

DATED

3rd December 2021

HABANERO SYSTEMS LIMITED
AS "Habanero"

- and -

UNO DIGITAL MEDIA B.V.
as the "Licensee"

LICENCE AGREEMENT

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive 'A' followed by a dot.

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THIS AGREEMENT is made on

3rd December 2021

BETWEEN:

HABANERO SYSTEMS LIMITED a company registered in Bulgaria under company number BG204374054, with its registered office at Entrance A, Floor 1, Office 1, 106 Bulgaria Boulevard, Sofia 1404, Bulgaria ("**Habanero**"); and

UNO DIGITAL MEDIA B.V. a company registered in Curacao under company number 157147, with its registered office at Johan Van Walbeeckplein 24, Curacao ("**Licensee**")

BACKGROUND:

- A Habanero is a designer, developer, owner and/or authorised user of certain software consisting of, but in no way limited to designs, operating systems, and other proprietary and non-proprietary materials that make up the Online Casino Platform and the Games played thereon (as each of those terms are defined below).
- B The Licensee is a remote gambling operator licensed and regulated by Curacao eGaming.
- C Habanero wishes to grant the Licensee the right to make the Online Platform and Games available to End Users (as defined below) and the Licensee wishes to receive a licence from Habanero of the Online Casino Platform and Games. Habanero agrees to grant such rights to the Licensee on the following terms and conditions.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Agreement" means these terms and conditions (including the Clauses), each of the attached Schedules and all documents referenced herein, as may have been amended from time to time.

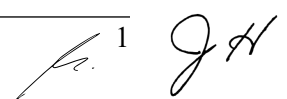
"Applicable Law" means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.

"Associate" means, in relation to any company, a "**Holding Company**" or a "**Subsidiary**" of such company, with those terms having the meanings given in Article 2 of the Companies Act 1996.

"Brand" means the brand or brands owned, operated and/or controlled by the Licensee which are authorised by Habanero in writing and, once approved, are authorised for use with the Products.

"Business Day" means any day which a Saturday is not, Sunday or public or bank holiday in the UK.

"Commencement Date" means the date first stated at the beginning of this Agreement.



"Competent Authority" means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, either of the Parties or any activity of either of the Parties.

"Confidential Information" means:

- (a) all information in whatever medium relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of a party and/or its customers, clients, suppliers, holding companies and/or subsidiaries;
- (b) all information relating to the Products including its related documentation;
- (c) the terms or subject matter of this Agreement; and
- (d) the negotiations relating to this Agreement.

"Control" means in respect of a company, the power of a person to directly or indirectly secure:

- (a) by means of the holding of shares or the possession of voting power in or in relation to that company or any other body corporate; or
- (b) by virtue of any powers conferred by the articles of association or other document regulating that company or any other body corporate,

that the affairs of the company are conducted in accordance with the wishes or directions of that person.

"End User" means the Licensee's customers who have opened an account with the Licensee and who are able to transact with the Website.

"EUR" or "Euro" or "€" means the official currency of the Eurozone.

"Excluded Territories" means those territories which are excluded from the scope of this Agreement, as notified by Habanero in writing to the Licensee on the Commencement Date or at any time thereafter in writing, in Habanero's sole and absolute discretion. On the Commencement Date, the Excluded Territories are those listed in Schedule 3 (Excluded Territories), but the Parties may agree on a case by case basis to deem certain territories as excluded from the list if the Licensee is able to demonstrate to Habanero's reasonable satisfaction that it holds an appropriate licence or consent in that territory.

"Fees" means the Licence Fees and (where applicable) Setup Fees payable to Habanero by the Licensee under this Agreement.

"Gambling Licence" means a licence held by the Licensee which allows it to supply remote gambling products and which is issued by a relevant Competent Authority.

"Games" means all game development content, assets and other associated Intellectual Property owned by and/or licensed to Habanero comprising the Online Casino Platform and as are set out in Schedule 1 (Games).

"Initial Term" shall have the meaning given in Clause 12.1.

"Intellectual Property" means all rights including in the nature of copyrights and neighbouring rights, industrial rights, design rights, patents, marks, trade dress, data base rights, applications for any of the above, moral rights, know-how, domain names, or any other intellectual or industrial property rights and rights of a similar nature arising or subsisting in any part of the world, whether or not registered or capable of registration and applications for registration for any of the foregoing and the right to apply for them.

"Licence Fee" means the fees payable by the Licensee in consideration of the grant of the Licences as those fees are set out in Schedule 2 (Fees and Payment Provisions).

"Licensee Materials" means any of the Licensee's materials and Intellectual Property owned by or licensed to the Licensee and provided or made available to Habanero by the Licensee.

"Net Gaming Revenue" shall have the meaning given in Schedule 2 (Fees and Payment Provisions).

