

LICENSE AND SERVICES AGREEMENT

(the "Agreement")

By and between

The New Ear Platform S.r.l. a company incorporated in Romania, company number 46015298, with its Registered Office at Bucarest, Sectorul 2, Strada MĂGURA VULTURULUI, Nr. 58, CAMERA S14, DEMISOL (hereinafter referred to as "Licensor"),

And

Trickless N.V., a company incorporated in Curacao, having company number **10692**, with its Registered Office at **Abraham de Veerstraat 9, Curacao** (hereinafter referred to as "**Licensee**", individually a "party" and jointly with the Licensor the "parties"),

Whereas:

- A. the Licensor is a company operating in the sector of services for the development and use of iGaming software and platform;
- B. the Licensee is a software developer and provider of online and land-based gaming solutions;
- C. the Licensor is the owner of all rights for the Aggregator;
- D. the Licensor agrees to grant the license to use the Aggregator and to provide support services to the Licensee and the Licensee accepts the license on the terms and conditions set out in this Agreement;
- E. the Licensor intends to allow the Licensee the Sub-Licensing of the Aggregator pursuant to the terms and conditions of this Agreement;
- F. The gaming and betting activity is subject to the legal license granted by the relevant Authority having its territorial competence where the Bookmaker using the platform has its registered office or where the Bookmaker runs its business using the Aggregator.

Now therefore the parties agree as follows.

1. Definitions

1.1. The following terms will have the following meanings:

- a) "Approval" means confirmation, provided in writing, including via email that expresses a party's positive decision in relation to the subject matter of the relevant approval request.
- b) "Affiliate" means a person, association, partnership, trust or other business entity, however organized which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with party to this Agreement respectively.
- c) "Aggregator" means the aggregator that collects and integrates the casino games into a platform.

- d) “Control” means ownership of a majority of the beneficial interest in income and capital of an entity, or the legal authority, by contract or otherwise, to control the activity of another.
- e) “Authority”: means any governmental, judicial or regulatory authority involved in licensing in the territories where the Bookmakers use or intent to use the Aggregator.
- f) “Bookmaker”: means any incorporated or unincorporated entity that holds a gaming and/or gambling license issued by the competent Authority in the Territory where the Bookmaker conducts its gaming and/or gambling business, allowing such entity to operate its gaming/gambling business.
- g) “Distribution Channels” means any and all channels via which the Bookmaker makes any of its products and/or services available to End Users including but not limited to online, mobile, tablet devices connected to a server based system, television and Retail Business and/or otherwise.
- h) “Effective Date” means the date of the last signature of the Agreement.
- i) “End User” means an individual who uses the services offered via any of the Distribution Channels.
- j) “Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in design, rights in platform, database rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- k) “Legal Requirements” means laws, regulations, statutes, rules or administrative requirements of any country and/or of any competent regulator, applicable to Licensor, Licensee and/or the Aggregator as the case may be.
- l) “Player Account” means the account registered by the Users on the Bookmakers websites in order to play the games.
- m) “Providers” means external providers that provides games, tools and/or any other functionality integrated on the Aggregator
- n) “Services” means any services provided by Licensor or contemplated under this Agreement.
- o) “Source Code” means the text of an algorithm which forms a fundamental component of the Aggregator functionality written in a programming language during the creation of the Platform.
- p) “Territory” means a country where a Bookmaker makes its products or services available in general to the public via any of the Distribution Channels.
- q) “Third Party Games” means the games integrated in the Aggregator, provided by external providers.

2. License

- 2.1. The Licensor hereby grants the Licensee and Licensee hereby accepts a non-transferable, irrevocable, sub-licensable, worldwide and non-exclusive license for the Aggregator (the “License”) on the terms and conditions set out in this Agreement. The Aggregator may not however, be utilised in any Territory in which the activity requires a local license to offer gaming and/or gambling if the Licensee and/or Bookmaker is not licensed by the relevant local authority to do so.

