

GAME LICENSING AGREEMENT

This Game Licensing Agreement (the “**Agreement**”) is made and effective as of the day of its signing by the Parties (“**Commencement Date**”)

BETWEEN:

NETGAME ENTERTAINMENT N.V., a company duly incorporated and existing under the laws of Curaçao, having its registered office at the address: Heelsumstraat 51 E-Commerce Park, Vredenberg, Curaçao, with company number 127096 (“**Licensor**”)

AND

LUXSOFT N.V., a company duly incorporated and existing under the laws of Curaçao, having its registered office at the address: Dr. H. Fergusonweg 1, Curaçao, with company number 166297 (“**Licensee**”)

Licensor and Licensee are hereinafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

WHEREAS:

- A. Licensee desires to license Licensor’s existing games and/or related technology and Licensor is willing to grant such license according to the terms of this Agreement; and
- B. Licensee desires to engage Licensor, and Licensor is willing to be engaged by Licensee, to provide certain support and maintenance services relating to games licensed hereunder according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual agreement commitments, terms, and conditions set forth below, including those attached to this Agreement (which are incorporated into this Agreement), the adequacy of which consideration is hereby accepted and acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The following terms shall have the following meanings:

“Agreement” means this Agreement together with all its Schedules;

“Commencement Date” means the day on which both Parties have signed this Agreement;

“Applicable Laws” means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Parties;

“Commission” has the meaning set out in Schedule 2;

“Integration Fee” has the meaning set out in Schedule 2;

“Min monthly Fee” means the fees set out in the Section 5 or otherwise agreed by the Parties in writing;

“Games” means the Games listed in the Schedule 1 and other games made available by the Licensor to the Licensee after the Commencement Date, which are to be licensed according to the terms and conditions of this Agreement;

“Licensor Software” means the software used by Licensor to provide the Casino Platform (and whether proprietary to Licensor or licensed to it by its third party licensors) and including all Software Updates from time-to-time;

“Local Progressive Jackpots” means four tier local progressive Jackpots comprised of bets made by players at a Licensee website;

“Game Materials” means Intellectual Property relating to the Games and includes without limitation the Documentation and Intellectual Property relating to the foregoing that is created by any party to this Agreement as a result of this Agreement;

“Game Marks” means specifically the marks and any other trademarks or service marks owned or controlled by Licensor relating to the Games whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works developed for or related to the Game Marks that are created by any Party as a result of this Agreement;

“Intellectual Property Rights” means any registered or unregistered intellectual property rights in any part of the world, including any patents and any such application for the same, trademarks, service marks, know how, brand names, logos, design rights, database rights, copyright, domain names, goodwill and all similar intellectual property rights wherever and howsoever subsisting, whether or not registered and including all granted applications and all applications for registration in respect of any of the same;

“Business Day” means a day (other than a Saturday or Sunday) on which banks general are open for business in UK;

“Schedule” means a Schedule of this Agreement;

“Confidential Information” means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, know-how and customer information) relating to a Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the Commencement Date;

“Force Majeure Event” means any cause beyond a Party’s reasonable control including, but not limited to, riot, fire, flood, earthquake or other serious accidents, epidemics, change of legislation, change of custom, governmental acts, breakdown or failure of computer systems or the internet, loss of or interruption of power supplies or communications facilities and strike or lock-out;

“Month” means a calendar month;

“Software Updates” means any new or revised version of the Licensor Software (or any part of it) including but not limited to bug fixes and/or minor enhancements or improvements or new features;

“Third Party Product” means any Intellectual Property of any type, which is not the property of Licensor or Licensee;

“Territory” means the territory stipulated under this Agreement for operating and fulfilling all other terms of this Agreement;

“Licensee Data” means Licensee’s data in electronic form collected, developed, received, used, or stored in connection with the Licensee’s use of the Games;

“Licensee Materials” means Licensee’s Intellectual Property and marks, trademarks or service marks owned or controlled by Licensee whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works developed for or related to the Licensee’s marks that are created by any party as a result of this Agreement.

