

SUBLICENSE INTELLECTUAL PROPERTY LICENCE AGREEMENT

Dated this 05th day of June, 2023

PARTIES:

- A. **NEXT GENERATION IT SOLUTIONS LIMITED**, a legal entity registered in the Hong Kong under company number 2911055, with its registered office at 3, Tai Yau Street, 19H MAXGRAND PLAZA, San Po Kong, Kowloon, Hong Kong (**hereinafter referred to as "the Sub-licensor"**); on one part and;
- B. **CAECUS N.V.**, a legal entity registered in Curacao under company number 163779, with its registered office at Chuchubiweg 17, Willemstad, Curaçao, (**hereinafter referred to as the Sub- Licensee**); on the second part;

(both hereinafter jointly referred to as the "Parties" and each of them as the "Party")

RECITALS:

- I. The Sub-licensor has a license to use and sublicense of the Trademarks known & recognized as further described in the Appendix A hereto (hereinafter referred to as the "trademarks") and of the domain names, which are recognized as: 1xbet.com and 1x-bet.com 1-x-bet.com and 1xcasino.com (hereinafter referred to as the "domain names").
- II. The Sub-Licensee is interested in benefiting from the rights to use the trademarks and the domain names and The Sub-licensor is willing to grant rights to use the trademarks and the domain names to the Sub-Licensee as per the terms and conditions of this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

Operative provisions:

1. COMMENCEMENT

From the commencement date and during the term of this Agreement, The Sub-licensor grants the rights to use the trademarks and the domain names to The Sub-Licensee which shall use the trademarks and the domain names for the receipt of benefit in manner and according to the terms set out below.

2. TERM OF AGREEMENT

The Term of this Agreement is hereby agreed to commence on as of 05/06/2023 and to expire on 13/06/2031.

3. GRANT

3.1. Subject to the remainder of the terms and conditions of this Agreement, the Sub-licensor grants to the Sub-Licensee a non-exclusive, non-transferable, revocable rights (**hereinafter referred to as the "rights"**) to use the trademarks and the domain names to parse, display, distribute, publish and promote the content and/or the services of Sub-Licensee.

3.2. For the avoidance of doubt, it is clarified that; -

3.2.1. The rights are granted according to this Agreement to the Sub-Licensee is for use them worldwide.

3.2.2. The rights are granted to the Sub-Licensee does not authorise the latter to amend, redesign or change the trademarks and the name of the domain names.

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3.3. All of Sub-Licensee's Graphic Presentations appearing in Leased Domain Spaces on the Website of the domain names and constituting part of the Specifications shall be and shall remain at all times the property of the Sub-Licensee, free and clear of any claim by the Sub-licensor. The Sub-Licensee may remove any of its Graphic Presentations from the Leased Domain Space of the domain name at any time without the consent of the Sub-licensor.

4. COMPENSATION

4.1. In consideration for the rights are granted hereunder, the first year of using the trademarks and the domain names by the Sub-Licensee under this agreement is free of charge, starting from the second year the Sub-Licensee shall pay a monthly fee of 100000 (one hundred thousand) EUR. The payment of all fees shall be in full without any set off, deduction or other withholding of any taxes, levies, duties, charges or expenses whatsoever, as required by applicable law. When the Sub-Licensee is required to make any such deduction from payments, the sums due in respect of such payments shall be increased to the extent necessary to ensure that, after the making of such deductions, the Sub-licensor receives on the due date and retains a sum equal to the sum it would have received had no such deduction or withholding been required.

4.2. The Fee is payable, monthly, by the Sub-Licensee to the Sub-licensor, on or before the last day of each month. The Fee shall be paid in EUR or upon the decision of the Sub-licensor it can be paid in another currency, always providing that the transferred amount shall be equivalent to the due amount in EUR.

4.3. The Fee and any other sums payable under this agreement shall be paid to the credit of a bank account to be designated by the Sub-licensor.

4.4. In the event of any delay in paying any sum due under this agreement by the due date, the Sub-Licensee shall pay to the Sub-licensor:

4.4.1. interest (calculated on a daily basis) on the overdue payment from the date such payment was due to the date of actual payment at a rate of 0,5% on the overdue payment for each day of late payment; and

4.4.2. an amount equal to any penalties incurred by the Sub-licensor as a direct result of the delay.

