

**LICENSE AGREEMENT FOR THE USE OF GAMES No. 112ON-2023**

September 1, 2023

**PIZATO LTD** (Republic of Cyprus, registered under number HE376617, having its registered office in Charalambou Mouskou, 20, ABC BUSINESS CENTRE, Floor 1, Flat 108, 8010, Pafos, Cyprus), represented by the Director, Mazarkina Valentina, hereinafter referred to as the "Licensor". on the one part, and,

**Uno Digital Media B.V.** (registered under number 157147 (O), having its registered office in Johan van Walbeeckplein 24, Curacao), hereinafter referred to as the "Licensee", in the person of KURASON TRUST CURACAO N.V., Managing Director, on the other part, hereinafter collectively referred to as the "Parties" and individually as the "Party", have concluded this Agreement upon the following:

**Definitions:**

«**Games**» - software

«**Operators**» - means the Licensee's clients, who are sub-licensed under this Agreement by the Licensee to use the Games in the operation of such clients' interactive gaming businesses.

«**End User and End Users**» - means one or more of the Licensee's and/or the Operators' players who use their services.

«**Player**» - a consumer of the services of the Licensee and the Operator

**1. Subject of the Agreement**

**1.1.** The Licensee shall provide API (application programming interface) for integrating slot games, hereinafter referred to as the Licensor's "Games". On the other part, the Licensor shall integrate its Games into the existing Licensee's API and shall provide them to the Licensee on a non-exclusive basis and subject to the terms and conditions stipulated herein, with the possibility to assign (grant a sublicense) its rights to Operators.

**1.2.** The Licensee shall make an monthly payment (license fee) to the Licensor for the provided proprietary rights of access to the data base (application programming interface) for the purpose of integrating slot games on the terms and conditions contained in this Agreement.

**2. Grant of License to Use the Games**

**2.1.** Herewith the Licensor grants to the Licensee the right to have a possibility to use the Games listed in Annex No.2.

**2.2.** The Licensee shall use the Games exclusively for the purpose of providing gaming Internet services to End User and Operators.

**2.3.** The Licensee has the right to use the Games only in furtherance hereof.

**2.4.** The terms and conditions of the use of the Games are as follows:

- The Games for which the right of use is granted shall be listed in and transferred under the Transfer and Acceptance Act (Annex No.2) to the Licensee on a non-exclusive basis, provided that the Internet resources, where the Games are to be placed, will be coordinated with the Licensor.

**3. Support Services**

**3.1.** The Licensor shall undertake all measures (within reasonable limits) to provide continued support of the Games, 24 (twenty-four) hours a day, 7 (seven) days a week, in case of possible failures, errors and other circumstances beyond the Licensor's control. Also, there are no guarantees of granting access continually and at any time; and the Licensor shall not be liable to the Licensee or to any third party for lack of access to the Games, if any Internet access interruptions or problems with connection are caused by a third party and are not a result of the Licensor's act or failure to act. The Licensee shall be liable for ensuring appropriate Internet connection to maintain accessibility of the Games.

**3.2.** The Licensor has the right to make necessary changes to the Games at any time and without prior notice to the Licensee, if such changes do not affect general nature and quality of a game; the Licensor has also the right to modify the Games with amending the terms and conditions of use and/or compliance with licensing requirements.

**4. Duration and Termination of the Agreement**

**4.1.** The license shall be granted on the following terms and conditions:

**4.1.1.** This Agreement shall come to effect when signed by authorized representatives of the both Parties and shall be valid till December 31, 2024

**4.1.2.** The Parties have the right to terminate the Agreement by mutual written consent before the expiration date of the Agreement. In this case the Party which chooses to terminate the Agreement shall notify the other Party of its wish in writing 14 (fourteen) calendar days in advance.

**4.1.3.** If, 14 (fourteen) calendar days before the expiration of the contract, neither party notifies in writing of its desire to terminate this Agreement or to alter its terms and conditions, the Agreement is automatically extended for 12 months.