- 1.2. Schedules. Schedules attached to this Agreement are incorporated by reference herein and made an integral part hereof.
- 1.3. Conflict between Schedules and Agreement. In the event of any conflict between the provisions of this Agreement or any Schedule, statement of work or change order, the provisions of this Agreement shall prevail.
- 1.4. Currency. Unless otherwise indicated, all amounts referred to in this Agreement are in EURO.

2. SCOPE OF THE SERVICES

2.1. The Casino Platform

- (a) Subject to the terms and conditions set out in this Agreement and in consideration of the Fees, Licensor hereby grants to the Licensee throughout the Term and the Territory, and the Licensee accepts the obligations and agrees to exercise:
 - (i) the right to integrate the Games on to the Licensee’s technology platform, available at the Licensee Website, pursuant to Licensor instructions;

- (ii) the right to get the support services from the Licensor including the integration assistance and remote maintenance services;
 - (iii) the right to use the Back Office Tools; and
 - (iv) the right to advertise and promote the Casino Platform.
- (b) The Licensor may provide Licensee with support services including the integration assistance and remote maintenance services. The scope, content, exclusions and fees of such Support Services shall be determined by the Parties upon mutual written consent.
- (c) The rights granted to the Licensee by Licensor hereunder shall be on a non-exclusive, non-transferable, non-sublicensable and revocable basis and nothing in this Agreement or otherwise agreed between the Parties shall in any way prevent Licensor from providing services of any kind to any third party anywhere in the world.

3. LICENSE

- 3.1. Product License Grant. Subject to the terms and conditions of this Agreement, in exchange for the Fees, Licensor grants to Licensee a limited license to the Licensed Product (the Games, the Game Materials including Documentation and the Game Marks) during the License Term to integrate, display, distribute, perform and run the Games, solely for the purpose of Licensee financially exploiting the Games by offering the Games on the Licensed Territories to its end users for profit, subject to the restrictions set out below.
- 3.2. Product License Restrictions. The license granted above shall be subject to the following license restrictions:
- a. Licensee may only offer the Games to those end users acknowledging and accepting an end-user license agreement, prior to the use of the Games, in a form to be approved by Licensor, such approval not to be unreasonably withheld;
 - b. Licensee may provide the access to the demonstration versions of the games to its end users only following the below defined rules:
 - Licensor will provide a unique set of parameters for demonstration use (including unique IDs and other technical parameters)
 - c. Licensee may test the games. For testing the games, Licensee may provide up to 3 end users who can play games in a test mode.
 - d. Unless it has obtained Licensor' prior written consent, Licensee shall not either during the License Term or after termination or expiration of this Agreement: (i) modify, alter, adapt, or translate all or any part of the Game Materials; (ii) reverse engineer, decompile or disassemble the Game Materials, in whole or in part, or otherwise attempt to or permit others to derive or discover the source code of the Game Materials, nor take any other steps to discover the confidential information and/or trade secrets contained therein; (iii) publish or disclose the results of any benchmark or other test run on the Materials; or (iv) transfer or assign the license to the Licensed Product except as expressly permitted in this Agreement;
 - e. Licensee shall only use the Game Marks subject to Licensor's control as to the nature, quality and use of the Game Marks, all such uses shall inure to the benefit of Licensor and all such uses shall comply with quality standards set by Licensor and communicated to the Licensee, in conducting and advertising the Games and in using the Game Marks;

- f. The Product License is limited to Licensee offering the Games via the Internet on personal computers and personal mobile devices and not for enterprise or land-based casino gaming applications or other applications not specified herein; and
 - g. Licensee may not sublicense the Licensed Products.
- 3.3. Exclusivity. The Product License granted herein shall not be exclusive unless an exclusive grant is expressly set out in the applicable Schedule and only for those Games, Licensed Territories and periods outlined in the Schedule. The parties may extend or modify exclusivity terms and conditions by agreement in writing.
- 3.4. Licensee License to Licensor. Licensee hereby grants to Licensor during the License Term a limited, revocable, non-sub licensable, nonexclusive, royalty-free license to use, copy, modify and create works based on, perform or display Licensee Materials for the sole purpose of Licensor carrying out its duties under and subject to the terms and conditions of this Agreement.
- 3.5. No other Rights Conferred. Nothing in this provision shall be interpreted to confer any Intellectual Property Rights or interests other than the limited licenses granted herein.
- 3.6. Authorized Copies. Licensee may make only as many copies of the Game Materials required to market the Games and operate them on its Designated Servers as reasonably required. Each copy of the Game Materials made by Licensee hereunder shall contain the same copyright, confidentiality, and other proprietary notices and legends that appear on the original copy thereof provided to Licensee hereunder. The rights conferred in this section shall exist during the License Term and expire five (5) business days after termination of the License Term after which the Licensee shall have erased all copies of Game Materials such that they cannot be recovered or retrieved.
- 3.7. Open Source/Third Party Materials. Licensor may include any Third-Party Product or Open-Source Software in or in connection with the Games without the advance written consent of Licensee. To the extent any such materials are incorporated into the Games, Licensor hereby grants Licensee, during the License Term for the Licensed Territories, a license to the Third-Party Product and Open-Source Software (in whole or in part) in connection with Licensee's use and exploitation of the Games on license terms identical to the Product License.

