

SOFTWARE LICENSE AND SERVICE AGREEMENT

This License and Service Agreement is entered into by and between Licensor and the Licensee in respect of the provision of Software and Services pursuant to the terms and conditions specified below.

PREAMBLE

- ☐ **Whereas** Licensor operates in the field of design and development of online gambling software and related services (hereinafter "**Software**" and "**Services**", respectively);
- ☐ **Whereas** Licensor possesses the right to grant licenses/sub-licenses for the exploitation and use of Software and Services;
- ☐ **Whereas** the Licensee is a licensed operator in the gaming industry and wishes to acquire a non-exclusive license to exploit Software and Services in the operation of its gaming business by granting sub-licenses to its Operators, in accordance with its Gaming License/s as applicable;

NOW THEREFORE

In consideration of the mutual promises, covenants and obligations contained herein, Licensor and Licensee, hereinafter also referred to individually as "**Party**" or collectively as "**Parties**", intending to be bound legally, hereby agree as follows:

MAIN REQUESTIES

Effective Date of the Agreement	05 June 2025	
Licensor	Digitain Curacao B.V., a company incorporated under the laws of Curacao, with a company number 162596, having its registered address at Groot Kwartierweg 10 Livestrong Building Curaçao P.O. Box 422 Curaçao.	
Licensee	Santeda International B.V., a company incorporated under the laws of Curacao, with a company number 151296, having its registered address at Zuikertuintjeweg Z/N Zuikertown Tower, Curacao.	
Software	software that Licensor shall provide to Licensee in accordance with the scope and the specifications as defined in Annex A of this Agreement.	
Services	any and all services, activities, and deliveries that Licensor shall provide to Licensee in accordance with the scope and the specifications as defined in Annex A of this Agreement.	
Licensee's Business Type	Business to Business (B2B) and Business to Customer (B2C).	
Commencement Date	3-4 months starting from the Effective Date.	
Term	2 years (i.e. 24 months) starting from the Effective Date.	
Territory	Whole world except for the Excluded Territories.	
Authorized Contacts	for Licensor: email: management@digitaincuracao.com legal address: Groot Kwartierweg 10 Livestrong Building Curaçao P.O. Box 422 Curaçao	for Licensee: email: legal@upgaming.com legal address: Zuikertuintjeweg Z/N Zuikertown Tower, Curacao
Annexes	constitute unalienable part of the Agreement and are the following ones: Annex A – Software and Services Description; Annex B – Fees and Payments; Annex C – Service Level Agreement.	

1. DEFINITIONS AND INTERPRETATION

Licensor

 Licensee

1.1. In this Agreement the following capitalized terms shall have the following meanings, in addition to terms already defined above and in Annexes:

Affiliate	with respect to any of the Parties and entity controlled by such Party, controlling that Party or in common control with a Party; while for the purposes of this agreement "control" means direct or indirect ownership over the 50% of the shareholding of any of the Parties or a contractual capacity to direct their corporate decision.
Agreement	the legally binding agreement between Licensor and Licensee for the granting of License and providing related Services, including Annexes and all appendices and further parts of the Agreement attached hereto comprising if expressly accepted and signed by another Party to form part of the Agreement.
Applicable Law	all laws and regulations of any jurisdiction in the Territory that are applicable to business operations of the Parties governed by this Agreement, including, without limitation, any rules, regulations, orders, codes of practice, licenses and permits of the Gaming Authority, as the case may be, to any of the Parties or to any activity of any of the Parties hereto. For greater clarity, "Governing Law" hereunder shall have its own meaning, different from the Applicable Law;
Operator	third party operator contracted with the Licensee to use and exploit the licensed Software and Services in the operation of its gaming business in the Territory and provide gaming services to Players, in accordance with Chapter 2 of this Agreement.
Back Office Tool	an online management and administration tool that provides the Licensee access to various modules such as the reporting and analytic module, which provides functionalities for reporting and analytics.
Bet/s	the total number of wagers made by the Players.
Bonus	incentives given to Player by Licensee in order to promote Software, such as free spins and free bets offered by or on behalf of Licensee on Licensor's Software (Games) to Player from time to time, provided that such provision is visible in Licensor's Software.
Business Day	any day from Monday to Friday from 10am to 19pm UTC+4 on which banks are open for general business, other than weekends and public holidays in accordance with Applicable Law.
Channel/s	mobile and/or web versions of the Project.
Commencement Date	means, unless otherwise expressly agreed between the Parties, the date on which the Licensee and/or Licensee's Operator has all technical, contractual means and rights to use the Software and Services for its gaming operations.
Confidential Information	confidential and/or proprietary information of the other Party or its Affiliate, whether communicated orally or in writing, including, without limitation, technical, non-technical and proprietary information, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information, billing information, affiliate information, personnel, business and contractual relationships, business plans and

Documentation

Effective Date

Event/s

Excluded Territories

Fees

Force Majeure Event

Gaming Authority

Gaming License/s

Go-Live / Go-Live Date

Gross Gaming Revenue (GGR)

Licensors

deductions. For the greater clarity, GGR shall be calculated based on any and all, regardless whether such amounts were collected from Players or not.

IP Rights

all intellectual property rights, existing under statute, law or equity, whether registered or not or subject of an application of registration, in force or recognized now or in the future in any jurisdiction, including, but not limited to, copyrights (and any neighboring/ancillary right), trade secrets, service marks, patents, know-how, inventions, designs, logos, trade dress, rights in inventions, moral rights, mask works, publicity rights, privacy rights, and database rights, and any application or right to apply for, and obtain, registration in respect of any and all of the foregoing rights, and all renewals, revivals, extensions, and restorations.

License

as defined in Chapter 2 of this Agreement.

License Fee

monthly fees that are due by Licensee to Licensor for the provision by Licensor to Licensee of Software and Services; which shall be calculated in accordance with Table 3 of Annex B.

Material Breach

any single or multiple breaches by a Party of its obligations hereunder, which the Party fails to cure within 30 (thirty) calendar days from the date of receiving a written notice from the non-breaching Party or which breach – at the non-breaching Party's reasonable assessment – is incapable of being cured, as well as any other breach of this Agreement that is explicitly mentioned as a Material Breach hereunder.

Minimum Fee

monthly fee charged and payable by Licensee to Licensor regardless of monthly revenue generated by Licensee for corresponding calendar month; which shall be calculated in accordance with Table 2 of Annex B. For the greater clarity, Parties agree that Minimum Fee is subject to be paid by Licensee to Licensor in case if monthly Licensor's share from GGR is less than amount defined in Table 2 and Table 3 of Annex B. For the avoidance of doubt, Parties expressly agree that Minimum Fee shall be payable if Licensee requests to activate or activates Games (goes live) for which a Minimum Fee is required as specified in Table 3.

Platform

entirety technical and IT infrastructure, together with the required hardware and software architecture through which various gaming software and services may be provided, integrated and/or accessible for Players, which are owned and/or operated by Licensee or Licensor, as may be required by the context and case.

Player/s

any person, who registers with and fully accepts the terms of Website(s) and may access and/or use the licensed Software and/or Services via Website(s).

Project

any and all licensed Websites (and their respective applications software, as the case may be) available through Channel/s operated by Licensee and/or its Operators, as the case may be, which are directly integrated onto Platform or integrated with other software, as the case may be, and through which Software and Services, as the case may be, are made available to Players.

Set Up Fee

non-refundable one-time set-up fee paid by Licensee to Licensor for set up of Software and Services; as well as may be agreed by the Parties – from time to time, in consideration for the provision by Licensor of any additional technical/development work requested by Licensee which is not covered by the core services provided by Licensor under the Agreement; which shall be calculated in accordance with Table 1 of Annex B.

- 2.1. This Agreement shall govern the relationship between the Licensor and Licensee in respect of the granting the License rights and provision of Software and Services.

