

LICENCE AGREEMENT

Between

GeminiLab N.V.

and

PK CEDAR GLOBAL LTD

July 15, 2024

THIS **Licence AGREEMENT** has been entered into as of July 15, 2024

BETWEEN

GeminiLab N.V., a company incorporated under the laws of Curacao, with registration number 142919, (hereinafter, "Provider"),

AND

PK CEDAR GLOBAL LTD, a company incorporated under laws of Cyprus, with registration number HE 462375, having its registered address at Kerkiras & John Kennedy, 11 AMARANTHE HOUSE GROUND FLOOR, 3107, Limassol, Cyprus (hereinafter – Licensee),

Provider and the Licensee are each individually referred to as a "Party" and collectively as the "Parties".

1. Background

Whereas:

(i) Licensee operates, manages and maintains gaming services (the "Licensee Services");

(ii) PROVIDER shall provide software services (the "PROVIDER Services") to the Licensee;

(iii) Licensee shall utilise the PROVIDER Services in the Licensee Services with the aim of introducing players to the PROVIDER Services; and

(iv) PROVIDER shall be responsible for ensuring access to the PROVIDER Services for the duration of and subject to the provisions of this AGREEMENT;

The Parties have agreed to enter into this AGREEMENT for their mutual benefit and in accordance with the terms and conditions set out herein.

2. Terms and Definitions

As used in this Agreement, the following terms have the meanings set forth below:

"Account Manager" means the PROVIDER contact point for the Licensee, as notified by PROVIDER to Licensee at any time;

"Agreement" means this written Agreement including any appendix or amendment hereto as may be adopted by and between the Parties in terms hereof;

"Associated Companies" means other companies that are connected, directly or indirectly, to PROVIDER, the Licensee and/or the GSPs (as applicable) via either upward or downward majority ownership, e.g., having a joint owner;

"Confidential Information" means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients

Provider  _____

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Licensee  _____

lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

"Delivery Date" means a date at which (excluding the PROVIDER Services marked with an* are not integrated into production at the time of writing), the PROVIDER Services are delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch PROVIDER Services.

"First Line Support" means the support provided to Players by the Licensee via telephone, e-mail or instant chat relating to technical and functional matters pertaining to the Players' use of the PROVIDER Services;

"Gaming Software Providers (GSPs)" means the developers and providers of the GSP Software (and their Associated Companies). GSPs shall be contracted by PROVIDER to deliver the PROVIDER Services to Licensee;

"Intellectual Property" and "Intellectual Property Rights" means all intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, relating to the Marks, the Software and/or any other intellectual property belonging to the Parties and/or the GSPs;

"Launch" means the first day of public availability of the PROVIDER Services on Licensee Services whereby Players may wage real money on PROVIDER Services;

"Marks" means the logo and the words pertaining to the business of the Parties and/or the GSPs;

"Licensee Platform" means the hardware and software belonging to the Licensee (or a third party contracted by the Licensee) built to run and support the PROVIDER Services in order to provide Licensee Services to Players;

"Licensee Services" means any access service offered by Licensee used for the purpose of integration, distribution and display of the PROVIDER Services, irrespective of the medium or electronic communications network over which the said access service is provided;

"Player" means an end-user introduced to the PROVIDER Services via the Licensee Services;

"Player Data" means any and all data submitted by the Player on the Licensee Services and collected, compiled and stored by the Licensee for the purpose of processing transactions due to a Player's use of the PROVIDER Services;

"PROVIDER" means PROVIDER and its Associated Companies;

Provider

Licensee

“PROVIDER Services” means the services delivered under this Agreement as listed in the Appendix “PROVIDER Services”, provided that these services may be varied by the GSPs at their sole discretion from time to time;

“PROVIDER Platform” means the platform developed, owned, Licenced or hosted by the PROVIDER (as applicable) – except for portions thereof consisting of or incorporating third party software via which the PROVIDER Services are made available to the Licensee.

“Production Environment” means the setting where real money play is possible;

“Software” means any proprietary software belonging to PROVIDER and/or the GSPs used for the purpose of providing the PROVIDER Services;

The headings and subheadings are for convenience only and shall not affect the construction of this Agreement. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person. The words "other", "include" and "including" do not connote limitation in any way.

3. PROVIDER Services

PROVIDER shall deliver the PROVIDER Services listed in the Appendix “PROVIDER Services” and further described in relevant appendices attached to this Agreement.

