

Software License Agreement

THIS AGREEMENT is signed on January 13, 2025 (the "**Agreement**")

BETWEEN:

Ultrasoft N.V.

Registered number 159485
Groot Kwartierweg 10 Livestrong Building, Curaçao

registration no. 159485
(hereinafter the "**Provider**")

-AND-

Uno Digital Media B.V.

Registered number 157147
Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center, Curacao

(hereinafter the "**Licensee**")

(both jointly referred to as the "Parties" and each separately as a "Party")

The Parties to the Agreement hereby premise the following:

WHEREAS, the Provider shall provide

- (i) the gaming software, developed by the Provider, and list of which is attached hereto as Appendix [A] (further referred to as the "**Games**"), and
- (ii) API for the integration of the Games subject to the terms and conditions, as set out hereunder;

WHEREAS, the Provider is the owner of the API and Games;

WHEREAS, the Licensee is responsible for integrating the Games into its existing e-gaming platform(s) and for making payment(s) for the use of the Games;

WHEREAS, the Licensee is a company that offers e-gaming services to its clients and/or operates e-gaming platforms and has sought the Provider's approval for use of the Games;

NOW THEREFORE, the Parties hereby agree on the following terms and conditions:

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1. Granting of License for Use of Games

- 1.1. The Provider hereby provides the Games to the Licensee and Sub-Licensees (if applicable) in accordance with Appendix A and grants a restricted, non-exclusive, non-transferable, limited License to use on domains of Licensee as well as on domains of Sub-Licensees which are clients of Licensee after having notified Provider. The Licensee and Sub-Licensees undertake to use the Games for offering its clients internet gaming services and activities and related services.
- 1.2. The Provider hereby grants a restricted, non-exclusive, non-transferable, limited right to use such Games on domains of Sub-Licensees only after obtaining prior written approval of each such Sub-Licensee from the Provider.

Licensee shall furnish all and any requests for the approval of all such potential Sub-Licensees to the following email address: legal@ultrasoftnv.com Such approval shall be at Provider's sole discretion, and any potential Sub-Licensee may be rejected by the Provider without any cause.

- 1.3. The Licensee undertakes to use (and shall procure the Sub-Licensees and/or Gambling Operator to use) the Games for offering its clients internet gaming services and activities and related services only.

The Licensee and Sub-Licensees / Gambling Operators are restricted to use the Games only in line with the present Agreement. In addition, the Provider reserves all rights not expressly granted to the Licensee and/or its Sub-Licensee and/or its Gambling Operator under this Agreement.

- 1.4. Licensee and Sub-licensees and/or Gambling Operator are solely responsible for the day-to-day operational activities of the websites by means of which they offer the Games, including game marketing, customer support and payment management.
- 1.5. Licensee is and will be during the Term of this Agreement in full compliance with all laws and regulations applicable to its activities herein, including in each territory in which it markets and promotes the Games and its platform(s). Licensee agrees to cease with immediate effect its marketing activities and/or cease the operation of the Games and the platform(s) in any territory, or with respect to any Third Party as may be requested by the Provider upon the occurrence of any illegality or suspicion of illegality. Grounds for illegality and/or suspicion of illegality shall include enquiries by the government authorities (including those sent via electronic means), public announcements etc. The Licensee shall expressly notify the Provider about the fact of ceasing the operation(s) of such Game(s) and/or platform(s) in such territory(-ies).

2. Support Services

- 2.1. The Parties shall cooperate in good faith in order to integrate the games into Licensee's platform. The Provider shall exercise reasonable efforts to keep the Service available twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond the Provider's control. The Parties acknowledge that, since the Internet is neither owned nor controlled by any entity, the Provider shall not guarantee that any given user will be able to access the Games at any given time.

There are no assurances by the Provider that access will be available at all times and uninterrupted, and the Provider shall not be liable to the Licensee, or any third party for any unavailability of the Games if any internet interruptions or connection problems are caused by a third party and not by action or omission to act by the Provider.

2.2. The Provider may at any time, without notifying the Licensee, make changes to the Games which are technically necessary if they do not affect the general nature or quality of the Games or change the Games with effect on the License and/or upon the compliance with the License.

