

END Cyprus SLA 240507/1

GAME SOFTWARE LICENSING AGREEMENT

This Agreement is entered into by and between:

ENDORPHINA LTD

Company incorporated in: Cyprus

ID: HE 355149

With its registered office at: Strovolos, 77, STROVOLOS CENTRE, Floor 2, Flat 301, Strovolos, 2018, Nicosia, Cyprus

Represented by Jan Urbanec, Director

(hereinafter referred as the "**Endorphina**"), on one part,

and

Interseal B.V.

ID: 163945

With its registered office at: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Willemstad, Curaçao

Represented by Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., managing director (hereinafter referred as the "**Customer**"), on the second part,

hereinafter collectively referred to as the "**Parties**" and each separately as the "**Party**"

RECITALS

- A. Whereas the Endorphina is a legal entity, exclusive licensor of a Licensed Software and desires to grant to the Customer the right to use the Licensed Software under the terms hereof.
- B. Whereas the Customer is a Licensed Online Casino Operator which runs an online casino on domain(s): pd.games (or other agreed domains) and desires to obtain the right to use Licensed Software under the terms and conditions stipulated in this Agreement.
- C. Whereas it is the express objective and intention of the Parties to this Agreement to achieve as high as possible degree of efficiency in their professional relationship, to their mutual benefit.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS:

- 1.1. "**Agreement**" – means this Agreement, all annexes, appendixes to this Agreement and any amendment thereto.
- 1.2. "**Bonus Tool**" – means the API tool separately integrated for the purpose of measurement of bonus activity of players by dividing bets on "real money bets" and "bonus bets".
- 1.3. "**Effective Date**" – means the day, when this Agreement is signed by both Parties.
- 1.4. "**Gambling License**" – means the license, provided by competent authority of relevant jurisdiction, where the remote gambling/gaming business is legal. Gambling License ensures the legitimacy of an online casino business, as it involves regular assessments of the company's conduct.
- 1.5. "**Gross Gaming Revenue**" or also "**GGR**" – means total end user bets less total end user wins.
- 1.6. "**Licensed Software**" - means all games listed in section "Games" on a website www.endorphina.com.

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- 1.7. **“Licensed Online Casino Operator”** – means the online casino operator, which operates its online casino under relevant valid gambling license.
- 1.8. **“Third Party”** – means any party or entity which is not a party of this Agreement or the other agreements listed here.

2. SUBJECT MATTER

- 2.1. Subject to this Agreement is to define the terms and conditions under which Endorphina will provide the Licensed software for the Customer.

3. THE CONDITIONS AND SCOPE OF THE LICENSE

- 3.1. The Licensed Software shall be solely used by the Customer as the Online Casino Operator for the purpose of operating the online entertainment gaming through the Internet under the valid Gambling License(s).
- 3.2. Licensed Software is provided as a worldwide, revocable, non-exclusive and non-transferable license granted by Endorphina to the Customer
- 3.3. The Endorphina releases from the liability of any improper or illegal use of the Licensed Software by the Customer
- 3.4. The Customer expressly acknowledges that the Endorphina may provide the other entities or party with the Licensed Software.
- 3.5. The license may be provided only by the access code to the Licensed Software which is ensured by the Endorphina. The source code of the Licensed Software is not granted.
- 3.6. The Endorphina explicitly states that the Licensed Software shall not be accessible in those jurisdictions which requires special licence and/or certification for B2B software providers, before the Endorphina and/or its Licensed Software complies with such requirements.
- 3.7. Endorphina is entitled to require from the Customer to submit market standard KYC/AML documents including the documents relating to its ultimate beneficial owner/s and the Customer undertakes to do so promptly upon request. Failure to submit this documentation even after repeated notification from Endorphina may result in termination of this Agreement.

4. LICENSE FEE

- 4.1. The License Fee is specified and defined in **Annex 1** hereto.

5. CALCULATION OF LICENSE FEE

- 5.1. Monthly License Fee is calculated as follows:
 - 5.1.1. No later than 5th day of every month Endorphina shall provide the Customer with a statement setting out its monthly Gross Gaming Revenue for the previous month and the respective monthly invoice.
 - 5.1.2. If Customer does not receive an invoice stated in previous article, it is Customers responsibility to inform the Endorphina of this fact.
 - 5.1.3. Provided that Customers monthly Gross Gaming Revenue from Licensed software is equal or below zero, Endorphina will not issue an invoice for such a month. The following month Endorphina shall issue and send an invoice for both months.

