

Online Gaming System Reseller and License Agreement

This Agreement is made on 12 June 2025 ("**Effective Date**") between:

- (1) **Split The Pot AB**, duly registered under the laws of Sweden with company number 559145-9366 and with its registered address at Tempelstigen 5, 132 48 Saltsjö-Boo, Sweden, ("**STP**"); and
- (2) **TRICKLESS NV**, duly registered under the laws of Curacao with company number 160941 and with its registered address at, Zuikertuintjeweg Z/N, Willemstad, Curacao, ("**Reseller**").

(hereinafter STP and Reseller shall each be referred to as the "**Party**" and jointly as the "**Parties**")

WHEREAS Reseller is a platform provider to Operators in the gambling industry and wishes to integrate and resell the Online Gaming System for which purpose it requires the license of certain software and certain services;

WHEREAS STP has developed or has been licensed a suite of software products for online gaming activities, the Online Gaming System;

WHEREAS Reseller wishes to acquire a licence to use such software products for its business and STP is willing to grant Reseller such a licence on the terms and conditions set out in this Agreement; and

WHEREAS Reseller wishes STP to provide certain services to it in relation to the operation of the Online Gaming System and STP is willing to provide such services, on the terms and conditions set out in this Agreement.

it is agreed as follows:

1. Definitions and Interpretation

1.1. Capitalized terms shall have the meaning ascribed to them in **Schedule 1** to this Agreement unless otherwise stated.

1.2. Precedence

If there is any conflict, apparent conflict or ambiguity in or between the parts of this Agreement set out below, the parts will be applied in the following order of precedence with the parts higher in the order of precedence prevailing over the Parties:

- (i) the Clauses of this Agreement;
- (ii) the Sections in the Schedules attached to this Agreement; and
- (iii) any other document referred to in this Agreement.

2. Licence

2.1. In consideration for the Fees set out in Schedule 3 to this Agreement and subject to the terms of the limited licence set out in Schedule 2, STP shall provide to Reseller the Online Gaming System and associated Documentation.

2.2. STP agrees and accepts that the suite of software products will be integrated into Reseller's software and platforms.

2.3. Reseller is licensed to distribute the Online Gaming System to any Operators using Reseller's software and platforms provided that:

2.3.1. For each Operator wanting to use the Online Gaming System integrated on Reseller's software and platforms their brands and jurisdictions shall be agreed and listed in Schedule 5. For the purpose Schedule 5 can be separately updated.

2.3.2. Reseller shall warrant and ascertain that its agreement with each Operator will cover all aspects and intentions of this Agreement. An addendum shall be written and signed by both parties for each operator wanting to license the Online Gaming System via Reseller's software and platforms detailing any commercial, technical or design changes to the delivery.

2.3.3. Both Parties shall have the right to refuse the integration or launch of any Operator and both parties shall respect the other Party's decision to terminate any ongoing agreement with an Operator in part or in whole following the same notice period as stipulated by contract.

2.3.4. Reseller shall have no exclusive right to sell the Online Gaming System to Operators on Reseller's software and platforms.

2.3.5. The games provided via the Online Gaming System shall be displayed in a prominent place on the Operators site, such as having its own tab or position in the main menu or similar. Various games will have different requirements in this aspect and the parties will agree how each game will be handled.

2.3.6. In case an operator decides to leave the Reseller platform the agreement ends automatically when traffic ends and there is no further revenue split between Reseller and STP even if the operator continues having STP games through some other integration. STP commits not to poach or entice customers away from the Reseller platform.

2.3.7. Should the operator participate in any merger or acquisition and the Reseller platform replaces any other solution with the new operator constellation then the revenue share between Reseller and STP continues but for the new volume of traffic, assuming STP does not have its own integration in which case the STP games will not be part of Reseller offer. Likewise should the Reseller platform be replaced by some other platform, with or without STP, then there will be no further revenue share between Reseller and STP. In short the Parties will have revenue share for any and all traffic that passes to STP via the Reseller platform following the M&A.

3. Undertakings:

3.1. During the Term, STP shall provide Reseller with:

3.1.1. its application programming interfaces (APIs) giving access to STP's cloud based facilities or similar as reasonably required by Reseller after a technical integration assessment

3.2. During the Term, Reseller shall provide STP with:

3.2.1. such information as STP may reasonably require for the purpose of customizing the Online Gaming System to accommodate it to the Operator's needs, all as set forth in **Schedule 4**. Reseller shall not provide and/or utilize in the Online Gaming System any contents

outside the scope of Reseller's Platform. For avoidance of doubt, it is hereby clarified that no rights to third party content or for any use of such content on the Online Gaming System is made available to Reseller by virtue of this Agreement and Reseller shall be solely responsible to obtain any such content and/or approval of use, at its cost and expense, as required;

3.2.2. on-going cooperation with STP in all matters relating to the services provided under this Agreement and appoint an officer who shall have the authority to contractually bind Reseller on matters relating to the services. It is agreed that STP will be relying on Reseller's said cooperation and shall not be liable for any costs, preventions, delays or losses sustained or incurred by Reseller, which are the result (whether directly or indirectly) from any non-cooperation of Reseller in the performance of its obligations under this Clause 3.

3.3. Reseller shall be solely responsible, at its own cost and expense for (a) the distribution of any payments to Operators, End Users or any third party, resulting from the use of the Online Gaming System; and (b) all marketing, advertising and publicity for the Platform and its activities and (c) together with its Operators all marketing, advertising and publicity for any brand on the Platform;

3.4. Without limiting any of STP's other rights and remedies hereunder or under any applicable laws, Reseller agrees to defend STP against all suits, claims or other actions, and to indemnify STP from any damages, losses and expenses, including reasonable attorney's fees, payable to a third party by STP, arising out of any claim by a third party relating to a breach of Reseller's or its Customers warranties or undertakings in this Section 3, or otherwise in this Agreement. Reseller shall notify STP immediately if it becomes aware that it is, or is likely to become, a party to any legal action which relates to Reseller's warranties or undertakings in this Section 3.