4. Licensee’s Obligations

Licensee shall:

(i) be responsible for attracting new Players for the purpose of using the PROVIDER Services and assist Players with registration for the use of the PROVIDER Services via the Licensee Services;

(ii) maintain a valid gaming Licence for the PROVIDER Services at all times. Licensee is aware and understands, that validity of this Agreement is subject to valid gaming Licence issued to Licensee by a competent licensing authority;

(iii) at all times be compliant with all requirements and criteria determined by any GSP or licensing authority who issued the relevant gaming Licence;

(iv) implement new requirements or criteria issued by a GSP in the time period determined by the Provider – non-compliance with this clause shall be cause of suspension or termination of services provided by the relevant GSP such decision being made on sole discretion of the PROVIDER without any liability to Licensee caused by such changes and actions.

(v) within period denoted in respective notice provide PROVIDER with any due diligence documentation as requested by PROVIDER;

Provider

Licensee

(vi) immediately provide PROVIDER with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with PROVIDER or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming Licence/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to PROVIDER within five (10) business days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by PROVIDER.

(vii) advise PROVIDER when there is a change to the domain names of websites or additional websites using PROVIDER Services/s as specified in the Appendix A "PROVIDER Services and Fees".

5. PROVIDER's Obligations

PROVIDER undertakes towards the Licensee to:

(i) undertake all necessary arrangements for the proper implementation of the PROVIDER Services into the Licensee Platform;

(ii) ensure access to and operation of the PROVIDER Services subject to the applicable provisions and for the duration of the term of this Agreement.

6. Ownership and Licences

(i) All rights and interest in the Intellectual Property and the PROVIDER Services, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party and/or GSP which owns them.

(ii) All rights and interest in the Player Data remains the property of the Licensee. PROVIDER and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.

(iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Licensee Services and into their marketing material. Upon PROVIDER's request, Licensee shall incorporate PROVIDER's logo with a hyperlink into the footnote of any website (Domain) using PROVIDER Services. PROVIDER is entitled to revoke the Licence provided under this clause in whole or in part upon 5 (five) days prior written notice.

Provider

Licensee

(iv) PROVIDER and/or the GSPs may freely use any suggestions and improvements related to the Software and/or the PROVIDER Services that Licensee provides in connection with this Agreement. In the event that Intellectual Property Rights in the Software and/or the PROVIDER Services shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free Licence, without warranty of any kind, to include them in the GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.

(v) The Software is owned by the Provider and/or GSPs (as applicable) and is protected by copyright laws and international treaty provisions. The Licensee may not use, copy, modify, rent, disassemble, decompile, reverse engineer, create derivative works from, or transfer the Software, or any copy, modification, or merged portion thereof, in whole or in part, except as expressly provided for in this Agreement. The Licensee may not sublicense, assign or transfer this Licence or the Software except as expressly provided for in this Agreement. This Licence will automatically terminate if the Licensee transfer possession of any copy of the Software to any other party. This section will survive any termination of this Agreement.

7. Development and Maintenance

(i) PROVIDER and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Software and the PROVIDER Services, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Licensee acknowledges that development and maintenance may not be scheduled according to specific requests of Licensee. In the event that such development and maintenance occur, Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by PROVIDER for the successful execution of such development and maintenance.

(ii) PROVIDER shall cause each of the respective GSPs to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill diligence and precautions are exercised to minimise, reduce and prevent the risks of unnecessary and/or prolonged downtime, inconvenience to Players and any error and/or malfunction in the Software.

8. Disrupted Service

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the PROVIDER Services provided to the Players can be temporarily disrupted. PROVIDER shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the

Provider

Licensee

minimum such disruption. Licensee acknowledges and accepts that neither PROVIDER and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions. PROVIDER shall uphold service according to the attached "Service Level Agreement".

9. Advertising

(i) Licensee shall bear all costs and expenses incurred in connection with any action it shall take in relation to the advertising, marketing and promotion of the PROVIDER Services. Advertising shall comply with any applicable advertising rules and regulations and shall not include material that are in material breach of intellectual property rights. Advertising materials require PROVIDER's prior approval. PROVIDER is entitled to issue marketing and advertising terms and conditions based on instructions received or determined by GSP(s), such terms and conditions being binding to the Licensee. Non-compliance of such terms and conditions may be cause of immediate termination of this agreement or suspension of certain PROVIDER Services without any obligation to remedy any damage thus caused.

