

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made on the 6th of February 2025 (hereinafter referred to as the "**Effective Date**") between the following parties:

- (1) **St8 Tech N.V.**, a legal entity registered in Curacao (Company Reg. Number: 159346), whose registered company address is Zuikertuintjeweg Z/N, Willemstad, Curacao (hereinafter referred to as the "**Supplier**" or "**Licensor**") and
- (2) **GEEKER TECHNOLOGY N.V.** a legal entity registered in Curacao (Company Reg. Number: 156493), whose registered office at Zuikertuintjeweg Z/N, Curaçao (hereinafter referred to as the "**Customer**")

(hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

BACKGROUND

- A** Customer and its Licensees, Affiliates and Agents (if a shop based Agent system is applicable) host and operate certain gaming software and management tools as a remote gaming platform ("**Remote Gaming Platform**" or "**RGP**", as further defined below) and host and operate certain online games on such RGP for its Licensees to offer electronic gaming services (including electronic casino games) to their End Users (as further defined below);
- B** Supplier operates the software for certain online games ("**Licensed Platform**" or "**LP**", as further defined below) and wishes to allow integration of the LP on to the RGP so as to enable the Customer to have the ability to make LP available to its **Licensees**, so that LP may be accessed by **End Users** visiting the Licensees gaming sites to the extent the same are integrated on the Customer's RGP; and
- C** This Agreement provides the Supplier with an opportunity to make the LP and the Games available to **Licensees** of the Customer via the RGP;
- D** Supplier and Customer are willing to enter into a license for the LP subject to the terms of this Agreement.

WHEREAS the Parties agree as follows:

AGREED TERMS

1. Definitions and interpretation

For purposes of this Agreement, the following terms shall have the following definitions:

Agreement	means this Software License Agreement together with all its appendices, including but not limited to Appendix A, Appendix B, Appendix C and Appendix D, as agreed between the Parties from time to time.
Affiliate	means in relation to a Party: (i) any ultimate or intermediate holding company of such Party, (ii) any subsidiary of that Party, and (iii) any subsidiary of any such ultimate or intermediate holding company, in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B), and where "control" means either a holding by Entity A of more than 50% (fifty per cent) of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the directors of Entity B or Entity A having by agreement or otherwise



the power to direct the affairs of Entity B.

Backoffice	means the back office reporting and games management system;
Platform Software	means the Supplier's software used to provide the Games on the LP;
Certified Random Number Generator	means a software or hardware component or application that uses a generally accepted mathematical algorithm to generate a pseudo-random sequence of numbers within a given range, wherein each generated number describes a number or symbol used in a game outcome;
Customer IP	means all Intellectual Property Rights of the Customer and any other intellectual property asset of Customer or its Affiliates or its or their licensors, excluding the Supplier Intellectual Property (IP) hereby licensed;
End User(s)	means one or more of the Customer's or its Licensees players who play the Games;
Games	means games provided by a Game Provider (as defined below) accessible on the LP and made available to the Customer through the LP's intergration to the RGP. This excludes any games, which may not be available for Customer's use due to commercial exclusivity or premium pricing requirements in the case of branded content, or licensing restrictions;
Game Provider	means all game providers or game provider groups as communicated by the Supplier to the Customer the list of which can be updated by the Supplier any time without providing a reason;
Game Provider IP	means any and all Intellectual Property Rights in the Games, and any other intellectual property asset of the Game Providers or its Affiliates or its or their licensors relevant to this Agreement;
Gaming Taxes	means any and all fees, duties, levies, taxes and charges incurred directly or indirectly by the Customer or Licensees in relation to: (i) the Customer's, Licensees and/ or their Affiliates business activities and/ or their licenses; (ii) the transactions of End Users; or (iii) by End Users directly, which are charged by any governmental or regulatory authority in any territory irrespective of whether such fees, duties, levies, taxes and charges are charged by reference to turnover or profitability or as fixed charges or otherwise;
Good Industry Practice	means accepted standards, practices, procedures and protocols and, where applicable, tools and technologies as may be available from time to time during the term of this Agreement;
Go-Live Date	means the first date on which some or all of the Games are available to End Users on the LP;
Hardware	means all the necessary computers, routers, cabling, monitors, hard drives, back-up systems, and other equipment, that may be required in order to properly store, distribute and run the LP;