3.5. STP shall indemnify Reseller and its Operators (Sublicensees) from and against any and all losses, damage, claims, liability, proceedings, actions, expenses and costs (including reasonable legal fees), incurred by Reseller or arising out of any claim by a third party and/or any authority for any breach of Applicable Law and STP's warranties under this Agreement, which shall be limited to one hundred thousand Euro (€100,000).

3.6. The Parties agree that they shall strictly comply with the special conditions recorded under Schedule 7 of this Agreement.

4. Fees and Payment

4.1. The fees to the Operator will be charged by the Reseller shall be in accordance with **Schedule 3**. STP will invoice the Reseller in accordance with Schedule 3. Upon agreement to proceed with an Operator both Parties will stand their own cost for any integration or upgrades. Failure to pay Fees within 14 days from their due date (excluding delays resulting from matters beyond Resellers control, e.g. exchange control provisions within South Africa), shall entitle STP to forthwith suspend the operation of this Agreement. Without derogating from the above, all late Fees carry an interest at the default rate of 3% per annum above the Stockholm Inter-Bank Offering Rate (STIBOR) from time to time, accruing on a daily basis until paid.

- 4.2. All Fees are payable in Euros and must be transferred from a bank account held in the Resellers name or by an intermediary that clearly displays the origin of the money to be the Reseller.
- 4.3. All Fees due to STP exclude all taxes (including Value Added Tax, where applicable, any applicable gaming tax, duties, fees, excises or tariffs) and represent the benefit to be received by STP net of any taxes and transfer costs, except STPs receiving bank cost. For the purpose of this Clause, if required, Reseller will gross up the Fees, where applicable, to ensure that STP receives its Fees net of any taxes and transfer costs. If Reseller is required to gross up the Fees, STP shall complete, on request and in accordance with the reasonable timeframe specified by Reseller, any applicable forms, certificate or other documents and do such other things (including, without limitation, the filing of such forms, certificates or other documents) as are reasonably necessary for Reseller to be able to make payment of Fees free from or subject to the lowest possible ratio of tax and transfer fees.
- 4.4. Historical monthly averages of relevant exchange rates from investing.com will be used for calculation of Online Gaming System Revenue on invoices, e.g. for Kenyan shilling <https://www.investing.com/currencies/eur-kes-historical-data>
- 4.5. If there was a false overstatement of GGR/NGR, from which STP has the right to receive its Fees due to a technical error or fraud, and if the Parties mutually confirm that the overstatement of GGR/NGR was false (according to game malfunctions that can be attributed to an error, issue, technical failure of STP's Games or fraud), Fees for the amount of overstatement to STP is not calculated and is not paid.

5. Reports; Audit

- 5.1. Each of the Parties shall maintain complete and accurate records containing sufficient information to permit the other Party to confirm the accuracy of reports delivered and services provided. The Parties shall retain such records for at least 3 (three) years following the end of the calendar year to which they pertain.
- 5.2. At the request of any Party, the other Party shall, within 14 days of receiving written demand to do so, certify that its use of the Online Gaming System is in accordance with all provisions and restrictions set out in this Agreement.
- 5.3. Reseller shall promptly bring to the attention of STP any information it shall have regarding the improper or wrongful use of the Online Gaming System, or STP's name, logo or other Intellectual Property Rights, or any information which is or may be material in relation to the support of the Online Gaming System.

6. Exclusivity

- 6.1. During the Term of this Agreement, Reseller or any of its co-operating partners will not reverse engineer, disassemble, or otherwise attempt to derive the source code from the Online Gaming System.
- 6.2. Reseller shall display "Powered by Split The Pot" to the customer, provided that STP provides Reseller with the proposed design and Reseller agrees in writing, which should not be unduly

withheld. It is recorded that "Powered by Split The Pot" can for instance be added to the graphics of the games, however all content must be mutually agreed upon and signed of by both Parties in advance. Graphical elements shown while games are being loaded is agreed as part of this Agreement.

6.3. STP is entitled to use Reseller's brand as reference in STPs other sales activities only on obtaining written approval from Reseller.

7. STP's Warranties; Limitation on STP's Warranties

- 7.1. STP warrants and represents to the Operator that the Online Gaming System will perform substantially in accordance with its Documentation and Specifications (the "**Online Gaming System Warranty**"). If, however, the Online Gaming System does not perform substantially in accordance with the Online Gaming System Warranty (such non-performance to be defined as a "**Defect**" for the purposes of this Clause 7.1), STP shall correct any reproducible Defect in the Online Gaming System in accordance with any service levels agreements executed with the Operator.
- 7.2. STP SHALL NOT BE LIABLE FOR ANY DEFECT TO THE EXTENT IT RESULTS FROM: (a) use of the Online Gaming System other than in accordance with the Documentation and this Agreement; (b) any modification of the Online Gaming System not carried out or authorized in writing and in advance by STP; (c) failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by STP, or any other matter beyond the reasonable control of STP including but not limited to Azure and Internet service providers.
- 7.3. STP'S ENTIRE LIABILITY AND OPERATOR'S SOLE REMEDY IN RESPECT OF A BREACH OF THE ONLINE GAMING SYSTEM WARRANTY ARE AS SET OUT IN CLAUSES 7.1 and 7.2 HEREOF, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.
- 7.4. STP warrants and represents to Operator that to the best of its knowledge and belief:
 - 7.4.1. STP is the exclusive author and/or has rights to all Intellectual Property Rights in the Online Gaming System, and, with respect to third party materials incorporated in the Online Gaming System, it has the necessary rights to grant to Operator the License granted under this Agreement;
 - 7.4.2. the use of the Online Gaming System in accordance with the terms of this Agreement and in accordance with all relevant Documentation will not infringe the Intellectual Property Rights of any third party.
 - 7.4.3. In the event that a claim is being made against the Operator that the aforesaid warranties have been breached, STP shall, at its sole option and expense, and provided Operator notified STP of such claim promptly: (i) procure for Operator the right to continue using the Online Gaming System, or (ii) modify the Online Gaming System so that it is non-infringing, or (iii) procure a replacement product that has substantially the same functionality, or, if none of the above options is reasonably available, in STP's sole discretion, (iv) terminate this Agreement solely insofar as it relates to the offending aspect

of the Online Gaming System (i.e. this Agreement shall cease to apply to that aspect of the Online Gaming System causing the problem).

