

GAME CONTENT DISTRIBUTION AGREEMENT

This **GAME CONTENT DISTRIBUTION AGREEMENT** (this “Agreement”), is entered into this 29th day of April 2025 (the “Effective Date”), by and between **BOLERTECH GROUP LIMITED**, a company formed in Hong Kong and having a principal address at Suite 1-2 34/F., 135 Bonham Strand Trade Centre, Sheung Wan, Hong Kong (“LICENSOR”), and **GRRR TECH B.V.**, a company incorporated under the laws of Curaçao, with registration number 166739, with office address at Emancipatie Boulevard, Dominico F. “Don” Martina 31, Willemstad, Curaçao (“COMPANY”).

WHEREAS, LICENSOR controls certain Internet gaming computer software known as “SpinLogic Gaming Casino Software” and is the worldwide master licensor of “RTG Slots Gaming Casino Software” which consists of certain types of casino game applications (the “Games”);

WHEREAS, COMPANY desires to distribute and otherwise make available the Game Content from LICENSOR.

AGREEMENT

1. LICENSE.

(a) **License Grant.** LICENSOR hereby grants to COMPANY during the Term (defined herein) and within the Territory (defined herein), a non-exclusive license to distribute, use and sub-license the Game Content utilizing its system in accordance with Section 2 herein (the “License”). For avoidance of any doubt, Licensor will provide the Game Content only, whereas Company will support the Game Content in its own platform under its sole management.

(b) **Game Content.** The Game Content shall include all updates, enhancements, modifications, additions, and/or deletions (the “Updates”) made available by LICENSOR, or its designee, from time to time.

(c) **Support Services.** LICENSOR, or its designee, shall provide all Updates and necessary support services to maintain the Game Content for Company (the “Support Services”).

2. LICENSE FEE AND TERRITORY.

(a) **Amount.** For the grant of the License by LICENSOR, COMPANY shall pay to LICENSOR all monthly license fees, from COMPANY’s distribution and use of the Game Content in accordance with the attached Schedule 1 (the “License Fees”). The License Fees shall be paid monthly, within fifteen calendar days (15) following the end of such month and after an invoice has been generated by LICENSOR and delivered to COMPANY; payable to LICENSOR’s banking institution of choice, of which may change from time to time, at LICENSOR’s discretion. Failure to pay the License Fees by the Due Date will result in a late fee of 0.167% monthly (2% per annum) (the “Late Fees”).

(b) **Taxes.** COMPANY shall be responsible for all taxes levied, including VAT, against and upon the Game Content due to this Agreement.

(c) **Territory.** The Territory of the License granted by this Agreement shall be **the entire world**, in accordance with schedule 1. For avoidance of all doubt, Asian Markets shall not include Philippines, Hong Kong, Oceania, Russia, and all countries formally part of the Soviet Union.

3. **TERM AND TERMINATION.**

(a) **Term.** The Term shall be for one (1) year commencing on the Effective Date herein (the "**Term**") and shall automatically renew for subsequent renewal term(s) (the "**Renewal Term(s)**") unless the Parties mutually agree in writing not to renew within ninety (90) days before the termination date of this Agreement or any Renewal Term(s).

(b) **Termination.**

(i) Either Party may terminate this Agreement before the end of the Initial Term or any subsequent Renewal Term(s) for a material breach hereof by providing the Party alleged to have breached written notice with a chance to cure within fifteen (15) calendar days from receipt of said written notice. The Parties agree that a violation of any provision of Section 2 shall be considered a material breach.

(ii) LICENSOR may terminate this Agreement immediately and without notice before the end of the Initial Term or any subsequent Renewal Term(s) if COMPANY is Idle (as defined herein) after three (3) months or more. "Idle" shall be defined as COMPANY having no activity with the Game Content or COMPANY having zero to low performing Gross Gaming Revenue (as defined in Schedule 1 attached hereto) subject to Company discretion.

(c) **Effect of Termination.** Upon termination for any reason of the Term of this Agreement or any subsequent Renewal Term(s) (the "**Termination Date**"), COMPANY shall within five (5) calendar days of such Termination Date, return to LICENSOR all copies of the Game Content, and all copies of technical materials, brochures, marketing materials and the like, and shall immediately cease distribution and use of all Game Content.

4. **GENERAL PROVISIONS.**

(a) **Independent Contractors.** The relationship of LICENSOR and COMPANY established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to constitute that the Parties are partners, joint venturers, co-owners, or otherwise as participants in any joint venture or common undertaking.

(b) **Confidentiality of Agreement.** The Parties agree that the terms and conditions of this Agreement and all other Confidential Information (as defined herein) shall be treated as confidential information. "Confidential Information" shall mean information related to the proprietary and confidential business, information, and activities of the other Party, including such

Party's trade-secrets, financial information, and any information identified or marked as "confidential."

(c) **Governing Law.** This Agreement shall be interpreted under the laws of England and Wales.

(d) **Successors and Assigns.** This Agreement shall not be assigned or transferred by COMPANY, without prior written consent of LICENSOR, which shall be at LICENSOR's sole discretion. LICENSOR may assign this Agreement at its sole discretion by providing notice to COMPANY.

