

NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT

This Non-Exclusive Software License Agreement (this "Agreement") is made on the 5th day of February 2024 (the "Effective Date"), by and between:

Anima Ltd., a company incorporated under the laws of Malta bearing company registration number C87245 and having its registered office situated at Depiro Point Block A2, No. 2, Mons. G. Depiro Street, Sliema, Malta, duly represented herein by its director Andrea Palmate (herein referred to as "**Anima**" or "**Licensor**");

and;

Small House B.V, a company incorporated in accordance with the laws of Curacao, with registration number 164979 and having its registered address at _____. represented in the purpose hereof by Claire Godschalk acting as Director (herein referred to as "**Licensee**").

WHEREAS:

- The Licensor has agreed to license its proprietary technology and software to the Licensee for its use in Licensee's online gaming business;
- The Licensee holds and maintain in force all applicable gambling license issued and regulated under the laws of Curacao, required to operate the Website; and
- Licensor is willing to provide such limited license in accordance with the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND UNDERTAKINGS CONTAINED HEREIN, AND SUBJECT TO THE TERMS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Capitalised terms in this Agreement have the following meanings:

1.1. Agreement

This Software License Agreement including its numbered schedules and appendices.

1.2. Platform Services

A service for the hosting players, receiving or acceptance of funds, Integration of any betting software and payment gateways and may include the services of Affiliations.

1.3. Business Day

A Monday, Tuesday, Wednesday, Thursday or Friday which is not a public holiday in the Republic of Malta, or any day on which ordinary banks are open for their full range of normal business in Malta.

1.4. Calendar Month

The last day of the next month.

1.5. Commencement Date

The date, on which the parties have signed this Agreement, if the Agreement has been signed on two different dates, the latter shall be considered to be the Commencement Date.

1.6. Competitor

Any entity or person who has produced and/or is marketing a software product or service which is:

- 1.6.1. in direct competition with/or;
- 1.6.2. functionally equivalent or very similar to the Licensed Software.

1.7. Confidential Information

Information in respect of an individual or a company relating to:

- a) its business methods, plans, systems, finances or projects;
- b) its trade secrets; or
- c) the provision of products or services of the individual or Company to which it attaches confidentiality or in respect of which it holds an obligation to a third party.

1.8. Core Software Releases

Periodically issued upgrades or new releases of the Licensed Software which will be made available to the Licensee as per this Agreement.

1.9. Documents

Includes, but is not limited to, inventions, improvements, promotions, formulae, designs, models, prototypes, programs, sketches, drawings, manuals, Source Codes and plans.

1.10. End User

An individual whom a member of the Customer Group permits to access and utilize the Gaming Software.

1.11. Fees

The amount to be paid by Licensee to Licensor in consideration of the Scheduled Services, in accordance with Clause 4 hereto.

1.12. Gross Gaming Revenue

For any calendar month, the total amount of all bets of End Users in any and all Games provided as part of the Gaming Services minus wins (Customer Losses) actually paid by the Licensed Operators to End Users and the term.(except clause no. 1.25)

1.13. Intellectual Property

Any patent, registered or unregistered trademark or service mark, copyright, registered design or mark, any application for any of the foregoing, any right in respect of technical or commercial information and any other form of protection.

1.14. Launch Date

The date on which the Gaming Services have been made available on the Website/s.

1.15. Licensed Software

1.15.1. The software being licensed in terms of this agreement in executable form, through which the Betting Services are offered;

1.15.2. additional software, in the form of release updates or upgrades, including Core Software Releases that may be made available to the Licensee from time to time;

1.15.3. any and all other software releases, patches, updates other deliverables supplied by Anima to the Licensee, unless agreed in writing between the Parties that they are not to be governed by this Agreement; and

1.15.4. any derivative work on the software resulting from enhancements, changes, additions or modifications made to it under the terms of this Agreement

1.15.5. any documentation provided with the abovementioned software, whether electronically or in hard copy.

1.16. Operation Phase

The time period commencing with the Launch Date and ending with the expiry or termination of this Agreement.