**4.2.** The Licensor has the right to terminate this Agreement at any time by sending the Licensee for 14 (fourteen) calendar days a written notice of termination in the following cases:

**4.2.1.** The Licensee carries out its activities in violation of the applicable legislation, which regulates its activities or conducting of gaming.

**4.2.2.** The Licensee stops using the Games on an ongoing basis.

**4.2.3.** The Licensee commits any serious breach of the provisions of this Agreement; when it is possible to cure the breach the Licensee does not cure it within 14 (fourteen) working days after receiving a written notice from the Licensor to cure the breach. The decision on capability of such breach to be cured is left to the discretion of the Licensor. If the Licensor considers that such breach is capable of being cured and sends a relevant notice of breach to the Licensee, this notice shall contain a clear sign of the Licensor's intention to terminate this Agreement if the Licensee fails to cure the breach.

**4.3.** When this Agreement expires the Licensee shall return to the Licensor the materials on the Games, all full or partial copies of the Games and their storage media (if there are any), on which the Games were delivered to the Licensee; the Licensee shall also delete the Games, their derived objects, components and applications from the Licensee's hardware and any magnetic media on which the Games are kept; and the Licensee shall provide the Licensor with a written confirmation of deleting the Games.

**4.4.** The Licensor has the right to terminate this Agreement if the Licensee delays the payments referred to in Article 5 herein and such delays exceed 14 (fourteen) working days. In this case the Licensor shall provide the Licensee with a written notice of intended termination 14 (fourteen) working days in advance.

**4.5.** Termination of this Agreement (for any reason) shall not be a ground for cancellation of the acquired rights or obligations of any of the Parties, as well as it shall not be a ground for not entering into force or effect of any provisions of this Agreement that directly or indirectly indicate their entry into force or effect during or after termination of this Agreement.

## **5. The Fee Paid Under This Agreement**

**5.1.** The Licensee shall pay the Licensor a monthly fee (hereinafter referred to as the "License fee") in the following amount:

- 10% (ten percent) of the gross proceeds received as a result of the use of the Licensor's Games - when the gross proceeds are 0 to 100,000.00 Euros;

- 9% (eleven percent) of the gross proceeds received as a result of the use of the Licensor's Games - when the gross proceeds are 100,001.00 Euros and above.

**5.2.** The gross proceeds received as a result of the use of the Games means an amount of money paid by all the players when using the Licensor's Games excluding the sum of actual wins of the players (i.e. Total Bet — Total Win).

**5.3.** The License fee shall be paid every month after the Licensee receives an invoice issued by the Licensor; it shall be paid within 5 (five) working days starting from the invoice issue date.

**5.4.** All amounts of fees and payments under this Agreement shall be paid in Euros by transferring money to the Licensor's settlement account. The payment obligations of the Licensee shall be deemed fulfilled as of the date the transaction is received to the Licensor's settlement account.

**5.5.** Services are considered to be provided by the Licensor and accepted by the Licensee from the moment the Licensor draws up an act of services rendered unilaterally

**5.6.** In case the Licensee receives payments related to the use of the Licensor's Games in another currency, including Bitcoin, then monthly payments due under this Agreement to the Licensor for the previous month shall be converted into Euros.

**5.7.** The conversion rate by agreement of the Parties shall be established based on the data of the Google Finance service as of 00:00 GMT on the 1st day of the current month.

**5.8.** Payment under the Contract may be made to the settlement accounts of the exporter (Licensor) by third parties.

## **6. Copying**

**6.1.** The Licensee shall be prohibited from making copies of the Games either in part or in whole for any reason.

## **7. Modification**

**7.1.** Modification of the Games at any time shall be allowed only to the Licensor - on its own initiative, for any other reasons or upon reasonable request of the Licensee.

**7.2.** The Licensee shall be prohibited from translating, adapting, altering, modifying, separating, decompiling or reproducing (by means of reengineering) the Games, their components, applications or derivative programs.

