

Software License Agreement # 1282366/1

FOR PROVISION OF ACCESS TO ONLINE CASINO GAMES FOR THE PURPOSE OF
DISTRIBUTION

THIS AGREEMENT made effective as of 01.07.2025 (the "Agreement")

BETWEEN:

Special Consolidator B.V.
Korporaalweg 10, Curaçao
Reg number 168176
(hereinafter the "Provider")

-AND-

TechWave B.V
Emancipatie Boulevard Dominico F. "Don" Martina 31, Curaçao.
Reg number 165594
(hereinafter the "Licensee")

(both hereinafter jointly referred to as the "Parties" and each of them as a "Party")

The Parties to the Agreement hereby premise the following:

Provider assumes responsibility for the delivery of online real-money casino games, further referred to as **"Games"**, and a functional API with its Documentation for integration of the Games. Conversely, the Licensee is responsible for integrating the Games into Licensee's existing Platform and for issuing associated payments for use of the Games.

The Provider is the owner of the API and its proprietary game and has obtained the right to provide casino games developed by various third parties (further referred to as **"Game Vendors"**) with which the Provider has signed license agreements.

The Licensee is a company that operates a gaming software platform, offers e-gaming services and has sought the Provider's approval for the use of the Games.

The Parties hereby agree on the following terms and conditions:

1. Granting of License

The Provider hereby provides the Games to the Licensee and grants a restricted, non-exclusive, non-transferable, limited License to use on Licensee's Gaming Website or Websites listed in **Appendix A**.

The Licensee undertakes to use the Games for offering its clients Internet gaming services and activities and related services only.

The Licensee is restricted to use the Games only in connection with the present Agreement. The License is limited to the Games described in **Appendix B**.

2. Term and Termination

2.1 The Terms of the License shall be as follows:

a) This Agreement is effective upon the date of signature by duly authorized representatives of both Parties. The effective duration period of the Software License is limited to one (1) year ("Original

License Period"). The Software License is effective from the date of signing of this Agreement.

b) An extension of the Term of the License is automatic ("Extended License Period") unless canceled by one of the Parties in writing. Such an Extended License Period ends one (1) year after the expiration of the Original License Period. Extensions to the Term of the License can take place as many times as the Parties deem practicable.

c) This Agreement terminates upon expiration of the Original License Period or expiration of the Extended License Period, should an extension be canceled in writing.

d) Either Party may terminate this Agreement before expiration of the Original License Period respectively the Extended License Period by giving three (3) months prior notice duly served upon the other Party.

e) For the avoidance of doubt, fees and any payments due in terms of this Agreement shall continue to be due for as long as the Agreement is effective.

2.2 The Provider may terminate this Agreement at any time by giving written notice to the Licensee in case:

a) Licensee ceases to hold the applicable gaming licenses and permits, or acts in breach of any applicable gaming, gambling, and betting laws as laid out in Sections 8.3 to 8.5 – subject to immediate termination;

b) Licensee fails to effectively apply the list of Excluded Territories for the Games as laid out in Section 4.10, and such failure has been discovered by Provider or brought to Provider's attention – subject to immediate termination;

c) Licensee permanently discontinues the use of the Games;

d) Licensee has not commenced to promote the Games on its Gaming Website(s) or to its Sub-licensees within six (6) months following the Effective Date;

e) Licensee commits any other serious breach of this Agreement and, in the case of a breach capable of being remedied, has failed to remedy the breach within fourteen (14) calendar days after the receipt of a written request from the Provider to do so. Whether a breach is capable of being remedied is within the Provider's sole discretion. In case the Provider considers a breach as one capable of being remedied and sends a request in this regard to the Licensee, such notice must contain a warning of the Provider's intention to terminate this Agreement should the breach not be remedied within a reasonable time.

2.3 The Provider reserves the right to terminate the Agreement if the Licensee is in the delay of making the payments stipulated in Section 5 and such delay exceeds ten (10) business days. In such, case the Provider undertakes to give the Licensee ten (10) business days prior written notice of termination.

2.4 Termination of this Agreement for any reason whatsoever shall not affect either Party's accrued rights or liabilities, nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force after the termination of this Agreement.

2.5 Early Termination Penalty. In the event, the Licensee desires to terminate the agreement before the date of the termination in case of transferring the games to another provider, The Licensee shall be entitled to terminate such agreement only upon (a) written notice to the Provider of its intent to so terminate and (b) payment in full to Provider in an amount equal to the average monthly amount of the total of all remaining monthly payments due and payable to the Provider before the date of Original License period or Extended License Period.

3. Support Services and Availability of Games

3.1 Provider shall supply Support Services to the Licensee as laid out in **Appendix C** for no additional

cost for the whole period of the Agreement. Provider shall make available professional employees to provide assistance to the Licensee in regards to Documentation and integration workflow, and in order to perform acceptance testing of the integration.