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- 5.1.4. The Endorphina will calculate and determine the License Fee payment owed to the Endorphina by the Customer in accordance with **Annex 1** hereto. After receiving the monthly License Fee invoice from the Endorphina, the Customer shall have fifteen (15) business days to settle and pay such invoice.
- 5.1.5. The Endorphina shall have the right, without prejudice to its other rights or remedies, to lock automatically the access of the Customer to the Licensed Software if the Customer is in delay with payment of invoice for monthly License Fee for more than thirty (30) business days. In this event the Endorphina releases from the liability for the damage of the particular Customer.
- 5.1.6. The Customer shall pay the contractual penalty for late payment in amount of 0,1 % of the amount due for each day of the delay, after thirty (30) business days specified in clause 5.1.5. of the Agreement.

5.2. Both Parties explicitly agrees that the invoiced amount must be the same amount which the Endorphina will receive to its bank account. With respect to above mentioned, the Customer is not entitled to reduce the invoiced amount of Licensed Fee by any foreign, state, value added tax, withholding, or other taxes, customs duties, similar tariffs and fees, including banking fees, or any other tax imposed or otherwise levied by any regulatory authority, unless specifically agreed in this Agreement.

5.3. The Customer hereby agrees and binds itself to pay all tax and duties which it is obliged to pay under applicable laws.

6. TECHNICAL SUPPORT

- 6.1 Endorphina will provide an access code and technical support for the Licensed Software in accordance with the terms and conditions set forth in **Annex 2** hereto.

7. UPDATES AND UPGRADES

- 7.1. During the term of this Agreement the Endorphina shall provide to the Customer all upgrades and updates to the Licensed Software, which are designated as such by Endorphina at no additional cost.
- 7.2. Provided that the Customer acknowledge that Endorphina shall not be responsible, and consequently shall be held harmless, for any delay in installation, deployment, system defects, or loss of data due to actions reasonably attributable to the Customer, its agents or due to non-observance of technical instructions given by the Endorphina.
- 7.3. Updates and upgrades to the Licensed Software shall be considered as an integral part of the Licensed Software for the purposes of this Agreement.

8. WARRANTIES AND REPRESENTATIONS

- 8.1. The Endorphina warrants and represents:
 - 8.1.1. that prior to any material being used as part of the Licensed Software, all rights, licenses and consents relating to intellectual property rights, including the rights to grant licenses under this Agreement have been obtained and shall continue to be valid throughout the entire duration of this Agreement.
- 8.2. Customer warrants and represents as follows:

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- 8.2.1. that he shall use the license in accordance with this Agreement and in a scope of its granting;
 - 8.2.2. the Licensed Software shall be used only on the domains, which shall be approved by Endorphina;
 - 8.2.3. that he shall pay all fees, taxes and duties the Customer by applicable law in relation to this Agreement;
 - 8.2.4. that Customer shall at all time hold valid gambling licenses according to gambling regulations for the operating of remote gambling business;
 - 8.2.5. that Customer shall use adequate protection for minors and vulnerable persons in accordance with the law and regulations of the country in which the Licensed Software is used and in accordance with generally accepted gaming industry standards and practices;
 - 8.2.6. that Customer will prevent the abuse of gambling;
 - 8.2.7. that in a case that the Customer loses its gambling license of any purpose or that there is any suspicion of the gambling authorities that the Customer breaches the law or regulation of the country in which the Licensed Software is used, the Customer shall promptly notify the Endorphina of all facts relating to such suspicions;
 - 8.2.8. that the Customer shall conduct sufficient due diligence, compliance and know your Customer procedures towards its players as required by respective jurisdiction or, if not applicable, at least in the level being considered as an acceptable industry standard.
 - 8.2.9. that during the effectiveness of this Agreement and also for a period of 1 year after its termination for any reason, the Customer (or an affiliated entity belonging into the same group of companies or trading under the same brand as the Customer) will not, without the Endorphina's prior written consent, either directly or indirectly, hire, employ, solicit, or contact for these aforementioned purposes any employee or other representative working for the Endorphina (or for an affiliated entity trading under the same brand as the Endorphina), or encourage such person to leave employment or other service for the Endorphina or its said affiliated entity. In case of a breach of this non-solicitation clause, the Customer shall pay to the Endorphina compensation in amount of EUR 5 000 (five thousand euro).
 - 8.2.10. the Customer is obligated to provide to the Endorphina, based on its request, a "demo" player account for every website, on which it uses the Licensed Software, for testing and maintenance purposes.
- 8.3. The Parties agree and warrant to refrain from any act or omission that derogates from, or infringes upon the exclusive proprietary rights of the other. In the event that either Party becomes aware that Third Parties are about to improperly use the intellectual property or any part thereof or infringing upon any proprietary rights of the other Party, it will promptly notify the other Party of all facts known to it, relating to such unlawful use.