## **8. Proprietary Rights**

- 8.1. Without prejudice to the granted rights to use the Games provided to the Licensee under this Agreement, the Parties confirm and agree that the sole and exclusive owner of the Games shall be the Licensor.
- 8.2. The Licensee shall promptly notify the Licensor of any unauthorized use of all the Games or parts thereof that the Licensee becomes aware of.

### 9. Intellectual Property Rights

- 9.1. The Parties agree that the Licensor, being the sole owner and developer of the Games, shall retain all intellectual property rights to the Games.
- 9.2. Notwithstanding the above, if any third party submits a claim against the Licensee stating that the Games or their use violate the intellectual property rights of that third party, the Licensee shall in a prompt and timely manner notify the Licensor of receipt or existence of such a claim. When the Licensor is notified of such a claim, the Licensor shall arrange protection against such a claim at its own expense. In these circumstances the Licensee shall provide all necessary assistance with respect to this protection.
- 9.3. If in the reasonable opinion of the Licensee the use of the Games becomes or may become a subject of a claim of intellectual property infringement under the lawsuit, the Licensor shall be entitled to replace or modify the Games in such a way as to ensure that there is no infringement of rights of any third party. Such modification shall not require the Licensee's consent or approval, if as a result of such changes the Games maintain their compliance with the defined Specifications.

### 10. Guarantees

- 10.1. The Licensor guarantees that the Games meet the Specifications stated in Annex 2 to this Agreement.
- 10.2. Within the limits of the legislation in force, the Licensor:
- 10.2.1. Refuses any other guarantees with respect to the Games, expressed or implied, including (without limitation) any implied guarantees of quality, fitness for a particular purpose or ability to achieve a particular result;
- 10.2.2. Does not provide any guarantees of the absence of errors in the Games or the uninterrupted use of the Games at any time; and the Licensee acknowledges and agrees that the existence of such errors does not constitute a breach of this Agreement.
- 10.3. The both Parties shall assist each other in fulfilling their obligations under this Agreement in order to ensure effective fulfillment of their obligations.
- 10.4. The Licensor shall take all necessary measures with respect to its products and services for their use at any time solely in accordance with the applicable laws, regulations and standards (particularly, the current legislation regulating gaming and betting), in particular with respect to the provision of services by the Licensee to end-users.
- 10.5. The Licensee guarantees that it possesses all the necessary permits of regulatory, administrative and other authorities, including licenses for betting or gaming, trade permits and licenses, in order to offer: the use of the integrated Games and the betting in jurisdictions, where the Licensee provides such services to end users, and also guarantees the validity of such licenses and permits.
- 10.6. The Licensee represents and warrants to the Licensor that the Licensee operates only in jurisdictions where its activities are not prohibited by the legislative and/or regulatory acts of that state. The Licensee also represents and warrants to the Licensor that the execution, conclusion and performance of this Agreement by the Licensee in connection with the provision to end users the services for the use of gaming and betting does not violate, will not violate and will not lead to violation of any provisions of: the legislation of the Licensee's country of registration or permits issued by government authorities.
- 10.7. The Licensee shall protect the Licensor from any claims and liabilities and shall reimburse to the Licensor the costs, damages and expenses that may be incurred by the latter, directly or indirectly, as a result of any failure to comply with such applicable legislative acts, regulations and standards.