STP'S ENTIRE LIABILITY AND OPERATOR'S SOLE REMEDY IN RESPECT OF A BREACH OF THE WARRANTIES IN THIS CLAUSE 7.4 ARE AS SET OUT IN THIS CLAUSE 7.4, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.

7.5. In the event that a claim is being brought or threatened against the Operator that the use of the Online Gaming System infringes the intellectual property rights of any third party ("**STP IPR Claim**") the Operator shall:

- 7.5.1. Notify STP in writing forthwith upon becoming aware of any matter or claim to which the indemnity relates;
- 7.5.2. Not make any admission or settlement in respect of such matter or claim without the prior consent of STP (such consent not to be unreasonably withheld or delayed);
- 7.5.3. Allow STP to appoint legal advisors of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim provided that:
 - (i) the Operator shall incur no costs, fees or other expenses in connection with the appointment or work undertaken by such legal advisors or otherwise in connection to such matter or claim and any settlement shall not be made without the prior written consent of Operator;
 - (ii) shall keep Operator and its advisors adequately informed of all matters related to such defence and or settlement;
 - (iii) the Operator shall comply with STP's reasonable request in the conduct of any such negotiations and/or proceedings provided the Operator's costs are met by STP; and
- 7.5.4. STP's obligations under this Clause 7 shall not apply to the extent that any STP IPR Claim arises from the use of the Online Gaming System otherwise than in accordance with this Agreement; or in combination with any software, hardware or data that has not been supplied or expressly authorized by STP where without such combination no STP IPR Claim would arise.

STP'S ENTIRE LIABILITY AND OPERATOR'S SOLE REMEDY IN RESPECT OF A STP IPR CLAIM ARE AS SET OUT IN THESE CLAUSE 7, TO THE EXCLUSION OF ALL OTHER REMEDIES WHETHER IN CONTRACT, TORT OR OTHERWISE.

- 7.5.5. For the avoidance of doubt, STP is not providing any warranty nor undertaking any responsibility whatsoever under this Agreement, directly or indirectly, with respect to any asserted breach of third party rights, if such asserted breach arises from the use of the Online Gaming System otherwise than in accordance with this Agreement; or in combination with any software, hardware or data that has not been supplied or expressly authorized by STP, where without such combination no claim would arise.

7.5.6. The warranties set out in Clause 7 above are the entire and exclusive warranties made by STP with respect to the Online Gaming System. To the maximum extent permitted by law, all other warranties and representations, whether express or implied, are excluded, and, in particular, STP DOES NOT WARRANT THAT THE USE OF THE ONLINE GAMING SYSTEM FOR THE PURPOSE OF GAMBLING, AS THAT TERM IS COMMONLY UNDERSTOOD IN TRADE AND INDUSTRY, IS LEGAL IN ANY JURISDICTION; OR THAT THE OPERATION OF THE ONLINE GAMING SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT USE BY OPERATOR OF THE ONLINE GAMING SYSTEM WITH ANY OTHER SOFTWARE, or WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE ONLINE GAMING SYSTEM OR TO SUCH OTHER SOFTWARE

8. Limitation of Liability

8.1. In addition to any limitation of liability appearing in any other provision hereof, EACH OF THE PARTIES SHALL NOT BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE:

8.1.1. INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND;

8.1.2. LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR

8.1.3. LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA.

8.2. IN ANY EVENT AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, STP SHALL NOT BE LIABLE WITH RESPECT TO ANY PAYMENTS MADE TO END USERS AS A RESULT OF OR IN CONNECTION WITH A DEFECT (AS SUCH TERM IS DEFINED IN CLAUSE 7.1 ABOVE).

8.3. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ANY LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING (INCLUDING UNDER AN INDEMNITY) IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LAW, SHALL BE LIMITED TO THE LOWER OF: (A) THE FEES PAID DURING THE SIX (6) MONTHS PRECEDING THE EVENT IN WHICH SUCH LIABILITY WAS INCURRED (B) FIFTY THOUSAND EURO (€50,000).

8.4. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY TO THE OTHER PARTY IN RESPECT OF:

8.4.1. FRAUD; DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE;

8.4.2. ANY OTHER LIABILITY WHICH CANNOT BY LAW BE LIMITED OR EXCLUDED; OR

8.4.3. THE OPERATOR'S OBLIGATION TO PAY THE LICENCE FEES.

8.5. The provisions of this Agreement allocate the risks between STP and Operator, and Operator agrees and acknowledges that STP's pricing reflects this allocation of risk and the limitations of liability specified herein.

9. Confidentiality

9.1. In this Agreement, "**Confidential Information**" includes all information, in whatever medium, relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs or business of a Party or its customers, clients, suppliers, holding companies or subsidiaries; all information relating to the Online Gaming System, including its related Documentation and Specifications; the terms or subject matter of this Agreement; and the negotiations relating to this Agreement.

9.2. Each Party shall, both during the Term of this Agreement and thereafter:

9.2.1. Keep all Confidential Information disclosed to it by the other Party strictly confidential;

9.2.2. Not disclose any such disclosed Confidential Information to a third party, other than to such of its employees, officers or professional advisors on "need to know" basis, and only provided that the relevant Party shall ensure that each such employee, officer or advisor shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom that Party may lawfully use or disclose it under this Agreement;

9.2.3. Use Confidential Information only in connection with the proper performance of this Agreement.

9.3. Without limiting the above provisions, save as required by law, existing contractual obligations or any applicable regulatory authority or government body to which either Party is subject (wherever situated), no Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

9.4. Clause 9.2 shall not apply to any Confidential Information, to the extent that it:

9.4.1. comes within the public domain other than through breach of Clause 9.2;

9.4.2. is required or requested to be disclosed by any competent authority to which either Party is subject, wherever situated; the Parties agree that in the event that a Party is under demand or request to disclose such information, it shall provide to the other Party prompt notice of such demand or request, and shall consult and cooperate with the other Party in connection with such disclosure;

9.4.3. is known to the receiving Party before the disclosure to it by a Party to this Agreement or on its behalf, as proven by written records; or

9.4.4. is disclosed with the other party's prior written approval to the disclosure.