1.17. Party or Parties

A Party is either Anima or the Licensee.

The Parties are Anima and the Licensee.

1.18. Services

The Scheduled Services and/or such services as the Licensee may reasonably request of the Licensor from time to time.

1.19. Schedule

The schedule annexed and signed as relative hereto.

1.20. Start-up Phase

The time period between the Effective Date and the Launch Date.

1.21. Source Code

The version of any computer software programs in human readable form including but not limited to all kind of Computer Language, Command, Programing Language, Object Code, Machine Code etc.

1.22. Website

The on-line website address used as gaming platform/s which permit individuals to participate in sports betting with the Licensee.

1.23. Working Day

A Business Day consisting of not less than 7 working hours.

1.24. Year

Each period of 365 (or in the case of a leap year, 366) days beginning on the Commencement Date and any anniversary of that date during the continuance of this Agreement.

1.25. Free Credits

Free credits hereby refer to demo play chips given to players. The same will not be considered as part of Gross Gaming Revenue as mentioned in clause 1.12 above.

2. GRANT OF LICENSE AND INTELLECTUAL PROPERTY

2.1. License

Subject to the terms herein, including the payment of the consideration defined in section 3 below, Licensors grants to Licensee, and Licensee hereby accepts, a limited, personal and non-transferable, non-exclusive, royalty-bearing license (the "License"), valid only during the term of this Agreement, to use the Gaming Services as follows:

2.1.1. To allow the use of the Gaming Services to Licensed Operators and End Users, provided those are offered only to Licensed Operators and End Users in jurisdictions where they are legally allowed to offer such products to End Users;

2.1.2. To allow the Licensed Operators to allow the use of the Gaming Services Licensee shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the use of the gaming software by Licensee;

2.1.3. To allow access by End Users to the Gaming Services by way of the Licensed Operators online applications in order to deliver the Gaming Services to such End Users for gaming purposes;

2.1.4. To integrate the Gaming Services in order to facilitate the above.

2.2. The Gaming Services shall include: Appendix 1 and 2

2.2.1. Application Programming Interface;

2.2.2. Currently available Game Library per the list provided by Licensor, as may be amended by it from time to time;

2.3. The Licensee shall operate through an on-line gaming platform owned by Licensee, approved by Licensor and in which all Gaming Services shall be installed by Licensor (the "Platform"), in which Licensed Operators of Licensee may offer the use of the Gaming Services through their websites and applications all which are named in Schedule 1 (any new Licensed Operators shall be added by means of written amendment of this Agreement), accessing the Platform through internet website(s) and/or applications, which are detailed in Schedule 1, (as may be updated from time to time by the consent of the Parties). The License is solely liable for use by Licensee through the Platform and for any further distribution and/or any sub license to any Licensed Operators.

2.4. The License is granted subject to the following terms and conditions:

(a) the terms and conditions applying to rights granted to the Licensed Operators and/or players accessing the Gaming Services and taking action to participate in any Games ("End Users") must be in accordance to all applicable laws; and

(b) Licensee will take all actions required to prevent any third party from using the Gaming Services for use as a money-laundering vehicle; and

(c) Licensee shall not engage in illegal or unethical business practices, including the theft of player/End Users databases from others;

(d) Licensee shall operate the Gaming Services in accordance with the requirements of its internet gaming license or that of the Licensed Operators (to the extent any is required) and further agrees to operate the Gaming Services in a fair and reasonable manner, consistent with the odds, payouts and general fairness required by Licensor

(e) the Licensee hereby agrees and acknowledges that whereas the Licensee wishes to provide the Gaming Services directly to End Users, a different agreement needs to be put in place, and whereas the Licensee shall offer the Gaming Services to a Licensed Operator that is directly or indirectly controlled by the Licensee in order to avoid paying Royalties, the Licensor shall be entitled to apply a penalty equal to all revenue generated by such Licensed Operator for the its entire period of operations; and

(f) the Licensee shall refrain and shall cause the Licensed Operators to refrain as well from providing the Gaming Services to End Users from any countries as per the Licensor's request and agrees that

the Licensor is entitled to restrict the provision of Gaming Services to any countries, at its sole discretion.