- 2.2. Except as expressly provided elsewhere in the Agreement, Licensee will have no right directly or indirectly to: (i) use, distribute, or make available to third parties the Aggregator, or any other materials provided by Licensor or Licensor's rights (collectively "Licensor Property"), (ii) adapt, alter, copy, modify, translate, or create derivative works of the Licensor Property, or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct the Source Code of the Aggregator.
- 2.3. As between the parties, Licensor is responsible for: (i) obtaining all rights, licenses and clearances required in connection with its operation and the offering of the Aggregator and/or any of the Licensor's Property and any third party applications integrated by the Licensor into the Aggregator, (ii) complying with all applicable Legal Requirements with respect to the Aggregator and the License.
- 2.4. Licensee acknowledges that neither it nor any Bookmaker, shall at any time be permitted to have any access to the server system that host the games and the associated software and databases, wherever they may be.
- 2.5. Licensee undertakes not to, and shall ensure that the Bookmakers do not, use the Aggregator, or any part of the Aggregator, to take or to facilitate the taking of any real money from any End User who, at the time of using the games, is located within the United States of America and the other restricted territories indicated in ANNEX C. Licensor at any time may add other forbidden Countries, if it reasonably believes that the use of the games in such Countries might be illegal.
- 2.6. Licensee undertakes that it will ensure that each Bookmakers will not, without Licensor's prior written consent, make any of the games available for free-play without such game being made available at the same time for real-money.
- 2.7. Licensee shall require Licensor's prior written consent and sign-off prior to Licensee or any Bookmakers launching any advertising or marketing campaigns which relate to any Third Party Games.
- 2.8. During the term of this Agreement, the Licensee shall be authorized to use the Aggregator in compliance with the Agreement on any hardware belonging to its business organization or used to carry out its business activity. The Licensee, the Bookmakers and other sub-licensees (if any) shall not make other reproductions without the Licensor's prior written authorization.

3. Sub-Licensing provisions

- 3.1. Licensee will sub-license the Aggregator only when and where permitted by the Law of the Territory.
- 3.2. For the avoidance of doubts, Licensee will sub-license the Aggregator to Bookmakers only upon (a) written notification to Licensor together with a copy of the valid gaming or gambling license for the respective Bookmaker issued by the competent Authority in the Territory (the "Gaming License"), and such further due diligence documents or evidence that the Licensor may reasonably request on such Bookmakers and successively the receipt of the approval from the Licensor of the respective Bookmaker, not to be unreasonably withheld or delayed. In any case, the Licensor may at any time provide advance notice to Licensee if Licensor would need to terminate the availability of the Aggregator on the Bookmaker's Distribution Channels due to Legal Requirement(s) with the reasonably acceptable details of such relevant Legal Requirements, including the Court order and/or the order of any relevant Authority. Licensor shall take all reasonable endeavours to notify Licensee of such circumstances as soon as Licensor has reasonable knowledge of or reasons to know of the impact of such Legal Requirements on Aggregator, Aggregator availability, Licensor and/or this Agreement. In the event of termination of

Aggregator availability and/or the termination of this Agreement due to the reasons stated in this Section 3.1, no compensation, allowance or indemnity shall be due by the Licensor to the Licensee, without prejudice to either party's rights and obligations at termination as contemplated herein.

- 3.3. Licensee expressly undertake to not, directly or indirectly, grant any rights for the Aggregator to any third party that is not the approved Bookmaker unless provided otherwise hereunder. The parties agree that the Bookmaker's right to use the Aggregator will be subject to such Bookmaker maintaining the Gaming License. Licensee expressly undertakes to notify Licensor as soon as practicably possible in any approved Bookmaker ceases to hold the Gaming License and/or if such Gaming License has been suspended or terminated by the competent Authority.
- 3.4. In addition to provisions of Section 3.1 above, in the event Licensor is aware of any Legal Requirements directly applicable to its' ability to provide Services and/or License under this Agreement, Licensor will notify Licensee of such requirements as soon as possible, together with any details of a potential or actual impact on Aggregator and/or Services provided under this Agreement.

