

GAME CONTENT DISTRIBUTION AGREEMENT

This **GAME CONTENT DISTRIBUTION AGREEMENT** (this “Agreement”), is entered into this 14 day of September 2023 (the “Effective Date”), by and between

BOLERTECH GROUP LIMITED, a company formed in Hong Kong and having a principal address at Suite 1-2 34/F., 135 Bonham Strand Trade Centre, Sheung Wan, Hong Kong (“LICENSOR”), and

UNO DIGITAL MEDIA B.V., a company formed under the laws of Curaçao, with registration number 157147 and with offices at Johan Van Walbeeckplein 24, Willemstad, Curaçao (“COMPANY”).

COMPANY WEBSITE: n/a

COMPANY’S OPERATING WEBSITES: <https://ninecasino.com>

<https://cryptoleo.com>

<https://betonred.com>

WHEREAS, LICENSOR controls certain Internet gaming computer software known as “SpinLogic Gaming Casino Software” and is the worldwide master licensor of “RTG Slots Gaming Casino Software” which consists of certain types of casino game applications (the “Games”);

WHEREAS, COMPANY desires to distribute and otherwise make available the Game Content under its agency system from LICENSOR.

AGREEMENT

1. LICENSE.

(a) **License Grant.** LICENSOR hereby grants to COMPANY during the Term (defined herein) and within the Territory (defined herein), a non-exclusive license to distribute, use and sub-license the Game Content utilizing its system in accordance with Section 2 herein (the “License”).

(b) **Game Content.** The Game Content shall include all updates, enhancements, modifications, additions, and/or deletions (the “Updates”) made available by LICENSOR, or its designee, from time to time.

(c) **Support Services.** LICENSOR, or its designee, shall provide all Updates and necessary support services to maintain the Game Content for Company (the “Support Services”).

2. LICENSE FEE AND TERRITORY.

(a) **Amount.** For the grant of the License by LICENSOR, COMPANY shall pay to LICENSOR all monthly license fees from COMPANY’S distribution and use of the Game Content

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in accordance with the attached Schedule 1 (the “License Fees”). The License Fees shall be paid monthly, within fifteen (15) business days following the end of each such month and after an invoice has been generated by LICENSOR and delivered to COMPANY (the “Due Date”), to LICENSOR’s banking institution of choice, of which may change from time to time, at LICENSOR’s discretion. Failure to pay the License Fees by the Due Date will result in a late fee of 0.167% monthly (2% annum) (the “Late Fees”).

(b) **Taxes.** COMPANY shall be responsible for all taxes levied, including VAT, against and upon the Game Content due to this Agreement.

(c) **Territory.** The Territory of the License granted by this Agreement shall be the entire world, except as provided for in Sections 2.c (i) and 2.c (ii) directly herein below.

i. Company agrees to use the Licensed Programs only for entertainment purposes; provided, however, Company has all necessary proper valid government gaming license(s) to operate the Licensed Programs for gambling purposes to end users for each of its jurisdiction of operation at all times and abide by all applicable gaming laws. Specifically, for such gaming purposes, “end user” shall mean a visitor who wagers with the Licensed Programs and who is at least eighteen (18) years of age (or such minimum age as is necessary to legally place bets or wagers in the applicable jurisdiction) and who does not reside in or place bets or wagers from countries or territories that do not permit such wagers, including, without limitation, the Philippines, Costa Rica and Hong Kong. Bolertech shall not be liable for any improper or illegal use of the Licensed Programs by Company.

ii. Pursuant to, and in accordance with, Section 2.c (i) herein, Company shall be permitted to offer the Licensed Program in North America only as a standalone brand. For avoidance of any doubt, a standalone brand shall mean that the Licensed Program is made available on a Company owned URL and website where only Bolertech’s Games are offered and which are not aggregated with any other game suppliers ‘games.

3. Term and Termination.

(a) **Term.** The Term shall be for one (1) year commencing on the Effective Date herein (the “Term”) and shall automatically renew for subsequent renewal term(s) (the “Renewal Term(s)”) unless the Parties mutually agree in writing not to renew within sixty (60) days before the termination date of this Agreement or any Renewal Term(s).

(b) **Termination.**

(i) Either Party may terminate this Agreement before the end of the initial Term or any subsequent Renewal Term(s) for a material breach hereof by providing the Party alleged to have breached written notice with a chance to cure within fifteen (15) calendar days from receipt of said written notice. The Parties agree that a violation of any provision of Section 2 shall be considered a material breach.

(ii) LICENSOR may terminate this Agreement immediately before the end of the initial Term or any subsequent Renewal Term(s) if COMPANY is Idle

(as defined herein) after six (6) months or more. “Idle” shall be defined as either:

- (A) COMPANY having no activity with the Game Content or COMPANY having zero or a negative Gross Gaming Revenue (as defined in Schedule 1 attached hereto); or
- (B) COMPANY’S average Monthly License Fee after 6 (six) months is less than €25,000.00 (twenty five thousand Euros) per month, from the Go-Live Date, wherein the “Go-Live Date” is defined as the earliest date in which COMPANY is able to offer its end users real money game play. In such case LICENSOR will notify COMPANY in order to renegotiate the Monthly License Fee or terminate the Agreement.

- (iii) (iii) Notwithstanding clauses (i) and (ii) above, either Party may terminate this Agreement at any time before the end of the initial Term or any subsequent Renewal Term(s) by providing the other Party with sixty (60) days’ prior written notice.