(ii) The Licensee shall not advertise and/or promote including, but not limited to any of the following goods and/or services and/or any goods and/or services that shall be deemed to be prohibited by law: Counterfeit currency, coins and stamps; Drugs and drug paraphernalia, narcotic or drug-like substances, legal substances formulas and descriptions; firearms, weapons, guns, knives, pepper spray, replicas and stun guns; government documents, IDs, Licences, uniform and other goods or any police items; Dangerous and hazardous goods, perishable or restricted items (for example explosives, radioactive materials, toxic substances, batteries, fireworks, Freon); Items, encouraging illegal activity or links to items, promoting others to engage in illegal activity; Offensive Material (items that promote or glorify hatred, violence, racial or religious intolerance, nazi memorabilia, offensive goods or materials); Prescription drugs, pills, medications and their components; Prohibited items (Merchants are not allowed to sell or require illegal or sexual services); Pornography, child pornography and other sexually suggestive materials involving minors; escort or prostitution services.

10. Fees

(i) For the use of the rights granted to the Licensee under this Agreement Licensee shall pay PROVIDER the fees as specified in the appendix A "Provider Services and Fees".

(ii) All sums due by Licensee to Provider under this Agreement shall be made in Euros. Payment of the Fees shall be paid free of all deductions including deductions for any

Provider

Licensee

charges, levies, imposts, sales tax, value added tax, withholding tax, or any other form of tax whatsoever. No amount may be withheld or deducted, and no set-offs may be made, for any reason whatsoever without the prior written permission of the Provider. No amount shall be considered paid to the Provider until received for value in the designated account. Provider shall apply the FIAT currency daily conversion rates applicable on the last day of the appropriate calendar month supplied from www.xe.com and cryptocurrency daily rates supplied from www.bitcoinaverage.com or otherwise mutually agreed.

(iii) All sums due by Licensee to Provider under this Agreement are exclusive of Value Added Tax and, or other sales or gaming taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed.

(iv) PROVIDER shall not be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.

(v) PROVIDER shall be responsible for calculating Licensee's and PROVIDER's revenues within 10 days from the last day of the previous month. Where necessary PROVIDER shall provide Licensee with the necessary reports for the comparison and sharing, and shall effectuate the sharing by invoicing or crediting the amount due. For avoidance of doubt all data for the purposes of invoicing shall be taken from PROVIDER back-office data. Invoices shall be sent via email. Payment by the Licensee is due within 10 calendar days of receipt of invoice.

(vi) Parties agree, that unless expressly provided otherwise in this Agreement fee for each GSP's Software shall be calculated based on Gross Gaming Revenue (hereinafter also referred to as GGR) (as applicable) generated by each GSP's Software and each fee shall be considered separately. There shall be no negative result carry-over from month to month, from one GSP's Software to another GSP's Software.

(vii) Any overdue payment pursuant to this Agreement shall incur interest in the amount of 0,2 % of the due payment per day of delay but not less than EUR 250. Notwithstanding the above mentioned remedies and without any liability to Licensee, PROVIDER shall have the right to suspend the provision of the PROVIDER Services to the Licensee, until such payment is settled in full by the Licensee to PROVIDER.

(vii) The amounts payable hereunder shall not be subject to any defences (legal or equitable) related to the set-off or counterclaim thereof.

(viii) The Parties agree, that in case the Licensee has delayed any payment due to the Provider under this Agreement or any other agreement concluded between the Parties more than 2 (two) times during any 6 (six) months period each time delay being more than 7 (seven) days from due date, the Provider shall be entitled to suspend this Agreement unilaterally without any prior notice to the Licensee and the operation of this

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Agreement shall be renewed only after payment by the Licensee of all debt and deposit in amount of 1/6 (one sixth) part of total of all payments payable by the Licensee to the Provider for the previous 6 (six) consecutive months per this Agreement from the Provider's notice date (hereinafter – deposit). Further the Provider shall be entitled to use the deposit for the purpose of covering the due payments starting from the 7th day of any due payment. Non – fulfilment of the obligation provided in this Article shall be considered as material breach of this Agreement on the side of the Licensee and the Provider shall upon its sole discretion suspend or terminate this Agreement with or without any prior notice.

11. Professional Services

PROVIDER may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning.

The Parties will agree on specifications of tasks in writing (email being sufficient) after which PROVIDER will provide a quote for the completion of the task as specified, including project management, testing, and deployment to production.

PROVIDER is entitled to request advance payments for professional services resources provided according to this paragraph.

12. Confidentiality

Commencing on the date of signature of this Agreement and for a period of five (5) years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorised disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party

Provider

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contemporaneously of such disclosure, or (vi) unless the information is disclosed by the Party to a court or other forum of dispute resolution, or a third party in order to defend the disclosing Party's legal rights or due to breach of this Agreement of the other Party.