9.5. This Clause 9 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

10. Term and Termination

10.1. The term of this Agreement (the "**Term**") shall commence on the **Effective Date** and shall continue for be the period of two (2) years from the date in which the Online Gaming System is

first used for real money transactions by End Users (the "**Launch Date**"), and shall automatically renew on a month to month basis, unless a Party provides the other Party with written notice of termination at least sixty (60) days prior to the expiration of the Term and each successive term thereof.

- 10.2. In the event that a Party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days after having received a written notice from the other Party requesting it to do so, the other Party may terminate the Agreement with immediate effect.
- 10.3. This Agreement may be immediately terminated by either Party, at its sole and absolute discretion, subject to a written notice, in the event that the other Party (for purposes of this Clause 10.3 the "**Defaulting Party**"): (i) files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of the Defaulting Party; (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the Defaulting Party and not stayed, enjoined, or discharged within sixty (60) days; or (iv) the Defaulting Party adopts a resolution for discontinuance of its business or for dissolution.
- 10.4. In addition to the rights in this Clause 10, STP shall have the right to terminate or suspend the operation of this Agreement with immediate effect in the event of:
 - 10.4.1. any change of control of Reseller or Reseller's Group to a competitor (defined, for the purposes of this Clause, as an entity in the online gambling industry), unless STP has consented thereto in writing prior to such change provided that this Clause shall not apply in the case of an initial public offering of Reseller.
 - 10.4.2. any material breach of Reseller of any network policy, if such policy is applicable to Reseller; or
 - 10.4.3. any material breach by Reseller of Clauses 2, 5 to 9 and **Schedule 2 and 3**.
- 10.5. In addition to the rights in this Clause 10, the Parties shall have the right to terminate or suspend the operation of this Agreement with immediate effect in the event of:
 - 10.5.1. any action or restrictions of Gambling Boards that results in either Party not being able to offer the Online Gaming System to End Users; or
 - 10.5.2. Either Party not obtaining or losing the necessary licences required for the legal operation of the Online Gaming System.
- 10.6. For the purpose of this Agreement, the term "suspend the operation of this Agreement" means that STP has a designated licensing server that detects on a daily basis the Online Gaming System, and in the event the Online Gaming System shall be detected as an inactive license, then consequently the Online Gaming System shall become inoperative. STP may reverse this process and make the Online Gaming System operative again to the extent it is satisfied that Reseller has remedied all relevant breaches or events set out in this Clause 10.

- 10.7. On expiry or termination of this Agreement, for any reason whatsoever, Reseller shall cease all use of the Online Gaming System and shall return, or, at STP's option, destroy, all copies of the Online Gaming System, including any related Documentation, in its possession or control, and provide STP with a certificate signed by an officer of Reseller attesting thereof.
- 10.8. The expiry or termination of this Agreement for any reason shall not affect:
- 10.8.1. any rights, obligations or liabilities accrued before the date of termination or expiry; or
 - 10.8.2. any rights, obligations or liabilities specifically stated herein to continue in force after and despite expiry or termination.
- 10.9. This Agreement may be terminated by either Party at any time by giving the other Party sixty (60) days prior written notice via means of communication, stipulated herein.

11. Miscellaneous

- 11.1. **Personal data.** STP shall not process any personal data of the End Users as all personal data will be depersonalised prior to access being provided to STP. The userid of each End User must however be unique and consistent over time for STP to provide its services and fulfilling its obligations. To the extent necessary, each Party will comply with their respective obligations under relevant Data Protection Legislation if and when this becomes applicable.
- 11.2. **Entire Agreement.** This Agreement represents the entire terms agreed between the Parties in relation to the Online Gaming System and supersedes and extinguishes any prior arrangements of any nature, between the Parties. Each Party acknowledges and agrees that in entering into this Agreement it is not relying upon any representation whatsoever, which is not expressly set out in this Agreement.
- 11.3. **Notices.** Notices between the Parties relating to this Agreement must be in writing, and must be delivered personally, sent by e-mail or sent by overnight courier, or by prepaid first-class post, pre-paid air mail post notified by a Party in writing for the purposes of this Clause. Notices shall be treated as received as follows: if delivered by hand, when delivered; if sent by e-mail after a confirmation is received from the recipient; if sent by first class post, 72 hours after posting; if sent by air mail post, 96 hours after posting. Any notices that would be treated as received otherwise than from 9.00 am to 5.00 pm on a Business Day shall be deemed given on the next Business Day.
- 11.4. **Remedies Not Exclusive.** Except as expressly provided in this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 11.5. **Counterparts.** This Agreement may be executed in any number of counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

