

Lucky Treasure

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lobby.malibuclubcasino.com:8443/AdminCore/

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All Bookmarks

Malibu Club

25.11.01

Player Sheet

Search Player

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Favorites

⚙️

Admin Users

⚙️

Banking Methods

⚙️

Admin Roles

⚙️

API Keys Settings

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Operations

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Reports

Audit

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Casino Summary

-

Casino Summary

All

Today

Yesterday

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Month To Date

Month To Yesterday

Last Month

Year To Date

By Skin

By Affiliate

By Currency

Coupons

+

Customer Service

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Active Sessions

6

Sign Up Matches

0

Pending Withdrawals

9

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Real Money Casino Summary

11/11/2025 09:59:40

Admin

Casino: 25.11.0

Processor: 25.11.0

Current System Balances

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Casino:

\$49,876.39

MC: Bingo Account:

\$0.00

MC: Bingo Commission:

\$0.00

MC: Main Account:

\$0.00

MC: Poker Account:

\$0.00

Games

🔔

Show Games and Progressives

separately

▼

Locals	Games		Bets				House Net Win	
Expand Section	Total Games	% of Games	Total Bets	Ave Bet	% of Bets	Side Bet Jackpot	Net Win	Net Win %
ISoftBet	7,935	100.0%	20,383.54	\$0.58	100.0%	\$0.00	\$4,560.86	4.5%
Local Totals	7,935		20,383.54	\$0.58		\$0.00	\$4,560.86	4.5%

Software License Agreement

This Software License Agreement (the "**Agreement**") is made effective as of 15 March, 2025 (the "**Effective Date**"), by and between **ISB Services Limited.**, a company incorporated under the laws of Cyprus, under company number HE264183, the registered office of which is at 6 Ioanni Stylianou, Floor: 2nd, Flat: 202, Nicosia, 2003, Cyprus (the "**Licensor**"); and **Audeo N.V.**, a company registered under the laws of Curacao, under company number 127564, the registered office of which is at Heelsumstraat 51, Willemstad, Curacao (the "**Licensee**").

WHEREAS,

A. Licensor is the owner of the online casino games software, platform and applications as described in **Schedule A** attached hereto (the "**Software**"); and

B. Licensee desires to acquire a license to use such Software for its business, and Licensor is willing to grant Licensee such license, on the terms and subject to the conditions set forth in this Agreement and in **Schedule B** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as defined elsewhere in this Agreement, capitalized terms that are used in this Agreement are defined below:

- 1.1. "**CDN**" means a Global Content Delivery Network Service or content distribution network, which is a system of computers containing copies of data, placed at various points in a network so as to maximize bandwidth for access to the data from clients throughout the network. A client accesses a copy of the data near to the client, as opposed to all clients accessing the same central server, so as to avoid a bottleneck near that server.
- 1.2. "**Commercial Launch Date**" means the date upon which the Licensed Software is first made available to the public for real money wagering;
- 1.3. "**Confidential Information**" means any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates (the "**Disclosing Party**") or any of its customers, suppliers or providers which is not publicly available.
- 1.4. "**Derivative Work**" means a work that is based upon one or more pre-existing works and for material subject to trade secret or protection or confidentiality obligations: any new material relating to and derived from such existing trade secret material or Confidential Information.
- 1.5. "**Documentation**" means user manuals, documents, drawings and other written or electronic materials pertaining to the Licensed Software which were prepared and/or provided by Licensor.
- 1.6. "**End User**" means a customer who utilizes the Licensee's Online Gaming Platform and related services operated on the Licensee's Website, using the Licensed Software.
- 1.7. "**Excluded Territories**" means (i) any jurisdiction, country, state, province, region or other political subdivision in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of the Licensed Software is prohibited by law (including, without limitation, Afghanistan, Antigua and Barbuda, Belgium, Bulgaria, Cuba, Cyprus, Hong Kong, Iran, Iraq, Israel, Kahnawake, Libya, Macau,

Netherlands Antilles, Republic of Serbia, Romania, Singapore, Spain, Sudan, Syria, the Philippines, Turkey, the USA and its territories) (ii) the United Kingdom, unless the user(s) has a UK Gambling License; and (iii) any other jurisdictions or territories which may be added and designated as Excluded Territories by the Licensor (at Licensor's sole and absolute discretion) from time to time by written notice to the Licensee.

