

Software License Agreement Gotiya Holdings Limited

SOFTWARE LICENCE AGREEMENT

This Software License Agreement (the **Agreement**) is dated June 10th, 2025

(the **Effective Date**).

BETWEEN

1. **Gotiya Holdings Limited**, a company registered in Cyprus (company registration number HE442109) and with its registered office at Menandrou, 4 Gala Tower, 2nd floor, (the **Licensor**); and
2. **Grrr Tech B.V.**, a company registered in Curacao (company registration number 166739) and with its registered office at Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad, Curacao (the **Licensee**).

The Licensor, Payment Agent and the Licensee individually referred to as a **Party** and collectively as the **Parties**.

BACKGROUND

- A. The Licensor is a software company that develops Licensed Games (and an RGS) to be played by End Users using real or play money.
- B. The Licensee is a B2B game provider who wants to acquire a non-exclusive license to integrate to the Licensor's RGS. The Licensee is further permitted, subject to the terms of this Agreement, to sub-license access to the Licensed Games to third-party operators for end user availability, provided such sub-licensing is conducted in accordance with all applicable laws and with prior notification to the Licensor.

IT IS AGREED

1. DEFINITIONS

- 1.1. **Confidential Information:** Any confidential or proprietary information of whatever nature and in whatever form relating to the party disclosing it or any of its affiliates (the **Disclosing Party**) or any of its customers, suppliers or providers which is not publicly available. Without prejudice to the generality of the preceding sentence, Confidential Information shall include:
 - (a) all information relating to the Licensed Software, including the concepts and ideas behind the Licensed Software (which is the Confidential Information of Licensor),
 - (b) all information relating to the administrative, financial or operational arrangements of the Disclosing Party; and
 - (c) all technical and non-technical information, data, drawings, including the

Documentation, experience, trade secrets and know-how relating to the business affairs, products, services, customers and strategies of the Disclosing Party, which is directly or indirectly disclosed to the other Party (the **Receiving Party**), whether before or after the Effective Date, whether in writing, orally or electronically, including, without limitation, information or data relating to the Disclosing Party's products, IT systems, ideas, software, design methodology, evaluation methodology and criteria, manufacturing processes and related equipment, suppliers, customers, business plans, strategies and financial situation and any notes, memoranda, summaries, analyses, compilations or any other writings relating thereto; and

(d) all analyses, compilations, studies and other documents prepared by or on behalf of the Disclosing Party and/or its employees or advisors.

- 1.2. **Documentation:** User manuals, documents, drawings and other written or electronic materials pertaining to the Licensed Software which were prepared and/or provided by Licensor.
- 1.3. **End User:** A customer who utilizes Licensed Software and related services operated on the Licensee's website.
- 1.4. **Licensed Games:** Games made available to Licensee, from time to time, in RGS and released to Licensee in written release notes.
- 1.5. **Licensee Platform:** Licensee's internet gaming system and related services operated on the Licensee's Website, connected to the RGS pursuant to the rights granted, and subject to the conditions set forth, in this Agreement.
- 1.6. **Licensed Software:** The RGS and the Licensed Games including the communication protocol between them, developed by the Licensor.
- 1.7. **Restricted Territories:** The jurisdictions listed by the Licensor in the following weblink where the promotions, marketing, or offering of online gambling is expressly prohibited or otherwise unlawful:
<https://scatterkings.atlassian.net/wiki/external/ZmNkMDQ0ZTI1MzA2NGQ4OWFjMWZiYmNjMDMzM2NiZGM> If changes are made to the Restricted Territories list, the Licensor shall notify the Licensee in writing within thirty (30) days or as soon as reasonably possible.
- 1.8. **RGS/ Remote Gaming Server:** The server, or servers as may be required, belonging to and hosted by or on behalf of Licensor, upon which all necessary components hereof are installed to perform in accordance with this Agreement, which is linked via the Internet to the Platform. The RGS APIs are not open for Licensees to develop game clients.
- 1.9. **Availability:** Refers to the Platform being accessible and usable by the End User or Licensee, operating in material accordance with the Documentation, with a response time not exceeding 500ms for more than five minutes in fewer than 5% of cases.
- 1.10. **Real Money Wager** refers to a bet or stake placed by a player using actual currency or funds, whether deposited through a financial institution, payment processor, or any other means, with the intention of participating in gaming

activities offered by the online casino. This term excludes any virtual or promotional credits, tokens, or other non-monetary assets that may be used within the gaming platform.

