

Software License and Services Agreement

TO DELIVER A GAMING PLATFORM AND OPERATIONAL INFRASTRUCTURE

THIS AGREEMENT made effective as of 29 April 2024 (the "Agreement")

BETWEEN:

Astol Ltd
Second Floor, 14 Athol Street, Douglas, IM1 1JA, Isle of Man
Reg. number 020443V
(hereinafter the "Provider")

-AND-

Scores55 Tech B.V.
Scharlooweg 39, Willemstad, Curaçao
Company number 162990
(hereinafter the "Licensee")

(both hereinafter jointly referred to as the "Parties" and each of them as a "Party")

The Parties to the Agreement hereby premise the following:

The Provider is the owner of the Software and Operational Infrastructure, which is used for implementing the e-gaming services under the relevant remote gaming license;

The Licensee is a company that promotes e-gaming services through marketing and advertising for the purpose of introducing prospective players to such services, and has sought the Provider's approval for the use of its Software and Operational Infrastructure;

The Licensee has sought the services of the Provider in delivering support in the use of the Software and Operational Infrastructure and the Provider has agreed to deliver such Technical Support Services and Operational Support Services;

The Provider assumes the responsibility for providing the Software and Operational Infrastructure to the Licensee defined in Appendix A, as well as any other items or services agreed to in this Agreement;

Conversely, the Licensee agrees to share revenue generated by the use of the Software and Operational Infrastructure, as well as for any other items or services agreed hereto, with the Provider.

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions set out herein. In general, Provider would be responsible for ensuring continuous access to the e-gaming services promoted by the Licensee, for settlement of amounts due to the Licensee in accordance with the terms and conditions agreed.

In the performance of the obligations undertaken in this Agreement, both Parties agree to collaborate with the purpose of ensuring the efficient performance of their respective obligations.

The Parties hereby agree on the following terms and conditions:

1. Granting of Software License

The Provider hereby provides the Software to the Licensee in accordance with Appendix A and grants a restricted, non-exclusive, non-transferable, limited License to its use against consideration.

The Licensee undertakes to use the Software for processing its own data and for offering its clients internet gaming services and activities and related services only.

The Licensee is restricted to use the Software only in connection with the present Agreement.

The Licensee is limited to the Software described in Appendix A.

2. Support Services

2.1. The Provider hereby undertakes to provide the Licensee with such Support Services as described in Appendix C.

2.2. To this end, the Provider undertakes to make available professional employees or to contract professional persons to efficiently provide such Support Services throughout the duration of this Agreement.

2.3. The Licensee hereby undertakes to serve a written notice to the Provider of any request for Support Services providing therein a description of the Software or Operational Infrastructure difficulties encountered and the issues that are expected to be addressed by the Provider in providing the Support Services in the present case.

2.4. Support services will be classified in either of the following four severity levels, based on the respective definitions hereunder. The response time for each severity level is defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact on the licensee's live environment resulting in the inability to use the software.	Less than two (2) business hours
High	The request has severe business impact, limiting the usage of one or more major functions of the software in the licensee's live environment. The live environment is still operational, but restricted.	Less than eight (8) business hours
Medium	The software still functions in the licensee's business environment, but there are functional limitations that are not critical in the daily operation.	Less than sixteen (16) business hours
Low	Minor infractions including documentation or cosmetic error.	Less than forty (40) business hours

The Licensee must assign and clearly indicate the severity level assigned in the Support Services Request sent to Provider. The Support Services Request must clearly state the reasons for the severity level assigned and the nature of the issue. The Licensee may also set a priority based on the urgency and impact on its business environment. As a default the request should be created as a Severity 3, Priority Medium. The Provider will review the severity level assigned to the request and use commercially reasonable efforts to resolve and correct reported cases. If the Provider determines that

a request results from a problem within the product that can be temporarily circumvented, the severity level will be re-evaluated to determine the appropriate course of action.

2.5 The Parties agree that support for technical issues is to be sought reasonably and only as a measure of last resort. In case of support for technical issues being sought outside the Scope of the Support Services as defined in Appendix C hereto, the Provider will charge the Licensee the Fees laid out in Appendix C.