- 1.8. **"Game"** means the games listed on Schedule A.
- 1.9. **"Gaming Server"** means the server(s) belonging to and hosted by or on behalf of the Licensor, upon which the Licensed Software is installed to perform in accordance with this Agreement, which is linked via the internet to the Online Gaming Platform.
- 1.10. **"Gross Gaming Revenue" or "GGR"** means such sum as shall be calculated in any calendar month, in respect of all Casino Games as the aggregate of Casino Bets less Casino Winnings, where:
 - 1.10.1. **"Casino Bets"** means all sums wagered by End Users on the Casino Games in that month;
 - 1.10.2. **"Casino Winnings"** means all winnings by End Users participating in any of the Casino Games during that calendar month.
- 1.11. **"Intellectual Property Rights"** means all intellectual property rights related to the Licensed Software whether or not registered or capable of registration.
- 1.12. **"Licensed Software"** means the online gaming Software.
- 1.13. **"Licensee's Website"** means (a) the website/s operated and controlled by the Licensee at www.malibuclubcasino.io (the **"Website"**), and (b) any replacement or successor of such Website/s or additional website on which End Users can access Licensee's Online Gaming Platform and related services to be pre-approved by Licensor in writing.
- 1.14. **"Online Gaming Platform"** means the Licensee's internet gaming system and related services operated on the Website, connected to the Licensed Software pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.15. **"Platform"** means the platform used by Licensor and on which the Licensed Software is or can be run.
- 1.16. **"Platform Fees"** means the monthly fees payable by Licensee to Licensor in consideration for Licensee running Third Party Games on the Platform.
- 1.17. **"Specifications"** means the specifications of the Licensed Software set forth on Licensor's website.
- 1.18. **"Third Party Games"** means games other than Licensor's games which can be run on the Platform and which may: (i) from time to time be licensed to the Licensee directly by third parties; or (ii) be offered by Licensor to Licensee upon mutually agreed-to separate terms and conditions.

2. GRANT OF LICENSE

- 2.1. Subject to the terms and conditions of this Agreement Licensor grants to Licensee, and Licensee hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, worldwide (except for the Excluded Territories), royalty-bearing license (the **"License"**) to (i) use and operate the Licensed Software on the Licensee's Online Gaming Platform in connection with the operation of the Licensee's Website, (ii) to run Third Party Games; and (iii) to use and grant to an unlimited number of End Users the non-exclusive, limited and revocable sublicenses to the Licensed Software, for personal and non-transferable use through Licensee's Website, only while connected to the Online Gaming Platform (the **"Licensed Rights"**).

- 2.2. During the License Term, Licensors may provide Licensee with modifications or updates to the Licensed Software (the "**Licensors Modifications**") with reasonable notice. In the event that Licensors provides Licensee with Licensors Modifications, Licensee undertakes to promptly take and perform all actions required in order to successfully launch and support such Licensors Modifications, within no later than thirty (30) days following the delivery of the Licensors Modifications.
- 2.3. Subject to Licensors granting Licensee sixty (60) days' prior written notice, Licensors reserves the right at its sole discretion to suspend the provision of the Licensed Software (temporarily or permanently) in the event of the occurrence of (a "**Suspension Event**") the issuance by any competent authority of an order which compels Licensors to cease providing the Licensed Software to Licensee.

3. LICENSEE RIGHTS AND RESTRICTIONS

- 3.1. If the Licensee wishes to run Third Party Games made available on the Software (collectively referred to in this Section as the "**Third Party Games**") on the Platform it must specify the names of the Third Party Games and the name of the licensor of the Third Party Games to Licensors in writing. Licensors shall permit the Third Party Games to be run on the Platform provided that: (i) either Licensors or Licensee has executed a valid agreement with the Third Party Games provider allowing the use of such Third Party Games on the Platform and the provision of such Third Party Games to Licensee; (ii) all other necessary licenses and consents are in place; (iii) such Third Party Games do not contain any violent, obscene, racist or sexist material; and (iv) there is no legal hindrance to Licensors running such Third Party Games on the Platform.
- 3.2. Licensors reserves the right, at its sole discretion and at any time, to: (i) remove any Game from the Licensed Software; and (ii) prohibit the use of any Third Party Games from being run on the Platform. Where reasonably practicable, Licensors will notify the Licensee in writing prior to the effective date of the removal of a Game from the Licensed Software.
- 3.3. Licensee shall require Licensors's prior written consent prior to Licensee launching any advertising or marketing campaigns which relate to any Third Party Games.