- 1.11. **Real Money Payouts** refers to the disbursement of actual currency or funds to a player by the online casino as a result of the player winning a wager or accumulating winnings through the gaming activities. These payouts are made through financial institutions, payment processors, or other approved methods, and must be withdrawable and usable as legal tender by the player. This term excludes any non-monetary rewards, virtual credits, or promotional items that cannot be converted into actual currency.

2. GRANT OF LICENSE

- 2.1. Licensors hereby grants to Licensee, as of the Effective Date a license and therefore the right to use the Licensed Games deployed to Licensors RGS for commercial exploration from the Licensee's websites. The Licensee may also sub-license access to the Licensed Games to third-party operators, subject to the terms of this Agreement.
- 2.2. The Licensee does not have the right to alter the Licensed Games in any manner unless determined otherwise in this Agreement.
- 2.3. The License is not valid for use by the Licensee in the Restricted Territories.
- 2.4. Licensee has the right to use all or a part of the Licensed Games. In the event a Licensed Game has not been used commercially for three (3) consecutive months the Licensors has the right to disable the Licensed Game and remove it from the list of Licensed Games.
- 2.5. Right to Resell

Subject to the terms and conditions of this Agreement, the Licensee is granted a limited, non-exclusive, non-transferable (except as expressly permitted herein) right to resell access to the Licensed Games to third-party operators ("Sub-Licensees") for use solely in accordance with this Agreement.

The Licensee shall ensure that:

- (a) Sub-Licensees shall not promote, market, offer, or otherwise use the Licensed Games in any of the Restricted Territories;
- (b) Sub-Licensees comply with terms and obligations substantially no less protective of the Licensors's rights as those contained in this Agreement;
- (c) Sub-Licensees' activities do not contravene applicable laws, including but not limited to gambling, anti-money laundering (AML), and data protection regulations.

The Licensee shall notify the Licensors in writing of each Sub-Licensee within five (5) business days of entering into a sub-licensing arrangement, providing the Sub-Licensee's name, jurisdiction of operation, and intended use.

The Licensee shall remain fully responsible and liable for all acts and omissions of any Sub-Licensee.

For the avoidance of doubt, no ownership, title, or intellectual property rights in the Licensed Software or Licensed Games are assigned to any Sub-Licensee under this Agreement.

3. DELIVERY

- 3.1. The Licensors RGS is made accessible via an Application Programming Interface (**API**) to the Licensee Platform.
- 3.2. The Licensors will integrate to the Licensee API.
- 3.3. Game clients are hosted and made accessible via the Internet by the Licensors unless a different setup has been agreed in writing.
- 3.4. Although the Licensors deliver software of the highest quality and is using the best practices for testing and quality assurance in line with industry standards the Parties are aware that bugs and malfunctioning may occur. In the case of malfunction, bets and payouts are voided and Licensors will immediately inform the Licensee about the malfunction and issue an incident report.
- 3.5. The Licensed Games are provided "as is" and the Licensors shall not be liable to the Licensee, Licensee's End Users or players and/or any End Users or players for any error or malfunction of any Licensed Game under any theory or law. Licensors will render as soon as possible and free of charge all reasonable support in order for the Licensed Games to operate in the manner intended.
- 3.6. The Licensors shall use all reasonable commercial efforts to make the Licensed Games available twenty-four (24) hours per day, seven (7) days a week, as outlined by the SLA in Schedule A.

4. SUPPORT AND MAINTENANCE

- 4.1. The Licensors shall use all reasonable commercial efforts to uphold the SLA outlined in Schedule A. In the event the Licensors fails to meet the service availability commitments as defined in Schedule A, the Licensee shall provide Licensors with written notice detailing the outage period and relevant evidence within ten (10) calendar days after the end of the month in which the outage occurred. License Fee credits as stipulated in Schedule A shall then be applied to the invoice for the subsequent month.
- 4.2. The Licensee shall use all reasonable commercial efforts to uphold the SLA outlined in Schedule B.