3.2 The Provider shall act as an intermediary between the Licensee and Game Vendors and shall attempt to raise or resolve any issues related to any of the Games as soon as possible. However, the Provider is not directly responsible for the quality, operation, and technical support pertaining to the games from third-party Game Vendors.

3.3 The Provider and Game Vendors shall exercise their best efforts to keep the Games available twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages, and other circumstances beyond Provider's control. The Parties acknowledge that, since the Internet is neither owned nor controlled by any entity, the Provider makes no guarantee that any given user will have access to the Games at any given time without interruptions. The Provider or Game Vendors shall not be liable to the Licensee for any unavailability of the Games if any connection problems are caused by a third party and not by action or omission to act of the Provider or Game Vendors. The Licensee in turn is responsible for establishing adequate procedures on its side in order to keep the Games available to Licensee's End Users.

3.4 Provider and Game Vendors may at any time, without notifying the Licensee, make changes to their Games which are technically necessary and which do not affect the general nature or quality of the Games.

3.5 Provider and Game Vendors may add new and discontinue existing Games at their discretion, but this will be communicated in good time to the Licensee.

3.6 Licensee understands that not all Game Vendors will have the ability to make their Games available to End Users immediately after the integration is completed by Licensee (for technical reasons or in relation to Clause 4.7).

Licensee acknowledges that the unavailability of certain Game Vendors immediately after the integration does not constitute a breach of the Agreement. However, the Provider shall use its best efforts to ensure that all Games are sourced to Licensee without unreasonable delay.

3.7 Licensee understands that not all currencies may be supported for gameplay by Game Vendors, and Licensee acknowledges that lack of support of certain currencies on a Game Vendor's side does not constitute a breach of the Agreement.

4. Licensee's Obligations

4.1 Subject to Provider rendering Support Services as required by Clause 3.1, within forty-five (45) business days following the Effective Date, the Licensee shall integrate the Games into the Licensee's gaming platform pursuant to the API and Documentation provided under this Agreement.

Integration of the Games shall, at all times, remain the responsibility of the Licensee, and the Provider shall be under no obligation to provide such services and shall have no liability to the Licensee in respect of the Licensee's integration activities.

4.2 After the integration has been completed, Licensee shall provide written notice thereof to the Provider, after which the Provider shall promptly complete its quality testing of the integration. Licensee, in turn, shall use commercially reasonable efforts to have the Games tested within the Licensee's gaming platform in production mode.

Notwithstanding anything to the contrary, until the Provider issues a written notice of approval to the Licensee, the Licensee shall not "go live" with the Games or permit any Player to access any of the Games.

4.3 For the meaning of this Agreement and clauses 4.11 and Appendix B "Go live" means the date of

completion of all integration and the launch of the games available under this Agreement.

4.4 The Licensee obligates within 60 calendar days from the completion of the integration "go live" from the Licensee's available domains with the Provider's activated games stipulated in Appendix B of this Agreement. In case after 60 calendar days from completed integration, not all Games/ Game Vendors mentioned in Appendix B can be enabled, the Licensee should "go live" with the already available list.

4.5 Licensee acknowledges Provider's right to update the API and Documentation and agrees to comply with updated APIs. The Provider shall notify the Licensee well in advance of any upcoming API changes.

4.6 Licensee agrees to add without undue delay all new Games as may be provided by Game Vendors or Provider through periodic new game releases, provided that such new games may be supported by the Licensee's gaming platform.

4.7 Licensee shall be obliged to indicate in all its Gaming Websites that the games are provided by respective Game Vendors in the formula that shall be agreeable to the Provider.

4.8 It is understood that the Licensee or its Sub-licensees shall provide to Players all of the following but not limited: payment processing and wallet functions, first-line support, fraud screening, and control, etc. and in general ensure that Players have a successful experience.

4.9 Provision of some Games is subject to written approval from certain Game Vendors (in particular but not limited to NetEnt and iSoftBet), which requires due diligence checks. In case such Game Vendor acting reasonably requires due diligence on the Licensee, the Licensee shall present to the Provider complete **Know Your Customer Documentation ("KYC Documentation")** requested. Such KYC Documentation may include without limitation details regarding the Ultimate Beneficial Owner (UBO), source of funds of the UBO, details of directors and authorized signatories, corporate organizational structure, Anti-Money Laundering and Combating the Financing of Terrorism policies specifying the processes adopted to identify its Players and accounts. In the event that either KYC Documentation is not provided within the stipulated time or such documentation is not to the reasonable satisfaction of the Game Vendor in question, access to respective Games may be denied.

4.10 Each Game Vendor has a list of territories where access to the Games must at all times be blocked ("Excluded Territories"). Information on Excluded Territories will be communicated to the Licensee well in advance but may be updated from time to time.