4. RESERVATION OF RIGHTS

- 4.1. Other than the rights explicitly granted herein, Licensee shall have no other rights, express or implied, in the Licensed Software (or any other Intellectual Property Rights of the Licensors). Without derogating from or limiting the generality of the foregoing, Licensee shall not:
 - 4.1.1. Download or make any copies of the Licensed Software; or
 - 4.1.2. Exploit any Licensed Software's Derivative Works; or
 - 4.1.3. Include any hate literature or any other obscene or objectionable material on the Website.
- 4.2. Licensee hereby acknowledges and agrees that Licensors owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to (the Gaming Server and) the Licensed Software and any and all updates or upgrades thereof even if developed by Licensors based on ideas, suggestions, Specifications, demands or proposals by Licensee (or anyone on its behalf), End Users, or any other third party. Licensee hereby irrevocably and unconditionally assigns to Licensors, and shall procure an identical assignment from any and all End Users, all right, title, and interest it or its End Users may have or may acquire in and to all such rights and all the foregoing.

5. CONSIDERATION; REPORTS; AUDIT

- 5.1. In consideration of the Licensed Rights, Licensee shall timely pay Licensors the monthly

Software License Fees, as set forth in **Schedule B** attached hereto.

6. SUPPORT AND MAINTENANCE

- 6.1. Licensors shall provide Licensee with the following support and maintenance services: (i) E-mail support to Licensee 24x7: noc@isoftbet.com; (ii) online support; and (iii) online training and instruction in a manner and scope agreed by the Parties.

7. TERM AND TERMINATION

- 7.1. This Agreement shall have an initial term of thirty six (36) months from the Effective Date (the "**Initial Term**") and shall automatically renew for successive twelve (12) month periods, unless either party provides written notification to the other party at least ninety (90) days prior to the expiration of the Initial Term or any renewal thereof (the Initial Term and any renewal of this Agreement thereafter shall collectively be referred to as the "**License Term**").
- 7.2. Subject to Section 16.5 and **Schedule B**, this Agreement may be terminated with immediate effect: (a) by either Party, in the event the other Party has committed a breach of this Agreement, which has not been cured within fourteen (14) days following notice thereof by the non-breaching Party; (b) immediately upon notice by Licensor, in the event Licensee has used or attempted to use the Licensed Software in any manner or form that is illegal or accepted or attempted to accept players or wagers from any Excluded Territories; (c) by either party if the other party files a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, or go into liquidation or receivership or otherwise lose control over all or substantially all of its business; or (d) by mutual consent of the parties.
- 7.3. Upon the expiration or earlier termination of this Agreement for any or no reason Licensee shall immediately return to Licensor all copies of the Licensed Software, and the Documentation, in its possession or control.

8. INTELLECTUAL PROPERTY

- 8.1. All Intellectual Property Rights, title and interest in and to the Licensed Software, code and logic which describes and/or comprises the Licensed Software, the Licensor Modifications and the Documentation (collectively the "**Licensor IP Assets**") shall at all times remain the sole property of Licensor.

