

AGREEMENT NO. BB-25-655 ON SOFTWARE DEVELOPMENT

This agreement is made on 15/09/2025, between:

Bromston Associates Ltd., a company incorporated under the laws of Cyprus, with registration number HE 381328, having its principal office located at 11 Katalanou street, Flat 11, 1100 Nicosia, Cyprus (hereinafter – Developer), and

Overseas Gaming Management B.V., a company incorporated under the laws of Curacao, with registration number 167066 (0), having its principal office located at Julianaplein 36, Curacao (hereinafter – Client) on the following:

Terms

Assignment – the scope of the work to be done by Developer under this agreement as is listed in the Exhibit A of this Agreement; Software - a fully functioning internet casino with URL - wmgames.com, based upon the specifications provided by Client (See Exhibit A) integrated with the system Fundist.org.

1. Subject of the agreement

1.1. Developer undertakes to design, develop and deliver to Client Software to be used via website in accordance with Assignment and other terms of this agreement, whereas Client undertakes to pay for and accept Software in accordance with Exhibit A, Exhibit B and other terms of this agreement.

2. Rights and obligations of the parties

2.1. Developer undertakes:

2.1.1. to create and develop the Software. Developer without Client's consent may retain subcontractors for performance of the obligations under this agreement under Developer's full liability;

2.1.2. to inform Client on the progress of works on request;

2.1.3. to deliver Client digital files containing Software in accordance with terms of this Agreement.

2.2. Developer shall have the right:

2.2.1. to request the Client information necessary to fulfil the obligations under this agreement;

2.2.2. to inform Client immediately on impossibility to develop and deliver the Software on due time and / or in direct conformity with the terms of this Agreement and reasons thereof;

2.2.3. to request the Client due payments;

2.2.4. to request the Client to prolong the terms of due date of performance under the Agreement and/or increase the amount of remuneration for the services provided under this agreement in case Client after mutual signature of this agreement alters any of details mentioned in Exhibit A.

2.3. Developer shall not be liable for contents of any texts, pictures and other graphic, visual or audio elements integrated in the Software upon Client's request or submitted by Client to Developer for the purposes of integration into Software .

2.4. Client undertakes to:

2.4.1. submit to Developer all and any information required in accordance with the terms of this agreement in written;

2.4.2. duly deliver Developer all necessary information for due performance of obligations under this Agreement;

- 2.4.3.** pay Developer remuneration in manner and amount as set by terms of this Agreement;
- 2.5.** Client has right to:
- 2.5.1.** request Developer information and/ or report on progress of performance of the Assignment;
- 2.5.2.** propose modification of Assignment. All and any modification of Assignment shall enter into force after mutual signature of a respective appendix to this Agreement;
- 2.5.3.** demand Developer to eliminate all and any non-conformities of the Software with Assignment on Developers account in a reasonable period of time;
- 2.5.4.** demand Developer to eliminate all and any non-conformities of performance of obligations under this agreement;

3. Rights and licensing

3.1. Client guarantees that:

- (a) Developer receives the rights to use anything Client gives Developer in order to fulfil the Assignment ("Client Content"); and
- (b) using such Client Content does not violate patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish Client Content solely in connection with Assignment and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

3.2. Developer owns full rights to everything Developer creates for Client under this Agreement until Client pays Developer in full. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

3.3. After Client pays Developer in full, Developer licenses the Client to use designs, graphic elements, HTML marking, CSS files, as well as JavaScript files and other files (including scripts, SQL files, configuration files) for the Software as the final software that Developer creates for Client under this Agreement without any additional payments or fees. Nothing in this agreement prohibits the Developer to use the mentioned files in the same or similar services provided by the Developer in the future to any other person.

3.4. Client agrees that Developer will retain and Client will not receive any right, to the preliminary work or preliminary designs that are not included with final version of the Software. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developer's promotional materials. Client also agrees that Developer may include, when referencing Developer's work for Client, a general description of the work under this Agreement.

3.5. Assignment contains integration of a casino management, casino development and payment system Fundist.org and any and all of its related subsystems, modules and tools (further referred to as "Fundist.org"), which is and shall remain in the full and sole possession and property of Developer. Client shall be granted a non-exclusive and non-transferable license to use Fundist.org under the terms of an agreement to be concluded between the Client and Developer. Client shall have no rights to any file or feature of Fundist.org. Even in case any change or a new feature of Fundist.org shall be created in order to satisfy specific needs or upon requirement of Client, any and all rights and title to such change or new feature in regard to Fundist.org shall remain in full and sole

possession and property of Developer as well as the right of Developer to use the mentioned changes and/or new feature in the same or similar services provided by Developer in the future to any other person, without any limitation whatsoever.

3.6. Developer may incorporate into the Software that the Developer creates for the Client, including but not limited to various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retains all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, worldwide license to use the Know-How in the Software that Developer created for the Client under this Agreement. However, the Client shall not and receives no right to resell or make use of that Know-How in any other manner other than in connection with the Software Client receives under this Agreement.