9. PROHIBITION OF INTERFERENCE INTO LICENSED SOFTWARE

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9.1. The license granted under this Agreement shall be construed as strictly prohibiting the Customer from engaging and or authorizing any Third Party to engage on its behalf in any of the following activities:

- 9.1.1 use, license, distribute, modify or otherwise transfer the Licensed Software other than those rights specifically granted hereunder;
- 9.1.2 remove any proprietary notices from the Licensed Software;
- 9.1.3 encumber, transfer or assign the Licensed Software;
- 9.1.4 alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from Licensed Software or create copyrightable or copyrighted material of the Licensed Software; or
- 9.1.5 create derivative works based on the whole or on any part of the Licensed Software.

10. TERM AND TERMINATION

- 10.1. This Agreement shall be effective on the Effective Date.
- 10.2. Unless earlier terminated as provided in this Agreement, this Agreement shall be agreed for an indefinite period.
- 10.3. Endorphina shall have the right, without prejudice to his other rights or remedies, to terminate this Agreement by written notice to Customer. The notice period of termination this Agreement is two (2) months, and begins the next day after the notice was delivered.
- 10.4. Customer shall have the right, without prejudice to his other rights or remedies, to terminate this Agreement by written notice to Endorphina without notice period. Agreement is terminated next day after the notice was delivered.
- 10.5. Endorphina shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to other Party if the other Party:
 - 10.5.1 is in material breach of any of its obligations under this Agreement end that breach is incapable of being cured or remains uncured for thirty (30) calendar days after receiving written notice of the breach; or
 - 10.5.2 becomes insolvent or is in otherwise unable to pay debts in the ordinary course of business; or
 - 10.5.3 is dissolved or otherwise cease to engage in its normal business operations and is unable thereby to fulfil its obligations under this Agreement;
 - 10.5.4 in the event of delay with payment of invoice for monthly License Fee for more than thirty (30) business days;
 - 10.5.5 in the event of attempts to derive the source code from Licensed Software by any employees or contractors of any party ;
 - 10.5.6 in the event of infringement of Article 8, 9, 12.
- 10.6 Any obligations shall survive termination of this Agreement for any reason. Termination is not an exclusive remedy and all other remedies shall be available to the Endorphina whether or not the Agreement is terminated.

11. INDEMNIFICATION

- 11.1. The Customer shall hold the Endorphina harmless and indemnify the Endorphina at the Customer's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions brought against the

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Endorphina by the, Customer or Customer's affiliates, to the extent that such cause of action is based upon a claim in connection with the operation of the Customer's business.

- 11.2. The Customer shall indemnify and hold the Endorphina harmless at the Customer's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions, penalties, or adjudication brought against the Endorphina in connection with any matter relating to the illegal use of the Licensed Software by the Customer or its successors, assigns, parents, subsidiaries, affiliates officers, employees, agents and representatives.
- 11.3. To exclude all doubts, the appropriate law firm shall be chosen by the Endorphina.
- 11.4. The amount of any indemnification or compensations or any fee specified above shall not exceed EUR 10 000 (ten thousand euro) in overall.

12. CONFIDENTIALITY AND NON-DISCLOSURE'

- 12.1. Either Party is obliged to keep confidential any information that may damage the good name of the other Party.
- 12.2. In connection with this Agreement the Customer may come into contact with confidential information of the Endorphina or information intended for internal use by the Endorphina or other information constituting a trade secret of the Endorphina, disclosure of which to any Third Party would be contrary to the interests of the Endorphina. The Customer agrees to maintain the confidentiality of all these information and any other information obtained in connection with activities under this Agreement, including information that will detect and information relating to, inter alia, customers, know-how and working methods of the Endorphina.
- 12.3. Either Party is obliged to maintain the confidentiality of all facts that are contained in this Agreement or directly related to it or related to the other Party's business affair of which it may become aware, unless the information has been disclosed to the public without breach of this Agreement.
- 12.4. Either Party shall not be liable for disclosure of such information, if such information is available to the public, if the government authorities require these information in the exercise of its powers or in the other cases stipulated by law. In a case that the government authority requires to disclose such information, the Party is obliged to immediately notify the other Party before it provides such information so the Party could eventually make a qualified objection against to such procedure of government authority.
- 12.5. Either Party shall make maximum effort to protect confidentiality of information from leak or be lost due to an infringement of the confidentiality, theft or the infringement of the confidentiality by Third Parties.
- 12.6. Each Party shall promptly report to the other Party any actual or suspected violation of confidential information under this Agreement and shall take all reasonable steps to prevent, control or remedy such violation.
- 12.7. In a case of infringement of such obligation under this section the both parties agree to pay to other party the contractual penalty for EUR 5.000,- (in words: five thousands euro). The right to damages shall remain unaffected.