9. CONFIDENTIAL INFORMATION

- 9.1. Each party represents and warrants that it will: (i) hold Confidential Information in confidence and protect the Confidential Information; (ii) not make any use of the Confidential Information, save as provided for under this Agreement; (iii) restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants; (iv) return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or will destroy the same (as certified to the Disclosing Party) at the earlier of the (x) first written request of the Disclosing Party, or (y) the termination or expiration of this Agreement for any or no reason.
- 9.2. The confidentiality obligations of each party under this Agreement will not extend to any information that such party can demonstrate:

- (i) was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
- (ii) it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
- (iii) has been explicitly approved for release by prior written authorization of the Disclosing Party;
- (iv) has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 10.1. Each party represents and warrants to the other party that (i) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated, (ii) it has full power and authority to enter into and perform this Agreement, and (iii) this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, enforceable against it in accordance with its terms.
- 10.2. Licensee warrants, represents and undertakes to the Licensor all of the following:
 - 10.2.1. It has, or will have obtained prior to the Commercial Launch Date, and will maintain during the License Term any governmental or regulatory approvals and permits that are required or subsequently become required for its performance of this Agreement during the License Term.
 - 10.2.2. Licensee acknowledges and agrees that Licensor, from time to time, may update, modify and/or upgrade the Licensed Software and/or any part thereof. In such case, the rendering of access to the Licensed Software or any part thereof may be suspended by Licensor, and the Licensee shall have no claims and/or demands whatsoever with respect thereto.
 - 10.2.3. In the event that Licensor suspects fraud and/or money laundering activity, Licensor may suspend the provision of the Licensed Software pursuant to this Agreement and require Licensee to investigate. If Licensor shall, for any reason, be found liable in connection with the above fraud and/or money laundering activity, the Licensee shall promptly indemnify Licensor for all expenses, losses and liabilities incurred by it in connection with the foregoing.
 - 10.2.4. Licensee shall adopt and display on Licensee's Website terms of use which shall regulate relationship between the Licensee and each End User with respect to the Licensed Software (the "EULA"). The EULA shall contain provisions which exclude Licensor and its associates, affiliates, parent and subsidiary corporations from all liabilities related to the End Users' use of the Licensed Software.
 - 10.2.5. Licensee shall ensure that each End User complies with the warranties, representations and obligations set forth under this Agreement (as if it were the Licensee) and the Third Party Content Agreement, and shall remain responsible to Licensor for any breach of this Agreement and/or the Third Party Content Agreement by any End User, as if it were the breaching End User. The "**Third Party Content Agreement**" is the agreement between the provider of Third Party Games and the Licensee granting the Licensee the right to integrate the Third Party Games and applications on the Platform.

That all the information provided by the Licensee, as requested by the Licensor in the KYC Documentation Request submitted by it to the Licensee prior to and as a condition to entering into this Agreement, as attached hereto as **Schedule C**, is true and accurate and shall remain true and accurate throughout the License Term as described in Section 7 above.

- 10.2.6. That during the License Term, for each and every JackPot Casino Game which Licensee shall choose to utilize, Licensee shall be solely responsible and irrevocably undertakes to provide and deposit any and all JackPot Contribution.
- 10.2.7. That Licensee shall execute, or it represents and warrants that it has already executed, Third Party Content Agreements with the Third Party Content Providers and that such Third Party Content Agreements shall provide Licensor with the right to integrate the Third Party Games and applications onto the Platform via its application programming interfaces ("API").
- 10.2.8. Licensee undertakes to execute a Service Level Agreement for the Third Party Games: (i) with Licensor which shall state that Licensor shall only provide Licensee with support and maintenance services with respect to the integration and API's for such Third Party Games; and (ii) with the Third Party Content Providers which shall state that the Third Party Content Providers shall provide all other support and maintenance services with respect to the Third Party Games.
- 10.3. If the Licensed Software does not perform substantially in accordance with the Documentation (a "**Defect**") the sole remedy available to Licensee is to provide Licensor with a written notice specifying the details of the Defect, and require Licensor to make its best efforts to correct such Defect in the Licensed Software. In the event that despite Licensor's best efforts, such Defect is not fixed within ninety (90) days, and subject to the provisions of Section 10.4 not applying to such event, Licensee's sole remedy shall be to terminate this Agreement with immediate effect (following such ninety day period).
- 10.4. Licensor shall not be liable for any Defect to the extent it results from: (a) any use of the Licensed Software which is not in accordance with the Documentation and this Agreement; (b) any modification or installation of the Licensed Software not explicitly authorized in writing and in advance by the Licensor; or (c) any failure of electric power or environmental control systems, failure of hardware, software or other products or services not supplied by Licensor. In addition, Licensor shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control.
- 10.5. To Licensor's knowledge, the Licensed Software does not infringe the copyrights or trademarks of any third party. If a claim is being made against the Licensee that the Licensed Software infringes the rights of any third party, provided that Licensee has immediately notified Licensor in writing of such claim, Licensor shall, at its sole and absolute discretion, either: (i) procure for Licensee the right to continue using the Licensed Software, or (ii) modify the Licensed Software so that it is non-infringing, or procure a replacement product that has substantially the same functionality, or if the foregoing options are not reasonably practicably (iii) terminate this Agreement, provided that once Licensor shall perform any of the foregoing, Licensor shall have no further liability to the Licensee in connection with the foregoing.
- 10.6. The Licensed Software is provided on an "AS IS" basis, without any warranty of any kind. Further, save as set out in this Agreement, Licensor does not warrant results of use, that the Licensed Software is bug or error free or will be protected against viruses or any network intrusion or security breach, that the Licensed Software will function at all times, that the Licensed Software will not have or make errors, or that its use will be uninterrupted.

