

GAME CONTENT DISTRIBUTION AGREEMENT

DISTRIBUTION of AMAZETECH N.V. GAME CONTENT

This agreement (the “**Agreement**”) is made and entered into the **21st of June 2024** (hereinafter – **Effective Date**), by and between:

GRRR TECH B.V., a game provider company incorporated in Curacao with company registration number 166739 and with its administrative address at Emancipatie Boulevard, Dominico F. “Don” Martina 31, Willemstad, Curacao, (hereinafter referred to as **LICENSEE**), and

AMAZETECH N.V., a company incorporated in Curacao with company registration number 159229 and with its administrative address at 6983245 whose registered office is at 390 NE 191st St #8001, Miami, FL 33179, (hereinafter referred to as the “**COMPANY**”).

INTRODUCTION

This Agreement sets out the terms and conditions governing the collaboration between the COMPANY and LICENSEE for the incorporation of the COMPANY’s game content to the distribution platform of LICENSEE and its clients. LICENSEE will allow the use of the COMPANY’s game content by LICENSEE’s customers, referred to as clients/operators, for use by such customers in the operation of the customers interactive gaming businesses.

1. DEFINITIONS

1.1. This Agreement is to be interpreted in accordance with the following definitions:

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| “Branded Games” | Means games which have a theme or content incorporating or depicting a well-known third-party brand under approval from the third party. |
| “Live Casino Games” | Or “ Games ”, Means live dealer casino games to which the COMPANY provides the Licensee under this Agreement. |
| “Confidential Information” | <p>Shall mean:</p> <ul style="list-style-type: none">(i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;(ii) the terms of this Agreement and the negotiations relating to it;(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a party and training courses and materials and know-how relating thereto; <p>except to the extent that such information: (a) is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or (b) was lawfully in the receiving party’s possession prior to disclosure by the other party; or (c) has been subsequently received by a party from a third party without obligations of confidentiality; or (d) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority provided, however, that the receiving party shall provide prompt prior written notice thereof to the disclosing party, in order to enable it to seek a protective order or otherwise prevent or contest such disclosure and reasonably cooperates with the disclosing party in attempting to limit or prevent such require disclosure.</p> |

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“End User” and “End Users”	Means one or more of LICENSEE’s and/or the Operators’ customers who play the Games on their online platforms/websites.
“End User Software”	Means such Flash and HTML5 software as is downloaded by an End User when playing the Games, whether stored on the End User’s computer terminal or device or not.
“Intellectual Property”	includes generally inventions, designs, processes, formulae, notations, improvements, all financial information of the COMPANY, know-how, goodwill, reputation, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Product particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Product or any part of the Product.
“Intellectual Rights”	Property includes patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering , in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.
“Gross Gaming Revenue”	Or “GGR”, for all Games of the COMPANY it shall be an amount equal to the total nominal or face value of the wagers placed by End Users on the Games during a calendar month less the total winnings. Monthly Gross Gaming Revenue (GGR) means such aggregate sum as may be calculated in any calendar month in respect of all Live Casino Games, as follows: the aggregate of Bets less Winnings, (before taxes and mandatory payments) where: Bets means all aggregate sums wagered by End Users on the Live Games in that month; and Winnings means all winnings by End Users participating in any of the Live Games during that month.
“Regular Fees”	Means COMPANY’s ongoing fee which is payable by LICENSEE and which is calculated in accordance with Appendix A to this Agreement.
“Operators”	Means LICENSEE’s clients who are allowed by LICENSEE under this Agreement to use the Product in the operation of their own interactive gaming businesses.
“Services”	Means any activities performed by the COMPANY related to or in support of the provision and operation of the Product and Live Casino Games.

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“Product”	Means the proprietary and third party flash and HTML5 ready to use by the end user software suite (which includes all current releases and Upgrades, but excludes directly licensed Third Party Games and all third party software) made available to LICENSEE by or on behalf of the COMPANY, including without limitation, the End User Software, the Platform the Games and all ancillary and supporting matter including all other administration and financial processing and monitoring Products, application programming interfaces, and any back-office software and tools, and any instructions, training notes and information, maintenance and operating information, oral or otherwise.
“Third Party Games”	Means games which may from time to time be licensed to LICENSEE by the COMPANY or directly by third parties and which are able to be run on the online gaming platforms.
“Trade Marks”	Means the COMPANY’s or its licensor’s trademarks whether registered, registrable or at common law, including but not limited to Game names, logos, slogans and images.
“Upgrade”	Means any: (i) change or amendment to, or upgrade or new version of the Product; and (ii) any new release of the Product.
“Tips for the Dealers”	means an additional feature of the Games that enables End users/players/customers to make voluntary payments (tips) to certain dealers as a gratuity for the services provided, separately from the bets made by users. The amount of these payments (tips) is at the discretion of the End Users.