3.7. License on integration of gaming platforms shall be granted separately, by mutually signing a licensing agreement in accordance with the commercial terms as set in Exhibit B. Depending on requirement of any particular gaming platform, the Client shall be required to sign separate agreements and/or addendums and/or undergo due diligence procedure and/or provide compliance to certain requirements as may be determined from time to time and changed without notice in order to be able to use the gaming platform/ Such requirements can be requested by a particular gaming platform at any point in time during which the Client develops or operates the Software. Operation of Software is subject to signature of the agreements under financial terms under Exhibit 2.

4. Modification of features

4.1. It shall be upon Client's discretion to propose adding to the Assignment any new feature or modification of a feature. In case the feature or respective modification had not been planned according to the Assignment, Developer shall evaluate possibility, period of time and remuneration necessary for development of the respective modification and/or feature.

In order to better evaluate the resources necessary for the development of the respective modification and / or feature, Developer shall have the right to request and receive from the Client all necessary additional information, details or documents. The cost of development of a modification and / or a new feature per hour shall be 100 (one hundred) Euro.

4.2. After successful testing of a modification and / or a new feature (Art.5 of this agreement), the Client shall pay the Developer the amount as agreed by parties prior commencing the development of the respective modification and/or feature.

4.3. It should be upon the Developer's sole discretion to determine whether a feature developed by means of elimination of a bug shall be considered to be a new feature falling outside the scope of the Assignment or not.

In such case, Developer shall immediately and before starting up the work on the respective feature inform the Client about the situation. Parties agree to find mutually acceptable solution as to the status of a feature, Developer's work amount and remuneration. Terms of Art.4.1.and 4.2. of this agreement shall apply in this case.

4.4. Client shall have the right to submit to Developer a list of websites that can serve as an example of the desired designs. After acceptance of the design of the first page of the Website, Client shall have no right to make any changes as to the color gamut or stylistic elements.

4.5. Developer shall have the right before commencing any phase of the work to require Client to:

4.5.1. confirm any feature of any part of the Assignment or;

4.5.2. draw up and confirm a new or partial specification.

5. Testing and acceptance of a feature

5.1. Client shall be obliged to test every new release (hereinafter – Release) of a result in 10 days time as of delivery of the respective result to Client. In case of discovery of critical bugs, that hinder Client from carrying out complete testing of the respective result, Developer shall prepare the new version of the respective result and deliver it to Client for testing. Testing of the Release of a result shall also take no more than 10 days. If the Client does not reply with a list of bugs found 10 days after the release for test, the Release is considered accepted by the Client.

5.2. After the bug is found and reported to Developer, the Developer shall plan and create a bug fix and release it as a part of periodic software release. Any such corrected release shall be delivered to the Client for testing in accordance with this Agreement. It shall remain upon Developer's discretion to bundle any bug fixing work together with the development of new features. The Client maintains the right to prioritize bugs and features from its business perspective. Once the corrected release is provided to the Client for testing, the Client has 10 (ten) days to test the release. If the Client does not reply with a list of bugs found 10 days after the release for test, the release is considered accepted by the Client.

5.3. The Software will not be moved to production environment until the Client accepts the Software in accordance with the terms of this Agreement.

5.4. After acceptance of the Software by the Client and installation of the Software on the production environment, the Developer shall have the following obligations:

5.4.1. in the following 2 months after the acceptance of the Software to ensure the necessary work time for post-production support and bug fixing within the frameworks of the Software technical support agreement concluded at that time between the parties;

5.4.2. take all reasonable and appropriate efforts (High priority reaction) to fast fixing bugs leading to material loss of the Software performance or functionality (including – total loss of the functionality, slow performance of the Software, loss of functionality, affecting process of registration, play, payment etc.) for End users.

5.5. In order to exchange information on results of the testing, parties undertake to use system of Issue tracking. Client in this case undertakes to use the system of issue tracking according to the instructions of the Developer.

5.6. Client undertakes to submit the information required by Developer in 3 days time, unless due to amount of required information it is unreasonable to expect that the Client will be able to submit such an amount of information in the specified period of time. In the latter case Client shall inform the Developer in written of the obstacles of timely submission of the requested information and the parties shall agree in writing on a new term.

5.7. The Parties agree that the Developer's performance under this Agreement can be put "On Hold" (i.e. the limitation of any Developer's activity on the Website, exception being the minimal maintenance required for the activation of the status of performance of the Developer). The "On Hold" duration period shall not exceed 3 (three) months.

The Client shall pay Developer the following "On Hold" fees:

2 000 EUR (two thousand euros) for the activation of this Agreement "On Hold" ("Deactivation fee");

1 000 EUR (one thousand euros) for the activation of performance of the Developer under this Agreement and termination of "On Hold" period (hereinafter – the "Activation fee").

The Parties agree that the Developer's performance under this Agreement can be put "On Hold" shall be made under the following conditions:

5.7.1. In case the Client does not provide information in full or does not react as requested by the Developer under this Agreement for 1 (one) calendar month starting from last request placed by the Developer and more, the Developer may on its sole discretion put Developer's performance under this Agreement "On Hold" by serving the Client respective notice and invoice. The start date of the "On Hold" period shall be considered the date when the respective notice and invoice for Deactivation fee were sent by the Developer to the Client. The "On Hold" duration shall be limited to 3 (three) months and can be prolonged for 1 (one) additional month by a separate agreement between the Parties in writing.