4. FEES AND EXPENSES

- 4.1. Fees. In exchange for the Software, Licensee shall pay Licensor the fees, commissions, royalties or revenue share and reasonable expenses and disbursements, if any, as listed in the applicable Schedule hereto plus all applicable taxes and duties (the "**Fees**").
- 4.2. Payment. All recurring fees are due as stated in an applicable Schedule hereto.
- 4.3. Late Payment. Without limiting Licensor's other rights or remedies, any late payment shall be subject to interest at one percent (1%) per month. The penalties are applied if the corresponding payment is not received within 30 (thirty) calendar days from the due day stated invoice and are calculated for the period starting from the due date until the moment the payment was actually received. Licensor shall be entitled to stop providing services and not deliver the Software not paid for until payment in full of all outstanding amounts is received.
- 4.4. Entire Fees. Except as specifically provided, otherwise in this Agreement or applicable Schedule hereto, Licensor will supply at its own expense everything required for and be responsible for all out-of-pocket costs incurred in connection with the complete production and delivery of the Games.

- 4.5. Royalty Fees. Where Fees are comprised of a share of Licensee revenue achieved in connection with Games ("**Royalty Fees**"), Licensee shall pay Royalty Fees at the rate and on terms set out in the applicable Schedule.
- 4.6. Gross Gaming Revenue. For the purpose of calculating Royalty Fees, "**Real Money Gross Gaming Revenue**" ("**GGR**") shall mean and be calculated as all amounts collected by Licensee in connection with its use of the Software, less all amounts paid out as winnings to players of the Games during the license term for that Software.
- 4.7. Local Progressive Jackpots. These Jackpots are four tier(Red, Silver, Gold, Diamond) local progressive jackpots comprised of bets made by players at a Licensee website. Licensee shall be entitled to vary the amount of the Contributions for any or all of the Jackpots by written notice to the Licensor. Jackpot wins are not counted as game Wins and jackpot contributions are not counted as bets and both are excluded from GGR (Gross Gaming Revenue) calculation.

Example:

Total Bets: 10000

Total Win: 9600

Jackpot contribution = 1% - applied individually to each operator

Jackpot amount = $10000 \times 0.01 = 100$ – this bank is awarded only to operator players

GGR = Total Bets – Total Wins = $10000 - 9600 = 400$

- 4.8. Commission is subject to change in case of further discovery of yet unknown and unreported Game requirements or unreported complexities of Licensee platform or technology. Licensor will inform Licensee about any such discovery without delay in order to coordinate steps to agree on either adjusting the scope of Software or adjusting the Fees.
- 4.9. Licensee shall make all payments contemplated by this Agreement by wire transfer to the bank account Licensor specifies in the invoice via the payment method mutually agree between parties including BTC transfer with corresponding additional charges applied in the invoice based on the payment method. Only an authorized representative of Licensor may change or amend specified bank account information.

5. OWNERSHIP

- 5.1. Ownership of Licensor Materials. Licensor is and shall remain sole and exclusive owner of the Licensed Product, any modifications or improvements thereto, and Intellectual Property related thereto and Licensee shall not acquire any right, title or interest therein or thereto other than the license to the Licensed Product provided to Licensee under this Agreement. Licensor represents that the Games are protected by international copyright laws and treaties, as well as other laws and treaties.
- 5.2. Ownership of Licensee Materials. The Parties agree that Licensee will at all times be and remain the sole and exclusive owner of all Licensee Materials and Licensor shall not acquire any right, title or interest therein or thereto other than the Licensee Materials license provided to Licensor under this Agreement.

