no point providing qualifying services to such a company, as it would not sufficiently benefit from the information provided. Furthermore, providing the information will assist in the application process for iGaming licensing.

### **What does the Company Maintenance Service include?**

Clients who have subscribed to the Service, will receive the following:

- A periodic update with all complimentary and non-complimentary articles as well as annotations of Gaming Legal Group;
- Tools for the successful completion of compliance procedures, such as, however not limited to templates and models, infographics and podcasts;
- Generic memoranda on the latest developments within the regulatory iGaming frameworks of the Netherlands, Malta and Curaçao (we have the last word in deciding what is generic or not). For example, included would be the steps of the Netherlands legislator in legalizing iGaming in the Netherlands, payment processing and licensing case law. We may expand the list of focus countries if there is sufficient interest within our pool of subscribed clients;
- Zoom or Skype calls (fair-use-policy) with your team on generic topics. We do on-site visits, however this is not included in the Service;
- Online assistance (fair-use-policy applies) on generic matters of compliance. For example, included would be generic advice on the responsibilities of the Money Laundering Reporting Officer ("MLRO");
- Daily discussions of a generic nature with corporate service professionals on behalf of the client.



### **What does the Company Maintenance Service not include?**

The Service does not include any reviews of corporate policies, documentation, manuals, statements, financial or otherwise. For example, the client is required to already have a proper business plan in place, the only exception for this would be an experienced client who is in the process of setting up a new company. We assist in reviews. However, this would not be included in the service.

Furthermore, the Service does not include any guarantees, certifications, vouches or identifications, mediations, arbitrations or investigations on behalf of the client. Any representative functions, in or outside of court are also excluded. We always have the final word in this.

### **What does the payment plan look like?**

We revise the Company Maintenance Service on a yearly basis. We accept subscriptions on the basis of a calendar year only. As we have kept the cost for this subscription low, the user shall quickly and easily reach the cap of the subscription price. For this reason we do not offer pro rata plans. The price is € 1,500 independent of the calendar month of entering into the description, with the exception of subscriptions starting in December. These shall be deemed applications for the next year. We do not provide refunds. Clients may opt-out of the subscription by notification in writing, up to the last day of the calendar year (31 December). Alternatively, the client may opt for 'classic' per-hour invoicing.

### **I was charged for services that appear to qualify under this subscription**

If you have paid the total outstanding fees in full, we shall automatically enroll you free of (additional) charge in the 2020 subscription, even if the amount paid does not exceed subscription price. This offer also stands if you did not yet pay your outstanding fees but will do so now. If your outstanding fees exceed the amount of € 1,500, please contact us, so that we can discuss an amicable solution. Of course, these arrangements do only apply on fees that qualify. We have the last word in this. As this is a new service, we do not provide refunds for qualifying services that were already charged in the past.

### **As an existing client, will I still be charged per the hour in the future for services that qualify?**

No, we shall automatically enroll you for the subscription 2020 against the standard price. You will for future reference never be charged by the hour for qualifying services, provided that you pay the annual € 1,500 fee.

### **Where can I find more information on the terms of service that apply to this subscription?**

The Services is rendered under assignment with GLG Litigation B.V., a law firm based in the Netherlands, member of Gaming Legal Group. Click on the button "legal information" for more information about the entity. and to read the applicable Terms of Service of GLG Litigation.