4. Proprietary Rights

- 4.1. Licensor is the sole and exclusive owner of all Intellectual Property Rights in and to the Aggregator.
- 4.2. For the purposes of this Agreement, Licensee is the sole owner of the End Users' data. Licensor might process End Users' data only for the purposes of this Agreement and will, at all times, comply with all applicable Legal Requirements, including all applicable data privacy and data protection laws. Furthermore, Licensor will take appropriate technical and organizational measures against unauthorized or unlawful processing of End Users' data and against accidental loss or destruction of, or damage to End Users' data. Licensee is solely and exclusively responsible for the control, integrity, accuracy, management and use of the End Users' data other than as may be due to faults or errors of the Aggregator.
- 4.3. Licensor will not disclose to any third party any End Users' data. Any such disclosure is subject to (i) provisions of Section 12 herein and (ii) Licensee's approval following the receipt of prior written advance notice from Licensor of the nature and scope of any disclosure and the identity of the recipient.

5. Rights and Obligations of the Licensee

- 5.1. Licensee has the right, at all times, to have unrestricted access to the Aggregator which facilitate the Bookmaker's betting activity performed via any Distribution Channels for the duration of this Agreement.
- 5.2. Licensee will enter into any agreement with Bookmakers in such a manner and on such terms as to ensure compliance with the provisions of this Agreement, including Licensee's rights and terms for use of the Aggregator. For the avoidance of doubt, the parties acknowledge that Licensor will provide the services contemplated under this Agreement only to Licensee and not directly to any of the Bookmakers.
- 5.3. The Licensee is not allowed to use the Aggregator or allow the use of the Aggregator or any its direct/indirect Third Parties Games, in the areas/countries/territories where is banned by the Law, and shall ensure that any Agreement with Bookmakers imposes upon them an obligation not to use or allow use of the Aggregator in such restricted jurisdiction. In no event shall the Licensor, its group of companies, or any of its directors, officers, employees, agents and consultants be liable for the violation of the Law.

6. Service Levels and Services

6.1. For the purpose of this Agreement and without limitation to any of the functionality included in a separate Annex hereto, the Services are:

a) Pre-launch

- The Aggregator installation and configuration;
- Integrations with any Providers;
- Configuration of system.

b) Post-launch

- Maintenance of the Aggregator;
- Periodic updates of the systems to ensure the latest version of the software of the Aggregator;
- 24 (twenty-four) months of hyper care and hand holding.

6.2. Licensee explicitly declares that the key components according to section 6.1. better specified in its respective annex, are qualified for the purpose of this Agreement.

6.3. Licensor will provide Services to Licensee, and Licensee will not engage any third party for the provision of the Services during the term of this Agreement, unless provided otherwise herein. Licensor will perform the Services from the Effective Date in accordance with generally recognized commercial practices and standards, in accordance with the applicable Legal Requirements and this Agreement.

7. License and Services Fee

7.1. In consideration of the License granted hereunder and the Services provided by Licensor, Licensee will pay the fee according to the table in Annex A and an amount as deposit. The deposit shall mean an amount paid by the Licensee to the Licensor's bank account as a guarantee. The deposit shall remain with the Licensor for the duration of the present agreement. The deposit amount shall be 10% of future GGR per month, with a minimum amount equal to €10,000, which shall ensure the Licensee has a credit GGR limit for an amount equal to €100,000 of GGR per month. In such a case that the Licensee shall reach 85% of the GGR credit limit at any point during the calendar month, the Licensee shall be notified in writing by the Licensor that another deposit shall be needed within a maximum of 48 hours from the notification in order to continue the use of the Aggregator. If Licensee fails to pay, the Licensor will have the right to suspend the Aggregator availability until Licensee fails to remedy the payment. The invoice shall be issued independently of the deposit and shall be adjusted accordingly.

7.2. In regard to the Providers where the Licensee has a direct contract with, a service fee shall be applied on top of Licensee's direct contract fee to be agreed in writing between the Parties.

7.3. The parties agree that the Go Live date will be by maximum two months from the Effective Date. Once this period has elapsed, the Licensor shall reserve the right to unilaterally modify the game provider prices listed in Annex B.

7.4. All the fees will be calculated and paid in Euro. For the purpose of calculation of the Fees in case the local currency of the Bookmakers' Territory is not euro, it will be

converted into Euro by applying the official exchange rate provided by the European Central Bank on a hourly basis.