The Developer shall be entitled to terminate this Agreement unilaterally if the respective "On Hold" invoice is not paid by the Client in 10 (ten) business days from the date of such invoice. The fees paid by the Client under this Agreement shall not be refunded, all rights in intellectual property included in Assignment during term of validity of this Agreement shall be transferred to and shall vest in Developer and Developer shall be entitled to use the Website or any part of it in Developer's sole discretion

5.7.2.

The Client may request to put the Developer's performance under this Agreement "On Hold" for a period not exceeding 3 (three) month, i.e. request the respective "On Hold" period from the Developer. The Developer takes the decision on "On Hold" period on its sole discretion. The Developer may refuse to put Developer's performance under this Agreement "On Hold" without giving reasons. The start date of the "On Hold" period shall be considered the date of issuance of the respective invoice for Deactivation fee by the Developer in case this invoice is paid by the Client in 10 (ten) business days from the date of such invoice. The Client may request a prolongation of "On Hold" period for 1 (one) additional month.

After the expiration of the "On Hold" period as described above, the Developer shall issue invoice for Activation fee to be paid by the Client in 10 (ten) business days from the date of such invoice. In case of non-payment of the invoice for Activation fee by the Client the Developer shall be entitled to terminate this Agreement unilaterally, fees paid by the Client under this Agreement shall not be refunded, all rights in intellectual property included in Assignment during term of validity of this Agreement shall be transferred to and shall vest in Developer and Developer shall be entitled to use the Website or any part of it in Developer's sole discretion.

6. Payments and order of payment

6.1. The standard price for the development of the Software by the Developer is 45 000 EUR (twenty-five thousand euros), including Online casino platform core (Back office) setup fee in amount of 25 000 EUR (twenty-five euros), Website frontend development + design (CSS) in amount of 10 000 EUR (ten thousand euros), Betradar (template design) setup fee in amount of 10 000 EUR (ten thousand euros). The Payment, as provided in this Article, is non-refundable.

The Payment shall be paid as 100 % advance payment in 5 (five) days after mutual signature of this Agreement.

6.2. Payment includes all works and services mentioned in Exhibit A of this agreement. It is agreed that development of additional features and fixing of some bugs may result in additional costs as set by terms of this Agreement.

6.3. Developer shall retain the right to fully stop any further works on the Software until receipt of full amount of due payments. Such situation shall respectively prolong any due term of the following phases set out in this Agreement.

6.4. In case the Client delays the payment due for more than 10 days, the Client shall pay the Developer late interest in amount of 0,2 % of the respective delayed payment for every day of delay but not less than EUR 250 (two hundred and fifty euros).

6.5. Each party agrees to report and pay its own taxes imposed on its income by any jurisdiction.

6.6. Any payment by the Client shall be made by a direct Transfer on following Developer's corporate Bank Account denoted in the invoice issued by the Developer. For the purposes of this Agreement a payment shall be considered as received on the day the respective payment is registered as incoming in Developer's bank account.

7. Deadlines

7.1. Software shall be created and delivered to Client in time period as set in Exhibit A of this Agreement.

7.2. The parties agree, that some deadlines set out in Exhibit A of this Agreement can change and be prolonged for the following reasons – e.g. Client's refusal or delay in sending in feedback or comments on Software, lack of agreement with the Client on the design or graphic elements of the Software, bug testing, modification in the Assignment; critical errors of programming products, e.g. in programming language, data bases, libraries etc., development of new functionality). In this case, the Developer shall immediately inform the Client on the necessity to establish a new deadline of the respective phase and/or delivery of the Software.

8. Confidentiality

8.1. Each party undertakes to and agrees with the other party as follows:

8.1.1. to hold any Confidential Information disclosed by or belonging to the other party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorized and permitted pursuant to the terms of this Agreement), without the other party's prior written consent;

8.1.2. only to use the Confidential Information disclosed by, belonging to the other party for the purposes as provided in this Agreement; Confidential Information disclosed by, belonging to or about the other party (and any copies) after termination of this agreement should be destroyed and one party shall confirm to the other party in writing that it has been destroyed.

8.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement (howsoever caused).

8.3. Each party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this Section.

8.4. Confidential information for the needs of this agreement shall mean:

(i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;

(ii) the terms of this Agreement and the negotiations relating to it;

(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a party and training courses and materials and know-how relating thereto; except to the extent that such information: (a) is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality; or (b) was lawfully in the receiving party's possession prior to disclosure by the other party; or (c) has been subsequently received by a party from a third party without obligations of confidentiality; or (d) is required to be disclosed by a Party under any applicable law or at the request of any competent regulatory or government authority.