2. DISTRIBUTION AND PRICE

- 2.1. The COMPANY hereby grants LICENSEE, on the terms of and subject to this Agreement, a limited, non-exclusive, non-transferable and personal license to i) make the GAMES content available to the Operators for use so that the Operators are able to make the Games available to End Users to play via the internet. The license is granted to LICENSEE.
- 2.2. The Games to be included in the Product will be further agreed by the Parties during the integration stage.
- 2.3. The fee for make use of the Product is the Regular Fees which are payable in the manner set out in Clause 4. The COMPANY shall provide the Services to LICENSEE as set out herein, in consideration for the payment of contributions by LICENSEE.

3. INSTALLATION, LICENSEE RIGHTS AND RESTRICTIONS

- 3.1. As soon as practicable after signature of this Agreement, the COMPANY shall make its games and content available to LICENSEE to use as set out herein.
- 3.2. LICENSEE shall ensure that no third party (other than the Operators in accordance with the terms of this Agreement, and End Users for the sole purpose of playing the Games) uses or accesses the Product, nor shall LICENSEE use the Product on behalf of or for the benefit of any third party in any way whatsoever, unless LICENSEE has obtained the COMPANY’s prior written consent.
- 3.3. Before entering in contracting with any potential Operator, LICENSEE shall ensure to obtain COMPANY’s express written prior approval. For this purpose, LICENSEE will previously notify the COMPANY about a new Operator but not later than 20 working days before entering in contracting and the terms of the revenue share condition by an Amendment to this agreement including the names and revenue share condition agreed with the client/operator. Company shall provide approval or disapproval within 10 working days after receiving notification.

In order for LICENSEE to ask for the COMPANY’s approval for publishing its games and content to

client/operators, LICENSEE shall inform the COMPANY through a written document, to be considered an amendment to this agreement, (i) the identification, and (ii) the revenue share terms that would rule the relationship with the client/operator, based on the aforesaid aspects. The COMPANY shall freely decide whether to give his approval or not in writing on such Amendment.

LICENSEE agrees that, notwithstanding the foregoing, the COMPANY shall be entitled to suspend or withhold the provision of the Product or suspend or withhold any particular Operator's use of the Product, until LICENSEE has satisfied its obligations under this clause 3.3 in full. The COMPANY shall immediately notify the LICENSEE of such a suspension or withholding. The COMPANY reserves the right, in its sole discretion, to refuse LICENSEE the right to transfer the use of the Product to any particular Operator.