6. LICENSEE OBLIGATIONS

In addition to other obligation of Licensee under this Agreement, Licensee shall be obligated as follows:

- a. Advertising Requirements. Licensee shall advertise the Games according to the minimum client advertising requirements set out in the applicable Schedule, if any, but in any event shall market

the Games to the best of its abilities to maximize revenue on the Games while remaining in compliance with the terms of this Agreement.

- b. Licensee Materials. Licensee shall cooperate with and assist Licensor by providing to Licensor requested Licensee Materials or Licensee Data required of Licensor to deliver the Software in a timely manner.
- c. Real Money Games Licenses. Licensee shall be responsible for all initial and ongoing compliance and regulatory submissions and other requirements of Gaming Authorities and shall, during the Term, have, obtain and maintain any licenses, permits, approvals and/or certifications required by Gaming Authorities in order for Licensee to offer Real Money Games for sale, placement or otherwise in any targeted gaming jurisdiction including without limitation the Licensed Territories.
- d. Licensee Operations. Licensee shall be responsible for conducting all marketing, sales, distribution, and placement of Games, as well as royalty accounting and compliance/regulatory requirements required under this Agreement including bearing sole responsibility for all costs of all the foregoing activities.
- e. Protection of Licensor IP. Licensee shall protect at all times the Licensed Product, such that Licensee's actions or omissions do not devalue or impair the Licensed Product. Without limiting the generality of the foregoing, if during the Term of this Agreement or any extended term thereof, any unauthorized use of the Licensed Product is made by third parties, Licensee shall upon learning of such unauthorized use, promptly notify Licensor in writing, setting forth the facts and circumstances in reasonable detail. Licensor shall retain the sole right to bring an action against such third parties with respect to the unauthorized use of the Licensed Product, at its own expense, and all recoveries therefrom shall be paid to Licensor. Both Parties agree to cooperate and to use their best commercial efforts in connection with any such claims.
- f. Licensee Terms of Service. Licensee shall ensure each end-user or player of the Games enters into an end-user license agreement with the Licensee prior to having access to the Games stating, among other terms and conditions, that:
 - f.i. the Licensee makes no warranties, express or implied, regarding the Games and the Games are provided on an "as is" basis;
 - f.ii. the Licensee shall not be liable for any damages, of any nature whatsoever, incurred by end users as a result of their access to the Games; and
 - f.iii. (i) any technical error in a Game, including without limitation bugs or faulty software code related to the Game, irrespective of who the party to blame for such error is; or (ii) any unauthorized tampering with or alteration or hacking of any component of the Game by any party, shall automatically void the Licensee's obligation to make any payments with respect to that Game and the player shall have no recourse against the Licensee for same.

7. LICENSOR OBLIGATIONS

In addition to Licensor's other obligations under this Agreement, Licensor shall protect at all times the Game Materials such that its actions or omissions do not devalue or impair the Licensed Product. If during the Term of this Agreement or any extended Term thereof, third parties make any unauthorized use of the Licensed Product, Licensor shall upon learning of such unauthorized use bring actions against such third parties with

respect to the unauthorized use of the Licensed Product, at its own expense, and all recoveries therefrom shall belong to Licensor. Licensee agrees to cooperate and to use its best efforts to assist Licensor in connection with any such actions brought by Licensor.

8. DATA MANAGEMENT

- 8.1. Data Usage by Licensor. The Licensee Data license granted to Licensor under this Agreement is subject to the following further restrictions: Licensee Data may not be (a) used by Licensor other than in connection with improving Game functionality, Game profitability, player engagement and otherwise fulfilling its obligations under this Agreement; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties; (c) commercially (or otherwise) exploited by or on behalf of Licensor, or any clients of Licensor other than in connection with providing or improving the Deliverables.
- 8.2. Access, Use, & Legal Compulsion. Notwithstanding the foregoing, Licensor may disclose Licensee Data as required by applicable law or by proper legal or governmental authority. Licensor will give Licensee prompt notice of any such legal or governmental demand and reasonably cooperate with Licensee in any effort to seek a protective order or otherwise to contest such required disclosure, at Licensee's expense.
- 8.3. Leaks. Licensor will promptly notify Licensee of any actual or potential exposure or misappropriation of Licensee Data (any "**Leak**") that comes to Licensor's attention. Licensor will cooperate with Licensee and with law enforcement authorities in investigating any such Leak, at Licensor's expense, except to the extent that Licensee caused the Leak. Licensor will likewise cooperate with Licensee and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Licensor's expense, except to the extent that Licensee caused the Leak.

