

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter referred to as the "Agreement") is made on **23.02.2022** by and between:

Dreamtek Solutions B.V., a company incorporated under the laws of Curaçao, registration number: 156830, registered address: E-Commerce Park Vredenberg Heelsumstraat 51, Curaçao, hereinafter referred to as the "**LICENSOR**", and

Uno Digital Media B.V., a company incorporated under the laws of Curaçao, registration number: 157147, registered address: Johan Van Walbeeckplein 24, Willemstad, Curaçao, hereinafter referred to as the "**LICENSEE**",

LICENSEE and LICENSOR hereinafter jointly referred to as the "Parties" and separately as the "Party".

GENERAL

LICENSOR has arrangements and licensing rights from Game Providers to distribute Game Providers' Games of chance and Gaming software through the Internet, and

LICENSOR provides business and technical solutions to online casinos and other entities operating in the gambling industry, and

LICENSEE provides games of chance through the Internet under appropriate Gaming License No. B2C-AK2QPM3H-1668JAZ, granted by master license holder Curaçao eGaming and LICENSEE wishes to obtain the rights on games of chance through the Internet under the respective license, and LICENSOR wishes to license such games of chance to the LICENSEE, and

LICENSEE acknowledges and agrees that LICENSOR is bound by the agreements with Game Providers and/or Third Parties (as the case may be), and that LICENSOR may unilaterally amend this Agreement in order to comply with its agreement with Game Providers and/or Third Parties (as the case may be), as well as any other terms and conditions set forth by Game Providers and/or Third Parties (as the case may be), and

Parties agree that for the purpose of this Agreement games of chance of Game Providers, which are licensed by the LICENSOR to the LICENSEE herein, shall be referred to as the LICENSOR Games or Games.

INTRODUCTION

This Agreement ("the Agreement") sets out terms and conditions governing non-exclusive Games license granted hereunder by the LICENSOR to the LICENSEE. LICENSEE will offer Games to its End Users and will not be entitled to sub-license Games under this Agreement to other third parties.

Parties under this Agreement carry out activities outside Curaçao.

Parties under this Agreement do not provide and do not obtain the licenses or rights on the games or software for Curacao, including for end-users located in Curaçao. Independently of the terms of this Agreement, LICENSEE has not to use the LICENSOR Games, including taking any real money wager from any End User who, at the time of making the wager, is located within Curaçao.

1. DEFINITIONS

1.1. This Agreement is to be interpreted in accordance with the following definitions:

"**Games**" means all the games licensed by LICENSOR to LICENSEE according to this Agreement. The LICENSOR may change and/or add to and/or delete certain Games within of certain Game Provider through the LICENSEE's Platform. It shall constitute Parties consent to alter the list of the Games without entering into any additional agreement.

“Branded Games” means games, which have a theme or content which incorporates or depicts a well-known third party brand and is licensed and approved by third party, including those games specified as “Branded Games” by LICENSOR, or such replacement, or other games as designated by LICENSOR from time to time.

“Game Providers” means various game developers, rights holders, contractors with whom the LICENSOR has concluded license agreements licensing rights Game Providers’ Games.

The Parties to amend from time to time the list of the Games Providers whose Games are provided by LICENSOR to LICENSEE under this Agreement. In additional agreements or annexes to the Agreement, Parties have to set forth financial terms and other terms of providing Games of new Games Providers.

“Platform” means the LICENSOR's software solution through which the LICENSOR provides and integrates Games and other gaming software for LICENSEE for providing gaming services.

“Website” means www.cryptoleo.com, www.betonred.com, www.ninecasino.com www.brunocasino.com on which the Games are available for End Users (via desktop or mobile version, and via any browser).

“End User and End Users” means one or more of the LICENSEE’s players who play the Games.

“End User Software” means such Flash and HTML5 software as is downloaded by an End User when playing the Games, whether stored on the End User’s computer terminal or device or not.

“Royalty” means the ongoing fee to LICENSOR for provided license rights on Games and Gaming software is provided to LICENSEE under this Agreement, which is payable by the LICENSEE and which calculated under Appendixes to this Agreement regarding certain Games and Gaming software.