9. Termination

9.1. Either Party may terminate this Agreement with immediate effect or as stated in the respective notice at any time giving written notice to the other Party in case:

9.1.1. insolvency of a Party or if there exists a high risk or suspicion that a Party could become insolvent in the nearest future;

9.1.2. a Party commits a breach of this Agreement and if, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 14 business days after the receipt of a request in writing from the other Party to do so;

9.1.3. a Party delays or fails to make any payments due under this Agreement or any other agreement concluded between the Parties.

10. Dispute resolution

10.1. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in English language, in accordance with the rules of the arbitral tribunal, composed of one arbitrator in accordance with the law of Republic of Latvia.

11. General provisions

11.1. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

11.2. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by both parties.

11.3. The term of this Agreement shall commence on the date of mutual signature of this agreement and shall continue until fulfilment of all obligation arising out of this Agreement by both parties.

11. Contact information and requisites:

Signed on behalf of the Developer	Signed on behalf of the Client
Bromston Associates Ltd. registration number HE 381328 11 Katalanou street, Flat 11, 1100 Nicosia, Cyprus	Overseas Gaming Management B.V. registration number 167066 (0) Julianaplein 36, Curacao
 /Irina Nigmatulina	 / Watcharate Doungkaew

ASSIGNMENT

Phase 1 Design and page markup of web and mobile version

Creation of graphic design in style, creation of the graphic style and basic elements of the graphic style, design of the main page in accordance with the graphic style shall be provided by the Client before mutual signature of this Agreement (if not provided, the Developer's standards, as set as per Developer's sole discretion, shall be applied to creation of graphic design in style, creation of the graphic style and basic elements of the graphic style, design of the main page in accordance with the graphic style).

Coordination of the design of the main page

Creation of the inner pages (around 20 pages)

Final coordination of design of all pages

HTML page mark up, creation of CSS stylesheets

Set – up and modification of the necessary Javascript libraries (carousel, gallery etc.)

Maintenance of multilingualism (Russian, English, Unicode, PO file integration)

Compatibility of Cross-browser, testing

Phase 2. Programming of site features

2.1. Integration of the payment systems, provision of the following features:

Setting of min/max payments

Setting of settlement currency

2.2. Integration of the gaming systems according to Exhibit B

2.3. System of content generation (management)

Division of the content management system from Production/Client Data

Possibility for the Client to change content of statistics (news, about us etc.)

Multilingualism (Russian, English)

Modules (Wordpress Modules/Theme Compatibility)

2.4. Site administration system

Site configuration parameters and Fundist.org inside set-up.

Phase 3. Back office

3.1. User administration system

Activation/deactivation of a user

User search

Overview and correction of the user data

User balance (EUR and domestic currency)

3.2. Payment administration system

Administration of/report on incoming payments

Administration of outgoing payments

Creation and administration of payment files (organization of mass payments)

Search and history of payments

3.3. Player analyses system/reports

Income report (per day, real-time intraday), drill down (day, kiosk, user), division into gaming systems

“Personal Cabinet” of the user (centralized information on the user)

User payment history report

User games played history report (statistics on gaming session of the user) – previous date data, summary data

3.4. System features

Single wallet integration of gaming systems

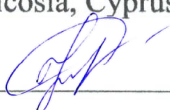
Maintenance of multi-currency (one currency = one use, multi-currency within frameworks of the kiosk)

All changes audit – log

System user management (creation, management, blocking, deletion)

User permissions (net operator, kiosk operator, cashier, payment operator, support).

Phase 4. Testing, acceptance and go-live / production phase (1 month)

Signed on behalf of the Developer	Signed on behalf of the Client
Bromston Associates Ltd. registration number HE 381328 11 Katalanou street, Flat 11, 1100 Nicosia, Cyprus  /Irina Nigmatulina	Overseas Gaming Management B.V. registration number 167066 (0) Julianaplein 36, Curacao  /Watcharate Doungkaew

Commercial terms of the gaming platforms (Art.3.7.)

1. Set-up fee and minimum monthly payment (fully deductible of monthly payment) starting from commercial launch of the Software, for:

GAMING CONTENT	MONTHLY MINIMUM FEE	SETUP FEE
Betradar (template design)	As per the article 3 of the Exhibit B of the Agreement	10 000 EUR
Live Dealers	Starting with the 1 st (first) month from the Launch – 0 EUR (zero euros); starting with the 4 th (fourth) month from the Launch – 6000 EUR (six thousand euros); starting from the 7 th (seventh) month from the Launch - 10 000 EUR (ten thousand euros)	Waived
Evolution		
Pragmatic Play Live		
Ezugi		
Asia Gaming		
MG Asia Live Grand		
Casino Games & Slots		
Habanero		
Pocket Games Soft		
Spade Gaming		
Pragmatic Play		
PlayNGo		
MG Asia		
Igrosoft		
EGTInteractive		
BetSoft		
RedTigerGaming		
Yggdrasil		
Amatic		
EvoPlay		
TomHorn		
Netent		
Playtech		

The monthly minimum payment in the amount of EUR 10 000 was paid by the Client to Developer in advance, as the deposit and will be set against monthly minimum payment as per this Agreement.