5. **WARRANTIES**

- 5.1. Licensors warrants that it owns all title, rights, and interest in the Licensed Games, or that in the case of any third party software, it has the right to grant a sublicense to use such third party software and that the Licensed Games and RGS shall be free from material defects in workmanship and materials that prevent them from performing to the aforementioned criteria. Licensors does not warrant that the Licensed Games that the operation of the Licensed Games will be uninterrupted or error free.
- 5.2. Subject to the limit of liability in this Agreement, the Licensors shall reimburse the Licensee against all reasonable costs arising out of any claim that the Licensee's use, of the Licensed Games infringes the Intellectual Property Rights of a third-party. The foregoing obligation does not apply to any claim arising out of or relating to any: (a) access to or use of the Licensed Games not in accordance with the Agreement, (b) modification of Licensed Games other than: (1) by or on behalf of Licensors, or (2) with Licensors's written approval in accordance with Licensors's written Documentation. Licensee shall promptly notify the Licensors in writing of any action for which such party believes it is entitled to be reimbursed pursuant to this section.

6. **FINANCIALS**

- 6.1. The Licensee shall pay to Licensors each month via the Payment Agency during the term of this Agreement a License Fee on the basis of Gross Gaming Revenue (**GGR**) where GGR is defined as:
 - a. Standard Games: Real Money Wager - Real Money Payouts
 - b. Jackpot Games: Real Money Wager - Real Money Payouts - Jackpot Contribution (Jackpot payouts are excluded from "Real Money Payouts")
 - c. Bonus Wagers are excluded from the License Fee calculation to the extent they reduce GGR. Bonus Wager amounts must be reported to the Licensors within three (3) business days following the end of each calendar month.
- 6.2. The License Fee payable by the Licensee shall be as set out in Schedule A (Financial Terms), and shall apply equally to revenues generated directly by the Licensee or through any Sub-Licensee authorized under Clause 2.5.
- 6.3. The GGR may, for the purpose of calculating the monthly License Fee not be a negative figure. If the NGR in the respective month is negative the License Fee payable by the Licensee equals zero.
- 6.4. License Fee is calculated on a monthly basis and there is no carry over of a negative License Fee to the following months.
- 6.5. The License Fee shall be payable by Licensee in the format of a bank transfer to the Licensors on a monthly basis. Licensors is responsible for issuing the invoice to the Payment Agency.
- 6.6. All amounts given in this Agreement are in EURO (EUR) and are exclusive of value added tax and any other taxes or duties which may be imposed, which shall

be paid by the Licensee at the rate and in the manner for the time being prescribed by law.

- 6.7. Invoices to be paid by Licensee shall be paid with electronic bank transfer and no later than thirty (30) days after the date of invoice. Interest will accrue on late payments at an annual rate of ten (10) percent. In the event that Licensee's payment obligations under this Agreement are overdue by more than thirty (30) calendar days, Licenser may, at its sole discretion and after providing Licensee with written notice and an additional seven (7) calendar days to cure, suspend or restrict Licensee's access to the Licensed Software and/or Licensed Games until all outstanding payments have been made in full. Suspension under this clause shall not relieve Licensee of its obligation to pay any accrued License Fees.
- 6.8. A month starts at UTC 00.00 the first day of a calendar month and ends at UTC 24.00 the last day of the same calendar month.
- 6.9. Wagers in other currencies than EUR will be converted to EUR on a daily basis according to available exchange rates provided by the official website of European Central Bank (**ECB**) reference rates. If exchange rates are not available at ECB another reliable source will be used in this order:
 - openexchangerates.org
 - currencyapi.com
 - coinapi.io

7. **TERM AND TERMINATION**

- 7.1. This Agreement shall have an initial term of twelve (12) months from the Effective Date (the **Initial Term**) and shall automatically renew annually at same twelve (12) month intervals until terminated by either Party.
- 7.2 This Agreement may be terminated by either Party by giving the other Party six (6) months prior written notice, after the Initial Term has elapsed and prior to the lapse of any term.
- 7.3 This Agreement may be terminated with immediate effect by either Party:
 - a. if the other Party commits a material breach of this Agreement and which is not cured within forty-five (45) days of a written request to remedy the same stating the intention to terminate the Agreement;
 - b. if the other Party becomes unable to pay its debts when they become due or if a receiver or similar office is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other for the making of an administrative order (otherwise than for the purpose of consolidation or reconstruction);
 - c. upon the occurrence of a default due to a force majeure event that continues for more than eight (8) weeks;
 - d. if the other Party can not perform its responsibilities set out in this

Agreement due to insolvency or fraudulent behavior.