- 7.5. All the fees shall be paid by Licensee to Licensor only by means of a bank account headed to **Trickless N.V.** In case of payments by means of any other payment instrument, the latter shall not be accepted by Licensor.
- 7.6. All the fees of section 7.1. expressly excludes all the costs for the development of the Services and/or any necessary certification required for the development of the Services ("Development's Costs"). The Development's Costs will be calculated and agreed in writing between the Parties time to time when these costs arises.
- 7.7. Licensor will invoice the Fee on monthly basis on the first working week of the month following the operational month to be invoiced. In the absence of any dispute in relation to invoiced amount, Licensee will pay the corresponding invoice no later than 14 calendar days after the last day of each calendar month during the term of this Agreement. In the event the last payment due day is not a Business Day, the payment will be made on the following Business Day. Each party will bear the costs applied by its respective payment provider associated with the payment.
- 7.8. Licensee hereby agree and acknowledge that the payment of the amount due according to this Section 7. will be paid in full notwithstanding any reason of doubts from the Licensee about such amount. For the avoidance of doubts, Licensee will pay the full amount due in the due date and if, later on, is proved that such amount was not due or not due in total, the amount in question will be deducted from the following invoice.
- 7.9. If Licensee fails to pay any undisputed invoice, Licensor will have the right to suspend the Aggregator availability and/or terminate the Agreement, if, following the provision of written notice of failure to pay, Licensee fails to remedy the situation within 15 (fifteen) calendar days from the date of receipt of such notice and does not pay the undisputed amount in full. After the receipt of the notice of failure to pay, a penalty of 0,1% per day will apply on the due amount until and unless the Licensee start to pay again according to this Section 7.
- 7.10. All monthly Fees will be invoiced exclusive of any value-added, sales tax or similar taxes that may be imposed by taxing authorities. Each party is solely responsible for the payment of costs and expenses it incurs in connection with this Agreement. Each party will indemnify the other party and its Affiliates against any claim or demand for payment of any such taxes.

8. ID Verification and Fraud

- 8.1. It is understood and acknowledged by the Parties that Licensee and the Bookmakers shall be solely responsible for the handling and administration of the Player Account. Licensee and the Bookmakers shall handle all the payments to and from the User directly, and shall perform, ID and/or other verifications of the User as required by the Legal Requirements.
- 8.2. Licensee and Bookmakers shall maintain a strict fraud control to ensure that fraudulent behaviors are forbidden. Such fraud control shall meet the requirements of the applicable legal requirements. Licensor shall not be responsible for fraudulent actions of Licensee, the Bookmakers or the Users. Upon detection of any fraudulent activity related to the games, Licensee and the Bookmaker must notify Licensor promptly and in any event not later than 24 hours after the discovery of the activity. For the avoidance of doubts it is hereby understood that Licensor will have the right to block and/or suspend, permanently or temporarily, the use of the Aggregator and all the games with regard to the User suspected of fraudulent behavior at its sole and

absolute discretion. Fraudulent transactions will not be calculated as part of the fees; also no reimbursement of fees will be due to Licensee as a result of an actual or suspected fraudulent behavior and actions taken by Licensor.

9. Confidentiality

9.1. Each party to this Agreement will (a) protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from the other party in connection with this Agreement or related to any of the Services provided by the Licensor or information disclosed by the Licensee, including but not limited to the data, that is identified as confidential, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential, (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to the other party promptly upon the termination of this Agreement. All such information will be treated as Confidential Information also after the termination of the Agreement, and will remain the disclosing party's exclusive property, and the other party will have no rights to use such information except as expressly provided herein.

10. Term and Termination

10.1. This Agreement will become effective on the Effective Date and will continue for 2 (two) years (the "Initial Term") and thereafter it will continue for successive terms of 1 (one) year until and unless terminated in writing by one party by providing no less than 30 (thirty) days prior written notice of termination prior to expiry of the Initial Term or the then current year term, unless terminated earlier according to this Agreement.

10.2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party, if the other party:

- a) Has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within 7 (seven) calendar days, unless specified otherwise in this Agreement, after receiving notice from the non-breaching party specified otherwise in this Agreement, after receiving notice from the non-breaching party specifying the breach and requiring the breach to be remedied, for purposes hereof, a breach will be considered capable of remedy if the defaulting party can comply with the provision in question in all respect other than time of performance, provided time of performance is of essence;
- b) Ceases to hold the required authorization to be able to operate and in case of the Licensor, to grant the rights over the Aggregator;
- c) Becomes unable to pay its debts or goes into liquidation or is the subject of the commencement of any bankruptcy proceedings.