The License

- 2.2. During the Term and subject to the terms and conditions of this Agreement (including but not limited to the payment by the Licensee of the Fees), the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable (except as provided under this Agreement), revocable license and right to use and exploit the licensed Software in the Territory (hereinafter "**License**") according to the terms and conditions defined in the Agreement in the following purposes:
- a) to sub-license licensed Software to its Operators to make it available for play through Operator's Website/s to Players in the Territory;
 - b) advertising, marketing and promoting the licensed Software in the Territory,
 - c) to make licensed Software available for play/use through the Website(s) to Players in the Territory.
- 2.3. The Licensee may be entitled to sublicense the licensed rights to its Operators.
The Licensee may be entitled to sublicense the licensed rights to its Operators. Any sub-license rights granted by the Licensee shall further be subject to the following cumulative conditions:
- a) The Licensee is and will always be fully responsible (and fully accountable toward Licensor, including but not limited to the payment of the of the proportion of the License Fees and/or any other fees as the Parties may agree from time to time), and shall hold the Licensor harmless, for any act or omission by an Operator that if committed by Licensee would have been a breach hereunder,
 - b) Any sub-license to an Operator shall be pursuant to a written and fully executable agreement between the Licensee and Operator, with such terms and conditions that are at least as onerous as the terms and conditions of this Agreement, through which the latter undertakes, as applicable:
 - o comply with all applicable requirements imposed on Licensee as set out herein, *mutatis mutandis*; and
 - o hold and keep any and all required permits and/or authorizations to offer the Software and Services to Players;
 - o exclude any right to further sub-license the licensed rights;
- 2.4. Licensee is obliged to maintain adequate records of the Operator/s, proof of which may be requested at any time from Licensee and maintain up to date due diligence and KYC documents.
- 2.5. Without prejudice to the Licensee's liberty to determine the reselling rates to its Operators, such reselling rates shall not be lower than the effective rates payable by Licensee to Licensor as Fees, unless otherwise defined in Annex B. Licensee is obliged to provide corresponding proves to the Licensor (*i.e.* extract from the agreement signed between Licensee and its Operator in 10 (ten) Business Days upon signing date).
- 2.6. Nothing in this Agreement shall prohibit the Licensor from granting licenses with respect to the licensed Software to any other third parties and/or operate the Licensed Software at its discretion. The Licensee shall not nor shall it permit others to use, copy, modify, decode, reverse engineer, disassemble, create derivative works from or alter the Licensed Software or any part thereof, in any way unless expressly determined otherwise under this Agreement or upon the Licensor's prior written consent.
- 2.7. The Licensed Software shall be blocked and not be used, marketed, promoted or target and/or being available for persons located in and/or trying to access licensed Software and Services with IP address of/from any of the Excluded Territories.
- 2.8. The Licensor reserves the right to block additional jurisdictions after giving the Licensee an advance notice of 20 (twenty) working days. The Licensee agrees and warrants that it and Licensee's Operators will not allow Players located in any of such newly Excluded Territories from being able to access the Licensed Software. In the event of failing to do so, the Licensor is entitled to block access to the Licensed Software for the persons located in and/or trying to access licensed Software and Services with IP address of one of the Excluded Territories.

The Software

- 2.9. The Software is provided by the Licensor "as is", and the Licensor shall not be liable to the Licensee and/or its Operators and/or their Players for any error or malfunction of the system. The Licensor does not warrant that the Software will meet any special requirements of condition, quality, performance,

- 2.10. The Software will be made available to Licensee, so that the Licensee shall have the opportunity to integrate into / with and/or obtain access Licensor's Software and makes it available through its Operators' Websites, in the manner required by the Licensor and in accordance with present Agreement and Documentation.
- 2.11. The Licensee acknowledges that it will not receive any physical or digital copy of the Software and therefore the Websites must allow to receive (display in real time) and accessed to Software.
- 2.12. The Licensor is entitled at its own discretion to exchange or modify Software, as well as may from time-to-time and at its sole discretion provide Software Updates. Any Software Updates, when made available to the Licensee, shall become part of the present Agreement and be subject to the same conditions as set out herein.
- 2.13. Software is provided in English. Any specific translations required for the Licensee over and above what is already available in the Software may be done by Licensor, upon request by the Licensee, *inter alia*, provided that the Licensee accepts that additional fees and other conditions may be applicable as may be stipulated by Licensor.
- 2.14. The Licensee acknowledges that Licensor is not responsible for failure of hardware, software, telecommunications, games or services supplied by any Third-Party Providers.
- 2.15. The Licensee undertakes that it and each of its Operators will go live (make Software available for Players) within 2 months after corresponding Commencement Date. In case if upon expiration of said 2 (two) month corresponding Operator fails to go live, Licensee is obliged to pay the Minimum Fees to Licensor as specified in the definition of Minimum Fees.

- 2.16. The Licensor will provide to the Licensee the Services as expressly stipulated in Annex A, which are necessary for the operation of the Software, as intended by the Parties, and/or any other additional services, as described in Annex A.
- 2.17. The Licensor is entitled to freely engage subcontractors or other vendors and suppliers for the purpose of performing its obligations under the Agreement.
- 2.18. The Software and Services will operate in accordance with the Annex C and the Documentation and instructions provided by the Licensor from time to time, and in any event that the Licensee notifies the Licensor (email sufficing) that the Software does not operate properly, the Licensor shall use commercially reasonable efforts to modify the Software to make it operates in accordance with Annex C.
- 2.19. The Licensor is not obliged to provide services defined in Annex C if any failure (including, interruption, error, bug or defect) of the Software and/or Services, results from:
 - a) use of the Software and/or Services other than in accordance with the Documentation and this Agreement;
 - b) any modification of the Software and/or Services or their integration not carried out or authorized in writing and in advance by Licensor;
 - c) failure of hardware, software, telecommunications, games or services supplied by any Third-Party Providers;
 - d) any other matter beyond the reasonable control of Licensor.

3.1. During the Term, and prior to allowing any Player to access Software and/or Services provided by Licensor pursuant to this Agreement, Licensee undertakes and agrees to:

- a) establish and implement a first-line customer support system for Players and oblige its Operators to do the same;
- b) it accepts that Licensor has no contractual relationship with and/or obligation towards its Operators and their Players;
- c) provide Licensor with a test-account upon latter's request (email sufficing) to access Software and Services and test it the same as a Player, and oblige the Operators to do the same;

- d) implement fraud management procedures and that such ensure that cheating and other fraudulent or dishonest behavior by Players is minimized to the greatest possible extent and that it employs safeguards that enable it to monitor unusual patterns of behavior/play, to suspend cash-outs to Players, to withhold payments and withdrawals of winnings and to void relevant transactions and oblige its Operators to do the same;
- 3.2. Licensee and its Operators (to the extent applicable by the context) shall also be responsible for:
 - a) the day-to-day operation of its business, including, but not limited to, marketing, customer support and care, payment, and funds management;
 - b) market effectively the Software and Services;
 - c) all regulatory obligations, regulatory costs, fees and/or taxes payable to Gaming Authority and state authorities for providing gambling services in any jurisdiction and any other charges which may be imposed by state authorities on the Licensee and/or the relevant Operators, as the case may be, or Licensor with respect to Licensee's and/or the relevant Operator, as the case may be, provision of gambling services in the Territory throughout the Channel/s.
- 3.3. Licensee may not, either directly or indirectly without the prior written consent of Licensor (such consent to be given, conditioned or withheld by Licensor in its sole discretion):
 - a) sub-license or sub-contract any of its rights, obligations or liabilities under this Agreement,
 - b) otherwise sell, assign, license, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available Licensor's Software and Services, except as permitted under the terms of this Agreement,
 - c) make any modifications or improvements to Licensor's Software and Services for any purpose, including error correction or any other type of maintenance;
 - d) reverse engineer or decompile any of Licensor's Software and Services;
 - e) modify, remove or obscure any proprietary notices placed on Licensor's Software and Services;
 - f) copy Licensor's Software and Services by any means for any purpose whatsoever;
 - g) attempt to derive source code or other Confidential Information from Licensor's Software and Services except as permitted by Licensor in writing;
 - h) use Licensor's Software and Services for any purpose other than the limited rights granted by Licensor under this Agreement and in accordance with Licensee's business or in a way that could adversely affect Licensor's name, image or reputation,
 - i) inclusion in the Website/s and/or Channel/s any material that is obscene, defamatory, infringes the rights of third parties or which incites or encourages racism in such manner as to adversely affect the name, image or reputation of Licensor, and/or
 - j) place, permit or allow any advertising for Licensor's Software and Services in contravention of any Applicable Laws, such as on websites or other digital properties which encourage or facilitate crime, such as those which encourage or facilitate the unlawful use of Intellectual Property Rights (such as by so-called file-sharing sites or otherwise);
- 3.4. Licensee and its Operators (to the extent applicable by the context) are prohibited from:
 - a) asserting or implying that title or ownership rights in Software and Services belong to it;
 - b) removing any Licensor's copyright or trademark notice;
 - c) associating the Software and Services with any type of malware (such as viruses, worms, spyware, Trojan horses, time bombs, logic bombs or other such computer program or harmful data) or other codes that might be deemed malicious;
 - d) using or allowing the use of the Software and Services in connection with any content that involves offensive or discriminatory materials, depiction of violence, or any content that might be deemed illegal, immoral or discredit, in any manner, the Licensor's trademark and/or other distinctive marks;
 - e) provide services to its Players and/or Operators in an inappropriate manner or contrary to Applicable Law;
 - f) promote, advertise, or market the Software and Services through any marketing channel whilst engaging in any illegal activity or breaching any Applicable Laws.
- 3.5. For the avoidance of doubt, Licensee's breach of obligations provided under this Chapter shall be deemed a Material Breach of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 4.1. Each Party represents and warrants to the other Party that:

Licensor

(D)

ml Licensee

software and/or services, the Fees of the Agreement shall be revisited and adjusted by the Licensor to reflect said changes with written notice to the Licensee in a reasonable timeframe.

