

GAMES LICENSE AND OPERATIONS AGREEMENT

This Games License and Operations Agreement (the "**Agreement**") is made and entered into on 01/10/2023, by and between **Celesta Technologies N.V.**, a Celesta registered under the laws of Curacao, with its registered address at ~~Zuikentuinweg 2/N, Willemstad, Curacao (the "Celesta")~~, and Next to You B.V, a company registered under the laws of Curacao, with its registered address at Kaya Richard J. Beaujon Z/N, Curacao (the "**Operator**").

The Celesta and the Operator may also be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

The Parties hereby acknowledge and agree that this Agreement shall be effective as of 01/10/2023 (the "**Effective Date**").

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WHEREAS, Celesta is a limited liability company registered under the laws of Curacao; and is a licensed game provider under the laws of Curacao; and

WHEREAS, Celesta offers Games and gaming System (as defined below) for the gambling sector as game aggregator; and

WHEREAS, The Operator is a licensed B2C gaming operator under the laws of Curacao and offers online games of chance through its Websites; and

WHEREAS, The Operator wishes to acquire a license to use such Games and Gaming System for its business through its Websites and Celesta is willing to grant a license, all subject to and in accordance with the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties, it is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement the following expressions shall have the following meanings:
- "**Applicable Law**" means all legislation, by-laws, regulations and other statutory instruments, as amended, varied or replaced from time to time, which relates to the conduct of remote gaming and the provisioning of remote gaming related services.
 - "**Defect**" shall mean an error in the Platform that causes their failure to operate substantially in accordance with the relevant specifications.
 - "**Documentation**" shall mean documentation that accompanies each Game, including a functional specification, payout-tables, certificates, release notes and any other relevant documentation in relation to the each Game.
 - "**Game(s)**" means games provided to the Operator via the Gaming System from time to time.
 - "**Gaming System**" means the gaming system provided by Celesta under this Agreement, including the Games, platform and the back-end system.
 - "**Group**" means, in respect of a Party, the holding company of that company, together with every subsidiary of that holding company; a company is a 'subsidiary' of another company, its "holding company", if (and for as long as) the other company (i) holds a



majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.

"Jackpot Changes" means jackpot contributions on jackpot Games during a Reporting Period minus jackpot pay-outs excluding seed.

"Launch Date" means the date when any of the Games are made available to play on the first Website.

"Operator Services" means the offer of the Games to the public in the territory by the Operator via the Website(s).

"Player(s)" means persons that play the Games on the Websites.

"Reporting Period" shall mean calendar month.

"Restricted Territories" means all such territories where the Operator is prohibited from exercising the rights granted under this Agreement in accordance with Applicable Laws.

"Third Party" shall mean any person or entity with which Celesta entered into separate agreements for the provision of games.

"Third Party Gaming Platform" shall mean the overall software package licensed by the Third Party to Celesta under any agreement including, but not limited to, technical documentation, updates and upgrades, road map releases, games, Third Party's gaming tools, and other Third Party's assets, for the development, management and distribution of online games.

"Software Error" means any deviation from the intended, accurate and correct functioning of the Gaming System and/or an Game, including but not limited to, any software malfunction in relation to frontend, game client or server and/or game engine.

2. LICENSE

- 2.1. Celesta hereby grants to the Operator during the term of this Agreement a limited, personal, non-transferable, non-exclusive, non-assignable license to provide the Games on the Websites via the Gaming System in accordance with the terms of this Agreement. The Games may not be provided or offered in the Restricted Territories. The Operator agrees to block all Players located in the Restricted Territories from being able to access the Games.
- 2.2. This Agreement does not imply or grant any exclusivity to or by either Party in other business dealings, i.e. Celesta may license the Games to other operators and the Operator may procure games from other developers, unless the Parties separately agree on certain exclusivity on a case-by case basis.
- 2.3. Without the prior written consent of Celesta or as otherwise stated in this Agreement, the Operator shall not (a) copy the Games, the Gaming System or the Documentation, (b) assign this Agreement or transfer, lease, export or grant a sublicense to the Games or the Gaming System to any third party, (c) reverse engineer, decompile or disassemble any of the Games or the Gaming System or (d) use the Games or the Gaming System for any other purposes than providing the Games to Player's on the Websites in accordance with the terms of this Agreement.