- 11.6. **Third Party.** Neither Party intends that any term of this Agreement shall be enforceable by virtue of the UK Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 11.7. **Non-Solicitation.** During the Term and for one (1) year thereafter, either Party shall not, directly or indirectly, hire or solicit any employee of the other Party or anyone who was an employee, consultant or independent contractor of the other Party at any time within the six (6) month period immediately prior thereto, or encourage any employee, consultant, independent contractor or agent of the other Party to terminate such employment, or agency or other relationship with the other Party.
- 11.8. **Amendments.** Any amendments, waivers, releases or changes to the Agreement shall be valid only if made in writing and duly signed by the specific authorized persons of both parties.
- 11.9. **Assignment and Sub-Contracting.** Neither Party shall assign, transfer or otherwise deal in its rights or obligations under this Agreement, without the other Party's prior written consent. Notwithstanding the aforesaid, both Parties may assign or transfer its rights and obligations under this Agreement to any member of its Group (as such term is defined in **Schedule 1**).
- 11.10. **Severability.** If any provision of the Agreement should be deemed to be illegal, invalid or otherwise unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall survive, remain in full force and effect and continue to be binding.
- 11.11. **Relationship.** Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall be construed as creating a partnership or joint venture of any kind between the Parties, or as constituting either Party as the agent of the other Party for any purpose whatsoever. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.
- 11.12. **Force Majeure.** Each Party shall immediately inform the other Party of any force majeure event, relating to circumstances beyond the reasonable control of that Party, including war (whether **declared** or not), act of terrorism, insurrection, riot, pandemic, labour disputes, civil commotion, accident, fire, water damage, explosion, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), that renders the Party unable to perform its obligations under the Agreement. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, if any of its obligations under this Agreement (other than an obligation to pay money) to the extent that such a breach is due to any *force majeure* of which it has such notified the other Party, provided however, that should force majeure exist for more than one (1) month either Party shall be entitled to terminate the Agreement with immediate effect by giving written notice to the other Party.

11.13. **Governing Law.** This Agreement and the relationship between the Parties shall be governed by and construed in accordance with the laws of Sweden. The Parties irrevocably agree that the courts of Sweden, shall 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).

Split The Pot AB

Signature:

Christian Rajter

Name: Christian Rajter

Title: CEO

e-mail: christian.rajter@splitthepot.se

TRICKLESS NV

Signature:

Salvatore Genapa

Name: Ziobit Limited

Title: Managing Director

e-mail: info@trickless.com

Schedule 1

Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

- 1.1. **"Additional Development"** means additional development outside the scope included in the Online Gaming System and the Service as defined in **Schedule 4**.
- 1.2. **"Agreement"** means this Agreement, together with all of its Schedules.
- 1.3. **"Azure"** means Microsoft Azure Cloud Service as is provided from various Microsoft regions from time to time.
- 1.4. **"Betting Transaction"** means all money sums, wagered by the End Users and processed through the Online Gaming System.
- 1.5. **"Business Day"** means any day which is not a Saturday, Sunday or a public or bank holiday in Sweden.
- 1.6. **"Documentation"** means the documentation, information, directions, explanations and similar material relating to the Online Gaming System.
- 1.7. **"End User"** means a player who utilizes the Online Gaming System.
- 1.8. **"End User Data"** means the names; addresses; e-mail addresses; player id; telephone numbers; gaming history; credit and debit card numbers; bank account numbers; PIN (Personal Identification Number) numbers; passwords; credit limits; account balances and deposit and withdrawal amounts and account history of the End-Users.
- 1.9. **"Excluded Territories"** means the list of forbidden jurisdictions, presently the USA and its territories together with such other jurisdictions as agreed in accordance with clause 1.2 of Schedule 2.
- 1.10. **"Fees"** means the fees set in **Schedule 3**.
- 1.11. **"Group"** means, in respect of a Party, the holding company of that company, together with every subsidiary of that holding company at the Effective Date of this Agreement; a company is a "subsidiary" of another company, its "holdings company", if the other company (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.
- 1.12. **"Initial Scope Of Work"** as such term is defined in **Schedule 4**.

- 1.13. **"Intellectual Property Rights"** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.14. **"Online Gaming System "** means
- i. the software as further described in Schedule 4 and provided by STP in executable form or hosted in an Azure environment; and
 - ii. unless otherwise mutually agreed between the Parties, any and all software releases, patches, updates and other deliverables supplied by STP to Reseller; and
 - iii. any Derivative Work resulting from enhancements, changes, additions or modifications to the software under the terms of this agreement; and
 - iv. any functionality connected to the games (e.g. leader boards or statistics); and
 - v. any Back Office, if provided.
- 1.15. **"Online Gaming System Revenue"** means all Betting Transactions stakes (excluding cancelled, refunded, pending and freebets) minus all Winnings, during that month. In the event that the calculation of Online Gaming System Revenue is a negative number, the Transaction Fee attributed to each such aforementioned revenue will be zero. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month.
- 1.16. **"Object Code"** means any compiled, assembled, or machine executable version of the Online Gaming System, or any part thereof.
- 1.17. **"Operator"** means any of Resellers operators using Resellers platform as is listed in **Schedule 5** and agreed by both Parties from time to time. Unless otherwise stated an Operator is one brand in one gambling jurisdiction.
- 1.18. **"Platform"** means Reseller's platform including Operator websites, betting shop solutions and content.
- 1.19. **"Specifications"** means the features and requirements set forth in **Schedule 4**.
- 1.20. **"Updates"** means any enhancements, modifications, additions, translations, compilations, or updates to the Online Gaming System, to the extent supplied by STP to Reseller.
- 1.21. **"Winnings"** means all real money winnings resulting from the Betting Transaction by End Users, through the Online Gaming System, during that month.

Schedule 2

Terms and Conditions

1. Grant of Licence; Reservation of Rights

1.1. Subject to the terms of this Agreement, including payment of all applicable Fees, STP grants to Reseller, and Reseller hereby accepts, a limited, personal, non-transferable, non-exclusive, non-assignable, worldwide (except for the Excluded Territories), royalty-bearing license (the "**Licence**"), valid only during the Term, to:

- (i) install and/or use the Online Gaming System, as well as the related APIs and Documentation and any applicable Updates thereto, solely for extending its Platform activity to its Operators and their End Users by enabling such End Users to use the STP games and features; and
- (ii) subject to Section 1.3, to use, reproduce and to an unlimited number of Operators the Online Gaming System, as well as the related Documentation and all applicable Updates thereto, for their End Users to use and not for further distribution.
- (iii) use the name and brand of STP only to the extent required by Clause 6.2 to the Agreement, and for no other purpose.

1.2. STP may, upon no less than ten (10) days prior written notice to Reseller, specify that an additional country, state, province, territory or other geographic and/or governmental area(s) is to be included within the definition of "Excluded Territory", as determined in STP's discretion.