The Licensee or its Sub-licensees shall not display or offer the Games on its Gaming Websites to visitors from Excluded Territories, strictly in accordance with the requirements of Game Vendors. To do this, the Licensee undertakes to utilize best-in-class commercially available geolocation methods to identify the location of Players in real time.

Failing to comply with this Section 4.10 may result in the suspension of certain Game Vendor's games or termination of the Agreement with immediate effect.

4.11 Additionally, Licensee shall at all times, when marketing the Games to its Players, adhere to Marketing Rules set out in Appendix D. The Licensee shall also ensure that its Sub-licensees, marketing partners, and agents understand and adhere to the Marketing Rules. Failing to do so may result in permanent suspension of Games from a certain Game Vendor or termination of this Agreement.

4.12 In case if Licensee plans to provide games integrated via the Provider through the domains which are not specified in Appendix A of this agreement the Licensee has obligation to notify the Provider within 5 days prior to adding the new domain.

4.13 The Provider has the right to disable the games of the Game Vendor(s) which were posted by the Licensee on unknown Websites from all domains including domains stipulated in Appendix A if:

- a) The domains were not specified in Appendix A;
- b) The Provider didn't receive the notification according to clause 4.12 of this Agreement.

5. Fees Payable under the Agreement

5.1 Licensee undertakes to pay to the Provider a Non-transferable Non-refundable **Setup Fee** for the provision of the Games in the amount specified in **Appendix B**.

The Setup Fee is due upon receipt of the invoice issued by the Provider after signing the Agreement, and is payable within five (5) business days following the issuance date of the invoice.

5.2 Licensee undertakes to pay to the Provider a Non-transferable Non-refundable Deductible **Upfront Fee** in the amount specified in **Appendix B**. This Upfront Fee amount shall fully count towards future monthly commission fee payments under this Agreement.

The Upfront Deposit is due upon receipt of the invoice issued by the Provider after signing the Agreement, and is payable within five (5) business days following the issuance date of the invoice.

5.3 The Licensee undertakes to pay to the Provider a **monthly fee ("Monthly Commission Fee")** from the Gross Gaming Revenue generated by the use of the Games. Such fees are specified in **Appendix B**.

Unless stated otherwise in Appendix B, **Gross Gaming Revenue ("GGR")** for a calendar month shall mean the total amount of wagers placed by all players while playing a particular Game Vendor's games, less the total amount of winnings returned as a result of those wagers.

Notwithstanding the above, there is a **minimum Monthly Commission Fee** that is invoiced from Licensee following each month. This minimum fee is also specified in Appendix B.

The Monthly Commission Fee is due upon receipt issued to the Licensee by the Provider for a previous calendar month and is payable no later than the 20th day of the month following the previous calendar month.

If the Provider issues an invoice later than the 20th of the month following the reporting month, the Licensee undertakes to pay the invoice no later than 5 business days following the issuance date of the invoice.

In case of delay of the payment, the Licensee undertakes to pay a penalty in the amount of 1 (one) % of the amount to be paid per day.

5.4 All fee amounts, and in particular monthly License Fees and Fees to Game Providers, are calculated and invoiced in Euro. In case Licensee receives revenue in other currencies, including cryptocurrencies, monthly revenue amounts and fees for the previous month shall be converted to Euro and fixed according to exchange rates effective as of 00:00 UTC on the 1st day of the current month. Exchange rate information shall be taken from XE.com.

5.5 Payment of the fees due from either Party shall be made by a wire transfer in Euro to the other Party's banking account against an invoice unless otherwise was expressly agreed by the Parties.

5.6 The fees agreed to in this Agreement are exclusive of any banking or payment service fees, as well as Value Added Tax, all of which, if applicable, shall be borne by the Licensee.

5.7 The Parties agree about the possibility of a review of fees listed in Appendix B upon mutual agreement.

5.8 In case of critical fluctuation of exchange rates during the invoiced month, the Provider has a right to change the conversion method for this period without a prior notice.

6. Copying and Alternation

6.1 The Licensee is prohibited from making copies of the Games, whether in part or in whole, and for any reason whatsoever. Solely Provider or Game Vendors are at all times permitted to modify their respective Games. The Licensee is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering of Games, its components, applications or derivatives.

6.2 Notwithstanding the above, Provider undertakes to supply the Licensee with information or data that may be reasonably required by Licensee's regulating gaming authority and that is related to the Games, and the Provider shall undertake efforts to provide this information as soon as possible.

7. Intellectual Property Rights

7.1 Without prejudice to the License of use granted to the Licensee under this Agreement, the Parties declare and agree that the Game Vendors are and shall remain the sole and exclusive owners of their Games, and shall retain full Intellectual Property Rights over the Games.