2.3. The Provider is responsible for all aspects of providing, maintaining and operating the Games, including (but not limited to):

- Game management
- Continuous game & content development
- Technical support

The Provider shall use its reasonable endeavours in accordance with best industry practice to correct a defect in the software and in the event that the Provider establishes that the correction of a defect is not possible or feasible, a method to bypass the defect shall be provided to the Licensee provided that the Provider shall procure the removal of the defective part if possible.

3. Term and Termination

3.1. The terms of the License shall be as follows:

- (a) This Agreement is effective upon the date of signature by duly authorized representatives of both Parties. The duration period of the License is limited to one year ("**Original License Period**").
- (b) This Agreement shall be automatically extended for each following year if neither Party has declared its intention to terminate it in writing not less than 2 months prior to the expiration date. Automatic extension of the agreement is termless.
- (c) Either Party may terminate this Agreement prior to the expiration of the Original License Period or afterwards by giving two months' prior notice duly served upon the other Party. In this case, fees and any payments due under this Agreement shall continue to be due for as long as the Agreement is effective and until their full discharge.
- (d) The Provider may terminate this Agreement with immediate effect at any time by giving a written notice to the Licensee in case:
 - (1) The Licensee commits a serious breach of this Agreement and if, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 14 business days after the receipt of a request in writing from the Provider to do so. Whether a breach is capable of being remedied or not is within the Provider's sole discretion. In case the Provider considers a breach as capable of being remedied and sends a request in this regard to the Licensee, such notice must contain a warning of the

Provider's intention to terminate this Agreement should the breach not be remedied; or

- (2) The Licensee ceases to hold the applicable gaming license issued by the relevant authority in a respective jurisdiction where it provides gaming services and permits or acts in breach of any applicable gaming and gambling laws as laid out in Sections 10.6 to 10.8; or
- (3) The Licensee permanently discontinues the use of the Games.

3.2. Upon termination of the Agreement, the Licensee shall return to the Provider all game materials and all copies of the whole or any part thereof as well as the medium upon which the Games were delivered to the Licensee and shall erase the Games, its derivatives, components and applications from its hardware and any magnetic media on which they are stored and certify in writing to the Provider that they have been completely and irretrievably erased. The Provider in its turn shall return to the Licensee all the confidential information received from the Licensee.

3.3. The Provider reserves the right to terminate the Agreement if the Licensee is in delay of making the payments stipulated in Section 4 and such delay exceeds fourteen (14) business days. In such case the Provider undertakes to give the Licensee fourteen (14) business days' prior written notice.

3.4. Any termination of this Agreement (for any reason whatsoever) shall not affect either Party's accrued rights or liabilities nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force upon or after the termination of this Agreement.

4. License Fee

4.1. The Licensee shall pay to the Provider a License Fee of 8% (eight percent) from the Gross Gaming Revenues.

4.2. Gross Gaming Revenues shall mean the amount of money placed by all players while playing Provider's Games minus the actual amount won by the players.

4.3. The License Fee is due upon receipt of a monthly invoice issued to the Licensee by the Provider and payable within 15 (fifteen) business days following the issuance date of the invoice.

The Licensee shall notify the Provider of the exact amount of Gross Gaming Revenues for each specific jurisdiction as well as to notify the amounts of the Gross Gaming Revenues generated by each Gambling Operator (including brand and company name of the Gambling Operators) upon the Provider's request.

4.4. Each Party shall be responsible for paying its own value added taxes or other taxes, duties or governmental charges, whether presently in force or which may come into force in the future, in relation to the subject-matter of this Agreement.

4.5. The Provider shall issue invoice in EUR on a monthly basis.

4.6. For the Gross Gaming Revenues next currency conversion rules shall be applicable:

- a) If Gross Gaming Revenues are generated in fiat currency other than EUR or in a cryptocurrency, it shall be converted to EUR on a daily basis for invoicing purposes.
- b) For conversions on a daily basis the Parties shall use the closing exchange rate of the day (00:00 UTC the next day) published on next sources:

(a) For crypto-currencies: <https://coinmarketcap.com>

(b) For all and any fiat currencies: <https://fixer.io>

4.7. For the monthly Invoices next currency conversion rules shall be applicable:

- a) The Licensee shall pay invoices in EUR, unless separately agreed by both Parties.
- b) If the Licensee is willing to pay the invoice in currency other than EUR, the amount due shall be converted to payment currency according to exchange rates published on the resources defined in the Clause 4.6. b) herein.