2. Monthly payment – per cent to be calculated from monthly Casino Result generated by respective games:

GAMING CONTENT	REVENUE SHARE	BRANDED	PREMIUM
Betradar (template design)	As per the article 4 of the Exhibit B of the Agreement		
Live Dealers			
Evolution	11%	-	-
Pragmatic Play Live	11%	-	-
Ezugi	8%	-	-
Asia Gaming	11%	-	-
MG Asia Live Grand	10%	-	-
Casino Games & Slots			
Habanero	9%	-	-
Pocket Games Soft	9%	-	-
Spade Gaming	9%	-	-

Pragmatic Play	10%	-	-
PlayNGo	9%	-	15%
	8%		
	10% - basic (Asia)		
	8% - Table Games (Asia)		
	16% - Branded (Asia)		
	16% - Premium (Asia)		
	8% - Third Party Table Games (Switch Games) (Asia)		
	10% - Other Third party Games (Asia)		
MG Asia		-	-
Igrosoft	8%	-	-
EGTInteractive	11%	-	-
BetSoft	8%	-	-
RedTigerGaming	8%	-	-
Yggdrasil	13%	-	-
Amatic	12%	-	-
EvoPlay	8%	-	8%
TomHorn	8%	-	-
Netent	8%	-	8%
Playtech	12%	-	13%

Royalty Fee as provided in the table above shall be applicable only for Asian Market. The list of countries that shall be regarded as Asian market shall be determined according to the GSP requirements which may change from time to time without prior notice. Revenue generated via Developer's services from other than Asian markets shall be applied by revenue share as per then current pricelist of the Developer.

Other Monthly Fees

Fixed monthly fee 24/7 IT support	EUR 3 000
AML, Fraud and risk prevention support	included
Customer success advisory service	included
Providers systems maintenance	included
Platform Gross Gaming Revenue Share	For GGR from 0 EUR to 500 000 EUR – 6,5% For GGR from 500 001 to 1 000 0000 EUR – 6% For GGR from 1 000 001 and more EUR – 5%
PayCryptos	EUR 500

Provider shall charge a general fee in relation to the use of the PayCryptos system in amount as set in the table of all total turnover of inbound and outbound payments generated and facilitated by the Client by use of the PayCryptos system per respective calendar month:

Turnover (EUR)	Monthly fee % for inbound payments	Monthly fee % for outbound payments
0 and more	1 %	1%

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3. Betradar Sportsbook Monthly Minimum Fee

The Client guarantees to pay to Developer the Monthly Minimum Fee plus value added tax (VAT), from the Launch date as per table below:

Service	Amount of Monthly Minimum Fee Month 1-3 from Launch of Betradar Sportsbook Services	Amount of Monthly Minimum Fee Month 4-12 from Launch of Betradar Sportsbook Services	Amount of Monthly Minimum Fee Starting from the 2 nd year from Launch of Betradar Sportsbook Services	Amount of Monthly Minimum Fee Starting from the 3 rd year from Launch of Betradar Sportsbook Services
Standard Package Live Events (10 000 events)	3 500 EUR	7 000 EUR	8 000 EUR	9 000 EUR
Professional Package Live Events (20 000 events)	25 000 EUR	25 000 EUR	27 000 EUR	29 000 EUR
BETBUILDER	0 EUR	0 EUR	0 EUR	0 EUR
CUSTOM EVENTS	500 EUR	500 EUR	500 EUR	500 EUR
ESPORTS	1 500 EUR	1 500 EUR	1 500 EUR	1 500 EUR
ELEAGUES	2 500 EUR	2 500 EUR	2 500 EUR	2 500 EUR
MOTOSPORTS	700 EUR	700 EUR	700 EUR	700 EUR
GOLF	3 500 EUR	3 500 EUR	3 500 EUR	3 500 EUR
CRICKET	6 000 EUR	6 000 EUR	6 000 EUR	6 000 EUR
PLAYER PROP	2 500 EUR	2 500 EUR	2 500 EUR	2 500 EUR
Data package (fixed)	7 000 EUR	7 000 EUR	7 000 EUR	7 000 EUR

4. Betradar Sportsbook Revenue Share

The provision of the Gaming Services by Developer is subject to a share of the Gross Gaming Revenue generated by the Client with the Gaming Services, Gross Gaming Revenue (GGR) being Total Turnover less winnings (“**Revenue Share**”). The share of the GGR between the Parties will be as follows:

For Standard Package Live Events

Monthly GGR	Licensee	Licensor
For GGR from 0 to 1 000 000 EUR	87%	13%
For GGR from 1 000 000,01 to 2 000 000 EUR	87.5%	12.5%
For GGR from 2 000 000,01 to 3 000 000 EUR	88%	12%
For GGR from 3 000 000,01 to 4 000 000 EUR	88.5%	11.5%
For GGR from 4 000 000,01 EUR and more	89.5%	10.5%

For Professional Package Live Events

Monthly GGR	Licensee	Licensor
For GGR from 0 to 1 000 000 EUR	87%	13%
For GGR from 1 000 000,01 to 2 000 000 EUR	87.5%	12.5%
For GGR from 2 000 000,01 to 3 000 000 EUR	88%	12%
For GGR from 3 000 000,01 to 4 000 000 EUR	88.5%	11.5%
For GGR from 4 000 000,01 EUR and more	89.5%	10.5%