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 authorised representatives of both Parties. The effective duration period of the Software License is limited to one year ("Original License Period"). The Software License is effective upon the date of Launch as defined in Section 5 below.
- b) An extension of the Term of the License is automatic ("Extended License Period") unless canceled by one of the Parties in writing. Such Extended License Period ends one year after the expiration of the Original License Period. Extensions to the Term of the License can take place as many times as the Parties deem practicable.
- c) This Agreement terminates upon expiration of the Original License Period or, if applicable, upon expiration of the Extended License Period, should an extension be canceled in writing.
- d) Either Party may terminate this Agreement prior to expiration of the Original License Period respectively the Extended License Period by giving six (6) months) prior notice duly served upon the other Party.
- e) For the avoidance of doubt, fees and any payments due in terms of this Agreement shall continue to be due for as long as the Agreement is effective.

3.2 The Provider may terminate this Agreement at any time giving written notice to the Licensee in case

- a) the Licensee commits any 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 fifteen (15) 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 one 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
- b) the Licensee acts in violation of any applicable gaming, gambling and betting laws or policies as laid out in Sections 11.1 to 11.5 below; or
- c) the Licensee permanently discontinues the use of the Software.

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 fifteen (15) business days. In such case the Provider undertakes to give the Licensee ten (10) business days prior written notice.

3.4 Upon termination of the Agreement, for any reason whatsoever, Provider shall have the right to immediately terminate access to the Software and related data from its own servers.

3.5 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.

3.6 Licensee may obtain its own remote gaming license at any point and decide to cease using Provider's legal and financial infrastructure (as provided by Appendix A, p. 2a, 2c). In this case the Provider shall take all necessary technical steps in order to assist the Licensee in this transfer, and the Parties shall negotiate and sign a new agreement, in lieu of the current Agreement, to govern their further relationships.

4. Fees Payable under the Agreement

4.1 Revenue Share and Minimal Monthly Fee

The Licensee undertakes to share with the Provider **a percentage from the Total Casino Revenue** as Service Fee for the use of the Software and Operational Infrastructure.

Calculation of Total Casino Revenue is shown below in Appendix D.

All fee amounts, and in particular monthly License Fees and Fees to Game Providers, are calculated in Euro. In case Licensee receives revenue in other currencies, including cryptocurrencies, monthly revenue amounts and fees for the previous month shall be converted to Euro and fixed according to exchange rates effective as of 00:00 UTC on the 1st day of the current month. Exchange rate information shall be taken from XE.com with a 3% benefit to the Provider for all fiat currencies and Bitcoin, and from Coinmarketcap with a 3% benefit to the Provider for all cryptocurrencies excluding Bitcoin.

Payment of the fees due from either Party shall be made by a wire transfer in Euro to the other Party's banking account against an invoice, unless otherwise was expressly agreed by the Parties.

Unless stated otherwise in the payment request or agreed upon by the Parties in writing, payment of any fees due to Provider shall be made within ten (10) business days from the date of issue of the payment request.

Payment of the fees due from Licensee shall be made either by Licensee or by a competent third party acting on behalf and upon authorisation of the Licensee.

The fees agreed to in this Section 4 are exclusive of any banking or payment service fees, as well as Value Added Tax, all of which, if applicable, shall be borne by the Licensee.

5. Software Delivery and Acceptance

5.1 Delivery shall be deemed to have taken place when the Software (as defined and outlined in Appendix A, section 1):

- has been installed on Provider's equipment;
- has been, along with the Operational Infrastructure (as defined and outlined in Appendix A, section 2) and Game Integrations (as defined and outlined in Appendix A, section 3), made available for testing and Acceptance purposes to the Licensee; and
- the Licensee has been informed of the above by email.

5.2 The Software Acceptance stage shall start on the date of Delivery and shall fall under the following procedure:

The Licensee has 3 (three) testing rounds.

- The Licensee shall test the Software and supply the Provider with the test results of the first testing round not later than 5 (five) business days after the Delivery of the Software. If the Licensee does not supply the Provider with the test results in the indicated period, the Software is deemed to be accepted.

- Should the results of the first testing round show that the Software does not fulfill a specification, the Provider is obliged to correct such error at his earliest convenience upon receipt of notice from the Licensee that such error is unacceptable.
- After all errors of the first testing round are corrected by the Provider and the Licensee is informed thereof via email, the Licensee has 3 (three) business days for the second testing round. If the Licensee does not supply the Provider with the test results in the indicated period, the Software is deemed to be accepted.
- After all errors of the second testing round are corrected by the Provider and the Licensee is informed thereof via email, the Licensee has 3 (three) business days for the third testing round. If the Licensee does not supply the Provider with the test results in the indicated period, the Software is deemed to be accepted.
- Licensee shall accept the Software immediately after the Provider has demonstrated that all errors indicated by the Licensee in the third testing round have been corrected.