4.8. The late payment penalty shall be 9% p.a. The Provider shall be entitled in good faith to calculate late payment penalty and add the amounts due to next monthly invoice.

4.9. The Parties agree all Games promotion and marketing costs shall be expressly pre-approved by the Parties in advance and divided between Parties equally (50%/50%).

5. Non-Solicitation of Potential Sub-Licensees

5.1. During the term of this Agreement, the Provider shall not directly or indirectly approach gambling operators that are existing clients of the Licensee, except for purposes of promoting and / or advertising the Games in co-operation with such existing operators, if necessary.

The list of the gambling operators which are existing clients of the Licensee will be notified to Provider on case by case basis (the "Existing Clients"). The list of such Existing Clients shall be deemed to include only those gambling operators which have fully integrated the Games on their respective platforms within 30 calendar days since the date of signing of the software license agreement with the Licensee or its Distributing Partners ("Integration Period").

If the Licensee fails to procure full integration of the Games with any of the operator(s) from the list of the Existing Clients within the Integration Period, each such specific operator shall cease to be considered as the Existing Client for the purposes of this Agreement.

5.2. If the Provider has been conducting negotiations with a potential client (being either an aggregator or an operator) about entering into direct software license agreement, the Provider shall submit to the Licensee (upon the latter's request) the evidence confirming that the Provider was the first which entered into such negotiations.

If such evidence is properly circulated, the Provider shall be entitled to continue the negotiations and enter into direct license agreement with such client.

5.3. Provided that the Licensee turns out to have commenced such negotiations with a potential client about entering into software sub-license agreement earlier than the Provider, the Licensee shall submit to the Provider (upon the latter's request) the evidence confirming that the Licensee was the first which entered into such negotiations and the Provider shall immediately cease all the negotiations held with the given potential client. In addition, such evidence shall confirm that the negotiations have commenced not later than one month before the date of submitting such evidence to the Provider (the "Non-Solicitation Period").

Consequently, the Licensee shall be entitled to finalize the negotiations with such potential sub-licensee and execute the respective software sub-license agreement within the Non-Solicitation Period (unless the Non-Solicitation Period has already expired before the date of the respective evidence is submitted to the Provider, as set out in this clause 5.3 above).

5.4. If the Licensee has not executed the respective sub-license agreement within Non-Solicitation Period, it shall immediately terminate such negotiations and let the Provider negotiate and enter into a direct software license agreement with such potential client.

5.5. The respective email communication of the Provider and / or Licensee with representatives of potential client about the terms of future cooperation shall constitute sufficient evidence for the purposes of this clause 5.

5.6. Furthermore, the Licensee shall notify the Provider in writing (or via email) about entering into each software sub-license agreement within five (5) business days from date of its execution. However, the Parties hereby agree and acknowledge that such agreement shall be deemed executed for the purposes of this Agreement only if the Provider has commenced to receive the License Fee under such sub-license agreement within the first three months from the date of its formal execution (the "Validation Period").

5.7. In the event that the Provider has received no License Fee within the Validation Period under such sub-license agreement, such sub-license agreement shall deem as not being executed and the Provider shall be fully entitled to execute direct license agreement with such former sub-licensee with no penalties being incurred on the part of the Provider and such former sub-licensee.

5.8. The Parties agree to cooperate in good faith to review their respective performance under the Agreement, discuss financial targets, marketing best practices and attempt to find ways to increase the benefit of the Agreement for both Parties.

5.9. In the event that the Provider has received no License Fee within consecutive three months after the integration of the operator, the Provider shall be entitled to suspend the provision of the Games to the given operator.