### 11. Confidential Information

- 11.1. Each Party recognizes that in connection with the relationship with another Party under this Agreement, this Party may access certain information and materials relating to economic activities, plans, trade and commercial secrets of the other Party, know-how, client base, user data, product architecture, data structure, algorithms, codes, information of a confidential nature and/or general information of a technical or business nature or otherwise related to economic activities or operations of any of the Parties, which are essential for that Party (hereinafter referred to as the "Confidential information") and the value of which can be reduced if such Confidential information will be disclosed to third parties.
- 11.2. Each Party shall at all times maintain confidentiality of information in the same manner as this Party protects its own information of a similar nature, and shall apply all reasonable measures to ensure that the directors, employees, professional advisers and trustees of this Party maintain the confidentiality of terms and conditions of this Agreement, as well as the Confidential information of the transmitting Party. Furthermore, such measures shall in no case be less strict than the measures that comply with the standard requirements of due diligence and discretion in protecting the mentioned above Confidential information. Each Party shall at any time provide and use the Confidential information solely for the purpose of performing this Agreement or with a written permission of the transmitting Party (and shall make every reasonable effort to ensure that the above requirement is met by directors, employees, professional advisers and trustees)

**11.3.** Each of the Parties hereby shall promptly notify the transmitting Party of any known case of breach of confidentiality and shall provide the transmitting Party with all necessary assistance in connection with the litigation proceedings that the transmitting Party may initiate against any person for the breach of confidentiality.

**11.4.** Notwithstanding any other provisions of this Agreement, the Confidential information shall not include the information that:

**11.4.1.** is or subsequently becomes well-known not through the fault of the receiving Party;

**11.4.2.** was already known to the receiving Party at the time of its transmission;

**11.4.3.** was received by the receiving Party in a legal way from a third party without restrictions on the transmission of this information;

**11.4.4.** was developed (with the possibility of documentary confirmation) by the receiving Party on its own.

**11.5.** The receiving Party has the right to transmit the Confidential Information in accordance with a judicial decision or demand of other state authorities, provided that the receiving Party provides the transmitting Party with a prior notice within a reasonable time before the transmission of such information and, if possible, receives a protection order or an equivalent document.

**11.6.** The receiving Party shall return to the transmitting Party all the records, notes and other written, printed or other physical materials containing the Confidential information and being in possession of the receiving Party, or shall destroy such information and copies at a written request of the transmitting Party or upon termination of this Agreement. Return of materials shall not free the receiving Party from meeting other terms and conditions of this Agreement.

**11.7.** The obligations provided for in this Article 11 shall remain in effect irrespective of the possible cancellation of the license or termination of this Agreement.

## **12. Data Protection**

**12.1.** The Parties shall comply with the provisions of the current legislation on data protection and any related or subordinate acts to the extent that the current legislation on data protection is applicable to the provisions and obligations of this Agreement.

## **13. Transfer of Rights**

**13.1.** Hereby the Licensee shall be specifically prohibited from transferring, assigning or granting in any other way its rights, licenses and obligations under this Agreement to third parties.

**13.2.** Any transfer or assignment of rights and obligations by the Licensee in violation of this Article 13 shall be deemed null and void.

## **14. Force Majeure**

**14.1.** Notwithstanding any other provisions of this Agreement, neither Party shall be liable for failure to perform its obligations hereunder (except for payment obligations), if such failure was caused or arose as a result of circumstances beyond the reasonable control of the Party concerned, including (without limitation) the impossibility of execution or delay due to natural disasters, fire, flood, riots, war, labor disputes of any kind (except for disputes involving own employees of the Party or employees of the associated company of that Party), explosion, civil unrest, malicious damage, storm, hurricane, acts of the government or other regulatory authority, acts or omissions of persons or authorities for whose actions the affected Party is not liable, as well as any other circumstances beyond the reasonable control of the Party concerned.

**14.2.** If any of the above circumstances has affected the ability of either Party to fulfill its obligations under this Agreement during its term, the terms of performance of obligations are extended for the period of validity of such circumstances.

**14.3.** If either Party is unable to fulfill its obligations under this Agreement, this Party shall within three working days notify the other Party thereof in writing specifying the start date, duration and termination of the above circumstances.

**14.4.** If the affected Party does not provide a notice in accordance with Article 14.3 of this Agreement or delays beyond the deadlines specified in Article 14.3, this Party loses its right to invoke any of the circumstances / events listed in Article 14.1.