11. TRADEMARKS, SERVICE MARKS AND TRADE NAMES

- 11.1. Licensor grants to Licensee the worldwide, limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use Licensor's trade names, service marks and any trademarks of which Licensor is the registered owner or which Licensor may obtain in the future (the

"Licensor Trademarks") only as they are incorporated into the Licensed Software, only during the License Term, not in any Excluded Territories, and solely in connection with and in accordance with this Agreement.

- 11.2. In order to comply with all of Licensor's quality control standards, Licensee will: (i) at all times use the Licensor Trademarks solely in compliance with all relevant laws, rules and regulations, and (ii) not modify any of the Licensor Trademarks in any way or form whatsoever and not use any of the Licensor Trademarks on or in connection with any goods or services other than as specifically set forth in this Agreement.

12. LIMITATION OF LIABILITY

- 12.1. IN NO EVENT WILL EITHER PARTY OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, INCLUDING ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR CONSULTANTS, BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE LICENSED SOFTWARE OR THIS AGREEMENT OR OTHER MATERIAL WHETHER IN AN ACTION IN CONTRACT OR TORT WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IF LICENSOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT ARE PREVENTED OR DELAYED BY ANY ACT OR OMISSION OF LICENSEE, THE SUB-LICENSEES, THE END USERS, THEIR AFFILIATES, AGENTS, SUBCONTRACTORS, CONSULTANTS OR EMPLOYEES, AND OR FAILURE OF LICENSEE'S EQUIPMENT OR SERVICES, THEN LICENSOR WILL NOT BE LIABLE FOR ANY COSTS, CHARGES OR LOSSES SUSTAINED OR INCURRED BY THE AFOREMENTIONED ENTITIES THAT ARISE FROM SUCH PREVENTION OR DELAY.
- 12.3. WITHOUT DEROGATING FROM THE FOREGOING, AND SUBJECT TO SECTION 12.1, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY, OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION, FOR ANY AND ALL LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, SHALL IN NO CIRCUMSTANCE EXCEED THE MAXIMUM OF THE LICENSE FEES ACTUALLY RECEIVED BY LICENSOR FROM THE LICENSEE UNDER THIS AGREEMENT DURING THE FOUR (4) MONTHS PRIOR TO THE EVENT RAISING THE LIABILITY (THE "**LIMIT OF LIABILITY**").
- 12.4. SECTION 12.3 SHALL NOT APPLY WITH RESPECT TO ANY AND ALL LIABILITY OF LICENSEE ARISING IN CONNECTION WITH: (I) ALLEGED OR ACTUAL INFRINGEMENT OF LICENSOR IP ASSETS; (II) LICENSEE'S BREACH OF SECTION 5 OR **SCHEDULE B**.