1.3. Reseller hereby acknowledges and agrees that STP owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Online Gaming System and any Updates thereof, including any other modification, enhancement, adaptation, translation or other change of or addition to the Online Gaming System, even if developed by STP based on ideas, suggestions, specifications, demands or proposals by Reseller, Operators or End Users, or any other third party.

1.4. Reseller irrevocably assigns to STP and shall procure an identical assignment from any Operator and End User, all right, title, and interest in so far as they relate to copyright in software. Reseller shall not, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Online Gaming System belong to any third party other than STP, or that they infringe the Intellectual Property Rights of others.

1.5. STP reserves any and all rights not expressly granted in Section 1.1 above, including, without limitation, any and all rights to the source code of the Online Gaming System, modification rights, translation rights, rental rights or any other rights. Further, nothing in this Agreement shall be construed to confer any rights upon Reseller or any third party by implication, estoppel, or otherwise as to any Intellectual Property Rights of STP,

except as specifically stated in Section 1.1 above.

1.6. Without limiting the generality of the aforesaid, except as expressly permitted by this Agreement, or specifically authorized in writing and in advance by STP, Reseller shall not, nor permit others to:

- (i) use, copy, modify, create derivative works from or distribute the Online Gaming System, any part of it, or any copy, adaptation, transcription, or merged portion of it;
- (ii) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Online Gaming System or any part of it;
- (iii) transfer, loan, lease, assign, rent, or otherwise connect or sublicense the Online Gaming System;
- (iv) remove any copyright, proprietary or similar notices from the Online Gaming System (or any copies of it);
- (v) other than in connection with disaster recovery (where operation of the Online Gaming System by a third party may be necessary in substitution for services normally provided by Reseller) operate the Online Gaming System or any part of it for the benefit of or on behalf of any third party, including by way of application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services; or
- (vi) in any way (except for the translation thereof into different languages) modify the sections of any End User License

Agreement.

1.7. The Parties shall cooperate in respect of disclosure of operational matters related to Reseller such as STP's internal audits results, and Reseller's change release and incident procedure.

1.8. STP will monitor the operation of the Online Gaming System and take appropriate measures to address any issues.

1.9. In order to provide the best possible service to Reseller, STP requires from time to time to maintain and upgrade the Online Gaming System, the operating systems, services, APIs or applications which could otherwise result in system downtime. Hardware will be handled by Azure in a cloud arrangement. STP will at all times initiate a process for scheduled maintenance and upgrades in a manner that will minimize the disruption to the Online Gaming System. If disruption of operations is necessary, STP will notify Reseller and this notification will include a high-level description of the necessary work and the duration of the scheduled outage. Notwithstanding the foregoing, Reseller understands and agrees that in limited circumstance, system maintenance may be required without notice.

1.10. The Parties acknowledge that from time to time, as a result of hardware failure, supplier failures and/or maintenance requirements, the services can be temporarily disrupted. Reseller acknowledges and accepts that neither STP nor any of its members, shareholders, directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages for loss of

profits or savings, in connection with any temporary disruptions.

2. Licence to use Reseller's Intellectual Property rights

2.1. Reseller hereby grants to STP a non-exclusive, non-transferrable, royalty-free license to use all Intellectual Property rights in the Platform, for the sole purpose of extending Reseller's Platform activity for its End Users by enabling such End Users to connect to the Online Gaming System. STP agrees not to use any designs, trademarks or trade names specifically protected by Reseller (the "**Reseller IP**") in connection with the customization of its software products for any other customers, but the parties acknowledge that, given the nature of the Online Gaming System, the nature of the business operated thereby and technical limitations, STP shall not be limited in using any other feature or design, including "look and feel", for its other customers .

2.2. STP acknowledges and agrees that:

- (i) all End User Data and all Intellectual Property Rights therein are the property of Reseller or its' Operators;
- (ii) it shall use End User Data which shall be limited to a unique and consistent end user ID only for the purposes of carrying out its obligations under this Agreement and for no other purpose; and
- (iii) no End User Data shall be provided to any unauthorized third party, except to any STP sub-contractors in connection with the sub-contracting of STP's obligations under this Agreement, in which case End User data will be limited

to end users account ID only.

2.3. Reseller warrants to STP that it has all Intellectual Property Rights necessary to grant to STP the license granted under Section 2.1 and that the use of Reseller IP will not infringe the Intellectual Property Rights of any third party.

2.4. Without limiting any of STP's other rights and remedies hereunder or under Applicable Laws, Reseller agrees to defend STP and its stockholders, directors, officers, employees and other representatives (the "**STP Parties**") against all suits, claims or other actions, and to indemnify STP and the STP Parties upon written demand, and to hold them harmless from any damages, losses and expenses, including reasonable attorney's fees, payable to a third party by STP, arising out of a claim (a "**Reseller IPR Claim**") that the use of Reseller's Intellectual Property Rights infringes the Intellectual Property Rights of any third party.

2.5. In the event that a Reseller IPR Claim arises, STP shall:

- (i) Notify Reseller in writing forthwith upon becoming aware of any matter or claim to which the indemnity relates;
- (ii) Not make any admission or settlement in respect of such matter or claim without the prior consent of Reseller (such consent not to be unreasonably withheld or delayed);
- (iii) Allow Reseller to appoint legal advisors of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim

provided that:

2.6. STP shall incur no costs, fees or other expenses in connection with the appointment or work undertaken by such legal advisors or otherwise in connection to such matter or claim and any settlement shall not be made without the prior written consent of Reseller;

(i) shall keep STP and its advisors adequately informed of all matters related to such defence and or settlement;

(ii) STP shall comply with Reseller reasonable request in the conduct of any such negotiations and/or proceedings provided STP costs are met by Reseller; and

(iii) to the extent that the STP Parties incur any legal costs in relation to the monitoring of such matter or claim these costs shall be indemnified by Reseller.