3. INTEGRATION AND LAUNCH



- 3.1. The Parties acknowledge that the integration between the Websites and the Gaming System will require efforts from both Parties. The Parties will provide know-how and resources as required to make the integration process as smooth and quick as possible. Celesta will provide relevant technical information and documentation concerning the Gaming System in order to carry out the integration. The Operator shall be responsible for the integration necessary on the Operator's side to connect to the Gaming System.

4. OPERATION AND SERVICE LEVELS

- 4.1. Operation of the Gaming System will be performed by Celesta. These services include the following:
- 4.1.1. Provision of standard 2nd line technical e-mail support to the Operator for the Games and the Gaming System during normal business hours CET.
 - 4.1.2. Technical integration support, including guidance during set-up and helping in reviewing code. Integration support is recommended by Celesta as it is imperative for successful integration and quick launch. The Operator is responsible for its own costs and expenses in connection herewith.

5. OPERATOR'S OBLIGATIONS

- 5.1. Full Integration
The Operator shall integrate the Games tightly into the Websites using full functionality of the API's, so that the Games will appear to Players as an integral part of the Websites. The Operator is responsible for the integration between the Websites and the Gaming System and that the integration is conducted in accordance with the integration manual provided by Celesta.
- 5.2. Testing
The Operator is responsible for testing prior to commercial launch.
- 5.3. Visibility
The Games shall be made available in a clearly visible way and shall be easily accessible to Players within the Websites.
- 5.4. 1st Line Customer Support
The Operator is responsible for providing its Players with 1st line customer support.
- 5.5. Fraud Control
The Operator is responsible for maintaining fraud control to ensure that chargeback's and other fraudulent behaviour is minimized. Such measures shall include but shall not be limited to, limiting deposits and obtaining verification of Players' details.
- 5.6. Daily Operations
The Operator is responsible for the day-to-day operational activities in relation to the Games, including but not limited to, marketing, customer support and care, fraud screening, payment management, etc.
- 5.7. Certificates
The Operator is responsible for all activities and costs relating to obtaining and maintaining SSL and other required certificates.
- 5.8. Marketing
The Operator will use reasonable endeavours to market the Games to both new and existing Players. Marketing, promotion and sponsoring activities shall at all times be in compliance with applicable laws and conducted in a manner whereby the goodwill and integrity of both Parties is protected and not put at risk.

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5.9. Authorisations

Operator is solely responsible for obtaining all required licenses, permits, approvals and/or certifications required for exercising the rights and obligations under this Agreement from applicable authorities and to maintain the said licenses, permits, approvals and/or certifications for the entire Term of this Agreement. Any expenses whatsoever incurred for the obtainment of such approval shall be borne in full by the Operator.

5.10. Software Errors

Operator is responsible to take all necessary action to mitigate damages caused by any Software Error(s), including but not limited to, RTP monitoring and the immediate removal of Games from the Websites, and to provide necessary assistance to Celesta in rectifying such Software Error.

6. FEES AND PAYMENT

- 6.1. In consideration for the license of Games, the Operator shall pay the Celesta at cost + 2% basis. The Licensee shall be paid on a monthly basis, when thirty days following the end of the month in which the invoice was issued (NET+30).
- 6.2. Late payments will incur a penalty interest of (10) per cent per annum.
- 6.3. If an overpayment or an underpayment has been made, Celesta will invoice or credit the Operator for such an amount or adjust the next invoice to the Operator accordingly.