(c) **Effect of Termination.** Upon termination for any reason of the Term of this Agreement or any subsequent Renewal Term(s) (the “Termination Date”), COMPANY shall within five (5) calendar days of such Termination Date, return to LICENSOR all copies of the Game Content, and all copies of technical materials, brochures, marketing materials and the like, and shall immediately cease distribution and use of all Game Content.

4. **GENERAL PROVISIONS.**

(a) **Independent Contractors.** The relationship of LICENSOR and COMPANY established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to constitute that the Parties are partners, joint venturers, co-owners or otherwise as participants in any joint venture or common undertaking.

(b) **Confidentiality of Agreement.** The Parties agree that the terms and conditions of this Agreement and all other Confidential Information (as defined herein) shall be treated as confidential information. “Confidential Information” shall mean information related to the proprietary and confidential business, information, and activities of the other Party, including such Party’s trade-secrets, financial information, and any information identified or marked as “confidential.”

(c) **Governing Law.** This Agreement shall be interpreted under the laws of England and Wales.

(d) **Successors and Assigns.** This Agreement shall not be assigned or transferred by COMPANY, without prior written consent of LICENSOR, which shall be at LICENSOR’s sole discretion. LICENSOR may assign this Agreement at its sole discretion by providing notice to COMPANY.

(e) **Severability; Waiver.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. The waiver by a Party of a breach of any provision of this Agreement by another Party will not be considered as a waiver of any other or subsequent breach. All waivers must be in writing.

(f) **Headings.** The headings used herein are intended for convenience only and shall not be deemed to supersede or modify any provisions.

(g) **Counterparts.** This Agreement and any Schedule may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile, e-mail, or any other electronic or digital means shall be deemed an original.

(h) **Modifications.** No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

(i) **Entire Agreement.** This Agreement, including any Schedules, constitutes the entire agreement between the Parties and supersedes all other agreements or discussions, oral or written, relating to the provision of any services and the distribution and use of the Game Content.

(j) **Translated Agreement.** This Agreement, along with any Schedules, may be translated into a second language and executed by both Parties. However, in such event, if there is any conflict between the two language agreements, the Parties agree that the English version will control.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto duly executed this Agreement as of the Effective Date first set forth above.

BOLERTECH GROUP LIMITED

By: 

Name: Pablo Nájjar Rojas

Title: Director

UNO DIGITAL MEDIA B.V.

By: Kurason Trust Curaçao N.V.

Name: Jonathan Marshal Ruwel Heymans

Title: Managing Director

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SCHEDULE 1**License Fees payable to LICENSOR****Royalty Rate** (for SpinLogic Gaming games to be used in non-US aggregation)

Gross Gaming Revenue	Applicable Percentage(s)
€1+	8%*

***Monthly License Fee** shall be: eight percent (8%) of all monthly Gross Gaming Revenue (as defined herein) generated by COMPANY under this Agreement (the “Monthly License Fee”). “Gross Gaming Revenue” shall be mean the gross gaming profit generated by COMPANY from distribution and use of the Game Content during a calendar month. If for any reason COMPANY’s Gross Gaming Revenue in any given month is a negative amount, then no Monthly License Fee shall be due. However, no negative amounts for COMPANY’s Gross Gaming Revenue shall be carried over, or carried forward, from one calendar month to any subsequent or previous calendar month.

However, if after 6 months of operation, COMPANY do not reach €25.000,00 (twenty five thousand Euros) in Gross Gaming Revenue, LICENSOR will have the option either to renegotiate the Monthly License Fee or terminate the agreement.

Jackpots, Bonuses and Free Spins: LICENSOR shall not be responsible for payment to COMPANY’s end-users or directly to COMPANY for any jackpots, bonuses, or free spins, which are provided by COMPANY. If COMPANY wishes to have access to LICENSOR’s Jackpot games, COMPANY shall be required to pay a deposit to LICENSOR in the amount of €1,000 (one thousand Euros) (the “Deposit”). The Deposit shall be paid at least seven (7) calendar days before COMPANY is provided access to the Jackpot games.

SCHEDULE 2**DUE DILIGENCE FORM****1. Basic Company information:****1.1. Full Registered Name:**

Uno Digital Media B.V.

1.2. Registered Office Address of the Company (including State and Country):

Johan Van Walbeeckplein 24, Willemstad, Curaçao

1.3. Legal Nature of the Company (e.g., Corporation, Partnership, Limited Liability Company, etc.):

Private Limited Liability Company

1.4. Company Registration Number:

157147

1.5. Company Date of Incorporation:

March 23, 2021

1.6. Details of the Contact Person (the person duly authorized to provide the information contained herein on behalf of the Company):

Name: Jonathan Marshall Ruwel Heymans

Residential Address: Menegradeweg 15, Willemstad, Curaçao, LP52

Position: Managing Director

Date of Birth: 14/12/1983

Place of Birth: Curaçao

Passport number and Country of Issuance: The Netherlands, passport No. NNJ04B4H1

Nationality: Dutch

Cell phone: E-mail: legal@uno-dm.com Jonathan@keyfinmanagement.com**2. Please provide a list of director(s) and persons legally authorized to represent the company:**

Name	Title	email
Jonathan Marshall Ruwel Heymans	Managing Director	legal@uno-dm.com Jonathan@keyfinmanagement.com
		fin@uno-dm.com
		compliance@keyfinmanagement.com


