



“FAZI” d.o.o.
Br.: 1715/23
23.10.2023 god.
BEOGRAD (VOŽDOVAC)

Dated 23/10/2023

Fazi Doo

Uno Digital Media B.V.

SOFTWARE LICENCE AGREEMENT
for the limited, non-exclusive use of online casino software

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THIS SOFTWARE LICENCE AGREEMENT ("the Agreement") is made effective on this day **23/10/2023** ("the Effective Date")

Between

FAZI doo Beograd, a company incorporated and registered under the laws of Serbia, with registration number 20054751, and having its registered office address at Ustanička 170V, local L2/I, 11010 Belgrade, Serbia, represented hereby by authorised legal representatives Mr. Bojan Mitic and Mr. Dusan Jevtic

And

Uno Digital Media B.V. ("Licensee"), a company duly incorporated in Curaçao under company registration number 157147 with registered office at Johan Van Walbeeckplein 24, Willemstad, Curacao herein represented by its duly authorised Managing Director Jonathan Marshall Ruwel Heymans;

hereinafter referred to collectively as the "**Parties**", and individually as the "**Party**"

Whereas

- FAZI is in the business of developing online gaming software and is the sole and rightful owner or controller of all rights, hereinafter called "Licensed Software";
- Licensee holds licences and operates various gaming sites, hereinafter called "Gaming Site", as further described in Addendum 2 through which Licensee would like to offer Licensed Software;
- The object of the Agreement is the license for the use of the Licensed Software granted by FAZI to the Licensee pursuant to the terms of this Agreement within the Territory.
- FAZI hereby grants a non-exclusive, non-licensable, non-assignable and, subject to Clause 9, a non-transferable license for the Licensed Software to be used by Licensee solely for the purpose of Licensee's business activity within the Territory and in accordance with the terms and conditions set out in the Agreement.

NOW THEREFORE IN CONSIDERATION FOR THE MUTUAL COVENANTS EXPRESSED HEREIN IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1. In this Agreement, and in any following relevant communication, words and expressions, indicated with capitalized letter, shall have the following meanings:
 - 1.1.1. Banking Day: means a day declared as public holiday in Serbia.
 - 1.1.2. Bonus: means costs for promotional activities (including, but not limited to, free bets, free rolls, free spins, free chips, bonus money on deposit, bonus money on registration, bonus-based loyalty programs, tournament prizes, credits for playing the Games on the Licensee's Gaming Site).
 - 1.1.3. Confidential Information: means this Agreement and any material and/or information

communicated between the Parties pursuant to this Agreement, which may come in the possession of either Party and is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, including, without limitation, all financial, business and personal data relating to other Party clients, any non-public information about associates, affiliates, subsidiaries, consultants, directors and employees of the other Party or its, business and marketing plans, strategies and methods, studies, charts, plans, tables and compilations of business industrial information, computer software and computer technology whether patentable, copyrightable or not, trade secrets, marketing, know-how, which is acquired or developed by or on behalf of the other Party or its affiliates and associates from time to time.

- 1.1.4. **Documentation:** means the documentation, technical specifications, and user manuals relating to the use of the Licensed Software delivered to Licensee in either printed or electronic form.
- 1.1.5. **Fees:** means the amounts payable by the Licensee to FAZI for specific services as set out in Clause 5 and in Addendum 1.
- 1.1.6. **Gambling Tax:** means only applicable mandatory gaming duties and/or taxes payable by the Licensee or Operator (as applicable) and shall exclude applicable Value Added Tax, withholding taxes, sales tax, income tax, import tax, and customs duties levied by any government authority, which shall all be payable by the Licensee or Operator in the manner and at the rate from time to time prescribed by law.
- 1.1.7. **Gross Gaming Revenue:** means for any given calendar month, the total revenue of a Gaming Site, represented by the difference between Player's total wagers less the Player's total winnings less Bonus.
- 1.1.8. **Hardware:** means all the necessary computers, routers, cabling, monitors, hard drives, back-up systems, and other equipment, as determined by FAZI in its absolute discretion, located at its co-location facilities, or other locations designated by FAZI as may be required in order to properly store, distribute and run the Licensed Software.
- 1.1.9. **Intellectual Property:** shall include generally all inventions, designs, processes, formulae, notations, improvements, all financial information of Licensor, know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, 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 system particularly and without limitation, the source code and architecture of software, look and feel of software, and trade secrets including details of performance or design of the system or any part of the system.
- 1.1.10. **Intellectual Property Rights:** mean all intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case and in any part and/or jurisdiction of the world and whether registered, unregistered, registrable or pending, 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, all related to Licensed

Software.

- 1.1.11. **Launch Date:** means the date of making available online of the Licensed Software on Gaming Site.
- 1.1.12. **Licensee:** means the above defined company but shall also include a corporation or entity with any of the following relationships to Licensee, for so long as the specified relationship continues to exist: controlling parent corporation, controlled subsidiary corporation, or affiliate corporation under common control with the defined company.
- 1.1.13. **Player:** means an individual who conducts financial transactions related to gaming on Gaming Site, in relation to whom Licensee holds adequate personal data to properly identify such individual.
- 1.1.14. **Player Account:** means a unique password protected account on the Licensed Software that stores the Player details including any amount of real money funds available for play in Games by the Player using the Licensed Software.
- 1.1.15. **Player Information:** means all data passed by Licensee to FAZI and stored on FAZI servers about the Players.
- 1.1.16. **Restricted territories:** As defined in Addendum 3
- 1.1.17. **Territory:** means territory or territories within which Licensee is permitted to make use of licence for Licensed Software and shall be limited to: worldwide excluding the Restricted Territories .
- 1.1.18. **FAZI Competitor:** means any entity or person who has produced and/or is marketing and/or is operating a software product or service which is in direct competition with, or functionally equivalent to, the Software.
- 1.1.19. **Operator Work Order:** means an order which Defines the Operator that will take the Games via Licensee and Provides the following information: Domain (Casino Website URL), Endpoint (API URL), Currency List, etc. that should be provided in FAZI - Work Order - Add Operator Google Form. (Operator Work Order – Google Form)