- e. if the Licensee operates in a Restricted Territory.
- f. if either Party is acquired by a competitor of the other Party, whether individually or jointly, and direct or indirect control over that Party is obtained. For the purposes of this subsection, "control" shall mean holding fifty percent (50%) or more of the issued and outstanding share capital of an entity on an as-converted basis and/or the voting rights of an entity and/or the right to appoint the majority of the directors or managers of an entity.

7.4 Upon termination or expiration of this Agreement, Licensee shall:

- 7.4.1 Immediately cease all use of the Licensed Software and Licensed Games, including removing all access thereto from Licensee's Platform(s);
- 7.4.2 Within ten (10) business days, certify in writing to Licensor that it has destroyed or returned to Licensor all Confidential Information, Documentation, and any other proprietary materials provided under this Agreement; and
- 7.4.3 Settle all outstanding License Fees and financial obligations within fifteen (15) calendar days of termination or expiration."

8 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights, title and interest in and to the Licensed Software, code and logic which describes and/or comprises the RGS and Licensed Games, Modifications and the Documentation, including any and all modifications and additions thereto (whether or not developed at the request of Licensee or paid for by Licensee), including copyright, patent rights, trade secrets and all other intellectual property rights, shall at all times remain the sole property of Licensor. Licensee agrees not to challenge any Intellectual Property Right, which is reserved for Licensor under this Agreement.

Any Intellectual Property Rights arising from customized development, modifications, enhancements, or improvements to the Licensed Software requested by or jointly created with the Licensee shall remain exclusively with the Licensor, unless explicitly agreed otherwise by the Parties in a separate written agreement.

Notwithstanding the limitations of liability stated elsewhere in this Agreement, the Licensor's liability for third-party claims relating to infringement of Intellectual Property Rights under clause 5.2 shall not be limited by clause 11 (Limitation of Liability) but shall instead be capped at twice the License Fee paid by Licensee in the preceding twelve (12) months

8. CONFIDENTIALITY

8.1. Each Party represents and warrants that it will:

- a. hold Confidential Information in confidence and protect the Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose and not less than reasonable means;
- b. not make any use of the Confidential Information, save as provided for under this Agreement;
- c. restrict disclosure of Confidential Information solely to those of its employees or consultants with a need to know, and will advise in writing those of its employees and consultants to whom the Confidential Information is disclosed of their obligations under this Agreement with respect to the Confidential Information and shall be responsible and liable for any breach of confidentiality by such employees or consultants;
- d. return all Confidential Information made available hereunder, including copies thereof, to the Disclosing Party or will destroy the same (as certified to the Disclosing Party) at the earlier of the (x) first written request of the Disclosing Party, or (y) the termination or expiration of this Agreement for any or no reason.

8.2. The confidentiality obligations of each Party under this Agreement will not extend to any information that such Party can demonstrate:

- a. was in the public domain prior to the date of coming into force of this Agreement or entered public domain after that date through no wrongful act or default of the Receiving Party;
- b. becomes publicly known by publication or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party;
- c. it is already known to or in the possession of the Receiving Party free of any obligation to keep it confidential at the time of disclosure, as shall be demonstrated in writing by the Receiving Party;
- d. is acquired without a confidentiality undertaking by either Party from a third party who was not under an obligation to the Disclosing Party not to disclose such information;
- e. has been explicitly approved for release by prior written authorization of the Disclosing Party;
- f. has been disclosed pursuant to a duty under applicable law, provided however, that in such an event, as soon as practical after receiving the order or requirement of a court, administrative agency or other governmental body, the Receiving Party shall give the Disclosing Party a written notice of such order or requirement and in any event such notice shall be prior to disclosure of such information.