After the termination of this Agreement:

- a) Licensor will discontinue the provision of the Services;
- b) Licensee will discontinue utilizing any and all rights granted to Licensee under this Agreement.

11 Indemnification

11.1 Licensee will defend and indemnify Licensor and its Affiliates from any losses, claims, taxes, demands, actions, suits, proceedings or judgements, including costs,

expenses and legal fees directly or indirectly arising out of or relating to any third party claim concerning (a) wrongful actions or omissions, whether done negligently or otherwise, by Licensee, its agents, directors, officers, employees or representatives, and/or any Bookmaker however, only in relation to the Bookmaker's use of the Aggregator, (b) actions taken by the Licensor at the request of Licensee other than in relation to the Aggregator or the services provided under this Agreement and (c) violation of any Legal Requirements by Licensee and/or a Bookmaker pertaining to the subject matter of the Agreement.

11.2 Licensor will defend, indemnify and hold Licensee and its Affiliates harmless from any losses, claims, taxes, demand, actions, suits, proceedings or judgements, including costs, expenses and legal fees directly or indirectly arising out of or relating to any third party claim concerning (a) design, development, manufacture, production, and use of the Aggregator by the Licensee, (b) wrongful actions or omissions, whether done negligently or otherwise, by Licensor, its agents, directors, officers, employees, contractors or representatives, (c) actual or alleged breach of any term of this Agreement by Licensor, and (e) actions taken by Licensee at the request of the Licensor or from the violation of any Legal Requirements by Licensor pertaining to the Aggregator and/or the services provided under this Agreement.

11.3 The indemnifying party will pay all amounts owed pursuant to its indemnification obligations within 7 days of the receipt of an invoice for same.

12 Representations and Warranties

12.1 Licensor represents and warrants that: (i) it owns and has all necessary intellectual rights of the Aggregator and has the right to license or convey title to the Aggregator; (ii) the Aggregator does not infringe upon any patent, copyright, trade secret, or other proprietary right or Intellectual Property Right of any third party; and (iii) all individuals engaged in providing the Services under this Agreement are sufficient qualified and authorised to lawfully perform such services.

12.2 The Licensee hereby warrants that its activities and the use of the Aggregator are carried out in full compliance with the applicable Legal Requirements. The Licensee shall further procure that the same warranties are contained in its agreements with the Bookmakers for the use of the Aggregator and specifically in relation to Bookmaker's compliance with the gaming and betting, anti-money laundering and gambling laws.

12.3 Licensee acknowledges that the Aggregator will not run error free or without interruption. Licensor takes all reasonable precautions against software errors and bugs, but it does not warrant that the Aggregator will meet any special requirements of condition, quality, performance, merchantability or fitness for purpose of the Licensee by or of any Bookmaker, or that the Aggregator or any software provided to Licensee by Licensor, will generate particular revenues or profits for the Bookmakers or Licensee.

13 Limitation of Liability

13.1 Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from the relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations of any party under Section 11.

14 Governing Law, Dispute Resolution

- 14.1 This Agreement and any matters relating to or arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of Italy.
- 14.2 The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the lawyers of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then the remaining provisions of this Section 14 shall apply.
- 14.3 In the event of any claim or dispute arising out of or in connection with this Agreement, such claim or dispute shall be brought in the court of Milan, Republic of Italy. The parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any matter arising out of or related to this Agreement shall be in the court of Milan, Republic of Italy, to the exclusion of the courts of any other place, and both parties hereby consent to jurisdiction in such court.

