

Software License Agreement

Agreement entered into today the 27th of December, 2023 (“Effective Date”).

IOGr B.V., (hereinafter referred to as the “Licensor”) a Company incorporated under the laws of Curacao with its registered office at IOGr B.V., (hereinafter referred to as the “Licensor”) a Company incorporated under the laws of Curacao with its registered office at Julianaplein 36 Willemstad, Curacao (registration number 161532) represented by Managing Director: PYGG B.V., and

IntellogixSoft B.V. (hereinafter referred to as the “Licensee”), a company incorporated under the laws of Curacao, with its registered office at Schottegatweg Oost 10 Unit 1-9, Bon Bini Business Center (registration number 164650) represented by Managing Director Kurason Trust Curacao N.V., jointly referred to as the “Parties” have entered into this Software License Agreement (hereinafter referred to as the “Agreement”) as follows:

Collectively referred to as the “parties”;

- (a) *Whereas the Licensor provides software solutions (hereinafter referred to as “the Licensed Software”);*
- (b) *Whereas the Licensor has the technical know-how, expertise and resources to provide the Licensee with a license to use software which is fair, safe and suited to the Licensee’s needs;*
- (c) *Whereas the Licensee desires to obtain the software license to use the licensed software under the terms and conditions specified in this Agreement.*
- (d) *Whereas the Licensor is in no way purporting that it is licensed to operate in the Licensee’s jurisdiction and the Licensee is assuming full responsibility to verify that the use of the licensed software is allowed in its country of operation;*

Now therefore, the parties agree that:

1. DEFINITIONS

For the purpose of this Agreement, the terms and abbreviations listed hereunder shall be construed as follows:

Agreement	This license agreement including any appendices, annexes, schedules or amendments attached hereto.
API	Application Programming Interface
Business Activity	The Licensee’s activity is gambling & betting.
Confidential Information	All information disclosed by the one party to the other in relation to the subject matter of this agreement, other than public information, including but not limited to information relative to the nature and existence of this Agreement and all information relating to the Parties’ Licensees, licensees or suppliers.

Core Software Releases	Refers to all upgrades or new releases of the Licensed Software issued by the Licensor from time to time and which will be made available to Licensee as per this Agreement.
Derivative Work	Any work, material subject to trade secrecy or confidentiality obligations of the Licensor which represents a variation of work which is subject to intellectual property rights whether by means of copyright, patents or other intellectual property rights.
Documentation	Includes all documentation, technical specifications, and user manuals relating to the use of the Licensed Software delivered to Licensee in either printed or electronic form.
Group	The parent and subsidiary companies of a company and parents and subsidiaries of such companies including any 40 % or greater owned joint venture companies.
“Gross Gaming Revenue” or “GGR”	Financial indicator that defines the total gross revenue of a Licensed Software in general. Gross Gaming Revenue represents the total amount of all Customer's funds wagered for the use of Licensed Software on Licensee's platform minus the total amount of all Payouts made to customers for the use of Licensed Software on Licensee's platform.
Intellectual Property, Intellectual Property Rights	All intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, related to the Licensed Software.
Licensed Software	The software as further described in Annex B provided by the Licensor. Software listed in Annex B may be amended from time to time at the sole discretion of the Licensor, and unless otherwise mutually agreed between the Parties, any and all software releases, upgrades, modules, patches, updates and other deliverables supplied by Licensor to Licensee; and subject to section 1, any Derivative Work of the software under resulting from enhancements, changes, additions or modifications made to it under the terms of this Agreement.
License Fee	The fees payable by the Licensee in consideration of the grant of the rights under this Agreement (Annex A).
Licensee Associates	The controlling parent corporation of the Licensee, a subsidiary corporation controlled by the Licensee or an affiliate corporation under common control with Licensee. For the purpose hereof, “control” shall mean the direct or indirect ownership of more than twenty percent (20 %) of the voting shares/stock.
Launch date	shall be the date of signature by both parties of the test protocol as per Clause 8.2 or the date upon which the Licensed Software are available via the Licensee platform to the public, whichever is the earlier