## **15. Notices**

**15.1.** Except for purchase orders, confirmations, invoices, payment and other ordinary and regular documents transferred by the Parties to each other, all other notices or letters provided by the Parties hereunder, including (without limitation) notices of non-compliance or breaches of provisions, shall be signed by an authorized representative of the sender, transferred to the relevant contact persons (who can be replaced by sending a written notice to the other Party), and shall be considered received:

- in case of a personal transfer to the specified persons by the representative of the sender;
- in five working days after sending by the registered mail of the first class with confirmation of delivery and prepayment of postal expenses;
- immediately upon sending by electronic means of communication with a written acknowledgment of receipt;
- on the next working day after sending by courier express mail with a written confirmation of delivery.

15.2. The documents sent by fax or email shall be treated as legally valid until the Parties exchange the originals of the relevant documents.

## 16. Legal Addresses the Parties

### Licensor:

**PIZATO LTD**

Company number: HE 376617

Address: Charalambou Mouskou, 20,  
ABC BUSINESS CENTRE, Floor 1, Flat 108  
8010, Pafos, Cyprus

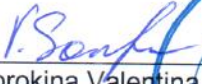
### Licensee:

**Uno Digital Media B.V.**

Company number: 157147 (O)

Address: Johan van Walbeeckplein 24, Curacao

For and on behalf of the Licensor:

  
Sorokina Valentina,  
Director



For and on behalf of the Licensee:

  
KURASON TRUST CURACAO N.V.  
Managing Director Seal

### Annex No. 1

to the License Agreement No. 112ON-2023  
of September 1, 2023

## General Provisions

The provisions specified in Annex No.1 to this Agreement shall be deemed an integral part of this Agreement shall be considered within the context of this Agreement and shall be binding upon the both Parties.

### 1. Severability of Provisions

If any of the provisions of this Agreement is annulled by law or declared by court to be illegal, invalid or unenforceable, the Parties shall review the terms and conditions of such provision in good faith. In the event that the Parties fail to reach a mutually acceptable agreement to replace such provision with a valid one, the invalid provision shall be severed from this Agreement (as necessary) and annulled, as far as possible without changing the remaining provisions of this Agreement. In this case, all other provisions of the Agreement shall remain in force and shall be subject to fulfillment in accordance with the initial terms, conditions and intentions of the Parties.

### 2. Applicable Law and Jurisdiction

Any disputes or disagreements which may arise out of or in connection with the present Contract shall be settled by negotiations. In case the negotiations fail, the disputes under the present Contract shall be referred to the Arbitration in the country of the respondent and under the laws of the country of the respondent.

The Licensor shall reserve the right to apply to a court to recover the amounts of the License fee under this Agreement, in any jurisdiction in which the Licensee carries out its economic activities or has assets.

The Licensor shall reserve the right to apply to a court for infringement of its intellectual property rights and confidentiality of information related to this Agreement or to other agreements, in any jurisdiction, if the Licensor has reasons to believe that breach of the provisions of this Agreement with respect to its intellectual property rights may take place.

The Licensee acknowledges that infringement or threat of infringement of the Licensor's intellectual property rights will cause the latter irreparable damage and, in this case, the Licensor is entitled to demand application of injunctions and other remedies that can prevent the threat of infringement or stop the infringement of the Licensor's intellectual property rights.

### 3. Amendment

Any changes or amendments to this Agreement shall be covered by a written agreement and shall be valid only upon signature by authorized persons or representatives of each of the Parties.

### 4. Integrity of the Agreement

The provisions of this Agreement, including its Annexes, shall supersede all earlier obligations, agreements and arrangements between the Parties. Nevertheless, the obligations of the Parties within the framework of any earlier concluded non-disclosure agreements shall remain in force, provided that they do not contradict the provisions of this Agreement.