5.10. Neither Party shall during the term of this Agreement and for a period of 2 (two) years thereafter recruit or request services from employees of the other Party without the prior written consent of such other Party. In case of a breach of this obligation, aggravated Party shall be entitled to terminate this Agreement unilaterally.

6. Copying

- 6.1. The Licensee is prohibited from making copies of the Games, neither in part nor as a whole for any reason whatsoever.
- 6.2. Provided the Licensee has expressly requested in writing from the Provider the authorization to make a copy of the Games for the reason that such copies of the Games are required by the gaming licensing authority from whom the Licensee seeks or holds a license, and the Licensee has evidenced this regulatory requirement to the Provider in writing, then the Provider shall not unreasonably refuse to give its consent. Any such consent given is restricted to the presentation of a copy of the Games to the respective gaming licensing authority and does not include any guarantee or warranty whatsoever by the Provider that the Games is acceptable to that authority.
- 6.3. Provided further that the Provider undertakes to provide the Licensee with such information that may be (reasonably) required by the respective gaming licensing authority and that is related to the Games, the Provider shall undertake all efforts to provide this information within fourteen (14) business days from receipt of the Licensee's request by the Provider or else as soon as reasonably possible.

7. Alteration Procedures

- 7.1. Solely the Provider is at all times permitted to modify the Games, either upon the Provider's own initiative and for whatever reason the Provider deems necessary, or upon a duly substantiated request by the Licensee. Such substantiated request shall include, inter alia, the reasons for modification of a specific Game by the Licensee, the eventual anticipated consequences of such modification by the Licensee, as well as a statement on possible risks related to such modification by the Licensee.
- 7.2. The Licensee (and Sub-Licensees, as the case may be) is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering the Games, its components, applications or derivatives.

8. Rights of Property

- 8.1. Without prejudice to the License granted to the Licensee under this Agreement, the Parties confirm and agree that the Provider remains the sole and exclusive owner of the Games and API.
- 8.2. The Licensee undertakes to immediately notify the Provider upon the Licensee becoming aware of any unauthorized use of the whole or any part of the Games and/or API.

9. Intellectual Property Rights

- 9.1. The Parties agree that the Provider, being the exclusive owner and developer of the Games and API, retains full intellectual property rights over them.
- 9.2. Without prejudice to this, should any claim be brought against the Licensee by any third party alleging that the Games and / or API or use thereof infringes the Intellectual Property Rights of a third party, the Licensee shall duly and promptly notify the Provider of receipt or knowledge of such claim. Where notice of such a claim is given to the Provider, the latter shall defend at its own expense any such claim brought against the Licensee provided that the Licensee is to provide all reasonable assistance in respect of the claim.

9.3. If, in the Provider's reasonable opinion, the use of the Games or API is or may become the subject of a claim related to Intellectual Property Rights therein then the Provider may replace or modify the Games in such a manner as to ensure that the Games do not infringe any third party's rights. Such modification does not require the consent or approval of the Licensee, unless such modification would render the Games non-compliant with the Specifications.

10. Warranties

10.1. The Provider warrants that the Games are compliant with the Specifications indicated in Appendix A hereto and do not infringe the Intellectual Property rights of third parties.

10.2. The Provider warrants that the Games will be bug free and free of any errors that may cause the Licensee or any of its operators a financial loss. Any financial losses due to game errors or bugs that obliges the Licensee or any of its operators to make erroneous payment to its players (end users), will be immediately reported by the Licensee and paid by the Provider to Licensee subject always to clause 10.3 and clause 10.4.

10.3. The Provider's liability for any overpayment made to any end user as a result of a defect mentioned in clause 10.2 above and contained in the Games which causes erroneous winnings and/or damages to the Licensee / Sublicensees shall be subject to the following conditions:

- (a) The Licensee shall verify with the Provider any withdrawal request made by each specific end user on the Licensee/Sub-licensee website/application exceeding ten thousand euro (EUR 10,000) (or its equivalent in another currency) in aggregate over a consecutive period of 48 hours ("**Excessive Withdrawal**"). Such request by the Licensee shall include at least the following information: gaming transaction ID and the end user ID. For all other erroneous winnings, clause 10.2 shall apply.
- (b) If the Provider does not raise any objections within forty-eight (48) hours as of the moment of Licensee's verification request (made via email), the payment shall be deemed to be verified and clause 10.2 of this Agreement applies.
- (c) If the Licensee neglects to verify the Excessive Withdrawal mentioned in 10.3 (a) above or ignores the Provider's advice not to effect the payment in favour of an end user, the Provider shall not bear any responsibility as set out in clause 10.2. above.