15 Miscellaneous

- 15.1 This Agreement, including all Annexes, constitutes the entire and sole agreement between the parties with respect to the subject matter herein. This Agreement supersedes all prior understandings, arrangements or agreements, whether verbal or written, between the parties hereto not contained in this Agreement. Except as provided in this Agreement, no modification, renewal, extension or waiver of any of the provisions of this Agreement will be binding upon either party unless made in writing and signed by the parties.
- 15.2 If any provision of this Agreement will be determined to be invalid under any Legal Requirements, such provision will be deemed void and the remainder of this Agreement will continue in full force and effect.
- 15.3 The rights and remedies in the event of default by either party hereunder are cumulative, and the exercise of those rights and remedies will be without prejudice to the enforcement of any other right or remedy available under this Agreement or by law. A breach of any term or condition of this Agreement may be enforced by injunctive relief, damages or both. No waiver of any breach of this Agreement will be deemed a waiver of any other or subsequent breach.
- 15.4 Unless otherwise agreed to by the parties in writing, all notices, requests or other communications hereunder will be in writing and will be sent by post, receipted express courier service or will be personally delivered to each party at the following addresses:

If to Licensee:	If to Licensor:
COMPANY NAME: Trickless N.V	COMPANY NAME: The New Ear Platform S.r.l
ADDRESS: Abraham de Veerstraat 9, Curacao	ADDRESS: Sectorul 2, Strada MĂGURA VULTURULUI, Nr. 58, CAMERA S14, DEMISOL, Bucurest
finance@trickless.io	afattore@theearplatform.com
Attention: NAME: Ziobit Ltd ROLE: Director	Attention: Name: Alessandro Fattore ROLE: Director

The parties may change such addresses as may be provided subsequent to the Effective Date. Any such notice will be deemed to have been given (if delivered by receipted courier service or personally) at the time of delivery or if sent by facsimile, twelve hours after the time of transmission.

155 Neither party will be liable to the other by reason of any failure in performance of this Agreement or if such failure arises out of causes beyond the reasonable control and without the fault or negligence of such party. Such causes may include, but not be limited to, acts of God or of the public enemy, acts of civil or military authority, fires, earthquakes, strikes (whether planned or unplanned), unavailability of energy resources, transportation delays, riots, acts of terrorism, or war (each an "Event of Force Majeure"). If either party suffers an Event of Force Majeure, that party will use its best efforts to continue to meet its obligations under this Agreement, and will advise the other party immediately and without unreasonable delay of the nature and extent of the Event of Force Majeure and its estimated impact, if any, on its performance under this Agreement.

156 This Agreement may be executed in any number of counterparts, each executed counterpart will be an original, but all the counterparts together will constitute one document.

157 Save as otherwise stated in this Agreement, each party will bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth below.

LICENSOR

The New Ear Platform S.r.l

Name: Alessandro Fattore

Title: Director

Date: 28/01/2025

LICENSEE

Trickless N.V

Name: Ziobit Ltd

Title: Director

Date: 28/01/2025




Effective Date: 01/02/2025

ANNEX A

1. Aggregator technical specifications.

1.1. The Aggregator (Licensor), on the Effective Date, aggregates the casino games, as stated in annex B, provided by the Providers directly to the Licensor:

1.2. The Parties hereby agree that, the lists of the games in Annex B may be modified at any time upon previous written agreement between the Parties;

1.3. Deliverables:

- The New Ear Platform SRL Aggregation Platform Solution, installation and configuration
- Game providers list, see Annex B
- Integrations with any 3rd party providers required by the Client. The cost of each new integration is quoted for on a case by case basis (if applicable)
- Configuration of system
- The New Ear Platform SRL Aggregation hub features: real time GGR report, Game provider/website performance analytics, Game provider/games management.
- License shall be provided by the Licensee.

2. Assistance and maintenance

2.1 The Parties hereby agree that the Licensor will provide to the Licensee:

- Maintenance of the platform
- Periodic updates of the systems to ensure the latest version of the software
- A period training period and transition support.

COMMERCIALS

Description	Fee
Setup Fee Branded aggregator	€-
Deposit Warranty	~10% of the estimated GGR
DB and cloud hosting (Google)	€500/month (adjusted per volume)
Game provider	Pricing seen in Annex 1

Platform fee	
Aggregation Platform fee	1.5% GGR

CRM (optional)	Fee
Setup Fee	€1,500
MMF for CRM	-
CRM	1% Total Campaign GGR

Calculation Formula:

Formula for GGR = (Bet – wins)

Notes:

The invoice shall be issued independently of the Deposit and shall be adjusted accordingly according to art. 7.1.

The CRM fee of 1% shall be applied to the Bonus GGR and Tournament Cash GGR, generated by all clients that are using the bonus functionalities.