<i>Intellectual Property Rights</i>	means any right that is or may be granted or recognized under any common law or civil law principle or any legislation of any description (national or supra-national) regarding inventions, patents, copyrights, neighbouring rights, moral rights, design rights, database rights, trademarks, trade names, service marks, industrial designs, maskwork, integrated circuit topography, privacy, publicity, celebrity and personality rights, trade secrets, know-how and other intellectual and industrial property (whether registered or unregistered) and all rights to make applications for any of them anywhere in the world in each such case as may be amended from time to time;
<i>Licensee</i>	means an Affiliate of Customer that operates online applications (including websites) from which it promotes and markets a range of gambling, gaming, digital entertainment and other electronic content directly to End Users;
<i>Licensed Platform (LP)</i>	means the Supplier's platform, on which it provides access to the Games through the RGP;
<i>Month</i>	means a calendar month during the Term of this Agreement and for the first and last months of the Term, the relevant shorter period;
<i>Monthly Fee</i>	means the percentage from a GGR payable by the Customer to the Supplier in accordance with clause 6 and Appendix A of this Agreement;
<i>Net Gaming Revenue</i>	means a sum equivalent to Gross Gaming Revenue minus any agreed deductions (as per the commercial terms outlined in this Agreement);
<i>Payment System</i>	means payments and receipts or other cash settlement system (whether electronic or otherwise) used by or on behalf of the Customer or its Licensees to enable funds payments to be made to or by End-Users;
<i>Player Incentives or Bonus Deductions</i>	means any bonus amounts, including but not limited to free spins, given rebated or credited to an End-User;
<i>Restricted Jurisdiction</i>	means a jurisdiction, pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is (or becomes) prohibited or otherwise unlawful or where the offering of Games is restricted by the Game Provider. The full list of currently Restricted Jurisdictions is listed in LP or informed separately to the Customer whereas the Supplier reserves the right to amend the list of Restricted Jurisdictions at any time for any reason;
<i>Revenue or Gross Gaming Revenue (GGR)</i>	means in relation to any Month Wagers minus Winnings in respect of such Month, excluding any Player Incentives;
<i>Remote Gaming Platform (RGP)</i>	means the Customer gaming platform(s), operated or controlled by the Customer, or an Affiliate of the Customer, that serves remote gaming applications (including but not limited to websites and mobile) to Licensees and that shall be integrated with the LP with the purpose of the Customer, its Affiliates and/ or Licensees being able to offer Games to End Users;
<i>Supplier IP</i>	means all Intellectual Property Rights in the LP and the System, and any other intellectual property asset of Supplier or its Affiliates or its or their licensors that is hereby licensed, and excluding the



	Customer IP;
System	means the LP, Platform Software, Games and Hardware;
Taxes	means any taxes or fees required by law in any relevant taxing jurisdiction to be paid to the government or appropriate collection or licensing agencies in such taxing jurisdiction, but not including Gaming Taxes;
Wagers	means the aggregate amount of real money wagered by End-Users on the Games and/ or through the LP;
Winnings	means the aggregate amount won by End-Users through the Games, excluding jackpot winnings and winnings due to Player Incentives;
Working Day	means a day that is not a Saturday, Sunday, Christmas Day, Good Friday or any other day that is a public holiday in Curacao.

2. License

2.1. Subject to the terms and conditions of this Agreement, including due payment of the Monthly Fee by the Customer to the Supplier throughout the Agreement Term, the Supplier hereby grants to the Customer a limited, non-exclusive license to:

- (a) access the LP and the Games;
- (b) allow its Licensees to offer the Games in any jurisdiction where they are legally allowed to offer such products to End Users;
- (c) allow access by End Users to the End User- facing LP and the Games by way of the Licensees online applications in order to deliver the LP and the Games to such End Users for gaming purposes;
- (d) carry out marketing activities in relation to the LP and Games whereas such marketing activities may have guidelines and/or restrictions as set by the Game Providers as communicated to the Customers from time to time and, if relevant, subject to approval by the Game Providers;
- (a) use the Supplier IP in connection with the LP and Games provision and marketing whereas use of Game Providers' IP in marketing can be subject to guidelines, restrictions and/or approvals by the Game Providers;
- (b) integrate the LP into, or have the LP linked to, the RGP in order to facilitate the above

(hereinafter together referred to as the "**Licensed Rights**").

2.2. For the purposes of the Licensed Rights, the Supplier undertakes to include within the Games all future games that are available on the LP in case so agreed by the Parties, if permitted by and subject to applicable conditions of relevant Game Providers.