### 5. Number of Copies

This Agreement may be executed in any number of copies, each of which is an original, if signed by an authorized person or representative of each Party, thereat such copies or duplicates together represent the same agreement between the Parties

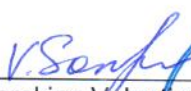
**Licensor:**

**PIZATO LTD**

Company number: HE 376617

Address: Charalambou Mouskou, 20,  
ABC BUSINESS CENTRE, Floor 1, Flat 108  
8010, Pafos, Cyprus

For and on behalf of the Licensor:

  
Sorokina Valentina,  
Director



**Annex No. 2  
to the License Agreement No. 112ON-2023  
of September 1, 2022**

**Licensee:**

**Uno Digital Media B.V.**

Company number: 157147 (O)

Address: Johan van Walbeekplein 24, Curacao

For and on behalf of the Licensee:

  
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KURASON TRUST CURACAO N.V.  
Managing Director



Annex No.2 to this Agreement shall be deemed an integral part of this Agreement shall be considered within the context of this Agreement and shall be binding upon the both Parties.

**Transfer and Acceptance Act**

Provided proprietary rights of access to the data base (application programming interface) for the purpose of integrating slot games, transferred under this Agreement shall include:

1. API to integrate the Games
2. the Licensor's Games:

Bingo Power  
Wild Fruit Jam  
MummyLand Treasures  
Big Bang  
Ancient Temple Gems  
5 Wild Wild Pepper  
Legacy Of Doom  
Hot Wild Pepper  
Northern Boom  
Pirate Jackpots  
Lucie's Cats  
Zombie Town  
Shogun's Fortune  
Sic Bo  
Africa Gold 2  
Lazy Monkey  
Christmas Jackpot  
Piggy Bank Scratch  
Halloween Jackpot  
88 Dragons Treasure  
Mix Fruits  
#boybonus of Maya  
Chicago Bang, Bang!  
Lucky Bank Robbers  
Bingo Soccer  
J. Monsters  
Hungry Caterpillars  
The Moneymania  
Golden Lemon

Full Moon Magic  
Richy Hog  
Princess Suki  
Witch School  
3x Super Peppers  
Cleo's Book  
Big Wild Buffalo  
Rockets  
TripleX Hot Pepper  
Irish Thunder  
Catch and Snatch  
Halloween Crystals  
Crystals Digger  
500 Juicy Fruits  
Fortune Craft  
Mayan Book  
Master Of Gold  
The Night Racing  
King of Jumping Scratch  
Lavish Joker  
20 Icy Fruits  
Lucky Roulette  
Book of Doom  
Monkey Jackpot  
20 Super Stars  
7 Fruits  
The Smart Rabbit  
Carousel  
Dracula Riches

Beauty and the Beast  
Frog Creek  
88 Bingo 88  
Just A Bingo  
88 Golden 88  
American Roulette  
European Roulette  
Halloween  
Blue Beard  
Greengrocery  
7 Days Spanish armada  
7 Days Anotherland

Maya Mystery  
Love Magic  
Sevens  
Super Sevens  
Elusive Gonzales  
Princess of swamp  
Escape from Alcatraz  
Piggy Bank  
Lucky Drink  
Lucky Drink In Egypt  
Africa  
Jewel

3. All the available versions of the Games listed in Article 2 of this Annex are in HTML5 (for mobile applications).

*Note: All the games that can be produced by the Licensor in future will be available for integrating into the Licensee's system.*

**Licensor:**

**PIZATO LTD**

Company number: HE 376617  
Address: Charalambou Mouskou, 20,  
ABC BUSINESS CENTRE, Floor 1, Flat 108  
8010, Pafos, Cyprus

**Licensee:**

**Uno Digital Media B.V.**

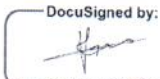
Company number: 157147 (O)  
Address: Johan van Walbeeckplein 24, Curacao

For and on behalf of the Licensor:

  
\_\_\_\_\_  
Sorokina Valentina,  
Director

 Seal

For and on behalf of the Licensee:

  
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KURASON TRUST CURACAO N.V.  
Managing Director Seal