5.3 Licensee shall confirm Software Acceptance in writing via email or any other means.

5.4 Inability of the Licensee to use the Software caused by factors not directly related to the Software shall not be considered a valid reason for postponing or declining Software Acceptance.

6. Launch

6.1 Launch shall be deemed to have taken place when the Software becomes available for public use (for both gameplay and transactions) on the Licensee's Website, and the Licensee has been informed thereof by email.

6.2 Launch can take place only after the full settlement of Setup Fee as per Appendix D.

6.3 The Licensee shall inform the Provider about the desired date of Launch and provide all necessary information for the Launch at least 3 (three) business days before the desired date.

The Licensee understands and accepts that during the period when the Bankroll is depleted, the Licensee should top up the Bankroll during the next 48 working hours or the Software will automatically block access to making withdrawals to Players and to manually altering their balances.

For the avoidance of doubt, in case of any liquidity shortfall the Provider will not pay to Players from its own funds. All payments to Players shall be made from the Licensee's funds.

6.4 If the Bankroll amount has continuously exceeded the agreed minimum level for at least 3 (three) calendar months, the Licensee has the right to request the exceeding amount of the Bankroll to be returned to Licensee's banking account.

6.5 After termination of this Agreement for whatsoever reason the Provider is obligated to return the current remaining amount of the Bankroll to the Licensee, less the amount of Player's winnings exceeding losses (if any), less the amount of any Licensee's outstanding debts to the Provider (if any), within 15 (fifteen) calendar days after the date of termination. This clause shall survive termination of the Agreement.

7. Copying and Alternation Procedures

7.1. The Licensee is expressly prohibited from making copies of the Software, whether in part or in whole and for any reason whatsoever.

7.2. Provided that where Licensee has requested in writing from Provider to make a copy of the Software for the reason that such copies are required by the gaming licensing authority from whom the Licensee seeks a gaming 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 solely to presentation of a copy of the Software to the respective gaming licensing authority and does not include any warranty whatsoever that the Software is acceptable to that authority.

- 7.3. The Licensee is expressly prohibited from adapting, varying, modifying, disassembling, decompiling or reverse engineering the Software, its parts, components, applications or derivatives.
- 7.4. Solely the Provider is at all times permitted to modify the Software, either upon the Provider's own initiative and for whatever reason, or upon a substantiated request by the Licensee.

8. Rights of Property

Without prejudice to the License of use granted to the Licensee under this Agreement, the Parties declare and agree that the Provider remains the sole and exclusive owner of the Software and Operational Infrastructure.

The Licensee undertakes to immediately notify the Provider upon the Licensee becoming aware of any unauthorised use of the whole or any part of the Software.

9. Intellectual Property Rights

- 9.1. The Parties agree that the Provider, being the exclusive owner and developer of the Software, retains full Intellectual Property Rights over it.
- 9.2. The Provider shall indemnify and keep fully and effectively indemnified and hold harmless the Licensee (and its officers, directors and employees) from and against any and all costs, claims, damages, demands, losses and liabilities, suffered or incurred by it resulting from any claim by a third party that the Software or use thereof infringes any third party's Intellectual Property Rights. The Licensee shall (i) duly and promptly notify the Provider of receipt or knowledge of such claim; (ii) provide the Provider sole authority to procure the defence and / or settlement of the claim; and (iii) provide all reasonable assistance in respect of the claim.
- 9.3. If, in the Provider's reasonable opinion, the use of the Software is or may become the subject of a claim related to Intellectual Property Rights therein then the Provider may replace or modify the Software in such a manner as to ensure that the Software does 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 Software non-compliant with the Specifications.
- 9.4. The Licensee shall retain all Intellectual Property Rights in its brand name, trademark, service mark, trade name, and domain name used to promote the Software, along with copyrights to any website content it creates, with the exception of any game content, Intellectual Property Rights of which are owned by the respective game providers.

10. Warranties

- 10.1. The Provider warrants that the Software is compliant with the Specifications indicated in Appendix A hereto.
- 10.2. If the Provider receives written notice from the Licensee of any breach of the said warranty after the Acceptance Date, the Provider shall at its own expense remedy the defect or error in question at the Provider's earliest convenience.