2. FAZI's Obligations

- 2.1. **Regulatory compliance.** FAZI undertakes to comply with all relevant laws in the jurisdiction of its incorporation and any other jurisdiction applicable to the performance of this Agreement. FAZI further undertakes to obtain and maintain, during the term and validity of this Agreement, all necessary licence(s) and certifications for provision of Licensed Software to Gaming Site.
- 2.2. **Right to Licensed Software.** Fazi warrants that it owns or controls all rights in and to the Licensed Software, the Licensed Software can be used by Licensee pursuant to the terms and conditions provided under this Agreement and that they do not violate in any way whatsoever any intellectual or industrial property right of any third party;
- 2.3. **Non-exclusive licence.** Nothing in this Agreement shall prohibit FAZI from using, developing, marketing, licensing, or otherwise disposing of the Licensed Software or concepts embodied therein anywhere in the world and in any manner, nor shall anything herein be construed to grant to Licensee any rights in or to any other present or future other software whether or not similar to the subject matter of this Agreement.
- 2.4. **Support and maintenance services.** FAZI is the rightful owner and/or has obtained the right to

Licensed Software from the rightful owner as well as the right to provide support and maintenance services in accordance with the Service level Agreement ("SLA") provided in the Addendum 4.

- 2.5. **Granting of Rights.** FAZI grants no rights other than those expressly specified in this Agreement. In particular, no rights of ownership or any other rights than the right to use the Licensed Software as specified in this Agreement are granted.

3. Licensee's Obligations

- 3.1. **Players.** Licensee is exclusively liable for Games and shall bear any and all payments due to its Players.
- 3.2. **Regulatory compliance:** Licensee undertakes to comply with all relevant laws in the jurisdiction of its incorporation and any other jurisdiction applicable to the performance of this Agreement. Licensee further undertakes to obtain and maintain, during the term and validity of this Agreement, all the necessary permits, licences and authorizations issued by the state institutions or the competent authorities, in order to operate Gaming Site in the relevant Territory
- 3.3. **Regulatory issues.** Licensee expressly agrees and undertakes to indemnify and to hold FAZI harmless from and against any costs, expenses, or damages suffered or incurred by FAZI arising out of or in connection with any claim by the relevant jurisdiction in connection with the regulatory requirements and policies applied by the relevant jurisdiction in which the Licensee operates and/or provides its services from time to time in relation to remote gaming. This shall include but not limited to money laundering claims and/or claims with regards to bets accepted by Players located in any jurisdiction whatsoever where remote-gaming (online gambling) is illegal.
- 3.4. **Non-assignability.** Licensee shall not assign, license, sub-license or otherwise transfer rights in the Licensed Software.
- 3.5. **Intellectual Property.** Licensee acknowledges and agrees, that FAZI and/or its licensors own and retain all Intellectual Property and Intellectual Property Rights related to the Licensed Software and to all data generated by the use thereof, unless otherwise stipulated in the Agreement. Licensee shall be held directly responsible for any use of the Licensed Software by Licensee not authorized by this Agreement;
- 3.6. **Anti-Money Laundering.** Licensee shall use its best efforts to prevent the use of the Licensed Software by Players as a money laundering vehicle. The Licensee shall disclose and make available, immediately upon request, all information relating to Licensee or the Players as may be required from time to time pursuant to a legitimate request for the disclosure of such information made by Financial Services Authority, the Financial Intelligence Analysis Unit, the Police Force, the Courts of Justice or any other governmental authority in the country where the games are used whatsoever. Should Licensee fail to comply with the provisions of this clause within 72 (seventy-two) hours of the request being made, such failure shall be deemed to be a material breach of this Agreement by Licensee, and shall entitle FAZI to terminate this Agreement forthwith without the need to provide notice. Licensee will hold harmless and indemnify FAZI for any liability arising from the Licensed Software being used for money laundering exclusively in case the breach of the provisions concerning Anti-money laundering shall be ascribed to Licensee's gross negligence and wilful misconduct. In case a public authority has determined that failure by Licensee to prevent money laundering via the Licensed Software is due to the Licensee's gross negligence and wilful misconduct, FAZI shall be entitled to terminate this Agreement immediately, without notice and

without liability on its part.