- 5.3. All amounts, payable under this Agreement, shall be paid by Licensee in Euro (currency of the Agreement) and exclusive of any consumption-based tax (including, but not limited to, Value Added Tax or VAT), sales tax and other duties, fees, excises or tariffs and withholding taxes, where applicable via bank transfer to Licensor's bank account defined in corresponding invoice.
- 5.4. Licensee shall pay each invoice issued by the Licensor within 07 (seven) Business Days from the issuing date.
- 5.5. A late charge of 0.3% (zero-point three percent) per day from the due date will apply to any amounts invoiced if Licensor does not receive payment by the relevant due date.
- 5.6. If Fees due to the Licensor are not paid in full by the due date and if there is no raised issue, Licensor may suspend with an immediate effect the provision of the Software and/or Services, or any part thereof until the due Fees are paid.
- 5.7. Parties agree and confirm that ultimate and binding for the Parties source of License Fee calculations is the Licensor's report/s.
- 5.8. The Licensee shall, acting reasonably and in good faith, be allowed to request reviews and/or adjustments of any invoice within 5 (five) Business Days after receiving the relevant invoice, provided that any disputes may only be considered valid if:
 - a) raised within 05 (five) Business Days after receiving the relevant invoice,
 - b) difference between the calculations of the Parties exceeds 3%, and
 - c) there will be reasonable grounds of manifest error in relation to such data.In the absence of manifest error or fraud, the data generated from Licensor's report/s shall be conclusive and final. For greater clarity, all undisputed amounts shall be paid in accordance with point 5.4. above.
- 5.9. Each Party shall bear the obligation to comply with their respective Applicable Laws for assessment and/or self-assessment of any gaming, gambling, value added, goods and services, excise, stamp, and other taxes, levies, duties, and statutory fees on the consumption of services, as well as the obligation for administration of those liabilities, and including the remittance of any such to the Gaming Authority or state budget.
- 5.10. Parties agree and acknowledge that in recognition of changes, if any, in initial conditions for concluding of this Agreement, the Fees of the Agreement may be revisited and adjusted by the Licensor to reflect said changes with 30 (thirty) day prior written notice to the Licensee.
- 5.11. Licensee agrees and acknowledges, that Licensor is entitled, subject to 5 (five) Business Days prior written notification, to request from Licensee to pay upfront one-month average monthly fee (*i.e.* average amount of all fees paid by Licensee to Licensor during last 3 (three) months).

6. AUDIT

- 6.1. Licensor may directly or through an authorized representative perform audits of business activities or parts thereof of Licensee to find out if Licensee complies with the terms of this Agreement (especially incorrect calculations of payment/remuneration).
- 6.2. During the Term and for a period of 1 (one) year after the expiry or termination of the Agreement, irrespectively of the cause for termination, Licensee shall maintain complete and accurate accounting books and records. Such books and records shall contain sufficient information to permit the Licensor to confirm with accuracy all activity related to the Software and Services and to substantiate any fees received or paid with respect to the Software and Services, as the case may be.
- 6.3. In the purposed described above, Licensor is entitled upon reasonable prior written notice and not more than once in every twelve-month period during the term of the Agreement and during the 1 (one) year thereafter to examine such books and records, as well as facilities either in person or by remote means. The Licensee undertakes to ensure that the Licensor shall have remote access to conduct its examination, as required by the latter.
- 6.4. Licensee is obligated to provide the authorized person (people) to perform audit or inspection on behalf of Licensor with any and all necessary cooperation (including presenting necessary documents and providing necessary access). Licensor undertakes to ensure that all authorized person (people) to

- perform the inspection will be bound by the duty to maintain confidentiality and to keep the commencement, course, findings, and results of the inspection secret.
- 6.5. Any inspection or audit as set forth in this Chapter shall be at the cost of the Licensor. However, should auditing Party discover, as a result of an audit carried out pursuant to this Chapter, any errors or omissions or underpayments in the Fees paid by the Licensee, then, the following amounts shall be compensating to Licensor by Licensee within 10 (ten) Business Days from the date on which the later will receive corresponding written request form Licensor, particularly:
- a) amount of underpaid Fees in full,
 - b) reasonable and documented costs of audit.
- 6.6. During the Term of the Agreement, Licensor is entitled at any time and without any notice to conduct deep technical checks and investigations of the Websites (hereinafter "Tech Audit"), including, when needed, by using external tools or software, by installing monitoring systems on the servers used by Licensee, by using any other means, to examine the completeness and correctness of information on bets, winnings, and other commercial information relevant to License Fee calculations.
- 6.7. When conducting a Tech Audit Licensee shall assist Licensor with technical and other means as requested by the latter, including by providing any and all requested information and accesses, if any. Licensee shall not perform any action that may interfere with the Tech Audit conducted by Licensor. Any such action of interference provides Licensor with the full right to impose a penalty on the Licensee in the amount specified in point below.
- 6.8. Should Licensor, in the course of Tech Audit, identify any fraud, hidden data, false commercial information, and which has resulted in underpayments by Licensee, Licensee shall, upon Licensor's written request (email sufficing), pay Licensor penalty in the amount determined by such Tech Audit which were underpaid and/or which the Licensor incurred as a damage or loss, within 5 (five) Business Days upon Licensor's request. Payment of the penalty does not release Licensee from observing its contractual obligations and Licensor is entitled to claim damages incurred thereby. In addition, Licensee shall make a payment in the size of discovered underpayment to Licensor within the time period mentioned above. In case of discovering infringements mentioned in the given point, Licensor shall be entitled to immediately suspend and/or block and/or terminate any use of Software and/or Service and/or any Software and/or any License and/or unilaterally terminate the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights with respect to the Software are the exclusive and sole property of the Licensor, such as but not limited to any source code, internet content, gaming content, graphics, sounds, media, symbols, screen layouts, math models, pay tables artwork, games sequence and rules, and other software elements.
- 7.2. The Licensee acknowledges that the names of any element of the Software and Services including software, logo, and other similar elements are copyrights, protected trademarks, brand names, and/or industrial designs.
- 7.3. Parties shall use the name, logo, brands, or industrial designs of each other only as permitted by this Agreement and for no other purpose. Unless explicitly permitted under this Agreement, neither of the Parties may use the other Party's name, marks, trademarks, trade names or other proprietary symbols, or issue any public statement and/or press release related to this Agreement, without the prior written permission of the other Party.
- 7.4. The Parties ensure that they will not, at any time during or after the Term of the Agreement, disclose to any third party the Intellectual Property or its particulars, or in any manner infringe any of the Intellectual Property Rights of the other Party.
- 7.5. The Licensor grants no other rights than those expressly specified in this Agreement and Licensor expressly reserves and retains any and all rights that are expressly excluded from or not expressly granted to the Licensee pursuant to this Agreement. The Licensee has no other rights to the Documentation or the Software and Services; including any modification or addition to the Software or Services, even if developed by Licensor based on ideas of the Licensee,
- 7.6. Operators, Players, or a third party related to the Licensee.
- 7.7. The Licensee acknowledges and agrees that, as between the Licensee and the Licensor, the licensed Software and all modifications and additions thereto, and all worldwide Intellectual Property Rights that are embodied in, related to, or represented by the Licensed Software and all modifications and

- additions thereto are, and at all times will be, the sole and exclusive property of the Licensor. This includes new functionality, improvements etc. as requested by the Licensees.
- 7.8. The Licensee shall not directly or indirectly associate any product or service which is not proprietary of Licensor with any brand, trade name, trademark, logo, or similar of Licensor, including if such products form part of the Software or Services.
- 7.9. The Licensee and/or its Operators shall not use the Software or Services for any other purpose except for the purposes and use as expressly allowed under this Agreement. In particular the Licensee may not and shall not permit others to:
- a) copy, modify, create derivative works from, or distribute the Software and/or Services or Documentation, any part of it, or any copy, adaptation, transcription, or merged portion of it;
 - b) duplicate, reproduce, distribute, decode, reverse engineer, disassemble, decompile, derive source code from object code or otherwise derive or attempt to derive the internal structure, functioning or other inner workings of the Software and/or Services;
 - c) translate or convert the Software and/or Services or Documentation or any part of it;
 - d) transfer, loan, lease, assign, rent, or otherwise sublicense the Software and/or Services or Documentation other than as provided herein;
 - e) remove or obscure any copyright, trademark notice, or restrictive legend of Licensor and/or its respective vendors, as applicable;
 - f) directly or indirectly: (i) attempt to invalidate any Intellectual Property Rights in the Software or Services; (ii) assert or imply that any right, title, interest or ownership rights in the Software or Services or Documentation belongs to it or any third party; or (iii) assert that the Software or Services or Documentation infringes the Intellectual Property Rights of any third party;
- 7.10. The terms and conditions of this Chapter are material obligations, violation of which shall result in a Material Breach of this Agreement.