Operation Phase	The time period commencing with the Launch Date and ending with expiry or termination of this Agreement.
Customer	A client of Licensee participating in the offered product on Licensed Software basis.
Start-up Phase	The time period between the Effective Date and the Launch Date.
Gaming Revenue in the context of currencies, products, websites	Total amount of all Customer's funds wagered for the use of Licensed Software on Licensee's platform made in a certain currency, product, website minus the total amount of Payouts made to customers for the use of Licensed Software on Licensee's platform, in a certain currency, Product, Website made by Customers using the Licensed Software on the Websites.
Territory	Any part of the world where Licensee can lawfully operate its business activities excluding the territory of of Canada, USA, Curacao and any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Licensed Software is prohibited by law (including, without limitation, Afghanistan, Antigua and Barbuda, Cuba, Iran, Iraq, Israel, Libya, Macau, Netherlands Antilles, Republic of Serbia, Sudan, Syria, Curacao, Bonaire, Aruba, Statia, St Maarten, Saba, France and (ii) any other jurisdictions or territories which may be added and designated as Excluded Territories upon the Parties' mutual prior written consent, from time to time.
Defect	Any kind of vulnerability in the Licensed software (a customer can abuse the Licensed software and get illegitimate), errors or the incorrect payout where they are triggered despite (contrary to) the rules.
Financial risks	Licensee pays out the win to the Customer, however, the win should not have been triggered and was triggered due to the error in the Licensed software or vulnerability in the Licensed software (that had not been reported by the Licensor before the win and payout happened) that was exploited by the Customer to get the illegitimate win. Here the Licensee suffers losses as he pays out the wins that should not have been paid if the Licensed software worked correctly and did not have any issues.
Websites	All and any websites owned, operated or controlled by the Licensee.

2. GRANT OF LICENSE AND INTELLECTUAL PROPERTY

Rights granted

Licensor hereby grants to Licensee who accepts, a non-exclusive, non-assignable and non-transferable license within the Territory for the Licensed Software to use, distribute in accordance with the provisions set out in this Agreement.

Limitation of License Rights

(1) Licensor grants no other rights than those expressly specified in this Agreement. In particular, no rights of ownership or any other right other than the right to use, distribute as specified in this Agreement are granted. There is no right of Licensee to sublicense the Software. The Licensor may grant to Licensee the right to sub-license the Software only by additional agreement signed between the Parties.

(2) Licensee shall not:

- (a) download or make any copies of the Licensed Software; or
- (b) attempt to, to disassemble, reverse engineer or decompile any copies of the Licensed Software, whether in part or in full; or
- (c) develop, produce, make, license, or allow any other person to develop, produce, make, distribute, license, any Licensed Software's Derivative Work; or

(3) Unless expressly provided for in this Agreement or by further consent of the Licensor, the Licensee shall not:

- (i) use the Intellectual property in any manner in any and all countries of the world, including by way of
 - 1. making and reproducing;
 - 2. adapting, translating, modifying, and converting the Intellectual Property to other forms;
 - 3. creating and using Derivative Works based on the Intellectual Property;
 - 4. distributing, disseminating, disposing of and renting out copies of the Intellectual Property, including via electronic media, computerized retrieval systems and other forms now known or hereinafter developed;
 - 5. displaying the Intellectual Property in public;
 - 6. presenting, performing and communicating the Intellectual Property in public;
 - 7. communicating the Intellectual Property to the public by telecommunication;
 - 8. making the Intellectual property available to the public;
- (ii) file applications for registration of copyright related to the Intellectual property or any of its parts, fragments or elements, in the Territory;
- (iii) file applications for registration of trademarks based on the Intellectual property or any of its parts, fragments or elements, in the Territory;
- (iv) file applications for registration of patents based on any know-how, algorithms, inventions, processes and methods disclosed in the Intellectual property or any of its parts, fragments or elements, in the Territory;
- (v) further assign, sell, license or otherwise transfer any and all rights to and in the Intellectual property.

Assignment of Rights

The Licensee shall not assign, license, transfer, lease or in any other way pass to any person, whether physical or legal, any of its rights and obligations under this Agreement without the prior written consent of the Licensor.

Additional Software

Additional software, in the form of release updates or upgrades, including Core Software Releases may be made available to Licensee by means of an addendum to the present agreement at no additional charge and at the discretion of the Licensor. In the event where additional software is made available to the Licensee, such additional software shall become part of the Licensed Software and be subject to the same conditions as set out in this Agreement for the Licensed Software.

Licensor's Licensed Software Rights

Nothing in this Agreement shall limit or preclude the Licensor in any manner whatsoever from using, developing, marketing, licensing or otherwise disposing of the Licensed Software or concepts embodied therein.

Intellectual Property Rights

(1) All intellectual property and title to the Licensed Software, including but not limited to, the source code, logic, software, hardware, confidential information, know-how, copyright, registered patents, trademarks and any modifications and additions thereto shall at all times remain the exclusive property of the Licensor.

(2) Licensee accepts that any unauthorized use or disclosure of the licensed software may be actionable as a violation of the Licensor's intellectual property rights and may be subject to legal remedies applicable by law.

(3) Licensee obliges itself to notify the Licensor immediately if Licensee becomes aware of any unauthorized use of the Licensed Software or the suspected infringement or Licensor's Intellectual Property Rights in or in relation to the Licensed Software.