- 3.7. **Announcements.** Licensee hereby agrees not to make any announcements or press releases with regard to this Agreement or Licensee's relationship with FAZI without the prior written consent of FAZI, with email being sufficient to constitute written consent.
- 3.8. **Restriction of License.** Licensee maintains to use Licensed Software in a legal manner at all times. Licensee shall not copy, modify, sublicense, distribute, transfer, reverse engineer or reverse compile the Licensed Software, nor shall Licensee prepare derivative works incorporating the Licensed Software. Neither Licensee nor its personnel having had, or having access to the Licensed Software or Documentation may use the Licensed Software or Documentation to design software with similar functionality with respect to the Licensed Software. Additional Software, in the form of release updates or upgrades that may be made available to Licensee shall be subject to the same ownership, terms and conditions as set out in this Agreement.
- 3.9. **Fraud Control.** Licensee undertakes to maintain strict fraud control to ensure that chargebacks and other fraudulent behaviour are minimized. Such measures shall include, but not limited to, limiting deposits, obtaining verification of player details, and so forth. Licensee shall hold harmless and indemnify FAZI for any liability arising from fraudulent use of the Licensed Software that it is carried out by Players at Licensee actual knowledge.
- 3.10. **Operation.** Except to the extent otherwise provided hereunder, Licensee is responsible for the day-to-day operational activities of the Games, including but not limited to marketing, Player support and care, KYC, fraud screening, payment management, setting up tournaments, and so forth.
- 3.11. **Certificates.** Licensee is responsible for all activities and costs relating to obtaining and maintaining Secure Sockets Layer ("SSL"). Licensee shall indemnify and hold harmless FAZI for every fraud or damage related to SSL misconfiguration.
- 3.12. **Acceptance Testing.** Licensee is responsible for the planning and execution of any required acceptance testing following integration completion and prior to the date on which the Licensed Software is available on Gaming Site. FAZI will take no responsibility for the Licensed Software unless required tests have been performed.
- 3.13. **Test Account.** Licensee hereby agrees that FAZI will hold an account to access the Licensee's technical platform for software maintenance and support activities purposes and to the Gaming Site to test the Games as a normal user, provided that FAZI expressly undertakes to treat any information to which he may access under this clause as confidential and to use its only for the purposes expressly provided thereunder.
- 3.14. **Fazi Information.** Licensee shall in the Gaming Site have an icon stating "FAZI".
- 3.15. **Data protection.** For the purposes of applicable personal data protection laws, Licensee declares and accepts that it acts as a data controller and FAZI acts, where applicable, as a data processor and FAZI will only process personal data as requested by the Licensee or as otherwise stated in this Agreement. The Parties shall implement data security measures adequate for the processing of personal data.
- 3.16. **Illegal Acts.** Licensee is exclusively responsible for the contents and the use of Gaming Site. Licensee undertakes not to perform any illegal actions or transactions on the Licensed Software and Gaming Site. Among others, any pornographic content, indecent website content, offensive political or religious content and/or proof of money laundering will be regarded as illegal acts for

purposes of this Agreement.

- 3.17. **First Line Support.** Licensee shall provide the general support service to Players. To assure an effective and successful Second Line Support, Licensee's First Line Support must possess knowledge in the areas listed below.
- 3.17.1. Licensee's support function shall be able to support Players concerning Licensee's cashier along with answering questions regarding Players Account.
- 3.17.2. Licensee's support function shall have basic rule knowledge concerning all games and relevant rules presented to its Players.
- 3.17.3. Licensee's support function shall aid the Second Line Support in its search for fraud, money laundering and collusion at the Gaming Site. This includes passing on any message from users who have detected fraud, money laundering or/and collusion in an adequate manner and by preventing users to withdraw their funds from Licensee's account when suspicious of fraud, money laundering or/and collusion.
- 3.18. **Full Integration.** Licensee shall integrate the Licensed Software into all its own Gaming Site and all its business customer's Gaming Site. Licensee grants the Licensed Software the same space and visibility in the Gaming Site (its own and its business customers) as the FAZI Competitors' casino games.
- 3.19. **Licensed Software Publishing.** The Licensee undertakes that it will notify FAZI in writing of the Gaming Site's URL at least 7 days prior to each Licensed Software FAZI has the right to decline online publishing of the Licensed Software on Gaming Site.
- 3.20. **Licenses.** Licensee has the responsibility for obtaining the necessary authorisations or gaming licences from the relevant jurisdictions for the countries where Licensee plans to start trading. Licensee has the responsibility to maintain such licences/authorisations during the whole period of validity of this Agreement. Licensee is responsible for all costs associated with applying for and maintaining such licenses/authorisations. Licensee warrants that it shall abide by all laws and regulations applicable to its trading activities and shall promptly inform FAZI of any material change in its circumstances. Failure to do this is a material breach of this Agreement.
- 3.21. **Guaranteed Launch Date.** Licensee hereby agrees and grants that Launch Date will be within 1 month after integration of the Licensed Software. Moreover, the integration of the Casino Games Licensed Software shall be completed within 2 months after Effective Date. The Licensee agrees to pay a penalty of €1000 per day for every day that the Launch Date goes beyond the 1 month period mentioned in this clause.

4. Term and Termination

- 4.1. **Term.** This Agreement shall commence and be deemed effective as of the Effective Date.
- 4.2. **Duration and Termination.** This Agreement remains in effect for a period of 1 (one) year from the Effective Date, and shall be automatically renewed at the end of such original or renewed period for another period/s. Either of the Parties at any time shall have the right to terminate this Agreement by giving 2 (two) months' written notice, or as provided under the terms and conditions of this Agreement, including the terms included in the Addenda.
- 4.3. **Default.**
- 4.3.1. FAZI shall have the right to terminate this Agreement at any time with immediate effect, without liability on its part, by notice in writing of 1 month to Licensee if Licensee (i) fails to

pay any amount due to be paid which has not been disputed in good faith before falling due, or (ii) ceases carrying on business for any reason for a period of at least 4 (four) months.