2.3. Customer shall be entitled to use the Licensed Rights in connection with arrangements with one or more Licensees so as to permit End Users of such Licensees to have the benefit of access to the LP and the Games.

3. Conditions of License

3.1. All rights, title and interest in and to the System, and any copies thereof and all documentation, code and logic, which describes and/or composes the same and all Supplier IP remains the sole and exclusive property of the Supplier or its Affiliates or its agents, as the case may be, pursuant to the terms of Supplier's agreements with its Affiliates or agents, if any with

the exception of Games the IP of which shall remain the sole and exclusive property of the Game Providers. The Supplier warrants and represents that any consents required from its Affiliates or agents in order to grant the license in this Agreement have been obtained.

3.2. All rights, title and interest in and to the Customer IP and any copies thereof and all documentation, code and logic, which describes and/or composes the same remains the sole and exclusive property of the Customer or its Affiliates or agents, as the case may be, pursuant to the terms of Customer's agreements with its Affiliates or agents, if any.

3.3. LP format shall remain as determined at the Supplier's sole discretion.

3.4. Customer acknowledges that this is a non-exclusive agreement and that Supplier will sell or license its System to as many other third parties as are willing to enter into a licensing agreement with Supplier, including, potential competitors to the Customer.

3.5. Customer shall not permit any third party to use or access the System, other than Licensees and End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement, without Supplier's prior written consent.

3.6. Customer hereby acknowledges that it is licensed to use the System only in accordance with the express terms of this Agreement and not further or otherwise.

3.7. Customer agrees it shall not at any time be permitted to have any access to the server systems that host the Games and the associated software and databases, wherever they may be.

3.8. Customer agrees that it shall accept and bear responsibility for the End-Users' use of the Customer's RGP and the Games.

3.9. Customer shall at all times comply with all applicable laws to which the Customer is subject.

3.10. Customer shall not do anything which may prejudice the gaming licenses held by the Supplier, Game Providers and/or the Customer.

3.11. Customer shall use its best commercial endeavours to assist the Supplier or the Game Providers in complying with their obligations under any applicable laws or any gaming licences.

3.12. Customer agrees to provide such due diligence documentation as may be requested by the Supplier from time to time.

3.13. Customer acknowledges and agrees that the LP and the Games are provided to the Customer on an "AS IS" basis.

3.14. Customer shall be solely and exclusively responsible for all external marketing, promotion, advertising, sponsorship and publicity of the RGP at its own cost and expense. The Operator undertakes to ensure that any such marketing, promotion, advertising, sponsorship or other form of publicity shall at all times be in compliance with applicable laws and shall be conducted in such a manner as to protect and not compromise the goodwill and integrity of the Supplier or the Game Providers.

3.15. Customer warrants that it will actively, continuously and diligently implement and maintain robust "Know Your Customer" (KYC) procedures and such other checks as may be required under applicable law on its End-Users to verify the actual location of each End-User and to avoid any attempt to circumvent the restrictions on the use of the Games in the Restricted Jurisdictions - by using a VPN, proxy or similar service that masks or manipulates the identification of the

End-User's actual location, or by otherwise providing false or misleading information regarding the End-User's citizenship, location or residence, or by using the Games through or on behalf of a third party located in the Restricted Jurisdictions.

3.16. Customer shall be responsible for maintaining appropriate IT security systems for all of its systems to comply with all relevant data protection, personal integrity protection and AML/CFT requirements, including but not limited to protecting the systems from third party attack.

3.17. Customer shall maintain fraud controls to ensure that chargebacks and other fraudulent behaviour are minimised. Such measures shall include, but not be limited to, limiting deposits and obtaining verification of End-User details.

3.18. Customer shall not, in connection with the use of the Games or the LP, make available any content which is in breach of any applicable law, which discriminates on grounds of race, religion, gender, sexuality or otherwise, or which depicts violence or sexual violence, and/or send unsolicited commercial emails.

3.19. Both Parties hereby acknowledge and agree that communication and timeliness of performance is an expressly essential consideration of this Agreement, and that failure to timely perform, respond, or deliver in accordance with this Agreement or in accordance with any appendix (appendices) as may hereafter be set forth in a separate writing, shall constitute a material breach of this Agreement.