"Online Casino Platform" means Habanero's proprietary online casino operating platform and other Intellectual Property developed by, owned by and/or licensed to Habanero that is used to provide the user interface whereby players can play the Games in an online environment through the Gambling Operator's Website.

"Products" means the Online Casino Platform, the Games and/or any combination of the Online Casino Platform with the Games.

"Renewal Term" shall have the meaning given in Clause 12.1.

"Setup Fees" shall, where applicable, have the meaning given in Schedule 2 (Fees and Payment Provisions).

"Tax" includes all duties, levies, impositions, fees, Value Added Tax, Goods and Services Tax, income tax, chargeable, local sales tax, withholdings or alike imposed by a Competent Authority anywhere in the world.

"Term" means the term of this Agreement, the aggregate of the Initial Term and any and all Renewal Terms.

"Territory" means the world, save the Excluded Territories.

"Use" means:

in relation to any software, load, install, execute, run, store, transmit, display, keep in working order and copy (for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order); and

in relation to any documentation, utilise and copy the documentation (insofar as is reasonably necessary for the purposes of this Agreement).

"Website" means the website or websites operated and/or controlled and maintained by the Licensee pursuant to its Gambling Licence which are integrated with the Products for the purpose of providing End Users with certain services on the basis of the Products including any derivative or replacement or successor websites or any websites that use the same or similar wording or trademark.

- 1.2 In this Agreement, unless otherwise specified, any reference to:
- (a) a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
 - (b) Clauses, Schedules and/or parties are to Clauses of and Schedules and/or the Parties to this Agreement, respectively;
 - (c) a document is a reference to the document as from time to time supplemented, novated or varied from time to time;
 - (d) reference to a party shall, upon any assignment or other transfer that is permitted by this Agreement, be construed to include those successors and permitted assigns or transferees;
 - (e) the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
 - (f) a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality);
 - (g) if there is any conflict, ambiguity or inconsistency between the Clauses and the Schedules, the Clauses will prevail
 - (h) a **"subsidiary"** or **"holding company"** is to be construed in accordance with Article 2 of the Companies Act 1996 and **"parent undertaking"** or **"subsidiary undertaking"** is to be construed in accordance with Article 2 of that Act; and
 - (i) writing includes fax transmission and email but excludes SMS and all other electronic means of written communication.
- 1.3 The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 In this Agreement, any phrase introduced by the words include, including, includes and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words.
- 1.5 This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall prevail.

2. LICENCE

- 2.1 Subject to the terms of this Agreement, including payment of all applicable Fees, Habanero hereby grants to the Licensee a limited, non-transferable, non-exclusive, revocable royalty-bearing licence to Use:
- (a) the Online Casino Platform and any software supplied as part of it, in object code form only;
 - (b) the Games solely for use in combination with the Online Casino Platform; and



- (c) any documentation supplied to it as part of the Online Casino Platform and the Games, in all cases, for the duration of the Term in order that the Licensee may supply betting services to its End Users accessing the Website from the Territory only.
- 2.2 The licence granted pursuant to Clause 2.2 above is for Use only in relation to the Brands and Website for which the Licensee has obtained Habanero's prior written consent pursuant and the Licensee shall not, nor shall it permit or allow any Associate or third party to, use the Products for other brands or websites without Habanero's prior written consent.
- 2.3 The Licensee is expressly prohibited from:
- (a) using the Products to transact with any End User (be they a direct customer or an aggregator) in any Excluded Territory;
 - (b) marketing the Products to any End User (be they a direct customer or an aggregator) in any Excluded Territory;
 - (c) using, copying, modifying, renting, selling, distributing, disclosing or transferring, totally or partially, any of the Products, or any part of the Products, or any copy, adaptation, transcription, or merged portion of the Products;
 - (d) decoding, reverse engineering, disassembling, decompiling or otherwise translating or converting the Products, or any part of the Products;
 - (e) transferring, loaning, leasing, assigning, renting, or otherwise sublicensing the Products;
 - (f) removing any copyright, proprietary or similar notices from the Products (or any copies of the Products); or
 - (g) creating derivative works of the Products unless it has previously agreed with Habanero, in writing, the basis on which it is permitted to do so.
- 2.4 Habanero shall have no obligation to upgrade, enhance or modify the Products. The Licensee may request Habanero to make standardised upgrade enhancements and/or modifications to the Products, in which case Habanero shall reasonably evaluate the request and determine, in each case at its sole discretion, whether to make such modification. Any such modified Product shall be subject to the terms and conditions of this Agreement.

3. EXCLUSIVITY

Habanero is not prohibited or prevented from entering into any agreement or negotiations with any other person regarding all or any subject matter determined in this Agreement, including with respect to supplying the Products or pursuing its business in whatever manner it elects.

