

SOFTWARE LICENCE AGREEMENT

Between

Port80 Partners s.r.l.

And

ILP Trading B.V.

An agreement entered into this **3rd of June 2025 Between**

On the first part, **Port 80 Partners s.r.l.**, a limited liability company incorporated under the laws of Costa Rica, having its registered address at Province 01 San Jose, Canton 08, Goicoechea, Calle Blancos, Montelimar, Costa Rica and registration number 4062001345513, duly authorised and hereinafter referred to as “**Licensor**”;

and

On the second part, **ILP Trading B.V.**, a limited liability company registered in Curacao, having its registered address at Schottegatweg Oost 10 Unit 1-9, Bon Bini Business Center, Curacao and registration number 164645 (0), duly authorised and hereinafter referred to as “**COMPANY**” or “**Licensee**”.

Licensor and **Licensee** are hereinafter jointly referred to as “Parties” or individually as a “Party”.

Whereas:

- a) **Licensor** is a company engaged in the remote gaming industry and possess specific skills in the sector and can market services through its own information system and technical infrastructure;
- b) In particular, **Licensor** has developed a state-of-the art gaming system consisting of a management and administrative software (the “Gaming Software”);
- c) **Licensee** is a company engaged in the gaming industry, and is desirous to acquire the right to access and use the Gaming Software for carrying out its operations;
- d) **Licensor** is willing to grant Licensee with the right to commercially exploit the Gaming Software, pursuant to the terms and conditions set forth in this Agreement;
- e) The **Parties** are entering into and performing this Agreement as independent contractors. Nothing in this Agreement is to be taken to constitute an association, agency, joint venture, or partnership between the **Parties**;
- f) These premises form substantial part of this Agreement, which also consists of 5 annexes that form substantial part as well:
 - Annex I - Fees;
 - Annex II – Licensee Websites;
 - Annex III – Prohibited Territories;

Now, therefore, the Parties agree as follows:

Interpretation of the Agreement

The headings in this Agreement are inserted and intended for convenience only and shall not affect in any case its nature or the interpretation of the clauses hereof;

References in this Agreement to any law and or regulation include any modification, amendment or re-enactment of such law and or regulation;

References in this Agreement to the singular include the plural and *vice-versa*; References in this

Agreement to one gender include all genders;

Unless the context otherwise requires, expressions below in this Agreement shall have the following meanings:

“Agreement” shall mean this agreement including its preambles and any annexes hereto

- **“Ancillary Services”** shall mean the free of charge training and technical support services to be provided by Licensor to the Licensee under the Agreement.
- **“Applicable Laws”** shall mean means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, including, without limitation, any rules, regulations, orders, or decisions of any competent authority.
- **“Confidential Information”** shall mean the terms and conditions of this Agreement and any and all information which is disclosed by either Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) or which came or may come directly or indirectly in any way whatsoever into the possession of the Receiving Party, whether received in writing, orally, electronically, in tangible or any other format, relating to the Company or its related entities and persons, the Gaming Software and any other products delivered hereunder and the businesses of the Parties, except for information which: (a) was or becomes publicly known without breach of this Agreement or Applicable Law; or (b) is obtained by the receiving Party from a third Party without a breach of such third party’s obligations or confidentiality or (c) is required by law to be disclosed by the receiving Party.
- **“Competitor”** of either Party shall mean any person, whether legal or natural, professionally engaged in an industry or a business that is the same or substantially similar to the business of such Party.
- **“Documentation”** shall mean documentation, either printed or digital, that pertains to the Gaming Software, including but not limited to: technical data, diagrams, training materials and other documents developed by Licensor that define the functional software requirements and specifications.
- **“Effective Date”** shall mean the date of execution of this Agreement by both Parties;
- **“End-User”** shall mean the Licensee’s final consumers who access the Gaming Software by registering and opening an account with the Licensee on the Licensee Websites.