- 8.3. The disclosing of Confidential Information by the Disclosing Party does not give to the Receiving Party any right of whatever sort to this Confidential Information.

9. DUE DILIGENCE

The Licensee shall be required to present to Licensors, due diligence documentation according to international and national AML legislation and policies, proof of casino licenses held by Licensee, information regarding ownership of the Licensee including ultimate beneficial owner and/or other reasonable documentation related to compliance as requested by Licensors. Moreover, Licensee shall provide the Licensors any necessary update to any such documentation, data or information at any time during the term of this Agreement. In the event that either such documentation is not provided within the stipulated time or such documentation is not to the reasonable satisfaction of Licensors, Licensors shall be entitled, at its sole discretion, to deny access to the Licensed Software and to terminate this Agreement.

9 LIMITATION OF LIABILITY

Notwithstanding anything in this Agreement to the contrary, and without derogating from the foregoing, the maximum aggregate liability of Licensee and Licensors, or any of their associate, affiliate, parent or subsidiary corporation, for any and all liability arising under or in connection with this Agreement, whatsoever arising, with respect to any and all events raising liability, whether for negligence, breach of contract, alleged or actual third party intellectual property infringement, misrepresentation or otherwise in respect of a single occurrence or a series of occurrences, shall in no circumstance exceed the lower of: (a) one hundred thousand Euros (EUR 100,000); or (b) the License Fee paid by the Licensee to the Licensors in the last twelve (12) months; or (c) the actual amount of loss or damage. Neither Party shall be liable for any indirect damage such as, for example, loss of profit, loss of business or contract or any other indirect or consequential loss or damage.

10 SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assignees under the provisions of this Agreement, and references to a Party in this Agreement shall include its successors and permitted assignees.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Cyprus. The Parties hereto irrevocably agree that the courts of Cyprus shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matters or formation (including non-contractual disputes or claims). In case of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt resolution through good-faith negotiations at senior management level. Should negotiation fail to resolve the dispute within thirty (30) days, either Party may escalate the matter to mediation administered by a mutually agreed neutral mediator, prior to resorting to litigation in the courts specified herein.

11. MISCELLANEOUS

10.2 This Agreement with any appendices constitute the entire agreement between the Parties and shall supersede all prior written or oral agreements between the Parties regarding the subject matter of this Agreement.

10.3 Counterpart: This Agreement may be executed in any number of counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document. Delivery of an executed counterpart of this Agreement (but not just a signature page) by email (in PDF) shall have the same legal effect as delivery of an original executed counterpart of this Agreement for all purposes

10.4 Third Party Rights: This Agreement does not give rise to any rights for third parties to enforce any term of this Agreement. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

10.5 Notices:

10.5.1 The notice is considered received by email after receipt of an acknowledgment and by post upon notification of delivery:

For Licensor: legal@scatterkings.com

With copy to: sales@scatterkings.com

For the Licensee: ceo@vivatgaming.com

This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.5.2 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.6 Amendments. Amendments to this Agreement are not effective unless in writing and signed and dated by both Parties.

10.7 No Waiver. The Parties shall always have the right to enforce the terms of this Agreement, regardless if a Party fails to do so at any time or times; and further, if a Party fails to enforce their rights, this shall not be construed as having created a custom in any way or manner contrary to the specific terms of this Agreement or as having in any way or manner modified, altered, or waived the same. No waiver by a Party of any default or breach by the other Party shall be construed as a waiver of any subsequent default or breach.

10.8 Announcements and Other Public Mentions

- a. Each party may issue a public announcement ("Announcement") without the other party's approval, provided that the other party is notified in advance. Such announcements are subject to the following conditions:

Location	• Online and printed I-gaming/casino industry press; and • Social media (LinkedIn and any other business social media;
Content	• The existence and subject matter of this Agreement (but not its commercial or legal terms); • The territory in which the Agreement applies; • The wider transactions contemplated by the Agreement; • The brand names and trademarks of the Parties, to the extent permitted under this Agreement. Each party agrees to use the other party's brand guidelines whenever its brand is depicted in any form, except when shown as plain text. URLs: To be confirmed between the Parties.
Timings	At each party's sole discretion.