- 4.3.2. Licensee shall have the right to terminate this Agreement at any time with immediate effect without liability on its part, by notice in writing to FAZI in case FAZI ceases carrying on business for any reason.
- 4.4. **Low Volume.** FAZI may terminate this Agreement at any time by giving 30 days written notice to the Licensee if the monthly Games Revenues has not exceeded 50.000 Euro (fifty thousand) for at least three consecutive months, this provision shall apply as from the 7th month after the Launch Date.
- 4.5. **Bankruptcy and/or Insolvency.** Any Party may terminate this Agreement at any time upon ten (10) days written notice if the other Party is subject to a petition in bankruptcy or insolvency proceedings, wounds up liquidated or ceases carrying on business for any reason for a period of one hundred and eighty (180) days or more.
- 4.6. **Litigation.** Any Party may terminate this Agreement, without liability on its part, at any time upon five (5) days' written notice if that Party or any of its principals, officers, directors, associates or affiliates becomes the subject of third party civil or criminal litigation as a result of the other Party's operations under this Agreement.
- 4.7. **Legal Prosecution Reasons.** Where any Party is subjected to legal prosecution for the content and aim of this Agreement, or the threat of such prosecution, either Party has the right to terminate this Agreement, without liability on its part, at any time with prior written notice of at least seven (7) days'.
- 4.8. **Termination for failure to pay Fees.** FAZI may terminate this Agreement at any time upon ten (10) days prior written notice if the Licensee is more than thirty (30) days in arrears in paying any monthly Fees due. Licensee shall be allowed to cure the breach during the notice period, thus pre-empting FAZI's right to terminate the Agreement in accordance with this section. FAZI retains the right to collect missed payments, including interest as set out in 5.5, in all jurisdictions using all legal methods at FAZI's disposal.
- 4.9. **Cause.** Any Party may, terminate this Agreement and any license under it at any time if, after thirty (30) days' prior written notice to the other Party fails to correct a material breach of this Agreement. In case of such termination for cause, without prejudice to any other rights and remedies, Licensee's rights to the Licensed Software granted under this Agreement shall end, and the Games shall be shut down on the Gaming Site within five (5) days from termination.
- 4.10. FAZI shall have the right to terminate this Agreement at any time with immediate effect and without liability on its part on the giving of seven (7) days' notice in writing to Licensee, if the Licensee fail to comply with Clauses: 4. Licensee's Obligations, 5. Fees, 8. Intellectual Property, 9. Assignment and Change in Ownership, 11. Confidentiality.
- 4.11. **Illegal Acts.** Upon written notice from FAZI that Licensee is committing an illegal act, Licensee shall immediately take action to terminate the illegal act. If not cured within five (5) working days, FAZI may, at its sole option, terminate this Agreement without further notice and without liability on its part.
- 4.12. **Failure to obtain Licenses.** This Agreement shall automatically be terminated without liability on FAZI's part should the Licensee fail to succeed in obtaining all the required licenses to commence its operations or should at any time subsequent have such licenses withdrawn or cancelled for any

reason whatsoever. The Licensee will remain liable to FAZI for all costs incurred up to the date of termination of this Agreement in relation to the preparation of any Software and/or Hardware whose preparation has been strictly required by the Licensee itself.

4.13. Effects of Termination. Upon the expiration or termination of this Agreement, the right to use the Licensed Software shall immediately end and:

4.13.1. FAZI will promptly cease the services furnished under this Agreement;

4.13.2. Licensee's right to use the Licensed Software shall immediately end and FAZI may take, at its sole discretion, any such actions as it deems necessary to ensure Licensee does not directly or indirectly use the Licensed Software;

4.13.3. Licensee shall immediately return to FAZI any and all of FAZI's materials which are in Licensee's possession and/or in the possession of Licensee's agents, employees, principals, directors, representatives;

4.13.4. Licensee shall promptly return all copies of the Licensed Software and Documentation to FAZI;

4.13.5. Licensee shall destroy any and all copies of the Licensed Software and Documentation which for any reason cannot be delivered to FAZI;

4.13.6. An officer of Licensee shall confirm in writing to FAZI that all proprietary material relating to the Licensed Software and Documentation has been delivered to FAZI or destroyed;

4.13.7. All outstanding invoices and fees due shall be promptly settled by Licensee;

4.13.8. If for any reason this Agreement is terminated, then any amounts outstanding as of the date of termination, as per Clause 6 of this Agreement, shall immediately become due and payable;

4.13.9. All Confidential Information of the Disclosing Party shall be destroyed by the Receiving Party and a certificate will be provided by the Receiving Party's officer to confirm completion of this obligation;

4.13.10. Upon termination of this Agreement, Licensee has twenty (20) working days within which to request that Player Information be given to Licensee. FAZI shall not have any obligation to retain Player Information following the lapse of such period, and shall not be liable for not having retained such information subsequent to the lapse of such period;

4.13.11. The obligations set out in clauses: "Effects of Termination", "Warranties", "Intellectual Property", "Confidentiality", "Liability and Indemnity" and "Governing Law and Jurisdiction" and any accrued rights or liabilities of each Party shall apply throughout the duration of this Agreement and shall survive termination of this Agreement, for whatever reason this may occur.

5. Fees

5.1. **Fees.** The fees, set out in Addendum 1, will be charged to Licensee as payment for the licence rights granted by FAZI under this Agreement.

5.2. **Expenses.** Any incurred expenses will be invoiced at cost monthly in arrears.

5.3. **Terms of Pricing.** All Prices are given in Euro exclusive of Value Added Tax ("VAT"), any other applicable tax, and expenses. Licensee is responsible for paying VAT and any other applicable tax should this be or become applicable.