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13. LIMITATION OF LIABILITY

- 13.1. The Customer is liable for any damages resulting from its breach of this Agreement. The right of the penalty does not preclude the right of the Endorphina for damages.
- 13.2. In no event will the Endorphina be liable for incidental, indirect, special or consequential damages, or any damages whatsoever resulting from loss or use of the Licensed Software. Nor will the Endorphina accept liability arising out of or relating to any banner, advertising material or any material created by the Customer.
- 13.3. In no event will Endorphina be liable for incidental, indirect, special or consequential damages, or any damages whatsoever resulting from any disputes or claims between Customer and its end users. Endorphina shall always take into account data from its back-office and those data shall be bound and relevant also in relationship between Endorphina and Customer.
- 13.4. The Endorphina shall not be liable for any improper or illegal use of the Licensed Software by the Customer including, without limitation, its successors, assigns, affiliates, licensees, officers, employees, agents and representatives. Specifically, in no event is Endorphina responsible for Customer's obligation to any Third Parties.
- 13.5. The Endorphina's sole liability to the Customer arising from any claim related to any defect in the Licensed software shall be limited in aggregate to the license fees paid by the Customer to the Endorphina preceding the date on which the cause of action arose. In no event shall the Endorphina be liable for any lost profits or any consequential, special incidental, indirect, relevance, punitive or moral damages, however caused.
- 13.6. The Endorphina shall not be liable to the Customer for any damages caused by any defect in the Licensed Software if the Customer violates article 8.2.8 hereof.
- 13.7. Any damages caused by the Endorphina shall be compensated only by the appropriate reduction of License Fee.
- 13.8. The Customer's liability and any compensations / remedies / penalties according to this Agreement is limited to EUR 10 000 (ten thousand) in overall.

14. MISCELLANEOUS

- 14.1. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14.2. In case that any provision of this Agreement becomes invalid or ineffective, the other provisions of the Agreement are not affected and are still valid and effective and for that gap is used the meaning and purpose of Agreement the most relevant provisions of the applicable law of Czech Republic.
- 14.3. This Agreement shall be governed and construed in accordance with the laws of Czech Republic. Any litigation or other dispute resolution between the Parties relating to this Agreement shall take place in Czech Republic. All disputes arising from the present Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court.
- 14.4. If any litigation or arbitration should arise as a result of a breach of this Agreement, breaching Party shall bear all costs for such litigation or arbitration.

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- 14.5. The captions appearing with the commencement of the paragraphs of this Agreement are descriptive and for convenience of reference only, and shall in no way define, limit or describe the scope or intent of the provisions of this Agreement.
- 14.6. This Agreement shall inure to the benefit and be binding upon the Parties, their legal representatives, and successors and permitted assigns.
- 14.7. Both Parties agree that they have each materially and fully participated in the negotiation and drafting of this Agreement and, if this Agreement ever should be the subject of interpretation by a court or arbitration, it shall not be construed or interpreted against either Party for the reason that it was drafted by only one Party.
- 14.8. Amendments may be made to this Agreement at any time with the consent of both Parties. Any amendments made to this Agreement shall have no force or effect whatsoever unless made in writing and signed by each of the Parties hereto.
- 14.9. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to the intent of the Parties and the remainder of this Agreement shall remain in full force and effect.
- 14.10. Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 14.11. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or an appendix refers to the specific section of or Appendix to this Agreement.
- 14.12. This Agreement with its all Annexes supersedes all prior and contemporaneous understandings or agreements of the Parties.