- 3.4. As a condition precedent to the provision of the Product by the COMPANY, LICENSEE shall provide the COMPANY, if requested, with proof in a form acceptable to the COMPANY, acting reasonably that each Operator using the Product holds a current and valid gaming license in the jurisdiction where the Operator conduct their gaming business, covering all the activities contemplated by this Agreement to be performed by the Operators (the "**Gaming Distribution**"). With effect from the date on which the Product takes its first real money wager from an End User and at all time during the remainder of the term of this Agreement.
- 3.5. LICENSEE undertakes that it will ensure that each Operator will not, without the COMPANY's prior written consent: i) make any of the Games available for free-play without such Game(s) also being made available at the same time for real-money.
- 3.6. This Agreement shall not be deemed to extend to any software or materials of the COMPANY other than the games content, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by the COMPANY.
- 3.7. LICENSEE hereby acknowledges that it is allowed to use and to transfer the right to make use of the Product only in accordance with the express terms of this Agreement and not further or otherwise.
- 3.8. LICENSEE acknowledges that neither it nor any Operator, shall at any time be permitted to have any access to the server that host the Games and the associated software and databases, wherever they may be.
- 3.9. LICENSEE agrees that under no circumstances shall LICENSEE or the Operators move, remove, deface or alter the Trade Marks, in any way whatsoever without the COMPANY's prior written consent. LICENSEE undertakes not to use the Trade Marks or allow the Trade Marks to be used in a manner that may have an adverse effect on the value or goodwill of the Trade Marks, that may dilute the Trade Marks or that may bring the COMPANY, its licensors or any of the Trade Marks into disrepute.
- 3.10. LICENSEE agrees that the Live Casino Games shall not be available in the following restricted territories (countries, regions):
Afghanistan, Algeria, American Samoa, Bahrain, Belarus, Brazil, Brunei Darussalam, Cambodia China, Cook Islands, Cuba, Cyprus Eritrea, Ethiopia, French Polynesia, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Jordan, Kosovo, Kuwait, Laos, Lebanon, Libya, Macao, Malaysia, Maldives, Marshall Islands, Mauritania, Monaco, Morocco, Myanmar, New Caledonia, North Korea, Northern Mariana Islands, Oman, Pakistan, Poland, Puerto Rico, Qatar, Romania, Russian Federation, Saint Barthélemy, Saudi Arabia, Singapore, Somalia, South Africa, South Korea, Sudan, Syrian Arab Republic, Taiwan, Tokelau, Thailand, Tunisia, Turkey, United Arab Emirates, Uruguay, Uzbekistan, Virgin Islands (U.S.), Wallis and Futuna, Yemen, Japan, USA, UK , Ukraine
and at all jurisdictions with weak measures to combat money laundering and terrorist financing (AML/CFT) in accordance with the FATF Public Statements.
The LICENSEE is solely responsible for complying with all applicable legal regulations while making the Casino Games available to End Users, including the requirement to act under appropriate license or special permission, if necessary. COMPANY shall not be liable for making the Casino Games available to End Users in jurisdictions where the provision of such services is prohibited or if some local registration or certification of the Casino Games will be needed. COMPANY shall not be liable for making the Games available to End Users in jurisdictions where the provision of such services is prohibited.

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- 3.11.** The COMPANY reserves the right to remove any Game from the licensed Product. Where reasonably practicable, the COMPANY will notify LICENSEE in writing prior to the effective date of the removal of the Game. The COMPANY will not remove a Game without reasonable cause. Without limiting the generality of the foregoing, LICENSEE acknowledges, if the COMPANY uses third party games, that the COMPANY is licensed by the providers of such third parties to use such third parties' brands, logos and other Intellectual Property in relation to, inter alia, Games ("**Third Party Property**") and that the COMPANY may from time to time be obliged to remove a Game from the Product where the COMPANY's license to use such Third Party Property expires, is revoked or is terminated and LICENSEE and Operators will have no claim and/or complaint against the COMPANY with that regards.
- 3.12.** The COMPANY may, upon written notice, to LICENSEE, require LICENSEE to cease taking wagers from End Users located in any particularly defined territorial area (such as, without limitation, a country, state, or province) if the COMPANY reasonably believes that taking such wagers is likely to be illegal, or the licensing of the Product for play by End Users in such areas is likely to be illegal.
- 3.13.** The COMPANY will not be able to directly offer its Game Content to any current clients of LICENSEE. Understanding this way the good ethical behavior.
- 3.14.** LICENSEE undertakes to ensure that: i) the full agreement between LICENSEE and each Operator in terms of which the LICENSEE allows the Operator to make use of the Product, is in writing and that it grants the Operators no more rights to the use of the Product, and imposes on the Operators no lesser restrictions on the use of the Product (but will impose the additional restriction that an Operator shall not be entitled to further transfer the right to make use of the Product), than are held by, or imposed on LICENSEE under this Agreement.

4. PAYMENTS

- 4.1.** In consideration of the rights granted herein and the Games to be provided under this Agreement, Licensee agrees to pay the COMPANY the Fees as described on **APPENDIX A**.
- 4.2.** All Regular Fees, plus any applicable VAT thereon, shall be paid in arrears by LICENSEE to the COMPANY or its authorized payment agent's bank account monthly in Euros by bank transfer to arrive for value no later than within 14 business days after the LICENSEE receives an invoice from the COMPANY. LICENSEE agrees to pay the sums due to the COMPANY under this Agreement punctually and without previous demand.
- 4.3.** Should LICENSEE fail to make any payment in full on the due date under this Agreement, then, without limiting any of COMPANY's other rights and remedies in such event, the amount due shall carry interest at the default rate of the lesser of (i) 3% per annum above the London Interbank Offering Rate (LIBOR) from time to time, or (ii) the highest rate permitted by Applicable Law, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly.
- 4.4.** For the avoidance of doubt, any win by an End User on any of the Games, shall be paid by the Operator to the End User in the ordinary course of the Operator's business, and not be paid or funded by LICENSEE.
- 4.5.** In the event that the generated from Live Casino Games overall GGR is a negative number, the License Fee attributed to such a forementioned revenue will be zero. The percentage from GGR mentioned in Appendix A to this Agreement is counted from overall positive amounts from all provided Live Casino Games. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to Company.
- 4.6.** Each of the parties is solely responsible for the payment of taxes and/or mandatory fees that must be paid by such a party. Each party, when invoicing, indicates the cost, considering all necessary taxes.