5.4. **Terms of Payment.** Licensee shall, within twenty (20) days following date of invoice, settle and pay

to FAZI the Fees herein defined. Payment shall be made to the account designated in writing by FAZI. Payment shall be deemed to have been made when Licensee would have received a receipt from its bank evidencing that payment would have been effected. Licensee shall cover all bank charges (option OUR).

- 5.5. **Report.** The Licensee shall provide a monthly report summarizing the revenues for the platform (for the Games) applicable for the previous month, including the Bonus that is given to Licensee's Players as well as the applicable taxes, including but not limited to gambling tax and the withholding taxes, payable by the Licensee. An EUR value in sum for the platform (for the Games) shall be sent to billing@fazi.rs by the fifth working day of the month and in addition the sum of the applicable taxes payable. If the Licensee does not provide the monthly report on time together, then FAZI can charge interest in accordance with 4.8 and the Licensee loses his right for the deduction of the Bonus for the applicable month.
- 5.6. **Past due Payments.** A finance charge of seven per cent (7%) per annum (but in no event more than the maximum allowed by law) shall be assessed on all past-due amounts.
- 5.7. **Suspension of a licence.** FAZI shall have the right to suspend the license for the use of Licensed Software at any time with immediate effect, without liability on its part, if Licensee fails to pay any amount due to be paid in force of at least 2 (two) invoices, which has not been disputed in good faith before falling due.
- 5.8. **Precedence.** The figures and reports indicated in invoices shall supersede and have precedence over any and all results appearing in the Licensed Software.
- 5.9. **Currency.** All transactions in conjunction with this Agreement will be conducted, accounted for, reported and settled in Euro (EUR).

6. Warranties

- 6.1. Both Parties warrant to each other that:
 - 6.1.1. They are duly incorporated, organized and validly existing under the Laws of their country of incorporation;
 - 6.1.2. They have all the necessary capacity, power, authority and right to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and
 - 6.1.3. all necessary corporate action has been taken by both Parties to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein.
- 6.2. **Limitation of Warranty.** The Warranty in this Clause 7.1 only applies to Licensed Software as supplied by FAZI and under no circumstances to third party products. FAZI disclaims all express and implied warranties with regards to fitness for a particular purpose or merchantability. Licensee expressly acknowledges and agrees that the Licensed Software is provided 'as is' and no warranty for fitness for purpose is provided.
- 6.3. The Licensed Software is software based and it will not run error free or without interruption. FAZI does not warrant that the Licensed Software will meet any special requirements of condition, quality, performance, except as provided under SLA attached as Annex 2 of this Agreement.

- 6.4. **Authority.** Each of the Parties warrants and represents that the person(s) signing this Agreement on the Party's behalf has been properly authorized and empowered to enter into this Agreement.
- 6.5. **Third-party infringement.** The Parties shall give each other notice of any acts of infringement by third parties involving any protected rights under this Agreement of which the Parties have knowledge and they shall consult together in a view to determine the course of action, if any, to be taken in such circumstances.

7. Intellectual Property

- 7.1. The Licensee acknowledges and agrees that all rights, titles and interest in and to the Licensed Software, any copies thereof, and all Documentation, code and logic, which describes and/or comprises the Licensed Software, including any and all modifications and additions thereto (whether or not developed at Licensee's request or paid for by Licensee), including Intellectual Property and Intellectual Property Rights, shall at all times remain the sole and exclusive property of FAZI and/or other companies in the same group of companies as FAZI. Licensee does not have any interest vested in Intellectual Property and Intellectual Property Rights related to Licensed Software and shall not challenge any Intellectual Property Rights subject to this Agreement.
- 7.2. Except as expressly stated herein, this Agreement does not grant the Licensee any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks, whether registered or unregistered, or any other rights or licences in respect of the Licensed Software.
- 7.3. All rights, titles and interest in and to the logo, trademarks and intellectual property assets pertaining to the Licensee shall remain at all time the exclusive property of the Licensee, and any use thereof by FAZI shall be subject to the prior written approval of the Licensee.
- 7.4. **Suggestions and Improvements.** FAZI and other companies in the same group of companies as FAZI may freely use any suggestions and improvements relating to the Licensed Software which Licensee provides in connection with this Agreement. To the extent that such suggestion or improvement relates to an integrated part of the Licensed Software the Intellectual Property Rights therein shall vest in FAZI and/or other companies in the same group of companies as FAZI. However, if such suggestion or improvement can be separated from the Licensed Software the Intellectual Property Rights shall vest in Licensee, and any use thereof shall be subject to license.

8. Assignment and change in ownership

- 8.1. FAZI can transfer its rights and obligations under this Agreement on written notice to Licensee that shall express in any case its consents by written notice.
- 8.2. Licensee cannot transfer its rights and/or obligations under this Agreement without the acceptance in writing of FAZI, which acceptance shall not be unreasonably refused or delayed.
- 8.3. If any FAZI Competitor directly or indirectly acquires control over Licensee, FAZI shall have the right to terminate this Agreement at any time with immediate effect. For the purpose hereof, "control" shall mean the direct or indirect ownership of at least 25% percentage of the voting stock allowing control, or the establishment of control in any other manner.
- 8.4. In the event of a transfer, assignment or sub-licence of the Licensee's products and/or services, under the terms of this Section 8, the Licensee shall ensure that the terms of the Agreement with Addendums and any additional agreements between the Parties to such third parties remain applicable and hereby guarantees the performance of the Agreement with Addendums and any

additional agreement by the third party. The Licensee remains liable for such third parties' performance and remains directly liable to FAZI for any breach of the Agreement, including Addendums and any additional agreements.