4. INTEGRATION

- 4.1 Integration of the Products shall, at all times, remain the responsibility of the Licensee and Habanero shall (except as expressly set out under this Clause 4), be under no obligation to provide such services and shall have no liability to the Licensee in respect of the Licensee's integration and testing activities.

- 4.2 Habanero, may, at its sole discretion provide relevant regulatory testing labs with materials necessary for such labs to test and approve the Products for use in the Territory.

5. FEES

5.1 Fees

The Licensee shall pay Habanero the Fees as set out in and in accordance with Schedule 2 (Fees and Payment Provisions).

5.2 Payment

Schedule 2 (Fees and Payment Provisions) sets out the details for reporting, invoicing, payment and penalties and consequences for non-payment as well as any other terms and conditions related to all Fees.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Licensee acknowledges and agrees that Habanero or its Associates own (or has the rights to) all rights, title and interest in the Products and, for the avoidance of doubt, all Intellectual Property rights subsisting therein, including to any and all updates, versions or developments thereof, including any other modification, enhancement, adaptation, translation or other change of, or addition to, the Products (including those developed by Habanero based on a request by the Licensee, ideas, suggestions, specifications, demands or proposals by the Licensee, End Users of the Licensee, or any other third person). Nothing in this Agreement, nor the use of any Products, shall be construed to confer in the Licensee or any person any rights by implication, estoppel, or otherwise. If the Licensee does acquire any rights, those rights will be held on trust for Habanero, the Licensee shall immediately, without necessity of demand or charge at the simple written request of Habanero, promptly execute any and all documents and do all things necessary to assign such rights to Habanero.
- 6.2 The Licensee grants Habanero (and its Associates) a non-exclusive, worldwide, royalty-free licence from the Commencement Date and for the duration of the Term to use such Licensee Materials as the Licensee makes available to Habanero for the purpose of the provision by Habanero of the Products and for the marketing and publicity of the Habanero products or services.

7. CONFIDENTIALITY

- 7.1 Any mutual non-disclosure agreement entered into between the Parties shall continue in full force and effect. Further, each party shall both during this Agreement and thereafter:
- (a) keep all Confidential Information disclosed to it by the other party strictly confidential;
 - (b) not disclose any such disclosed Confidential Information to a third party, other than to such of its employees and/or officers as will of necessity acquire it as a consequence of the performance of that party's obligations under this Agreement, and only then provided that the relevant party shall ensure that each such employee and/or officer shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that party may lawfully use or disclose it under this Agreement; and

- (c) use Confidential Information disclosed to it only in connection with the proper performance of this Agreement.

7.2 Clause 7.1 shall not apply to any Confidential Information to the extent that it:

- (a) comes within the public domain other than through breach of Clause 7.1;
- (b) is required or requested to be divulged by any Competent Authority to which either party is subject, wherever situated;
- (c) is disclosed on a confidential basis for the purposes of obtaining professional advice; or
- (d) is known to the receiving party before the disclosure to it; or
- (e) is disclosed with the other party's prior written approval to the disclosure.

7.3 This Clause 7 shall continue in force after and despite the expiry or termination of this Agreement, whatever the reason for termination.

8. TAX

8.1 The Fees payable to Habanero do not include any Tax which the Licensee might be obliged to pay in addition to the Fees at the rate prevailing on the date of the corresponding invoice. Any sums payable to Habanero by the Licensee shall be paid without any deductions, withholdings, set offs or counterclaims. The Licensee shall be responsible, where applicable, for payment of any and all Tax applicable to any corresponding invoice. If the Licensee is legally required to withhold Tax in respect of any Fees or amount due to Habanero hereunder, such amount will be grossed up so that the amount actually received by Habanero is the full amount due to it with no further Tax liability.

8.2 The Parties acknowledge and agree that each independently has sought and obtained advice on their independent Tax liabilities from a competent Tax advisor with respect to this Agreement.

9. WARRANTIES, REPRESENTATION AND UNDERTAKINGS

Habanero Warranties and undertakings

9.1 Habanero:

- (a) it holds a Gambling supplier licence or has applied for a Gambling supplier licence as determined and defined in this Agreement and will comply with, and maintain, that licence for the duration of the Term;
- (b) warrants to the Licensee that it owns or has the rights to the Products and that the Use by the Licensee of them in accordance with the terms of this Agreement and as directed by Habanero does not infringe the copyright of any person; and
- (c) will use its commercially reasonable endeavours to ensure the Products operate substantially in accordance with this Agreement.