8. CONFIDENTIALITY

- 8.1. The Parties hereby acknowledge and agree that during the Term, either Party may have access to or become acquainted Confidential Information of the other Party.
- 8.2. Both Parties shall use their best efforts to protect each other's Confidential Information from improper disclosure and will not, during or after the Term or thereafter, directly or indirectly, use or disclose any such Confidential Information to any person, firm or corporation for any reason or purpose whatsoever, nor shall either Party, for itself or in any representative or other capacity, utilize any such Confidential Information in any manner for its own account or the account of others, except in connection with its performance under this Agreement.
- 8.3. Each Party may disclose confidential information of the other Party to its officers, employees, consultants, and contractors only to the "need to know" extent that this is consistent with the disclosing Party's rights and obligations under the Agreement and if such persons are bound by confidentiality obligations.
- 8.4. Each Party may disclose the other's confidential information if required by law, regulation, or legal process. In such case the disclosing Party shall inform the other Party as soon as practically possible before disclosure, and shall disclose information only to the extent necessary.
- 8.5. Each Party agrees that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information that relates to the other Party or this Agreement without the prior written approval of the other Party.
- 8.6. The foregoing restrictions shall not apply to any Confidential Information which the receiving Party is able to demonstrate, through clear and convincing evidence:
- a) is or becomes generally available to the public through no action by the receiving Party;
 - b) is or becomes available to it from a source, who is not bound to a confidentiality agreement or similar restriction; or
 - c) is disclosed by the receiving Party pursuant to applicable state or local laws or regulations or pursuant to subpoena or judicial order; provided, however, that the receiving Party notifies the disclosing Party in writing of such regulation, subpoena or judicial order and provides the disclosing Party with adequate time to respond before it makes such disclosure.
- 8.7. The Parties agree that every breach of the stipulated terms of confidentiality will lead to irreparable damages for the affected Party. The Party that disclosed unlawfully confidential information shall

indemnify the affected Party with an amount corresponding to the damages, considering the limitations provided in this Agreement.

8.8. The terms and conditions of this Chapter are material obligations, violation of which shall result in a Material Breach of this Agreement.

8.9. For the avoidance of doubt, if the Parties hereunder have entered into a separate agreement regulating the matters of non-disclosure of Confidential Information, such prior agreement shall survive execution of this Agreement.

9. DATA PROTECTION

9.1. The Parties do not intend to process any personal data, however, should any personal data be processed under this Agreement or in connection therewith, it shall be processed in accordance with Applicable Laws. Accordingly, the Parties agree to enter into a data processing agreement to, inter alia, set out their respective obligations in relation to such processing of any personal data.

10. FORCE MAJEURE

10.1. The Parties are relieved of responsibility for failure to perform any of their obligations hereunder in full or in part (with the expressly exclusion of payment obligations) in case such failure was due to a Force Majeure circumstance, which arose after the execution of the Agreement and which circumstance the Parties could not have predicted and prevented.

10.2. Affected by Force Majeure event Party is obliged to provide prompt written notice of such Force Majeure event and takes all necessary and possible measures to limit the adverse impact of such event.

10.3. The Parties shall promptly meet and agree on remedial actions regarding the Force Majeure Event and its effect. The Party affected by the Force Majeure Event shall resume performance of its obligations as soon as the reason for their suspension is no more existent.

10.4. If a Force Majeure event continues and so prevents the performance by the affected Party of its obligations hereunder for more than 90 (ninety) calendar days, either Party shall be entitled to terminate this Agreement immediately by written notice to the other Party. Without derogating from the foregoing, in the event that the Parties wish to continue their engagement, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

11. LIMITATION OF LIABILITY AND INDEMNITIES

11.1. Except in the event of gross negligence, willful misconduct, Licensee's non-payment, neither Party under any circumstances shall be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect, incidental, consequential, special, loss of revenue and/or business, loss of anticipated earning or punitive, exemplary damages howsoever arising out of this Agreement or its termination and irrespective of whether such Party has been advised of the possibility of such loss or damage.

11.2. In all case and notwithstanding anything stipulated to the contrary in the Agreement the maximum aggregate liability of each Party, or any associate, affiliate, parent or subsidiary corporation, for any and all liability for claims made either Party against another Party, in respect of both – a single occurrence or a series of occurrences during whole duration of this Agreement, shall in no circumstance exceed Euro 100,000 (one hundred thousand). Such cap on liability shall not under any circumstances be applicable to Licensee's breach of Licensor's IP Rights and provisions of Chapter "Confidentiality" and provisions of point 11.3. hereof. For the avoidance of any doubt, in no circumstances monetary limitations of this point are applicable to the Licensee's payment obligations.

11.3. Licensee agrees and acknowledges that in case if Licensee decides to terminate Agreement unilaterally in breach of notification period defined in point 12.2. hereof, Licensee is obliged to pay the Licensor penalty in amount of all Fees paid or payable to the Licensor by the Licensee during 3 (three) months preceding such breach of notification, within 5 (five) Business Days upon Licensor's request.

11.4. The Parties acknowledge that from time to time, the performance of Licensor under this Agreement can be temporarily disrupted as a result of hardware failure or other temporary technical problems. Licensee acknowledges and accepts that neither Licensor nor any of its personnel, directors, managers, officers, representatives, subcontractors will be liable to Licensee for any direct, special,

- indirect, consequential, punitive, or exemplary damages, or damages for loss of profits or savings, in connection with any temporary disruptions, except as provided in Annex B.
- 11.5. **Payout Errors.** Licensee shall notify Licenser in writing within 24 (twenty-four) hours of the occurrence of any winnings higher than amount defined in Annex B (hereinafter "**Big Win**") and request confirmation of Big Win (hereinafter "**Payment Notification**"). Licenser shall reply to Licensee in writing and either validate such Big Win or invalidate such Big Win within 72 (seventy-two) hours of receiving such Payment Notification. If Licensee fails to send a Payment Notification in relation to Big Win, Licenser shall have no obligation for such Big Win. However, if
- a) Licenser fails to reply to the Licensee within 72 (seventy-two) hours of receiving such Payment Notification; and/or
 - b) at any time after the validation of a Big Win, it turns out that such big Win was a result of an error, Licenser shall, subject to point 11.2 above, be liable to the Licensee for any amounts paid out to Players incorrectly.
- 11.6. Either Party (hereinafter "**Indemnifying Party**") agrees to indemnify the other Party (hereinafter "**Indemnified Party**") and to hold it harmless against all third-party claims, damages, losses, liabilities, suits and legal expenses arising out of or in connection with such Party's breach of any of the undertakings and/or warranties set out herein. This indemnification shall apply to the other Party's respective successors, assigns, parents, subsidiaries and their respective directors, officers, employees and agents, during and after the Term hereof.
- 11.7. Whenever the Indemnifying Party has an obligation to indemnify the Indemnified Party under this Agreement, that obligation is limited to the extent that the Indemnified Party fully complies with the following obligations:
- a) promptly notifies the Indemnifying Party of any claim or allegation that could give rise to the indemnity and provides the Indemnifying Party will all reasonably required information;
 - b) makes no admissions in relation to such claim or allegation without the Indemnifying Party's consent;
 - c) takes reasonable action (including assisting the Indemnifying Party) at the cost of the Indemnifying Party to mitigate the effect or amount of such claim or allegation; and
 - d) permits the Indemnifying Party, at its sole discretion, to handle such claim or allegation and make all decisions in any subsequent proceedings and conduct negotiations for agreement or settlement, provided however that the Indemnifying Party does not do or say anything that may prejudice or harm the Indemnified Party in any way.