2.5. The **Platform license** is granted to Licensee to offer the Gaming Services to Licensed Operators are as detailed in Schedule 1. Any addition to Licensed Operators, directly or indirectly, without the prior written consent of the Licensor, shall automatically cause the termination of the License, without derogating from any additional rights of Licensor.

2.6. The parties acknowledge and agree that the reference to Gross Profit in respect of the monthly license fees payable to Licensor is designed to reflect compensation to Licensor for the use and volume of use of the gaming software and that by virtue of the nature of the games, Gross Profit provides a reasonably accurate measure of use. Licensor does not possess an ownership interest in the business of Licensee.

2.7. Nothing in this Agreement shall prohibit Licensor from granting licenses with respect to the service and the software to other third parties.

2.8. Nothing in this Agreement shall prohibit the Licensor from granting licenses with respect to other versions of the software than the service as adapted and designed for the Licensee. Licensor shall for example have the right to produce, operate and license software with the same games as in the software but under a different brand or under a generic brand.

3. OPERATION

3.1. Licensee shall be solely responsible for the management and maintenance of the Gaming Services and the abiding of all Licensed Operators and Websites directed to the Gaming Services ("Websites"), to ensure that all are in accordance to the terms of this Agreement. Licensee shall maintain during the entire term of the Agreement, at its own expense, and shall be responsible to secure and maintain: (a) any and all permits, consents, licenses and authorizations which may be necessary for Licensee's activities.

3.2. In no event shall Licensor be responsible for any action or omission of Licensee and/or Licensed Operators and/or End Users and it is expressly agreed that Licensee shall be solely responsible for the disbursement of any payments due to Licensed Operators and/or End Users and/or payments to any other third party.

3.3. Licensee acknowledges that no activity (including promotion and marketing activities) of Licensee may include content, materials or services which are in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable.

3.4. All Licensee brands need to be pre-approved in writing by Licensor prior to their use. Licensor reserves the right to terminate this Agreement in case Licensee mismanages any brand in a manner

which may damage Licensee's or Licensor's reputation or brand name, all as shall be determined by Licensor at its discretion.

3.5. The format of the Gaming Services shall remain as determined at the Licensor's sole discretion.

3.6. Licensor undertakes that it shall maintain on-going maintenance and support required by the Licensed Operators.

3.7. Licensee acknowledges that this is a non-exclusive agreement and that Licensor will sell or license its Gaming Services to as many other parties as are willing to enter into a licensing agreement with Licensor, including, potential Competitor/s to the Licensee.

3.8. The Licensee shall not permit, without Licensor's prior written consent, any third party to use or access the Gaming Services other than Licensed Operators and End Users for the sole purpose of offering and playing the Games (respectively) and/or its employees and subcontractors for providing support and maintenance, all in accordance with the terms of this Agreement.

3.9. It is the sole responsibility of the Licensee to be licensed and fully compliant with local regulations in any jurisdiction from where the Licensee accepts End Users' bets.

4. FEES

4.1. Licensee shall pay Anima the following amount:

a) Royalties for use of platform

<i>Gross Gaming Revenue (EUR)</i>	<i>Revenue Share Percentage</i>
<i>0 – 300,000</i>	2.00%
<i>300,001 – 1,000,000</i>	1.75%
<i>>1,000,001</i>	1.50%

b) Monthly Minimum License Fee for use of platform

<i>Month (s)</i>	<i>Minimum Fee (EUR)</i>
<i>1</i>	0
<i>2-3</i>	1,500
<i>4-5</i>	2,500
<i>>6</i>	3,000

The monthly minimum payment is triggered only in the event the Royalty fee due to the Licensor is lower than the monthly minimum.

c) Set-Up Fee

d) Set-Up Fee Schedule payment

Annex 1

e) Integration/development fees

i. Upgrades, Updates, Modifications and Enhancements where applicable

One PERSON-HOUR or part thereof :

Euro 150

One PERSON-DAY or part thereof:

Euro 800

This above mentioned fees will be applicable after the six months of handing over the Platform to the license.

