

SOFTWARE DISTRIBUTION AGREEMENT

This Software Distribution Agreement ("**Agreement**") is made on September 28, 2022 ("**Effective Date**") by and between:

KDS Software developers Ltd., a company founded and incorporated in Seychelles whose registered offices are at Suites, 107 Premier Building, Victoria, Mahe, Republic of Seychelles (*as follows: the "Provider"*).

and

Santeda International B.V., a company duly incorporated and registered under the laws of Curacao, with company's registration number 151296, having its registered office at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curacao (as follows: the "Partner").

Since:

- (a) The Partner is willing to access and use the Gaming System as service (as defined below), provided by Provider and to make such Gaming System available to its Operator(s) and/or Reseller(s);
- (b) Provider has signed agreements with certain business partners (as follows: "**the KDS Distributors**") (as defined below), to make the Gaming System available to the Partner;

The Partner, **Santeda International B.V.**, a legal entity duly incorporated and registered under the Laws of Curacao with registration number 151296 and registered address at at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curacao and lawfully and fully authorized to enter into this Agreement.

- (a) The Partner is willing to access and use the Gaming System of the KDS Distributors as services as set out herein.

Therefore, it was agreed and declared between the parties as follows:

1. DEFINITIONS:

- 1.1. In this Agreement, all capitalized terms herein shall have the meanings set out below.
- 1.2. In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.

Applicable Laws	means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.
KDS Distributor(s)	means the partner(s) of Provider distributing the Gaming System and operating as authorized distributor(s) in the Territory;
Gaming System	means the various games that are offered by Provider from the KDS Distributor with further changes from time-to-time, including Baccarat,

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	Roulette, Blackjack and any other games as Provider may in its absolute discretion elect to offer and add from time-to-time;
Gross Gaming Revenues (GGR)	means the sum of all Users' stakes, wagers and any other bets on minus winnings paid to those Users, calculated on a monthly basis;
Operator	means a customer of the Partner
Services Fees	means the fees to be paid monthly by the Partner to the Provider as set out in Appendix 1 to this Agreement;
Territory	means the World excluding any jurisdiction or territory: (a) That is illegal for the Partner to provide remote gaming to residents; or (b) Concerning the Partner 's requirements for gaming license or similar authorization to provide remote gaming to residents and the Partner does not hold, or continue to hold, such gaming license or authorization; or (c) that is notified in writing to the Partner from time to time by Provider with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Partner in this Agreement and where and to which the provision, marketing, operation or licensing (as the case may be) of the Gaming System may not be undertaken, the parties agreeing and acknowledging that such notice may be on a Game-by-Game basis of the Gaming System;
Users	means the end-users of the Operator(s);

2. RIGHTS AND OBLIGATIONS:

2.1. By signing this agreement, the parties hereby expressly agree to its terms and they will apply from the Effective Date:

2.1.1. Subject to the Partner signing an Agreement and paying the Service Fees, the Partner shall receive the KDS Distributors Gaming System and make them accessible to the Operators and Resellers in the Territory.

2.1.2. The Partner acknowledges and agrees that the Territory may be subject to restrictions according to the licenses, permit and authorizations held by the KDS Distributors in respect to a jurisdiction of the Territory and that the Provider shall have no liability to the Partner for any restriction hereof.

2.1.3. The Partner acknowledges and agrees that the Provider will not be responsible for any technical problem in the Gaming System or any other failure. However, the Provider shall make it best efforts to support, assist and help the Partner to solve any technical problem or any failure arisen due to use of the provided Gaming System.