13. INDEMNIFICATION

- 13.1. Licensee shall, upon Licensor's first request, indemnify and hold harmless Licensor and each of its respective successors, assigns, and its associates, affiliates, parent or subsidiary corporations, including each of their respective shareholders, officers, directors, employees, owners and affiliates (all of the foregoing "**Indemnified Party**") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "**Claim**") against any Indemnified Party as a result of or in connection with Licensee's breach of this Agreement, or arising out of claims brought by Licensee's End Users of or visitors to the Licensee's Website or any third party or the Third Party Content Provider, and/or brought under any law and will hold Indemnified Party harmless from any damages (including all reasonable legal and attorney fees and related costs) related to or resulting from such Claim. Licensee's obligations under this Section 13.1 shall be subject to the respective Limits of

Liability, as applicable, save for Claims arising in connection with: (i) alleged or actual infringement of Licensor IP Assets; and (ii) a breach of Section 5 or **Schedule B** which shall remain uncapped.

- 13.2. Licensor shall, upon Licensee's first request, indemnify and hold harmless Licensee and each of its respective successors, assigns, and its associates, affiliates, parent or subsidiary corporations, including each of their respective shareholders, officers, directors, employees, owners and affiliates (all of the foregoing "**Indemnified Party**") from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever (all of the foregoing a "**Claim**") against any Indemnified Party arising out of claims: (i) that the Licensed Software infringes any intellectual property right of any third party; or (ii) Licensor's breach of its obligations, representations or warranties of this Agreement. Licensor's obligations under this Section 13.2 shall be subject to the respective Limits of Liability as applicable.
- 13.3. Nothing in this Section 13 shall be deemed to limit Indemnified Party's right to pursue any other remedy it may have in connection hereof, either in contract, law and/or equity.

14. ANNOUNCEMENTS

Neither Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other Party.

15. PROMOTION AND MARKETING

Licensee undertakes to advertise and promote the Licensed Software on its Website.

16. MISCELLANEOUS

- 16.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matters hereof.
- 16.2. Relationship of Parties. This Agreement does not create any relationship of agency, partnership, joint venture, or employment between the parties. Licensee and Licensor enter into this Agreement as independent contractors.
- 16.3. Rights of Third Parties. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 16.4. Amendments; No Waivers. This Agreement and any provision therein may be amended solely by a written instrument signed by both parties hereto. No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16.5. Survival. The provisions of Sections 4, 5.2, 5.3, 5.4, 7.3, 8, 9, 10.4, 12, 13, 16.3, 16.5, 16.9, 16.10 and 16.12 to this Agreement shall continue in full force and effect and shall survive the termination or expiration of this Agreement for any or no reason.
- 16.6. Expenses. Each party shall bear its own respective costs and expenses related to this Agreement.
- 16.7. Data Protection. Licensee hereby undertakes to comply with any applicable Data Protection and privacy requirements insofar as the same relates to the provisions of this Agreement.
- 16.8. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement may not be

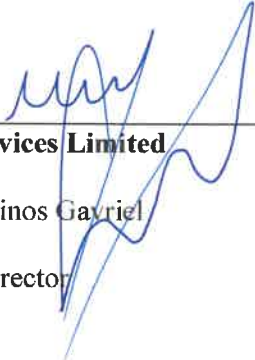
assigned by the Licensee without Licensor's express prior written approval, and any such attempted assignment will be void and of no effect.

- 16.9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with English law. The parties hereto irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement. The parties hereto irrevocably waive any claim that any proceedings in the English courts under this Section 16.9 have been brought in an inappropriate forum.
- 16.10. Severability. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 16.11. Captions. The captions herein are included for convenience of reference only and are to be ignored in the construction and interpretation of this Agreement.
- 16.12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given upon actual delivery if and when delivered personally or by a commercial delivery service, or ten (10) days after being mailed by registered or certified mail (return receipt requested) or one (1) business day after being sent via facsimile or by e-mail (with confirmation of receipt) at the addresses first set forth above, or at such other address of a party as shall be specified by such party in a written notice delivered by such party to the other party in accordance with this Section 16.12.
- 16.13. Counterparts. This Agreement may be executed at one or more times and in any number of counterparts.

[Signature page follows]

[Signature page for Software License Agreement]

IN WITNESS WHEREOF, the parties hereto have set their hands, and executed this Agreement by their duly authorized officers, as of the Effective Date.