3. DURATION

Coming into Force and Duration

(1) This Agreement enters into force as of the Effective Date and shall remain valid from the Launch Date until the agreement is terminated by either of the parties with 2 (two) month prior written notice of termination. This Agreement may be terminated by Licensor for any or no reason upon written notice to the Licensee thirty (30) days prior to the desired termination date.

(2) Either Party may terminate this Agreement with immediate effect by giving written notice to the other if the other:

- a. has committed an irremediable material breach of this Agreement;
- b. has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within ten (10) Business Days after receiving notice from the terminating Party specifying the breach and requiring the breach to be remedied; or
- c. enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); becomes insolvent; ceases or threatens to cease to carry on business; compounds or makes any voluntary arrangement with its creditors; is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator; is unable to pay its debts as they fall due; has an encumbrance take possession of, or a

receiver or administrative receiver appointed over, all or any part of its assets; takes or suffers any similar action as the aforesaid due to debt.

4. TERMINATION

4.1 Termination for Breach of Agreement or Suspension/Termination of License

(1) The Agreement may be terminated in the case of a breach of any term which is essential to this Agreement, provided that if the breach is a minor one is capable of being remedied, the defaulting party shall be allowed to remedy such breach within a period of one (1) month after the receipt of a written notice from the other party calling upon it to do so;

(2) Without prejudice to the above, Licensor reserves the right to request that Licensee terminates the use of the Licensed Software in the Territory with immediate effect, should the use thereof be in breach of the prevailing applicable laws and regulations or should the use thereof prejudice Licensor's operations and Licensee has not remedied such violation within a reasonable time after such demand is made.

(3) Upon the termination of this Agreement, the Licensee shall immediately cease to Use the Software and deliver to, or procure the delivery to, the Licensor all Software and all Confidential Information of the Licensor within its possession; all Fees outstanding as at termination shall become due and payable; and neither Party shall make any press release or statement without the prior written consent of the other.

4.2 Rights Granted

Licensor hereby grants Licensee, upon acceptance, a non-exclusive, non-assignable, and non-transferable license within the designated Territory for the use, distribution as specified in the terms outlined in this Agreement.

4.3 Limitations and Clarifications

The Licensee is permitted to transfer the Licensed Software to B2C platforms and Licensee White Labels. However, it is important to clarify that the Licensee is not authorized to transfer the Licensed Software to other companies or aggregators. This restriction is designed to avoid any ambiguity concerning the scope of the Licensee's rights and obligations under this Agreement.

4.4 Effects of Expiry and Termination

(1) Upon the expiration or termination of this Agreement, for whatever reason, the Licensee shall return any and all copies of the Licensed Software and Documentation to Licensor and destroy any and all copies of the Licensed Software and Documentation which for any reason cannot be returned to Licensor. Licensee shall undertake in writing to Licensor upon Licensor's request that all documentation and material relating to the Licensed Software has been returned to Licensor or destroyed.

(2) For all intents and purposes, the Licensee obliges itself that the warranties stipulated in clause 5.2 of this agreement shall survive the termination of the agreement

5. WARRANTIES

5.1 Licensor's Warranties

(1) Licensor warrants that:

- (a) It is the owner of the Licensed Software and has the authority to enter into this Agreement;
- (b) The Licensed Software does not infringe any third-party Intellectual Property Rights;
- (c) Licensor will take all reasonably necessary steps in accordance with the provisions of this Agreement to correct any defect in the Licensed Software.

(2) Except as expressly provided in this Agreement, the Licensed Software is provided and licensed "as is" without warranties, or representations or conditions of any kind. No implied statutory warranty or condition of merchantability, satisfactory quality or fitness for a particular purpose applies. Without limiting the foregoing, Licensor does not warrant that the software or documentation (or your use thereof) will be free from all errors or that its use will be uninterrupted. Furthermore, the Licensor is not warranting that the software is licensed or approved by any Regulatory Authority.

(3) The Licensor will not provide the Licensed Software directly or via third party companies, e.g. other aggregators, to the third party operators that have contractual relations with the Licensee and obtain Licensed Software via Licensee without Licensee's prior written consent.

(4) The Licensor hereby warrants that any changes in the Licensed Software, names, loaders, pop-ups, etc., which are political, aggressive, sabotage, revolutionary, etc., which may in any way affect and/or jeopardize reputation and neutrality of the Licensee, must be agreed with the Licensee at least a month in advance in writing. Otherwise, Licensee shall have the right to suspend the use of the Software without notice until the situation is resolved. The Licensee shall resume the use of the Licensed Software under this Agreement as soon as reasonably practicable after the Licensee is satisfied, exercising its absolute discretion, that none of the events listed above continue to apply.