7. WARRANTIES

- 7.1. Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfill its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.
- 7.2. Celesta warrants to the Operator that:
 - 7.2.1. The Games and the Gaming System shall in all material aspects perform in accordance with the Documentation.
 - 7.2.2. The Games and the Gaming System do not infringe any intellectual property rights held by third parties.
 - 7.2.3. The Games and the Gaming System will be provided with commercially reasonable resources allocated.
 - 7.2.4. The Games and the Gaming System shall be free from all viruses known generally at the date of integration.
 - 7.2.5. Celesta will use reasonable efforts to avoid that the Games and the Gaming System contains any Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which have the potential to impair or prevent the operation of the Games and the Gaming System. If any such Trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful component is contained despite Celesta's efforts, Celesta will use reasonable efforts to correct this in the Games and the Gaming System.
- 7.3. Celesta shall not be liable for any Defect to the extent it results from:
 - 7.3.1. use of the Games and the Gaming System other than in accordance with the Documentation and this Agreement;
 - 7.3.2. any modification of the Games and the Gaming System not carried out or authorized in writing and in advance by Celesta;



- 7.3.3. any failure by Operator to use the then current version of the Games and the Gaming System or any improper use, misuse or unauthorized alteration by the Operator (or any of Operator's third parties) of the Games and the Gaming System; or
- 7.3.4. any failure of electric power or environmental control systems, failure of hardware, software or other products or services not directly supplied by Celesta, or any other matter beyond the reasonable control of Celesta.
- 7.4. The Operator warrants to Celesta that:
 - 7.4.1. The Operator shall take all reasonable efforts in order to ensure that the Games are provided to Players in compliance with applicable laws and that commercially reasonable endeavors are made to ensure the Players a bona fide environment.
 - 7.4.2. The Operator shall operate its gaming business in accordance with relevant laws and will obtain authorization from relevant authorities if applicable. The Operator shall remain solely responsible for maintaining such approvals.
 - 7.4.3. The Operator will not challenge, or assert ownership in, the Gaming System.
 - 7.4.4. The Operator will comply at all times with Applicable Anti Money Laundering Legislation as well as Applicable Data Protection Legislation, and in general, all other Applicable Laws.

8. INTELLECTUAL PROPERTY

- 8.1. Each Party grants to the other Party a right to use the first Party's trademarks as necessary for the other Party to perform its obligations under this Agreement.
- 8.2. All legal and beneficiary interest in any intellectual property belonging to either Party, such as, but not limited to, hardware, firmware, software, game mathematics, materials, interfaces, documents, notes, frameworks, specifications, drawings, goods and devices shall remain the property of the originator.
- 8.3. Celesta may issue a takedown notice to the Operator for a specific Game or set of Games at any time upon receiving a third party intellectual property claim or as a result of a third party license termination or expiration. Upon receipt of a takedown notice, the Operator shall remove such Game(s) from the Websites within forty-eight (48) hours.

9. INDEMNIFICATION

- 9.1. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless, the other Party (the "Indemnified Party") (including its directors, officers, agents and employees) from and against all actual liabilities, liens, claims, damages, costs, expenses, including reasonable attorney's fees, arising out of:
 - 9.1.1. breach of the warranties and representations by the Indemnifying Party set forth above;
 - 9.1.2. breach of any confidentiality provisions set forth in this Agreement;
 - 9.1.3. any claims or suits, and all such losses, including indirect and/or consequential loss, damages, costs or expenses arising therefrom, of whatever nature brought against the Indemnified Party derived from a Software Error, provided that such claim, suit or losses was not caused by, or derived from, an act or omission solely and directly attributable to the fault of Indemnified Party.
- 9.2. The Operator shall be solely and exclusively liable and responsible for any Player complaint and/or dispute, howsoever arising and shall defend and indemnify Celesta from and against any and all claims brought against Celesta by Players related in any manner



to the Operator's offer of the Operator Services to such Players.

10. LIMITATION OF LIABILITY

- 10.1. Celesta shall not be liable to the other for any indirect, special, incidental, and/or consequential damages of any kind, arising under of or in connection with this agreement.
- 10.2. Notwithstanding anything to the contrary herein, the total liability of each Party under this Agreement to the other shall be limited to an amount equal to EUR 10,000.