ISB Services Limited

By: Marinos Gavriel

Title: Director

Audeo N.V.

By: Warren Mundy

Title: Owner

Schedule A

SOFTWARE DESCRIPTION AND SPECIFICATIONS

The Software shall be provided with English and Chinese language. The Software shall consist of the following Games, which are all available on Licensee's website and any other games which Licensor may make available from time to time.

A. Casino Standard Games

The Software will feature a list of games designated as “**Casino Standard Games**” on the Licensor's website or such replacement or other games designated by Licensor from time to time.

B. Jackpot Casino Games

Jackpot Casino Games, which consist of games specified as a standalone progressive jackpot games on a list located on Licensor's website, together with such other jackpot casino games as Licensor may from time to time make available to the Licensee.

C. Third-Party Games

Third Party Games which consist of games specified as games of third-party providers, together with such other third-party games as Licensor may from time to time make available to the Licensee.

Schedule B

SOFTWARE LICENSE FEES AND ADDITIONAL COSTS

A. License Fees

The License Fees shall be payable by Licensee to Licensors as follows:

1. Software License Fees

- 1.1. Commencing on the Commercial Launch Date of the Licensed Software on the Licensee's Website and thereafter, Licensee shall pay each month the following Software License Fees to Licensors, calculated as a percentage of the monthly GGR generated by Licensee from the use of the Licensed Software, as follows:
 - Seven percent (7%), plus any applicable Value Added Tax (VAT), of the monthly GGR generated by Licensee from the Casino Standard Games and Jackpot Casino Games.
- 1.2. There will be no negative loss carryovers from month to month.
- 1.3. To avoid any ambiguity, the applicable percentage shall be calculated monthly from the GGR generated by the Licensee as set forth exclusively by the reports provided by the Licensors.

2. Monthly Maintenance Fee

- 2.1. Licensors will provide and maintain all relevant technical means to ensure smooth and uninterrupted services including servers and CDN solution.
- 2.2. It is agreed by the Parties that commencing on the sixth (6th) month from Commercial Launch Date, Licensee will pay a Monthly Maintenance Fee of five hundred EURO (€500) per month, plus any applicable Value Added Tax (VAT) and such Monthly Maintenance Fee will be deducted from the monthly Software License Fees

3. Minimum Market Rate

- 3.1. Licensee shall not offer the Games below the market rate of ten percent (10%) for Casino Standard Games ("**Market Rate**").
- 3.2. In the event Licensee wants to offer the Games below Market Rates, it may do so if the Parties mutually agree in writing.

4. Advance Fees

- 4.1. One-time nonrefundable advance fee (the "Advance Fee") of EURO Five Thousand (€5,000), plus any applicable Value Added Tax (VAT), if applicable. Licensee shall pay the Advance Fee in full within seven (7) days following the Effective Date.
- 4.2. The Advance Fee will be deducted against the Software License Fee due from the Licensee.

5. Platform Provider Fees

In the event that Licensors grants a License to Licensee to use the Platform and provided that Licensee goes live with the Third Party Games via the Platform, commencing on the Commercial Launch Date of the Third Party Games, Licensee shall pay Licensors one and a half percent (1.5%) of the monthly GGR earned by the Third Party Games ("**Platform Provider Fee**").

B. Payment Terms

Licensors shall invoice Licensee the License Fees and any Additional Costs on a monthly basis within five (5) days of the end of each calendar month. Licensee shall pay to Licensors each invoice within no more than twentyone (21) days following the end of the calendar month for which such invoice was issued. All payments under this Agreement shall be made in Euros. Should Licensee fail to make any payment in full on the due date pursuant to this Agreement, then, without limiting any of Licensors's other rights and remedies in such event, the amount due shall carry interest at the rate of three percent (3%) per annum above the base rate of Barclays Bank Plc from time to time, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly. If the Licensors makes

any effort to collect payments due under this Agreement, the Licensee shall be liable for all costs and expenses in connection with such collection efforts, including all legal fees.