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- 4.7.** All Fees are invoiced in Euros. If the LICENSEE pays in a currency other than that specified in this clause, then the parties agreed on the following conversion conditions to convert the payment currency into Euro. The following website is to be used: <https://www.oanda.com/fx-for-business/historical-rates> (OANDA exchange rates, Mid price, monthly frequency). The exact exchange rate is to be taken as the average monthly rate of the reporting month (month indicated as month of service provision in the appropriate invoice settled by the COMPANY). Under any circumstances the LICENSEE is instructed to have a preliminary acceptance of the COMPANY of the possibility to accept the payment nominated in currency other than EUR.
- 4.8.** Exchange Rates: It is acknowledged between the Parties that COMPANY may use the/ exchange rates from Open Exchange Rates (UK) Limited (<https://openexchangerates.org/>). Exchange rate is taken at the moment of making bet by the End User. This clause may be amended by the agreement of the Parties.
- 4.9.** The Parties have agreed that the payments under this Agreement will be made to the bank requisites of the COMPANY the will be indicated in each separate invoice issued to the LICENSEE.

5. WARRANTIES AND UNDERTAKINGS

- 5.1.** LICENSEE hereby warrants and confirms that neither it, nor the Operators or any of their employees and associated parties will attempt to or permit any other party to attempt to:
- 5.1.1. view any of the coding of the Product or any software provided to LICENSEE by the COMPANY;
 - 5.1.2. reverse engineer any of the coding of the Product or any software provided to the LICENSEE by the COMPANY;
 - 5.1.3. decompile any of the coding of the Product or any software provided to the LICENSEE by the COMPANY;
 - 5.1.4. monitor or in any way replicate (in form or function) the Product, or any part of the Product or any software provided to LICENSEE by the COMPANY;
 - 5.1.5. make use of any data generated by the Product save in the ordinary course of the Operator's gaming business;
 - 5.1.6. alter or modify any part of the Product.
- 5.2.** The Product is software based and LICENSEE acknowledges that it will not run error free or without interruption. The COMPANY acknowledges that it will take all reasonable precautions against software errors and bugs, but it does not warrant that the Product will meet any special requirements of condition, quality, performance, merchantability or fitness for purpose of LICENSEE or of the Operators, or that the Product or any software provided to LICENSEE by the COMPANY, will generate particular revenues or profits for the Operators or LICENSEE.
- 5.3.** LICENSEE must have obtained all information from the COMPANY that is related to the performance of this agreement, in writing. LICENSEE cannot rely upon oral representations made or purportedly made by the COMPANY, or upon descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the COMPANY, which are only intended to convey a general idea of the products and services mentioned in them.
- 5.4.** LICENSEE warrants and covenants each Operator will be solely and exclusively liable for any marketing efforts initiating with respect to the Games including the compliance of such marketing with any advertising, privacy, and anti-spam laws applicable on the relevant markets and regulated territories.
- 5.5.** LICENSEE hereby warrants to the COMPANY to hold it harmless against all losses, costs, damages and claims arising from the use by the Operator of the Product or arising from the inability of the Operator to use the Product as a direct or indirect result of the exercise by the COMPANY of any of its rights under this Agreement or the exercise of any remedy available to the COMPANY as a result of a breach by LICENSEE of any provision of this Agreement and/or arising out of any marketing and advertising initiated by LICENSEE or Operator.

- 5.6. The COMPANY is not responsible for the provision of services, Games to end users/players, including for the provision of such services in territories, states where the software and Games received under this agreement from the COMPANY are prohibited and/or have restrictions.