11. TERM AND TERMINATION

- 11.1. This Agreement shall commence on the Effective Date and shall remain valid for a minimum period of three (3) years (herein the "**Initial Term**"). Following the Initial Term, this Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a "**Renewal Term**", together with the Initial Term, the "**Term**"), until and unless either Party with a written notice of non-renewal at least ninety (90) days prior to the lapse of the Initial Term or the Renewal Term.
- 11.2. This Agreement may be terminated by Celesta upon a sixty (60) day advance written notice, for any or no reason.
- 11.3. Celesta may, on giving notice to Licensee, immediately suspend or terminate the license of any game, feature, functionality and/or service provided under this Agreement, where:
 - 11.3.1. An agreement with a third party that is required for Celesta to make available such game, feature, functionality and/or service expires, is terminated or is suspended;
 - 11.3.2. Celesta or other member of its Group has been notified or, acting reasonably, believes, that making such game, feature, functionality and/or service available is an infringement of, or may reasonably be likely to infringe any rights of any third party, including, without limitation, Intellectual Property Rights;
 - 11.3.3. Celesta or other member of its Group has been notified by any regulatory authority it should cease making such game, feature, functionality and/or service available;
 - 11.3.4. There is an error or a Defect with such game, feature, functionality and/or service;
or
 - 11.3.5. There is a failure of Operator to pay any amounts due in accordance with Section 6 within forty-five (45) days from the date on which it has fallen due, provided that the Celesta shall provide fifteen (15) days prior notice of such termination;
or
 - 11.3.6. For any reasonable commercial reason.
- 11.4. This Agreement may be terminated at any time by either Party in the event of the other Party's breach of any of the material terms or conditions herein and the failure to cure such breach within fifteen (15) days after written notice thereof from the other Party, or in the event that either Party shall be or become insolvent, or if proceedings in bankruptcy, insolvency receivership or other similar proceedings have been initiated against the other Party and not canceled within thirty (30) days of said initiation.

12. WAIVER

- 12.1. The Operator shall waive claims of any nature related to the operation of the Third-Party Gaming Platform towards Celesta.

13. CONFIDENTIALITY

- 13.1. In this Agreement, “**Confidential Information**” shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one Party (the “**Discloser**”) to the other Party (the “**Recipient**”) pursuant to this Confidentiality Section. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof. As used herein, “Discloser” or “Recipient”, as the case may be, shall include such party and any member of its Group, as shall be from time to time.

“**Group**” shall mean, in respect of a party, the ultimate parent Celesta of that party, together with every direct and indirect subsidiary of that holding Celesta; a Celesta is a ‘subsidiary’ of another Celesta, its “holdings Celesta”, if (and for as long as) the other party (i) holds a majority of voting rights in it; (ii) is a member of it and has the right to appoint or remove a majority of its board of directors; or (iii) is a member of it and controls, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it or the right to appoint or remove a majority of its board of directors.

“**Representative**” shall mean any person employed or otherwise engaged with Recipient.

- 13.2. Confidential Information does not include information which:
- 13.2.1. Had become part of the public domain, through no fault of the Recipient; or
 - 13.2.2. Information disclosed to Recipient by a third party without an obligation of confidentiality; or
 - 13.2.3. Information that is already in the possession of the Recipient, as prove by written records; or
 - 13.2.4. Information has been developed independently by the Recipient.
- 13.3. Each Party shall, both during the Term and thereafter:
- 13.3.1. Keep all Confidential Information strictly secret and confidential and shall use its best efforts to prevent any unauthorized disclosure of such Confidential Information;
 - 13.3.2. Disclose and provide access to the Confidential Information only to Representatives on a “need to know” basis, only to the extent required for the purpose of this Agreement, and only provided that such Representatives have executed a confidentiality undertaking with terms which are not less restrictive than the terms of this Confidentiality Section;
 - 13.3.3. Ensure that any Representative to whom it discloses any Confidential Information is made aware of, and complies with, all of the obligations hereunder. Recipient is responsible for any Representative's breach of any obligations concerning the Confidential Information whether during or after their employment with, or engagement by, Recipient; and
 - 13.3.4. Use Confidential Information only in connection with the proper performance of this Agreement.
- 13.4. Without limiting the above provisions, save as required by law or any applicable competent authority to which either Party is subject (wherever situated), no Party shall make any

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public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