When notifying a defect or error the Licensee shall (as far as reasonably possible) provide the Provider with documentation of such defect or error.

- 10.3. The Provider undertakes to diligently provide the Software Support Services as defined in Appendix D hereto through employees or agents.
- 10.4. The said warranties above shall be subject to the Licensee complying with all obligations under the terms of this Agreement.
- 10.5. To the extent permitted by applicable law, the Provider
 - 10.5.a) disclaims all other warranties with respect to the Software, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result; and
 - 10.5.b) makes no warranty that the Software is free of errors or that its 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.

11. Licensee's Obligations

- 11.1. The Licensee shall take all necessary measures in regard to its activities to be at all times used solely in compliance with all applicable laws, rules and regulations (in particular all applicable gaming, gambling and betting laws).
- 11.2. The Licensee represents and warrants to the Provider that the execution, delivery and performance by the Licensee of this Agreement in connection with providing gaming services to End Users 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 authorisation.
- 11.3. The Licensee warrants it shall at all times comply with operational policies enforced by the Provider, including but not limited to: **a) KYC/AML Policy; b) Responsible Gaming Policy; c) Player Complaints Policy; d) Privacy Policy/Notice**. Such policies and rules shall be made available to the Licensee upon signature of this Agreement and may be updated from time to time, of which the Provider shall duly notify the Licensee.
- 11.4. When operating the Website, the Licensee undertakes to notify the Provider as soon as possible of any manual negative balance corrections that the Licensee performs to any player's balance. Such notification must contain a detailed explanation of the reason for the balance correction.
- 11.5. Licensee shall be liable to Provider for any activities that may be deemed delusive or considered unlawful by the gaming regulator. Such activities include, but are not limited to, unsubstantiated confiscations of players' winnings or deposited funds, arbitrary changes of responsible gaming limits set by players, lifts of self-exclusions against applicable regulations, creating accounts and using manual balance corrections for personal needs of the Licensee and its employees or contractors, etc.
- 11.6. In case Provider becomes aware of gross and/or systematic violation of clauses 11.3 to 11.5 by Licensee, the Provider reserves the right to restrict Licensee's access to the Software backoffice until such breach is remedied, or to terminate the Agreement with immediate effect.
- 11.7. Provider further reserves the right to process transactions to specific End Users on its own, provided there has been an express requirement from the gaming licensing regulator to do so or gross violation of applicable rules and policies has been made by Licensee. In such case Licensee may request from Provider a written evidence of the regulatory requirement in question or the reasons for such action with reference to applicable policies, and the Provider undertakes to supply such evidence to the Licensee at earliest convenience.
- 11.8. Since Provider must always stay compliant with the regulator's requirements, the **Terms & Conditions** of the Website binding upon players shall be provided to Licensee by the Provider. Licensee is entitled to make certain changes to these Terms & Conditions, but solely upon the Provider's review and written approval of such proposed changes.

- 11.9. Upon signing of this Agreement, Licensee undertakes to change the Name Server records of its domain name to include the Name Server details supplied by the Provider, and change the Registrant Information to include the contact details of the remote gaming license holder indicated in Appendix A, 2a. Licensee understands that Delivery and Launch are contingent upon changing these domain settings and agrees to keep the settings for the whole Term of the Agreement. For the avoidance of doubt, Provider has and will have no rights in Licensee's domain name or any brand names used by Licensee.
- 11.10. Licensee can publish in the media any content (press releases, blog posts, etc.) related to the Software and Operational Infrastructure on condition that all such content contains accurate information and does not violate the rights of the Provider or third parties. Provider reserves the right to request to remove or amend any content containing false information about the Software, including availability of certain games and payment methods or availability of the Website on certain territories, and Licensee undertakes to have such request fulfilled at earliest convenience. Provider, however, warrants that it will not deliberately limit Licensee's marketing and promotional efforts.
- 11.11. Licensee shall be liable to indemnify and hold 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, regulations and policies as laid out in Section 11 herein arising out of:
- 11.11.a) any claim made by an End User arising out of the use of the Website;
 - 11.11.b) any claim by a gaming regulator alleging the Licensee violated licensing regulations;
 - 11.11.c)) any regulatory fines, provided they are imposed directly in relation to the Website or directly arise out of Licensee's violations of this Section 11
 - 11.11.d) breaching Payment Processing methods' terms of service

12. Services provided by Third Parties

Provider warrants that it has performed due diligence checks on and have studied the necessary certifications of each and every Game Provider listed in Appendix A.