10.4. In case if the damages / losses from erroneous winnings are below the amount of the Excessive Withdrawal and, as such, are not subject to prior approval under clause 10.3, the Licensee shall notify the Provider of any such damages / losses within ten (10) calendar days after the respective event giving rise to such damages / losses should have become known to the Licensee. Otherwise, the Provider shall not be obliged to compensate any damages resulting from such erroneous winnings.

10.5. To the extent permitted by applicable law, the Provider hereby declares the following:

- (a) Disclaims all other warranties with respect to the Games, either express or implied, including but not limited to any implied warranties relating to their quality, fitness for any particular purpose or ability to achieve a particular result; and
- (b) Does not provide any warranty that the Games are free of errors or that their use will be uninterrupted at all times and the Licensee acknowledges and agrees that the existence of such errors does not constitute a breach of this Agreement.
- (c) In the performance of the obligations undertaken in this Agreement, both Parties undertake to collaborate with the purpose of ensuring the efficient performance of their respective obligations.

10.6. The Licensee shall take all necessary measures in regard to its products and services to be at all times used solely in compliance with all applicable laws, rules and regulations (in particular all gaming, gambling laws of the respective jurisdiction where such products and services are offered by the Provider), in particular as regards the provision of the Licensee's services to end consumers.

10.7. The Licensee warrants that it (if applicable) holds the required regulatory, administrative and all other approvals, including gaming and gambling licenses, permits and trade licenses, for the purposes of offering the intended Games in all the jurisdictions, where the Licensee offers such services to end consumers, and that such licenses and permits are effective and valid.

10.8. The Licensee represents and warrants to the Provider that the execution, delivery and performance by the Licensee of this Agreement in connection with providing Games to end consumers do not and will not violate or result in a breach of or constitute a default under any law to which the Licensee is subject to, or under any governmental authorization (including the laws and governmental authorizations of all respective jurisdictions where the Games will be offered by the Licensee).

10.9. The Licensee shall be liable to indemnify and hold the Provider harmless from and against all liabilities, costs, damages, claims and expenses directly or indirectly resulting from any non-compliance with any such applicable laws, rules and regulations as laid out in Sections 10.6 – 10.8 herein.

10.10. For the avoidance of any doubt, the Parties hereby agree that, to the extent permitted by applicable law, in no event shall the Provider or Licensee be liable for any indirect, incidental, consequential loss or damage and for any lost profits and revenues suffered by any of them in connection with this Agreement, except for the instances of fraud.

11. Confidential Information

11.1. Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials concerning the other Party's business, plans, trade and business secrets, know-how, customers, user data, product architecture, data structures, algorithms, codes and products that are confidential and/or general information of technical or business nature or otherwise relating to the business or affairs of a Party that are of substantial value to such Party (hereinafter referred to as "Confidential Information"), which value would be impaired if such Confidential Information is disclosed to third parties.

- 11.2. Each Party will at all times treat as confidential in the same way that either Party protects its own information of a similar nature and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as the Confidential Information of the disclosing Party, but in no circumstances failing to meet the standard due diligence and prudence to protect the said Confidential Information. Each Party will not at any time (and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use the Confidential Information other than strictly for the purpose of this Agreement except with the written permission of the disclosing Party.
- 11.3. Each Party to this Agreement shall promptly notify the disclosing Party if it becomes aware of any breach of confidence and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against any person for breach of confidence.
- 11.4. Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that: (i) is or subsequently becomes public domain through no fault of the recipient Party; (ii) is already known to the recipient Party at the time of its disclosure; (iii) is rightfully received by the recipient Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the recipient Party.
- 11.5. The recipient Party may disclose the Confidential Information in accordance with a mandatory judicial or other governmental order, provided that the recipient Party shall give the disclosing Party reasonable notice prior to such disclosure and, if possible, reasonable opportunity to obtain a protective order or the equivalent.
- 11.6. The recipient Party shall return to the disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information or shall destroy such information and copies on the written request of the disclosing Party or upon termination of this Agreement. The returning of materials shall not relieve the receiving Party from compliance with other terms and conditions of this Agreement.
- 11.7. The obligations of this Section 11 remain in full force and effect notwithstanding any termination of the License or this Agreement.