9. Confidentiality

- 9.1. **Licensee.** Both Parties shall not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees or others with a need to know, and both Parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Both Parties agree not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of FAZI in each instance.
- 9.2. Confidential Information shall not include any information: a) that is already known to the Party receiving that information (the "Receiving Party"), without restrictions on use or disclosure, at the time of its disclosure by the Party revealing that information (the "Disclosing Party"); b) that is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party; c) is lawfully received by the Receiving Party, without restrictions on use or disclosure, from a third party that is not itself under any obligation of confidentiality or non-disclosure to the Disclosing Party or any other person with respect to such information; d) that is independently developed by or for the Receiving Party without reference or access to the Disclosing Party's Confidential Information; e) that is approved in writing by the Disclosing Party for use or disclosure.
- 9.3. **No grant.** All Confidential Information, and any Derivatives thereof whether created by FAZI or Licensee, remains the property of its owner and no license or other rights to Confidential Information is granted or implied hereby.
- 9.4. **Notification of unauthorised use.** The Receiving Party shall notify the Disclosing Party promptly of it becoming aware of any unauthorised use or disclosure of the Disclosing Party's Confidential Information and shall cooperate with and assist the Disclosing Party in every reasonable way to stop or minimise such unauthorised use or disclosure.
- 9.5. **Breach of Confidentiality.** If the Receiving Party commits a breach, or threatens to commit a breach of any of the provisions of this Section 9, then the Disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this Section 9, it being acknowledged and agreed that any such breach, or threatened breach, could cause irreparable injury and that money damages would not provide an adequate remedy to the Disclosing Party.
- 9.6. **Non-disclosure.** Both Parties shall not disclose the contents of this Agreement to any third party who is not bound to maintain confidentiality between the parties. Each Party acknowledges that disclosure of the terms of this Agreement to third parties will cause considerable damages to the other Party, which will constitute a material breach of this Agreement. Upon such an event the other Party shall have the right to terminate this Agreement without liability on its part by giving five (5) days' written notice of termination to breaching Party.

10. Liability and Indemnity

- 10.1. **Liability.** Each Party is liable to pay damages to the other Party in the event of a breach of this

Agreement subject to the provision of this Section. In no event shall either Party, any of its group company or any of their directors, officers, employees, agents or consultants be liable for any special, indirect or consequential loss or punitive or exemplary damages, except when caused wilfully or by gross negligence, whether or not the Party concerned has been advised of the possibility of such damages, or for any loss of opportunity, goodwill, revenue, profit, savings, loss or corruption of data or loss of anticipated earnings, in each case arising out of or in any way in connection with this Agreement or use or performance of Licensed Software.

- 10.2. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform any material obligation under this Agreement, if the failure is due to an event beyond its reasonable control.
- 10.3. **Exclusions.** Neither Party accepts any liabilities whatsoever for the other Party's legal or financial position due to the fulfilment of this Agreement.
- 10.4. **Indemnification.** Either Party shall, as "Indemnifying Party", indemnify and hold harmless the other Party, its agents, related parties, respective members, shareholders, directors, officers, employees or representatives, as "Indemnified Party", and as regards to the sole Licensee, the Players, against any and all claims, demands, losses, costs, expenses, damages, fines and liabilities including, without limitations, legal fees and expenses, suffered, incurred by, awarded or claimed against the Indemnifying Party as a result of or in connection with:
 - 10.4.1. any breach of the provisions of this Agreement, or
 - 10.4.2. any breach of representations, warranties and/or obligations and undertakings in this Agreement, or
 - 10.4.3. claims brought by Players as regards the Licensee's operation of the Licensed Software
 - 10.4.4. any Intellectual Property Right infringements or misrepresentation and
 - 10.4.5. any regulatory fine, loss of licence or permits in the Territory.
- 10.5. **Limited Liability.** Either Party's total liability under this Agreement and in relation to anything that it has done or not done in connection with this Agreement, and either Party's remedy for any cause whatsoever, shall be limited to the recovery of actual damages up to the total applicable Monthly Fee during the month such liability arose, or 50.000 Euro (fifty thousand), whichever is the lesser amount. For the purpose of this Agreement actual damages shall never include loss of profit or other similar indirect damages.
- 10.6. **Error or Malfunction.** Licensee understands and confirms that, notwithstanding anything in this Agreement to the contrary and in addition to any other limitations on FAZI's liability set forth in this Agreement, FAZI shall not have any liability related to any losses incurred as a result of technical errors occurring in the Licensed Software (including but not limited to unnatural wins caused by malfunction). Any mistakes shall be resolved by the operational team at that time and any such resolution shall be final and binding on all parties. Licensee shall ensure that all Operators have a corresponding clause in their terms and conditions ensuring that malfunction voids any and all wins occurring from that malfunction.
- 10.7. **Payments As a Result of Malfunction.** In any event and notwithstanding anything in this agreement with respect to malfunctions, FAZI shall not be liable with respect to any payments made to players as a result of or in connection with a malfunction, other than when Licensee notifies FAZI in advance of any payment exceeding the amount of fifty thousand euros (€50,000) and FAZI shall, within five (5) working days from receipt of notice, communicate to Licensee either approval or rejection of such payment in the event it has discovered a malfunction causing an

erroneous order of payment to a player. Notwithstanding that a malfunction is discovered after licensee has made payments to players exceeding fifty thousand euros (€50,000), if Licensee has made such payment without having received prior approval thereof by FAZI as stipulated above, FAZI shall have no liability to Licensee or any third party, and FAZI shall not be required to indemnify Licensee or such third party for any losses incurred or payments made as a result of such malfunction. In such event, Licensee accepts full responsibility and liability should it make an unverified and unapproved payment, which upon later verification was found to be erroneous. However, in the event that FAZI has given its prior written approval for an order of payment to a player, which after such approval was found to be erroneous due to a malfunction, or has failed to reply within five (5) working days of receipt of notification, FAZI shall be required to indemnify Licensee for any payments made to players as a result of such malfunction subject to 10.5.