Notwithstanding the above, the Provider assumes no responsibility whatsoever for any services provided by Game Providers or any other third parties. Any malfunctions or difficulties with the Software relating to services provided by such third parties are not covered by the Provider's Software Support Services. The Licensee holds the Provider harmless of any liability that may arise as a result of services obtained from third parties.

13. Confidential Information

- 13.1. 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.
- 13.2. 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 purposes of this Agreement except with the written permission of the disclosing Party.

- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. The obligations of this Section 13 remain in full force and effect notwithstanding any termination of the License or this Agreement.

14. Limitation of Liability

14.1. Nothing in this Agreement shall exclude or limit liability for:

- 14.1.a) death or personal injury; or
- 14.1.b) fraud or fraudulent misrepresentations; or
- 14.1.c) any other liability that cannot be limited or excluded by applicable law.

14.2. Neither Party shall be liable in contract, tort (including negligence), or otherwise in connection with this Agreement for the following:

- 14.2.a) loss of profits;
- 14.2.b) loss of revenue;
- 14.2.c) loss of business opportunity or contracts;
- 14.2.d) loss of anticipated savings;
- 14.2.e) loss of goodwill or any reputational damage;
- 14.2.f) any special, indirect or consequential losses; or
- 14.2.g) loss or damage arising from loss, damage or corruption of data,

in any case, whether or not such losses were within the contemplation of the Parties at the date of this Agreement, suffered or incurred by the other Party arising out of or in connection with this Agreement.

- 14.3. Subject to clause 14.2, the total liability of either Party in contract, tort (excluding defamation), negligence, pre-contract or other representations or otherwise arising out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited to the amounts payable by the Licensee to the Provider under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the liability.

15. Data and Funds Protection

- 15.1. 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.
- 15.2. The Provider agrees that personal information and any other data pertaining to Players and their actions (“**Player Data**”) will be owned by and is the exclusive property of Licensee, and assigns any and all current and future rights in Player Data to the Licensee. The Provider shall not, and shall not permit any person to, transfer or disclose such Player Data to any other person: (a) without the prior written consent of Licensee, (b) unless required by applicable laws, rules or regulations or in accordance with the terms of this Agreement, or (c) at the specific request and with the specific consent of the applicable Player, as required by data protection laws.

Provider shall use the Player Data only in connection with its rights and obligations under the Agreement, and shall (i) hold it in strict confidence, (ii) use standard industry practices to keep it secure, and (iii) promptly notify Licensee of any security breach involving Player Data and, if reasonably requested by Licensee, assist Licensee in taking any remedial action.

- 15.3. Upon termination of this Agreement for whatever reason the Licensee may request to receive the entire accumulated Player Data, and Provider shall cooperate in the Player Data transfer requested by Licensee.
- 15.4. The Parties, as well as their employees, agents or contractors acting on their behalf, undertake to enforce strict information security measures, so that all admin access data, Player Data and funds in the system are kept safe.
- 15.5. In case of theft of Licensee’s or Provider’s funds from the Provider’s merchant accounts, Provider, together with Licensee, shall perform an investigation of the issue as soon as possible.
- If the investigation reveals that the Licensee’s access has been compromised, then the Licensee shall assume full responsibility for the loss of funds. Due to the nature of business, the stolen amount can be larger than the Total Gross balance in the Licensee’s project (i.e. Player Balances + Bankroll) as of the time of incident. Should it be the case, then Licensee shall reimburse to the Provider the exceeding amount, as well as Player Balances.
- If the investigation shows that the Provider’s access has been compromised, then the Provider shall assume its full liability for this incident, capped at the Total Gross balance in the Licensee’s project as of the time of the incident.

16. Assignment

The Licensee is expressly prohibited from transferring, assigning or in any manner give to third parties any rights, licenses, or obligations which it has undertaken in this Agreement, other than to another entity that the Licensee singly controls or is controlled by.

In the event that at any time during the Term of this Agreement, the ownership or control 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 written notification within three (3) months after this event in writing and submit to the Provider contact and other information of the new shareholders reasonably requested by the Provider. 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.

Any assignment or transfer performed by the Licensee in violation of this Section 15 will be null and void without having any effect.