Extends to Annex 1

4.2. Translation Fee

Licensee shall be responsible for the additional fee that may be required for any translation such as but not limited to the translation of the Betting Rules and Regulations to any languages, unless there is a signed written agreement otherwise between the parties.

4.3. Payment Terms

Licensee shall have fifteen (15) days to settle the monthly Licensee Fee after receiving the invoice issued by the Licensor.

5. LATE PAYMENT

5.1. If the Licensee fails to make any payment due to the Licensor under Clause 4 by the date it falls due, without prejudice to any other right or remedy available to the Licensor, the Licensor shall be entitled to:

a) terminate this Agreement by giving written notice to the Licensee provided that the Licensee fails to make the due payment within ten (10) Working Days after receiving written notice giving full particulars of the payment due and requiring such payment to be made within ten (10) Working Days;

b) appropriate any payment made by the Licensee to such of the Services (or services supplied under any other agreement between the Licensee and the Licensor) as the Licensor may think fit after the consultation with License (notwithstanding any purported apportionment by the Licensee);

6. CONSIDERATION

6.1. Licensee agrees and undertakes to pay Licensor the license fees, royalties, consideration and compensation, as shall be set from time to time (the "Fees" referred to in Clause 4), for the License and the additional rights and/or services granted herein.

6.2. Licensor shall invoice Licensee for the Fees on a monthly basis, usually no later than the 5th day of the month, for the preceding month. Licensee shall pay the License, by way of bank transfer, within 7 days of receipt of such invoice, the full amount of said invoice. Unless stated otherwise on the invoice, all payments under this Agreement are to be made in Euros only.

6.3. The Fees are exclusive of all taxes (such as Value Added Tax, where applicable), duties, fees, excises or tariffs. Such charges, taxes, duties, fees, excises or tariffs shall be paid by Licensee at the rate prevailing at the same time as paying the Fees. For the avoidance of doubt, Licensor shall be responsible for any taxes imposed on Licensor's income resulting from this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Licensee hereby acknowledges and agrees that Licensor owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Gaming Services, including any other modification, enhancement, adaptation, translation or other change of or addition to the Gaming Services, even if developed by Licensor based on ideas, suggestions, specifications, demands or proposals by Licensee, Licensed Operators, End Users, parties affiliated to Licensee, or any other third party. Without derogating from the generality of the aforesaid, Licensee irrevocably assigns to Licensor all right, title, goodwill and interest it may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how.

7.2. Licensor reserves any and all rights not expressly granted herein, including, without limitation, any and all rights to the source code of the Gaming Services, modification rights, translation rights, rental rights or any other rights. Further, nothing in this Agreement shall be construed to confer any rights upon Licensee or any third party by implication, estoppel or otherwise, except as specifically stated in Section 1.

8. CONFIDENTIALITY, NON-CONFLICT OF INTEREST

8.1. Licensee shall use the utmost care (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information of Licensor. Licensee shall divulge such confidential information only to its employees and contractors who require access to it for the purposes of this Agreement, or as otherwise provided in this Agreement, and who have first signed a confidentiality covenant and acknowledgment substantially of the same content contained herein. This Section shall survive the termination of this Agreement. For the purposes of this Section, "Confidential Information" means all data and information which is disclosed by Licensor, including the Gaming Services and any other proprietary and trade secrets of

Licensor, and access to which is obtained or granted to Licensee, in addition to the definition in Clause 1.

8.2. Any data or information of any description relating to End Users or their activities on their accounts within the Gaming Services, including personal and private information of End Users, ("Gaming Data") shall be deemed confidential between Licensor and Licensee.

8.3. Licensee grants Licensor a non-exclusive, non-transferable, non-assignable limited license to use and process any of the Licensee's Gaming Data solely for the purposes of this Agreement and for use in aggregate form for research and game development purposes and for record maintenance and analytical purposes only as may be needed.