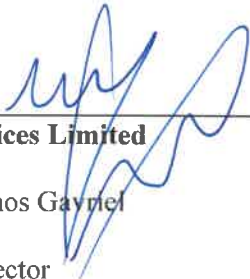
The Software License Fees due to Licenser exclude all taxes (including Value Added Tax, where applicable), charges, duties, fees, excises and/or tariffs (the “**Taxes**”) and all Taxes shall be paid solely by the Licensee to the extent they shall apply at the rate prevailing at the same time as paying the Software License Fees.

If any deduction or withholding is required by law, Licensee shall pay Licenser such sum as will, after the deduction or withholding has been made, leave Licenser with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. If Licensee is required by law to make a deduction or withholding, Licensee shall, within five (5) business days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.

C. Reports

Within five days of the end of each calendar month, Licenser shall provide Licensee with-or, if applicable, procure the provision to Licensee of- a report with respect to the immediately preceding calendar month, specifying the following:

- The total revenues, winnings paid to End Users, and the GGRs pertaining to and generated from Licensee’s Online Gaming Platform by means of the Licensed Software; and
- A calculation of the Software License Fees in respect of the immediately preceding calendar month.



ISB Services Limited

By: Marinos Gaynel

Title: Director

Date: 15 March 2025



Audeo NV

By: Warren Mundy

Title: Owner

Date: 15 March 2025

AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT

This amendment, made and entered into on, 21.03.2025 (the “**Amendment Effective Date**” and the “**Amendment**” respectively), by and among **RS Reevo Services Limited** (*F.K.A ISB Services Limited*), a company incorporated under the laws of Cyprus, under company number HE264183, the registered office of which is at 53 Kosta Varnali, Latsia, Nicosia, 2232, Cyprus (the “**Licensor**”); and **Audeo N.V.**, a company registered under the laws of Curacao under company number 127564, the registered office of which is at Boogstraat 18, The Green House, Curacao (“**Licensee**”). The Licensor and Licensee are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Licensee and the Licensor, under the previous company name “*ISB Services Limited*”, entered into the Software License Agreement effective as of date of March 3, 2020 (the Software License Agreement including annexes attached thereto, shall hereinafter be referred to as the “**Agreement**”); and

WHEREAS, On August 18, 2022 “*ISB Services Limited*” changed the company name to “*RS Reevo Services Limited*”. In view thereof, Licensor wishes to change certain technical sections in the Agreement to effectively remove any mention of the Licensor's previous name from the Agreement; and

WHEREAS, The Parties wish to enter into this Amendment in order to, as of the Amendment Effective Date remove any mention of the terms “*ISB*” and “*iSoftBet*” so that any such references, shall be either removed hereinafter or, if applicable, amended to refer to ISB's new name and brand, “*Reevo*”.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the Parties hereby declare and agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. Amendments.

2.1. Any reference to “*ISB Services Limited*” in the Agreement is hereby being replaced with “*RS Reevo Services Limited*” and any reference to the terms “*ISB*” or “*iSoftBet*” in the Agreement, is hereby being replaced with the term “*Reevo*”.

2.2. Section 6 (*Support and Maintenance*), is hereby being deleted in its entirety and shall be replaced with the following wording:

“6.1. Licensor shall provide Licensee with the following support and maintenance services:

(i) E-mail support to Licensee 24x7: noc@reevotech.com; (ii) online support; and (iii) online training and instruction in a manner and scope agreed by the Parties.”.

3. General.

4.1. Other than as expressly otherwise provided in this Amendment, all terms, conditions and provisions of the Agreement shall remain in full force and effect, and shall fully apply to the Licensor and the Licensee respectively, pursuant to this Amendment.

4.2. This Amendment shall be deemed effective as of the Amendment Effective Date.

- 4.3. For the avoidance of doubt, this Amendment shall be incorporated into the Agreement, and it shall constitute an integral part thereof. This Amendment together with the Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes any prior drafts, amendments, agreements, undertakings, representations, warranties and arrangements of any nature and may not be modified except by an instrument in writing signed by the duly authorised representatives of the respective Parties.
- 4.4. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[Signature Page on Following Page]

[Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the Amendment Effective Date.



RS Reevo Services Limited

By: Marianthi Tanti

Position: Director

Audeo N.V.

By: _____

Position: _____