- **“Fees”** shall mean all fees and other consideration due and payable from Licensee to Licensor under the Agreement as detailed in Annex I;
- **“Games”** shall mean the games licensed to the Licensee by the Game Providers and made available by the Licensee to End-Users on the Licensee Websites;
- **“Gaming Software”** shall mean the whole software developed, owned and licensed by **Licensor** thereof to Licensee in accordance with this Agreement, which software consists of a management and administrative interface that allows the generation, retention, control and processing of essential regulatory data and the back-end system on which it resides for the purposes of allowing the Licensee to operate its B2C business, including offering the Games to End-Users, and includes any derivative forms of it resulting from enhancements, changes, additions or modifications made to the Gaming Software under the terms of this Agreement.
- **“Gross Revenue”** shall mean all gross monies in the form of wagers received by the Licensee from its End-Users from the operations carried out on the Licensee Websites via the Gaming Software minus monies paid out as winnings excluding Jackpot Winnings.
- **“Hosting Fee”** means the monthly fee indicated in paragraph 2 of Annex I of this Agreement payable by the Licensee to the Licensor for the Hosting Services;
- **“Hosting Services”** means the hosting services provided by **Licensor** to Licensee under the Agreement as detailed in the Documentation, for the purpose of operating the Gaming Software;
- **“Jackpot Changes”** means the players’ contributions to the relevant jackpot games minus the winnings generated from such games, excluding the respective jackpot seeds.
- **“Jackpot Winnings”** shall mean winnings derived from jackpots games which players do not contribute to;
- **“Launch Date”** shall mean the date when the Gaming Software shall be fully operational on the Licensee Websites;
- **“Launch Deadline”** shall mean the date of launch
- **“Licensee Websites”** shall mean any and every remote web address detailed in Annex II where the Gaming Software is operated from;
- **“Look and Feel”** shall mean, with reference to the Licensee Websites front-end, the aspect of its design, including elements such as colors, shapes, layout and typefaces as well as the behaviour of dynamic elements such as buttons, boxes and menus.
- **“Monthly Minimum Fee”** shall mean the monthly minimum amount which shall be payable by the Licensee to the Licensor in respect of a particular Period whenever the aggregate

Royalty Fees due by the Licensee to the Licensor for such Period are less than the Monthly Minimum Fee

- **“Net Gaming Revenue”** shall mean the Licensee’s Gross Revenue less (i) monies paid out in form of bonuses to End-Users; less (ii) Jackpot Changes, less (iii) monies paid out in form of applicable Gaming Tax, where the total of (i) + (ii) is capped at 20% of Gross Revenue;
- **“Period”** shall mean a calendar month;
- **“Prohibited Territory”** shall mean each and every area, country or jurisdiction listed in Annex III;
- **“Regulated Market”** shall mean each and every country or jurisdiction which requires the Licensee to obtain a licence or equivalent permit issued by a local regulatory body or authority of that country or jurisdiction for the purposes of offering the Games to End-Users;
- **“Royalty Fee”** shall mean the license fee payable by the Licensee for each Period for the use of the Gaming Software on the Licensee Websites calculated on the basis of the Licensee’s Net Gaming Revenue from the Gaming Software as set forth in paragraph 3 of Annex I of this Agreement;
- **“Set-up Fee”** shall mean the one-time fee payable by the Licensee to the Licensor as set forth in paragraph 1 of Annex 1 of this Agreement;
- **“Specifications of the Gaming Software”** or **“Specifications”** shall mean the technical, regulatory and other characteristics of the Gaming Software whether pre-existing or agreed by the Parties and the ‘Look and Feel’ of the Licensee Websites’ front-end as detailed in Annex V to this Agreement;
- **“Statement”** shall mean a statement of the balance of funds due to Licensor at the end of each Period as described in clause 33;

Subject of the Agreement

- 1) Subject to the launch of the Website on the Launch Date Licensor hereby grants to Licensee the right to use the Gaming Software for commercial exploitation under the conditions set forth in this Agreement.
- 2) In consideration of the payment by the Licensee of the Fees to Licensor, Licensor hereby grants Licensee a worldwide, non-exclusive, non-transferable and non-sub-licensable, license for the term of this Agreement:
 - To access the Gaming Software via the backoffice environment to view and retrieve essential regulatory data;

- To operate the Gaming Software from any Licensee Website so that End-Users may be able to register with any such Licensee Website and open a gaming account with the Licensee;
- And to otherwise use the Gaming Software in the manner and for purposes contemplated by this Agreement, including Game and other gaming related product and services integrations

and shall provide Licensee with the Hosting Services and Ancillary Services.