2.7. Reseller shall notify STP immediately if it becomes aware that it is, or is likely to become, a party to any legal action which relates to Reseller's warranties or undertakings in this Section 2.

3. Certain Undertakings of Reseller

3.1. Reseller is aware of the legal issues relating to the operation of online gambling sites or gambling shop solutions, and understands that STP is not warranting in any way or manner that the use of the Online Gaming System for the purposes of gambling, as such term is commonly understood in the industry, is legal in the jurisdictions in which Reseller intends to use it.

3.2. The Parties warrant and undertake to each other that they will obtain and maintain during the Term, at its own expense, any and all permits, certifications, consents, licenses and authorizations which may be necessary for their promotion and operation of the Online Gaming System and Reseller's Platform, in accordance with all applicable laws and orders of all competent authorities.

3.3. Reseller shall not, in connection with the Online Gaming System, make available content, which is illegal, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual force.

Schedule 3**FEES**

The Fees from STP to Reseller shall be subject to Reseller's undertaking in Section 4 of this Agreement and shall be payable as follows:

Service / Product	Commercials	Comments
Set Up Fee	€0 (Zero EUR) payable on the Effective Date.	• Waived.
Service and Royalty Fee	7,5% of Online Gaming System Revenue per month;	• This fee is what is the Service and Royalty Fee charged by STP to the Reseller. • The service and royalty fee is calculated per brand or groups of brands as defined in Schedule 5.
Integration Fee	Zero EUR (€ 0) for upgrades and new features if STP controls the Online Gaming System on Azure. Otherwise manhours used will be charged as Additional Development.	• Waived • Integration includes software updates or releases of new features
Maintenance Fee	Zero EUR (€ 0) for upgrades and new features if STP controls the Online Gaming System on Azure. Otherwise manhours used will be charged as Additional Development.	• Waived • Maintenance includes 2nd line support

Schedule 4

the Online Gaming System – Requirement Specification

The following features will be included in the Online Gaming System:

Games to be included at Launch Date.

- Paperplane, an over/under game
- Gold Rush, a mines game 3*3 or 5*5 grid with variable no of mines where you get higher pay out the more tiles you dare to step on
- Dare Devil is an over game where you bet on a number up to 1,000,000 and get an exponential pay out
- Rock-Paper-Scissors, the classical game where rock beats scissors, scissors beat paper and paper beats rock
- Street Dice, 1-5 6-sided dices where you can bet on correct score, over under and ranges-
- Archeo, Tower game, find Aztec treasures by digging level by level, special bonuses up to 44x
- Taxi crash, a crash game where you jump out of the taxi before it crashes
- Rugby run, a crash game where you need to pass the ball in time.
- Comet, a crash game where you need to escape before the comet crashes*
- Magic Numbers, guess all the correct numbers of a draw
- Plinko, a game where you drop a ball into various buckets.
- Forecast, an over/under game designed for Opera Mini extreme mode sites (if it exists)

*Comet is subject to the Operator having a separate button or link to this game.

The RNG comply with both SANS-1718 for South Africa as well as the international GLI-11 standard. Certification is done by BMM.

The Parties shall define the required specification prior to the launch of the Online Gaming System. Such scope of work shall be finalized and agreed upon by the Parties in writing prior to the commencement of the integration process, (the **"Initial Scope Of Work"**).

The following features are adjustable and needs to be agreed for the Initial Scope Of Work:

- Desktop and mobile browser versions to be supported at launch. More browsers will be considered as Additional Development.
- The margin of the games, adjustable to fit legal requirements and taxes.
- The names of the games, names above are assumptions and can be changed.
- Graphics of the games, the games come with graphics, but these can be modified somewhat.
- Languages, the games come with English as standard language and Reseller can provide translations for other languages that will be implemented as part of the Initial Scope of Work. More languages will be considered as Additional Development.

In the event that Reseller requests to launch the Online Gaming System, prior to the completion of the work covered under the Initial Scope Of Work, the Initial Scope Of Work shall be deemed completed by STP, such that any additional work requested by Reseller shall be deemed Additional Development, even if previously covered under the Initial Scope Of Work.

The Online Gaming System has a separate API for distributing freebets to players. Via the interface Reseller or the Operator can decide which customers should receive the freebets, the number of freebets, the value of the freebet, validity, time of offer etc. The number of bets will be calculated into the hosting fee but stakes and winnings from the freebet is not part of the revenue share. For sake of clarity the cost of a freebet will be carried by the Operator. The cost will on average be the winnings from the used freebets (used stake*RTP) and will be added to the account balance of the player, i.e. an increase of customer debt.

Schedule 5 rev 1.0

**Operators and their brands agreed to be included in possible delivery by Reseller directly.
The agreement must be signed by both parties before Reseller contacts Operator. The date of the addition tells what date the Operator is added to the agreement after which Reseller shall have 3 months exclusivity to approach the Operator.**

Licensed and Sublicensed entities	Regulator	Licensed domains

Mirrors of the mentioned domains are licensed as well.

Schedule 6

SERVICES AND SERVICE LEVELS

1. Support Services

- 1.1. Technical support personnel shall be available to Reseller to answer technical questions in relation to and assist Reseller to correctly utilize, the Online Gaming System on a 24 hours per day, 7 days per week basis, such availability to be by way of telephone or by email request to member of STP's technical support team.
- 1.2. Support services provided under this Section 1, will be available during business (09:00-17:00 CET) hours on Swedish Business Days, for priority defects A, B and C.
- 1.3. Support services provided under this Section 1, will be available during non-business (17:00-09:00 CET) hours and weekends for Priority A Defect only.