“Gross Gaming Revenue (GGR)” means the aggregate income received by the LICENSEE in connection with Games, which shall be calculated as the total monthly Bets on all Games during a calendar month less of the total monthly Winnings, but before taxes. GGR is calculated as $GGR = \text{Total Bets} - \text{Total Winnings} - \text{Bonus Deduction Cap}$.

“Bonus Deduction Cap (BDC)” means all costs incurred by LICENSEE in relation to bonuses granted to End Users. Bonus Deduction Cap is taken into account when calculating the Gross Gaming Revenue. The quota of Bonus Deduction Cap exceeding the Percent threshold of monthly Bets minus monthly Winnings (GGR) shall be borne entirely by LICENSEE and shall be discarded for the purposes of Gross Gaming Revenue calculation.

“Bets” mean wagers placed by an End User on the outcome of an Event through the Games, included any right to wagers granted by the LICENSEE to an End User as any type of bonuses.

“Winnings” mean the funds or prizes won by the End User as a result of Bet(s) placed by the End User being graded as a winning bet by the software of Games in accordance with the results of the relevant Event.

“Events” mean any event or Game, the outcome or result of which is available for the End User to wager on.

“Launch Date” means the date the first of the Games is live, operational and available to End Users on LICENSEE’s Websites.

“Confidential Information” means:

(i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software, whether source or object code), which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a Party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;

(ii) the terms of this Agreement and the negotiations relating to it;

(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a Party and training courses and materials and know-how relating thereto;

“Excluded Territories” means **Curacao, Netherlands Antilles, Netherlands, USA, Israel, UK**, and such other territories, as may be notified by LICENSOR in writing to LICENSEE on the date of the Agreement or at any time thereafter from time to time in LICENSOR’s sole and absolute discretion.

“Intellectual Property” means generally inventions, designs, processes, formulae, notations, improvements, all financial information of any Party, know-how, goodwill, reputation, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Games and Platform particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Games and the Platform or any part of them.

“Intellectual Property Rights” means patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

“Upgrade” means any: (i) change or amendment to, or upgrade, or new version of Games or the Platform; and (ii) any new release of Games or the Platform.

2. LICENSE

2.1. LICENSOR hereby grants LICENSEE a non-exclusive, non-transferable license providing the right to make the Games available to End Users to play via the Website.

The Parties have agreed that the LICENSEE shall not have the right to install or otherwise distribute Games to any other operators and non-operators (on-line operators, platforms, game aggregators). If otherwise additionally not agreed with the LICENSOR in writing.

2.2. The Parties have agreed that if the LICENSOR and LICENSEE chose to amend from time to time the list of the Games provided hereunder the Parties shall enter into additional agreement, where they, inter alia, undertake to set forth financial terms and any other terms, differ from those, contained herein.

2.3. The fee for the license granted hereunder equals to the amount of Royalty fees payable in the manner set forth in Clause 4 hereof.

2.4. Other commercial terms, if not specifically agreed by the Parties in this Agreement, can be defined in the Appendix A hereto.

3. INTEGRATION, TERMS, AND RESTRICTIONS

3.1. With agreed by the Parties terms after the signature of this Agreement, LICENSOR shall make the LICENSOR Games available for LICENSEE through the Platform by API integration Games on LICENSEE's software to make the Games available for End Users on the Website.

3.2. LICENSEE shall do its best to ensure that neither third party other than LICENSEE uses or accesses the Platform, Games, and other Gaming software, unless LICENSEE has obtained LICENSOR’s prior written consent.

3.3. The Parties have agreed that the LICENSOR shall have the right at any time during the terms of this Agreement to request from the LICENSEE documents and information allowing to identify the LICENSEE.

If requested by LICENSOR, LICENSEE will provide LICENSOR with due diligence documentation detailed enough to satisfy LICENSOR as regards Gaming License, Website rights, beneficial owners and director’s identity.

LICENSEE agrees that, notwithstanding the foregoing, LICENSOR shall be entitled to suspend or withhold the provision of the Platform to LICENSEE or suspend use of the Platform, until LICENSEE has fulfilled its obligations under this clause 3.3 in full.

3.4. LICENSEE hereby acknowledges that it is licensed to use only in accordance with the express terms of this Agreement and not further or otherwise.

3.5. LICENSEE acknowledges that it, shall not at any time be permitted to have any access to the server Platforms that host the Games and the associated software and databases, wherever they may be.

