

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement is made by and between:

- 1) **KA Systems Global Ltd.** reg. no. 80712 a company incorporated and organized under the laws of Independent State of Samoa, having its principal address at Le Sanalele Complex, Gold-In Chambers, Vaea Street, Apia, Samoa. (Hereafter referred as “**KA**”).
- 2) **Trickless N.V.** a company incorporated in the jurisdiction of Curacao with company number 160941, whose registered company address is Legal address: Zuikertuintjeweg Z/N, Willemstad, Curacao (Hereafter referred as “**Licensee**”).

INTRODUCTION

This Agreement ("this Agreement") sets out the terms and conditions governing the non-exclusive license by KA to the Licensee for use in operating an interactive gaming business.

1. DEFINITIONS

1.1. This Agreement is to be interpreted in accordance with the following definitions:

"Bonus Money"	means the aggregate of all bonus money awarded by the Licensee to End Users which is used by such End Users, during the relevant calendar month, to wager on the Games.
"Branded Games"	means those games specified as "Branded Games" in Appendix A hereto, together with such other games as KA may, from time to time, make available to the Licensee which have a theme or content incorporating or depicting a well-known third party brand under license and approval from the third party.
"Casino Games"	means those flash games listed in Appendix A, or such replacement or other games as designated by KA from time to time.
"Clearing House Account"	means an account in the name of the Licensee, held in the books of KA which holds Licensee's funds which are to be used to pay Contributions owing by the Licensee to KA.
"Confidential Information"	shall mean: (i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics,

Application Program Interface (API) specification, pricing and marketing information and software (whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;

(ii) the terms of this Agreement and the negotiations relating to it;

(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a party and training courses and materials and know-how relating thereto; except to the extent that such information: (a) is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or (b) was lawfully in the receiving party's possession prior to disclosure by the other party; or (c) has been subsequently received by a party from a third party without obligations of confidentiality; or (d) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority, provided, however, that the receiving party shall provide prompt prior written notice thereof to the disclosing party, in order to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperates with the disclosing party in attempting to limit or prevent such required disclosure.

"End User and End Users"

means one or more of the Licensee's players of the Games.

"Games"

means the web-based Slots Games, Fish Games and Branded Games and excludes Third Party Games.

"Gaming License"

has the meaning as defined in clause 3.3.

"Intellectual Property"

includes generally inventions, designs, processes, formulae, notations, improvements, all financial information of KA, know-how, goodwill, reputation, models, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the System particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of

	performance or design of the System or any part of the System.
"Intellectual Property Rights"	includes patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.
"Monthly Gross Income"	for all Games and Third-Party Games, shall be an amount equal to the total nominal or face value of the wagers placed on the Games and Third Party Games during a calendar month less the total winnings as a result of those wagers.
"Monthly Net Income"	means Monthly Gross Income less: (i) Bonus Money, provided that the amount of Bonus Money may not exceed 10% of Monthly Gross Income and (ii) Contributions paid by the Licensee during the calendar month.
"Ongoing Usage Fees"	means KA's ongoing fee which is payable by the Licensee and which is calculated in accordance with Part One of Appendix A to this Agreement.
"Platform"	means the "RMP" platform used by KA and on which the Games and the Third-Party Games are run.
"Services"	means the collection of Contributions, the administration of the Clearing House Account.
"System"	means the proprietary software (which includes all current releases and Upgrades, but excludes the Third Party Games and other third party software) made available to the Licensee by or on behalf of KA, including without limitation, the End User Software, the Platform, the Games and all ancillary and supporting matter including all other administration and financial processing and monitoring systems, application programming interfaces, and any back-office software and tools, and any instructions, training notes and information, maintenance and operating information, oral or otherwise.

"Third Party Games"

means games which may from time to time be licensed to the Licensee directly by third parties and which are able to be run on the Platform.

"Trade Marks"

means KA's or its licensor's trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.

"Upgrade"

means any: (i) change or amendment to, or upgrade or new version of the System; and (ii) any new release of the System.

2. LICENSE AND PRICE

- 2.1. KA hereby grants to the Licensee, on the terms of and subject to this Agreement, a non-exclusive non-transferable, sub-licensable and personal license to: i) use the System and to make the Games available to End Users to play via the internet, and ii) run Third Party Games on the Platform. The license is granted to the Licensee with its beneficial ownership as disclosed to KA at the time of signing, and is conditional thereupon.
- 2.2. The Games to be included in the System at the time of signature of this Agreement are specified in Appendix A.
- 2.3. The fee for the license of the System is the Ongoing Usage Fees which are payable in the manner set out in clause 4. KA shall provide the Services to the Licensee as set out herein, in consideration for the payment of Contributions by the Licensee.