13. Responsibility PROVIDER

	PROVIDER	Licensee
<i>Configuration, Set-up & Integration</i>		
Hardware and API-keys Set-up	X	
Product Configuration		X
PROVIDER Service configuration, set-up & installation	X	
Solution Acceptance testing and verification		X
Integration with any potential surrounding business systems e.g. Licensee mgmt system, CRM system, financial reporting system, if specified in product description	X	X
<i>Ongoing Operation</i>		
System Hosting	X	X
Front-end basic template	X	
Front-end uniq template		X
1st Line Customer Support		X
2nd Line Technical Support (SLA)	X	
Marketing and Promotion activities		X
Payment Management		X
Fraud Control		X

14. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 3 months from Launch (hereafter the "Start Period").

Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for additional periods of 36 months each as long as necessary unless terminated in writing by either Party by providing to the other Party no less than 2 (two) weeks prior written notice of termination.

15. Termination for Cause

(i) A Party may terminate this Agreement immediately, if:

Provider _____

Licensee _____

(1) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within fourteen (14) days following written notice of the breach, cease to be in breach; or

(2) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement; or

(3) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject.

(ii) PROVIDER may terminate this Agreement immediately, if

(1) the Licensee fails to pay any amount due to be paid in accordance with this Agreement and such breach is not rectified within 10 business days from the date of a written notice from PROVIDER, or

(2) if the Licensee uses, or attempts to use the Software or PROVIDER Services or any part of them in a manner or form that is illegal or that is reasonably likely to bring PROVIDER into disrepute or in any way endanger any of PROVIDER's Licences, permits or approvals in each case granted by licensing authority or any of GSP's;

(3) if the Licensee fails to apply for, obtain in a timely fashion or maintain any Licence, permit or approval required by any government authority or by applicable law or regulation or is otherwise in breach of the applicable law;

(iii) Provider may suspend or terminate this Agreement or any PROVIDER Service in whole or in part immediately without prior written notice:

(1) in cases provided in this Agreement;

(2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;

(3) if PROVIDER has lost the right to provide PROVIDER Services (as applicable).

(iv) Without prejudice to the aforementioned and notwithstanding the above provisions of this paragraph, either Party shall have the right to unilaterally and without reason to terminate this Agreement by sending 60 (sixty) calendar days prior written notice of termination to the other Party. There will be no early termination charges applicable in case the Licensee decides to terminate this Agreement prior to the expiration of the Term of this Agreement.

Provider  _____

Licensee  _____

16. Consequences and Rights and Obligations on Termination

(i) In the event of expiry or termination or suspension of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination or suspension, whichever is the later. Upon expiry or termination or suspension of this Agreement a final balancing shall be made between the Parties, payable within ten (10) business days from the invoice date.

(ii) At the effective date of expiry or termination of this Agreement for any reason:

(1) Licensee shall immediately remove access to the PROVIDER Services through the Licensee Services and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the PROVIDER Services;

(2) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall automatically revert to the Party who owns them;

(3) the Parties shall promptly return any materials protected by Intellectual Property Rights and/or which are considered Confidential Information, provided by the other Party under or in connection with this Agreement to the other Party, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party.

17. Staff Accounts

Employees of the Licensee or companies controlled by the Licensee are banned from using the PROVIDER Services, both directly and indirectly. PROVIDER can have a number of accounts registered for test and demo purposes. Licensee shall provide such test accounts to the PROVIDER per PROVIDER request or PROVIDER may register such test accounts on its own upon prior notification to the Licensee.

18. Indemnification

Either Party agrees to indemnify the other Party and to hold it harmless against all claims and losses, including reasonable legal fees, arising as a result of such Party's breach of any of the undertakings and/or warranties set out herein, provided that the indemnified party shall give the indemnifying party prompt written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance.

19. Limitations of Liability

(i) In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.

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(ii) PROVIDER shall have no liability for any period of downtime of the PROVIDER Services caused by or resulting from the following: a failure of servers, related equipment or hardware used by the Licensee for the provision of the PROVIDER Services; a failure or disruption of internet services not resulting from fault or negligence by a company in the PROVIDER Group and/or any other technical service outage not occasioned through fault or negligence by a company in the PROVIDER Group.

(iii) PROVIDER makes no representation or warranty that the use of the Software or PROVIDER Services is legal in any jurisdiction.

(iv) PROVIDER makes no representation or warranty whatsoever with respect to financial outcome for the other Party during its performance under this Agreement.

(v) If the GSPs are contracted for by PROVIDER, the provision of PROVIDER Services is subject to the respective GSP's approval (where applicable –prior approval) of the Licensee. In approving the Licensee, the GSP shall act at their own discretion and refusal of the GSP to deliver the PROVIDER Services to the Licensee shall by no means make PROVIDER liable for the non-provision of such services.