7.2 Licensee undertakes to immediately notify the Provider upon the Licensee becoming aware of any unauthorized use of the whole or any part of the Games, API, or Documentation, or of any infringements or suspected infringement of copyrights, trademarks or other Intellectual Property Rights in relation to any of the Games, API or Documentation.

8. Warranties

8.1 The Provider warrants that the API provided to Licensee under the Agreement is sufficient for the Licensee to perform integration of the Games. The Provider also warrants it will use its commercially reasonable endeavors to ensure the Games operate substantially in accordance with this Agreement.

8.2 To the extent permitted by applicable law, the Provider

- a) disclaims all other warranties with respect to the Games, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose, or ability to achieve a particular result; and
- b) makes no warranty that the Games are free of errors or that its use will be uninterrupted at all times and the Licensee acknowledges and agrees that the existence of such errors does not constitute a breach of this Agreement.

8.3 Licensee shall take all necessary measures in regard to its products and services to be at all times used solely in compliance with all applicable laws, rules and regulations (in particular all gaming, gambling and betting laws), in particular as regards the provision of the Licensee's services to End Users. Licensee represents and warrants to the Provider that the execution, delivery and performance by the Licensee of this Agreement in connection with providing gaming services will not violate or result in a breach of or constitute a default under any law to which the Licensee is subject to.

8.4 Licensee warrants that it holds the required regulatory, administrative and all other approvals, including gaming, gambling and betting licenses, permits and trade licenses, for the purposes of offering the intended Games in the jurisdictions where the Licensee offers such services to End Users, and that such licenses and permits are in good standing.

8.5 Licensee represents and warrants that it shall at all times comply with the requirements of the Anti-Money Laundering Directive of the European Union and any legislation that shall succeed such legislation from time to time ("AML Legislation"). In particular, Licensee shall perform adequate KYC checks on Players as may be required by the AML Legislation.

8.6 Licensee warrants that it shall at all times undertake all necessary measures in order not to offer

the Games on respective Excluded Territories, and that it shall ensure that its Sub-licensees do not offer the Games on respective Excluded Territories.

8.7 Licensee shall be liable to indemnify and hold the Provider harmless from and against all liabilities, costs, damages, claims and expenses directly or indirectly resulting from any non-compliance with any such applicable laws, rules and regulations as laid out in Sections 8.3 to 8.6 herein.

9. Confidential Information

9.1 Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials concerning the other Party's business, plans, trade and business secrets, know-how, customers, user data, product architecture, data structures, algorithms, codes and products that are confidential and/or general information of technical or business nature or otherwise relating to the business or affairs of a Party that are of substantial value to such Party (hereinafter referred to as "Confidential Information"), which value would be impaired if such Confidential Information is disclosed to third parties.

9.2 Each Party will at all times treat as confidential in the same way that either Party protects its own information of a similar nature, and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as the Confidential Information of the disclosing Party, but in no circumstances failing to meet the standard due diligence and prudence to protect the said Confidential Information. Each Party will not at any time (and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use the Confidential Information other than strictly for the purposes of this Agreement except with the written permission of the disclosing Party.

9.3 Each Party to this Agreement shall promptly notify the disclosing Party if it becomes aware of any breach of confidence and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against any person for breach of confidence.

9.4 Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that: (i) is or subsequently becomes public domain through no fault of the recipient Party; (ii) is already known to the recipient Party at the time of its disclosure; (iii) is rightfully received by the recipient Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the recipient Party.

9.5 The recipient Party may disclose the Confidential Information in accordance with a mandatory judicial or other governmental order, provided that the recipient Party shall give the disclosing Party reasonable notice prior to such disclosure and, if possible, reasonable opportunity to obtain a protective order or the equivalent.

9.6 The recipient Party shall return to the disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information or shall destroy such information and copies on the written request of the disclosing Party or upon termination of this Agreement. The returning of materials shall not relieve the receiving Party from compliance with other terms and conditions of this Agreement.

9.7 The obligations of this Section 9 remain in full force and effect notwithstanding any termination of the License or this Agreement.

10. Data Protection

The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

11. Assignment

11.1 The Licensee is expressly prohibited from transferring, assigning or in any manner give to third parties any rights, licenses, or obligations which it has undertaken in this Agreement.

11.2 If at any time during the Term of this Agreement, the ownership or control of the shares in the Licensee should change from the now current ownership or control, or any rearrangement in the shareholding of the Licensee between its current shareholders, or any transmission of shares 'causa mortis' should take place, the Licensee shall give the Provider a written notification within three (3) months after this event and submit to the Provider contact information of the new shareholders or other details reasonably requested by the Provider. If the Licensee fails to give a prior notification or submit the requested information on the new shareholders, the Provider reserves the right to consider such transfer to be a breach of the Agreement and terminate the Agreement.