4.5. The provisions of this clause 4 shall remain in effect notwithstanding termination or expiry of this agreement until the settlement of all subsisting claims by the Parties.

5. AGREEMENT PERSONAL

5.1. The benefit of this Agreement shall be personal to the Sub-Licensee of the domain name who shall not, without the prior consent in writing of the Sub-licensor of the domain name, assign the same nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublease in respect to the domain name and/or the trademarks.

In the event that the Sub-Licensee breaches this provision, it shall amount to a material breach of the Agreement for which Sub-licensor shall have the right to immediately terminate the Agreement and seek for damages.

5.2. The Sub-licensor may at any time and without the consent of the Sub-Licensee assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights or obligations under this agreement provided that the Sub-licensor shall notify the Sub-Licensee as soon as possible after any such dealing and include particulars of the assignee, mortgagee or chargee.

5.3. The Sub-Licensee shall execute any agreements or other instruments (including any supplement or amendment to this agreement) on request from the Sub-licensor which may be required in order to give effect to or perfect any assignment, transfer, mortgage, charge or other dealing referred to in clause 5.2.

6. REPRESENTATION AND WARRANTIES

- 6.1. The Sub-licensor represents and warrants to the Sub-Licensee that: -
- 6.1.1. The execution, delivery and performance of this Agreement is within its corporate powers and have been duly authorized by all necessary action on its part;
- 6.2. Either party gives an assurance that it has no debts and/ or any other unfulfilled obligations and penalties that may lead to a failure of this Agreement by the Party, as well as to the bankruptcy of the Party within the next year. Every Party gives an assurance that it does not plan to go to court to declare itself bankrupt. No bankruptcy or insolvency order has been made in the name of the Party.
- 6.3. Either party gives an assurance that it has complied with all applicable laws relating to anti-bribery and anti-corruption laws and will, in the performance of its obligations under this Agreement, comply fully with all such laws (including but not limited to compliance with the Anti-Corruption Law).
- 6.4. Each party gives an assurance that it is not or has not been subject to any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body or any customer regarding any offence or alleged offence under any of the Anti-Bribery laws. No such investigation, inquiry or enforcement proceedings have been threatened or are pending. There are no circumstances likely to give rise to any such investigation, inquiry, or proceedings.
- 6.5. During the term of this agreement and for a period of 3 (three) years thereafter, each party shall not interfere with another Party's relationship with, or endeavour to entice away from another Party's, any person who, on the date of the termination of the term of this agreement and/or at any time during the one-year period prior to the termination of the term of this Agreement, was an employee or a customer of another Party or otherwise had a material business relationship with another Party.

7. OBLIGATIONS OF THE PARTIES

7.1. The Sub-licensor is obliged:

7.1.1. To transfer to the Sub-Licensee the documentation and/or technical data for the transferred domain names and the trademarks, necessary for its use.

7.1.4. To maintain the priority right to complete transfer of the domain names and/or of the trademarks to the Sub-Licensee during the entire term of this agreement. Without a written agreement with the Sub-Licensee, the Sub-licensor cannot transfer the domain names and/or of the trademarks to third parties during the entire term of this agreement.

7.2. The Sub-licensor is entitled:

7.2.1. upon reasonable written notice to inspect Sub- Licensee's books and records and all other documents and material in the possession of or under the control of Sub- Licensee with respect to this Agreement. The Sub-licensor shall have free and full access thereto for such purposes and shall be permitted to make copies thereof and extracts therefrom.

7.2.2. All books and records related to Sub- Licensee's obligations under this Agreement shall be maintained and kept accessible and available to Sub-licensor for inspection for at least 3 (three) years after termination or expiration of this Agreement.

7.3. The Sub-Licensee is obliged:

7.2.1. Do not place materials on the domain names that are contrary to the laws, materials of a pornographic nature, materials of ethnic and religious hatred, deception schemes and other similar information.

7.3.2. Do not place on the domain names, transmit any information or software that contains viruses or other harmful components that can harm third-party software.

7.3.3. Do not advertise goods, services or other products, the distribution of which is prohibited or restricted by the current legislation.

7.3.4. Do not post and / or distribute information about third parties that is not true, or offends the honour and dignity of third parties, both individuals and legal entities.