(vi) Provider shall not be held liable for any loss caused by any unlawful third-party actions that can affect its network, network infrastructure, system(s), confidential data, personal data and/or any other information.

(vii) The PROVIDER Service and all related component and information are provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, and Provider expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement, users acknowledge that Provider does not warrant that the PROVIDER Service will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the PROVIDER Services, and no information, advice or services obtained by Licensee from the Provider or through the PROVIDER Service shall create any warranty not expressly stated in this Agreement.

20. Government Legislation

It is recognized by the parties hereto that the provision of the PROVIDER Services may be subject to the applicable Government licensing regulation and laws. Neither PROVIDER nor the GSPs shall be held liable for any damages of any kind that may be sustained by the Licensee subsequent to any changes in Government legislation or policy or from the failure of PROVIDER and/or the GSPs to comply with the said licensing regulations and laws.

Provider

Licensee

21. Independent Parties

The Parties are independent contractors. No partnership, joint venture, principal-agent or employer-employee relationship is intended to be created by this Agreement. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

22. Assignment

No party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

23. Construction

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of its prohibition or unenforceability without invalidating the remaining provisions hereof. It shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

24. Incorporation and Amendments

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement expressly supersedes any and all prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties hereto. All appendices and annexes to this Agreement shall constitute an inseparable part of this Agreement. Any terms and conditions that according to this Agreement may be issued by the PROVIDER shall constitute an inseparable part of this Agreement and shall be binding to the Parties.

25. Waiver

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof, shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

Provider *[Signature]*

Licensee *[Signature]*

26. Force Majeure

A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect ("Force Majeure").

If such delay or failure continues for at least thirty (30) days, a Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing.

The Parties agree and acknowledge that PROVIDER is committed to DDoS protection of its data centers and application infrastructure provided that, any DDOS-attacks and similar Internet attacks that PROVIDER together with the GSPs are unable to mitigate despite the use of multi-pronged approach to DDoS protection as further detailed in Appendix "Service Level Agreement" shall be classified as Force Majeure.

27. Non-Solicitation

Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter solicit any of each other's employees or any employees of the subsidiaries or associated companies forming part of their group of companies, for the purpose of offering them to become employees and/or to procure services from them.

28. Notices

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

Provider

Licensee

The parties agree that all arrangements between the Provider and the Licensee made in writing (e-mails, Skype, etc.) with regard to the Agreement shall be deemed effective.

All the documents prepared for the arbitration purposes (notices, judgments, decisions, declarations, etc.) shall be sent by electronic mail. Arbitration court shall send all the documents which are prepared and submitted to arbitration by the Party (application review requirements, etc.) to the other Party by electronic mail, or to notify it about the possibility of the receipt of these documents at the arbitration court and becoming acquainted with them.

All the documents for the Arbitration purposes shall be sent to legal or natural persons by electronic mails and each Party shall notify the arbitral court of its agreement to use electronic mail to communicate with the arbitration court. In this case, the Parties and the arbitration court shall send the documents to the e-mail address specified by the Party. If the arbitration court or the Parties finds technical barriers to the transmission of electronic documents by mail, it shall send the registered mail.

The documents for the arbitration purposes are considered received on the date of issue if they are delivered and granted to the addressee personally. If they are sent by mail, it is considered that they were received on the seventh day after the mailing date of dispatch, but if they were sent by electronic mail, it is considered that they are received within two working days after the date of dispatch.

29. Survivability

Clauses 10, 16, 20, 21 and 22 shall survive a termination of this Agreement.

30. Law and dispute resolution

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Cyprus.

The Parties shall endeavour to settle the differences arising during performance of this Agreement via negotiations. Any dispute, controversy or claim arising out of this contract that are associated with it, or the breach, termination or invalidity thereof, will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in accordance with the rules of the arbitral tribunal, composed of one arbitrator. The Parties agree that arbitration proceedings shall be in the English language. All correspondence and documents related to the arbitration proceedings and prepared by the arbitration court (judgements, decisions, declarations, claims and any other document related to the

Provider _____ 

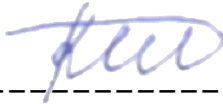
Licensee _____ 

arbitration proceedings) shall be sent to a Party by email. No other type of correspondence or communication of documents as part of arbitration proceedings apart from the one mentioned in this clause shall be considered valid.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.