10.8.1 In addition to Announcements, a party may use any of the above listed information in:

- i. Websites;
- ii. Advertising;
- iii. customer presentations; and
- iv. partner lists for corporate and financial presentations;

for the term of the Agreement (**Other Public Mentions**).

10.8.2 Approval Required

If a party wants to make an announcement with any information not listed in the above table (a **Bespoke Announcement**), then the Bespoke Announcement must be approved in writing by the other party before publication. Any mention of a third party in an Announcement and/or Bespoke Announcement must have the third party's prior approval before publication.

10.8.3 Notice Required

If an Announcement / Bespoke Announcement from a party is required by law or any regulatory authority or by any court or other authority of competent jurisdiction, then the other party must be promptly notified.

10.8.4 Use of Logos

Each party grants to the other party a limited, non-exclusive, non-transferable license to use any logos available on its website (**Marks**) solely in Announcements, Bespoke Announcements and Other Public Mentions. A party may terminate the license to use its Marks in its sole discretion at any time. Use of a party's Marks by the other party and all goodwill developed therefrom shall inure to the benefit of and be on behalf of the other party, except for the goodwill associated or derived from the Marks.

10.8.5 Brand Use Restrictions

The Licensee shall strictly adhere to the branding guidelines provided by Licensor and shall not use Licensor's Marks, logos, or trade names in a manner that may harm the goodwill or reputation of Licensor. Any deviation from established brand guidelines must be expressly approved in writing by Licensor before use

10.9 Data Protection:

10.9.1 In this clause, **Data Protection Laws** means General Data Protection Regulation ((EU) 2016/679) (as amended from time to time) (EU GDPR), and the EU GDPR as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (UK GDPR), including in both cases any and all supplementary or national implementations as applicable.

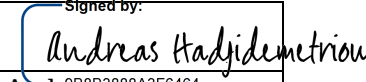
10.9.2 The Parties shall comply with all Data Protection Laws insofar as they apply to this Agreement.

10.9.3 Under this Agreement, the following types of End User data are processed by the Licensor: End User IP address and End User user ID (personal data). This data shall be considered Confidential Information.

10.9.4 In the event of a personal data breach or any incident involving unauthorized access to personal data processed under this Agreement, the affected Party shall promptly (and in any event within 48 hours) notify the other Party in writing, providing sufficient details to enable proper assessment of the breach. The notifying Party shall take all reasonable measures to mitigate harm resulting from the breach, cooperate with the other Party in fulfilling any notification obligations required under applicable Data Protection Laws, and promptly take corrective actions to prevent recurrence.

11 SIGNATURE PAGE

THIS SOFTWARE LICENSE AGREEMENT has been entered into between the Parties on the Effective Date.

SIGNED FOR AND ON BEHALF OF THE LICENSOR	SIGNATURE	Signed by: 
	NAME	Andreas Hadjimetriou
	POSITION	Director
	DATE	6/25/2025

SIGNED FOR AND ON BEHALF OF THE LICENSEE	SIGNATURE	
	NAME	e-Management N.V.
	POSITION	Managing Director
	DATE	June 10, 2025

Schedule A

Financial Terms

1. License Fee

The Licensee shall pay to the Licensor a monthly License Fee based on the Licensee's Gross Gaming Revenue (GGR) per calendar month, according to the following tiered structure:

- **4.50%** on monthly GGR up to **€1,000,000**
- **4.25%** on monthly GGR between **€1,000,001** and **€1,999,999**
- **4.15%** on monthly GGR between **€2,000,000** and **€3,499,999**
- **4.00%** on monthly GGR between **€3,500,000** and **€5,999,999**
- **3.50%** on monthly GGR between **€6,000,000** and **€9,999,999**
- **3.00%** on monthly GGR of **€10,000,000** and above

This rate applies to the aggregate GGR per calendar month, regardless of whether such GGR is generated directly by the Licensee or by its Sub-Licensees under Clause 2.5.

Introductory Discount

The following discounts apply to the License Fee during the initial two months following the Effective Date:

- **100% discount** during the **first full calendar month**
- **50% discount** during the **second full calendar month**
 - These discounts apply to the total calculated License Fee and are not cumulative or extendable beyond the first two months.