6. INTELLECTUAL PROPERTY

- 6.1. All Intellectual Property Rights in the Product, in any Upgrade and all additions, corrections, and improvements thereto, and any other proprietary software provided by the COMPANY to LICENSEE will at all times remain the property of the COMPANY or its licensors. The intellectual property rights in all work done by the COMPANY or its contractors for LICENSEE remain with the COMPANY and are licensed to LICENSEE hereunder together with the Product.
- 6.2. LICENSEE also covenants with the COMPANY that at any time during the Term and after the termination of this Agreement, LICENSEE shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the Product and/or infringe any of the Intellectual Property Rights of the COMPANY or its licensors.

7. ASSIGNMENT AND CHANGE OF OWNERSHIP

- 7.1. Save as expressly provided herein, LICENSEE shall not assign or otherwise transfer this Agreement whether in whole or in part, without the COMPANY's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 7.2. LICENSEE agrees that it shall provide the COMPANY with at least thirty (30) days advance notice in writing of any pending change to the LICENSEE's beneficial ownership or to the beneficial ownership of any of the Operators (the "**Ownership Notice**").

8. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 8.1. Each party undertakes to and agrees with the other party as follows:
- 8.1.1. to hold any Confidential Information disclosed by, belonging to or about the other party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorised and permitted pursuant to the terms of this Agreement), without the other party's prior written consent;
 - 8.1.2. only to use the Confidential Information disclosed by, belonging to, or about the other Party for the expressly permitted purposes provided in this Agreement;
 - 8.1.3. upon written demand from the other party to either return to the other party the Confidential Information disclosed by, belonging to or about the other party (and any copies) or to confirm to the other party in writing that it has been destroyed.
- 8.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement (howsoever caused).
- 8.3. Each party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 8.

9. TERM & TERMINATION

- 9.1. This Agreement shall enter into effect upon the Effective Date and shall remain in effect for a period of 2 (two) years or thereafter until terminated by either party in accordance with this Section 9 (the "**Term**"). If none of the parties declares termination of this agreement a month before its completion, this agreement is automatically renewed for a period of 2 (two) years.
- 9.2. This Agreement may be terminated by one party (the "**Aggrieved Party**") forthwith by written notice to the other party where any one, or more, of the following events occur:

- 9.2.1. the other party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within ten (10) days of the Aggrieved Party giving notice to the other party to remedy such failure;
 - 9.2.2. if any bankruptcy or insolvency proceedings are commenced against the other party, (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause) or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the other party or the other party's creditors or any class of them.
- 9.3.** The COMPANY may terminate this Agreement forthwith on giving written notice to the LICENSEE if any of the following events occur:
- 9.3.1. LICENSEE breaches any provision of clauses 3, 4, 5, 6 and/or 8;
 - 9.3.2. LICENSEE or any Operator uses, or attempts to use, the Product in any manner or form that is illegal, or that is reasonably likely, in the sole opinion of the COMPANY acting reasonably to bring the Product, the COMPANY or the COMPANY's licensors, into disrepute, or have a material adverse effect on the goodwill of the COMPANY (including any Trade Mark) or the Product;
 - 9.3.3. The COMPANY is prevented by any authority or any official body from complying with the obligation under the Agreement, including the provision of the Product, Games, or any service and product provided to LICENSEE under the Agreement.
- 9.4.** The COMPANY may, within sixty (60) days following receipt by the COMPANY of the Ownership Notice (as defined in clause 7.2 above), immediately terminate the Agreement by written notice to the LICENSEE.
- 9.5.** Either party may terminate this Agreement without cause by giving the other party not less than thirty (30) days written notice of termination.
- 9.6.** In addition to the abovementioned, it is hereby clarified that the Product, services, Games, or Third Party Games, provided to LICENSEE by the COMPANY may include services or products provided by third party service providers, thus LICENSEE acknowledges and is aware that termination by third party service providers of any service or product provided may have immediate effect on the provision of the Product, Games, services or Third Party Games and such effect is beyond the span of control of the COMPANY and the COMPANY will not be held liable for the aforementioned. Despite the aforementioned, to the extent possible, the COMPANY will provide LICENSEE with notice informing LICENSEE regarding any such stoppage of any product or service, Game, Product or Third-Party Games as herein mentioned.