3.20. Customer understands and accepts that in order to limit the maximum award payout of any Supplier Game, the Customer will need to agree with Supplier the maximum wager limits for each specific Game that Supplier offers. In any case, the Customer shall remain liable for verifying and testing if requested wager, payout and/ or any other necessary limits are duly configured and in place. Furthermore:

3.9.1 Customer accepts on behalf of themselves and their Licensees the financial risks inherent in offering the Games, including both existing Games and future releases, to End Users.

3.9.2 Customer understands and accepts that it is the Customer's responsibility to ensure that Game wager amounts correspond to the Customer's risk tolerance levels.

3.9.3. In the event that the Customer requests the Supplier to make changes to the Game configurations (including but not limited to return-to-player ratio changes or adjusting the maximum bet and/ or maximum exposure for a Game), the Customer undertakes to verify such configurations made by the Supplier or a Game Provider immediately and inform the Supplier of any incorrect configurations it detects. The Supplier shall not be held liable for any incorrect configuration which the Customer has failed to verify or communicate to the Supplier. It is stated for the sake of clarity that the Supplier may also, in its sole discretion, decide not to implement any such changes requested by the Customer.

3.9.4. Notwithstanding the previous clause, in case the Customer requests the Supplier to limit maximum exposure, the Customer is required to verify if such limits are applied and working as necessary to limit the exposure in practice. Although the Supplier shall make and/or request the relevant Game Provider to make the changes in configurations to limit exposure as requested by the Customer, it is the Customer's obligation to verify and test the configuration(s) to ensure that the configurations have the necessary effect. The Supplier is not liable for verifying and/or testing the effect of the requested configurations, including but not limited to ensuring if the limits are applied across all Games and Game Providers.

3.21. Customer agrees that it may not resell the Games to any third party for a license fee less than the Minimum Resale Fee, stipulated in Appendix A of this Agreement and subject to resale terms and conditions set by the Game Providers. Customer may, on a case by case basis, request a dispensation from Supplier to resell the Games at a lower rate than the MRF, provided that a written approval must be given by Supplier prior to the Customer making any commitment to the applicable third party.

3.22. The Customer agrees that the License is restricted also as follows:

3.22.1. To offer the Games in Restricted Jurisdictions;

3.22.2. To solicit or accept wagers either directly or via End Users, Affiliates or any other third party using the LP from residents of the United States of America and the United Kingdom;

3.22.3. If requested by Supplier, the Customer will immediately cease allowing wagers either directly or via End Users, Affiliates or any other third party using the LP from residents of the any country, state, territory or other jurisdiction which the Supplier states Customer may not accept wagers from.

3.23. The Customer understands and accepts that Games provided via the LP are the property of Game Providers, the Supplier does not have control over the Games and any use of the Games by the Customer, its Affiliates and/ or Licensors is subject to any and all terms set by the Game Providers as amended by the Game Providers from time to time with or without notice by the Supplier.

3.24. The Customer accepts that the Supplier does not take any responsibility over: (i) content, compliance, legality, operational and/ or technical functionality, performance, quality and/ or continuity of the LP or Games; (ii) possible bugs, defects, faults present or arising in the LP or the Games; and/ (iii) special condition of merchantability or fitness for particular purpose of the LP or the Games (iii) information provided via the LP or the Games. The Customer agrees and acknowledges that the LP and Games are software based and may not run error free or without interruption. In particular, the Supplier gives no warranties to the quality and suitability of the Games and the Customer uses such Games at its own risk.

3.25. The Customer shall notify Supplier in advance of any payment to an End User exceeding the amount of ten thousand Euro (EUR 10,000.00) ("**Payment Notification**"). The Payment Notification shall be sent via email to the designated email address by Supplier, which shall not be unreasonably delayed. Supplier shall, within forty-eight (48) hours of receipt of the Payment Notification, communicate in writing either approval or rejection of such payment. Supplier shall give the written approval within forty-eight (48) hours unless it has discovered a Pay-Out Error. In the event a Pay-Out Error was discovered after the Customer, as applicable, made payments to Players exceeding ten thousand Euro (EUR 10,000.00), without having received prior approval thereof by Supplier as stipulated above, Supplier shall by no means be liable to the Customer, and Supplier shall not indemnify the Customer for any losses incurred or payments made as a result of such Pay-Out Error. In such case, the Customer accepts full responsibility and liability should it make an unapproved payment, which upon later verification was found to be illegitimate.