8.4. Each Party acknowledges and agrees that the use of Gaming Data may be subject to data protection and privacy laws of certain jurisdictions. Each Party shall only use such Gaming Data to the extent permitted by applicable law.

9. LIMITATION OF LIABILITY AND ADDITIONAL COVENANTS

9.1. Licensee acknowledges that the gaming services and any other items used or provided in connection with such gaming services or the performance of any services hereunder are provided "as is", and Licensor will give his best and optimum capacity to make the gaming services furnished in connection with this agreement will be uninterrupted or error free. The Licensor will be held responsible and will be liable for liability which will be decided by mutual consent in the event of any kind of wilful error or for any kind of interruption causing due to carelessness.

9.2. Licensor provides no representations or warranties with respect to the gaming services or any other products, deliverables or services provided by licensor, and licensor shall bear no liability with respect to any and all damages which may be incurred pertaining to this agreement, such as and including any direct damages and any indirect, consequential, incidental and punitive damages. Licensee acknowledges the above and confirms that the financial terms of this agreement take into account such limitation of liability.

9.3. Notwithstanding any other section in this agreement, in no event will the liability of licensor to licensee for any claim exceed payments received from licensee in the 6 month period preceding any claim.

9.4. In the event that any third party claims that the Gaming Services or any component thereof infringes upon any patent or copyright of such third party, Licensor shall make commercially reasonable efforts to have such Gaming Services component modified, so that it is no longer infringing without loss of material functionality, performance or value to Licensee, or at its discretion obtain a license or right from such third party, allowing Licensee the continuous use of such Gaming Services component. If Licensor reaches the conclusion that neither of such options is attainable with a commercially reasonable effort, it shall be entitled to terminate this Agreement. .

9.5. Without limiting any of Licensor's other rights and remedies hereunder or under any applicable laws, Licensee agrees to defend Licensor and its shareholders, directors, officers, employees and other representatives against all suits, claims or other actions filed against them regarding their actions or omissions, and further agrees to indemnify Licensor and the Licensor affiliated parties upon written demand, and to hold them harmless from any damages, losses and expenses, including reasonable attorneys' fees, including those payable to a third party by Licensor or any Licensor affiliated party, arising out of any claim by a third party relating to a breach of Licensee's warranties or undertakings in this Agreement and/or breach of this Agreement and vice versa

10. DURATION AND TERMINATION

10.1. Coming into force and duration

10.1.1. This Agreement enters into force as of the Effective Date.

10.1.2. This Agreement shall initially last for a period of two (2) years from the Launch Date, unless terminated early for one of reasons set out in this section of the Agreement.

10.1.3. At the end of the 2-year-period set out above, this Agreement will be automatically renewed for a further term of one (1) year and, thereafter, will continue to renew automatically for further periods of one (1) year unless written notice of cancellation is served by one Party on the other no later than three (3) calendar months before the date on which the Agreement would otherwise automatically renew.

10.2. The Licensee may terminate this Agreement with immediate effect by giving written notice to the Licensor if the Licensor:

10.2.1. commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within thirty (30) days of receiving written notice giving full particulars of the breach and requiring the same to be remedied; or

10.2.2. becomes bankrupt, has a bankruptcy order made against him, has a trustee in bankruptcy appointed over his assets or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Licensor.

10.3. The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if the Licensee:

10.3.1. commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within thirty (30) days of receiving written notice giving full particulars of the breach and requiring the same to be remedied; or

10.3.2. goes into liquidation or receivership, has a receiver appointed over a significant part of its assets or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Licensee.

10.4. For the purposes of Paragraphs 10.2.1 and 10.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.

10.5. The right to terminate this Agreement in accordance with this Clause 10 shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.

10.6. Termination for legal reasons

10.6.1. In the event that any Party to this Agreement is under legal prosecution for the content and aim of this Agreement, any Party has the right to terminate this Agreement at any time by giving seven (7) days written notice to the respective other Party. In such case, Parties shall seek alternative ways of resuming their cooperation.