Delivery, integration and set-up

- 3) **Licensor** shall deliver the Gaming Software to the Licensee and shall ensure that the Gaming Software complies in all material respects with the Documentation and the Specifications.
- 4) **Licensor** shall endeavor to integrate and set-up the Gaming Software by hosting it on its own servers, as the Parties have agreed, within a reasonable time after the Effective Date and in any case before the Launch Date.
- 5) **Licensor** shall be responsible for configuring the Gaming Software and will provide, upon Licensee's request, a remote technical integration support to Licensee during set-up and systems operations, as well as any other assistance that may be required to complete the set-up of the Gaming Software.
- 6) The Parties acknowledge that the integration process requires efforts from both Parties. Neither Party shall be liable and shall be held responsible to the other Party for any delay in the Launch Date unless such delay is caused due to a fault (including intent, omission or negligence) attributable to such Party.
- 7) The Parties acknowledge that conformity of the Gaming Software to certain Specifications may require efforts from third parties or otherwise depend on such third parties' responsiveness. Neither Party shall be liable and shall be held responsible to the other Party for any delay in the Launch Date if such delay is caused due to a fault attributable solely to any relevant third party.
- 8) Licensee may from time to time following the Launch Date, request changes to the Specifications of the Gaming Software or additional Specifications, (the "**Changes**") to Licensor. Proposed Changes shall be submitted in writing to Licensor and shall be subject to Licensor's prior approval, which approval may be subject to the Licensee providing all the relevant, reasonable documentation and information requested by the Licensor and which approval may be withheld by Licensor where Licensor, in its reasonable discretion, considers that granting such approval is likely to cause unreasonable commercial, reputational, legal or regulatory risk to Licensor. Where proposed Changes are approved, Licensee will be charged for such Changes according to a separate offer to be agreed in writing between the Parties, in accordance with Annex V.
- 9) Subject to Clause 7, Licensor undertakes to complete any Change approved in terms of Clause 8, which Change consists in the integration of a new Payment Service Provider or a new Games

Provider as soon as reasonably practicable but in no event later than six (6) calendar months of the granting of the approval.

Ancillary Services

- 10) Licensor shall provide adequate training to the staff of Licensee, at no additional cost to the Licensee, in regard of the Gaming Software. Training shall be provided remotely prior to the Launch Date, as the Licensee may consider necessary, but in any case not exceeding an aggregate duration of thirty (30) working hours.
- 11) During the first calendar month following the Launch Date, Licensor shall provide Licensee, upon request, with further assistance to address any specific training needs the Licensee may still have in regard of the Gaming Software.
- 12) Licensor shall use its best endeavors to resolve any Gaming Software problems and related operational problems caused by Gaming Software malfunctions in the most efficient manner and in the shortest time possible and in accordance with the Service Level Agreement attached hereto in Annex IV to the Agreement, where applicable.

License of Use

- 13) Licensee shall not (and shall not assist any third party either to), (a) copy, in whole or in part, the Gaming Software, (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Gaming Software or from any other information by any means whatsoever; (c) distribute, disclose or allow use of any of the Gaming Software in any format through any timesharing device, service bureau, network or by any other means, to or by any third party; (d) modify, adapt, translate, or create derivative works based on the Gaming Software or any portion thereof; (e) share, sell, rent, lease, sublicense or otherwise supply access to the Gaming Software to any other party who is not accordingly authorized under the Agreement; (f) modify, delete or obscure any copyright notices or labels on or in the Gaming Software; (h) use the name or proprietary logo(s) of **Licensor** without **Licensor's** prior written consent.
- 14) Licensee acknowledges that **Licensor** reserves the right, at any time and without notice, to monitor compliance with the terms of this license and to otherwise protect its rights in and to the Gaming Software by incorporating management technology into the Gaming Software and monitoring usage, including, without limitation, time, date, access or other controls, counters, serial numbers and/or other security devices. In addition, **Licensor** reserves the right, by giving reasonable notice to the Licensee, to audit or have audited Licensee's use of the Gaming Software to verify compliance with the terms of this license.

Intellectual Property and Proprietary Rights

- 15) Licensee acknowledges and agrees that Licensor and/or any owner of intellectual property rights in the Gaming Software as may be indicated in writing by Licensor shall at all times retain its rights in the Gaming Software and all subsequent copies and modifications of the Gaming Software.
- 16) Licensee acknowledges that all title and copyrights in and to the Gaming Software (including but not limited to any images, photographs, animations, video, audio, music, text, “applets,” and “plug-ins,” incorporated therein), the accompanying printed materials, and any copies of the Gaming Software are owned by or licensed to Licensor. Licensee shall not remove any copyright notice or other proprietary or restrictive notice or legend contained or included in any material provided by Licensor.
- 17) Licensee acknowledges and agrees that any suggestions or contributions made by Licensee or its employees or agents that are incorporated into subsequent, either customized or not, versions of the Gaming Software and/or the Documentation, even provided without application of any charge to Licensee, shall be the sole and exclusive property of Licensor or of any third-party owner indicated in writing by Licensor.
- 18) For the avoidance of doubt, no proprietary rights are being transferred in this Agreement but strictly only a license to use. Nothing in this Agreement shall give the Licensee any interest in any Intellectual Property Rights in the Gaming Software or any goodwill associated therewith, except as expressly licensed hereunder and Licensee hereby acknowledges that it shall acquire no interest in respect thereof and, that all such interests and goodwill are and shall remain vested in the Licensor.
- 19) The Licensor hereby declares and warrants that the license of the Gaming Software to the Licensee as contemplated in this Agreement will not infringe upon any patents, copyrights or other intellectual property and any other rights of any third party.
- 20) The Parties hereby agree, and Licensor acknowledges and accepts, that the ownership of the End-User database shall belong exclusively to the Licensee. Licensor warrants and undertakes that it shall at all times maintain the necessary controls and mechanisms for the purposes of monitoring the persons and employees who shall be accessing or have accessed the End-User database, and shall provide the Licensee, upon the Licensee’s request and without undue delay, with any and all relevant and reasonable information which the Licensee may request regarding the persons who have access or have accessed to the End-User database.