12. Force Majeure

12.1 Notwithstanding any provisions of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of circumstances beyond the reasonable control of the relevant Party including, without limitation, inability or delay caused through, fire, flood, riot, war, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an associated company to that Party), lightning, explosion, civil commotion, malicious damage, storm, tempest, act of government or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible, and any other circumstances beyond the reasonable control of the relevant Party.

12.2 If any one of the events mentioned above impact either Party's abilities to fulfill obligations defined by this Agreement within its Term, Games delivery timing and/or period of warrantee will be extended by the period of the event(s).

12.3 If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within three (3) business days in writing as to commencement, duration and conclusion of the above-mentioned circumstances.

12.4 If either Party fails to issue the notice pursuant to Section 12.3 herein or delays its issuance beyond the timeframe defined in Section 12.3, it loses the right to utilize any of the circumstances/events listed in Section 12.1

13. Notices

1. With the exception of Purchase Orders, 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 authorized 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.

2.

Provider

Contact Details

- Company Name: Special Consolidator B.V.
- Address: Korporaalweg 10, Curaçao
- Company Registration Number: 168176

Licensee

Contact Details

- Company Name: TechWave B.V.,
- Address: Emancipatie Boulevard Dominico F. "Don" Martina 31, Curaçao.
- Company Registration Number: 165594
- Phone:
- Email:

14. General Provisions

14.1 Appendices

The provisions included in Appendices attached to this Agreement shall be deemed to form an inherent part of this Agreement and are to be read in conjunction with this Agreement and are binding upon the Parties.

14.2 Severance

If any provision of the Agreement is prohibited by law or declared unlawful, void, null or unenforceable by a court, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This shall have no effect on other provisions of the Agreement which shall remain valid and in force and shall be carried out as nearly as possible according to the original terms and intent.

14.3 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Curaçao law. The Parties shall first of all seek to resolve any disputes that may arise in relation to this Agreement amicably and in good faith. If this does not succeed the dispute shall be resolved by the matter being put before a person who has experience in the field of intellectual property rights and who is jointly appointed by the Parties to act as arbitrator in the matter.

The Provider retains the right to sue for the recovery of fees due in terms of this Agreement in any jurisdiction in which the Licensee is operating or has assets.

The Provider retains the rights to sue for breach of its intellectual property rights and other proprietary information, whether related to this Agreement or otherwise, in any jurisdiction where it has reason to believe that an infringement or breach of this Agreement in relation to its Intellectual Property Rights might be taking place.

The Licensee recognizes that a breach or a threatened breach of the Provider's Intellectual Property Rights will cause the Provider irreparable damage and consequently that in this event the Provider is entitled to injunctive relief and other measures that prevent the threatened breach or stop the breach

of the Provider's Intellectual Property Rights.

14.4 Amendments

This Agreement may not be amended, varied or modified in any manner except by a supplement agreement in writing signed by a duly authorized officer or representative of each of the Parties.

14.5 Entire Agreement

This Agreement, including its Appendices, supersedes all prior agreements, arrangements and undertakings between the Parties. The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

14.6 Counterparts and Language

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorized officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement. This Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language version shall prevail.

Provider

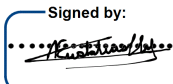
Licensee

Xecutive Corporate Management B.V., Director

e-Management NV - Managing Director

Special Consolidator B.V.

TechWave B.V

Signed by:  Signed by: 
8737E2B30CF043F... E9C1A4A3F74E4ED...
Analissa Heiland Lorenza Godett

Appendix A

Approved Domain Names

The Gaming Websites controlled by Licensee where the Games will be available under this Agreement:

<https://royalxo.com/>

1. The Licensee acknowledges that the Minimum Monthly Commission fee stipulated in Appendix B of this Agreement applies only to 3 domains mentioned in Appendix A of this Agreement.
2. Each next domain will be applied with an additional 1,000 EUR Minimum Monthly Commission fee starting from the fourth (4th) month after any Game is first launched on this domain.
3. In case of adding the new domain in Appendix A of this Agreement, the Licensee obligates to conclude the additional agreement to Appendix A and “go live” with available Games/Game Vendors within 60 calendar days after the effective date of the additional agreement to Appendix A.

The Parties may modify this list from time to time upon mutual consent.

Provider

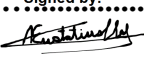
Licensee

Xecutive Corporate Management B.V., Director

e-Management NV - Managing Director

Special Consolidator B.V.

TechWave B.V

Signed by: 
8737E2B30CF043F...
Analissa Heiland

Signed by: 
E9C1A4A3F74E4ED...
Lorenza Godett

Appendix B

Games and Commercial Conditions

Fees payable under this Agreement shall be the following:

1. Setup Fee:

0 EUR

2. Upfront Fee:

0 EUR

3. Minimum Monthly Commission Fees:

2,500 EUR Minimum Monthly Commission fee starting from the fourth (4th) month after any Games first launch on any of the Licensee's Website.