For BETBUILDER

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	87 %	13 %

For CUSTOM EVENTS

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	90 %	10 %

For ESPORTS

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	87 %	13 %

For ELEAGUES

Monthly GGR	Licensee	Licensor
For GGR from 0 to 1 000 000 EUR	87%	13%
For GGR from 1 000 000,01 to 2 000 000 EUR	87.5%	12.5%
For GGR from 2 000 000,01 to 3 000 000 EUR	88%	12%
For GGR from 3 000 000,01 to 4 000 000 EUR	88.5%	11.5%
For GGR from 4 000 000,01 EUR and more	89.5%	10.5%

For MOTOSPORTS

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	87 %	13 %

For GOLF

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	80 %	20 %

For CRICKET

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	88 %	12 %

For PLAYER PROP

Monthly GGR	Licensee	Licensor
For GGR from 0 EUR and more	80 %	20 %

5. ADDITIONAL TERMS OF PRAGMATIC PLAY LIVE

5.1. Provision of the Pragmatic Play Live services shall be subject to pre-approval by respective GSP and the following conditions that Client understands and agrees to fulfill:

5.1.1. Client undertakes to have all Live Casino Games (save from Dedicated Language Live Casino Games) enabled at all times.

5.1.2. Client prior Launch of Pragmatic Play Live services shall opt in for network promotion for Live Casino Games: "Drops & Wins 'Weekly Tournaments – Roulette, Blackjack, Mega Wheel, Baccarat'" and shall comply with all criteria and any terms and conditions related to the said network promotion. Terms and conditions referred to in this clause are available by request with the Account Manager (am@softgamings.com);

5.1.3. Client shall complete the brand / Website split in the Developer's back office prior Client Launches Pragmatic Play Live services."

5.1.4. Client shall ensure the connection to and tuning of the Dynamic Games Access (hereinafter – "the DGA") prior the Launch of Pragmatic Play Live services, and shall ensure the SGA to be enabled at all times.

DGA is a data transfer system that will provide the Client with game table data to populate thumbnails on Client's Website. The DGA functionality uses HTML Websockets protocol to transfer the data to the Client's Website in real time.

5.1.5. For the use of Pragmatic Play Live side bets the Client will pay to Developer the side bets an additional fee in amount of three percent (3%) of the Gross Gaming Revenue generated by sidebets for any and all side bets, including but not limited to "21+3" and "Perfect Pair" in addition to Pragmatic Play Live fees for standard games as provided for Pragmatic Play Live in Article 1 of Exhibit B of this Agreement. The fees for each separate Branded Game shall be based on the Gross Gaming Revenues (as applicable) generated by each respective Branded Game and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Branded Game and the Gross Gaming Revenues of one Branded Game will not be set off against the Gross Gaming Revenues of any other Branded Game.

5.1.6. Client shall additionally pay the Developer a fee equal to €0.12/bet, charged for all bets on Generic Blackjack tables where the minimum bet is below fifty Euro (€50), and which fee shall apply only to be base bet (and shall not include, inter alia, side bets, double bets or split bets)."

5.1.7. Client shall additionally pay the Developer a fee for all Turkish Language Blackjack tables equal to €0.15 per base bet, changed for all bets on Generic Blackjack tables.

5.1.8. Licensee shall additionally pay the Licensor a fee equal to €0.15 per base bet, charged for all bets on Generic Blackjack tables released after May 1, 2024 where the minimum bet is below fifty Euro (€50), and which fee shall apply only to be base bet (and shall not include, inter alia, side bets, double bets or split bets). The fees as mentioned in this Article 5.1.8. do not apply to Blackjack X and ONE Blackjack.

For the purposes of Royalty Fee (Fee) calculation GGR for Pragmatic Play Live shall be calculated for each Website separately.

If the Pragmatic Play Live GGR on any Client's Website results in a negative amount in any calendar month, the and Pragmatic Play Live GGR for that Client's Domain shall be set to 0 (zero) for the purposes of calculating the Fees as per the Agreement. No negative results shall be permitted to be carried over to the following month / nor shall any negative results of any of the Client's Website be deducted from positive amounts generated by other Client Website (s).

6. ADDITIONAL TERMS OF PRAGMATIC PLAY

For the purposes of Royalty Fee (Fee) calculation GGR for Pragmatic Play Live shall be calculated for each Website separately.

If the Pragmatic Play GGR on any Client's Website results in a negative amount in any calendar month, the Pragmatic Play GGR for that Client's Domain shall be set to 0 (zero) for the purposes of calculating the Fees as per the Agreement. No negative results shall be permitted to be carried over to the following month / nor shall any negative results of any of the Client's Website be deducted from positive amounts generated by other Client Website (s).

7. EZUGI SPECIAL TERMS

For the use of Ezugi side bets the Client will pay to Developer the side bets an additional fee in amount of three percent (3%) of the Gross Gaming Revenue generated by side bets for any and all side bets, in addition to Ezugi fees for standard games as provided for Ezugi in this Agreement.