9.2 The warranties set out in this Clause 9 are the entire warranties made by Habanero with respect to the Products and services under this Agreement. The Products are provided on an "as is" "as available" basis. Habanero expressly disclaims any warranty or representation to End Users,

or to any third person. To the maximum extent permitted by law all other warranties, conditions, or representations (express, implied, oral or written), including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose are excluded and in particular Habanero does not warrant that:

- (a) the operation of the Products will be uninterrupted or error-free; the possible errors and interruptions shall be treated with utmost care and shall be solved as soon as possible; as Per the SLA in schedule 4
- (b) the Products will meet the Licensee's particular requirements, whether or not those requirements have been made known to Habanero; or
- (c) the Products are of satisfactory quality or fit for any particular purpose.

9.3 Habanero makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program or harmful data. In particular, Habanero shall not be liable for any event, defect or bug or failure of the Products to the extent that it results from:

- (a) use of the Products other than in accordance with this Agreement;
- (b) failure to operate the Product on hardware or other equipment not previously approved in writing by Habanero;
- (c) any modification of the Products not carried out or authorised in writing and in advance by Habanero;
- (d) failure of electric power or environmental control systems; or
- (e) failure of hardware, software, telecommunications, other products or services not supplied by Habanero; or
- (f) any other matter beyond the reasonable control of Habanero.

9.4 Subject to Clause 9.3 and 12.4, in the event any Product is affected by a material defect or failure (referred to hereinafter in this Clause 9.4 as "**Defect**"), the Licensee shall immediately notify Habanero of such Defect in writing. Any material Defect reported in writing by Habanero will be responded to as soon as reasonably possible, and in any case, Habanero will provide the Licensee with instructions on how to repair the Defect (where possible) within twenty-four (24) hours of Habanero's receipt of written notice or as per the SLA in schedule 4. If the repair cannot be completed within such period, Habanero will provide a timetable for the repair or replacement of the Product and will promptly undertake efforts to begin the repair or replacement. Provided the Defect does not materially impair Habanero's exploitation of the Product, Habanero retains the right to repair the Defect in a scheduled upgrade, in which case the upgrade will be provided to the Licensee at no additional charge. The rights and remedies of the Licensee set out in this Clause 9.4 shall constitute the Licensee's sole remedy for any Defect.

9.5 Licensee Warranties, Representations and Undertakings

9.6 The Licensee warrants to Habanero that:

- (a) it holds a Gambling Licence as determined and defined in this Agreement and will comply with, and maintain, that licence for the duration of the Term; and

- (b) it will at all times:
- (i) operate the Website only in compliance with and generally comply with all Applicable Laws and (in all material respects if non-binding) all codes, policies, directives, standards, requirements, directions and guidance of any Competent Authorities which are in effect at the relevant time and apply to its operation of the Website;
 - (ii) at its own cost, obtain and maintain all regulatory approvals necessary for the Use of the Product in the Territory;
 - (iii) promptly advise Habanero on becoming aware of:
 - (A) any non-compliance with such Applicable Laws; and
 - (B) any non-compliance with any such codes, policies, directives, standards, requirements, directions or guidance; and
 - (iv) remedy any such non-compliance within a reasonable timescale.

9.7 The Licensee shall ensure that End Users confirm, acknowledge and, comply, with any and all federal, state, municipal, territory, or local laws, bylaws, regulations, ordinances and industry standards applicable with the operation of the Products in the Territory. Any breach of this provision shall result in Habanero's right to immediately terminate this Agreement in its sole discretion with no further obligations due from Habanero to the Licensee, and in such event any and all outstanding payment obligations from the Licensee to Habanero shall become immediately due and payable.

9.8 The Licensee shall be solely responsible for the management and maintenance of the Website, it's hardware, software and equipment and any activity therein (including but not limited to End User membership and relationship management; all "back office" activity such as payment processing; and, first line customer service with the End User), including all actions or omissions of the Licensee, its employees or any other person participating in the Website's activities, including the Licensee's End Users.

9.9 The Licensee will ensure that all bets or wagers placed through the Website shall be recorded in its own computer servers at all times and under the terms of its Gambling Licence; it shall be solely responsible to End Users, Competent Authorities or third persons for, and take the entire risk for, all bets or wagers placed through the Website; and it shall be solely responsible for any and all liability of any kind derived from bets or wagers placed through the Website.

The Licensee shall be responsible for all marketing, sales, distribution, placement and accounting matters related to the Use of the Product in the Territory. The Licensee responsibility in this regard shall include all financial responsibilities thereto.

9.10 The Licensee shall not supply, nor will it authorise the use or promotion of the Website utilising the Products, in each case to End Users not located in the Territory and it will take all reasonable steps, including but not limited to employing address verification, payment card bin ranges, effective geo-blocking or other technology, to prevent bets or wagers being placed from, or End User access to the Website from anywhere other than the Territory or by End Users whose account details include an address from anywhere other than the Territory.