5.2 Licensee's Warranties

Licensee warrants that:

- (a) it has the authority to enter into this Agreement;
- (b) it will operate its Business Activity legally, will maintain, for the period of validity of this Agreement, at least as from the Launch Date, all necessary governmental and regulatory approvals, if applicable, to operate such Business Activity and shall remain solely responsible for maintaining such approvals anywhere Licensee operates on the Territory;
- (c) it shall not use or allow to use the Licensed Software for any illegal purpose or cause whatsoever; and
- (d) it shall not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of the Licensor.
- (e) As soon as is reasonably possible after becoming aware thereof, bring to the Licensor's attention any improper or wrongful use of the Licensor's trademarks, designs other similar intellectual property rights, that Licensee can reasonably recognize as belonging to Licensor, and in and about the execution of its operations, Licensee shall use best efforts to safeguard the property rights and interests of the Licensor on account of the Licensor.

(f) It will notify the Licensor immediately of any changes in its standing and in particular in relation to the revocation or suspension of its license as applicable.

6. LIMITATION OF LIABILITY

6.1 Indirect or Consequential Loss or Damages

In no event shall either party, any of party's group company or any of their directors, officers, employees, agents or consultants be liable for any direct, indirect or consequential loss or damages, except when caused willfully or by gross negligence, whether or not they have been advised of the possibility of such damages, or for any loss of opportunity, goodwill, revenue, profit or anticipated earnings, in each case arising out of or in any way in connection with this agreement or use or performance of licensed software.

6.2 Non-availability

Without prejudice to clause 5.1, and for the avoidance of any doubt, it is agreed by and between the parties hereto that Licensor shall not be liable for any non-availability of the Licensed software, data, website or servers used in connection with licensed software to the extent not caused by or resulting from a willful neglect or gross negligence of Licensor, its agents or other third parties engaged by Licensor to assist it in its performance of its obligations under this agreement.

6.3 Aggregate Liability

The total aggregate liability under this agreement for any of the parties and all of its directors, officers, employees, consultants, and any group companies to, whether for breach of contract, negligence, misrepresentation, tort, quasi-tort or otherwise, whether resulting in direct, indirect, consequential loss or damages, or in loss of opportunity, goodwill, revenue, profit or anticipated earnings, will in no circumstances exceed 10 000 USD or 100% of the amount paid under this agreement for three month, whichever is less. The Parties agreed that the provisions of this paragraph cannot be extended to penalties caused by late transfer of Royalties.

6.4 Indemnification

(1) Either Party shall indemnify and hold the other Party and its directors, officers, employees, agents harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses (including reasonable legal fees) and damages arising out of or related to any and all claims made by third parties against the suffering Party or any of its directors, officers, employees, agents arising and directly due to a breach by the breaching Party of any of its obligations under this Agreement, in particular, any breach of warranty, provided that Licensor:

- (a) provides the Licensee with written notice and all available relevant information of any such claim in a timely manner; and
- (b) takes all reasonable steps or proceedings as the Licensee may reasonably request in order to mitigate, avoid, resist, appeal, dispute, contest, remedy, compromise or defend any such claim.

(2) The Licensor agrees to fully indemnify for all Financial risks which are incurred by a documented Defect in the Licensed software in the amount no more than USD 10 000 or the last 3-month royalty amount paid to the Licensor by Licensee whichever is less.

6.5 Claims relating to Intellectual Property Rights

(1) In the event where Licensed Software is in breach of a third party's intellectual property rights, Licensors shall endeavor to replace the infringing software with alternate software with substantially similar functionality free of any such infringements, or modify the software in such a manner that renders it non-infringing, as well as indemnify and hold the Licensee and its directors, officers, employees, agents harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses (including legal fees) and damages arising out of any claim that the intellectual property rights of a third party have been breached by the use of the Licensed software.

(2) If any claim is brought against the Licensee in respect to which indemnity may be sought from Licensors pursuant to this clause, Licensee must notify Licensors in writing within ten (10) business days of receipt by Licensee of documentation of the claim specifying the nature of the claim and such relief as is sought therein. Licensee on Licensors' account shall cooperate with Licensors in all reasonable respects in connection with the defense of the claim.

(3) Licensee accepts that Licensors shall not be liable in any way to indemnify Licensee for any third party claims based on (i) items not supplied by Licensors, (ii) items modified by a party other than Licensors and without Licensors' authorization, to the extent that the alleged infringement relates to such modification, (iii) items supplied by Licensors when combined with other items not supplied by Licensors, where the alleged infringement relates to such combination and not to the item supplied by the Licensors (iv) Licensee continuing allegedly infringing activity after being informed of and offered modifications or reasonable alternatives that would have avoided the alleged infringement, or (v) Licensee's use of Licensed Software not in accordance with this Agreement.