7.3.5. Do not post and / or distribute personal information (name, phone number, address, etc.) that can identify third parties without the consent of such a placement of this person.

7.3.6. The Sub-Licensee, in its use of the domain names, shall comply with all applicable laws whether state, provincial, federal, national or international which apply to the use by the Sub-Licensee of the domain names. The Sub-Licensee shall use the domain names only for a website and associated email related to the business of The Sub-Licensee. The Sub-Licensee shall promptly notify the Sub-licensor of any claim, demand, threat, or legal proceeding, arising in any way from the Sub-Licensee's use of the domain names or the Sub-licensor's registration of the domain names. The Sub-licensor retains the right to terminate this Agreement upon five (5) business days' notice, if the Sub-Licensee uses the domain names in any manner is not in compliance with any laws or regulations, worldwide, subject to the Sub-Licensee's right to cure any such misconduct if such cure is curable, during the aforementioned five (5) day curative period.

7.3.7. Do not use the domain names for purposes which can likely cause, irreparable damage, harm or injury to the domain names or to the rights of Sub-licensor.

7.3.8. Do not use the domain names, which will be contrary to any rule, guideline, or instruction governing the acceptable use of domain names, as such rule(s), guideline(s), or instruction(s) have been established, approved, mandated, codified or implemented by ICANN (Internet Corporation for Assigned Names and Numbers) and mandated or otherwise adopted by and through ICANN approved domain names registrars, including but not limited to, the registrar of the domain names.

7.3.9. Do not use the domains which can direct to result in a penalty imposed against the domain name by any major internet search engine provider (including but not limited to Google, Bing and Yahoo), for violation of its published rules and/or guidelines.

7.3.10. The Sub-Licensee shall promptly notify Sub-licensor of any claim, demand, threat, or legal proceeding, arising from or in any way related to Sub-Licensee's use of the domain names or Sub-licensor's registration of the domain names that Sub-Licensee becomes aware of throughout the Term of this agreement.

7.3.11. The Sub-Licensee is solely responsible for ensuring that it has obtained all required licenses and permits to offer its products and services wherever its products and services are offered and/or sold.

7.3.12. Do not use the trademarks with goals that are contrary to the laws, do not use the Trade Marks with goals connecting a pornographic nature, materials of ethnic and religious hatred, deception schemes and other similar information.

7.3.13. Within using the trademarks according to this Agreement do not advertise goods, services or other products, the distribution of which is prohibited or restricted by the current legislation.

7.3.14. Within using the trademarks according to this Agreement do not post and / or distribute information about third parties that is not true, or offends the honour and dignity of third parties, both individuals and legal entities.

7.3.15. Within using the trademarks according to this Agreement do not post and / or distribute personal information (name, phone number, address, etc.) that can identify third parties without the consent of such a placement of this person.

7.3.16. Shall comply with all applicable laws whether state, provincial, federal, national or international which apply to the use by the Sub- Licensee of the trademarks. The Sub- Licensee shall promptly notify the Sub-licensor of any claim, demand, threat, or legal proceeding, arising in any way from the Sub-Licensee's use of the trademarks or the Sub-licensor's registration of the trademarks. The Sub-licensor retains the right to terminate this Lease Agreement upon five (5) business days' notice, if the Sub- Licensee uses the Trade Marks in any manner is not in compliance with any laws or regulations, worldwide, subject to the Sub- Licensee 's right to cure any such misconduct if such cure is curable, during the aforementioned five (5) day curative period.

7.3.17. Do not use the trademarks for purposes which can likely cause, irreparable damage, harm or injury to the trademarks or to the rights of Sub-licensor as the legal owner of the trademarks.

7.3.18. The Sub- Licensee during the term of this agreement or after its expiration or termination will not itself and will not assist, permit, or encourage any third party to:

7.3.18.1. claim, use, or apply to register, record or file any trademark, trade name, business name, corporate name, domain name, social media user name, email address term, copyright, or design that is identical with, confusingly similar to, clearly derived from or based on or that includes the trademarks; or

7.3.18.2. register the trademarks or any similar trade mark(s), attack or challenge the validity, ownership or enforceability of the trademarks, any registrations for the trademarks, or the Sub-licensor's rights relating to the trademarks or its registrations;

7.3.18.3. use the trademarks in a manner which is likely to depreciate or cause harm to the quality and goodwill attached to the trademarks or the Goods and Services are connected with the trademarks.