9.11 The Licensee shall only Use the Product where such Use is permissible. No rights for Use of the Product are granted for any Use that is illegal in any jurisdiction, including but not limited

to the Excluded Territories. The Licensee acknowledges and agrees that it has reviewed the Product and is satisfied that the laws of the Territory where its End Users will make use of the Product and any laws applicable therein do not prevent the lawful operation of the Product. Habanero makes no warranty or representation as to the legality of the use of Product and is relying upon the Licensee having satisfied itself that the use of the Product is a lawful and legal undertaking.

- 9.12 Unless the prior written consent of Habanero is obtained, during the Term hereof and for one year after the expiration or termination of this Agreement, the Licensee undertakes not to, directly or indirectly, hire or solicit any director, officer or senior or technical employee of Habanero or its Associates, or anyone who was a senior or technical employee, consultant or independent contractor of Habanero at any time within the one year-period immediately prior thereto, or encourage any senior or technical employee, consultant, independent contractor or agent of Habanero to terminate such employment, or agency or other relationship with Habanero.

General Warranties

- 9.13 Each party represents and warrants to the other party that in respect of itself:
- (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business) and is fully qualified and empowered to own its assets and carry out its business; and
 - (b) it has full power to enter into (and to exercise its rights and perform its obligations under) this Agreement and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms.
- 9.14 Each party shall grant access to the other's compliance and internal audit teams to its data relevant to this Agreement and the respective external auditors full and unrestricted rights of inspection and auditing of that data. Furthermore each party shall immediately inform the other of any material change in circumstances which could have a material impact on the continuing provision of the services under this Agreement, including but not limited to changes in the party's ownership, and notification in the case of a dire financial situation faced by the party, in order to provide sufficient time for the other party to seek an alternative without disrupting the business and its function.

10. COMPLIANCE WITH LAWS

- 10.1 Notwithstanding the respective obligations of the Parties elsewhere in this Agreement, the Parties acknowledge that they may be subject to various regulations by Competent Authorities in a number of jurisdictions around the world. The Parties, as part of the regulations imposed upon them, are obliged to conduct their affairs in a manner in which is both ethical and in accordance with the regulations imposed by the Competent Authorities. On occasion, one of the Parties ("**Requestor**") may be required to disclose details of its dealings in relation its operations. The other party ("**Requestee**") must fully cooperate with Requestor and, at Requestor's request, with any Competent Authority in relation to any information requested or otherwise required to be disclosed to a Competent Authority. Requestee must, on request from Requestor, provide the Competent Authority with copies of all documents and other information in the possession, custody or control of Requestee that would be reasonably relevant to any inquiry made of Requestor by a Competent Authority, as well as direct access to a Competent Authority to its premises if required. Where Requestee notifies Requestor that the information is commercially sensitive to Requestee, Requestor will use its best endeavours

to ensure that such information is disclosed subject to an obligation of confidentiality and non-disclosure.

- 10.2 Neither party may do anything which the other has reason to believe, or which it has notified the other, may jeopardise any eligibility of either party to hold any license in relation to their respective businesses, including licenses held and licenses granted by a Competent Authority.
- 10.3 Habanero's obligations under this Agreement may, at its option, be suspended and may be terminated under this Agreement immediately by written notice to the Licensee, where:
- (a) the Licensee fails to apply for, obtain or maintain any license from any Competent Authority necessary for the performance of this Agreement or compliance with any laws;
 - (b) any Competent Authority makes an order or recommendation requiring or recommending the termination of this Agreement;
 - (c) Habanero reasonably believes that the continuation of this Agreement will have a detrimental impact on the ability of it (or anyone associated with it) to hold, maintain or obtain any license issued or to be granted by any Competent Authority; or
 - (d) any Competent Authority disapproves of this Agreement or any part of it.

11. INDEMNITY AND LIABILITY

- 11.1 Without limiting any of Habanero's other rights and remedies under this Agreement or under Applicable Law, the Licensee agrees to defend Habanero and its shareholders, directors, officers, employees and other representatives and those of its Associates (the "**Extended Parties**") against all losses, suits, claims or other actions (a "**Claim**"), and to indemnify Habanero and the Extended Parties on demand against any Claim payable to a third party by Habanero or any Extended Party, arising out of a breach or contravention of Clause 2, Clause 6 or Clause 9.
- 11.2 Unless otherwise indicated in this Agreement, nothing in this Agreement shall limit or exclude the liability of any Party to the other in respect of:
- (a) fraud;
 - (b) death or injury to persons caused by negligence;
 - (c) any other liability, which cannot by law be limited or excluded; or
 - (d) the Licensee's obligation to pay the Fees.¹
- 11.3 Habanero shall not be liable to the Licensee for:
- (a) loss of profit or anticipated profits, loss of contract or revenue, loss of goodwill or reputation, loss of anticipated savings or loss of turnover;
 - (b) loss or corruption to data; or

- (c) any indirect or consequential loss,

even if the Parties have been advised or should have foreseen the possibility of such damages.