(4) The Licensee shall not undertake any action in response to any claim of alleged infringement of intellectual property relating to the Licensed Software without obtaining prior written consent from the Licensors.

(5) Clause 6.5(3) shall survive termination of this Agreement.

7. LICENSOR DELIVERABLES, RIGHTS AND OBLIGATIONS

7.1 Licensed Software

Licensors will make available to Licensee the Licensed Software which shall include the right to use, distribute the Software listed in Appendix B.

7.2 Licensors Services:

- Licensors shall provide the Software in such a manner that the Software shall be accessible on the Licensee's website as from the Launch Date. The parties agree that the Launch date shall be the date of signature by both parties of the test protocol as per Clause 8.2 or the date upon which the Software are available via the Website to the public, whichever is the earlier;
- Implementation: Within a reasonable timeframe from the Effective Date, Licensee shall deliver to Licensors all materials including designs and/ or graphics required by Licensors for the required branding in the format and standard requested by Licensors.
- Integration: The Licensee shall integrate the Software into the Licensees platform, as required by Licensors and in accordance with the Software Application Process Interface as may be further specified in the Software Documentation. For the avoidance of doubt the Licensee is responsible

for designing, branding and creating the main webpage and site and also responsible for setting up a payment solution enabling the transfer of funds and data via the Software as required by Licensor.

7.3 Disrupted Service

The Parties acknowledge that from time to time, the services can be temporarily disrupted as a result of force majeure hardware failure, supplier failures or other temporary technical problems. Licensee acknowledges and accepts that neither Licensor nor any of its members, shareholders, directors, officers, employees or representatives will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with any temporary disruptions.

7.4 Currency denomination

The Licensor undertakes to notify the Licensee of any currency denomination, obtain the Licensee's consent and provide the Licensee with information about any changes in relation to the denomination after the Launch date. The Licensee is not responsible for any discrepancies caused by late notice of the Licensor, such discrepancies are fully covered by the Licensor.

The Licensor also undertakes to notify the Licensee about the change of server time and currency conversion date and send this information with the invoice for the current month in which there were these changes.

8 LICENSEE RIGHTS AND OBLIGATIONS

8.1 Licensed Software Integration

Licensee shall ensure that integration of the Licensed Software is conducted in accordance with the integration manual. Licensee acknowledges Licensor's right to update APIs and agrees to comply with updated APIs within six months of notice.

Licensee shall ensure that the games provided by the Licensor as part of the Licensed Software are integrated in the Licensee's website interface in such a manner that they are displayed on the Licensee's website platform homepage. The respective games shall have a distinguishing mark illustrating the Licensor's brand (i.e. "by InOut").

8.2 Acceptance Testing

Licensee shall ensure that acceptance testing is completed in accordance with the test plan provided by the Licensor prior to the Launch Date. Upon completion of acceptance testing, Licensor shall provide a signed test protocol to the Licensee prior to the Launch Date.

8.3 Support

Licensee shall be responsible for providing Customers with 1st line support. Licensor shall provide technical support to Licensee. This said technical support shall consist of telephone and standard e-mail support at any time if the request for support is a Priority One - Service Effecting Issue or during business hours on working days from 9:00 to 5:00 CET for requests that are not Priority One - Service Effecting Issues. "Priority One - Service Effecting Issues" shall mean operational disturbances that affect more than fifty percent (50%) of the customer base of the Licensee or a major issue relating to the result/s of any License software.

Email for Priority One - Service Effecting Issue: support@inout.game
Telegram: https://t.me/inout_pro

8.4 Certificates

Licensee shall be responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates.

8.6 Prohibition

Licensee shall block all Customers located in prohibited territories from being able to access the Licensed Software and not to provide services for real money to such Customers.

8.7 Information Requests

The Parties agree that the Licensee has the right to request the following data from the Licensor: Transaction Report, Currency Report, Revenue Report in the context of Products, currencies, websites regarding the License Fee, and the Licensor is obliged to provide confirmation of such data to the Licensee in the format requested by the Licensee.

9. COMMERCIAL TERMS

9.1 License Fee

The payments hereunder shall be made as follows:

9.1.1. All the payments between the Parties shall be in USD.

9.1.2. The Licensee shall pay to the Licensor the Fees as provided hereunder on a monthly basis.

9.1.3. The amount of payments shall be calculated based on the Annex A – Fee rates.

9.1.4. If the Licensee delays payment of a Fee Licensor is entitled to demand with a written notice a penalty to be paid by the Licensee in amount of 0,5% (one-fifth percent) for each day of delay, but not more than 100% of the delayed Fee (except for the cases provided for in the clause 9.1.5. hereof).