8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The Sub-Licensee agrees to indemnify and hold harmless the Sub-licensor, its parent and their respective subsidiaries and affiliates, directors and agents from and against any and all liabilities, claims, suits, actions, damage, loss, costs and expenses arising directly or indirectly from the use of the domain name and the trademarks.

All intellectual property rights to the domain name shall vest with the Sub-licensor.

9. LIMITATION OF THE LIABILITY

9.1. The Sub-Licensee acknowledges and agrees that the Sub-licensor would suffer irreparable damage in the event of any breach of the provisions of this Agreement by the Sub-Licensee. In the event of breach of this Agreement by the Sub-Licensee, the Sub-Licensee shall pay the Sub-licensor a contractual penalty in the amount of EUR 1 000 (one thousand euro) per each such breach and compensate any loss. Loss includes any damage, cost, expense, deficiency, loss of value or profit, liability, or other damage, including expenses of investigation and legal fees.

9.2. The Sub-Licensee shall indemnify the Sub-licensor and its directors, officers, employees, shareholders, partners, agents and affiliates against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, arising out of the exercise by the Sub-Licensee of its rights under this Agreement and the Sub-Licensee's use of the trademarks and the domain names. Sub-Licensee shall give prompt notice to the Sub-licensor of any (potential) claim for indemnification under this Section.

9.3. To the fullest extent permitted by law, the Sub-licensor shall not be liable to the Sub-Licensee for any costs, expenses, loss or damage including loss of the Sub-Licensee's profits, revenue, interest, goodwill, or corruption of data or for any loss or interruption to the Sub-Licensee's business, whether in agreement, unintentional tort regardless of the grounds of its occurrence (whether direct, indirect or consequential, and whether economic or other) arising from the Sub-Licensee's exercise of the rights granted to it under this agreement.

10. INJUNCTIVE RELIEF

Without prejudice to any other rights or remedies that the Sub-licensor may have, the Sub-Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Sub-Licensee. Accordingly, the Sub-licensor shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

11. TERMINATION

11.1. Either Party is entitled to terminate this Agreement in writing without cause at any time with 30 (thirty) days' notice to another Party of this agreement. Under this term of this Agreement, this one is

considered to be terminated on the 30th (thirteenth) day from the moment when the terminating party of this agreement will send a written notice of termination of this agreement to Another Party of this Agreement.

11.2. This Agreement shall be terminated in the following circumstances:

11.2.1. A Party may terminate this Agreement immediately where the other Party commits a breach of its obligations under this Agreement.

11.2.2. A Party may immediately terminate this Agreement where an order is made, or a resolution is adopted for the dissolution of the other Party, or proceedings are commenced in relation to a Party regarding its bankruptcy, reorganization or liquidation.

11.2.3. A Party commits or has committed any criminal offence or an offence under the relevant law.

11.2.4. Under this term of this Agreement, this one is considered to be terminated on the day when the terminating party of this agreement will send a written notice of termination of this agreement to Another Party of this Agreement.

11.3. This agreement shall be terminated automatically on termination or expiry of INTELLECTUAL PROPERTY LICENCE AGREEMENT which was concluded on 14th day of June, 2021 between NAVASARD LIMITED a company organised and existing under the laws of the Republic of Cyprus, with its registered address at: Agias Eirinis, 16, Flat/Office 101, Aglantzia, 2102 Nicosia, Cyprus (hereinafter referred to as the 'Licensor') and the Sub-licensor.

11.4. Upon the effective date of termination of this Agreement, all legal obligations, rights, and responsibilities arising out of this Agreement shall terminate except for such legal obligations, rights and responsibilities as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement or/and agreed by the Parties in the specific addendum or deed.

Any media or documentation provided by the Sub-licensor to the Sub-Licensee under this Agreement shall, immediately upon the termination of this Agreement, be returned to the Sub-licensor.

11.5. Upon termination or expiration of the sublicense granted under this Agreement by operation of law or otherwise, all rights (including the right to use the licensed trademarks and domain names) shall revert back to the Sub-licensor.

11.6. Upon termination or expiration of this Agreement the Sub-Licensee shall immediately cease all use of the trademarks and the domain names, any marketing materials, Confidential Information, and any other property belonging to, or received from, the Sub-licensor that is in the Sub- Licensee's control.