- 11.4 Except as otherwise set out in this Clause 11, the aggregate liability of Habanero for any liability arising under or in connection with this Agreement howsoever arising (including by way of negligence, misconduct, contract, tort, or any other theory of law) shall be limited to 100% of the Licence Fees paid by the Licensee in the Six (6) months prior to the relevant event causing the liability to arise.

12. TERM AND TERMINATION

- 12.1 This Agreement shall commence as from the Commencement Date and continue in force until the expiration of twenty-four (24) months from the Commencement Date ("Initial Term"). This Agreement shall renew automatically on the expiry of the Initial Term, continuing in force thereafter for equal terms of 12 months ("Renewal Term") commencing on the expiry of the Initial Term (or the expiry of any subsequent Renewal Term), unless terminated in accordance with its terms or by either party serving at least three (3) months written notice of its intention not to renew; or otherwise, by written mutual agreement signed by both Parties.

- 12.2 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 thirty (30) 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; if the equivalent of any of the events described at this Clause 12.2(c), under Applicable Law occurs in relation to the other Party.

- 12.3 Habanero may terminate (or suspend pursuant to Clause 13) this Agreement, at Habanero's sole and absolute discretion, with immediate effect if:

- (a) the Licensee's Gambling Licence is suspended or revoked;
- (b) there is any change of ownership or Control of the Licensee or the Licensee's Group, unless Habanero has consented thereto in writing prior to such change (such consent not to be unreasonably withheld);
- (c) the Licensee does or omits to do anything or has used, or attempted to use, the Products in any manner or form that could bring Habanero into disrepute, or any officer, or senior employee of the Licensee is charged with any criminal offence including but not limited to dishonesty or violence; or



- (d) the Licensee fails to make payments when due in respect of this Agreement (and does not cure such default within seven (7) days of a notice of default in writing from Habanero).
- 12.4 Either party may terminate this Agreement with immediate effect if that Party receives written instructions for termination of the Agreement by a Competent Authority.
- 12.5 In case of a major failure or defect of the Products, and in Habanero reasonable discretion, it would not be commercially feasible to repair the failure or defect, Habanero may terminate this Agreement with immediate effect.
- 12.6 For the purposes of Clause 12.2, a breach shall be considered capable of remedy if the defaulting Party can still comply with the provision in question in all respects other than time of performance (provided that time of performance is not of the essence) and the breach does not relate directly or indirectly with:
 - (a) breach of any kind of Clause 6;
 - (b) breach of any kind of Clause 7;
 - (c) failure by the Licensee to maintain its hardware in good working order;
 - (d) breach of any kind of Clause 15.1; and
 - (e) breach of any kind of Clauses 9.5, 9.6 or 9.10.
- 12.7 Upon the termination of this Agreement the Licensee shall immediately cease to use the Products and deliver to, or procure the delivery to, Habanero all Products and all Confidential Information of Habanero within its possession; all Fees outstanding as at termination shall become due and payable immediately; and neither Party shall make any press release or statement without the prior written consent of the other.
- 12.8 The expiration or termination of this Agreement shall not affect those terms which are expressed to operate or have effect after its termination and shall be without prejudice to any right of action or claim which the Parties may have for damages arising from breach of this Agreement by the other Party.

13. SUSPENSIONS

- 13.1 Without prejudice to other rights Habanero may be entitled to in this Agreement, Habanero may, at Habanero's sole and absolute discretion, elect to suspend this Agreement and cease providing the Products to the Licensee in the following events:
 - (a) any change of ownership or Control of the Licensee or the Licensee's Group, unless Habanero has consented thereto in writing prior to such change (such consent not to be unreasonably withheld);
 - (b) the Licensee fails to make payments when due in respect of this Agreement (and does not cure such default within seven (7) days of a notice of default in writing from Habanero);
 - (c) the Licensee does or omits to do anything or has used, or attempted to use, the Products in any manner or form that could bring Habanero into disrepute, or any officer, or senior



employee of the Licensee is charged with any criminal offence including but not limited to dishonesty or violence; or

(d) the Licensee's Remote Gambling License is suspended or revoked.

13.2 In the events of suspension mentioned in Clause 13.1, except for the Licensee's obligation to pay the Fees when due pursuant to the terms of this Agreement, all obligations of the Parties under this Agreement shall also be suspended without liability for either Party and both Parties agree to cooperate in good faith with each other as necessary to effect the suspension only as necessary to comply with said provisions.