3. INSTALLATION. LICENSEE RIGHTS AND RESTRICTIONS

- 3.1. As soon as practicable after signature of this Agreement, KA shall make the System available for licensed use by the Licensee as set out herein. If the Licensee wishes to run Third Party Games on the Platform it must make written request to KA specifying the names of the Third Party Games and the name of the licensor of the Third Party Games and KA shall, as soon as practicable thereafter, permit the Third Party Games to be run on the Platform.
- 3.2. The Licensee shall not permit any third party to use or access the System (other than End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement) without KA's prior written consent.
- 3.3. As a condition precedent to the use of the System by the Licensee, the Licensee shall provide KA with proof in a form acceptable to KA acting reasonably that it holds a relevant and appropriate gaming license covering all the activities contemplated by this Agreement to be performed by the Licensee (the "Gaming License"). With effect from the date on which the System takes its first real money wager from an End User and at all time during the remainder of the term of this Agreement, the Licensee is required to hold a valid and current Gaming License.
- 3.4. This Agreement shall not be deemed to extend to any software or materials of KA other than the System, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by KA.
- 3.5. The Licensee hereby acknowledges that it is licensed to use the System only in accordance with the express terms of this Agreement and not further or otherwise.

- 3.6. The Licensee agrees it shall not at any time be permitted to have any access to the server systems that host the Games and the associated software and databases, wherever they may be.
- 3.7. The Licensee agrees that under no circumstances shall the Licensee move, remove, deface or alter the Trade Marks in any way whatsoever without KA's prior written consent. The Licensee undertakes not to use the Trade Marks in a manner that may have an adverse effect on the value or goodwill of the Trade Marks, that may dilute the Trade Marks or that may bring KA, its licensors or any of the Trade Marks into disrepute
- 3.8. The Licensee undertakes not to use the System, or any part of the System, to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located within the United States of America.
- 3.9. KA reserves the right, at its sole discretion and at any time, to i) remove any Game from the licensed System, and ii) prohibit the use of any Third Party Games from being run on the Platform. Where reasonably practicable, KA will notify the Licensee in writing prior to the effective date of the removal of a Game from the System. KA will not remove a Game without reasonable cause. Without limiting the generality of the foregoing, the Licensee acknowledges that from time to time, KA is licensed by third parties to use such third parties' brands, logos and other Intellectual Property in relation to, inter alia, Games ("Third Party IP") and that KA may from time to time be obliged to remove a Game from the System where KA's license to use such Third-Party IP expires, is revoked or is terminated.
- 3.10. The Licensee undertakes that it will not, without KA's prior written consent make any of the Games available for free-play without such Game(s) also being made available at the same time for real-money play.
- 3.11. The Licensee shall require KA's prior written consent and sign-off prior to the Licensee launching any advertising or marketing campaigns which relate to any Branded Game.
- 3.12. The Licensee acknowledges that there may be, from time to time, various Games in KA's suite of available Games which the Licensee shall only be entitled to use if the Licensee agrees to additional terms and conditions of use imposed by KA relating specifically to such Games. This is especially the case in relation to Games which are licensed to KA or Games which contain Intellectual Property licensed to KA such as Branded Games.
- 3.13. KA may, upon written notice, to the Licensee, require the Licensee to require the Operators to cease taking wagers from End Users located in any particularly defined territorial area (such as, without limitation, a country, territory, state, or province) if KA reasonably believes that taking such wagers is likely to be illegal, or the licensing of the System for play by End Users in such areas is likely to be illegal.

4. PAYMENTS

- 4.1. All Ongoing Usage Fees, shall be paid in arrears by the Licensee to KA or its nominee's bank account on a monthly basis in Euros by electronic transfer to arrive for value no later than fifteen (15) bank days after the invoice is received by the Licensee during the term of the Agreement and time for payment shall be of the essence. The Licensee agrees to pay sums due to KA under this Agreement punctually and without previous demand.
- 4.2. All deposits paid by the Licensee to the Clearing House Account must be paid in Euros by bank transfer in accordance with the routing details provided to the Licensee from time to time. The Licensee shall at all times ensure that there are sufficient funds available in the Clearing House Account to enable KA to deduct the Contributions in the manner set out in clause 4.2 above. In addition to any other right or remedy KA may have under this Agreement for breach by the Licensee of any of the provisions of this clause 4.3, KA shall have the right to suspend the provision of all or some of the Services and the right to suspend the operation of any software licensed to the Licensee by KA.
- 4.3. Licensee will be invoiced with a statement containing line items of all monthly play, winnings and amount due to KA for each utilized currency. All amounts due to KA for each line item will also be itemized in the invoice and converted into Euros based on that day's fair currency exchange rate.
- 4.4. Payment of the Ongoing Usage Fees, and the Contributions (by means of deduction by KA of funds from the Clearing House Account) shall be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, the Licensee shall pay to KA such sum as will, after the deduction or withholding has been made, leave KA with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. If the Licensee is required by law to make a deduction or withholding, the Licensee shall, within five (5) business days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid. No amount shall be considered paid to KA until received for value in the designated account.
- 4.5. KA Systems Global Ltd. Bank Information is in Appendix B.