11.7. Upon termination or expiration of this Agreement the Sub-Licensee shall immediately promptly pay to the Sub-licensor all fees that are due.

12. INDEPENDENT CONTRACTOR

The Sub-Licensee is an independent contractor and is not a partner or co-venturer of, or in any other relationship with, the Sub-licensor. The Sub-Licensee is not authorized to speak for, represent, or obligate the Sub-licensor in any manner without the prior express written authorization from the Sub-licensor.

The Sub-Licensee agrees that this Agreement does not create an employer-employee relationship between the Sub-Licensee and the Sub-licensor. The Sub-Licensee shall have no right to receive any employee benefits provided by the Sub-licensor to its employees. The Sub-Licensee agrees to indemnify the Sub-licensor in respect of any obligation that may be imposed on the Sub-licensor to pay any such taxes or resulting from the Sub-Licensee's being determined not to be a non-independent Contractor.

13. TAXES

The Sub-Licensee be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits of the Sub-Licensee's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld

or paid by the Sub-licensor on behalf of the Sub-Licensee or its employees. The Sub-Licensee shall be responsible to pay, according to the law, the Sub-Licensee's taxes and the Sub-Licensee shall, when requested by the Sub-licensor, properly document to the Sub-licensor that any and all taxes have been paid.

In case of any violation of this item of this agreement, The Sub-Licensee which made this violation to guarantee to compensate to the Sub-licensor for the corresponding losses associated with the failure to fulfil this obligation.

14. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be delivered by hand to the party for which it is intended, or sent by telex, fax, telegram, electronic email or other form of transmitted or electronic message or sent by prepaid courier directly to such party at the following addresses, respectively:

If to Sub-licensor:

3, Tai Yau Street, 19H MAXGRAND PLAZA, San Po Kong, Kowloon, Hong Kong

If to Sub-Licensee:

Chuchubiweg 17, Willemstad, Curaçao

or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier or sent by facsimile or electronic email shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

15. CONFIDENTIALITY

15.1. In performing this Agreement, Either Party may be exposed to and will be required to use certain "Confidential Information". Either Party agrees that it nor its employees, agents or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than another Party of this agreement, or disclose such Confidential Information without the written authorization of another Party of this agreement, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

15.2. "Confidential Information" means information not generally known and proprietary to another Party of this agreement, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, technique, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of another party of this agreement, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of another Party of this agreement, any confidential secret development or research work of another Party of this agreement, or any other confidential information or proprietary aspects of the business of another Party of this agreement. All information which either party of this agreement acquires or becomes acquainted with during the period of this Agreement, which either party of this agreement has a reasonable basis to believe to be Confidential Information, shall be presumed to be Confidential Information.

15.3. Each Party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information of the other Party which is mentioned in clause 15.2., except as permitted by clause 15.4.

15.4. Each Party may disclose the other Party's confidential information:

15.4.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause and Each Party ensure to enter into non-disclosure agreements with these employees, officers, representatives or advisers regarding this confidential information which is mentioned in the section 15 of this Agreement; and

15.4.2. as may be required by law, court order or any governmental or regulatory authority.

16. AUTHORITY

16.1. Both the Sub-licensor and the Sub-Licensee have the legal authority necessary to enter into this Agreement. The individuals whose signatures appear on the final page of this Agreement are fully authorized to enter into contractual agreements on behalf of each Party.

16.2. No person other than a Party to this agreement shall have any rights to enforce any term of this agreement.

16.3. Both parties signing this agreement hereby confirm that they have read and fully understood the text of this agreement without the need for translation services. Each party has entered into this agreement voluntarily, without duress or coercion, fully comprehending the terms of this agreement and without being under influence of any form of undue influence or enslaving circumstances.

16.4. Except as otherwise provide in this Agreement, the Parties hereto intend that this Agreement will not benefit or create any right or cause of action on behalf of any person other than a Party hereto pursuant to the Agreement.

17. ENTIRE AGREEMENT

This Agreement and the Appendices attached hereto are the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understanding relative thereto.

18. AMENDMENT

No modification, change or alteration of this Agreement shall be effective unless in writing and signed by the Parties.

19. JURISDICTION

Any dispute or claim out are arose out in connection or subject to this Agreement shall be governed and construed in accordance with the laws of Hong Kong.