Licensor Warranties and Obligations

- 21) Licensor warrants, declares and undertakes that:
 - a) it is competent and duly authorized to enter into this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms;
 - b) It has all the necessary corporate actions taken to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein;
 - c) it is the rightful owner of the Gaming Software and legally entitled to grant Licensee all the rights provided under the Agreement;
 - d) It shall obtain and shall maintain throughout the term of this Agreement, any and all gaming

licenses, approvals and authorisations that are necessary for the purposes of carrying out its obligations in terms of this Agreement and ensuring that the Gaming Software can be offered by the Licensee in the jurisdictions which are not listed as Prohibited Territories;

- e) It has full authority to grant to the Licensee all of the rights granted herein, and to perform its obligations under this Agreement;
- f) It shall provide the services and perform its obligations in this agreement, including the Hosting Services and Ancillary Services, in a timely and professional manner and in accordance with the terms of this Agreement, including the Service Level Agreement;
- g) the Gaming Software is free from all viruses known generally or by Licensor;
- h) the Gaming Software does not contain any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Gaming Software.

Licensee Warranties and Obligations

22) Licensee warrants declares and undertakes that:

- a) it is competent and duly authorized to enter into this Agreement, and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms;
- b) It has all the necessary corporate actions taken to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein;
- c) it is the rightful holder of or is in the process of obtaining a valid remote gaming license, enabling it to operate the Gaming Software provided under the Agreement, issued in accordance with the relevant regulations with respect to the jurisdiction in which Licensee is established or operates from;
- d) it will maintain the validity and or, if needed, renew the license for the term of the Agreement;
- e) it will apply for any other authorization/s or license/s from relevant authorities which are required for the purposes of offering the Games to its End-Users.
- f) It will provide upon simple request from Licensor a copy of the gaming license;
- g) it will comply with all applicable rules, laws and regulations in connection with the operation of the Gaming Software;
- h) it will not actively target any person who is under the legal age for gambling and agrees to block all underage players from being able to access the Gaming Software;
- i) it will not actively target any jurisdiction where gambling or the promotion thereof is illegal and agrees to block all players located in territories where gaming is illegal from being able to access the Gaming Software;
- j) It will not target any Prohibited Territory in accordance with Annex III of this Agreement;
- k) it will not generate traffic, customers or other gaming activity by illegal or fraudulent activity;
- l) it will not allow its employees, agents or, in general, personnel to access the Gaming Software as end-users;

- m) it will not register any domain names or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service or include metatag keywords on any affiliate's website that incorporate terms which are identical or similar to The Mill Adventure Intellectual Property Rights, in particular trademarks owned by Licensor;
- n) it shall be responsible for the day-to-day operational activities of the Gaming Software, including but not limited to: marketing, customer support and care, AML/CFT and fraud screening and payment management.

Mutual Warranties and Obligations

- 23) Both Parties shall comply with all local and foreign laws and regulations and standards promulgated there under, including but not limited to laws, regulations and standards applicable to wagering games and all related activities, that may apply with respect to distribution of the Gaming Software under or with respect to this Agreement.
- 24) Neither Party shall be liable for any breach of this Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action taken or decision made by any competent authority in respect of this Agreement. In the event that any term of this Agreement is so adjudged to be void and or unenforceable by any competent regulatory authority, the Parties will consult with a view to amending this Agreement to the satisfaction of said authority. If the Parties are unable to agree a suitable amendment to the satisfactory of said authority, then either Party may serve notice on the other to terminate this Agreement without any further liability.