9. TERM AND TERMINATION

- 9.1 This Agreement will become effective on the Commencement Date and shall continue in full force for 1 (one) year unless otherwise terminated in accordance with this Agreement. At the end of the Term the Agreement is automatically extended for 1 (one) year if none of the Parties had provided a termination statement or amendment to the agreement 30 (thirty) days before the expiration date.
- 9.2 This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:
 - (a) on or after the occurrence of a material breach of this Agreement by the other Party, provided that, if the breach is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) days of having been given notice in writing specifying the breach and requiring it to be remedied and for these purposes a persistent series of non-material breaches shall be deemed to be an irremediable material breach; or
 - (b) if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.

- (c) at any time at sole discretion of any Party upon 30 (thirty) days prior written notification thereon to other Party.
- 9.3 This Agreement may be terminated immediately by Licensor, by written notice to the Licensee, as follows:
- (a) if: (i) any Government Agency imposes a new requirement or varies any existing requirement (including any requirement that the Licensee be qualified for or hold or maintain any license, permit or approval which the Licensee does not duly comply with) that conflicts with the terms of this Agreement; or (ii) Licensor is informed by any Government Agency that the operation of the Casino Platform is to be investigated by them or is, or is likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied;
 - (b) if the Licensee uses, or attempts to use the Casino Platform in any manner or form that is illegal or that is reasonably likely to bring Licensor into disrepute or in any way endanger any of Licensor's licenses, permits or approvals in each case granted by a Government Agency;
 - (c) if the Licensee fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any Government Agency or by Applicable Law or regulation or is otherwise in breach of Applicable Law;
 - (d) if, in Licensor's reasonable opinion, the Licensee has breached the terms of this Agreement and such breach has not been remedied by the Licensee twenty (20) days after Licensor has given the Licensee written notice specifying the apprehended breach and requiring it to be remedied;
- 9.4 Licensor may suspend, replace or change all or any part of the Casino Platform provided under this Agreement, without prior notice to the Licensee, in order to avoid, minimise or end any actual or perceived infringement of Applicable Law or of any regulations or guidance which is notified to it or issued by any appropriate Government Agency.
- 9.5 Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately if Licensee does not pay the Fees in accordance with the terms and conditions of this Agreement and does not cure such breach within 10 (ten) business days after receiving written notice of such breach (Termination for non-Payment).

10. INTELLECTUAL PROPERTY

- 10.1 The Licensor shall at all times remain the sole and exclusive owner of all Intellectual Property Rights (as defined below) of the Games. The disclosure to the Licensee of any information by Licensor, as well as this Agreement, shall not be construed in any way as a grant to the Licensee of any right or license with respect to the Games other than the right to use the same for the Purpose. Further, the Licensee shall not make any use of Licensor's trademarks, names or logos, in any written or electronic publication, documentation, advertisement or otherwise, except pursuant to a prior written authorization to do so by the Licensor.
- 10.2 **"Intellectual Property Rights"** shall mean, without limitation, all intellectual property rights, whether or not patentable, including without limitation, rights in algorithms, binary and/or object code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), graphics, UI, UX, derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information,

innovations, inventions, integrated circuits, know-how, logos, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.