Upon acceptance of this agreement, the Licensee agrees to pass a due diligence process on both the Licensee and the Bookmakers, that shall imply in sharing company information with the Licensor for the due diligence.

All mentioned prices are exclusive of VAT and any other local taxes or customs applicable.

LICENSOR**The New Ear Platform S.r.l**

Name: Alessandro Fattore

Title: Director

Date: 28/01/2025

**LICENSEE****Trickless N.V**

Name: Ziobit Ltd

Title: Director

Date: 28/01/2025



ANNEX B

Note:

Calculation Formula: $GGR = \text{Bet} - \text{wins}$

Pragmatic Play Live = Licensee shall pay the Licensor a fee equal to three percent (3%) of the Live Casino Gross Gaming Revenues for any and all side bets, including but not limited to “21+3” and “Perfect Pair”.

Licensee shall additionally pay the Licensor a fee equal to:

- a. For Azure 1 and Green Studio – €0.08 per base bet; and
- b. For Blackjack tables in Azure Studio 2 and all other studios - €0.08 per base bet, charged for all Generic Blackjack tables where the minimum bet is twenty- five Euro (€25) or below, and which fee shall apply only to the base bet (and shall not include, inter alia, side bets, double bets or split bets) and shall not apply to Blackjack tables Azure 1 and Green Studio; €0.12 per base bet for all BJ Bets < 50 EUR, Azure and others

- c. €0.15 per base bet for all BJ Tables Released after 1 May 2024

*All branded and Jackpot Games shall be quoted separately upon Client request.

Category	Game provider	GGR%
LIVE CASINO	Religa	9.00%
	Branded	+2%
	Side bets	+3%
LIVE CASINO	AE Casino	9.00%
LIVE CASINO	Betgames Tv	9.00%
LIVE CASINO	Evolution-Live	12.00%
	-Premium & Side Bets	+3%
	-Monopoly Pack	+5%
	-High Stakes tables	+€0.30/bet
	-Classic Blackjack tables low limit, extra table fee	+0.15€/bet
LIVE CASINO	EZUGI	10.00%
LIVE CASINO	Livegames.IO	9.50%
LIVE CASINO	SA Gaming	9.00%
LIVE CASINO	TVBET	11.50%
LIVE CASINO	VIVO GAMES	10.00%
LIVE CASINO	Pragmatic play Live*	11.00%
	-Premium & SideBets	+3%
LIVE CASINO	FAZI Interactive	9.00%
LIVE CASINO	Supernowa	8.00%
LIVE CASINO	XPG	10.50%
LIVE CASINO	LiveG24	9.50%

Category	Game provider	GGR%
RNG	1X2 Gaming	9.50%
RNG	3Cherry	8.00%
RNG	Amatic	11.00%
RNG	Ainsworth Games	9.50%
RNG	All41 Studios	9.50%
RNG	Apollo Gaming	10.00%
RNG	Bgaming	9.50%
RNG	BETSOLUTIONS	8.00%
RNG	Big Time Gaming	11.00%
RNG	BOOONGO (3oaks)	9.00%
RNG	Booming Games	9.50%
RNG	BF Gaming	9.50%
RNG	Casino Gate	7.50%
RNG	CT Interactive	8.50%
RNG	CONCEPT GAMING	7.00%
RNG	Crazy Tooth	9.50%
RNG	Darwin	9.00%
RNG	Elbet	API fee
RNG	EGT (Amusement Interactive)	14.00%
RNG	Eurasian Gaming	7.00%
RNG	Espresso Games	9.00%
RNG	Eyecon	9.50%
RNG	Electric Elephant	9.50%
RNG	EVO PLAY	9.50%
RNG	Filsgame	7.00%
RNG	Fortune Factory Studios	9.50%
RNG	Foxium	9.50%
RNG	Fugaso	9.50%
RNG	Game Art	11.00%
RNG	Gameburger Studios	9.50%
RNG	Gamefish Global	9.00%
RNG	Gamevy	9.50%
RNG	Gamzix	9.50%
RNG	Genesis Gaming	9.50%
RNG	Game Media Works	9.00%
RNG	Golden Rock Studios	9.50%
RNG	Habanero	9.00%
RNG	Inspired Gaming	9.50%
RNG	Iron Dog Studios	9.50%
RNG	JFTW	9.50%
RNG	Justplay	7.50%