12. Data Protection

The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

13. Change of Control

- 13.1. In the event that at any time during the Term of this Agreement, the ownership or control of at least 25% of the shares in the Licensee should change from the now current ownership or control, or any internal rearrangement in the shareholding of the Licensee between its current shareholders, or any transmission of shares 'causa mortis' should take place, the Licensee shall give the Provider a 30 days prior

notification of this event in writing and submit to the Provider contact and other information of the new shareholders reasonably requested by the Provider.

- 13.2. If the Licensee fails to give a prior notification or submit the requested information of the new shareholders, the Provider reserves the right to consider such transfer to be a breach of the Agreement and terminate the Agreement.

14. Force Majeure

- 14.1. Notwithstanding any provisions of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of circumstances beyond the reasonable control of the relevant Party including, without limitation, inability or delay caused through acts of God, fire, flood, riot, civil disturbance, war, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an associated company to that Party), lightning, explosion, internet disruption caused by hack attack (including state-sponsored attack), computer virus attack, malware attack, damaging of undersea internet cables, civil commotion, malicious damage, storm, tempest, act of government or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible, and any other circumstances beyond the reasonable control of the relevant Party.
- 14.2. If any one of the events mentioned above impact either Party's abilities to fulfill obligations defined by this Agreement within its Term, the Games delivery timing and/or period of warranty will be extended by the period of the event(s).
- 14.3. If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within ten business days in writing as to commencement, duration and conclusion of the above-mentioned circumstances.
- 14.4. If either Party fails to issue the notice pursuant to Section 14.3 herein or delays its issuance beyond the timeframe defined in Section 14.3, it loses the right to utilize any of the circumstances/events listed in Section 14.1.

15. Notices

With the exception of Purchase Orders, acknowledgements, invoices, payments, and other usual and routine communications, all other notices or writings required or permitted under this Agreement, including but not limited to notices of default or breach, shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other Party), and shall be deemed to have been received (a) when hand delivered to such individuals by a representative of the sender, or (b) three business days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (c) when sent by electronic transmission, with the confirmation of receipt by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery.

Provider - Contact Details

- **Ultrasoft N.V.**, Groot Kwartierweg 10 Livestrong Building, Curaçao

- Email: finance@ultrasoftnv.com; legal@ultrasoftnv.com

Licensee - Contact Details

- **Uno Digital Media B.V.**, Schottegatweg Oost 10 Unit 1-9 Bon Bini Business Center, Curacao
- Email: office@scartesu.com / unodigitalmedia@keyfin-management.com

16. General provisions

16.1. Appendix

The provisions included in any Appendixes and / or Schedules attached (or to be attached) to this Agreement shall be deemed to form an inherent part of this Agreement and are to be read in conjunction with this Agreement and are binding upon the Parties.

16.2. Severance

If any provision of this Agreement is prohibited by law or declared to be unlawful, void, null or unenforceable by a court, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This shall have no effect on the other provisions of this Agreement which shall remain valid and in force and shall be carried out as near as possible according to its original terms and intent.

16.3. Applicable Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

The Licensee and/or its Sub-Licensees irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

The Provider retains the right to sue for the recovery of fees due in terms of this Agreement in any jurisdiction in which the Licensee is operating or has any assets.

The Provider retains the rights to sue for breach of its intellectual property rights and other proprietary information, whether related to this Agreement or otherwise, in any jurisdiction where it has reason to believe that an infringement or breach of this Agreement in relation to its Intellectual Property Rights might be taking place.

The Licensee recognizes that a breach or a threatened breach of the Provider's Intellectual Property Rights will cause the Provider irreparable damage and consequently that in this event the Provider is entitled to injunctive relief and other measures that prevent the threatened breach or stop the breach of the Provider's Intellectual Property Rights.