17. Force Majeure

17.1. 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, fire, flood, riot, 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, 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.

17.2. If any one of the events mentioned above impact either Party's abilities to fulfill obligations defined by this Agreement within its Term, the software delivery timing and/or period of warranty will be extended by the period of the event(s).

17.3. If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within three (3) business days in writing as to commencement, duration and conclusion of the above-mentioned circumstances.

17.4. If either Party fails to issue the notice pursuant to Section 16.3 herein or delays its issuance beyond the timeframe defined in Section 16.3, it loses the right to refer to any of the circumstances or events listed in Section 16.1.

18. Notices

With the exception of 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 authorised 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 written confirmation by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery.

The Parties agree that all arrangements between the Provider and the Licensee made in writing (emails, messengers, etc.) with regard to the Agreement shall be deemed effective.

Provider

Company details

- Company Name: Astol Ltd.
- Address: Second Floor, 14 Athol Street, Douglas, IM1 1JA, Isle of Man
- Email: Ed@affinityco.com

Licensee

Details of the person authorised to take commercial decisions (CEO, Director or similar role)

- Name: Allyant Group B.V.
- Email: ag.legal@allyant-group.com

18. General provisions

18.1 Appendices

The provisions included in Appendices 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.

18.2 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 nearly as possible according to its original terms and intent.

18.3 Applicable Law and Jurisdiction

The Parties shall first of all seek to resolve any disputes that may arise in relation to this Agreement amicably and in good faith. If this does not succeed the dispute shall be resolved under the law of Curacao.

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 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.

18.4 Amendments

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

18.5 Entire Agreement

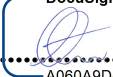
This Agreement, including its Appendices, supersedes all prior agreements, arrangements and undertakings between the Parties. The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

18.6 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 authorised officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement. This Agreement is drafted in English language. If this Agreement is translated into any other language, the English language version shall prevail.

Provider

Astol Ltd

DocuSigned by:

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Licensee

.....

Philip M. Humme

Philip Humme, Managing Director
obo Allyant Group B.V.

Jennifer Streedel

Jennifer Streedel, Proxyholder
obo Allyant Group B.V.

Appendix A

The Software and Operational Infrastructure delivered within this Agreement

1. The Software delivered within this Agreement shall include:

a) Gaming Platform

The core of the online casino, allowing Licensee to operate the casino by managing its various settings and getting performance reports. The integral parts of the Gaming Platform are:

- Reporting engine: detailed reports on players' balances and activity, played games, bets, wins, as well as financial and cash-flow statistics on the Casino.
- Player management: viewing detailed information on player activity, working with KYC documents submitted by players, enabling and disabling players, manual changing of players' account balances, advanced player filters and player groups.
- Game management: enabling and disabling certain games from the provided list of games, organizing games into custom categories, game history functions.
- Payment management: monitoring deposits and withdrawals, approving cashout requests made by players, managing fees on deposit and withdrawal transactions.
- Bonus management: issuing bonuses and free spins (manually or triggered by certain actions), setting playthrough requirements, maximum bonus amounts, and a wide range of other bonus-related parameters.
- Loyalty features: redeemable Comp Points, player status levels, limited-time tournaments, draws among depositing players.
- Content management system (CMS): managing content on inner pages of the website, managing page metatags, uploading files.
- Email tools: automatic retention email functionality, ability to send newsletters and promotional emails to chosen groups of players. Achieved via integration of the Gaming Platform with a third-party email messaging / marketing automation platform.
- Admin roles: ability to manage admin accesses and limit them based on various rules.

Licensee will be provided with unrestricted access to the Gaming Platform's backoffice (administrator panel) before Launch.

The Provider will release updates to the Gaming Platform from time to time, all of which will be delivered to Licensee for free.

b) Website Development Services or Tools

The Frontend part of the online casino, to be developed in line with the functionality of the Gaming Platform as per procedures outlined in **Appendix B**.

c) **Multi-language localization**

Standard Localization into and support of the following languages on the Website, at Licensee's choice: English, Australian, New Zealand, Canadian, Irish, German, Austrian, Swis, Norwegian, Arabic,, Finnish, Indian

NOTE: Standard Localization denotes translations for standard User Interface definitions within the Software only. Any custom or additional content on Licensee's Website, or elements within Casino Games, shall be outside the scope of Standard Localization. Any additional elements of the Software will be localized by Provider in English at first.