11. CONFIDENTIALITY

Each Party agrees indefinitely not to disclose, reverse engineer, decompile, circumvent, exploit or to otherwise tamper with the other party's Confidential Information (or any parts thereof) without its prior written consent. "**Confidential Information**" includes, without limitation: (i) any information related to the Support Services including without limitation information related to the Games; (ii) all Intellectual Property Rights of a Party; (ii) all technical information and equipment used in connection with and/or related to the Games, including (without limiting the foregoing) software, hardware, models, and business methods; (iv) any financial information (including pricing), business information, including, without limitation, operations, planning, marketing interests, products and any other reporting information; and (v) any other information designated in writing as "**Confidential**" or an equivalent designation or that would otherwise be reasonably considered confidential or proprietary given its nature or the circumstances under which it was disclosed. Confidential Information shall not include information that is or has become publicly known through no breach of these confidentiality obligations, or information that has been independently developed without access to Confidential Information, as evidenced in writing. Each party undertakes to hold the Confidential Information of the other party in confidence and protect it to the same extent and by the same means it uses to protect the confidentiality of its own proprietary and Confidential Information and in no event less than reasonable means and care; and to restrict disclosure of the other party's Confidential Information solely to those of its employees or consultants with a need to know, and to advise those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the said information, such party shall remain liable for any breach of confidentiality by its employees and/or consultants. For the avoidance of doubt, this Agreement is confidential and under the terms and conditions of this confidentiality clause. Upon termination hereof and/or at the disclosing party's request, its Confidential Information made available to the other party, including copies thereof, shall be returned or destroyed if disclosed on magnetic media.

12. INDEMNITIES

- 12.1 Mutual Indemnification. Each Party shall defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, subcontractors, customers and agents from and against any and all third party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (a "**Claim**") arising from or relating to: (i) a breach of a representation or warranty made by the other party, (ii) any personal injury, death or property damage or loss caused by the gross negligence or willful misconduct of the other party (including the other party's employees, agents, or subcontractors).
- 12.2 Indemnification of Licensee. Licensor shall defend, indemnify and hold harmless Licensee and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or

relating to any infringement or alleged infringement by the Licensed Product of any third-party Intellectual Property Rights. If Licensed Product or any portion thereof becomes the subject of a third-party claim of intellectual property infringement, Licensor shall, at its option, either:

- a. Procure the right to use the infringing element of such Licensed Product at no additional cost to Licensee; or
- b. Replace or modify the element of such Licensed Product so that the infringing portion is no longer infringing or no longer included and so that the Licensed Product still operates in substantial conformance with the Order Form or an applicable Change Order.

The foregoing remedial options shall be the Licensee's sole remedy in the event of a third-party claim made against it for infringement of Intellectual Property Rights by the Licensed Product

- 12.3 Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "**Claim**") arising from or relating to: (i) any infringement or alleged infringement by the Licensee Materials of any third-party intellectual property right; (ii) any Leak of or unauthorized access to the Licensee Data for reasons not directly related to a Licensor act or omission; or (iii) any third party Claim brought against Licensor, except for claims of Intellectual Property infringement by the Games, in connection with any activity conducted on websites owned, operated or controlled by Licensee or third-parties on behalf of Licensee whether involving the Games or not.
- 12.4 Conduct of Claim. The indemnified party which is subject to a Claim shall give the indemnifying party written notice of any such Claim and the indemnifying party has the right to participate in the defense of any such Claim at its expense. In no event shall the indemnified party settle any Claim without the indemnifying party's prior written consent (which consent shall not be unreasonably withheld).

13 FORCE MAJEURE

- 13.1 The Parties acknowledge that from time to time, as a result of a Force Majeure Event, the Live Casino Platform provided under this Agreement by Licensor can be temporarily disrupted or interfered with, delayed or not be delivered or received.
- 13.2 Neither of the Parties shall be liable for any failure or delay in performance under this Agreement due to a Force Majeure Event, except in relation to the Operator's payment obligations and any of its obligations in relation to Licensor's Intellectual Property Rights which shall continue to apply notwithstanding a Force Majeure Event. Each Party acknowledges and agrees that neither the other Party nor any of its shareholders, directors, officers, employees or representatives will be liable for any such Force Majeure Event in connection with this Agreement.
- 13.3 In case the performance of a Party's obligations (other than in relation to payment) under this Agreement becomes impossible or delayed due to a Force Majeure Event the Party so affected shall without undue delay notify the other Party in writing of the occurrence of a Force Majeure Event. The Parties will use reasonable endeavours to work around any Force Majeure Event.
- 13.4 In the event that a Force Majeure Event continues for a period longer than three (3) consecutive Months, the Parties shall consult with each other with respect to the treatment of this Agreement for the best possible outcome for both Parties.