Client shall additionally pay the Developer a fee for all Blackjack Growth Table equal to €0.10 (EUR ten cents) per bet (excluding side bets).

For the use of Ezugi Premium Games the Client will pay to Developer the branded games fees set out in Article 1 of Exhibit B of this Agreement. The fees for each separate Premium Game shall be based on the Gross Gaming Revenues (as applicable) generated by each respective Premium Game and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Premium Game and the Gross Gaming Revenues of one Premium Game will not be set off against the Gross Gaming Revenues of any other Premium Game.

8. MG LIVE GRAND SPECIAL CONDITIONS

8.1. For the use of MG Live Grand Games side bets Client shall pay the Developer an additional fee in amount of 3% (three percent) of the Gross Gaming Revenue generated by sidebets in addition to MG Live Grand standard games as provided for MG Live Grand in Article 2 of Exhibit B of this Agreement.

8.2. Client shall additionally pay the Developer a fee equal to €0.20/wager, charged for all bets on all Blackjack MG Grand Games where the minimum bet is fifty Euro (€50) or higher.

9. ADDITIONAL TERMS OF Play'N'Go BRANDED GAMES

For the use of Play'N'Go Branded Games the Client will pay to Developer the branded games fees set out in Article 1 of Exhibit B of this Agreement. The fees for each separate Branded Game shall be based on the Gross Gaming Revenues (as applicable) generated by each respective Branded Game and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each

Branded Game and the Gross Gaming Revenues of one Branded Game will not be set off against the Gross Gaming Revenues of any other Branded Game.

10. ADDITIONAL TERMS OF PLAYTECH LIVE BRANDED GAMES

For the use of Playtech Live Premium Games the Client will pay to the Developer an additional amount of three percent (3%) of the Gross Gaming Revenue generated by Playtech Live Premium Games in addition to Playtech Live fees for standard games as provided for Playtech Live in this Agreement.

For the use of Playtech Live side bets the Client will pay to Developer the side bets an additional fee in amount of three percent (3%) of the Gross Gaming Revenue generated by side bets for any and all side bets, in addition to Playtech Live fees for standard games as provided for Playtech Live in this Agreement.

Client shall additionally pay the Developer a fee for all High Stakes Blackjack equal to €0.15 (EUR fifteen cents) per bet (for stakes from EUR 50 and above).

11. MG ASIA SPECIAL CONDITIONS

11.1. For the use of MG Asia Games side bets an additional fee in amount of 3% (three percent) of the Gross Gaming Revenue generated by sidebets in addition to MG Asia standard games as provided for MG Asia in Article 2 of Exhibit B to this Agreement.

11.2. Client shall additionally pay the Developer a fee equal to €0.20/wager, charged for all bets on all Blackjack MG Asia Games where the minimum bet is fifty Euro (€50) or higher.

Signed on behalf of the Developer	Signed on behalf of the Client
Bromston Associates Ltd. registration number HE 381328 11 Katalanou street, Flat 11, 1100 Nicosia, Cyprus	Overseas Gaming Management B.V. registration number 167066 (0) Julianaplein 36, Curacao
 /Irina Nigmatulina	 / Watcharate Doungkaew

DATA SUPPLY CONDITIONS & BETTING OPERATOR UNDERTAKING

This Appendix is signed by the Client (here also, "Betting Operator") as a direct commitment to the Union of European Football Associations ("UEFA") for the use of the Official Data regarding UEFA related Services.

PART ONE – DATA SUPPLY CONDITIONS

1. Betting Operators

1.1 The Betting Operator shall:

- (a) provide Developer with such information as UEFA may reasonably require in relation to their use of the Official Data regarding UEFA related Services (including, for example, the types of bets offered by them in relation to the Competitions) and/or permit Developer to do so on behalf of the Betting Operator; and
- (b) acknowledge UEFA's ownership of all UEFA Intellectual Property Rights (including database rights) in and to the Official Data regarding UEFA related Services

1.2 The Betting Operator shall not:

- (a) use (or intend to use) the Official Data regarding UEFA related Services or Services in a manner that infringes UEFA's Intellectual Property Rights;
- (b) operate or be otherwise involved in any illegal or unlicensed betting activities; and/or
- (c) be involved in the collection and/or distribution of unofficial UEFA data in relation to the Matches

Without prejudice to the above, if UEFA (acting reasonably) has and reasonably substantiates any material concerns that any Betting Operator's use of the Official Data regarding UEFA related Services and/or Services has, or could have, a significant adverse impact on the integrity of UEFA and/or the Competitions and/or football generally or otherwise does, or could, bring UEFA and/or the Competitions and/or football generally into disrepute, UEFA shall be entitled to require the cessation of the supply Official Data regarding UEFA related Services to the relevant Betting Operator.