12. TERM

- 12.1. This Agreement shall come into effect on the Effective Date and shall remain valid for the period of the Term, unless it is terminated earlier by either Party or duly prolonged, exclusively as defined in this Agreement.
- 12.2. The Term of this Agreement shall be automatically prolonged for a further period of one year (i.e. 12 months), unless either Party objects to such prolongation with prior written notice of 3 (three) months prior to the last calendar day of the Term (including last calendar month of corresponding one year (12 months) period for which Term is prolonged, if any). Quantities of possible prolongations of Term is not limited.
- 12.3. Either Party is entitled to terminate this Agreement at any time and with/without reason unilaterally by providing 3 (three) months prior written notice to the other Party. Upon such termination both Parties shall be released from all obligations under this Agreement, except from any obligation that expressly survive termination as defined in point 13.5. hereof, as well as Licensee's payment obligations of due Fees.

13. TERMINATION

- 13.1. Either Party may at any time terminate the Agreement if any of the following events occur:
- a) the other Party is in Material Breach of the Agreement;
 - b) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement;
 - c) either of the Parties is under prosecution for the content and aim of this Agreement;

- d) a Force Majeure circumstance occurs and persists for a duration stipulated under point 10.4. herein;
- e) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a Gaming Authority and/or relevant state authority with reference to Applicable Law, to which a Party is subject.
- f) either Party loses any regulatory license, or other required approval, consent or certification as enforced by the Gaming Authority or required under Applicable Law, or loses the right to operate for any reason and/or is unable thereby to fulfil all its obligations as outlined in this Agreement;
- g) changes to the Applicable Law prevent a Party from performing its obligations hereunder, provided that if such changes to Applicable Law do not affect all jurisdictions within the Territory, the License granted hereunder shall cease as long as such affected jurisdictions are concerned, whereas the Agreement shall remain in force for the remaining jurisdictions within the Territory;
- h) the other Party carries out any activity which the terminating Party reasonably believes puts it, its Affiliates or any other entity within its corporate group at risk in respect of their relationship with a Gaming Authority and/or relevant state authority, provided that the terminating party provides written substantiation for such a belief.
- i) the other Party if any Competitor directly or indirectly acquires control over the other Party. For the purpose of this point, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or functionally equivalent to the products and services offered by a Party. A typical Competitor is a business-to-business provider within the gaming industry. If a Party does not exercise its termination right under this provision, then the Agreement will remain in force.
- 13.2. Without prejudice to the above, Licensor shall be entitled to terminate this Agreement with immediate effect, with a written notice (email sufficing) to the Licensee, if Licensee has used or attempted to use the Software in any manner or form that is illegal and/or due to Underperforming.
- 13.3. **Effects of termination.** Upon the expiration of this Agreement or termination thereof, for whatever reason:
- a) the License granted hereunder and any and all sub-licenses granted by the Licensee in connection with this Agreement shall simultaneously and automatically fully expire and/or terminate;
- b) Licensee shall cease making any use of the Software and Services, including without limitation, any advertisement or promotion thereof;
- c) Licensor is entitled promptly shut down the operation of the Software and Services on the Websites;
- d) each Party shall immediately cease using any Confidential Information of the other and shall return to the other Party all such Confidential Information and all copies thereof belonging to or disclosed to it by the other Party, or, upon the other Party's written request, destroy such Confidential Information and provide the other Party with a written confirmation of such destruction; and
- e) the Licensee shall return to the Licensor, or if so requested by the Licensor, destroy any and all source codes and materials supplied by the Licensor or containing IP Rights of the Licensor that are in Licensee's possession or under its control and shall ensure that any copies of such code and materials supplied on hard discs or other storage means associated with any computer equipment owned or controlled by the Licensee are permanently deleted.
- 13.4. In the event of expiry or termination of this Agreement for any reason, neither of the Parties shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination, whichever is the later. Upon expiry or termination of this Agreement a final settlement shall be made between the Parties, payable within 10 (ten) calendar days from the invoice date.
- 13.5. Chapters "Representations and Warranties of the Parties", "Audit", "Intellectual Property Rights", "Confidentiality", "Force Majeure", "Limitation of Liability and Indemnities", "Non-Solicitation and Non-Compete", "Governing Law and Disputes Resolution", "Notices" and "Final Provisions" and any other chapter that by its nature is meant to survive termination, shall survive termination and expiration of this Agreement irrespective of the cause for termination. Accordingly, termination of the Agreement 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(s), which is, expressly or by implication, intended to come into or continue in force on or after such termination.

14. NON-SOLICITATION AND NON-COMPETE

- 14.1. The Licensee agrees and undertakes that during the term of present Agreement and for an additional period of 12 (twelve) months thereafter, it shall not, directly or indirectly, including personally, through its Affiliates, or in any business in which it may be an officer, director or shareholder solicit for employment any person who is employed by the Licensor. In the event that, as a result of such solicitation, an employee of Licensor and/or any employees of the latter's Affiliate become employees of the Licensee (including directly or indirectly as described herein), the Licensee shall pay the Licensor a penalty amounting to 12 (twelve) months' gross salary and/or fee per employees.
- 14.2. The Licensee agrees and undertakes that during the term of present Agreement and for an additional period of 12 (twelve) months thereafter, it shall not directly or indirectly, including personally, through its Affiliates, or in any business in which it may be an officer, director or shareholder contract with or provide the Software and/or Services directly with any Licensor's and/or its Affiliates' providers/customers/partners (hereinafter "**Non-Solicitation Period**"). In the event that, during the Non-Solicitation Period, the Licensee (including directly or indirectly as described herein) enters into a direct contract with, integrates with, provide to or otherwise engages Licensor's and/or its Affiliates' providers/customers/partners (including Software and/or Games providers/suppliers), Licensee is obliged to pay penalty to the Licensor in amount of damages incurred to the latter in addition with penalties provided in the Annex B, if any.
- 14.3. Payments shall be done on monthly bases in 10 (ten) calendar days upon issuing of corresponding invoice by the Licensor pursuant to Chapter 5.

15. GOVERNING LAW AND DISPUTES RESOLUTION

- 15.1. The validity, construction and performance of this Agreement between the Parties shall be governed by the law of the Curacao, regardless of its conflict of law provisions.
- 15.2. If the Parties fail to reach an amicable settlement, any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be subject to the exclusive jurisdiction of the courts of Curacao.

16. NOTICIES

- 16.1. All notices under this Agreement must be in writing and delivered to the respective Party in person or through a reputable courier service (postage prepaid, return receipt requested) or by contact email, as defined in this Agreement. All notices shall be deemed valid written notices if exchanged within Authorized Contacts defined in this Agreement (simultaneously to both addresses: e-addresses and legal addresses).
- 16.2. All correspondence should be in English.
- 16.3. Either Party may change its Authorized Contacts by giving written notice of the change to the other Party in accordance with this Chapter in 5 (five) calendar days upon such changes. Rejection or other refusal to accept, or the inability to deliver because of change of address of which no written notice was given, shall be deemed to be receipt of the notice sent.

17. FINAL PROVISIONS

- 17.1. **Amendments.** This Agreement may not be supplemented, amended or modified in any manner except by in writing and mutually signed by a duly authorized representative of each Party.
- 17.2. **Assignment.** This Agreement is personal to the Parties and neither this Agreement nor any rights, licenses or obligations under same may be assigned or transferred by either Party without the prior written approval of the other Party. For avoidance of doubts, present provision should be interpreted without prejudice to the Licensor's right, defined in point 2.15. hereof.
- 17.3. **Severance.** If any provision of this Agreement is or becomes prohibited by law or is settled by ICC arbitrator to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.
- 17.4. **Successors and Assignees.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assignees permitted in accordance with the requirements

- defined in point 14.2. hereof, and references to a Party in this Agreement shall include such successors and permitted assignees.
- 17.5. **Relations of the Parties.** It is agreed that the relationship between the Parties is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to create any joint venture, co-organisation of a gaming activity, agent and principal, employer and employee, or any relationship other than that of independent contractors. The Licensee is an independent contractor and will perform this Agreement using its own personnel who will remain under its control and management.
- 17.6. **Waiver.** Unless a Party expressly waives its rights in writing, no delay, neglect or forbearance by either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party.
- 17.7. **Good Faith.** This Agreement shall be performed in a spirit of good faith and fair dealing.
- 17.8. **Costs and Expenses.** Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.
- 17.9. **Counterparts.** This Agreement may be executed in two separate counterparts, each of which shall be an original, and such counterparts when taken together constitute one agreement as if Parties sign the same. The Parties shall be entitled to rely on exchange of email in pdf or other electronic copy of the executed Agreement. The Parties hereby agree and acknowledge that such copies are in full force and effect, same as original document, and create a valid and binding Agreement.