Game Provider	Monthly Commission Fee, %GGR	Other Fees and Notes
1spin4win	5% GGR	
1x2Gaming	9.5% GGR Basic Games 10% GGR Iron Dog Games 9.5% GGR Megaways Games 9% GGR Table Games	
Evolution	11% Live Games 11% Live Classic Games 11% Live Vip Games 16.5% Extra Games 14% Lightning and Native Games 11% Studio Classic Games 11% Studio Vip Games 12% Premium Games 10.5% RNG Games	- Extra Fee: High Stake Table Fee – a fee of €0.35 per bet placed on a High Stake Table (i.e. a Blackjack table with a minimum bet of €50). - Extra Fee: BJ Classic Fee – a fee of €0.12 per bet placed on any BJ Classic Table (i.e. any table with “classic” in the name).
3oaks	10% GGR	Monthly Bonus Deduction for promo campaigns - up to 15% GGR
100HP	7.5% GGR	
BGaming	5% GGR	Monthly Bonus Deduction for promo campaigns - up to 10% GGR

Relax	9.5% GGR Reelplay Games 9.5% GGR 4theplayers 9.5% GGR Northern Games 9.5% GGR Maxwin Games 7.5% GGR Leap Gaming Games and 9.5% Leap Gaming Branded 9.5% GGR Gamesinc Games 9.5% GGR Blueguru Games 9% GGR Relax Games 9% GGR Relax Table 9.5% Sthml Games	
Absolute Live Gaming	8% GGR Basic and 7Mojos, 7% GGR Altente	
Amatic	10% GGR	
Amigo	9% GGR	
Apparat	9% GGR	
AvatarUX	8.5% GGR	
Barbara Bang	7% GGR	
Belatra	8% GGR	
Betgames	8% GGR	
Beterlive	10% GGR	
Big Time Gaming (via Evolution)	10% GGR Basic 12% GGR Branded	
Betsoft	8.5% GGR	- Full amount of Jackpot Contributions plus 20% reseed fee is invoiced monthly. - A win resulting from a Jackpot is not taken into consideration when calculating the Monthly Commission Fee.

Betsolutions	6.5% GGR Slots Games 7% GGR Crash and Table Games	
BF Games	7.5% GGR	
Blueprint	10.5%GGR Basic 11.5%GGR Branded 10.5% GGR RTG Games	
Bombaylive	10.5% GGR	
Booming	8.5% GGR	
CT Interactive	10% GGR	
Clawbuster	5% GGR	
Caleta	9% GGR	
Copacabana	8.5% GGR	
Endorphina	10% GGR	
EGT	12.5% GGR	
ELK	9.5% GGR	
Evoplay	8% GGR	
Expanse	7% GGR	
Slotopia	8.5% GGR	
Ezugi	10% GGR	

Fantasma	8% GGR	
Fbastards	7% GGR	
Felix Gaming (via Groove)	9.5% GGR	
Fugaso (via Groove)	8% GGR	
Galaxsys	7% GGR	
GameArt	8.5% GGR Basic 10.5% GGR Branded 12.5% GGR Premium	
Gamebeat	8% GGR	
Gamingcorps	7% GGR	
Gamzix	8% GGR	
Habanero	10% GGR	
High5	8% GGR	
Igrosoft	8% GGR	
IGtech	9.5% GGR	
InOut	10% GGR	
Isoftbet	10% GGR	
Jade Rabbit	8% GGR	

JDB	8% GGR	
KA Gaming	7% GGR	
Lucky	9% GGR	
Lucky Streak	10% GGR	
Mancala	8.5% GGR	
Mascot	9% GGR	
MGA Games	9% GGR Basic 11% GGR Branded	
MrSlotty	10% GGR	
N2 Games	11.5% GGR	
Nucleus	7.5% GGR	
Netent	9% GGR Basic 12% GGR Branded	- Jackpot Contributions (less Jackpot Wins for the period) are excluded from GGR for calculation of the Monthly Commission Fee. - Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly. - Every JP game has an initial JP seed, or the so called baby-jackpot, which should be considered a part of the JP reserve covered by all SoftSwiss Licensees using Netent Jackpot Games
Netgame	7% GGR	