3.26. Customer understands and accepts that the Games are subject to terms and conditions of the Game Providers and the Customer, its Affiliates and/ or Licensees are entitled to provide Games to the End-Users only under license and other terms set by the Game Providers as communicated to the Customer by the Supplier and/ or Game Providers and/ or as available on the sites of the Game Providers subject to amendment by the Game Providers from time to time.



3.27. The Customer is obliged to include the following in its End-Users' terms and conditions:

- 3.27.1. End-Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Games or LP is to the Customer;
- 3.27.2. End-Users agree to use the LP as integrated in the RGP only for the playing of Games in accordance with the Supplier's conditions and the terms and conditions applicable on each Game;
- 3.27.3. End-Users agree not to reverse engineer or decompile any of the Games' software or back office tools, modify, remove or obscure any proprietary noticed placed on the LP, RGP or the Games, copy the LP or the Games by any means or purpose whatsoever, attempt to derive source code or other Confidential Information from the LP or the Games or use the LP as intergated with the RGP for any other purpose than playing the Games or in any way that could adversely affect Game Providers' name, image, reputation or goodwill;
- 3.27.4. End-Users agree to comply with all applicable laws and not use the Games in any of the Restricted Jurisdictions;
- 3.27.5. End-Users agree to comply with any age restrictions imposed by applicable law on the use of the Games;
- 3.27.6. End-Users acknowledge and agree that their sole recourse in relation to any complaint, dispute or claim related in any manner to the Customer's services is to the Customer alone;
- 3.27.7. End-Users acknowledge and agree that the Game Providers are the sole and exclusive owners of the Intellectual Property Rights relating to the Games.;
- 3.27.8. End-Users acknowledge and agree that the use of the Games is at all times at the End-Users' sole risk and responsibility.

3.28. The Customer warrants to the Supplier that neither it, its Affiliates, Licensees, employees nor any associated parties will attempt to or permit any other party to attempt to:

- 3.28.1. View any of the coding of the LP or the Games or any other software provided by the Supplier to the Customer;
- 3.28.2. Reverse engineer any of the coding of the LP or the Games or any other software provided by the Supplier to the Customer;
- 3.28.3. Decompile any of the coding of the LP or the Games or any other software provided by the Supplier to the Customer;
- 3.28.4. Monitor in any way (in form or function) the LP, the Games or any other software provided by the Supplier to the Customer;
- 3.28.5. Make use of any data provided by the Supplier to the Customer under this Agreement save in the ordinary course of its gaming/ gambling business;
- 3.28.6. Alter or modify any part of the LP or the Games.

3.29. The Customer shall inform the Supplier of any actual or alleged violation, infringement or breach of this Agreement and/ or applicable Games' terms and conditions, including but not limited to an End-User being located in a Restricted Jurisdiction.

3.30. The Customer shall provide to the Supplier and maintain at all times a valid gambling/gaming licence(s) in the relevant jurisdictions. In addition, the Customer shall



immediately notify the Supplier of any regulatory action that may affect any gaming/gambling licence held by the Customer.

4. Supplier Representations and Warranties

4.1. Supplier represents and warrants to:

- (a) provide and manage the Supplier IP;
- (b) host and operate LP and the Games so that they are available for use by Customer's End Users subject to the discretion of the Game Providers and/ or restrictions arising from applicable law;
- (c) Notwithstanding the above, the Supplier shall at its sole discretion decide which jurisdictions Supplier will and will not procure certification of games under. Additionally, the Supplier is entitled to discontinue offering the LP at a certain jurisdiction any time upon notifying the Customer.
- (d) provide technical support for LP;
- (e) use commercially reasonable endeavours to undertake any necessary work required by Customer to integrate the LP with third party platforms used by Customer and its End Users;
- (f) use commercially reasonable efforts to cure any material failure of or in the LP or the integration of the Games with the LP within 30 (thirty) calendar days of receiving notice of such failure from the Customer;
- (g) take reasonable measures to reinstate the LP or the Games if the availability of the same is temporarily disrupted for reasons under Supplier's control;
- (h) co-operate with the Customer and Affiliates or competent law enforcement or regulatory agencies, as the case may be, in investigating and responding to any notified or observed incident of unauthorized or suspected unauthorized access, use or fraud in relation to the LP and/or the Games insofar as required by applicable law;
- (i) make all reasonable efforts to repair and correct any problems arising under Supplier's areas of responsibility that may arise from time to time which would cause Supplier to be unable to perform its obligations under this Agreement;
- (j) use all commercially reasonable efforts, skill, diligence and good industry standards to ensure that while the Supplier does not have control over Games, the Supplier does not contain software errors or defects which would enable the LP to be exploited by End Users for unlawful gain, unfair advantage or to obtain winnings that are statistically unlikely;
- (k) ensure that the LP is not in itself and/ or does not include any content or other items (including links to other websites or sources) which: (i) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (ii) promote violence or activities prohibited by any applicable laws; (iii) contain content that is obscene, sexually explicit or pornographic, or is intended to harass or annoy, or violate any applicable law; (iv) contain peer-to-peer file sharing networks, bulletin boards, forums or similar online environments on which unauthorized copyright material is made available for distribution;
- (l) use reasonable skill and care in performing its obligation under the Agreement.