In witness whereof the Parties concluded this Agreement in the English, in two copies, both of which have equal legal force. Each Party is given one copy of the Agreement.

18. PARTIES' SIGNATURES

LICENSOR
Digitain Curacao B.V.

C. Van der Leenw, June 24, 2025

By its authorized representative:
Name: **eMoore N.V.**
Title: **Managing Director**



LICENSEE
Santeda International B.V.

m. Chimakhidze
By its authorized signatory:
Name: **Onise Chimakhidze**
Title: **Authorized representative**

ANNEX A – SOFTWARE AND SERVICES DESCRIPTION

to the Software License and Service Agreement / Effective Date 05.06.2025
signed by and between Digitain Curacao B.V. and Santeda International B.V.

Software	RGS
Additional Description	N/A
Integration type	RGS API integration Software shall be integrated into the Licensee's Platform at Licensee's expense and the Licensee shall be responsible for all other operations, activities, and maintenance, not expressly included in the Services, in particular related to the integration and the use of the Software and Services, including the access to and use of the Games, as defined in the Agreement. The server and network firewalls on which the Software are operated will be managed by the Licensor. Licensee shall adapt to the Licensor's RGS accordingly and abide by Documentation and any relevant guidelines to the degree that it is technically feasible and remains fully responsible for the operation of the Licensor's RGS, Games and the undertaking of all necessary administrative and financial measures relating to the Games and their use by the Licensee. For the greater clarity, Licensee acknowledges that Licensor has no responsibility whatsoever regarding Games, its operation and management.
available Channel/s	web, mobile.
Services	integration support, partner and service management services, DDoS protection.
Projects	Uppgaming

DEFINITIONS AND INTERPRETATION

In this Annex the following capitalized terms shall have the following meanings, in addition to terms already defined in Agreement:

Games	Third-Party Providers' online fast, skill and casino games, as the case may be, provided by Licensor, through Licensor's RGS API from time to time pursuant to this Agreement.
RGS	remote gaming server, a software service owned and operated by Licensor that enables the implementation and distribution of online gaming content and manage the generated betting transactions.
API	application programming interface owned and operated by Licensor, which may be utilized to allow interoperability and Licensee's integration with the Software to access certain Software and Services online, as it allows two applications to talk to each other.

PARTIES' SIGNATURES

LICENSOR
Digitain Curacao B.V.

C. Van der Leenw, June 24, 2025

By its authorized representative:
Name: **eMoore N.V.**
Title: **Managing Director**



LICENSEE
Santeda International B.V.

m. Chimakhidze

By its authorized signatory:
Name: **Onise Chimakhidze**
Title: **Authorized representative**

Licensor 

m. Chimakhidze
Licensee

ANNEX B – FEES AND PAYMENTS

to the Software License and Service Agreement / Effective Date 05.06.2025
signed by and between Digitain Curacao B.V. and Santeda International B.V.

Table 1 – SET UP FEE

N	Project Name	Set Up Fee in euro
1	Upgaming	0 EUR

Table 2 – MINIMUM FEE

N	Minimum fee in euro	Period	Comments
1	waived	n/a	n/a

Whenever during the corresponding month Go-Live Date occurs Minimum Fee shall be charged on daily calculation bases. Notwithstanding the abovementioned, if the Go-Live Date occurs after the 15th day of the corresponding month, that month shall not be considered as the first month of the Minimum Fee. Monthly Minimum Fees are waived, unless otherwise defined in this Annex B.

Table 3 – LICENSE FEE FOR THIRD-PARTY PROVIDERS' GAMES

N	Provider	Licensor's share from GGR	Branded/ Premium	Additional Fees	Min. Fee	DD	License
Live casino and Live Products							
1.1	7 mojos	7.50%	+1.5%			No	No
1.2	Absolute Live Gaming	8.50%				No	No
1.3	Atmosfera	11.50%				No	No
1.4	Asia Gaming	11.50%				No	No
1.5	Bet Games TV	8.50%				No	No
1.6	Bet Games TV Satta Matka	11.50%				No	No
1.7	Bet Games TV Twain Sport	12.50%				No	No
1.8	Bombay Live	11.00%		BJ Table fee 0.12EUR/bet <50EUR, 0.10EUR/bet >50EUR		No	No
1.9	CQ9	8.50%				No	No

1.10	Amusnet	11.50%				Yes	Yes
1.11	ESA gaming	6.50%				No	No
1.12	Evolution	13%	+3% to 5%	+3% Side bets BJ Table fee 0.12 EUR/bet <50EUR/Bet, 0.15 EUR/bet (non English) 0.40 EUR <50EUR/Bet		Yes	Yes
1.13	Ezugi	10.50%	+3%	Side bets +3% OTT +1%		Yes	Yes
1.14	Gsport	7.50%				No	No
1.15	Hollywood TV	10.00%				Yes	Yes
1.16	Iconic21	8.50%				No	No
1.17	Imaginative	9.00% Reselling fee - 12.00%		☐ No tax deduction applicable. ☐ No bonus deduction applicable. ☐ ADDITIONAL FEES: €0.12 per main bet is charged for all English and Russian Blackjack Tables. €0.15 per main bet is charged for all other than English and Russian Blackjack Tables. Side bets + 3%;		No	No

1.18	LiveGames (Tombala)	10.50%			No	No
1.19	Live Vegas	10.50%		Tips: 50% / 50%	No	No
1.20	Lucky Streak	11.00%			No	No
1.21	Pragmatic Play	12.50%	+3%	▪ €0.15 per main bet is charged on all Blackjack Tables released from 1st May 2024 ▪ €0.12 per main bet is charged on all Blackjack Tables with minimum bet limit of €50eur and lower on all tables released before 1st May 2024 ▪ €0.15 per main bet is charged on all Native language Blackjack Tables except English ▪ +3% Branded/Premium ▪ +3% on "21+3" and "Perfect Pair" side bets	No	No
1.22	Playtech	11%	+3%	▪ +3% premium games; ▪ +3% side bets; ▪ High stake Black Jack - 0.27 EUR per bet; ▪ Native language tables +1% (Non-native English, Russian and Romanian waived); ▪ Network Progressive JP deposit -10K EUR; ▪ Optional Trivia	Yes	Yes

				games - 500 EUR per day or 10K EUR for month; ▪ Optional "Who wants to be Millionaire " 1,000 EUR per day or 15K EUR per month;		
1.23	SA Gaming	7.50%			No	No
1.24	Skywind	10.50%			Yes	Yes
1.25	Swintt	10.50%			No	No
1.26	TV Bet	8.50%			No	No
1.27	Vivogaming	8.50%			No	No
1.28	XPG	13.50%			No	No
	Virtual Sport					
2.1	Betradar	11.50%			No	No
2.2	Elbet	6.50%			No	No
2.3	Global Bet	10.50%			No	No
2.4	Golden Race	9.50%			Yes	Yes
2.5	Kiron	9.50%			No	No
2.6	Leap Gaming	10.50%			No	Yes
2.7	Nsoft	12.00%			No	No
2.8	Pragmatic Play	9.50%	+3%		No	No
2.9	Digitain Virtual Sport	9.50%				
	Live Horse Racing					
3.1	America Simulcast	12%			No	No
3.2	Universal Soft	13%			No	No
	Lottery					

4.1	Ortiz	9.50%			No	No
4.2	Pragmatic Play	10.50%	+3%		No	No
4.3	Superlotto	10.50%			No	No
RNG						
5.1	1X2 Gaming	9.50%			No	Yes
5.2	4 The Player	13.50%			Yes	Yes
5.3	7 mojos	7.50%			No	No
5.4	7777 Gaming	8.50%			No	No
5.5	Ad Lunam	12.50%			No	No
5.6	Altente	7.50%			No	No
5.7	Amatic	12.50%			Yes	Yes
5.8	Amigo gaming	9.50%			No	No
5.9	Apollo Games	10.50%			No	No
5.10	Aspect	7.50%			No	No
5.11	Atomic Slots LAB	9.50%	+2%		No	No
5.12	Aviatrix	8.50%			No	No
5.13	BB Games	12.50%			No	No
5.14	Barbara Bang	8.00%			No	No
5.15	Belatra	10.50%			No	No
5.16	Bet2Tech	10.50%			No	No
5.17	Betsoft	12%			No	No
5.18	Betsolutions	11.50%			No	No
5.19	Betsolutions Charismatic slots	9.50%			No	No