9.1.5. The Licensee shall not bear any responsibility for the delay in payment of a Fee caused by the failure of Licensor to notify the Licensee about the change of Licensor's account details.

9.1.7. The Parties use secure Means of Communication in order to expedite the exchange of the documents between each other.

9.1.8. If a software disruption occurs on one of the Parties' side and this leads to the impossibility to agree on and sign the Report within the term indicated in clause 9.1.7. hereof, the relevant Party shall notify the other Party in a written form about such disruptions and necessity to extent of the term for the approval of the Report. Otherwise, the Report shall be deemed as approved within the term indicated in clause 9.1.7. hereof.

9.1.9. All fees made by Licensee to Licensor are non-refundable.

9.2 Monthly maintenance fee

9.2.1. The monthly maintenance fee is set forth in Appendix A to this Agreement. Payment of the monthly maintenance fee is carried out in the manner established for payment of remuneration.

9.2.2. In the event that the amount of remuneration as a % of GGR exceeds the monthly maintenance fee, only Fee as a % of GGR is subject to payment.

9.3 Invoicing

(1) Invoicing of the Fees shall commence as from Launch date. The monthly License Fee shall be invoiced by Licensor within the first five days of the following calendar month. The License Fee shall be calculated in USD.

(2) The payment shall be made by wire transfer in USD or via alternative payment methods agreed by Parties in writing within ten (10) days from date of invoice.

Interest up to the maximum of 4% per annum shall be charged on undisputed invoices not settled by due date. Without prejudice to any other right and/or action available to Licensor under the applicable law and this Agreement, Licensor shall be entitled to block the operation of the Software and also terminate the Agreement if Licensee fails to proceed with the payments due under this Agreement within 10 days after written notice by Licensor (unless the delay in payment is due to the resolution of discrepancies as set out in clause 9.4).

(3) All amounts payable under this Agreement are stated exclusive of taxes, bank charges and expenses. If the law provides for VAT on royalties or any other payment in favor of the Licensor, the Licensee undertakes to pay the amount of such VAT additionally.

If the Licensed Software is used in a currency other than EUR, all relevant currency conversions from FIAT currency into Euro shall be done on a daily basis at 00.00 (GMT +0) using relevant daily exchange rates stated on (unless otherwise agreed by the Parties) www.xe.com.

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(4) The Parties agree to settle any payment using a cryptocurrency:

The payment shall be made by crypto transfer in USDT currency via the crypto wallet address specified by the Licensor in Annex A.

Currency conversion from USD into USDT shall be done using the exchange rate stated on <https://www.xe.com> on the day of payment.

The Licensor shall be responsible for payment of any commissions and/or transaction costs, having previously agreed on the conversion rate with the Licensee.

9.4 Order of Payment

All License Fees in connection to this Agreement shall be paid by the Licensee within 10 (ten) calendar days in USD following the receipt of the relevant invoice from the Licensor. In case there are any discrepancies in the relevant Invoice, Licensee reserves the right to report such discrepancies to the Licensor. The Parties do hereby agree and acknowledge that the payment of the License Fees can be delayed until all discrepancies are identified and corrected by the Parties.

In case the discrepancies have been identified by the Parties the Licensor hereby undertakes to provide transactional data (in the format requested by the Licensee) for reconciliation, and Licensee

shall pay the License Fee only when the reconciliation data will be confirmed on behalf of Licensee in the manner above.

The Parties do hereby agree and accept that in case there will be any delays and difficulties with the reconciliation process, the Licensee has the right to pay the Licenser according to Licensee's data, reports and records. In case of discrepancies between the final amount of the relevant Invoice, as confirmed by each Party, and the amount paid by the Licensee, the Licenser undertakes to deduct such difference from the next Invoice or make a refund of such amount to the Licensee.

Invoices shall be issued by the Licenser on a monthly basis or within other reporting period (separately agreed by the Parties in writing) no later than 10th day of every calendar month.

If Licenser's Gaming Revenue in the context of currencies, products, websites in a particular calendar month is negative, the negative amount shall be zeroed. This means that negative are excluded in the calculation of Gross Gaming Revenue.

10. NOTIFICATIONS

10.1 Notices

(1) Any notice to be given by a party under this Agreement must be in writing and must be given by delivery at or by sending by post or facsimile transmission to the last known postal address or relevant facsimile number of the other party. Unless otherwise provided for in this Agreement, where notice is sent in a prescribed manner it shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was dispatched. A notice shall have effect from the actual or deemed receipt by the addressee, whichever is the earlier.