Liability and Limitation of Liability

- 25) Each Party hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out of or in connection with any breach by the indemnifying party of any of its warranties and covenants set forth in this Agreement.
- 26) Neither Party nor their affiliates, parents, sister and other group companies, successors, officers, employees, agents, directors, shareholders and attorneys shall be held liable for any form of indirect or consequential damage, including but not limited to loss of turnover/revenues or profits as well as loss of interest and customers even if such damage was foreseeable.
- 27) The total liability of either Party for direct damages arising from failure to comply with this Agreement or caused by a tort in connection with the execution of this Agreement shall be limited to an amount equal to one hundred thousand Euro (€100,000).
- 28) Except as provided for in this Agreement, Licensor makes no representation that any of its services including the Gaming Software shall be uninterrupted or error free and, to the full extent permissible by law; Licensor shall not be liable for the consequences of such interruptions or errors. Without prejudice to any express undertakings or warranties provided hereunder, the Gaming Software is provided "as is" and all conditions, warranties, terms and undertakings whether express or implied, statutory or otherwise relating to the delivery, performance, quality, accuracy, fitness for purpose, occurrence or reliability of the Gaming Software are hereby excluded to the fullest extent permitted by law.
- 29) Notwithstanding anything to the contrary contained in this Agreement, the foregoing limitations of

liability for each Party shall not apply in the event of fraudulent activity, gross negligence or wilful misconduct by such Party. Each Party shall indemnify and hold the other Party harmless for any damages, costs or amounts which such Party is ordered to pay to any authority or to any other third party by any court, arbitrator or tribunal due to the fraudulent activity, wilful misconduct or gross negligence of the other Party.

- 30) Notwithstanding anything to the contrary contained in this Agreement, the limitations of liability for the Licensor shall not apply in the event that the Licensee incurs any damages, claims or losses resulting from the illegal, unlawful, improper or unauthorized use of the End-User data by the Licensor, its officers, employees, agents or sub-contractors.
- 31) Notwithstanding anything to the contrary contained in this Agreement, the Licensor shall defend, fully indemnify and hold the Licensee harmless against any and all losses, damages, expenses and claims arising out of or in connection with any claim that the Licensee's use of the Gaming Software infringes the intellectual property rights of any third party.

Fees and Payments

- 32) In consideration of the rights granted under this Agreement, Licensee undertakes to pay the Fees in accordance with the provisions of this Agreement and as set out in Annex I.
- 33) Licensor shall calculate the Gross Revenue, Net Gaming Revenue and the Royalty Fees at the end of each Period and shall provide Licensee with a Statement indicating the amount of Fees due to the Licensor, or any other payments due to Licensor under this Agreement or otherwise.
- 34) If Licensee disagrees with any balance reported, Licensee shall, within a period of ten (10) working days, notify Licensor and indicate the reasons of such disagreement. Failure to notify within the prescribed time limit shall be deemed an irrevocable acknowledgment of the balance due for the respective period.
- 35) Fees shall be invoiced within the tenth (10th) day of the subsequent Period. Licensee undertakes to pay Licensor within ten (10) days from the receipt of the invoice. In the event of overdue invoices, the Licensor shall send written notice to the Licensee that the invoice remains outstanding and requesting the Licensee to settle the invoice by not later than ten (10) days following receipt of such written notice by the Licensor. In the event that the Licensee shall not have settled the invoice within ten (10) days from receipt of the written notice by the Licensor, the Licensor reserves the right to charge interest on any outstanding amounts which have not been disputed by the Licensee at the rate of eight (8) per cent per annum.
- 36) In the event where any respective Royalty Fees due for a particular Period are less than the Monthly Minimum Fee indicated in Annex I, Licensee shall pay to the Licensor the Monthly Minimum Fee in lieu of the Royalty Fees.
- 37) If an underpayment or an overpayment has been made, Licensor will invoice or credit the Licensee as applicable for such amount.
- 38) Each Party shall be exclusively responsible for the payment of any and all of its respective taxes, levies, fees, charges and any other money payable or due both locally and abroad to any tax

authority, department or other competent entity as a result of the activities carried out by such Party in terms of this Agreement.

- 39) Unless otherwise agreed upon between the Parties, all amounts to be calculated or paid under this Agreement shall be paid in Euro (EUR).