16.4. Amendments

This Agreement may not be amended, varied or modified in any manner except by an agreement in writing signed by a duly authorized officer or representative of each of the Parties.

16.5. Entire Agreement

This Agreement, including any Appendices thereto, supersedes all prior agreements, arrangements and undertakings between the Parties.

The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

16.6. Counterparts and Language

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorized officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement.

16.7. Excluded Territories

"Excluded Territories" means any jurisdiction in which the Licensed Games cannot be used and/or offered to users, as well as such other jurisdictions or territories as may be added and designated as such from time to time by the Provider in its sole and absolute discretion, by written notice to Licensee.

- The United States of America, its territories and possessions
- Israel
- Iran

Provider:

As represented by Managing Director
eMoore N.V.

Maria A. Bon



Maria A. Bon

Chantal van der Leeuw

Proxy Holder to eMoore N.V.

Licensee:

As represented by Director
Kurason Trust Curaçao N.V.

By: Jonathan Heymans
Managing Director

DocuSigned by:

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Appendix A

List of Games and their Specifications to be provided under the Software License Agreement dated 1st November 2024:

The artifacts to be delivered within this Agreement shall include:

- a) The API for integration
- b) Games Note: Any game released will be made available for integration.

Game	Game id	Game	Game id	Game	Game id
Books of Giza	573	Fiery Planet	392	Neon Classic	488
Catch the Leprechaun	575	Crocoman	409	Power of Poseidon	452
Pirate's Legacy	576	Fruity Sevens	424	Great Ocean	486
The Big Score	574	Richy Witchy	429	Legend of Atlantis	442
Xmas Avalanche	571	Jewel Bang	395	Aztec Temple	448
Fruit Boost	572	Crazy Jelly	443	Love is	476
Halloween	570	Mistress of Amazon	393	Book of Egypt	465
Extra Gems	568	Magical Mirror	446	Triple Dragon	444
Coinfest	569	Juicy Spins	428	Monkey's Journey	480
Book of Light	567	Safari Adventures	426	Sakura Wind	469
Pearls of the Ocean	565	Princess of Birds	401	Lucky Money	475
Wild Crowns	564	Fairy Forest	400	Cinderella	477
Ways of the Gauls	563	Lucky Dolphin	427	Crystal Sevens	425
9 Dragon Kings	560	Arabian Tales	417	Mega Drago	450
Piedra del Sol	559	The Ancient Four	535	Jungle Spin	423
9 Gems	561	Dragon's Element	533	Cleo's Gold	386
Posh Cats	557	Caishen's Gifts	534	Magical Wolf	394
Joker Chase	556	Pirate's Map	532	Power of Gods	483
Frozen Mirror	554	Webby Heroes	526	Dynasty Warriors	538
Diamond Hunt	555	Jackpot Lab	531	Wild Spin	536
Little Witchy	552	Aztec Coins	529	Da Ji Da Li	537
Un Día de Muertos	553	Chinese Tigers	530	Bonus Deuces Wild	566
Wild Justice	551	Rhino Mania	528	Aces and Faces	577
Leprechaun's Coins	550	Lucky Cat	527	Jacks or Better	562
Bamboo Grove	549	Pharaoh's Empire	492	European Roulette	110
Guises of Dracula	547	Bison Trail	491	Baccarat VIP	490
Might of Zeus	548	Jade Valley	485	Baccarat PRO	99
1001 Spins	546	Hawaiian Night	543	Baccarat Mini	489

Lord of the Sun	544	Santa's Bag	542	Blackjack	93
7 & Hot Fruits	545	Royal Lotus	541	Blackjack Vip	487
Wealth of Wisdom	540	Chilli Fiesta	539		

Provider:

As represented by Managing Director
eMoore N.V.

Maria A. Bon



Maria A. Bon
Chantal van der Leeuw
Proxy Holder to eMoore N.V.

Licensee:

As represented by Director
Kurason Trust Curaçao N.V.

By: Jonathan Heymans
Managing Director

DocuSigned by:

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