5. WARRANTIES AND UNDERTAKINGS

- 5.1. The Licensee hereby warrants and confirms that neither it, nor any of its employees and associated parties will attempt to or permit any other party to attempt to:
 - 5.1.1. view any of the coding of the System or any software provided to the Licensee by KA;
 - 5.1.2. reverse engineer any of the coding of the System or any software provided to the Licensee by KA;
 - 5.1.3. decompile any of the coding of the System or any software provided to the Licensee by KA;
 - 5.1.4. monitor or in any way replicate (in form or function) the System, or any part of the System, or any software provided to the Licensee by KA;
 - 5.1.5. make use of any data generated by the System save in the ordinary course of its gaming business;
 - 5.1.6. alter or modify any part of the System.
- 5.2. For the avoidance of doubt, in this Agreement a prohibition against an act or omission in relation to the System applies equally to any part or component of the System.
- 5.3. The System is software based and the Licensee acknowledges that it will not run error free or without interruption. KA takes all reasonable precautions against software errors and bugs, but it does not warrant that the System will meet any special requirements of condition, quality, performance, merchantability or fitness for purpose of the Licensee, or that the System or any software provided to the Licensee by KA, will generate particular revenues or profits in use by the Licensee. In particular, the Licensee acknowledges that the Third Party Games have not been developed by or on behalf of KA and accordingly KA gives no warranties as to the quality and suitability of such Third Party Games and the Licensee uses such Third Party Games at its own risk.
- 5.4. As long as License has a valid agreement with an Operator regarding the System. KA undertakes not to contact the Operator directly or indirectly unless authorized in writing by the Partner or required by Applicable law. Furthermore, if during the said period an Operator or any of its principal shareholders or management contacts KA directly, KA will pass the request to the Licensee without discussing business specific questions with the Operator.

6. INTELLECTUAL PROPERTY

- 6.1. All Intellectual Property Rights in the System, in any Upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by KA to the Licensee will at all times remain the property of KA or its licensors. The intellectual property rights in all work done by KA or its contractors for the Licensee remain with KA and are licensed to the Licensee hereunder together with the System. All Intellectual Property Rights in Licensee's platform and all additions, corrections and improvements thereto and in any other proprietary software developed or owned by Licensee shall at all times remain property of Licensee.
- 6.2. The Licensee also covenants with KA that at any time after termination of this Agreement, the Licensee shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the System or infringe any of the Intellectual Property Rights of KA or its licensors.

7. ASSIGNMENT AND CHANGE OF OWNERSHIP

- 7.1. Neither Party shall assign or otherwise transfer this Agreement whether in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 7.2. The Licensee agrees that it shall provide KA with at least thirty (30) days advance notice in writing of any pending change to the Licensee's beneficial ownership (the "Ownership Notice").

8. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 8.1. The Each party undertakes to and agrees with the other party as follows:-
 - 8.1.1. to hold any Confidential Information disclosed by, belonging to or about the other party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorized and permitted pursuant to the terms of this Agreement), without the other party's prior written consent;
 - 8.1.2. only to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement;

- 8.1.3. upon written demand from the other party to either return to the other party the Confidential Information disclosed by, belonging to or about the other party (and any copies) or to confirm to the other party in writing that it has been destroyed.
- 8.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement (howsoever caused).
- 8.3. Each party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 8.

9. TERMINATION

- 9.1. This Agreement may be terminated by one party (the "Aggrieved Party") forthwith by written notice to the other party where any one, or more, of the following events occur:
 - 9.1.1. the other party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within thirty (30) days of the Aggrieved Party giving notice to the other party to remedy such failure;
 - 9.1.2. if any bankruptcy or insolvency proceedings are commenced against the other party, (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause) or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the other party or the other party's creditors or any class of them.
- 9.2. KA may, within sixty (60) days of receiving the Ownership Notice (as defined in clause 7.2 above), terminate the Agreement for legal cause attributable to non-suitability of the new owner of Licensee by written and motivated notice to the Licensee.
- 9.3. Either party may terminate this Agreement without cause by giving the other party not less than thirty (30) days written notice of termination.