Nolimit City	10% GGR	
Octoplay	8% GGR	
OneTouch	9% GGR	
Onlyplay	9% GGR	
Orbital	7% GGR Basic	
ORYX	Arcadem - 9% GGR Candlebets - 9% GGR Gamomat: 11% Basic, 13% Premium, 14% Branded Goldenhero 10.5% GGR Atomic - 9% GGR ORYX - 9% GGR	
PGSoft	8% GGR	
Platipus	9% GGR	
Playson	10%	Monthly Bonus Deduction for promo campaigns - up to 15% GGR
Playtech	10.5% GGR Basic and Live Games 10.5% GGR Jackpot Games 13.5% GGR Branded Games 13.5% GGR Live Branded and Live Premium Games	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
Poggiplay	8% GGR	
Popiplay	9% GGR	
Pragmatic	8% GGR Basic Games 10.5% GGR Live and Live Native Games 11% GGR Bingo Games 8% GGR Virtual Sport 12% GGR Branded Games	If GGR for all you own integration brands > 9mln EUR 7.5% GGR Basic Games 10% GGR Live Games 10.5% GGR Bingo 7.5% GGR Virtual Sport

		11.5% GGR Branded - Extra Fee: Live games - a fee of €0.17 per bet placed on the table
Push Gaming	10% GGR	
Quickfire	9% GGR Basic and JP Games 12% GGR Partners Games 9% GGR Table Games 8.5% GGR Realdealer set1 and 8.5% Realdealer set2 6% GGR Oz Games 15% GGR Branded Games	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
Quickspin	11.5% GGR	
RAW Gaming	8.5% GGR Basic Games 8% GGR Leander Games	
Red Tiger	9% GGR Basic 12% GGR Branded	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
Readyplay	8% GGR	
Reevo	9% GGR	
Redgenn	10% GGR	Monthly Bonus Deduction for promo campaigns - up to 15% GGR
Rubyplay	8.5% GGR	
Skywind	8.5% GGR Basic 9% GGR Live	
Slotmill	9% GGR	
Smartsoft	8% GGR	
Spadegaming	8.5% GGR	

Spearhead	9% GGR Basic 11% GGR Branded	
Spinmatic	9.5% GGR	
Spinomenal	8.5% GGR	
Spinthon	8.5% GGR	
Spribe	11% GGR	
Swintt	9.5% GGR Basic and Premium 10%GGR Live 11% GGR Premium Live	
TADA Gaming	7% GGR	
TripleCherry	8% GGR	
Thunderkick	10% GGR	
Tom Horn	8% GGR	
Truelab	9% GGR	
Vibra Gaming	8% GGR Basic 10% GGR Branded	
Vivo Gaming	9% GGR	
Wazdan	7% GGR	
Yggdrasil	10% GGR	
Urgent Games	7.5% GGR	

Zillion	8% GGR	
Winfinity	9.5% GGR Basic 13% GGR Branded	

SPECIFIC OF THE GGR CALCULATION

1) **Feature Group** is a category that is used to define a set of games that is calculated and invoiced separately as well as zeroed out separately from other sets of games (Feature Groups). The set of games that comprises a Feature Group is defined by the Provider based on the financial policy and the calculation logic of the Game Vendor.

2) **Accounting Group** is category that determines a set of games within a certain Feature Group that is zeroed out separately from other games of the same Game Vendor (not excluding the fact that the financial results on the games of different Game Vendors are zeroed out by each Game Vendor separately) no matter the fact the game(s) (or the set of games) belong to the same Feature Group or a different Feature Group within the Game Vendor. The set of games that comprises an Accounting Group is defined by the Provider based on the financial policy and the calculation logic of the Game Vendor.

NOTE ON JACKPOTS:

Local Jackpot means a collective jackpot managed by the Licensee or by the Provider, which is not part of Pooled Jackpot and which accumulates contributions through wagers played in each game. Contributions to the Local Jackpot and winnings paid by the Local Jackpot are deemed bets and winnings, respectively.

Pooled Jackpot means a collective jackpot (or “network jackpot”) which accumulates Jackpot Contributions through wagers played in each game which participates in the shared jackpot network. The Licensee is liable for Jackpot Contributions less the respective Jackpot Winnings each month.

NOTE ON DIRECT DISTRIBUTION AGREEMENTS:

In case Licensee in the future wishes to negotiate a direct agreement with another Game Vendor, but still distribute this Game Vendor’s games though Provider’s API, the Monthly Commission Fee charged by the Provider on top of such direct agreements shall amount to **2% GGR** from the moment the respective direct agreement comes into force.

Provider

Licensee

Xecutive Corporate Management B.V., Director

e-Management NV - Managing Director

Special Consolidator B.V.

TechWave B.V

Signed by: 
 8737E2B30CF043F...
 Analissa Heiland

Signed by: 
 E9C1A4A3F74E4ED...
 Lorenza Godett

Appendix C

Support Services Schedule

1. Definition and Scope

Support Services constitute a range of services aimed at assisting the Licensee with technical aspects of the API and Games, thus enabling the Licensee to solve specific problems with the product or Licensee's IT environment.