2.1.4. The Parties warrant, represent and undertake that they shall:

- (a) Hold and maintain all necessary consents, approvals, authorizations and licenses which are required to provide and use the Gaming System; and

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- (b) Partner will comply with all Applicable Laws in making the Gaming System available to the Operators and Resellers including any data protection law applicable to each jurisdiction of the Territory;
- (c) Each Party will not disclose the commercial terms of this Agreement, including any terms related to payments and/or to the applicable Service Fees to any third party and to the KDS Distributor(s);
- (d) Each Party shall be liable to the other Party for the direct damages, losses, liabilities arising out or connected with providing and/or use of the Gaming System; and
- (e) The Party shall indemnify and hold the other Party harmless from any direct costs related to third party claims, disputes and or proceedings (including legal and attorney fees) arising out or in any way connected with providing and/or use of the Gaming System.

3. SERVICE FEES AND PAYMENTS

- 3.1. The Partner shall pay the Service Fees set out in Appendix 1 by bank transfer from an account held by the Partner with a reputable bank in the Territory to an account nominated by the Provider, no later than tenth of the month for the previous month. A request by the Partner to adjust an invoice must be made no later than five (5) days after the last day of the month covered by the invoice, after which the Partner shall not be entitled to make any adjustments to the relevant invoice. If the requested adjustment is acceptable pursuant to this Agreement, it will be deducted from the invoiced amount of the following month.
- 3.2. If the Partner fails to pay any amount payable according to this Agreement by the due date, the Provider shall be entitled, but not obliged, to:
- 3.2.1. Charge interest on the overdue amount, from the due date up to the date of actual payment, at the rate of six per cent (6%) per annum of the overdue amount.
 - 3.2.2. Immediately request the KDS Distributor to suspend the provision of the Gaming System to the Partner until the Provider has received the full amount of arrears in its nominated account in cleared funds; and/or terminate this Agreement immediately by sending a written notice to the Partner.
 - 3.2.3. Terminate this Agreement immediately by sending a written notice to the Partner, clarifying the reason that the payment has not been received by Provider in the manner set out in paragraph above within thirty (30) days of the relevant due date.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be Effective as from the Effective Date and continue in force until the expiration of twelve (12) months from the Effective Date ("**Initial Term**"). This Agreement shall renew automatically on the expiry of the Initial Term, continuing in force thereafter for equal term of twelve (12) months ("**Renewal Term**") commencing on the expiry of the Initial Term (or the expiry of any subsequent Renewal Term), unless terminated in accordance with its terms or by either party serving at least thirty (30) calendar days written notice of its intention not to renew; or otherwise, by written mutual agreement signed by both Parties.
- 4.2. Each Party shall have the right to terminate this Agreement at any time with immediate effect without cause by giving thirty (30) calendar days prior written notice to the other Party.

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4.3. This Agreement may be terminated immediately by the Provider, by a prior written notice to the Partner, as follows:

- 4.3.1. if any government agency imposes a new requirement or varies any existing requirement (including any requirement that the Partner be qualified for, or hold, or maintain any license, permit or approval, which the Partner does not duly comply with) that conflicts with the terms of this Agreement; or the Provider is informed by any government agency that the operation of the Gaming System is to be investigated by them or is, likely to be, in breach of any relevant regulatory or licensing provision or condition which cannot reasonably be remedied;
- 4.3.2. if the Partner uses, or attempts to use the Gaming System in any manner or form that is illegal or that is reasonably likely to bring the Provider in to disrepute or in any way endanger any of the Provider licenses, permits or approvals in each case granted by a government agency;
- 4.3.3. if the Partner fails to apply for, obtain in time or maintain any license, permit or approval required by any government agency, or by Applicable Law, or regulation, or is otherwise in breach of Applicable Law;
- 4.3.4. if, the respective Agreements between the Provider and the KDS Distributor(s) is terminated for whatsoever reason.