4.2. Supplier shall have the right, on reasonable notice of at least 2 (two) months to Customer, no more often than once in any 12 (twelve) month period, to appoint an independent third party to examine Customer's books and records as they relate to the Games, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the expense of Supplier unless the audit reveals an underpayment by Customer of greater than 5% (five per cent) of the fees due to the Supplier by the Customer under this Agreement, in which case the audit shall be at the expense of Customer. Customer shall forthwith pay to Supplier the amount of any deficiency identified by the audit.

Services and obligations in this clause 4 shall be defined together as the “**Services**”.

5. Service Levels

5.1. Games shall, for the purposes of this Agreement, be considered unavailable for End Users if the Games or a substantial part thereof, key functions of the Games, or other essential features thereof are non-operational for a significant amount of End Users.

5.2. Games shall, however, not be considered unavailable in the following circumstances, and where the following applies, such time shall be disregarded when calculating the availability of the Games during any given calendar month:

- (a) Scheduled maintenance or updates of the Games or the Hardware upon which it resides, shall be notified by the Supplier to the Customer at least 7 (seven) calendar days in advance, provided that, if applicable, the Game Provider has notified the Supplier reasonably in advance, and is completed by Supplier and/ or the Game Provider as quickly as reasonably possible;
- (b) Scheduled maintenance and updates under sub-clause (a) shall, unless otherwise agreed between the Parties, be conducted at hours designed not to conflict with the busiest periods of End User System use;
- (c) Emergency shutdowns necessary to protect the Games from fraud, viruses or any form of so called “denial of service” attacks or similar, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by the Supplier to the Customer in advance provided that the Game Provider has notified the Supplier of such shutdowns reasonably in advance; and
- (d) Errors or failures to access the Games caused as a result of failures or communication problems beyond the Supplier’s reasonable control attributable to the internet or any other public or private networks (including without limitation mobile phone networks) used by End Users or others (including Customer) to access the Games.

5.3. The Parties agree that Supplier shall:

- a) respond during 2 (two) hours since the Customer notification in case of critical issues;
- b) respond during 4 (four) hours since the Customer notification in case of questions or non-critical issues arising;
- c) respond during 24 (twenty four) hours since Customer notification in case of low priority issues or requests.

Supplier or Supplier’s End User shall be responsible for the provision of End User customer support. Technical support shall be in the English language only.

6. Licensing Fees / Monthly Fees

6.1. Supplier shall calculate and charge the Monthly Fee based on a percentage of Revenue in accordance with Appendix A, B and C of this Agreement. The Supplier reserves the right to increase the Monthly Fee percentage if required to comply with changes in applicable law and regulations and/or if fees connected to the Game Providers are changed.

6.1.1. Shall the revision of a Monthly Fee percentage arise, the Supplier should inform the Customer in writing to a designated email about changes as a result of applicable law and regulations and/or if fees connected to the Game providers are changed and shall obtain Customers approval prior to the changes.

6.2. The Parties agree that the Customer shall pay the Monthly Fee due within 7 (seven) calendar days of the date of invoice delivered by the Supplier.



7. Intellectual Property

7.1. All Intellectual Property Rights in the System, as well as additions, corrections, improvements thereto, and in any Supplier IP provided to the Customer will at all times remain the property of Supplier.

7.2. All Intellectual Property Rights in the Games, as well as additions, corrections, improvements thereto, and in any Game Provider IP provided to the Customer via the LP will at all times remain the property of Game Provider.

7.3. All Intellectual Property Rights in the RGP, as well as additions, corrections, improvements thereto, and in any Customer IP will at all times remain the property of Customer.