14 MISCELLANEOUS PROVISIONS

- 14.1 Amendment. This Agreement may only be amended by mutual written consent of both parties.
- 14.2 Independent Contractors. The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or Licenseeship. The relationship under this Agreement shall not create any legal Licenseeship, franchise relationship or other form of legal association between the parties that would impose a liability between the parties or to third parties.
- 14.3 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- 14.4 No Professional Advice Given. Licensee agrees and acknowledges that Licensor is not in the business of providing legal, financial, accounting, tax, marketing, business or other professional services or advice and the services Licensor may provide under this Agreement or any component thereof does not constitute provision of such advice.
- 14.5 Entire Agreement. This Agreement, including the Schedules, is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter.
- 14.6 Severable Provisions. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without A impaired or invalidated in any way.
- 14.7 Governing Law. This Agreement shall be governed by the laws of the Republic of Curaçao. The parties hereby consent to the jurisdiction of the courts of the Republic of Curaçao for the purpose of any action or proceeding brought by either of them in connection with this Agreement.
- 14.8 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when sent by facsimile (with receipt confirmation), provided that a copy is promptly sent by certified mail, return receipt requested, or by overnight air courier service, (iii) one business day after sending when sent by email, or (iii) when received by addressee, if sent by certified mail, return receipt requested, or by overnight air courier service, in each case addressed or sent to the appropriate address and/or facsimile number and/or email address set forth below of the party to which notice is given, or to such changed address as such party may have fixed by notice:

If to Licensor: **NETGAME ENTERTAINMENT N.V.**
Email: alex@netgamenv.com

If to Licensee: **LUXSOFT N.V.**
Email: legal@gilos.io

- 14.9 Assignment. Neither party may assign or delegate its duties under this Agreement or any of their respective rights or obligations hereunder, in whole or in part, to any person or entity, unless to a company of the same group of companies, without the non-assigning party's prior written consent.
- 14.10 Attorneys' Fees. Should any party bring legal action (including arbitration) to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover from the losing party its reasonable attorneys' fees and costs (including court and arbitration costs) in addition to any other relief to which it is entitled.

- 14.11 Gaming Regulations. Either party may take any action reasonably necessary for it to comply with any requirements of Gaming Authorities in order to protect its gaming licenses and in so doing it will only take those actions required of it to make it compliant so as not to breach any terms or conditions of this Agreement if possible. If as a result of a requirement of Gaming Authorities any provision of this Agreement is deemed to be unenforceable by any party, the remaining provisions will continue in full force without being impaired or invalidated in any way and that unenforceable provision shall be replaced by one similar in effect, maintaining the commercial terms and the spirit of this Agreement intact and satisfying requirements of Gaming Authorities.
- 14.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of such counterparts shall together constitute one Agreement. Delivery of an executed counterpart of a signature page to this Agreement by fax shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement may be executed and transmitted by the parties in digital form (for example: *.jpg, *.pdf, *.tif) and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered and executed an original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

By: **NETGAME ENTERTAINMENT N.V.**

Name: Mr. Oleksandr Nikolaienko

Title: UBO

Date: 17/06/2024

Stamp, Signature



By: **LUXSOFT N.V.**

Name: Anatolii Snehirov

Title: UBO, Attorney

Date: 12/06/2024

Stamp, Signature



SCHEDULE 1

GAMES

This Schedule is made pursuant to and incorporates all terms and conditions contained in the Agreement between **FORTUNA GAMES N.V.** and **NETGAME ENTERTAINMENT NV**

All terms used in this Schedule but not defined herein shall have the same meaning ascribed to them in the Agreement unless expressly stated otherwise herein.

GAMES DESCRIPTION:

CASINO PLATFORM	Software Platform	License Term	Exclusivity Term
NETGAME	HTML5	1 year	None

Languages supported

Licensor is presently supporting the following languages in Licensor player's interfaces:

- Russian
- English

SCHEDULE 2

FEES AND COMMISSION

Integration Fee: No integration fee (0 EUR).