SIGNATURES

For and on behalf of **GeminiLab N.V**



Position: Director

Name: Pavels Klujevs

For and on behalf of PK CEDAR GLOBAL LTD



Position: Director

Name: Peter Kazan

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Licensee -----


Appendix A

PROVIDER services and fees

1. Domain/s

The Agreement pertains to delivery of PROVIDER Services for the following website/s:

<https://dimebit.com/>

To be determined

2. PROVIDER Services and Fees

Initial Platform Cost

Service	Cost
Setup of TurboPlatform	€20,000
Optional: Full front-end template based on Vue.js + Nuxt (on your AWS servers, with your FE team assist)	€40,000
Optional: Styling/adapting our template to your brand. Design System, CMS also Included.	€5,000

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Recurring Platform Cost

	Minimum Fee	If above Minimum Fee (of the Total GGR*)
	First* 2m – €0 From 3rd month – €3,000	< €100,000 = 6% €100,001 – €250,000 = 5,5% > €250,001 = 4%
Support, SLA, Cloud hosting (AWS) and DDOS protection (CloudFlare)		€0
Optional: Sportsbook Match trackers		€1,000
Optional: Sportsbook Live streaming broadcast		€1,500

* **Total GGR** = (Total Bets on Platform – Total Wins on Platform) + Negative Player Balance Corrections (if any).

* **First** = First 2 months after commercial launch (received deposits from users).

Providers Rates

*Asia rates by request.

You can enable games from the following providers. If you have direct agreements with the provider and we have integration, then the platform charges a **1%** commission.

TurboGames	10%	Gamebeat	10,00%	Platipus	8,00%
1x2 Gaming	11,00%	Gameburger Studios	12,00%	Play'n Go	15,00%
2By2	12,00%	GamePlay	13,00%	Playbro	9,00%
3oaks (World)	12,00%	Games Inc	11,00%	PlayPearls	10,50%
5 men games	9,00%	Gamevy	13,00%	Playrogue	9,50%
7777 gaming	9,00%	Gaming Corp	9,00%	Playson	10,00%
7Mojos	9,00%	Gamomat	14,00%	Playtech (slots)	14,00%

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Absolute Live Gaming	9,00%
AGT software	9,00%
Ainsworth Games	13,00%
Air Dice	11,00%
Alchemy Gaming	12,00%
All41 Studios	12,00%
Amatic Industries	11,00%
Apollo Games	11,50%
Apparat Gaming	11,00%
Asia Gaming	12,00%
Atmosfera	10,00%
Atomic Slot Lab	10,00%
AvatarUX	9,00%
Barbara Bang	9,00%
Belatra Games	10,00%
Bet2Tech	9,00%
BetGamesTV	11,00%
Betsoft	10,00%
BetSolutions	11,00%
Better live	11,00%
Bgaming	10,00%
Blue Guru	10,00%
Blueprint	12,00%
Bombay Live	11,00%
Booming games	11,00%
BTG / Big Time Gaming	13,00%
Buck Stakes Entertainment	12,00%
Caleta Gaming	10,00%
Casino Technology	11,00%
Champion	9,00%
Chilli Games	9,00%
Crazy Tooth Studio	13,00%
Cyberslot	9,00%
D-Tech	13,00%
eBET	11,00%
Edge Gaming	12,00%
EGT (Amunset) Live	15,00%
EGT (Amusnet)	15,00%
ELA Games	11,00%

Gamzix	8,00%
Genesis Gaming	13,00%
Genii	11,00%
Gold Coin Studios	13,00%
Golden Hero	11,00%
Golden Race	11,00%
Golden Rock Studios	12,00%
Gong Gaming	12,00%
H27	10,00%
Habanero	11,00%
HackSaw Gaming	10,00%
Half Pixel Studios	13,00%
High5	8,00%
Igrosoft	9,00%
Inspired gaming	13,00%
Iron Dog Studios	12,00%
ISoftBet	12,00%
Jade Rabbit	8,00%
JFTW	12,00%
Just For The Win	13,00%
JVL	8,00%
KA Gaming	10,00%
Kalamba Games	8,00%
Kiron Interactive	13,00%
Lady Luck	10,00%
Lightning Box Games	13,00%
Live games	11,00%
Live Solutions (LSEL ltd)	11,00%
Livespins	13,00%
Lotto Instant Win	14,00%
Lucky Streak	11,00%
Mancala Gaming	9,50%
Mannaplay	12,00%
Mascot	9,00%
Matrix games	9,00%
MGA	13,00%
Microgaming (Games Global)	12,00%
Microgaming Live	12,00%
MrSlotty	9,00%