The Parties irrevocably agree that the courts of Hong Kong shall have non-exclusive jurisdiction to settle any dispute or claim that arise out in connection with this Agreement or its subject.

20. DISPUTE RESOLUTION.

20.1. Any disputes arising out of or in connection with this Agreement shall be settled by way of negotiations between the Parties.

20.2. If the parties fail to reach such settlement within 10 (ten) days from the date when the dispute is first reported by the aggrieved party to the other party, shall be resolved by a court at the in accordance with the Hong Kong law.

21. SEVERABILITY

21.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. WAIVER OF BREACH

No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing. No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement.

23. FORCE MAJEURE

If and to the extent that either party is prevented or delayed by Force Majeure from performing any of its obligations under this Agreement and promptly so notifies the other party, specifying the matters constituting the Force Majeure and specifying the period for which it is estimated that the prevention or delay will continue, then the Party so affected shall be relieved of liability to the other for a failure to perform or for delay in performing such obligations (as the case may be), but shall nevertheless use all reasonable endeavours to resume full performance thereof, and the Parties shall join in making such alternative arrangements as they may consider practicable, without incurring material additional expenses, to restore full performance or reduce any delay in performance.

In the event that the period of the Force Majeure extends over a period of 3 (three) months, either party may terminate this Agreement subject to 15 (fifteen) days' notice.

Force Majeure circumstances include acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

24. COPIES

This Agreement is prepared and signed in two copies in English, both copies having the same legal force, and one copy shall be used to each contracting party.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement by their duly authorized representatives.

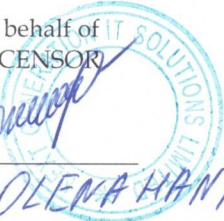
SIGNED:

For and on behalf of
the SUB-LICENSOR

NAME

DIRECTOR

DATE:

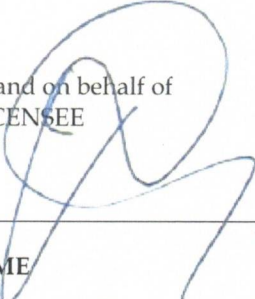


OLENA HANYCH
04.08.2023

For and on behalf of
the SUB-LICENSEE

NAME

DIRECTOR

DATE:


Roland E de Mei
August 3, 2023

Appendix A

1. Registered trademarks and applications

Country	Mark	Registration No.	Date of registration	Nice Cl.
European Union	Figurative mark containing word element "IXBET"	017517327	07.03.2018	41,42
European Union	Figurative mark containing word element "IXBET"	017517384	07.03.2018	41 ,42
European Union	Figurative mark containing word element "IXBET"	014227681	21.09.2015	35, 41, 42
European Union	Figurative mark containing word element "IXCASINO"	018846369	22/06/2023	35,41,42
European Union	Figurative mark containing word element "IXCASINO"	018846371	24/06/2023	35,41,42
European Union	Figurative mark containing word element "IXCASINO"	018846366	27/06/2023	35,41,42
European Union	Figurative mark containing word element "IXCASINO"	018846331	27/06/2023	35,41,42
European Union	Figurative mark containing word element "IXCASINO"	018846368	27/06/2023	35,41,42
European Union	Figurative mark containing word element "IXCASINO"	018846241	24/06/2023	35,41,42

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European Union	Figurative mark containing word element "IXCASINO"	018846339	27/06/2023	
WIPO	Figurative mark containing word element "IXBET"	13914254	27.07.2015	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	1379235	21.07.2017	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	017517384	07.03.2018	41, 42
WIPO	Figurative mark containing word element "IXBET"	1669925	06.04.2022	41, 42
WIPO	Figurative mark containing word element "IXBET"	017517327	07.03.2018	41, 42
WIPO	Figurative mark containing word element "IXBET"	1672896	06.04.2022	41, 42
WIPO	Figurative mark containing word element "IXBET"	018669996	22.06.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	1673113	02.05.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	1673114	02.05.2022	35, 41, 42

WIPO	Figurative mark containing word element "IXBET"	018669991	22.06.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	1673116	02.05.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	018669993	22.06.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	1673396	02.05.2022	35, 41, 42
WIPO	Figurative mark containing word element "IXBET"	018669999	22.06.2022	35, 41, 42