2. Gross Gaming Revenue (GGR) Definition

- GGR shall be calculated as follows:
 - **Standard Games:** Real Money Wager minus Real Money Payouts;
 - **Jackpot Games:** Real Money Wager minus Real Money Payouts minus Jackpot Contribution (Jackpot payouts are excluded from Real Money Payouts).

3. **Payment Terms**

- The License Fee is payable monthly by bank transfer within thirty (30) days of the invoice date, as described in Clauses 6.5 through 6.7 of the Agreement.

4. **Currency**

- All amounts under this Agreement are in Euro (EUR). Wagers placed in other currencies shall be converted into Euro on a daily basis using the exchange rates as specified in Clause 6.9 of the Agreement.

Schedule B

Licensor Service Level Agreement

12 Licensor shall use its best endeavours to correct any Defect reported by Licensee in accordance with the applicable priority levels (“**Maximum Response Time**”):

12.2 in the event of High Priority Defect, Licensor shall respond to the Notification by Licensee within 1 (one) hour, commence verification of the Defect immediately thereafter and, upon verification, shall initiate work to provide Licensee with a Defect Correction within 24 hours. In the update that shall follow such High Priority Defect Correction event, Licensor shall provide Licensor with updates on the status of the High Priority Defect Correction;

12.3 in the event of Medium Priority Defect, Licensor shall respond to the Notification by Licensee within 5 (five) hours and shall provide a Defect Correction within 48 (forty-eight) hours;

12.4 in the event of Low Priority Defect, Licensor shall provide a Defect Correction in the next Upgrade, but not later than within 1 (one) month.

12.5 Below is the Service Levels summary for High Priority Defect, Medium Priority Defect, Low Priority Defect, and the associated response times and the target resolution times for each type of incident as defined in this Service Level Agreement.

Priority		
High Priority Defect	Impact	A defect that renders the RGS Platform inoperative or causes a complete failure of the RGS Platform in such a way that the RGS Platform is completely not available for the End Users. For example: End Users cannot access the RGS Platform or any substantial parts thereof which are crucial for its operation.
	Response	To be responded to within one hour, and solved within 24 hours.
	Contact	E-Mail: p1@scatterkings.com
	Escalation contact	E-Mail: batman@scatterkings.com
	Contact Availability	24/7
Medium Priority Defect	Impact	A defect that substantially degrades the operation, function or performance of the RGS Platform, included but not limited to: Remote Management System (also known as RMS) is completely inoperative for the Licensee, or that either of the progressive jackpot, or the login of new End Users are completely inoperative for the End Users.
	Response	To be responded to within 5 hours, and generally solved within 24 hours.
	Contact	E-Mail: integrations@scatterkings.com

	Contact Availability	24/7
Low Priority Defect	Impact	A Defect that causes only a minor impact on the End-User's use of the RGS Platform and which is not a High Priority Defect or a Medium Priority Defect.
	Response	To be responded within 1 working day with a proposed solution and timeline.
	Contact	E-Mail: integrations@scatterkings.com
	Contact Availability	24/7

13 Service Availability

13.2 Licensor warrants that outside of emergency or planned maintenance as directed by this section, it will maintain monthly service availability of 99% Uptime for the Licensed Games.

For clarification:

732 hours = average monthly days of 30.5 per calendar month * 24 hours.

Casino Availability of 99% during those 732 hours requires Licensor to have Downtime of less than (1% of 732 = 7,32 hours) seven hours, nineteen minutes and twelve seconds, subject to the qualifications of Sections 5 and 7.

13.3 Licensee acknowledges and agrees that Licensor, from time to time, may update, modify and/or upgrade the RGS Platform and/or any part thereof through Scheduled Downtime. In such case, the rendering of access to the Platform or any part thereof may be suspended by Licensor, and the Licensee shall have no claims and/or demands whatsoever with respect thereto.