3.6. LICENSEE agrees that under no circumstances shall LICENSEE move, remove, deface or alter the Trade Marks in any way whatsoever without LICENSOR's prior written consent. LICENSEE undertakes not to use the Trade Marks or allow the Trade Marks to be used in a manner that may have an adverse effect on the value or goodwill of the Trade Marks, that may dilute the Trade Marks or that may bring LICENSOR, its licensors or any of the Trade Marks into disrepute.

3.7. LICENSEE undertakes not to use Games to take any real money wager from any End User who, at the time of making the wager, is located within the Excluded Territories.

3.8. LICENSOR may, upon written notice to LICENSEE, require LICENSEE to cease taking wagers from End Users located in any particularly defined territorial area (such as, without limitation, a country, state, or province), if LICENSOR reasonably believes that taking such wagers is likely to be illegal, or the licensing Games End Users in such areas is likely to be illegal.

4. PRICE AND PAYMENTS

4.1. Royalty under this Agreement is calculated under Appendixes regarding certain Game Providers' Games and paid in and in the manner provided Clause 4 hereof.

4.2. All Royalty fees shall be paid by either LICENSEE or its Affiliate to LICENSOR monthly in EUR (Euro) by electronic transfer to arrive in full no later than 10 (ten) business days after receiving LICENSOR invoice.

4.3. The Invoices for LICENSOR Royalty shall be sent to LICENSEE by emails or other communication tools or ways agreed and usually used by Parties.

4.4. Taxes: LICENSEE shall be responsible for paying all use, sales, or value-added taxes, duties, or governmental charges, whether currently in force or which come into force in the future related to the Games use by LICENSEE according to its tax jurisdiction or jurisdictions where LICENSEE carry out activities. The amounts of such taxes do not affect and do not reduce the Royalty fee under this Agreement.

4.5. For the avoidance of doubt, any win by an End User on any of the Games shall be paid by LICENSEE to the End User in the ordinary course of LICENSEE's business and not be paid or funded by LICENSOR.

5. WARRANTIES, UNDERTAKINGS

5.1. LICENSEE hereby warrants and confirms that it will make its best effort not to permit any other party to attempt to:

5.1.1. view any of the coding of Games, Platform or any Gaming software provided to LICENSEE by LICENSOR;

5.1.2. reverse engineer any of the coding of Games, Platform or any Gaming software provided to LICENSEE by LICENSOR;

5.1.3. decompile any of the coding of Games, Platform or any Gaming software provided to LICENSEE by LICENSOR;

5.1.4. monitor or in any way replicate (in form or function) Games, Platform or any part of its or any Gaming software provided to LICENSEE by LICENSOR;

5.1.5. make use of any data generated by Games, Platform save in the ordinary course of gaming business;

5.1.6. alter or modify any part of Games, Platform or any Gaming software provided to LICENSEE by LICENSOR.

5.2. Games is software based and LICENSEE acknowledges that it will not run error free or without interruption. Game Providers and LICENSOR takes all reasonable precautions against software errors and bugs, but it does not warrant that the Games will meet any special requirements of condition, quality, performance, merchantability or fitness for LICENSEE, or that the Games or any software provided to the LICENSEE by LICENSOR, will generate particular revenues or profits for the LICENSEE.

5.3. LICENSEE must have obtained all information that it wishes to rely on in writing from LICENSOR. LICENSEE cannot rely upon oral representations made or purportedly made by LICENSOR or Game Providers, or upon descriptions, illustrations or specifications contained in any catalogues and publicity material produced by LICENSOR, which are only intended to convey a general idea of the products and services mentioned therein, unless LICENSOR explicitly affirms the data, contained therein is true and correct.

5.4. LICENSEE warrants and covenants that it will have at all times during the term of this Agreement necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary operating licenses, including a valid Gaming License.

LICENSEE shall be solely responsible for issuance, verifying and maintenance (as applicable) at all times of all required licenses, permits and regulatory authorizations of any applicable regulator with regard to the Games and their use End Users, for carrying out LICENSEE's obligations hereunder, and LICENSEE shall solely bear all of the respective expenses and liabilities related to or arising out of such licenses and authorizations.