Support Services include: answering technical and usage-related questions from Licensee; providing necessary credentials or other technical data for the Licensee to be able to perform the API integration or its testing; notifying of upgrades to the API; deploying periodic releases of new Games; performing general maintenance operations; and fixing of all reported and confirmed errors in Provider's environment.

2. Cost

Support Services are provided free of charge. All other tasks which are out of the scope described in Section 1 of this Appendix are subject to fees that shall be negotiated between the Parties on a case-by-case basis.

3. Error reporting

The Licensee undertakes to serve a written notice to the Provider of any request for Support Services providing a detailed description of the difficulties encountered and the issues that are expected to be addressed by the Provider.

Reported issues need to be classified in one the following four severity levels, based on the definitions hereunder. Response times for each severity level are defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact on the licensee's live environment resulting in the inability to use the service or access the Games.	Less than thirty (30) minutes
High	The request has severe business impact, limiting the usage of the Games. The live environment is still operational, but restricted.	Less than two (2) business hours
Medium	The service functions in the licensee's business environment, but there are functional limitations that are not critical in the daily operation.	Less than four (4) business hours
Low	Minor infractions including documentation or cosmetic error.	Less than eight (8) business hours

The Licensee must clearly indicate the severity level assigned in the Support Services Request sent

to Provider. As a default the request should be created as a Severity 3, Priority Medium. The Provider will review the severity level assigned to the request and use commercially reasonable efforts to resolve and correct reported issues, working together with third-party Game Vendors where necessary.

All issues must be reported to: <https://jira.softswiss.net/servicedesk/customer/portal/43>

4. Working times

Support Services in standard mode are provided 24\7.

Provider

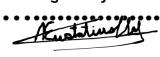
Licensee

Xecutive Corporate Management B.V., Director

e-Management NV - Managing Director

Special Consolidator B.V.

TechWave B.V

Signed by:  Signed by: 
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Analissa Heiland Lorenza Godett

Appendix D

Marketing Rules

- 1.1 Licensee agrees to use its best efforts to prominently display, promote and market the Games to both new and existing Players.
- 1.2 Licensee is entitled to publish in the media any content (press releases, blog posts and other PR material) which is related to the Software, its use, or Provider's trademarks, on condition that all mentioned content contains accurate information and does not violate the rights of the Provider or third parties. The Provider reserves the right to disapprove publishing of any content that contains false information about the Software, availability of certain games or Game Vendors.
- 1.3 Licensee shall not publish in any manner whatsoever, through any medium and in any place, advertising or marketing materials and/or carry out promotional activities that: encourage anyone to break any law; target individuals under the legal gambling age; show people under eighteen years gambling; are false or untruthful about the chances of winning or the expected return to a individual; suggest that gambling is a form of financial investment; suggest that skill can influence games that are purely games of chance; exceed the limits of decency.
- 1.4 Licensee is strictly forbidden to alter, diminish or change position of any copyright notice included in any of Games marked as "Branded".
- 1.5 Pertaining to any Games marked as "Branded", branding, advertising and promotions in respect of such Branded Games may ***only be based on Game Vendor provided marketing material*** that has been approved by relevant third parties holding the rights to respective Brand names. Licensee may not change or alter such provided marketing material and shall ensure that any of its affiliates and partners shall adhere in full to this obligation. Furthermore, neither marketing properties for Branded Games shall appear or be otherwise exploited in any medium in conjunction with any other property, including, without limitation, any name, character, symbol, logo, design, likeness or literary or artistic material ***without prior written approval***.
- 1.6 Any other marketing guidelines for Branded Games may be provided to the Licensee separately from time to time.
- 1.7 Licensee shall inform Provider in advance regarding promotional activities that are expected to generate significant additional volumes so that Game Vendors can take necessary precautions.
- 1.8 Licensee shall when publishing intellectual property such as trademarks, marks and logos and/or pictures or photographs reproducing or visualizing intellectual property or individuals in any manner whatsoever, secure and assure that Licensee has obtained the permission to use such material from the legitimate owner(s) of such intellectual property.
- 1.9 Licensee has no right or authority to assume or to create any contractual obligation or responsibility on behalf of Provider. All marketing deals with third parties are to be reached between the Licensee and the third party.
- 1.10 Licensee shall consult with Provider before the launch of a marketing activity, if in doubt about how the marketing activity acts in accordance with the Rules.

Provider

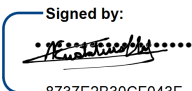
Licensee

Xecutive Corporate Management B.V., Director

e-Management NV - Managing Director

Special Consolidator B.V.

TechWave B.V

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Analissa Heiland Lorenza Godett

draft new_Special Consolidator _TechWave B.V (1)

Final Audit Report

2025-08-04

Created:	2025-08-04
By:	Naomi Clifton (naomi.clifton@hbmgroup.com)
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