- 10.8. Each Party hereby acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by law are hereby excluded to the fullest extent permitted by law. Without limiting the generality of the foregoing, the Licensee hereby confirms that it has had adequate opportunity to make such investigations and enquiries as it considered necessary to assess the risks involved in the investment contemplated herein and that it has not relied on any assurances or representations from the FAZI regarding the likelihood, extent or expected timing of return on said investment.

11. Notice

- 11.1. Unless otherwise provided in this Agreement, any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by email which shall be deemed received upon the delivery, or if mailed by prepaid registered post which shall be deemed received upon the actual delivery to the recipient addressed to the parties at their respective addresses set forth below or at such other addresses as may be specified from time to time by notice:

For FAZI: Gruje A. Kostadinovica 9D
Industrijska zona Sever
18000 Niš, Serbia E-mail: legal@fazi.rs;

For Licensee: Uno Digital Media E-mail: jonathan@keyfinmanagement.com

12. Miscellaneous

- 12.1. **Good Faith.** The Parties acknowledge to one another that each respectively intends to perform its obligations as specified in this Agreement in good faith.
- 12.2. **Parties to Act Reasonably.** The Parties agree to act reasonably in exercising any discretion, judgment, approval or extension of time that may be required to affect the purpose and intent of this Agreement. Whenever the approval or consent of a Party is required under this Agreement,

such consent shall not be unreasonably withheld or delayed.

- 12.3. **Waiver.** Each Party may waive its rights in case of any default, breach of any warranty, representations, obligations or any other clause in this Agreement by the other party only expressly and in writing. No condoning, excusing or waiver by any Party hereto of any default, breach of non-observance by any other Party hereto, at any time or times with respect to any covenants or conditions herein contained, shall operate as a waiver of that Party's rights hereunder with respect to any continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the Party having those rights.
- 12.4. **Further Assurance.** Each of the Parties hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further acts and other things as may be necessary to implement and carry out the intent of this Agreement.
- 12.5. **Cumulative Rights.** All rights and remedies of FAZI are cumulative and are in addition to and shall not be deemed to exclude any other rights or remedies allowed by law except as specifically limited hereby. All rights and remedies may be exercised concurrently.
- 12.6. **Independent Contractors.** It is agreed that the relationship between Parties is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to create the relationship of partners, licensees, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party, save and except as set out herein. Furthermore, it is agreed between the Parties that for a period of two (2) years from the Effective Date, each of the Parties shall not employ, hire or contract with or in any manner have any of the other Party's employees (including consultants working for the other Party) work either directly or indirectly for the first Party or its associates or agents, without the other Party's prior written approval, which may be refused without reason. In the event of a breach of non-solicitation, the breaching Party shall pay a penalty of twenty thousand Euro (€ 20,000) to the non-breaching Party.
- 12.7. **Government Legislation.** It is recognised by FAZI, Licensee's ability to carry out its obligations under this Agreement is subject to applicable government licensing regulation and laws. Licensee acknowledges that FAZI's ability to perform its obligations under this Agreement is subject to the applicable government laws and regulations. Neither Party nor any of its members, shareholders, directors, officers, employees or representatives will be liable to the other Party nor shall be held liable for any damages of any kind that may result from changes in government legislation or policy.
- 12.8. **Singular.** In this Agreement the use of the singular number includes the plural and vice versa, the use of any gender includes all genders, and the word "person" includes an individual, a trust, a partnership, a body corporate and politic, an association and any other incorporated or unincorporated organization or entity.
- 12.9. **Headings.** The headings in this Agreement shall not be interpreted as having any legal or other meaning apart from providing guidance about the content of each paragraph/clause.
- 12.10. **Amendments.** Amendments to this Agreement including any appendices thereto shall be agreed to in writing and signed by both Parties.
- 12.11. **Entire Agreement.** The Parties agree that this Agreement constitutes the complete and exclusive

statement of the terms and conditions between Licensee and FAZI covering the performance hereof and the contents of this Agreement and its appendices supersede all previous written or oral commitments and undertakings. Licensee further agrees that any terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which is in addition or inconsistent with the terms and conditions of this Agreement shall not be binding on FAZI and shall not apply to this Agreement.

- 12.12. **Severability.** If any provision of this Agreement or part thereof shall to any extent be or become null, void, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. Such annulment, void, invalid or unenforceable clause shall be severed here from and this Agreement shall continue to be operative and binding between the Parties. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision of the Agreement.
- 12.13. **Player registration.** The Licensee handles the player registration and is taking care of all the Player Information via their site. No Players data except a unique customer ID and monetary values will be required to be transferred between the Licensee's servers and the Licensed Software.

13. Governing Law and Jurisdiction

- 13.1. **Law.** The construction, validity and performance of this Agreement shall be governed by the laws of Serbia.
- 13.2. **Jurisdiction.** The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of Serbia.
- 13.3. Nothing in this Section 13 shall limit the right of a party to enforce the judgement in any court in any other jurisdiction.

B. Mitić

Date: 23.10.2023.

Name: Bojan Mitić

Position: Legal representative

For and on behalf of: Fazi Doo



Date: 23.10.2023.