5. GUARANTEES

- 5.1. The Provider guaranties that the list of KDS Distributors and their games provided in the Gaming System complies with the specifications specified in the Appendix(es) and Annex(es) to this Agreement.
- 5.2. The Provider represents and warrants to the Partner that the execution, conclusion and performance of this Agreement by the Provider in connection with the provision of Gaming System for integration will not violate and will not lead to violation of any provisions of: the legislation of the Provider's country of registration or permits issued by government authorities.
- 5.3. Without limiting any of the Partners' other rights and remedies under this Agreement or under applicable law, the Provider agrees to defend the Partner and its shareholders, directors, officers, employees and other representatives and those of its Associates (the "**Associated Parties**") against all losses, suits, claims or other actions (a "**Claim**"), and to indemnify the Partner and the Associated Parties on demand against any Claim payable to a third party, arising out of a breach or contravention of intellectual property infringement.
- 5.4. Both Parties shall assist each other in fulfilling their obligations under this Agreement in order to ensure effective fulfillment of their obligations.

6. LIABILITY AND INDEMNITY

- 6.1. Without limiting any of the Parties' other rights and remedies under this Agreement or under Applicable Law, the Partner agrees to defend the Provider and its shareholders, directors, officers, employees and other representatives and those of its Associates (the "**Extended Parties**") against all losses, suits, claims or other actions (a "**Claim**"), and to indemnify the Provider and the Extended Parties on demand against any Claim payable to a third party (including, without limitation, any Operator), arising out of a breach or contravention of this Agreement.
- 6.2. Unless otherwise indicated in this Agreement, nothing in this Agreement shall limit or exclude the liability of any Party to the other in respect of:

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- 6.2.1. fraud;
- 6.2.2. death or injury to persons caused by negligence;
- 6.2.3. any other liability, which cannot by law be limited or excluded; or
- 6.2.4. the Partner's obligation to pay the Service Fees.

6.3. The Provider shall not be liable to the other Party for:

- 6.3.1. loss of profit or anticipated profits, loss of contract or revenue, loss of goodwill or reputation, loss of anticipated savings or loss of turnover;
- 6.3.2. any indirect or consequential loss, even if the Parties have been advised or should have foreseen the possibility of such damages,

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6.4. The aggregate liability of the Parties shall not exceed EUR 20,000.00 (twenty thousand euro).

7. ASSIGNMENT

- 7.1. Neither Party may assign or transfer its rights or obligations under this Agreement to a third party, without the prior written consent of the other Party.
- 7.2. The Partner may subject to the Provider prior written consent, assign or transfer its rights and/or obligations under to this Agreement to an entity within the Partner's company group.
- 7.3. The Provider with a prior written consent of the Partner, may assign or transfer its rights and/or obligations under to this Agreement to the entity within the Provider company group.
- 7.4. All and any Amendments to this Agreement must be in writing and duly signed by both Parties.

8. GOVERNING LAW AND JURISDICTION

- 8.1. This Agreement and the rights and duties of the Parties shall be governed by, construed and interpreted in accordance with the laws of England and Wales.
- 8.2. In the event of any misunderstanding or dispute between the Parties hereto or any matter concerning the interpretation of any provision of this Agreement the said misunderstanding, dispute or interpretation shall be settled in good faith through negotiations between the Parties.
- 8.3. If the Parties are unable to reach an amicable settlement, all disputes related to or arising in the connection of this Agreement shall be finally settled by Arbitration Rules of London Court of International Arbitration ("LCIA") by one arbitrator appointed in accordance with said rules. The place of arbitration shall be London and the language of proceedings shall be English.

9. COUNTERPARTS

- 9.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all the counterparts together shall constitute one document. Execution and delivery of this Agreement by exchange of facsimile copies or .PDF format scanned copies bearing the signatures of the parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.

Rupesh Sharma

PROVIDER

Prakash Sharma

Director 03-Oct-2022

PARTNER

DocuSigned by:
Anise Chimakidze

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Authorized representative

Appendix 1

General Terms

- Provider serves as a software technology provider that supplies Sports and gaming software
- No negative carry-over from month to month
- Service Fees are calculated per each Gaming System Provider separately
- Evolution premium games are calculated separately. (P&L per each game).