Duration of the Agreement, Termination and Effects of termination

- 40) This Agreement shall commence on the Effective Date and shall remain in force for an initial term of one (1) year (the “**Initial Term**”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for further one (1) year’s period (each a “**Renewal Term**”). Either Party shall have the right to terminate this Agreement at any time during the Initial Term or the respective Renewal Term by providing the other Party with not less than four (4) months notice prior to the expiration of the Initial Term or Renewal Term.
- 41) Licensor shall be entitled to immediately terminate this Agreement, without incurring any penalty, loss or liability, by giving written notice to Licensee in the event that Licensee fails to pay the pre- agreed Set-up fee within the due date indicated in Annex I of this Agreement.
- 42) The Licensee shall be entitled to immediately terminate this Agreement without incurring any penalty, loss or liability, save as provided in Annex I, by giving written notice to Licensor in the event that Licensor fails to complete the set-up prior to the Launch Deadline. Provided that the Licensee may, at its sole discretion, agree to extend the Launch Deadline to a later date, in which case such later date shall be considered to be the Launch Deadline.
- 43) Either Party, without prejudice to any other rights and remedies of that Party accrued prior to termination, shall be entitled to terminate this Agreement, without incurring any penalty, loss or liability, immediately by giving written notice to the other Party if:
- a) the other Party has committed a material breach of any of the terms hereof and within fourteen (14) days after service on the other of notice specifying the breach complained of and warning of termination has failed to remedy the same (if remediable) for the avoidance of the doubt the breach of any warranty or obligations under Clauses 21-24 or any misrepresentation of any terms or facts therein, shall be deemed to constitute a material breach;
 - b) the other Party has entered into liquidation either compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or had an administrative receiver, receiver or administrator appointed in respect of the whole or any part of its assets or made an assignment for the benefit of or composition with its creditors;
 - c) either Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law or to a relevant gaming license, to which a Party is subject;
 - d) either Party ceases, even just temporarily or partly, its capability of fulfilling any of the obligations provided by this Agreement;
 - e) either Party’s relevant license, approval or permit necessary for fulfilling its obligations under or for the purpose of this Agreement fails to be obtained, expires, is forfeited, revoked, cancelled or waived;

- f) there are any changes in Applicable Law and/or regulatory conditions or enforcement practices in a given market that make the operations of the Gaming Software unreasonably burdensome or risky from a technical, regulatory or commercial perspective.
- 44) Either Party shall have the right to terminate this Agreement without incurring any penalty, loss or liability by providing at least six (6) months prior written notice to the other Party:
in the event that the either Party undergoes a change of ownership of more than fifty percent (50%) of its direct or indirect share capital, resulting in such Party being controlled by a Competitor of the other Party.
- 45) On the termination of this Agreement howsoever arising, all outstanding sums payable to Licensor shall immediately become due and payable.
- 46) The Licensee shall have the right to immediately terminate this Agreement, without incurring any penalty, loss or liability, in the event that the Licensor fails to meet the minimum services levels as provided in Annex IV for 2 (two) consecutive quarters, and this without prejudice to the Licensee's other rights in terms of this Agreement (including the Service Level Agreement).
- 47) Without prejudice to Clause 45, in the event that Licensee terminates the Agreement without cause prior to the lapse of the Initial Term or prior to the lapse of any Renewal Term in accordance with Clause 40 above, Licensee undertakes to pay the Minimum Fee to Licensor for the remaining portion of the relevant term of the Agreement.
- 48) Subject to clause 49 below, on the termination or expiry of this Agreement howsoever arising, the license granted under Clause 1 shall be immediately and automatically revoked and for the effect, Licensee undertakes to:
- a) Immediately to cease using the Gaming Software;
 - b) Return to Licensor or at Licensor's request otherwise dispose of or destroy as Licensor shall direct, all copies of the Gaming Software and any Documentation in the Licensee's possession or control.
 - c) Clauses 25-31 (Liability and Limitation of Liability) shall survive the termination of this Agreement.
 - d) Clause 53 (Confidentiality) shall survive the termination of this Agreement and shall remain in force in perpetuity.
- 49) The Licensor acknowledges that the Licensee shall require sufficient time following [notice of] termination or expiry of this Agreement by either Party to effect a timely and satisfactory transition to replace the Licensee's use of the Gaming Software with an alternative platform (the "**Transition**"). Notwithstanding anything to the contrary contained in this Agreement, including clause 46 above, in the event that the Licensee determines at its sole, reasonable discretion that the Transition cannot be completed until the effective date of termination of this Agreement, the Licensee shall as soon as reasonably practicable provide the Licensor with a time-line outlining the manner in which the Transition shall occur and the date, which date shall not exceed four (4) months from the date of termination as originally notified by the terminating Party, by when the Transition shall be completed (the "**Transition Completion Date**"), and in such case the effective date of termination of this Agreement shall be considered to take place on the expiration of the

Transition Completion Date and the Licensee shall be entitled to continue using the Gaming Software and procuring the services from the Licensor in accordance with the terms of this Agreement until the Transition Completion Date. The Licensor agrees and undertakes, to provide any assistance and co-operation which may be required or deemed desirable by the Licensee for the purposes of the Transition, including but not limited to any assistance and co-operation relating to the migration of any data (including player data), at no further cost to the Licensee, and any Fees payable by the Licensee in accordance with this Agreement shall continue to be paid to the Licensor until the Transition Completion Date. The Licensor undertakes to provide any and all support as the Licensee may require for the purposes of ensuring the transfer of all necessary data to a different platform requested by the Licensee.

In the event that the duration of Transition exceeds the Transition Completion Date as indicated by Licensee exclusively due to reasons on Licensee's side, Licensor shall charge to Licensee a penalty fee of Euro 5,000.00 (five thousand euro) (the "Penalty Fee"). The Penalty Fee shall be due in addition to any other Fees under the Agreement and shall be payable on a monthly basis starting from the Transition Completion Date.