10. EFFECT OF TERMINATION

10.1. Upon termination of this Agreement for whatever reason:

- 10.1.1. LICENSEE shall promptly return to the COMPANY all of the Product and all Intellectual Property Rights licensed, supplied or delivered by the COMPANY to LICENSEE pursuant to this Agreement and all copies of the whole or any part thereof, and the parties shall promptly return to or if requested by the other destroy, any Confidential Information belonging to the other and, if requested by the COMPANY, LICENSEE shall, in the case of any software supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to the COMPANY that it has been destroyed;
- 10.1.2. The COMPANY shall be entitled to cease providing any services to LICENSEE, and to cease operating any hardware and software that is being operated for LICENSEE by or on behalf of the COMPANY under this Agreement, and delete all or any part of its Product from any place of installation thereof;
- 10.1.3. LICENSEE and the Operator shall cease to use the COMPANY's or its licensor's trade secrets and technical know-how.

- 10.2.** Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

11. GAMING BY LICENSEE AND OPERATORS

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- 11.1.** No officers or employees at whatever level, of LICENSEE or of any Operator, shall make real money wagers on any of the Jackpot Games. LICENSEE undertakes to use all reasonable endeavors to enforce this restriction. If any such person shall win a Jackpot Win, such win shall not be paid out to the winner. LICENSEE shall maintain, and shall ensure that each Operator maintains, in its terms and conditions upon which persons gamble with the LICENSEE and the Operators, such terms and conditions as may be necessary to enforce this restriction.

12. PAYMENT OF PLAYERS

- 12.1.** Subject to the provisions of clause 4.4, LICENSEE shall, and shall ensure that the Operators, pay all of their debts to their End Users at the earliest of: (a) when due under their engagement with such End Users; or (b) within fourteen (14) days of the date their End Users calls for the payment of the debt.

13. COMMENCEMENT AND DURATION

- 13.1.** This Agreement begins on the **Effective Date** specified in the preamble of this Agreement, on page 1 and will continue thereafter, unless it is terminated in accordance with the provisions of clause 9.

14. LIABILITY

- 14.1.** Nothing in this Agreement shall exclude or restrict liability for fraud, or death or personal injury resulting from the negligence of either party or their servants, agents or employees.
- 14.2.** Neither party shall be liable to the other for any indirect, consequential or special damages or loss of profits or any other pure economic loss arising out of or in connection with this Agreement.
- 14.3.** ASIDE AS EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT, THE COMPANY PROVIDES THE SERVICES "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS." THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THE COMPANY WITH RESPECT TO THE PRODUCT, GAMES AND ANY ADDITIONAL PRODUCT PROVIDED LICENSEE AND OPERATOR. EXCEPT AS OTHERWISE SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, GAMES AND OPERATOR'S AND/OR END USERS' USE THEREOF. THE COMPANY WAIVES ANY AND ALL WARRANTIES THAT MAY BE IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 14.4.** Save for any Regular Fees or Contributions owing, which shall remain due and owing until paid, each party's aggregate liability to the other whether in contract tort or otherwise (including negligence) shall be limited to the amounts actually paid by LICENSEE to the COMPANY in the course of the four (4) months period preceding the event giving rise to such liability for all causes arising out of this Agreement. It is hereby clarified that the limitation of liability herein will not apply to any breach by LICENSEE or the Operator of the COMPANY's Intellectual Property Rights, including but not limited to section 5.1 and 6 and 8 under this Agreement.

15. SUPPORT

- 15.1.** The COMPANY will use its reasonable commercial endeavors to provide LICENSEE with a reasonable technical back-up and support for the Product, provided that LICENSEE is using the latest Upgrades and is adequately staffed with reasonably competent personnel.

16. NOTICES

- 16.1.** Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

To LICENSEE at:

To the COMPANY at: Arpine Sargsyan

Handwritten signature

16.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, or by courier or registered post, or by first class pre-paid letter, or by facsimile transmission and shall be deemed to have been served when delivered if delivered by hand, if by first class post seven days after posting, and if by facsimile transmission supported by printed confirmation report when dispatched, and if by courier or registered post when signed for.

17. PERSONAL DATA POLICY

17.1. To the extent that the COMPANY processes any “personal data” (as defined by the Data Protection Act 1998), COMPANY shall:

17.1.1. process “personal data” only:

- (a) for the purposes of performing its obligations under this Agreement; and
- (b) in accordance with the instructions of LICENSEE

the LICENSEE shall treat this “personal data” as Confidential Information, and the provisions of this Agreement in relation to Confidential Information shall apply.