PART TWO – BETTING OPERATOR UNDERTAKING RELATING TO UEFA MATCHES AND COMPETITIONS

Company name:	Overseas Gaming Management B.V.
Primary Business Address:	Julianaplein 36, Curacao
Contact Person (Name and contact details):	helpdesk@softgamings.com

For the purposes of this Undertaking, references to:

the “**Macolin Convention**” shall mean the Council of Europe Convention on the Manipulation of Sports Competitions (Council of Europe Treaty Series - No. 215 (CETS 215)); and

the terms “**competition stakeholder**”, “**inside information**” “**manipulation of sports competitions**” and “**sports competition**” shall have the meaning given in the Macolin Convention and shall relate to the UEFA competitions and their matches during the term of this Undertaking.

- 1 The Betting Operator and/or Developer (as applicable) agrees to designate a single point of contact (“**SPOC**”) for UEFA and UEFA’s appointed integrity service provider (which as at the date of this undertaking is Sportradar AG) in order to optimise communication and exchange of information with UEFA and its appointed integrity service provider regarding the fight against the manipulation of sports competitions (including UEFA’s competitions). The initial SPOC shall be the contact person named above and the Betting Operator shall notify Developer in writing without delay of any change to the identity of such SPOC.
- 2 In respect of all of the countries/regions in which the Betting Operator organises and/or offers sports betting, the Betting Operator hereby confirms that it holds (and shall continue to hold) all authorisations and licences required to organise and/or offer sports betting in the applicable jurisdictions in which it operates.
- 3 The Betting Operator agrees that it shall:
 - (a) undertake its sports betting activities relating to UEFA competitions at all times in accordance with applicable laws and regulations;
 - (b) in addition, the Betting Operator shall limit the supply of sports betting on UEFA competitions which are: (i) designed for those under the age of 18 and (ii) where there is no audiovisual live transmission available of such UEFA competitions matches and such competitions not being high profile (eg. not international/world championship events). UEFA may request at any time, proof of compliance with this limitation of under-18 competitions offered by the Betting Operator;
 - (c) without delay upon becoming aware of the same, report to UEFA any illegal, irregular or suspicious sports betting on UEFA competitions (being football competitions organised by UEFA) and in this regard, the Betting Operator shall respond in a timely manner to UEFA’s reasonable requests for information (including figures regarding betting accounts and amounts staked) relating to relevant UEFA competitions by providing the latter to the Developer. In this respect, the Betting Operator shall use its reasonable endeavours to ensure that its general terms and conditions with its customers include all necessary consents from customers required by applicable laws (including the EU’s General Data Protection Regulation and its national implementing legislation) required for the use of any personal data linked to atypical or suspicious betting activities. In the case of suspicious betting, the Betting Operator shall provide UEFA with all information and supporting documents as soon as reasonably practicable (and ideally within 72 hours) following the suspicious event by providing the latter to the Developer.
- 4 In the event of fraud or proven manipulation linked to bets concerning UEFA competitions recorded by the Betting Operator, the Betting Operator agrees that it shall maintain the strict confidentiality of the

information concerning the fraud or proven manipulation and shall not make any public communication, whether oral or written, without UEFA's prior written authorisation except to the limited extent such information is required to be disclosed by the Betting Operator:

- (a) by operation of law;
- (b) by virtue of its' reporting or similar undertakings to sport integrity related third party organisations (such as Sportradar, IBIA and GLMS); or
- (c) by a court of competent jurisdiction,

provided that the Betting Operator shall only disclose that part of the information which is legally required to be disclosed. In any event, the Betting Operator undertakes not to take any action that may harm UEFA's interests or reputation during the term of this Undertaking.

5 The Betting Operator shall take all necessary and appropriate steps to prevent conflicts of interest and misuse of inside information by natural or legal persons involved in relation to its sports betting activities.

6 The Betting Operator acknowledges that it has been informed by UEFA that UEFA prohibits individuals that are subject to UEFA's Disciplinary Regulations from betting on UEFA competitions. In this respect, the Betting Operator agrees that:

- (a) its general terms and conditions with its customers shall provide general clauses to the effect that individuals who fall under an applicable sports authority's jurisdiction are not allowed to bet on their sports competitions and that, should this be the case, the personal information of the individual in question will be passed on to the competent sports authorities and the relevant individuals may subsequently be sanctioned by such sports authorities; and
- (b) upon reasonable request by UEFA, it shall undertake all such requested necessary and appropriate checks (both in relation to physical/retail premises and/or online) to ensure that individuals who fall under UEFA's Disciplinary Regulations do not bet on their sports competitions and shall, where applicable, send a bi-annual report to UEFA on this matter.

7 The Betting Operator hereby represents and warrants to UEFA that:

- (a) it has the right and authority to enter into and to perform its obligations under this Undertaking;
- (b) the person(s) signing this Undertaking on its behalf has/have been duly authorised to do so.

8 The provisions of this Undertaking shall be effective and enter into force with effect from the date of signature set out below and shall continue for so long as the Betting Operator is supplied with official sports betting data in relation to UEFA's competitions.

9 This Undertaking shall be governed by and construed in accordance with the laws of Switzerland and the courts of Nyon, Switzerland shall have exclusive jurisdiction.

For and on behalf of Developer



By: Irina Nigmatulina

Title: Director

For and on behalf of Client



By: Watcharate Doungkaew

Title: A Sole Shareholder and UBO