10.6.2. Anima may request the termination of this Agreement should the Licensee break the prevailing laws and regulations in the territory or put the operation at jeopardy. There will be a notice of thirty (30) days to allow for the rectification of the situation. Should the Licensee not discontinue such operations during this time, Anima has the right to terminate this Agreement as a whole with immediate effect.

10.7. Termination due to failure to pay

10.7.1. In the eventuality that the Licensee fails to pay the fees due to Anima under this Agreement, in part or in full, within the prescribed term, Anima may immediately and without giving notice to the Licensee, suspend the rights and services it grants to the Licensee in terms of this Agreement, and/or terminate this Agreement, without any liability on its part and without prejudice to its further rights arising from this Agreement.

10.8. Termination due to change of ownership

10.8.1. Anima shall have the right to terminate this Agreement by giving thirty (30) days written notice to the Licensee if any Anima Competitor directly or indirectly acquires control over the Licensee. For the purpose hereof, "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting shares/stock or otherwise a controlling interest.

11. EFFECTS OF TERMINATION

Upon the termination of this Agreement for any reason:

11.1. Any sum owing by either Party to the other under any provisions of this Agreement shall immediately become due and payable.

11.2. Anima will promptly shut down the operation of the Gaming Service on the Website/s and delete any data it holds from the Licensee's customers.

11.3. Each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith destroy or return to the other party any documents and copies in its possession or control which contain or record any Confidential Information;

11.4. Any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and;

11.5. Except in respect of accrued rights, neither party shall be under any further obligation to the other.

12. WARRANTIES

12.1. Anima's Warranties

12.1.1. Anima warrants that:

12.1.1.1. Anima has the authority to enter into this Agreement;

12.1.1.2. Anima is the rightful owner and/or has obtained the right from the rightful owner to grant the rights to the Licensed Software licensed under this Agreement.

12.1.2. The Warranty in paragraph 12.1.1. applies to the Licensed Software as supplied by Anima and under no circumstances to any third-party products.

12.1.3. Except as expressly set forth in this Agreement or otherwise required by Law, the Licensed Software is provided and licensed "AS IS" without warranties or representations or conditions of any kind.

12.2. Licensee's Warranties

12.2.1. The Licensee warrants that:

12.2.1.1. it has the authority to enter into this Agreement;

12.2.1.2. it will operate its business activity legally and lawfully.

12.2.2. It will maintain from the Launch Date, all necessary governmental and regulatory approvals to operate such business activity in any country or territories where such approvals are necessary, and shall remain solely responsible for maintaining such approvals;

12.2.3. it shall all the times throughout the term of this Agreement maintain a remote gaming license from the competent authorities;

12.2.4. it shall not use, or allow the use of, the Licensed Software for any illegal purpose whatsoever;

12.2.5. it has put in place measures to prevent the transmission of any data in contravention of Regulation (EU) 2016/679 “on the protection of natural persons with regard to the processing of personal data and on the free movement of such data”, and;

12.2.6. it shall not remove, or attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of Anima.

13. NON-COMPETE AND NON-SOLICITATION

13.1. The Licensee agrees, undertakes and warrants that it shall not for the duration of this Agreement and for a period of two (2) years following the expiry of this Agreement, directly or indirectly, solicit, interfere with, induce, encourage or endeavour to entice away from Anima any person, customer, business partner, firm or corporation in the habit of dealing with Anima, or interfere with or entice away any employee of Anima.

14. GENERAL

This Agreement, including all Schedules attached hereto, is the entire agreement between the parties.

14.1. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Malta without giving effect to its conflict of law principles. The parties agree to be subject to the sole and exclusive jurisdiction of the courts of Malta, except that Licensor, at its sole discretion, may take legal action against Licensee in any other jurisdiction.

14.2. Licensee may not assign or delegate any of its rights under this Agreement without the prior written consent of Licensor, and any such unauthorized assignment shall be null and void, and in no event shall this agreement be deemed an agreement in favour of any third party, and no term of this Agreement is intended to confer a benefit on or be enforceable by any person who is not a party to this Agreement.