2. Definitions

- 2.1. In addition to the definitions set out in the main body of the Agreement which apply in this **Schedule**, the following definitions shall apply:
- 2.2. "**Defect Correction**" means either a bug fix, work-around, patch, or other modification or addition that brings the Online Gaming System into conformity with the Documentation and applicable Specifications;
- 2.3. "**Emergency Maintenance**" means any maintenance work (not being Planned Maintenance) which STP reasonably determines is urgently required, and which could not be reasonably carried out as Planned Maintenance.
- 2.4. "**Planned Maintenance**" means routine upgrades, repairs, maintenance, replacements, regulatory inspections or other work on any systems, hardware or software used in connection with the provision and operation of the Online Gaming System which STP reasonably deems to be necessary; and which activity necessitates such Online Gaming System to be unavailable for use or suffer a degradation of its usability, utility or functionality, provided that STP has given prior notice of such activity to Reseller in accordance with the terms of this **Schedule**.
- 2.5. "**Priority A Defect**" means a defect solely attributable to STP, which renders the Online Gaming System inoperative or causes a complete failure of the Online Gaming System in such a way that the Online Gaming System is completely not available for the End Users; or the defect corrupts any database used in conjunction with the Online Gaming System;
- 2.6. "**Priority B Defect**" means a defect solely attributable to STP, which degrades the operation, function or performance of Online Gaming System,
- 2.7. "**Priority C Defect**" - means a defect solely attributable to STP, which causes only a minor impact on the End-User's use of Online Gaming System and which is not a Priority A or a Priority B Defect;
- 2.8. "**Notification**" means notification by either party of a Defect by telephone and email to the contact for each party nominated in the escalation procedure document which forms part of the Documentation.

3. Service Levels

3.1. STP shall use reasonable commercial efforts to correct any Defect reported by Reseller in accordance with the applicable priority levels ("**Maximum Response Time**"):

- (I) in the event of Priority A Defect, STP shall respond to the Notification by Reseller within 1 (one) hour, commence verification of the Defect immediately thereafter and, upon verification, shall initiate work to provide Reseller a Defect Correction as soon as possible, with updates at least every 6 hours. In the Update that shall follow such Priority A Defect Correction event, Reseller shall provide STP with updates on the status of the Priority A Defect Correction;
- (II) in the event of Priority B Defect, STP shall respond to the Notification by Reseller within 1 (one) hour and shall provide Defect Correction or patches at least every 24 hours;
- (III) in the event of Priority C Defect, STP shall provide a Defect Correction in the next Upgrade.
- (IV) STP shall have the right to downgrade a Defect if it does not fulfill the requirements stipulated on Priority A or B.

4. **Updates and Maintenance**

- 4.1. STP shall communicate through email at least 24 hours in advance of any Planned Maintenance. In the event that Emergency Maintenance is necessary, STP will use its best efforts to communicate prior notice to Reseller.
- 4.2. Reseller will give STP at least 24 hours notice by email of patches, system upgrades and updates to their own infrastructure, where such works are likely to have an impact on STP.
- 4.3. Any support related to any hardware or equipment provided by a third party are within the responsibility of such third party. All such equipment shall be maintained, upgraded or replaced pursuant to any agreements between STP, Reseller or the third party. The maintenance, upgrade or replacement of such equipment or hardware shall not be within the responsibility of STP, unless otherwise agreed.

5. **Exclusions**

No Service Levels shall apply to any failure of Reseller to comply with the Service Level, or to any Defect of either priority, caused, in whole or part, by any of the following:

- 5.1. Any decreased availability or scheduled downtime due to Planned and/or Emergency Maintenance;
- 5.2. a failure of the equipment or hardware not supplied by STP or by a third party on behalf of STP, under the Agreement;
- 5.3. a failure in local access facilities connecting Reseller to the network;
- 5.4. force majeure events. STP shall not be responsible for the performance of its obligations hereunder where delayed or hindered by reason of any occurrence or contingency beyond its reasonable control, including war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike interruption of and/or delay in transportation and/or telecommunication service and/or power supply necessary for the provision of the Online Gaming System and any change in the legislation or other requirements of the government of Reseller's applicable gaming jurisdiction;

- 5.5. any act or omission of Reseller or any of Reseller's third party (including but not limited to, Reseller's agents, contractors or vendors), including, but not limited to (i) failing to provide STP with adequate access or information required in connection for the provision of the Online Gaming System; (ii) failing to take any remedial action in relation to the Online Gaming System as recommended in writing by STP (or any of its agents, contractors or vendors), or otherwise preventing STP from doing so, or (iii) any act or omission which causes STP to be unable to meet any of the Service Levels provisions (including but not limited to deliberate or willful acts or omissions which are purposed to fail STP from meeting its obligations under the Agreement,);
- 5.6. Fraud events;
- 5.7. Reseller's negligence or willful misconduct; or
- 5.8. Any DDOS (denial-of-service) attack.

Schedule 7

Special Conditions

The Parties hereby agree to the following special conditions:

- 7.1 Each Party shall be responsible for obtaining and retaining all necessary licences, permits and/or consents that may be required to legally operate in the jurisdiction in question.
- 7.2 Both Parties shall ensure the integrity of its suite of software products and warrants that its products are independently tested, evaluated and certified as required by licensing authorities. Both Parties shall provide proof of the same to the other Party on request.
- 7.3 The costs associated with any testing, evaluation and certification of the RNG and suite of software products in the Online Gaming System shall be borne by STP. GLI-11 certification is good enough for the time being.
- 7.4 The cost associated with the B2B integration, including but not limited to a gambling license or similar, as well as applications to Regional or National Gambling Boards, shall be borne by Reseller or its Operators.
- 7.5 Both Parties shall complete all necessary documentation, furnish all necessary information and comply with all necessary procedures or requirements of the relevant gambling authorities in the jurisdictions agreed to be entered in any addendum.
- 7.6 Reseller agrees that it will provide guidance and assistance with applications to the relevant gambling authorities in any jurisdiction insofar as it is reasonably able to, however the responsibility for the timely and accurate submission of licensing applications to the gambling authority shall remain with each party alone.
- 7.7 The cost of such licensing as referred to in 7.5 shall be for Reseller's account.
- 7.8 Should any consents be denied, the agreement for that area will immediately rendered null and neither Party shall have no claim against the other Party for any reason whatsoever.