5.20	BF Games	9.50%			No	No
5.21	Big Time Gaming	10.50%	+2%		Yes	Yes
5.22	BigPot Gaming	6.50%			No	No
5.23	Bluberi	9.50%	+2%		No	No
5.24	Blueprint	12.50%			No	Yes
5.25	BoldPlay	8.00%			No	No
5.26	Booming Games	9.50%			No	No
5.27	Booongo/3 OAKS	9.00%			No	No
5.28	Bulletproof Games	12.50%			No	No
5.29	Caleta	8.50%			No	No
5.30	Chilli	7.50%			No	No
5.31	Concept Gaming	6.00%			No	No
5.32	CQ9	7.50%			No	No
5.33	CT Interactive	9.50%			No	No
5.34	EGT Digital	12.50%			Yes	Yes
5.35	Amusnet	13.50%		1500 EUR	Yes	Yes
5.36	Ela Games	9.00%			No	No
5.37	Endorphina	11.50%			No	No
5.38	Elysium (Maverick)	10.00%			No	No
5.39	ESA gaming	8.50%			No	No
5.40	Espresso Gaming	9.50%			No	No

5.41	Eurasian Gaming	10.50%		No	No
5.42	Evoplay	7.50%		No	No
5.43	Eyecon	12.50%		Yes	Yes
5.44	Fantasma Games	12.50%		Yes	Yes
5.45	Fazi	9.50%		No	No
5.46	FBM DS	9.50%		No	No
5.47	FC gaming	8.50%		No	No
5.48	Felix Gaming	10.50%		No	Yes
5.49	Formula Spin	7.50%		No	No
5.50	Fuga Gaming	12.50%		No	No
5.51	Fugaso	10.50%		No	No
5.52	Funta Gaming	9.80%		No	No
5.53	F*Bastard	7.50%		No	No
5.54	Galaxy Gaming	9.50%	+2%	No	No
5.55	Galaxsys Skill Games	8.00%		No	No
5.56	Galaxsys Fast Games	8.00%	+2%		
5.57	Game Art	10.50%	+3% Branded +5% Premium	No	No
5.58	Gamebeat	7.50%		No	No
5.59	Games Inc	10.30%		No	No
5.60	Gamevy	12.50%		Yes	Yes
5.61	Gaming Corps	8.50%		No	Yes

5.62	Gamomat	10.50%	+2%		No	No
5.63	Gamzix	8.00%			No	No
5.64	Genesis	8.50%			No	No
5.65	Genii	10.50%			No	No
5.66	Givme Games	12.50%			No	No
5.67	GMW	11.50%			No	No
5.68	Golden Hero	12.5%			YES	YES
5.69	Habanero	10.50%			No	No
5.70	Hacksaw	11.50%			No	Yes
5.71	Inbet	6.50%			No	No
5.72	Indigo Magic	9.50%	+2%		No	No
5.73	Iron Dog	12.50%			No	Yes
5.74	Isoftbet	12.50%	+2%		Yes	Yes
5.75	Jade Rabbit	6.50%			No	No
5.76	JDB Gaming	9.50%			No	No
5.77	Jili Games	9.50%			No	No
5.78	JVL	7.50%			No	No
5.79	KA Gaming	8.50%			No	No
5.80	Kajot	6.50%			No	No
5.81	Kalamba	9.50%			No	No
5.82	Kingmakers	8.50%			No	No
5.83	Lady Luck	8.50%			No	Yes
5.84	Leander	9.50%			No	No
5.85	Leap Gaming	9.50%			No	Yes

5.86	Mancala Gaming	8.00%			No	No
5.87	Mascot	8.50%			No	No
5.88	MaxWin Gaming	13.50%			No	No
5.89	Metronia	13.50%			No	No
5.90	Microgaming	12%			Yes	Yes
5.91	Mr Slotty	8.50%			No	No
5.92	My Lucky 6	7.50%			No	No
5.93	Netent	10%	+2%		Yes	Yes
5.94	NetGame	10.00%			No	No
5.95	Netgaming	9.50%	+1%		Yes	Yes
5.96	Njoy	9.50%			No	No
5.97	Noble Gaming / Spinthon	9.50%			No	No
5.98	NoLimit City	10.50%			No	Yes
5.99	Northern Lights	13.50%			Yes	Yes
5.100	N2 (Greentube)	13.50%	+ 1%		No	Yes
5.101	Greentube	TBD			Yes	Yes
5.102	Nucleus Gaming	10.50%			No	No
5.103	One Touch	9.50%			No	No
5.104	Only Play	8.50%			No	No
5.105	Orbital Gaming	7.50%			No	Yes
5.106	Oryx Gaming	9.50%	+2%		No	No
5.107	Pariplay	10.00%	+2%		No	No
5.108	Panga Games	8.00%				

5.109	Patagonia/Sals a	11.00%		No	Yes
5.110	Pate Play	8.50%		No	No
5.111	PGSoft	8%		No	No
5.112	Phoenix7	8.00%		No	No
5.113	Pirates Gold Studio	12.50%		No	No
5.114	Platipus	8.00%		No	No
5.115	PlayNGo	12%		Yes	Yes
5.116	Playson	10.00%		No	No
5.117	Playtech	11%	+3%	Yes	Yes
5.118	PopiPlay	7.50%		No	No
5.119	Pragmatic Play	10.00%		No	No
5.120	Prospect Gaming	12.50%		No	No
5.121	Push Gaming	12.50%		Yes	Yes
5.122	Qora	10.50%		No	No
5.123	QuicksPin	10%		Yes	Yes
5.124	Raw	11.50%	+2%	No	No
5.125	Red Rake Gaming	12.50%		No	Yes
5.126	Red Tiger	10%	+2%	Yes	Yes
5.127	Reel Play	12.50%		Yes	Yes
5.128	Reevo	10.50%		Yes	Yes
5.129	Relax Gaming	9.00%		Yes	Yes
5.130	Relax Gaming table games	3.5%		Yes	Yes

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5.131	Retro Games	9.50%			No	No
5.132	Revolver	8.50%			No	Yes
5.133	Rival	7.50%			No	No
5.134	Ruby Play	8.50%			No	No
5.135	Sigma Games	12.50%			No	No
5.136	SimplePlay	9.80%			No	No
5.137	Skywind Slots	9.00%			No	Yes
5.138	Slotmill	12.50%			No	No
5.139	Smartsoft	9.50%			No	No
5.140	Spadegaming	8.50%			No	No
5.141	Spearhead	8.00%	+2%		No	No
5.142	Spinmatic	9.50%			No	No
5.143	Spinomenal	9.50%			No	No
5.144	Spinoro	6.50%			No	No
5.145	Spride	10.00%			No	Yes
5.146	Stakelogic	12.50%	+2%		Yes	Yes
5.147	Swintt	8.50%	+2%		No	No
5.148	Synot	9.50%			No	Yes
5.149	Tada Gaming	7.50%			No	No
5.150	The Better Platform	7.50%			No	No
5.151	TheGamesCo	12.50%			No	No
5.152	Thunderkick	9.00%			No	No
5.153	Thunderspin	6.50%			No	No
5.154	Tom Horn	8.50%			No	No
5.155	TouchStone	12.50%			No	No

5.156	TPG	9.80%			No	No
5.157	Triple Cherry	7.50%			No	No
5.158	TrueLab	10.30%			No	No
5.159	Turbo Games	9.50%			No	No
5.160	Vela Gaming	9.50%			No	No
5.161	Vibra Gaming	8.50%	+2%		No	No
5.162	WAC / Platin gaming slots	10.50%			No	No
5.163	WAC Slots	8.50%			No	No
5.164	Wazdan	10.50%			No	No
5.165	WinFast	9.50%	+2%		No	No
5.166	Worldmatch	10.50%			No	No
5.167	Yggdrasil	12.50%			No	No
5.168	Zeus Gaming	7.50%			No	No

Vendors below are subject to a total of 1,500 EUR min fee commitment per month.