(2) The Licenser elects as its official address for the service upon of it of all documents, notices and for all other purposes arising out of, or in connection, with this agreement, the following, namely:

E-mail: support@inout.game

(3) The Licensee elects as its official address for the service upon of it of all documents, notices and for all other purposes arising out of, or in connection, with this agreement, the following, namely:

E-mail: fin@intellogixsoft.com
compliance@keyfinmanagement.com

(4) Either party may from time to time by written notice to the other party, vary or alter its official address provided that such variation or alteration shall become effective only fifteen days after service of the notice in question.

11. CONFIDENTIALITY AND NON-DISCLOSURE

(1) The Parties undertake that they shall not at any time disclose to any person any confidential information including information received by the recipient's employees, agents, consultants or sub licensors, or any other confidential information concerning the subject of this Agreement.

(2) The Parties may disclose confidential information to such of its employees, agents, consultants or sub licensors on a need to know basis for the purpose of discharging their obligations under this Agreement, and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(3) The recipient party shall not use the disclosing party's confidential information for any purpose other than to perform its obligations under this agreement.

(4) Licensor shall have the right to mention the fact that the Licensee is a Licensee of the Licensor on its website and promotional material subject to the approval of the Licensee, which shall not be unreasonably withheld.

(5) The Parties agree to hold each other's Proprietary or Confidential Information in strict confidence.

(6) "Proprietary or Confidential Information" shall mean information received or obtained by either Party from the other Party in the course of performing this Agreement and shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, Licensee lists, computer retained information, notes, or financial information.

(7) Proprietary or Confidential Information shall not include any information which:

- (vi) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving Party;
- (vii) was previously known to the receiving Party or rightly received by the receiving Party from a third party;
- (viii) is independently developed by the receiving Party; or
- (ix) is subject to disclosure under court order or other lawful process.

(8) The Parties shall use their best possible efforts to keep in confidence and not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than those specified in this Agreement. The Parties shall protect, to a commercial standard, each other's Proprietary or Confidential Information against disclosure, misuse, espionage, loss or theft. Each Party's Proprietary or Confidential Information shall remain the sole and exclusive property of that Party.

(9) The Parties agree that in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-disclosing Party may be entitled to equitable relief.

(10) Notwithstanding termination or expiration of this Agreement, Licensor and Licensee acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years following such termination or expiration.

(11) The Parties acknowledge and recognize that the Party whose Proprietary or Confidential Information is misused, misappropriated or disclosed would suffer irreparable harm. Therefore, in the event of any

breach or threatened breach of the provisions of this Section, the Party whose Proprietary or Confidential Information has been or is about to be misused, misappropriated or disclosed may seek an injunction or other relief to halt or prevent such disclosure.

(12) The provisions of this clause cover all employees and sub Licensors of both Parties who will have access to the Proprietary or Confidential Information. Both Parties shall require that such employees and sub Licensors have entered into a confidentiality agreement, whereby they agree to respect the confidentiality of the Proprietary.

12. FORCE MAJEURE

- (a) Neither Licensor nor Licensee shall be responsible for any failure to comply with or for any delay in performance of the terms of this Agreement where such failure is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, terrorism, accident; or, without limiting the foregoing, which could not have been reasonably foreseen by such a Party (any such circumstance is an event of "Force Majeure").
- (b) If an event of Force Majeure results in delay or non-performance of a Party hereto for a period of one (1) months or longer, then either Party shall have the right to terminate this Agreement with immediate effect without liability towards the other Party.
- (c) A Party may not refer to events of Force Majeure as justification for such Party's unauthorized Use or other infringements of intellectual property or any other rights of the other Party or a third party.

13. MISCELLANEOUS

(1) This Agreement has been signed in two duplicate originals, one for each Party.

(2) Amendments to this Agreement shall be agreed in writing and signed by both Parties.

(3) Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party, or any of such party's employees, agents, or representatives, an employee, or legal representative of the other party, nor to create any partnership, joint venture, or association among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of, nor to impose any obligation upon, the other party.

14. SEVERABILITY

If any term or provision in this Agreement (or any part of such a term or provision) shall be held by any Court or Tribunal of competent jurisdiction to be unenforceable, under any enactment or law, such term or provision or part shall to that extent be deemed severable and not to form part of the Agreement, but the validity and enforceability of the remainder of the Agreement shall not be affected.

15. FRAUD, MONEY LAUNDERING

The Parties shall collaborate, with all reasonable endeavors and actions, to assist each other in preventing fraud and/or money laundering, limiting risks and costs deriving from fraud and/or money laundering, to investigate suspected frauds and/or suspected money laundering and generally to comply with AML Law and Regulation of Curacao. The aforementioned may, in the event that there is a reasonable suspicion of fraud and/or money laundering, include sharing data

and details about individuals, bank accounts, credit cards and other relevant information, among the Parties, with third parties or with legal authorities.