Miscellaneous Provisions

- 50) **Applicable law and jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Costa Rica, and each party hereby submits to the exclusive jurisdiction of the courts of Costa Rica.
- 51) **Amendment or Modification.** This Agreement may not be amended, modified or supplemented by the Parties in any manner, except by an instrument in writing signed by both Parties.
- 52) **Assignment.** Neither Party may assign this Agreement, or transfer or assign any rights or delegate any obligations hereunder, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld.
- 53) **Confidentiality.** Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement and not to disclose any Confidential Information of the other Party to third parties. The foregoing shall not prevent a Party from disclosing Confidential Information to its professional advisors, provided that such advisor is bound by professional secrecy or a written confidentiality undertaking.
- 54) **Exclusivity** This Agreement does not imply or grant any exclusivity to or by one Party to the other Party. The Parties agree that Licensor may develop and license the Gaming Software to other licensees.
- 55) **Non Solicitation** During the period commencing on the Effective Date and ending one year following the termination of this Agreement, howsoever arising, neither Party shall, without the prior written consent of the other Party, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the other Party; or (ii) hire, on behalf of such Party or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the other Party.
- 56) **Force Majeure.** If, by reason of Force Majeure, either Party (the "Frustrated Party") is delayed or unable, in whole or in part, to perform or comply with any obligation or condition of this

Agreement (other than an obligation to pay), the Frustrated Party will be relieved of liability and will suffer no prejudice for failing to perform or comply or for delaying that performance or compliance during the continuance and to the extent of the inability so caused from and after the happening of the event of Force Majeure, provided that it gives to the other Party prompt notice of its inability and reasonably full particulars of the cause of the inability.

- 57) **Notices.** Notices shall be in writing, and shall be served on the other party marked for the attention of the Managing Director (in the case of a notice served on the Provider) or the Managing Director (in the case of a notice served on the Operator) at the respective addresses set out at the head of this Agreement.
- 58) **Partial Invalidity.** In the event that any one or more of the phrases, sentences, clauses or sub- clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.
- 59) **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction.
- 60) **Waiver.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purposed for which it has been given. No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of that right. No single or partial exercise or waiver of any right will preclude any other or further exercise of the right or the exercise of any other right.

This Agreement has been executed in two (2) originals, of which the Parties have taken one (1) each.

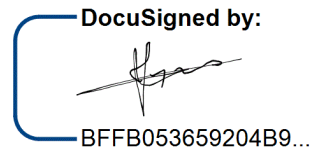
In witness whereof this Agreement has been duly signed and executed.

Name: Shaun Browne


Shaun Browne (Jun 24, 2025 07:44 GMT+2)

Position: Director
Port 80 Partners s.r.l.
Place: Costa Rica
Date: 3rd June 2025

Name: Jonathan Marshall Ruwel Heymans

DocuSigned by:

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Position: Director
ILP Trading B.V.
Place: Curacao
Date: 3rd June 2025

ANNEX I FEES

The Fees payable by the Licensee to the Licensor shall be the following:

- 1) **Set-Up Fee.** A one time Set-Up fee shall be charged to Licensee per each approved Website and shall be payable within 10 days of the Effective Date or the approval Date in case of subsequent addition. This fee covers, delivery, integration, set-up, testing and Specifications of the Gaming Software per Licensee Website. The Set- Up fee shall be Euro 50,000 (EUR fifty-thousand) for the each Website. Licensor shall refund the Set-Up Fee to Licensee in full, in the event that Licensee terminates the Agreement before due to Licensor failing to complete the set-up prior to the Launch Deadline due to a fault of the Licensor;
- 2) **Service Fee.** A monthly fixed fee for each Approved Website or brand operated by Licensee that shall be charged to Licensee for the term, accordingly to the below calculation:

Approved Websites/ Brands	Service fee per Approved Website (Brand)
1	EUR 5,500.00
2 - 3	Eur 4,000.00
4 - 5	Eur 3,500.00

For the avoidance of doubt, the Service fee is to be applicable for each live Approved Website. Example: *Should the partner have 3 Approved Websites live on the Gaming Software, the Service fee shall be calculated as follows: 5,500.00 (Brand1) + 4,000.00 (Brand 2) + 4,000.00 (Brand 3) = EUR 13,500.00 monthly Service fee.*

- 3) **Royalty Fee.** A monthly variable fee calculated on the Net Gaming Revenue generated by Licensee via the Gaming Software shall be charged to the Licensee for the term. This fee covers the licence granted under the Agreement and shall be calculated as follows:

Net Gaming Revenue	Royalty Fee
EUR	15.00%

- 4) **Monthly Minimum Fee.** A fixed fee of Euro 15,000.00 (EUR fifteen thousand) payable by Licensee in lieu of the Royalty Fee in any Period where the Royalty Fee due in accordance with paragraph 3 above is lower than the Minimum Fee. The Parties hereby agree that the Monthly Minimum Fee shall be waived in the initial 3 months from the Launch Date.
- 5) **Game Suppliers.** A monthly variable fee calculated on the Gross Gaming Revenue generated by Licensee via the Gaming Software shall be charged to the Licensee for the term. This fee covers the game suppliers provided by Licensor:

Gross Gaming Revenue	Royalty Fee
All game providers	15.00%

The Parties further agree to review this Annex and the Fees herein stipulated upon the lapse of the first Renewal Term and subsequently upon each successive Renewal Term in accordance with Clause 40 above. Provided that any revision in the Fees payable by the Licensee in terms of this Agreement shall be agreed upon between the Parties not later than four (4) months' before the expiration of the Initial Term or each Renewal Term.

Shaun Browne
Shaun Browne (Jun 24, 2025 07:44 GMT+2)

Name: Shaun Browne

Position: Director
 Port 80 Partners s.r.l.
Place: Costa Rica
Date: 3rd June 2025

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Name: Jonathan Marshall Ruwel Heymans

Position: Director
 ILP Trading B.V.
Place: Curacao
Date: 3rd June 2025

ANNEX II LICENSEE WEBSITES

The Parties hereby agree that the licence under the Agreement is being granted for the following Websites:

- 1) www.zumibet.com

Licensee may, from time to time, request the inclusion of additional websites from the list of the Licensee Websites. Any such request shall constitute a Change in terms of Clause 8 and shall be subject to the provisions thereof.

For clarity, the removal of any approved website from the list of the Licensee Websites may be requested, in writing, by the Licensee at any time. Such change does not constitute a Change in terms of Clause 8. The Licensee hereby understands and agrees that the removal of a website may require administrative and technical efforts from the Licensor and the process may take up to 30 working days and the terms and conditions of this Agreement shall apply to the relevant website until the completion of the removal. Any Service Fee payable for the removed Licensee Website shall cease to apply as of the effective date of removal of such website as per this clause.

Shaun Browne
Shaun Browne (Jun 24, 2025 07:44 GMT+2)

Name: Shaun Browne

Position: Director
 Port 80 Partners s.r.l.
Place: Costa Rica
Date: 3rd June 2025

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Name: Jonathan Marshall Ruwel Heymans

Position: Director
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Place: Curacao
Date: 3rd June 2025

ANNEX III PROHIBITED TERRITORIES

- 1) Licensee agrees that it shall not offer any services to nor shall it accept any End-Users from any jurisdiction ("**Prohibited Territories**") which requires an applicable gambling licence that Licensee is not in possession of on the Effective Date, as well as any other jurisdiction which is considered to be a blacklisted jurisdiction by Licensor, presently being:
AFGHANISTAN; ALDERNEY; AMERICA SAMOA; ANGOLA; BOSNIA AND HERZEGOVINA; CAMBODIA; CROATIA; CZECH REPUBLIC; DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK); DENMARK; DUTCH CARRIBEAN INCLUDING CURACAO AND ARUBA; ETHIOPIA; HUNGARY; IRAQ; ISLAMIC REPUBLIC OF IRAN; ITALY; LAO'S PEOPLE'S DEMOCRATIC REPUBLIC; LATVIA; LITHUANIA; ROMANIA; SERBIA; SINGAPORE; SYRIAN ARAB REPUBLIC; UGANDA; UNITED KINGDOM; USA; VANATU; YEMEN.
- 2) Where Licensee had to obtain a relevant license, approval or permit allowing Licensee to target any Prohibited Territory, such territory may cease to be a Prohibited Territory, provided that such license, approval or permit is valid and a Change pursuant to Clause 8 is requested and subsequently approved by Licensor ("**Approved Regulated Market**").
- 3) Licensor reserves the right to amend and update the list of Prohibited Territories from time to time according to regulatory changes or business needs and shall provide sufficient notice in writing to the Licensee of any such amendments and updates.
- 4) The Parties hereby agree, and the Licensor acknowledges and undertakes, that in the event that the Licensee is desirous of making available the Gaming Software in an Approved Regulated Market, the Parties shall co-operate in good faith for the purposes of ensuring that any and all approvals necessary from a competent Authority for the provision of the Gaming Software in such Regulated Market are obtained as soon as possible.

Shaun Browne

Shaun Browne (Jun 24, 2025 07:44 GMT+2)

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Port 80 Partners s.r.l.
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