10. EFFECT OF TERMINATION

- 10.1. Upon termination of this Agreement for whatever reason:
- 10.1.1. the Licensee shall promptly return to KA all of the System and all Intellectual Property Rights licensed, supplied or delivered by KA to the Licensee pursuant to this Agreement and all copies of the whole or any part thereof, and the parties shall promptly return to or if requested by the other destroy, any Confidential Information belonging to the other and, if requested by KA, the Licensee shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to KA that it has been destroyed;
 - 10.1.2. KA shall be entitled to cease providing any services to the Licensee, and to cease operating any hardware and software that is being operated for the Licensee by or on behalf of KA under this Agreement, and delete all or any part of its System from any place of installation thereof;
 - 10.1.3. the Licensee shall cease to use KA's or its licensor's trade secrets and technical know-how.
- 10.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

11. COMMENCEMENT AND DURATION

- 11.1. This Agreement shall commence on the date the last signature is added to this Agreement (or, if applicable, any counterpart of it) and shall continue thereafter, unless terminated in accordance with the provisions of clause 9.

12. LIABILITY

- 12.1. Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for loss of profits or loss of data).
- 12.2. Nothing in this Agreement shall exclude or restrict liability of either party to the other in respect of:
 - 12.2.1. death or injury to persons caused by negligence; or
 - 12.2.2. any other liability which cannot by law be limited or excluded.

13. SUPPORT

- 13.1. KA will use its reasonable commercial endeavors to provide the Licensee with a reasonable technical back-up and support for the System, provided that the Licensee is using the latest Upgrades and is adequately staffed with reasonably competent personnel.

14. NOTICES

- 14.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:
 - 14.1.1. To the Licensee at: **Trickless N.V.**
Registration number: 160941
Legal address: Zuikertuintjeweg Z/N, Willemstad, Curacao
 - 14.1.2. To KA at:
KA Systems Global Ltd., 9F, No. 187, Lequn 2nd Rd., Zhongshan Dist., Taipei City 104, Taiwan. (R.O.C)
- 14.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, or by courier or registered post, or by first class pre-paid letter and shall be deemed to have been served when delivered if delivered by hand, if by first class post seven (7) days after posting, and if by courier or registered post when signed for.

15. MISCELLANEOUS

- 15.1. **Arbitration.** Any dispute arising out of or in connection with this Agreement, whether in contract or tort and including any question regarding its existence, validity or termination, the Parties submit to the Agreement being governed by the Laws of England and Wales.
- 15.2. **Sub-Contracting.** KA shall be entitled to use sub-contractors to provide the Services or any part thereof.
- 15.3. **Data Protection.** The Licensee hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.
- 15.4. **Entire Agreement.** This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.
- 15.5. **Partial Invalidity.** In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.
- 15.6. **Waiver.** Any forbearance delay or indulgence by either of the parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right power or remedy available to that party is exclusive of any other right, power or remedy available to that party and each such right power or remedy shall be cumulative.
- 15.7. **Counterparts.** This Agreement may be executed in any number of identical counterparts with the same effect as if all parties hereto had all signed the same document.
- 15.8. **Third Party Rights.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Licensee and KA shall have any rights under this Agreement.

For and on behalf of the LICENSEE TRICKLESS N.V



Authorized Signatory

Name: ZIOBIT LIMITED (MANAGING DIROCTOR)

Date:

For and on behalf of the KA Systems Global Ltd.



Authorized Signatory

Name: David Marks, Business Development Manager

Date: 18/06/2025

APPENDIX A

Fee& Conditions

1. Part One – Ongoing Usage Fees

The Ongoing Usage Fees payable by the Licensee to KA is as set out in the table below:

Monthly GGR Net Income for INR, CNY and JPY Markets	Ongoing Usage Fee (As a % of the Monthly Net Income)
All Amounts	6% flat fee

Monthly GGR Net Income for Rest of Global Markets	Ongoing Usage Fee (As a % of the Monthly Net Income)
All Amounts	6% flat fee

*All usage fee of previous month, all currency shall convert to (EUR), to make payable to bank account which KA destined to no later 15th of each month; using www.xe.com rates.

2. Part Two – Set-up fee.

The setup fee is waived contingent upon the Licensee's integration requirements utilizes the KA RMP integration as is. Any additional customization to standard integration protocols may incur additional charges.

APPENDIX B

Bank Information

Bank Name: Capital International Bank

Bank Address: Capital House, Circular Road, Douglas, IM1 1AG

SWIFT Code: CIBQIMDD

Beneficiary Name: KA Systems Global Ltd

EURO Account No.: 20013752