13.4 The Licensee's platform shall be deemed available if programmatic access by the Licensor's platform is possible with a response time not exceeding 500 milliseconds for more than 95% of interactions during any 5-minute window. The Licensor warrants that, outside of emergency or planned maintenance as stipulated in this section, and provided that the Licensee's systems are considered available as defined above, it will maintain a monthly service availability of 99% uptime for the Casino service. In the event that the Licensee's platform breaches the defined availability criteria, the Licensor shall not be held responsible for maintaining the 99% uptime commitment for the Casino service during such periods of unavailability.

14 Emergency Maintenance

14.2 Licensor shall notify the Licensee without undue delay of any Emergency Maintenance required to the RGS Platform, providing appropriate details in order to establish the extent to which the maintenance work will have an impact on the availability of the Platform. The maximum amount of Emergency Downtime in a calendar month will not exceed 5 hours total unless otherwise agreed in writing with respect to a specific month or event. Any downtime in excess of the maximums

provided in the prior sentence shall not be deemed Emergency Downtime for purposes of this Service Level Agreement.

15 Exclusions

No Service Levels shall apply to any failure of the Licensee to comply with the Service Level, or to any Defect of either priority, caused, in whole or part, by any of the following:

- 15.2 a failure in local access facilities connecting the Licensee to the network;
- 15.3 Force Majeure includes events beyond the reasonable control of a Party, including but not limited to natural disasters, wars, terrorist activities, significant cyber-attacks, governmental restrictions, acts of public enemies, strikes, lockouts, interruption or failure of power supplies or telecommunications, or any substantial technological failure impacting the industry. Affected Party shall promptly notify the other Party upon occurrence of a Force Majeure event and shall provide periodic updates until the issue is resolved.
- 15.4 Scheduled Maintenance;
- 15.5 Any carried out Emergency Maintenance.

16 Scheduled Maintenance

Licensor shall make best efforts to conduct scheduled and emergency maintenance requiring Downtime for the Platform (referred to as “**Scheduled Downtime**”) during off-peak hours (2AM – 2PM UTC) only upon providing the Licensee with not less than forty-eight (48) hours prior notice by email. The Licensee is to provide a designated email address for notification. The maximum amount of Scheduled Downtime in a calendar month will not exceed 10 hours total or 6 hours of consecutive downtime per event unless otherwise agreed in writing with respect to a specific month or event. Any downtime in excess of the maximums provided in the prior sentence shall not be deemed Scheduled Downtime for purposes of this Service Level Agreement.

17 Credits

If the accessibility level as described in Section 16 is not achieved in any individual calendar quarter, the License Fees for the month following directly upon the month of measurement shall be reduced as follows:

- 17.2 97 % - 98.99% uptime and accessibility => 10% reduction of the License Fees for that month.
- 17.3 ≤ 97 % uptime and accessibility => 25% reduction of the License Fees for that
- 17.4
- 17.5 month.

Scatter Kings - Supplier Agreement V1 (1)_REV (2)

Final Audit Report

2025-06-24

Created:	2025-06-24
By:	Naomi Clifton (naomi.clifton@hbmgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9wK7N0zTyTdMuKHwqrVBlym7_WeJrGJX

"Scatter Kings - Supplier Agreement V1 (1)_REV (2)" History

-  Document created by Naomi Clifton (naomi.clifton@hbmgroup.com)
2025-06-24 - 12:39:54 PM GMT
-  Document emailed to Herman Oosten (herman.oosten@hbmgroup.com) for signature
2025-06-24 - 12:39:59 PM GMT
-  Email viewed by Herman Oosten (herman.oosten@hbmgroup.com)
2025-06-24 - 2:21:57 PM GMT
-  Document e-signed by Herman Oosten (herman.oosten@hbmgroup.com)
Signature Date: 2025-06-24 - 2:22:16 PM GMT - Time Source: server
-  Document emailed to Bryon Finies (bryon.finies@hbmgroup.com) for signature
2025-06-24 - 2:22:18 PM GMT
-  Email viewed by Bryon Finies (bryon.finies@hbmgroup.com)
2025-06-24 - 3:04:22 PM GMT
-  Document e-signed by Bryon Finies (bryon.finies@hbmgroup.com)
Signature Date: 2025-06-24 - 3:32:18 PM GMT - Time Source: server
-  Agreement completed.
2025-06-24 - 3:32:18 PM GMT