The LICENSEE shall:

- ensure that Games do not take any real money bet from any End User:
 - who, at the time of making the bet, is located within any of the Excluded Territories or any territory in which it is contrary to any applicable Law to take such bets; or
 - who is otherwise restricted;
- comply with any Game restrictions of which the LICENSEE is informed;
- have in place suitable Platforms and procedures that prevent any use of the Games by the End Users that would be in breach of any license condition;
- ensure that any operational database will be physically based on operational servers outside the Excluded Territories;
- ensure that transactions will be generated from sources based outside the Excluded Territories.

5.5. LICENSEE hereby indemnifies LICENSOR and holds it harmless against all losses, costs, damages and claims arising from its use of the Platform and Games or arising from the inability to use the Platform as a direct or indirect result of the exercise by LICENSOR of any of its rights under this Agreement, or the exercise of any remedy available to LICENSOR as a result of a breach by the LICENSEE of any provision of this Agreement.

5.6. LICENSOR hereby indemnifies LICENSEE and holds it harmless against all losses, costs, damages and claims arising from any third party for the infringement of its rights upon the Games or the exercise of any remedy available to LICENSEE as a result of a breach by the LICENSOR of any provision of this Agreement.

5.7. LICENSEE shall be solely responsible for determining jurisdictions in which it chooses to accept and/or to receive monies in respect to the Games licensed herein, provided that LICENSEE agrees that it will not solicit monies from any jurisdiction, where it is legally prohibited to do so.

5.8. Records: LICENSEE will maintain, in accordance with generally accepted accounting principles in LICENSEE's jurisdiction of incorporation, complete and accurate books and records in respect of its operation of the Games licensed herein, and the Monthly Gross Income, and all amounts received and paid in connection therewith, and all the Royalty fees due or paid to LICENSOR.

5.9. Audit: LICENSOR shall have the right, upon at least 90 calendar days' prior written notice to LICENSEE, no more often than once in any 12 (twelve) month period, to appoint an independent third party

to examine LICENSEE's books and records as they relate to the Games licensed herein, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the LICENSOR's expense, unless the audit reveals an underpayment greater than 10% (ten per cent) by LICENSEE, in which case the audit shall be at the expense of LICENSEE. LICENSEE shall forthwith pay the amount of any deficiency identified by the audit to LICENSOR.

5.10. Limitation: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE GAMES ARE PROVIDED AND LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith BY LICENSOR.

5.11. Parties hereto represent, warrant and covenant that they:

- (a) have full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and each may be an independent party to a lawsuit;
- (b) have full power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated by this Agreement and to be executed by them; have full power and authorization to consummate the transaction contemplated by this Agreement;
- (c) this Agreement is lawfully and duly executed and delivered by each of the Party; this Agreement constitutes lawful and binding obligations, enforceable against each of the Party according to the terms of this Agreement;
- (d) execution, delivery and performance of this Agreement by each of the Party do not (i) violate their relevant articles of association or any other constitutional documents (for legal persons), (ii) conflict with any agreement or contract or other document to which Parties are subject, or (iii) violate or conflict with any applicable law.

6. INTELLECTUAL PROPERTY

6.1. All Intellectual Property Rights in and to the Games, in any Upgrade and in all additions, corrections, and improvements thereto, Platform, other gaming software and in any other proprietary software provided by LICENSOR to LICENSEE will at all times remain the property of Game Providers, LICENSOR (if applicable) or of any its licensors. The intellectual property rights in all work done by LICENSOR or its contractors for LICENSEE remain with LICENSOR and are licensed to LICENSEE hereunder together with the Games.

6.2. Either Party also covenants with other Party that at any time after termination of this Agreement, it shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights, that belong to the other Party or infringe any of the Intellectual Property Rights of other Party.

7. ASSIGNMENT AND CHANGE OF OWNERSHIP

7.1. Save as expressly provided herein, LICENSEE shall not assign, sub-license or otherwise transfer this Agreement whether in whole or in part, without LICENSOR's prior written notice.

7.2. LICENSEE agrees that it shall provide LICENSOR with at least 10 (ten) business days' advance notice in writing of any pending change to the LICENSEE's beneficial ownership (the "Ownership Notice").

8. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

8.1. Each Party undertakes to and agrees with the other Party as follows:

8.1.1. to hold any Confidential Information disclosed by, belonging to or about the other Party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorized and permitted pursuant to the terms of this Agreement), without the other Party's prior written consent;

8.1.2. to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement only;

8.1.3. upon written demand from the other Party to either return to the other Party the Confidential Information disclosed by, belonging to or about the other Party (and any copies) or to confirm to the other Party in writing that it has been destroyed.

8.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement, for 3(three) years.

8.3. Each Party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 8.

9. TERMINATION

9.1. This Agreement shall come into force upon the signing and shall be valid for 1(one) year with auto prolongation for another 1 (one) year term, unless terminated by either Party.

9.2. This Agreement may be terminated by one Party (the "Aggrieved Party") forthwith by written notice to the other Party where any one, or more, of the following events occur:

9.2.1. the other Party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within 10 (ten) business days of the Aggrieved Party giving notice to the other Party to remedy such failure;

9.2.2. if any bankruptcy or insolvency proceedings are commenced against the other Party (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause), or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the other Party or the other Party's creditors or any class of them.

9.3. LICENSOR may terminate this Agreement forthwith on giving written notice to LICENSEE, if any of the following events occur:

9.3.1. LICENSEE attempts to use, the Games in any manner or form that is illegal, or that is reasonably likely, in the sole opinion of LICENSOR, to result in the Games, LICENSOR or LICENSOR's licensors, disrepute, or have a material adverse effect on the goodwill of LICENSOR (including any Trade Mark) or the Games;

9.3.2. no real money wager is made on any of the Games by an End User during any continuous 30 (thirty) calendar days' period upon the Launch Date.

9.4. LICENSOR may, within 60 (sixty) calendar days following receipt by LICENSOR of the Ownership Notice (as defined in clause 7.2 above), immediately terminate the Agreement by sending a written notice to LICENSEE.

9.5. Either Party may terminate this Agreement without cause by giving the other Party not less than 30 (thirty) calendar days' written notice of termination.

10. EFFECT OF TERMINATION

10.1. Upon termination of this Agreement for whatever reason:

10.1.1. LICENSEE shall promptly return to LICENSOR all of the Games and all Intellectual Property Rights licensed, supplied or delivered by LICENSOR to LICENSEE pursuant to this Agreement and all copies of the whole or any part thereof, and the Parties shall promptly return to or, if requested by the other Party, destroy any Confidential Information belonging to the other Party, and, if requested by LICENSOR, LICENSEE shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored;

10.1.2. LICENSOR shall be entitled to cease providing any services to LICENSEE, and to cease operating any hardware and software that is being operated for LICENSEE by or on behalf of LICENSOR under this Agreement, and delete all or any part of its Games from any place of installation thereof;

10.1.3. LICENSEE shall cease to use LICENSOR's or its licensor's trade secrets and technical know-how.

10.2. Any termination of this Agreement (howsoever occurred) shall neither affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof, which is expressly or by implication intended to come into force or continue in force on or after such termination.

11. GAMING BY LICENSEE

11.1. LICENSEE, its officers or employees at whatever level shall not make real money wagers on any of the Games. LICENSEE undertakes to use all reasonable endeavours to enforce this restriction.

12. LIABILITY

12.1. Nothing in this Agreement shall exclude or restrict liability for fraud, or death or personal injury resulting from the negligence of either Party or their servants, agents or employees.

12.2. Neither Party shall be liable to the other for any indirect, consequential or special damages or loss of profits or any other pure economic loss arising out of or in connection with this Agreement.

12.3. Save for any Royalty Fees owing, which shall remain due and owing until paid, each Party's liability to the other, whether in contract, tort or otherwise (including negligence) shall be limited to a cumulative sum of € 200,000 (Two hundred thousand Euro) for all causes arising out of this Agreement.

12.4. The LICENSEE will at all times be liable for, indemnify, keep indemnified and hold harmless the LICENSOR and any of its affiliates (together with their respective employees, officers, subcontractors and agents) (each an **Indemnified Party**) from and against any and all losses of any nature whatsoever incurred or suffered by any Indemnified Party in any way arising from:

- the use of the Games by End Users and LICENSEE other than in accordance with the terms of the Agreement;
- any claim brought against any Indemnified Party by any End User, save for where directly caused by the LICENSOR's breach of the Agreement or by the LICENSOR's negligence; or
- any fault, error or malfunction in a Game (or any part thereof) caused by or attributable to any failure or error in any hardware or software, which results in monies being paid out incorrectly to End Users as winnings (whether the amount of winnings is incorrect or winnings are paid when not in fact due).