Playtech Live	14,00%
Pragmatic Play (slots)	10,00%
Pragmatic Play Blackjack Live	13,00%
Pragmatic Play Live	11,00%
Probability Jones	13,00%
Pulse 8	12,00%
Push Gaming	12,00%
Quickspin	13,00%
Rabcat	12,00%
Realistic Games	13,00%
Red Rake Gaming	11,00%
Red Tiger	11,00%
Red7 Games	9,00%
Relax Gaming	11,00%
Retro Gaming	10,00%
Revolver Gaming	10,00%
Ruby play	10,00%
SA Gaming	11,00%
Salsa Technology	10,00%
SimplePlay	10,00%
Skillzz Gaming	13,00%
Skywind	12,00%
Slingshot Studios	12,00%
Slotmatrix	10,00%
Slotmill	11,00%
SmartSoft	9,00%
Snowborn Studios	12,00%
Spadegaming	10,00%
Spearhead Studios	12,00%
Spinmatic	11,00%
Spinomenal	10,00%
SpinPlay Games	12,00%
Spride	10,00%
Storm Gaming	13,00%
Stormcraft Studios	12,00%
Super Spade Games	9,00%
Super Spade live	11,00%
Swintt	10,00%
Switch Studios	13,00%

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Elbet	9,00%
Electric Elephant	13,00%
ELK Studios	12,00%
Endorphina	11,00%
Enjoy gaming	11,00%
Eurasian / EA gaming	9,50%
Evolution	13,00%
Evoplay	10,00%
Evoplay	10,00%
Eyecon	13,00%
Ezugi	13,00%
Fantasma	11,00%
Fbastards	7,00%
Fortune Factory Studios	13,00%
Foxium	12,00%
Fugaso	10,00%
G Games	9,50%
G Games Branded	13,00%
GameArt	11,00%

Neko Games	13,00%
Neon Valley Studios	12,00%
Netent	12,00%
NetGame Entertainment	10,00%
NetGaming	10,00%
Nolimit City	11,00%
Northern Lights Gaming	12,00%
Nucleus	10,00%
Octoplay	12,00%
Old Skool	12,00%
One Touch	9,00%
Onegame	8,00%
OnlyPlay	10,00%
Oryx Gaming	10,00%
Pariplay	12,00%
Pear Fiction	13,00%
Peter and Sons	10,00%
PG Soft	10,00%
Plank Gaming	13,00%

Synot	10,00%
Tangente	9,00%
Thunderkick	10,00%
Thunderspin	10,00%
Topspin	10,00%
Triple Edge Studios	12,00%
Triple Profits Games	10,00%
TrueLab	8,00%
TVBET	10,00%
Upgaming	10,00%
Urgent Games	11,00%
Vibra Gaming	9,00%
Virtual Generation Games	12,00%
Vivo gaming	9,00%
Wazdan	11,50%
WeAreCasino	11,00%
Winfast	11,50%
Yggdrasil	15,00%
Yolted	10,00%
Zillion games	9,00%

TurboSportsbook Solution Rates

 TURBO SPORTSBOOK	GGR Volume	Rate
	< €100,000	12%
	€100,001 – €250,000	11%
	€250,001 – €500,000	10%
	> €500,001	9%

Exclusive content:

Racing disciplines* = 15% *includes Horse racing , Greyhounds, Harness

Minimum Fee from 3rd month - 2500 EUR

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Integration Solutions

Below you will find solutions integrated into the platform that you can use **optionally** by paying directly to the **supplier**.

- Direct contract and **direct payment to the supplier**;
- Solutions are **not mandatory** to use;
- New integrations will **be added**, which we separately announce.

Integrated Solution: Retention

- **Customer.io** (CRM)

Integrated Solution: Marketing

- **Affilka** (Affiliate System)
- **TraffFlow** (Affiliate System)

Integrated Solution: Risk-management

- **Bebounce.io** (Email Validation Tool)

Integrated Solution: Payments

- **Coins Paid** (iGaming Cryptocurrency Payment Gateway)
- **OxProcessing** (Powerful crypto Payment Gateway)
- **Corefy** (650+ providers, 400+ methods)
- **Billblend** (many providers & methods covering USD, EUR, GBP, INR, RUB)
- **Payes**

Gaming Licence

Your casino and betting will be operating under your gaming licence.

Licence must allow for legal operation of an online casino worldwide, except for the countries with internal gaming regulation and those where online gaming is officially prohibited.

Main Restricted Countries: Australia, France, Israel, Georgia, Netherlands, Ukraine, Turkey, United Kingdom, United States of America, Portugal, Spain, Switzerland, Russia.