6.1	1sPin4Win	9.50%			1500 EUR	No	No
6.2	AvatarUX	15.50%				Yes	Yes
6.3	BGaming	8.50%	+4%			No	No
6.4	Igrosoft	13.50%				No	No
6.5	Merkur	16.50%				No	No
6.6	RFranco	11.50%				No	No
6.7	Zillion	11.50%				No	No

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Table – UNDERPERFORMING

a) after the first 6 (six) months from Commencement Date, a monthly average GGR lower than Euro125 000 (one hundred twenty-five thousand), and
b) after the first 24 (twenty-four) months from Commencement Date, a monthly average GGR lower than Euro 250 000 (two hundred fifty thousand);
in both cases, such average GGR shall be calculated quarterly during any calendar year throughout the Term.

Table – BIG WIN

From Payout Error point view Big Win in accordance of point 11.5. of the agreement is	20,000 (twenty thousand) euro
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Table – PAYMENTS

1. Any amounts or monies accrued or realized by the Party in a currency other than Euro shall be converted into Euro as quoted on www.xe.com at the average exchange rate for the reporting period (calendar month). The average exchange rate is determined as the sum of all daily values of the exchange rate for the reporting period (calendar month) divided by the number of calendar days in the reporting period (calendar month). In case if Third-Party Provider provides other sources (websites) for currencies quotation in regards of their Games, Parties agree and confirm that said sources are subject to be used for their calculations as well.
2. If monthly GGR of Licensee is negative (falls below 0), the GGR used for the basis of the calculation for such month and/or corresponding Project and/or corresponding Third-Party Provider shall be set to 0 (zero), and the negative GGR result shall not be carried forward to the following month and/or other Project and/or Third-Party Provider. For greater clarity, the calculation of GGR of each month, each Project, each Third-Party Provider shall be considered separately, i.e., the formulas set out in this Annex shall apply individually to each month, each Project, each Third-party Provider; the GGR generated by each Project and/or each Third-Party Provider's Game/s will not be set off against the GGR generated by any other Project and/or Third-Party Provider.
3. For the invoice calculation UTC (+0) time zone should be considered.
4. Licensee agrees and acknowledges that all fees and calculations provided hereof are per Project, unless otherwise provided in corresponding table.

PARTIES' SIGNATURES**LICENSOR****Digitain Curacao B.V.***C. Van der Leeuw, June 24, 2025*

By its authorized representative:

Name: **eMoore N.V.**Title: **Managing Director****LICENSEE****Santeda International B.V.***m. Chimakhidze*

By its authorized signatory:

Name: **Onise Chimakhidze**Title: **Authorized representative***m. lu*

ANNEX C – SERVICE LEVEL AGREEMENT

to the Software License and Service Agreement / Effective Date 05.06.2025
signed by and between Digitain Curacao B.V. and Santeda International B.V.

1. General

- 1.1. This service level agreement ("SLA") is attached to and made part of the Agreement and governs the service levels of the technical support and consultations provided by the Licensor to the Licensee with respect to the installation and operation of the Software and Services.

2. Definitions

- 2.1. In this SLA words and expressions below shall have the meaning provided next to them:

"Critical Priority Incident" means an Incident that has a critical impact on the operation of the Software, resulting in its total or partial failure or unavailability, its inability for the majority of the Operators and/or Players, as the case may be, or degradation of performance to an unusable level;

"High Priority Incident" means an Incident that has a significant impact on the operation of the Software, resulting in severe limitation of its operation or partial unavailability, namely in a degraded system performance of the Software, which however allows Operators and/or Players, as the case may be, to use the Software at a limited capacity;

"Incident" means any disruption with the functionality of the Software that may or may not result in its failure or unavailability;

"Incident Report" means notification provided by the Licensee to the Licensor in accordance with the procedure defined under this SLA and pertaining to the failures and/or interruptions in the functioning of the Software installed on the servers of the Licensee, which affect the use of the Software by the Operators and/or Players, as the case may be;

"Medium Priority Incident" means an Incident that has limited or no impact on the operation of the Software, resulting in unavailability of certain Software features, but not affecting the overall operation, such as a component of the Software is returning an error or not responding or the Incident is specific to a limited number of Operators and/or Players, as the case may be;

"Resolution" means either a bug fix, work-around, patch, or other modification or addition that resolves the Incident and/or makes the Software operational and all its features available for all Operators and/or Players, as the case may be.

- 2.2. Words and expressions which are defined under clause 1 of the Agreement shall have the same meaning in this SLA unless explicitly defined differently above.

3. Incident Reports

- 3.1. All Reports pertaining to the Incidents shall be filed in writing in the Licensor's Help Desk Portal or by means of any other properly set up procedure that the Licensor may so designate during the Term of the Agreement.

4. Service Levels

- 4.1. Licensor shall use their best efforts to verify any Incident reported by Licensee by way of filing of an Incident Report and to provide a Resolution in accordance with the applicable priority levels:
- 4.1.1. in the event of a Critical Priority Incident, the Licensor shall respond to the Incident Report within 15 (fifteen) minutes, commence verification of the Incident immediately thereafter and, upon verification, shall initiate work to provide Licensee with a Incident Correction within 2 (two) hours;
- 4.1.2. in the event of a High Priority Incident, the Licensor shall respond to the Incident Report within 30 (thirty) minutes and shall provide the Licensee with an Incident Resolution within 8 (eight) hours;
- 4.1.3. in the event of a Medium Priority Incident, the Licensor shall respond to the Incident Report within 2 (two) hours and shall provide the Licensee with an Incident Resolution within 7 (seven) Business Days.
- 4.2. Below is the Service Levels summary for Critical Priority Incidents, High Priority Incidents and Medium Priority Incidents, and the associated response times and the target resolution times for each type of Incident as defined hereunder:

Priority Level	Priority	First Response Time	Resolution Time
Level 1	Critical	Up to 15 minutes	Up to 2 hours
Level 2	High	Up to 30 minutes	Up to 8 hours
Level 3	Medium	Up to 2 hours	Up to 7 Bus. Days

- 4.3. Licensor's ability to meet designated first response and resolution time Service Levels shall be calculated based on monthly averages.

5. Acceptable Downtime

- 5.1. Licensor shall make commercially reasonable efforts to ensure that Software Uptime on average equals or exceeds 99,5% each calendar month calculated from the date of the Commercial Launch.
- 5.2. Uptime is calculated as follows:

$$UPTIME = 100\% - Downtime\%$$

Where Downtime is the time during a given month, when, for any technical reason, betting is totally impossible for the Players.

For the purposes of calculation of Uptime and Downtime, the length of a month shall be calculated based on the following formula:

$$\text{Month} = 365/12 \text{ days} * 24 \text{ hours}$$

- 5.3. For the avoidance of doubt, Downtime under clause 5.2 above pertains to unplanned incidents only and the following shall not be considered for the purposes of calculation:
- 5.3.1. any scheduled downtime for System Maintenance and Upgrades, performed in accordance with the procedure described in the Agreement;
- 5.3.2. downtime for adding New Functionalities, as may be agreed between the Parties;
- 5.3.3. downtime, directly or indirectly resulting from or caused by (a) Licensee's actions or inactions, (b) Licensee's equipment and/or third-party equipment/services to the extent that such third-party

equipment/services are not within the Licensor's control, or (c) the unavailability of or problems with the Internet or data network;

- 5.3.4. downtime directly resulting from the actions or inaction of third parties, including third party product and service providers of the Licensor if failure by the latter to provide proper services or disruption thereof plays a key role in the occurrence of the downtime;
- 5.3.5. downtime due to disruption of normal traffic to the web caused by DDos attacks;
- 5.3.6. unavailability caused by factors outside of Licensor's reasonable control, such as unpredictable and unforeseen events that could not have been avoided even if reasonable care had been exercised, or
- 5.3.7. any other scheduled downtime for which the Licensee has been notified at least twenty-four (24) hours prior to such downtime.
- 5.4. Downtime / Uptime calculation is done by the Licensor, based on numbers, statistics and figures determined by the Licensor's hardware and software. For the avoidance of doubt, any dispute or controversy that may arise between the Parties with respect to the calculation of Uptime shall be resolved based on data provided by the hardware and software used by the Licensor.
- 5.5. The Licensor shall provide monthly reports regarding the actual Uptime calculations for the month only upon Licensee's written request.

PARTIES' SIGNATURES

LICENSOR
Digitain Curacao B.V.

C. Van der Leeuw, June 24, 2025

By its authorized representative:
Name: **eMoore N.V.**
Title: **Managing Director**



LICENSEE
Santeda International B.V.

m. Onise Chimakhidze

By its authorized signatory:
Name: **Onise Chimakhidze**
Title: **Authorized representative**