12.5. The LICENSOR will at all times be liable for, indemnify, keep indemnified and hold harmless the LICENSEE and any of its affiliates (together with their respective employees, officers, subcontractors and agents) (each an **Indemnified Party**) from and against any and all losses of any nature whatsoever incurred or suffered by any Indemnified Party in any way arising from:

- the claims for infringement of Intellectual Property Rights upon the Games of any third party by LICENSEE whether it acts in accordance with the terms of the Agreement.

13. SUPPORT

13.1. LICENSOR will use its reasonable commercial endeavours to provide LICENSEE with a reasonable technical back-up and support for the Games, provided that LICENSEE is using the latest Upgrades and is adequately staffed with reasonably competent personnel.

The Parties have agreed to use the following contact details for support-related issues

Details	For LICENSOR	For LICENSEE
Email Address	support@infingame.com	rg@uno-dm.com
Contact Hours	10:00-19:00 (UTC +2)	10:00-19:00 (UTC +2)

14. NOTICES

14.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

14.1.1. To LICENSEE at:

Email: rg@uno-dm.com

14.1.2. To LICENSOR at:

Email: fin@infingame.com, legal@infingame.com

14.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.

15. MISCELLANEOUS

15.1. Sections and Headings. Division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or an Appendix refers to the specified section of or Appendix to this Agreement.

15.2. Terminology. Terms of computer or software terminology, which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.

15.3. Number, Gender and Persons. In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

15.4. Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns.

15.5. Force Majeure. Except in relation to the obligation of LICENSEE to make Royalty payments under this Agreement, a Party will neither be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfil any terms or provisions hereof, if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that Party and which could not have been prevented by that party exercising reasonable diligence.

15.6. Sub-Contracting. LICENSOR shall be entitled to use sub-contractors to provide the Services or any part thereof.

15.7. Data Protection. Parties hereby undertake to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

15.8. Entire Agreement. This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No statements or representations made by either Party have been relied upon by the other in agreeing to enter into this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

15.9. Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.

15.10. Waiver. Any forbearance delay or indulgence by either of the Parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right, power or remedy available to that Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

15.11. Governing Law; Arbitration. This Agreement shall be governed and construed in accordance with valid legislation of England and Wales. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

15.12. This Agreement may be entered into in any way and any form not prohibited by the law of England and Wales. This Agreement also may be concluded by exchanging scanned copies signed by the Parties exemplars of Agreement by email or any agreed on the Parties communications tools.

SIGNATURES

LICENSOR

Dreamtek Solutions B.V.

By Managing Director
Capital Trust Corporation N.V.

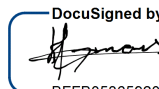


Managing Director
Roland E.G. de Mei

LICENSEE

Uno Digital Media B.V.

By Managing Director
Kurason Trust Curacao N.V.



Managing Director
Jonathan Marshall Ruwel Heymans

APPENDIX A**TO THE SOFTWARE LICENSE AGREEMENT****BETWEEN Dreamtek Solutions B.V. and Uno Digital Media B.V. dated 23.02.2022****Agreed commercial terms:**

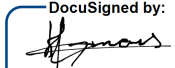
Integration Fee	waived
Set-Up Fee	waived
Minimum Royalty Guarantee	waived

Game Provider or Game Provider Brand	Royalty	Bonus Deduction Cap
Betsoft	9.5% (9.5 percent) from GGR *	10%
Booongo	10% (10 percent) from GGR *	10%
EGT	12.5% (12.5 percent) from GGR *	—
Playson	10% (10 percent) from GGR *	10%
RubyPlay	10% (10 percent) from GGR *	---

* GGR – Gross Gaming Revenue

SIGNATURES**LICENSOR****Dreamtek Solutions B.V.**By Managing Director
Capital Trust Corporation N.V.

Managing Director
Roland E.G. de Mei**LICENSEE****Uno Digital Media B.V.**By Managing Director
Kurason Trust Curacao N.V.

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Managing Director
Jonathan Marshall Ruwel Heymans