In the event that Licensee detects any fraud in the Software, Licensor warrants to provide any required information requested by the Licensee in relation to the investigation of such fraud. The Parties agree that the payment of the License Fees can be delayed until fraud investigation is completed.

16. DATA PROTECTION

- 16.1 Both parties are aware of, and agree to handle all personal data belonging to Partner Licensees in accordance with the National Ordinance Personal Data Protection (Curacao), General Data Protection Regulation (the “GDPR”) and other relevant Data Protection Laws.
- 16.2 Where Licensor gathers any personal data relative to the Customers of the Licensee, it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under this Agreement. In fulfilment of their obligations under the Act, the Parties shall each have such systems in place to ensure: a) Full compliance with the Act b) The reliability of all their employees who may be involved in processing the personal data. Both Parties shall take all reasonable steps to ensure that all their partners contractors and agents comply with this clause where they are processing any personal data. Each Party shall allow reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

17. GOVERNING LAW AND COURT OF JURISDICTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of England and Wales

In the event of any misunderstanding or dispute between the Parties hereto or any matter concerning the interpretation of any provision of this Agreement, including but not limited to any questions regarding its existence, performance, breach, validity or termination thereof (the “Dispute”) shall be resolved by discussion between the relevant Parties carried out in good faith. In the event of a Dispute, a Party shall serve a written notice upon the relevant other Party (the “Dispute Notice”) proposing that such Parties seek to resolve the Dispute by negotiation.

If the Parties are unable to reach an amicable settlement within 30 (thirty) working days following the receipt of the Dispute Notice, all Disputes related to or arising in the connection of this Agreement shall be finally settled by Arbitration Rules of London Court of International Arbitration (“LCIA”) by one arbitrator appointed in accordance with said rules. The place of arbitration shall be London and the language of proceedings shall be English.

THIS AGREEMENT is made in Curacao

Managing Director

DocuSigned by:

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Kurason Trust Curacao N.V

By Jonathan Marshall Ruwel Heymans

Managing Director

PYGG B.V.

ANNEX A**Fee rate**

The Parties agreed that the monthly rate shall be as follows:

- a) 3% (three percent) from GGR if the games provided by the Licensor are displayed on the Licensee's platform homepage at the "in house" games section.
- b) if the condition stipulated above in the paragraph a) is not met by the Licensee, the fee rate shall be stipulated by the Licensor in the range from 5% to 8% as follows.

Month GGR	Fee rate
0 - 500 000 EUR	8%
500 001 – 1 000 000 EUR	7%
1 000 001 – 2 500 000 EUR	6%
Over 2 500 000 EUR	5%

Licensor wallet details

Wallet	Cryptocurrency
TKnLmvDuXcwFrTEaXzZ29GvMmGKDUG46qU	USDT TRC20

Monthly maintenance fee is 0 USD

Managing Director

DocuSigned by:

 BFFB053659204B9...

Kurason Trust Curacao N.V

By Jonathan Marshall Ruwel Heymans

Managing Director

PYGG B.V.

Annex B
List of Software
Games:

- **Crash**
- **Diver**
- **Tower**
- **Mines**
- **Double**
- **Wheel**
- **Dice**
- **Cryptos**
- **Goblin-Tower**
- **Hot-mines**
- **Sweet Keno**
- **Plinko 1000**
- **Robo Dice**
- **Roulette**
- **New Hilo**
- **TeenPattyExpress**
- **CoinFlip**
- **Bubbles**

Managing Director

DocuSigned by:

BFFB053659204B9...

Kurason Trust Curacao N.V
By Jonathan Marshall Ruwel Heymans

Managing Director

PYGG B.V.

Annex C

1. Acceptable Usage Policy

2.1 Licensee agrees that he will NOT use the License's software to:

- (a) upload, download, post, email, transmit, store or otherwise make available any Intellectual property that is unlawful, harassing, threatening, harmful, tortuous, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- (b) stalk, harass, threaten or harm another way Licensor or Customers;
- (c) pretend to be anyone, or any entity, he is not — and may not impersonate or misrepresent as another person (including celebrities), entity or another Licensee;
- (d) engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or Confidential Information in violation of a confidentiality, employment, or nondisclosure agreement;
- (e) post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
- (f) forge any TCP-IP packet header or any part of the header information in an email or a posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Intellectual property transmitted through the Licensor's software ("spoofing");
- (g) upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
- (h) interfere with or disrupt the Licensor's software (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
- (i) plan or engage in any illegal activity; and/or
- (j) gather and store personal information on any other users of the Licensor's software to be used in connection with any of the foregoing prohibited activities.

Managing Director

DocuSigned by:

BFFB053659204B9...

Kurason Trust Curacao N.V

By Jonathan Marshall Ruwel Heymans

Managing Director

PYGG B.V.