17.2. Each Party acknowledges and agrees that:

17.2.1. in connection with this Agreement only; and

17.2.2. to the extent that it processes ‘personal data’ (as the term is defined under Data Protection Legislation) where the other party is the ‘controller’ of that personal data, it shall process such ‘personal data’ in full accordance with Data Protection Legislation, good industry practice and in accordance with any reasonable instructions given by the other party.

17.3. LICENSEE shall provide adequate security in its processing of personal data of the COMPANY in line with good business practice, to protect the same from accidental destruction, loss and/or unlawful use.

17.4. Parties shall not disclose personal data processed under this Agreement except in a manner which is collective, statistic and does not identify the person/s to whom the data relates.

18. MISCELLANEOUS

18.1. Headings. The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

18.2. Sub-Contracting. The COMPANY shall be entitled to use sub-contractors to provide the Services or any part thereof.

18.3. Data Protection. LICENSEE hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

18.4. Entire Agreement. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No statements or representations made by either party have been relied upon by the other in agreeing to enter into this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

18.5. Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.

18.6. Waiver. Any forbearance delay or indulgence by either of the parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right power or remedy available to that party is exclusive of any other right, power or remedy available to that party and each such right power or remedy shall be cumulative.

18.7. Counterparts. This Agreement may be executed in any number of identical counterparts with the same effect as if all parties hereto had all signed the same document.

18.8. Governing Law; Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, the validity or termination, shall be governed exclusively by the laws of England and Wales. Any disputes that may arise from or regarding this Agreement, either as considered as a dispute by both parties or otherwise, on the basis of an agreement concluded between the parties or as a result of further agreements that arise from such an agreement, shall be settled exclusively by the arbitration procedure on terms agreed by both Parties in the separate Arbitration agreement.

18.9. Force Majeure. Except for the COMPANY's payment responsibilities, neither Party will be liable for any failure or delay in performance under this Agreement due to an event beyond its reasonable control. If the failure is due to an event beyond its reasonable control, provided that:

18.9.1. It promptly notifies the other Parties in writing of the nature and extent of the force majeure event causing its failure or delay in performance;

18.9.2. It could not have avoided the effect of the force majeure event by taking precautions which, having regard to all the matters known to it before the force majeure event, it ought to reasonably have taken and did not; and

18.9.3. It has used all reasonable endeavors to mitigate the effect of the force majeure event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.

18.9.4. If the force majeure event prevails for a continuous period of more than thirty (30) days, any Party may terminate this Agreement forthwith by written notice to the other Party. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

18.10. A non-solicitation agreement. As long as the agreement remains in effect and for a period of one year from its termination the parties agree not to induce or attempt to induce directly or indirectly each other's employees or/and contractors, subcontractors. To knowingly solicit, hire or engage does not include and as a result does not prohibit within the meaning of this clause hire or engagement that is a result of a response of employee or contractor to public job posting made by either Party. If one of the parties, when hiring an employee or engaging the contractors, finds out or knows that they worked for the other party, then such party undertakes to coordinate this employment/engagement with the other party.

19. DISPUTE RESOLUTION PROCESS

In the event of a dispute, claim or controversy between the Parties in relation to this Agreement (a "**Dispute**"), the Parties agree that they shall participate in good faith in the following dispute resolution process:

The Party alleging the Dispute shall provide written notice to the other Party of the relevant and material issues surrounding the alleged Dispute, or other issues as such Party determines are relevant to resolution of the Dispute.

Within forty-eight (48) hours of receipt of such notice, each Party shall appoint a designated representative (the "**Representatives**"). Such Representatives shall meet within five (5) Business Days of such notice, via teleconference call or otherwise, to discuss the alleged Dispute and to determine a course of resolution (the "**First Meeting**").

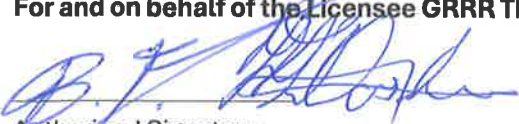
Should the Representatives not have agreed to a written resolution of the Dispute within ten (10) Business Days of the First Meeting, the Representatives shall conduct a further meeting within five (5) Business Days of the end of such ten (10) day period to resolve all outstanding issues (the "**Second Meeting**").