14.3. This Agreement shall not be deemed to create an agency, partnership, employment or joint-venture relationship between Licensor and Licensee.

14.4. This Agreement supersedes any previous agreement entered into between the Parties or agreed by the Licensee with regard to the Gaming Services.

14.5. Language

This Agreement has been drafted and executed in the English language, and in case of any discrepancies between this English version and any further translated versions of this Agreement, this English version shall prevail.

14.6. Notices

14.6.1. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any Party shall be in writing

14.6.2. Notices may be delivered by sending them via registered post; courier or hand-delivering them to the addresses below:

The addresses for services are:

For Anima

Anima Ltd.,

Depiro Point Block A2, No. 2,

Mons. G. Depiro Street,

Sliema SLM 2033, MALTA

Email: andrea@anima.com

For the Licensee

Cencom Digital Agency

P. O. Box 35058 - 00200, Nairobi, Kenya.

+254725028798

14.6.3. A notice shall be deemed served, if received before 5pm, local time, on a Business Day, on that day; or if received after 5pm, local time, on a Business Day, or on a day which is not a Business Day, on the next Business Day.

14.6.4. The Parties may agree in writing for notices given under this Agreement to be given in different forms and delivered in different ways (including electronically by email). Such an agreement may be for all notices under this Agreement but also for specific classes or types of Notices or for limited periods of time.

14.7. No Waiver

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

For and on behalf of:

Anima Software Ltd.

Date:_____

Signature

For and on behalf of:

Limited

Date:_____

Signature

Schedule 1

Licensed Operators

Licensed Operators Websites

Signature
Anima Software Ltd.
By: Andrea Palmate

Title: Director

Signature
Limited
By _____

Title: Director

SOFTWARE LICENSE FEES

1. A Set-Up Fee of twenty nine thousand euros (€ 29,000) is payable to licensor
 - Setup of domain noted in clause schedule.1, using the agreed layout.
 - **Configuration of gambling platform that will be integrated to casino games.**
 - Branding and CSS customization of website for desktop – Front-end module including CMS WordPress
 - Provision of technical and product integration support via an appointed account manager
 - **Payments Module FIAT**
 - Agency/Affiliate Core.

Any work arising from regulatory requirements in the territory or any data migration required, is subject to extra cost. The extra cost can only be defined only after an analysis performed by Licensor and therefore it will be communicated from licensor to the licensee prior to Launch Date. License has right to ask the justification of extra cost and Licensor will have to explain the same.

2. Payment shall be affected 50% on signing of the contract and the rest 50% shall be paid once the website is ready for final testing.
3. The first language is free, for each additional language that is not currently supported by Anima core product, the Operator shall pay to Licensor a setup fee of Five Thousand Euros (€ 5,000) and licensee will be responsible for providing the necessary high-quality translations that shall not be produced by automated translation tools otherwise known as “machine translation”.
4. Any additional product/customisations, features and integrations shall be subject to a separate prior written agreement between the parties, and it is understood that such additional work may be charged for at rates agreed between the licensor and the licensee on a case by case basis.
5. Gaming Providers to be integrated required visa WAC or IGP, payment Gateways Neteller, Skrill, ApcoPay, Sofort, Trustly, paypal, paysafe.
6. The Licensee Shall within six (6) months have the right to purchase a copy/license of Gaming Platform source code for a one-time fee.
7. The License shall have the right to enter into own agreements with Service providers. The License shall inform the licensor of such new agreements.

APPENDIX 2

CUSTOMIZED LAYOUT

The Licensee agrees that all commercial terms and go live time plans have been prepared on condition that Gambling pages' content structure will have the layout as presented in this section (see below).

Any change beyond colour customization may cause delays in the delivery schedule or even introduce additional fees, subject to negotiations to be held reasonably and in good faith and according to standard industry practice.

Pages:

Licensor will deliver the following pages that are to be integrated into Licensee portal:

Home Page
Sports and Live Page,
Internal Pages

Languages:

All of the above pages are delivered in English for the launch of this project.