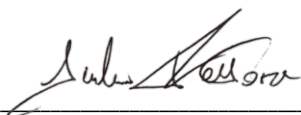
RNG	Microgaming Branded	12.00%
RNG	MGA	9.50%
RNG	Mr. Slotty	9.00%
RNG	NetEnt	11.00%
	-Premium & Branded	+3%
RNG	Neon Valley Studios	9.50%
RNG	Nemesis	7.00%
RNG	NetGame	9.00%
RNG	Onetouch	9.00%
RNG	NJOY Video Bingo	9.00%
RNG	Red RAKE	9.50%
RNG	ORTIZ Video Bingo Games	10.00%
RNG	Pariplay	9.50%
RNG	PG Soft	9.50%
RNG	Playngo	9.50%
	Premium % Branded	+4%
RNG	Plank Gaming	9.50%
RNG	PLATIN GAMING Slots	8.00%
RNG	Play Pearls	8.00%
RNG	Playson	9.00%
RNG	Pragmatic play	9.50%
RNG	Probability Jones	9.50%
RNG	Pulse 8	9.50%
RNG	Rabcat	9.50%
RNG	Realistic Games	9.50%
RNG	Red Tiger	11.00%
	-Premium & Branded	+3%
RNG	SPADEGAMING	8.00%
RNG	Skillzz Gaming	9.50%
RNG	Shack Evolution	API fee
RNG	Slingshot Studios	9.50%
RNG	SPINOMENAL	8.00%
RNG-instant	Spinoro	9.50%
RNG	Spearhead Studios	9.50%
RNG	SPINMATIC	9.00%
RNG	Spinthon	7.00%
RNG	TGC (The Game Company)	9.00%
RNG	Stormcraft Studios	9.50%
RNG	Switch Studios	9.50%
RNG	TomHorn	9.50%
RNG	The Ear Casino	6.00%

RNG	WeAreCasino	8.00%
RNG	Woohogames	7.00%
RNG	4 The player	11.50%
RNG	Dice Lab	11.50%
RNG	Felix Gaming	9.50%
RNG	Games Inc	10.00%
RNG	Green Jade	10.00%
RNG	Kalamba	11.00%
RNG	Max Win Gaming	11.50%
RNG	Northern Lights	11.50%
RNG	ReelPlay	10.50%
RNG	Relax Gaming	11.50%
RNG	Relax Gaming table games	14.50%
RNG	StakeLogic	11.00%
RNG	StakeLogic premium	13.00%
RNG	STHLM GAMING	11.50%
RNG	Mplay	8.00%
RNG	Only Play	9.50%
RNG	KA Gaming	7.00%
RNG	7Mojos	9.00%
RNG	Triple Edge Studios	9.50%
RNG	Two By Two	9.50%
RNG	Vibra Gaming	9.00%
RNG	WAZDAN	9.00%
RNG	Lightning Box	9.50%
RNG	Microgaming	9.50%
RNG-BINGO	PATAGONIA	11.00%
RNG-instant	Smart Soft	9.50%
RNG-Table	King Maker Games	9.00%
instant	Hacksaw Gaming	9.50%
Crash	Spribe	10.00%
RNG/Crash	Macaw Gaming	8.00%
RNG	Amigo gaming	7.50%
RNG	Mascot gaming	7.50%
RNG	Belatra	9.00%
RNG	LEANDER	9.50%
RNG	Leap gaming	9.00%

LICENSOR**The New Ear Platform S.r.l**

Name: Alessandro Fattore

Title: Director

Date: 28/01/2025

LICENSEE**Trickless N.V**

Name: Ziobit Ltd

Title: Director

Date: 28/01/2025



ANNEX C

1. Restricted territories

- United States of America and Territories
- Canada
- UAE
- Pakistan
- China
- Kuwait
- North Korea
- Qatar
- Vietnam
- Thailand
- Brunei
- Singapore
- Hong Kong
- Iraq
- Italy

LICENSOR

The New Ear Platform S.r.l

Name: Alessandro Fattore

Title: Director

Date: 28/01/2025 _____



LICENSEE

Trickless N.V

Name: Ziobit Ltd

Title: Director

Date: 28/01/2025