13.3 Habanero shall resume providing Products to the Licensee under this Agreement as soon as reasonably practicable after Habanero is satisfied, exercising its absolute discretion, that none of the events listed in Clause 13.1 continue to apply.

14. NOTICES

14.1 Any notice given by one party to another under this Agreement shall be in writing, delivered by hand or by express courier to the address given at the start of this Agreement, and in all cases marked for the attention of Counsel in relation to the Licensee and Counsel in relation to Habanero.

14.2 Notices delivered by hand shall be given on the day of receipt (unless received after 5.00 pm in which case they shall be given on the next Business Day). Notices sent by express courier shall be deemed to have been given two (2) Business Days after the date of dispatch. Notices sent by fax shall be deemed to be served four (4) hours after the time of the transmission report provided that an error free transmission report has been received by the sender and if this time falls after 5.00 pm on a Business Day or at any time on a day which is not a Business Day the notice shall be deemed to have been received at 9.00 am on the next Working Day.

14.3 Notices under this Agreement shall not be validly served by email.

14.4 Either party may vary their address, fax number and/or contact for notices by giving notice to the other. The notice must expressly state that the new address and fax number is the address and/or fax number for notices and/or the new contact is the contact to whose attention all future notices should be brought, as the case may be.

15. ASSIGNMENT

15.1 Except as expressly set out below neither party shall assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under this Agreement (or purport to do so) without the other party's prior written consent.

15.2 Habanero may assign or transfer its rights and obligations under this Agreement to any member of Habanero's Group or any purchaser of the rights to the Products, Habanero's business in relation to the Products or Habanero itself.

16. ENTIRE AGREEMENT

16.1 This Agreement together with the documents referred to in it represent the entire terms agreed between the Parties in relation to its subject matter and supersedes and extinguishes any prior drafts, and all previous contracts, arrangements, representations, warranties of any nature whether or not in writing between the Parties relating to its subject matter.

16.2 Each party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement:

- (a) it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise or assurance made or given by any other party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement; and
- (b) its only remedy in respect of any untrue statement, representation, warranty, promise or assurance expressly set out in this Agreement shall be for breach of contract.

17. AMENDMENTS

A purported variation of this Agreement is not effective unless in writing signed by or on behalf of each of the Parties.

18. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

19. REMEDIES NOT EXCLUSIVE

Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

20. NO WAIVER

- 20.1 A failure or delay by either party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.
- 20.2 A waiver by either party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.
- 20.3 A purported waiver or release under this Agreement is not effective unless it is a specific authorised written waiver or release.

21. SEVERANCE

- 21.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect (subject to Clause 21.2).
- 21.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment



necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

23. FURTHER ASSURANCE

Each party will at the request and expense of the other party execute any document and do anything reasonably necessary to implement this Agreement and use all reasonable endeavours to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.

24. ANNOUNCEMENTS

Save as required by law, existing contractual obligations or any applicable regulatory authority or government body to which either party is subject (wherever situated), no party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

25. COSTS

Save as otherwise stated in this Agreement, each party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement shall be governed by and construed in accordance with UK law.

26.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall be referred to and determined by arbitration, by a tribunal comprising of one and up to three arbitrators to be appointed by the parties or, failing agreement by the parties within 14 days of service of written notice by either party requesting agreement to the appointment of an arbitrator, by the president or a vice president of the London court of International Arbitration.

26.3 The seat of the arbitration shall be London. The language of the arbitration shall be English. All procedural and evidential matters shall be as agreed between the parties or, in default of agreement, as determined by the tribunal and shall be conducted in accordance with the laws of the UK. The tribunal shall have the power to order on a provisional basis any relief which it would have the power to grant in a final award. The arbitrator's decision shall be final and neither party shall have the right to appeal.

26.4 Where the same tribunal as is appointed under these provisions is also appointed in any other arbitration concerned wholly or in part with the same subject matter arising under related contracts or which appears to raise a common issue of fact or law, whether or not involving identical parties in each case, the tribunal may, with the consent of all of the parties in each arbitration, order that such two or more arbitrations, or any specific claims or issues arising therein, shall be consolidated or heard concurrently.



This Agreement has been entered into on the date stated at the beginning of this Agreement.

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SCHEDULE 1: GAMES

Habanero shall provide the Licensee with the following Games:

- (a) Video Slots
- (b) Video Poker
- (c) Table Games: (i) Sic Bo; (ii) Black Jack; (iii) Roulette; (iv) Baccarat; (v) Stud Poker; and (vi) Holdem Poker.

SCHEDULE 2: FEES AND PAYMENT PROVISIONS

1. Definitions and interpretation

In this Schedule 2 (Fees and Payment Provisions), all terms defined in the Agreement shall be applicable and valid. In addition, the following terms shall have the following meanings:

"Accounting Period" means one calendar month.