Commission: Licensor shall charge a general fee (Commission) in relation to the Games provided as part of the Casino Platform in amount of **6.0%** of all Gross Gaming Revenues (GGR) generated by the Licensee. GGR shall mean and be calculated as all amounts collected by Licensee in connection with its use of the Games, less all amounts paid out as winnings to players of the Games during the license term.

Minimum Fee: No minimum fee (0 EUR).

Negative carryover: In case the Licensee's GGR for a certain month is negative, then it should be zeroed and shall not be applied to the calculation of Gross Gaming Revenue for that month and shall not be included in the calculations of GGR for the following months.

INVOICING AND PAYMENT TERMS

- To avoid any ambiguity, the applicable percentage will be calculated monthly from the GGR generated by the Licensee as set forth by the reports provided by the Licensor.
- Any currency calculation for invoices purposes will be by the Licensor and will be taken from the official rates of [xe.com](https://www.xe.com/) (<https://www.xe.com/>)
- Licensee shall pay all the fees based on Licensor issued invoices monthly, on timely manner, within 15 (fifteen) banking days after invoicing.

ADDITIONAL SERVICES

Adding additional Brands

The initial setup covers integration of Licensor's Casino Platform under Netgame brand.

Fee for adding additional brands is 0 EUR per brand.

Adding additional languages

Adding additional language fee is 0 EUR per language.

Terms

- License Term commences on the commencement date of this Schedule 1.
- License Term renewal option: The License Term shall automatically extend for one (1) additional year after completion of the one (1) year term unless one party delivers to the other party a written notice of termination of the License not less than three (3) months prior to the expiration of the initial 1 year term, or unless earlier terminated in accordance with the terms and conditions of the Agreement

SCHEDULE 3

TERRITORIES

All rights granted under this Agreement are subject to the Licensor and Licensee holding a valid license enabling operating in each stated Territory and fulfilling all other requirements of this Agreement. A territory herein included in which Licensee shall not be substantially active (with the Games and subject to the terms of the Agreement) within 6 months of the date hereof, shall be automatically removed from the list.

License Territories: where lawful under Licensee's gaming license, excluding without limitation

Restricted territories: USA, Netherlands, France, United Kingdom, Australia, Spain, Dutch West Indies, Aruba, Bonaire, Saba, Statia, Dutch St Martin and Curacao.

SCHEDULE 4

SERVICES

LICENSOR shall exercise reasonable efforts to keep the Service available twenty four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond LICENSOR 's control. The Parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, LICENSOR makes no guarantee that any given user will be able to access the Service at any given time. There are no assurances that access will be available at all times and uninterrupted, and LICENSOR shall not be liable to Licensee, End User or any third party for any unavailability of the Service if any internet interruptions or connection problems are caused by third party and not by action or omission to act of the LICENSOR.

LICENSOR may at any time, without notifying Licensee, make changes to the Service which are technically necessary, if they do not affect the general nature or quality of the Service or change the Service with effect on the License and/or compliance with the License.

Exclusions from Support & Maintenance Services provision:

The scope of the support and maintenance services to be provided by Licensor shall **NOT INCLUDE** the following:

1. Any Licensed Material or any part thereof that has been altered, damaged, and/or modified by LICENSEE, or by any End-User or by any third party, except as authorized in writing by LICENSOR;
2. Functionality failure of any related third-party platforms, modules, features, systems, products, hardware and software;
3. Any new, additional, modified and/or upgraded operating system and/or auxiliary software which will be used in connection with the operation of the Software other than the one which shall be agreed upon and which shall be specified herein.

System Availability

The System will be available to Licensee's End-Users 24/7 unless closed for maintenance updates, software upgrades, bug fixes, other necessary patches or Force Major. While maintaining its services, the services might be down and the system will not run at the End-Users computers.

Data Back-up and Recovery Procedures

LICENSOR holds all records of financial transactions for unlimited period of time and game transaction logs for a period of one month.

By: **NETGAME ENTERTAINMENT N.V.**

Name: Mr. Oleksandr Nikolaienko

Title: UBO

Date: 17/06/2024

Stamp, Signature

By: **LUXSOFT N.V.**

Name: Anatolii Snehirov

Title: UBO, Attorney

Date: 12/06/2024

Stamp, Signature