(e) **Severability; Waiver.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect. The waiver by a Party of a breach of any provision of this Agreement by another Party will not be considered as a waiver of any other or subsequent breach. All waivers must be in writing.

(f) **Headings.** The headings used herein are intended for convenience only and shall not be deemed to supersede or modify any provisions.

(g) **Counterparts.** This Agreement and any Schedule may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile, e-mail, or any other electronic or digital means shall be deemed original.

(h) **Modifications.** No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

(i) **Entire Agreement.** This Agreement, including any Schedules, constitutes the entire agreement between the Parties and supersedes all other agreements or discussions, oral or written, relating to the provision of any services and the distribution and use of the Game Content.

(j) **Translated Agreement.** This Agreement, along with any Schedules, may be translated into a second language and executed by both Parties. However, in such an event, if there is any conflict between the two language agreements, the Parties agree that the English version will control.

IN WITNESS WHEREOF, the Parties hereto duly executed this Agreement as of the Effective Date first set forth above.

BOLERTECH GROUP LIMITED

By:  _____

Name: Pablo Najjar

Title: Director

GRRR TECH B.V.

By:   _____

Name: e-Management NV

Title: Director

Schedule 1

COMPANY CASINO URL(S), LICENSE FEES AND PAYMENT TERMS

Company Casino URL(s):

License Fees:

Monthly Fees

The Monthly Fees, for each calendar month (or pro-rata portion thereof) is based upon the Gross Gaming Revenue (as calculated below) of the immediately prior calendar month. The Monthly Fees are equal to the product of (i) the Gross Gaming Revenue, *multiplied by* (ii) the following applicable percentage:

a. *For RTGslots games to be used in Asia markets*

Gross Gaming Revenue	Applicable Percentage(s)
€1+	3%*

b. *For SpinLogic Gaming games to be used in Western Markets in non-US aggregation)*

Gross Gaming Revenue	Applicable Percentage(s)
EUR €1-€1.000.000	5%*
EUR €1.000.001-€2.000.000	4.5%*
EUR €2.000.001+	4%*

Any and all royalties generated by the each market will have an Applicable Percentage rate, regardless as to the Gross Gaming Revenue amount, minus bonusing which will be provided monthly. Failure of Company to pay the Monthly Fee when due and upon fifteen (15) days' written notice of late payment and a chance to cure therein, LICENSOR may immediately terminate this agreement.

**If COMPANY is not able to reach a relevant Gross Gaming Revenue target within a six-to-twelve-month timeframe, displaying a low performance subject to LICENSOR's own discretion, LICENSOR will then have the right either to adjust the Monthly License Fee or terminate the agreement.*

For avoidance of any doubt, Company shall not be permitted to offer the Licensed Program in North America, unless as a standalone brand and an specific agreement has been duly executed. A Standalone brand shall mean that the Licensed Program is made available on a Company owned URL and website where only Licensor Games are offered and which are not aggregated with any other game suppliers' games.

Calculation of the Gross Gaming Revenue

Total Bet (Minus)
Total Wins (Equals)
"Gross Gaming Revenue"

Payment Terms:

100% of the Monthly Fee, shall be paid by Company by later of (i) the 21st of the month for the month invoiced or (ii) 15 (fifteen) days from the receipt of an invoice for Bolertech. Bolertech shall prepare and submit each invoice within 7 days following the end of each calendar month.

Jackpots, Bonuses and Free Spins: LICENSOR shall not be responsible for payment to COMPANY's end-users or directly to COMPANY for any jackpots, bonuses, or free spins, which are provided by COMPANY. If COMPANY wishes to have access to LICENSOR's Jackpot games, COMPANY shall be required to pay a deposit to LICENSOR in the amount of €1,000 (one thousand Euros) (the "Deposit"). The Deposit shall be paid at least seven (7) calendar days before COMPANY is provided access to the Jackpot games.

SCHEDULE 2

DUE DILIGENCE FORM

1. Basic Company information:

1.1. Full Registered Name:

Grrr Tech B.V.

1.2. Registered Office Address of the Company (including State and Country):

Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad, Curacao

1.3. Legal Nature of the Company (e.g., Corporation, Partnership, Limited Liability Company, etc.):

Limited Liability Company

1.4. Company Registration Number:

166739

1.5. Company Date of Incorporation:

26/03/2024

1.6. Details of the Contact Person (the person duly authorized to provide the information contained herein on behalf of the Company):

Name: Yuri Maniuk
Residential Address: Ukraine, 39600, region Poltavaska, Kremenchuk city, street Kvartal 297, building 9, flat 17
Position: UBO
Date of Birth: 02/12/1982
Place of Birth: Ukraine
Passport number and Country of Issuance: FL402914, Ukraine
Nationality: Ukraine
Cell phone: +35795197173 E-mail: ceo@vivatgaming.com

2. Please provide a list of director(s) and persons legally authorized to represent the company:

Name	Title	email
e-Management N.V.	Managing Director	naomi.clifton@hbmgroup.com
	Chief Operating Officer	ceo@vivatgaming.com
	Finance	fin@vivatgaming.com