Name: Dušan Jevtić

Position: Legal representative

For and on behalf of: Fazi Doo

DocuSigned by:

[Signature]

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Date: 23/10/2023

Name: Kurason Trust Curaçao N.V.

Position: Director

For and on behalf of: Uno Digital Media B.V.

ADDENDUM 1 - FEES

This Addendum forms an integral part of the Agreement made on 23/10/2023

In addition to the clauses of the Agreement, the Parties hereby agreed that the following fees will be charged to Licensee as payment for the rights granted by FAZI under this Agreement.

CASINO MONTHLY FEE –GAMES

The Casino Monthly Fee for slot games consists of a variable amount invoiced each month in arrears, calculated as:

(Gross Gaming Revenue for slot games – Bonus) * %

The Percentages are provided on the below table:

Gross Gaming Revenue per month (GGR/month) (amounts in thousands of EUR)	GGR/month Percentage for Fazi Fazi Interactive Full Package
250>	8%
125-250	9%
0-125	10%

***GGR = TOTAL BETS – TOTAL WINS**

For the first 12 months the GGR will be locked at 8%.

BONUS ALLOWANCE

- **10% FROM START**
- **20% WITH MONTHLY REPORT SHOWING USE RATE OF 20% OR HIGHER**

ADDENDUM 2 – RESTRICTED TERRITORIES

This Addendum forms an integral part of the Agreement made on 23/10/2023

1. Parties agree that to this Agreement a non-exhaustive list of Restricted territories shall apply. This list can be amended by FAZI serving a fifteen (15) days prior written notice to Licensee. Restricted territories shall mean all territories in which Licensee is prohibited from making use of Licensed software unless Licensee holds necessary licences and/or authorisations, and shall include:

Afghanistan,
Australia,
Antigua & Barbuda,
China,
Cuba,
Denmark,
France and its territories,
Hong Kong,
Iran,
Iraq,
Israel,
Libya,
Lithuania,
Macau,
Malaysia,
Netherlands,
Netherlands Antilles,
Singapore,
Sudan,
Syria,
The Philippines,
The UAE,
The United Kingdom of Great Britain and Northern Ireland,
The USA and its territories.

ADDENDUM 3 - SERVICE LEVEL AGREEMENT (SLA)

This Addendum forms an integral part of the Agreement made on **23/10/2023**

FAZI shall maintain to provide an availability of Licensed Software that is at least 98% (ninety-eight per cent) calculated on a monthly basis from 00:00 to 24:00 (twenty-four hours): Monthly Availability Index (MAI) $\geq 98\%$.

FAZI shall maintain to provide an availability of Licensed Software that is at least 92% (ninety-two per cent) calculated on a daily basis from 00:00 to 24:00 (twenty-four hours): Daily Availability Index (DAI) $\geq 92\%$.

The previous uptime availability indexes shall be calculated not including:

- i. the downtime due to maintenance scheduled activities previously agreed with Licensee;
- ii. the downtime due to urgent and extraordinary maintenance activities for the fix of any bugs;
- iii. the downtime due to causes that are not attributable to FAZI;
- iv. the downtime due to any temporary interruption of Internet connection on data centres used by FAZI;

and considering the number of minutes of the end to end Licensed Software availability.

1. **Disrupted Service.** The Parties acknowledge that from time to time, as a result of Hardware failure or supplier failures, the services provided under this Agreement by FAZI (and by Licensee) can be temporarily disrupted. Licensee acknowledges and agrees that neither FAZI nor any of its members, shareholders, directors, officers, employees or representatives shall be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with such temporary disruptions. Moreover, Licensee acknowledges that, in the case that FAZI operates (hosts) the Licensed Software, FAZI's ability to perform its obligations under this Agreement is subject to the applicable government licensing. Licensee agrees that neither FAZI nor its any of its members, shareholders, directors, officers, employees or representatives shall be liable to Licensee for any damages of any kind that may result from changes in government legislation or policy.
2. **Certification / Verification.** Certification / verification of pay-outs by an independent third party can be offered by FAZI as an option and would be subject to an amendment to this Agreement.
3. **Database truncation.** FAZI reserves the right to transfer detailed game-round data to off-line storage after six (6) months. Information will never be deleted and will be available to Licensee upon request.
4. **Data Back-Up and Recovery Procedures.** FAZI shall be responsible for maintaining during the period of validity of this Agreement data back-up and recovery procedures of Licensee's data in line with best practice in the industry.
5. **Responsibility.** FAZI shall not be responsible for failure of performance of this Agreement due to causes beyond its control, including, but not limited to, hardware failures, power failures, work stoppages, fires, civil disobedience, riots, rebellions, Acts of God, and similar occurrences.
6. **Data Segregation.** FAZI assures the Licensee that the data related to the Licensee is segregated from other partner licensee data, such that it shall not be affected by any issues arising with other partner licensees and that FAZI's system is capable of extracting data per partner licensee and also stopping operations of a partner licensee without any negative effects on other partner licensees.

7. Virus. FAZI takes every reasonable precaution against any known viruses, malwares, Trojan Horses and/or worms.

B. Mitić

Date: 23.10.2023.

Name: Bojan Mitić

Position: Legal representative

For and on behalf of: Fazi Doo

Heba



Date: 23.10.2023.

Name: Dušan Jevtić

Position: Legal representative

For and on behalf of: Fazi Doo

DocuSigned by:

[Signature]

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Date: 23/10/2023

Name: Kurason Trust Curaçao N.V.

Position: Director

For and on behalf of: Uno Digital Media B.V.