In _____ date 21.08.2024
On behalf of **Endorphina**



SIGNED BY Jan Urbanec, director

In Curacao date 7/17/2024
On behalf **Customer**

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**SIGNED BY Jonathan Marshall Ruwel
Heymans, obo Kurason Trust Curacao N.V.,
Managing Director of Interseal B.V.**

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Annex 1
The license set up fee and monthly License Fee

The Customer shall pay no set up fee.

Customer shall pay to Endorphina the License Fee equal to a corresponding percentage of the Gross Gaming Revenue in accordance with the table below:

Gross Gaming Revenue (GGR) in EUR	Fee
€ 0 – € 350,000	10%
€ 350,001 – € 1,000,000	9%
€ 1,000,001 +	8%

When determining the monthly Gross Gaming Revenue in case of different currencies, the Parties shall use the respective exchange rates established by the currency converter <https://www.xe.com> (and for cryptocurrencies, [coingecko.com](https://www.coingecko.com)) whilst taking into account the monthly (arithmetic) average rate of the respective currency for the given month (UTC+0 time zone).

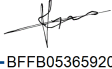
All payment information shall be specified in the monthly invoice, which shall be delivered on Customer's e-mail: general@intrsl.org

In _____ date 21.08.2024
 On behalf of **Endorphina**



SIGNED BY Jan Urbanec, director

In Curacao date 7/17/2024
 On behalf **Customer**

DocuSigned by:

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SIGNED BY Jonathan Marshall Ruwel Heymans, obo Kurason Trust Curacao N.V., Managing Director of Interseal B.V.

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Annex 2

Assistance during the integration process and the technical support for the Licensed Software

1. Assistance during the integration process

- 1.1. The Endorphina shall provide the Customer with an API access to the Licensed Software and also shall provide an assistance during the whole integration process of the Licensed Software.
- 1.2. During the integration process shall be determinate an authorized employee, who will provide assistance via e-mail api@endorphina.com. To avoid any misunderstandings Endorphina explicitly states that this contact is for purpose of assistance during the integration process only.

2. Technical support

- 2.1. Endorphina shall provide support for Licensed Software 24/7 .
- 2.2. Technical support is provided via:

E-mail: support@endorphina.com

Skype: [support.endorphina](https://www.skype.com/en/contacts/skype/support.endorphina)

provided that Skype is preferred type of communication between Customer and Endorphina's technical support.

- 2.3. All support communication and all support documents shall be in the English language only.
- 2.4. Authorized person for this Agreement is **Kirill Miroshnichenko** with following contacts:

E-mail: kirill.m@endorphina.com

Skype: [live:kirill.m_9](https://www.skype.com/en/contacts/skype/live:kirill.m_9)

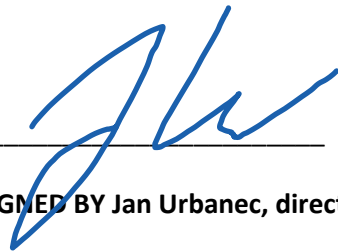
Phone: +420 797 837 513

- 2.5. Customer must send a copy of all issue reports to the authorized person.
 - 2.6. All communication with the Customer regarding support, technical and operational matters shall be performed via:
E-mail: general@intrsl.org
 - 2.7. Customer is obliged to inform Endorphina about each issue as soon as possible but not later than 48 hours since the issue appeared. Issue reports which will be received after this deadline shall not be accepted.
 - 2.8. All reported issues must be backed up with the relevant information, which includes following information ("**Mandatory information**"):
- (i) No. of game session;
 - (ii) Time issue occurred accurate to 30 minute in GMT 0;
 - (iii) Text description of the issue;
 - (iv) No. of the issue (created by the Customer).

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- (v) Customer can send a screenshot of the issue or error code. To avoid any misunderstanding screenshot of the issue and error code are not considered as the Mandatory information, however providing screenshot of the issue and error code could be helpful for the technical support.
- 2.9. On the accepted issue reports which satisfied conditions listed above is Endorphina obliged to reply within 72 hours. The time for the solution of the issues depends on the range and scope of the issue. All accepted issue reports will be treated as urgent.
- 2.10. Endorphina does not provide technical support for issues caused by unauthorized interference of the Customer or any other third parties.

In _____ date 21.08.2024
On behalf of **Endorphina**



SIGNED BY Jan Urbanec, director

In Curacao date 7/17/2024
On behalf **Customer**

DocuSigned by:

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**SIGNED BY Jonathan Marshall Ruwel
Heymans, obo Kurason Trust Curacao N.V.,
Managing Director of Interseal B.V.**