Additional Restricted Countries: Afghanistan, Canada (Ontario), Guinea Bissau, Haiti, Iran, Islamic Republic of Iraq, Jamaica, Lebanon, Libya, Myanmar, Nicaragua, Korea, Pakistan, Panama, Philippines, Syrian Arab Republic, Somalia, South Sudan, Syria, Venezuela, Yemen, Zimbabwe, Belgium, Croatia, Denmark.

When the front-end (product template) is hosted on our servers, these geo's will be blocked for the end-user.

Provider -----

Licensee -----

Annex B

Services Level Agreement

Introduction

This SLA provides an outline of key elements and expected service levels in relation to the Licensor's provision of the services to the Licensee.

This SLA shall be and shall remain in force throughout the term of the Agreement and shall apply to, and be incorporated into, the Agreement in its entirety.

This SLA shall take precedence over any contradictory terms in the main part of the Agreement unless specifically stated to the contrary and referring to this Appendix C.

Support

1. Definitions

Support – scope of services providing assistance regarding technical aspects of the Software and Operational Infrastructure in scope set by the current document to solve specific problems with the product or its IT environment.

The Licensor's customer services and support operates 24 hours every day. Malfunctions should be reported via email or via messages in the relevant chat in Skype as described in this document.

The technical hotline - operations chat in Skype/Telegram, which is designed to communicate with support managers. The technical hotline should only be used to report a serious technical issue and/or malfunction.

The Licensee shall provide to us appropriate contact names, telephone numbers and procedures, and will update the contact details when necessary, to enable us to contact the Licensee, as and when necessary or reasonably required by us, to discuss reported faults and their resolution.

2. Scope

Answering technical and usage-related questions from Licensee, maintaining of operational processes and fixing reported and confirmed errors.

3. Working times

Support in standard mode (24/7/365) is operating without public holidays in the country of the development and support team.

Support Services

1.1 Licensor hereby undertakes to provide the Licensee with the following Software Support Services.

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- 1.2 For the purpose of providing the services defined by this Agreement, Licensor undertakes to provide professional employees or to contract professional persons to efficiently provide such Software Support Services throughout the duration of this Agreement.
- 1.3 Licensee guarantees in-time informing on notable product updates in the release outs format. Information will be sent within 2 business hours since the product update. If this update requires correction and verification by the Licensee, the information will be sent to technical specialists within 40 business hours. Terms can be changed by agreement of the Parties.
- 1.4 Support services will be classified due to the severity levels, based on the respective definitions hereunder. The response time for each severity level is defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact resulting in the inability to use the software.	Less than two 4 business hours
High	The request has severe business impact, limiting the usage of one or more major functions of the software. The live environment is still operational, but restricted.	Less than sixteen 24 business hours
Medium	The software functions, but there are functional limitations that are not critical in the daily operation.	Less than twenty four 36 business hours
Low	Minor infractions including documentation or cosmetic error.	Less than sixty 60 business hours

Licensee must assign and clearly indicate the severity level assigned in the Support Services Request sent to the Licensor. The Support Services Request must also clearly state the reasons for the severity level assigned and the nature of the issue. Licensor will review the severity level assigned to the request and allocate the appropriate resources. Licensor will use commercially reasonable efforts to resolve and correct reported cases. If the Licensor determines that a request results from a problem within the product that can be temporary, the severity level will be re-evaluated to determine the appropriate course of action.

- 1.5 Licensee acknowledges that it must report to customer services all faults/problems it becomes aware of in connection with the services in accordance with this paragraph.

As part of each such report Licensee will:

clearly identify the caller/originator of the request for assistance as the Licensee at the start of any communication;

provide a comprehensive description of the fault/problem and the environment in

Provider

Licensee

which the fault/problem is occurring;

make all reasonable efforts to provide assistance to Licensor in recreating the reported fault/problem;

wherever possible, provide full details of any system changes or other matter(s) of which it is aware that may have affected provision of the services.

The faults/problems should be reported in the following form:

- Product;
- Expected Result;
- Actual Result;
- Detailed description of incident including screenshots.

1.6 The Licensee shall maintain a record of all reported faults that will include details of:

- date and time of the first reported fault;
- name of the Licensee's representative reporting the fault;
- description of the reported fault;
- item of software affected;
- date and time of final rectification.

1.7 The Parties agree that support for technical issues is meaningful and only as a measure of last resort. In case of support for technical issues being sought outside the Scope of the Support, Licensor will charge the Licensee the Fees laid.

1.8 The service details stated in this SLA relate to the data network provided by ourselves only. Faults concerning data transmission in the Licensee's area of responsibility are not regarded as faults under this SLA.