Any additional language configuration and/or addition would be subject to extra charges and additional customisation and configuration efforts.

Content provided by third parties, which is embedded directly within the gambling pages may not have the same language coverage or any translation at all. Therefore, such translations shall be provided on the best effort basis.

Currencies:

Licensor default website is using _____ as the base currency. Any additional currency may also be provided if this is supported by Licensor.

Devices:

Gambling website and pages are available in Desktop versions and mobile. The selection of which type of pages to use is the responsibility of software product (most commonly Portal) that embeds these pages. Further Licensor will ascertain that the website is mobile friendly.

THE SERVICES

System Monitoring

Licensor will monitor the operation of the Licensee using the Software and take appropriate measures to address any issues that arise as set out in this Agreement.

For the sake of clarity: the customer receives “Admin rights” to the gambling back office.

Licensor shall ensure a continuous operation 24 (twenty four) hours per day, 365 (three hundred and sixty five) days per annum, with at least one (1) available agent at any time, that can be contacted via the channels described below:

- E-mail : support@animasystems.com

Licensor personnel shall respond to the Licensee immediately and in the best manner and efficiency. For the avoidance of any doubt, “immediately” means a target response time of 1 (one) hour calculated from an average of 100 contact requests. This time can be extended to 6 (six) hours in case of a confirmed network failure or general internet connectivity issues. However, the Licensee may escalate any issue that is deemed to have fallen short of the SLA to the following contacts, during business hours via:

- E-mail : dev@animasystems.com

Help Desk:

The Help Desk service shall be provided by Licensor to the Licensee in accordance with the below specification. The function of the Help Desk service shall be applicable to the following activities and processes:

- General product usage assistance;
- Incident handling, management, and tracking;
- Registration of service requests;
- Escalation of incidents or problems.

The standard technical support business hours are between 08:00-17:00 CET Monday to Friday, however technical support is available 24/7 for resolution of critical severity issues

Licensor shall respond to Incident notification by the Licensee within the Response Times defined in the table below. “Response Time” shall mean the timeframe within which Licensor skilled technical employee shall commence the work to correct an Incident. Licensor will issue to Licensee an Error Correction upon completion of the same in accordance with the requirements described in each of the following Incident categories.

Incident Priority	Description	Response time
Critical	An Incident that completely or to a significant extent (affecting a majority of the users) prevents the user from placing bets	Anima will investigate, escalate and respond within 30 (thirty) minutes, providing the Operator with the best estimate for the resolution of the issue, if not with a resolution itself. In case a highly specialised member of Anima team is required to rectify the “Critical” priority Incident, Anima will commence the work to correct it as soon as possible, with a target resolution time of 8 (eight) hours from first response.
High	An Incident that to a significant extent prevents the use of major functionality or an Incident that has frequent or major end-user impact	Anima shall investigate, escalate and respond within 60 (sixty) minutes, providing best estimate for the resolution of the issue, if not with a resolution itself. In case a highly specialised member of Anima team is required to correct a “High” priority Incident, the response time may be extended to 180 (one hundred and eighty) minutes, and a target resolution time of 24 (twenty four) hours. Anima shall investigate, escalate and respond
Medium	An Incident that is not significantly affecting functionality, such as failure to execute a non-urgent background job or a fault that is causing inconvenience or minor user impact	within next business day, providing best estimate for the resolution of the issue, if not with a resolution itself. Anima shall commence the work to correct a “Medium” priority Incident during the Application Support business hours, with a target Resolution time being 5 (five) calendar days.
Low	A deviation of the Software from the specifications agreed that is deemed not relevant for the fulfilment of the service to the player or a workaround is available.	Anima shall investigate, escalate and respond within next 5 (five) business days, providing best estimate for the resolution of the issue, if not with a resolution itself. Anima shall commence the work to correct a Low priority Incident during the Application Support business hours and strive for a target resolution time of next Business Sprint, defined as a period of approximately 14 (fourteen) calendar days.