- 13.5. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and since a breach by Recipient of any of the promises or agreements contained herein may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law, Discloser shall be, without waiving any other rights or remedies, entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
- 13.6. This Confidentiality Section and/or any disclosure made in accordance herewith does not grant Recipient any rights in connection with the Confidential Information or any trademark, copyright or patent whether existing or subsequently owned or controlled by Discloser.
- 13.7. Recipient undertakes, upon receiving Discloser's written request, to return to Discloser possession or destroy Discloser's Confidential Information as soon as reasonably possible.
- 13.8. This Section 12 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

14. INDEPENDENT CONTRACTOR

- 14.1. The relationship of Operator and its employees and other personnel with Celesta will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Neither the Operator nor any Associates have any authority to (and none of them will) bind or obligate Celesta or any member of its Group (as defined below) by contract or otherwise. Neither the Operator nor any Associates shall make any representations or warranties, contracts or commitments to anyone with respect to any contract or otherwise on behalf of the Celesta or any member of its Group. Only Celesta may, at its sole discretion, determine whether or not to enter into any agreement or obligation, for any or no reason.
- 14.2. The Operator or its employees and personnel will not be entitled to any of the benefits which Celesta may make available to its employees, such as group insurance, profit-sharing or retirement benefits.
- 14.3. The Operator acknowledges that it has read and fully understood the terms of this structure of the relationship between the Parties as an independent contractor, and Celesta will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on the Operator's behalf.
- 14.4. The Operator agrees to accept exclusive liability for complying with all applicable laws governing related to employment and labor matters including obligations such as payment of taxes, social security, disability and other contributions to its employees and advisors based on fees paid to the Operator under this Agreement. The Operator hereby



agrees to indemnify and defend Celesta against any and all such taxes or contributions, including penalties and interest.

15. GENERAL PROVISIONS

- 15.1. This Agreement constitutes the full and entire understandings and agreements between the Parties with respect to the subject matter hereof, and replaces and supersedes any previous agreement and/or communications between the Parties. This Agreement may only be amended, modified or varied by a written instrument duly executed by both Parties.
- 15.2. No failure, delay or forbearance of either Party in exercising any power or right hereunder shall in any way restrict or diminish such Party's rights and powers under this Agreement or operate as a waiver of any breach or non-performance by either Party of any of the terms or conditions hereof.
- 15.3. This Agreement and the rights hereunder may not be assigned or novated by any of the Parties hereto without the written consent of the other Party and any attempt to do so shall be considered null and void, provided that the Operator has the right to assign all rights and obligations under this Agreement to any of its affiliates or members of its group, upon written notice to that effect.
- 15.4. All notices required to be delivered under this Agreement shall be effective only if in writing at the designated address of each Party, and shall be delivered personally, or by prepaid first class or pre-paid air mail post.
- 15.5. Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including without limitation, labour dispute, compliance with any law or governmental order, rule, regulation or direction, strike, lockout, pandemic, epidemic, fire, riot, war, and terrorism ("Force Majeure Event") to the extent that the same arises without the fault or negligence of such Party. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of thirty days or more, either Party may terminate this Agreement and/or a Work Order, after such thirty-days period has elapsed due to force majeure immediately by written notice to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.
- 15.6. This Agreement shall be governed by, interpreted and construed in accordance with the laws of England and Wales, without regards to conflict of law provisions thereof. The Parties agree that any claims, legal proceedings, or litigation arising in connection with the Agreement, will be brought solely to the courts of London, England, and the Parties consent to the exclusive jurisdiction of such courts.
- 15.7. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, and the remaining parts shall be enforced as if such invalid, illegal, or



unenforceable part were not contained herein, provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

- 15.8. The Celesta shall be entitled to offset from any and/or all payments due to Operator, any and/or all amounts the Celesta shall be entitled to receive from the Operator at such time.
- 15.9. Either Party's failure or delay in enforcing any of the provisions of this Agreement shall not, in any way, be construed as a waiver of any such provisions, or prevent such party thereafter from enforcing each and every other provision of this Agreement which were previously not enforced.

CELESTA TECHNOLOGIES N.V.



By: Aurelien Christian Marc Lohrer
Title: Director

NEXT TO YOU B.V.



By: Gouloud Hammoud o.b.o Global Related
Services B.V
Title: Director