Should the Representatives not have agreed to a written resolution of the Dispute within ten (10) Business Days of the Second Meeting, then either Party shall be entitled to terminate this Dispute resolution process upon

written notice to the other, and the Parties will proceed to arbitration.

For and on behalf of the Licensee GRRR TECH B.V.

For and on behalf of the Company AMAZETECH N.V.


Authorized Signatory

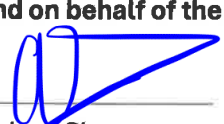
Name: e-Management N.V.

Title: Managing director

Date: **AUG 16 2024**

e-Management N.V.
Managing Director

AUG 16 2024


Authorized Signatory

Name: eMagnus Curacao B.V.

Title: Managing director

Date: **8/29/2024**

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Commercial agreements of the parties
(Fees, Payment and Deposits)

Service / Product	Commercials	Comments
Software Products:		
License Fees	The License Fees for Live Casino Games shall be payable to COMPANY on a monthly basis as follows: The Revenue Share will be: 8% (flat) from GGR (EUR) if GGR is 0 – 500 000 EUR, 7% (flat) from GGR (EUR) if GGR is 500 001 – 1 000 000 EUR 6% (flat) from GGR (EUR) if GGR is above 1 000 000 EUR	
Minimum Guarantee	The minimum guarantee is not applicable.	

LICENSEE can offer the COMPANY 's Gaming Content to its clients/operators upon notification to the COMPANY specifying the name of the client, the URL/s and region/s of the operator/s. The COMPANY reserves the right to request to its clients/operators the Due Diligence documentation that is necessary in each case.

Other Payment conditions are set forth in Clause 4 of this Agreement.

For and on behalf of the Licensee GRRR TECH B.V.

Authorized Signatory
Name: e-Management N.V.
Title: Managing director

e-Management N.V.
Managing Director

AUG 16 2024

For and on behalf of the Company AMAZETECH N.V.

Authorized Signatory
Name: eMagnus Curacao B.V.
Title: Managing director

8/29/2024

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Service Level Agreement

Planned Releases & Scheduled Downtime

Release Notice	Frequency	Notes
48 Hours	Monthly	Coordinated to avoid sensitive times and peak traffic.

Uptime Target KPI

Uninterrupted service	98.50%	*Excludes planned releases and scheduled downtime.
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Support Team & Process

Key Licensor Contacts

Technical Contact	Mikhail Iashchuk mikhail.iaschchuk@beter.live
Account Manager	George Arabatlian george.arabatlian@beter.live

Key Licensee Contacts

Product Manager	ceo@vivatgaming.com
Technical Project Manager	ceo@vivatgaming.com

Issue Prioritization Classification

All incoming support requests will be prioritized and classified as follows:

Issue Level	Description	Target KPI's within...
P1	Critical issues which prevent the fundamental operation of the product. All customers are affected. X Players can't transact X Product not loading / not functioning / accessible at all. X Compliance issues that require urgent redress	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 45 minutes
P2	Major issues which will have an impact on revenue or significant impact on customer experience. Individual customers are affected.	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 1 day
P3	Minor issues, any issues commonly termed "bugs" of any other severity than P1 and P2.	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 7 days
Feature Request	If an issue turn out to be a change request / new feature / new functionality.	N/A
Unable To Reproduce	Issue has gone away or more information is required in order to verify the issue exists.	Increases verification time depending on how fast all required information can be provided

Support Team Operating Hours & Contact Details

Support Team Operating Hours	Definitions
Regular Office Hours	09:00 to 17:00, Monday to Friday. (Central European Time)
Out Of Office Hours	Any of the following: - Any time not covered by "Regular Office Hours" above. - National vacation days in Ukraine (Public Holidays)

Channel	Usage	Availability	Contact
Skype Group	P1,P2,P3	● Regular Office Hours	https://join.skype.com/H14KPqStowlb
Email	P1,P2,P3	● Regular Office Hours	tech.support@beter.live , mikhail.iaschchuk@beter.live
Mobile Phone	P1,P2	● Regular Office Hours ● Out Of Office Hours	+380987124220

For and on behalf of the Licensee GRRB TECH B.V.

Authorised Signatory

Name: e-Management N.V.

Title: Managing director

e-Management N.V.
Managing Director

AUG 16 2024

For and on behalf of the Company AMAZETECH N.V.

Authorised Signatory

Name: eMagnus Curacao B.V.

Title: Managing director

8/29/2024