"Gross Revenue" means aggregate amount of wagers placed by End Users;

"LAN Jackpot Payout" means a jackpot payout that is made from an individual Gambling Operator directly to the End User;

"Net Gaming Revenue" means the sums calculated in an Accounting Period with respect to transactions made between End Users and Gambling Operators utilising any of the Games, being Gross Revenue less.

- (a) End User winnings;
- (b) LAN Jackpot Payout;
- (c) Bonus Costs Deduction (CAPPED at 15% of [Gross Revenue] less [End User Winnings] less [LAN Jackpot Payout])

Should the Master Licensee elect to utilise bonus methods for internal or external marketing, Habanero agrees to grant a further deduction to the NGR, where bonus costs are the sum of bonuses converted to real money. Bonuses, for this purpose, may only be activated using the APIs.

2. Fees

- (a) Licence Fees
 - (i) In consideration for the rights granted herein this Agreement, the Licensee shall remit to Habanero Licence Fees in such proportions as are agreed between the Licensee and Habanero or in default of agreement as set out in this Schedule 2 (Fees and Payment Provisions) and the parties shall comply with their respective obligations contained therein. The Licensee acknowledges that the Licence Fees are non-refundable.
 - (ii) The Parties agree that the Licensee shall pay Habanero a Licence Fee per as set out in Section 2(b) of this Schedule 2 (Fees and Payment Provisions).
 - (iii) Payment of the Licence Fee shall be made in Euros within thirty (30) days of the end of the Accounting Period to which the Licence Fee relates, using the foreign exchange rate at the date of payment.



(b) Fee Structure

Operator	ROW
Set Up Fees	N/A
Licence Fees	9% revenue share of Net Gaming Revenue, Monthly Minimums are waived

SCHEDULE 3: EXCLUDED TERRITORIES

- Australia
- Cyprus
- France
- Philippines
- Singapore
- South Africa
- Taiwan
- United Kingdom
- United States

Restricted territories unless licensed:

- Italy
- Bulgaria
- Colombia
- Croatia
- Denmark
- Estonia
- Latvia
- Lithuania
- The Netherlands
- Portugal
- Romania
- Spain
- Sweden

SCHEDULE 4: SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT

The scope of this document is specifically limited to the technical support of the Licensed Product, error/trouble reporting of issues associated with same, notification and escalation procedures, and the support and operations of the systems of the Licensed Product.

1. Fault Resolution

- 1.1. Habanero will provide maintenance and fault resolution services for faults on the software comprising the same (“**Faults**”).

1.2. Faults with the following priorities have the following Resolution fix times:

<u>The Software</u>			
Fault Level	Impact	Resolution Fix Time	Report
Priority 1	The software is not operational or is inaccessible. The software is degraded, or there is a marked reduction in time to access up to 50% of games or operate the software. A problem causing a material reduction in functionality.	Resolution within 4 hours of identification of fault by Habanero	Immediate, escalate to level 3.
Priority 2	The software is functional but there is a noticeable reduction in time to access games or operate the software. A problem whereby some games are not accessible	Resolution by the end of the next day.	Escalate to level 2.
Priority 3	The software is experiencing non-material problems and functionality is acceptable or identification of bugs or issues related to reporting or general system functionality	Resolution within 5 days of informing Habanero of the fault.	Next day, office hours, escalate to level 2.

1.3. For the purposes of this agreement “Resolution” shall mean providing one of the following solutions to a Fault: (i) a fix of any Fault; (ii) a workaround for any Fault that replicates in all material respects the functionality and response time of the affected part of the software. If a Resolution is not practical or possible within the target resolution times, then habanero will

supply forthwith to the licensee (and comply with) a plan with timelines and impacts to fix a Fault.

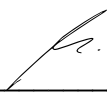
1.4. Escalation Levels

LEVEL	CONTACT	Details	OPERATION TIME
Level 1	Support Desk Operations manager	support@habanerosystems.com Jeffrey@habanerosystems.com	All hours
Level 2	Tech Manager – Anton Swart	anton@habanerosystems.com +65 916 82370 Skype: anton.swart.oxy	All hours
Level 3	Tech Manager – Anton Swart Habanero CEO – Nic Ioannoy	As above nic@habanerosystems.com +27 83 375 1026	All hours

EXECUTION PAGE

Signed by Anton Karapetrov for and on

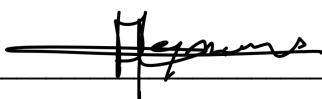
Behalf of HABANERO SYSTEMS LIMITED

Signature 

Date 07/12/2021

Signed by Kurason Trust Curacao NV for and on

Behalf of UNO DIGITAL MEDIA B.V.

Signature 

Date 5 December 2021