2. **Operational Infrastructure to be provided within this Agreement shall include:**

a) DDoS Protection by Cloudflare

If enabled (recommended), subject to an additional fixed monthly fee per domain name.

b) Player Database maintenance

3. **Game Integrations implemented by the Provider:**

Game provider
Evolution Gaming
BGAMING
No Limit City
Igrosoft
3oaks

Calculations for the Monthly Commission Fees shall be attached to the Revenue Share calculations submitted to the Licensee within the first fifteen (15) calendar days of the month for the previous month.

NOTE ON JACKPOTS:

Local Jackpot means a collective jackpot managed by the Licensee, which is not part of Pooled Jackpot and which accumulates contributions through wagers played in each game. Contributions to the Local Jackpot and winnings paid by the Local Jackpot are deemed bets and winnings, respectively.

Pooled Jackpot means a collective jackpot (or “network jackpot”) which accumulates Jackpot Contributions through wagers played in each game which participates in the shared jackpot network. The Licensee is liable for Jackpot Contributions less the respective Jackpot Winnings each month.

NOTE ON EXTRA GAME VENDORS:

Licensee may request to add new Game Providers to the list above for a negotiable fee, and Provider undertakes to do so at earliest convenience, as long as it has technical capability to supply the given Game Provider integrations.

Provider

Astol Ltd.

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Appendix B

Website Design and Development

1. Provision of tools for website design

As soon as practicable after signing of this Agreement, Provider will grant to Licensee access to Frontend API and deliver up-to-date Documentation and other necessary instructions to this API, therefore enabling the Licensee to develop and support the Frontend part of the project by the Licensee’s own efforts.

Notwithstanding the above, Provider will not supply alongside the API and its Documentation any implementation guides or examples for any programming language or framework.

2. Warranties

Provider warrants that the Documentation to Frontend API is comprehensive enough for a skilled technical specialist to understand it and perform the integration of the Frontend with the Gaming Platform.

Provider undertakes to duly notify Licensee about all new features and additions implemented in the API, once they are available for testing and development purposes. In exceptional cases, should any API method be deprecated, the Licensee will receive at least two (2) months advance notification.

Licensee, in turn, warrants and confirms that its employees and agents have sufficient qualification to develop a fully functional Website based on the Frontend API, therefore enabling the Licensee to fully manage the Frontend part of the project on its own.

3. Support Services

The Parties agree that any consultations, training or Q&A sessions pertaining to Provider’s Frontend API (other than routine requests for credentials that constitute the normal workflow) shall lie outside the scope of standard Support Services and are priced per hour according to Appendix D.

4. Waivers

Since the Frontend part of the online casino will be devised and at all times controlled by Licensee, the Parties agree that any errors, bugs or defects found in the Frontend code, as well as those pertaining to implementation of integration of the Frontend with the Gaming Platform via the API, are outside Provider’s responsibility and shall lie outside the scope of:

- a) Acceptance testing, as outlined in Clause 5.2; and
- b) Support Services, as outlined in Appendix D.

Provider

Licensee

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Appendix C

Support Services schedule

1. Definitions

Technical Support – range of services providing assistance with technical aspects of the Software and Operational Infrastructure, per scope set out in Appendix A, that enable the Licensee to solve specific problems with the product or its IT environment.

Disaster Recovery – process of restoring IT business continuity.

2. Scope

Technical Support includes answering technical- and usage-related questions from Licensee, upgrades of software, maintenance operations and fix of all reported and confirmed errors.

Disaster recovery includes complex help for Licensee during process to recovery. This includes: re-installation of web, application and database servers, data recovery and data consistency recovery.

For the avoidance of doubt, first-tier support to End Users (i.e. to Licensee’s Website visitors or players) shall be outside the scope of Support Services rendered by the Provider.

3. Cost

Support Services are provided **free of charge**.

All other tasks that are out of scope described in Article 2 of this Appendix D, or not related to extra Frontend works described in Article 6 of Appendix B, are subject to a fee of **50 Euro** per working hour, calculated in 0.5-hour increments. Such fees are due according to time sheets for services provided and fall due upon receipt by the Licensee from the Provider of a request for payment.

4. Working times

Technical Support in standard mode is operating Mon-Fri 9-18 CET excluding public holidays in the country of the development and support center of the Provider.

Provider

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