Live Casino products

Evolution Gaming

- Eur 0 – Eur 1M – 10% of GGR
- Eur 1M – Eur 2M – 9.5% of GGR
- Eur +2M – 9% of GGR
- Progressive tiers
- **Plus Premium games fees as per below table**

Payment

- Payment to be made till the 10th of the month for the previous month

Support team

- 24/7 support team

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<u>Evolution Premium Games</u>	<u>Rates</u>
Lightning Baccarat	3%
Baccarat Side Bets	3%
Punto Banco	3%
Dragon Tiger	3%
Sic bo	3%
Blackjack Classic/Speed Classic 1-80	0.12 cents per main bet
Blackjack VIP A - Z	High Stake fees Eur 0.75 / bet
Blackjack Silver A - G	High Stake fees Eur 0.75 / bet
Blackjack Platinum VIP	High Stake fees Eur 0.75 / bet
Blackjack Grand VIP	High Stake fees Eur 0.75 / bet
Blackjack Fortune VIP	High Stake fees Eur 0.75 / bet
Blackjack Diamond VIP	High Stake fees Eur 0.75 / bet
Blackjack VIP Alpha, Beta, Gamma	High Stake fees Eur 0.75 / bet
Speed VIP Blackjack A-J	High Stake fees Eur 0.75 / bet
Salon Prive BJ A, B, C,D,E,F,G	High Stake fees Eur 0.75 / bet
Freebet Blackjack	3%
Bucharest Freebet Blackjack	3%
Lightning Blackjack	3%
Blackjack Side Bets	3%
Classic Freebet Blackjack	3%
Blackjack Clasico en Espanol 1-3	0.6 cents per main bet
Blackjack Clasico em Portugues 1,2	0.6 cents per main bet
Turkish Blackjack/Speed Classics 1-9	0.6 cents per main bet
Spanish Blackjack VIP	High Stake fees Eur 0.75 / bet
Portuguese Blackjack VIP	High Stake fees Eur 0.75 / bet
Infinite Blackjack	3%
Infinite Blackjack - 21+3	3%
Speed Blackjack	3%
Power Blackjack	3%
Lightning Roulette	3%
Instant Roulette	3%
Speed Roulette	3%
Spanish Speed Roulette	3%
Double Ball Roulette	3%
Dual Play Roulette	3%
American Dual Play Roulette	3%
Xxtreme Lightning Roulette	3%
Turkish Lightning Roulette	3%
Lightning Roulette Italia	3%
Spanish Lightning Roulette	3%
Korean Lightning Roulette	3%
Hindi Lightning Roulette	3%
Brazilian Lightning Roulette	3%
Ruleta en Espanol (Spanish)	3%
Roleta Ao Vivo (Portuguese)	3%

Bucharest Roulette	3%
Grand Casino Roulette	3%
Hippodrome Grand Casino	3%
Hippodrome Dual Play Roulette	3%
Dragonara Dual Play Roulette	3%
Crazy Coin Flip	3%
Super Andar Bahar	3%
Dream Catcher	3%
Monopoly Live	5%
Monopoly Big Baller	5%
Lightning Dice	3%
Deal or No Deal	3%
Casino Hold'em	1%
2 Hand Casino Hold'em	1%
Casino Hold'em Italia	1%
Three Card Poker	3%
Triple Card Poker	3%
Caribbean Stud Poker	3%
Exreme Texas Holdem	3%
Ultimate Texas Holdem	3%
Texas Hold'em Bonus Poker	3%
Mega Ball	3%
Crazy Time	3%
Football Studio/Top Card	3%
Turkish Football Studio	3%
Crazy Coin Flip	3%
Korean Baseball Studio	3%
Spanish Top Card	3%
Spanish Mega Ball	3%
Texas Dual Hold'em	3%
Sidebet City	1%
Craps	1%
Craps - RNG	1%
Sidebets	3%
Gonzo's Treasure Hunt	3%

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