7.4. The Intellectual Property Rights in all work done by the Supplier or its contractors for the Customer remain with Supplier and are licensed to the Customer hereunder together with the System.

7.5. The Intellectual Property Rights in all work done by the Customer or its contractors remain with Customer.

7.6. Each Party agrees that during and at any time after termination of this Agreement, they shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights of the other Party, unless expressly permitted hereunder and they shall not infringe any of the Intellectual Property Rights of the other Party and/ or the Game Providers.

7.7. Supplier shall inform Customer of any claim known to it by a third party of infringement relating to Supplier IP.

8. Confidentiality

8.1. "Confidential Information" shall mean any and all information relating to the Disclosing Party (as further defined below) of any description whatsoever and in the widest sense including without limitation relating to its business, finances, intellectual property assets, know-how, trade secrets, marketing, and shall also include the existence of this Agreement and any provision of this Agreement, but shall not include any information:

- (a) that is already known to the Receiving Party (as further defined below), without restrictions on use or disclosure, at the time of its disclosure by the Disclosing Party;
- (b) that is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party;
- (c) that is lawfully received by the Receiving Party, without restrictions on use or disclosure, from a third party that is not itself under any obligation of confidentiality or non-disclosure to the Disclosing Party or any other person with respect to such information;
- (d) that is independently developed by or for the Receiving Party without reference or access to the Disclosing Party's Confidential Information; or
- (e) that is explicitly approved in writing by the Disclosing Party for use or disclosure.

8.2. Any Party relying on any of the foregoing exceptions (a) to (e) shall bear the burden of proof with respect to such reliance.

8.3. Each Party (the "**Receiving Party**") shall protect the confidentiality of any Confidential Information disclosed or furnished by any other Party hereto (the "**Disclosing Party**") or otherwise made available to the Receiving Party in connection with the negotiation, execution or performance of this Agreement (whether in written media or otherwise), using the same or a

higher degree of care that it uses to protect its own confidential or proprietary information of a like nature but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the Disclosing Party, and the Receiving Party shall not be deemed by virtue of any access to the Confidential Information of any Disclosing Party to have acquired any right or interest in or to any such Confidential Information.

8.4. Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of this Agreement and shall not otherwise use, nor disclose or disseminate any such Confidential Information to any third party at any time, except as required by law or any competent regulatory body, or the rules of any relevant stock exchange. If the Receiving Party is compelled to disclose any Confidential Information relating to the Disclosing Party as the result of any bona fide written order from any government agency, regulatory body, court of law or competent jurisdiction or stock exchange, the Receiving Party shall endeavour to give no less than 5 (five) calendar days notice to the Disclosing Party of the disclosure to the extent it is able to do so.

8.5. Receiving Party shall notify the Disclosing Party promptly of it becoming aware of any unauthorised use or disclosure of the Disclosing Party's Confidential Information and shall cooperate with and assist the Disclosing Party in every reasonable way to stop or minimise such unauthorised use or disclosure.

8.6. If the Receiving Party commits a breach, or threatens to commit a breach of any of the provisions of this clause, then the Disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause, it being acknowledged and agreed that any such breach, or threatened breach, could cause irreparable injury and that money damages would not provide an adequate remedy to the Disclosing Party.

8.7. Upon termination or expiration of this Agreement, each Receiving Party shall, at the Disclosing Party's option, return or destroy all Confidential Information of the Disclosing Party.

8.8. No announcement, press release or other disclosure shall be made concerning the contents or subject matter of this Agreement by any Party hereto without the consent of the other Party, and provided that each Party shall use reasonable commercial efforts to provide at least 5 (five) business days written notice to the other Party of such requested consent, except as required or mandated by law or any regulatory authority.

9. Gaming Data, data protection and privacy

9.1. Any data or information of any description relating to End Users or their activities on their accounts on the LP and Games, including their personal and private information ("**Gaming Data**") is held in strictest confidence between Supplier and Customer.

9.2. Customer grants to Supplier a non-exclusive, non-transferable, non-assignable limited license to use and process any of the Customer's Gaming Data solely for the purposes of performing its obligations under this Agreement, for the purposes of the Supplier's compliance with applicable law and regulations, including the Supplier's licensing conditions and for use in aggregate form for research and game development purposes and for record maintenance and analytical purposes only as may be needed.

9.3. Supplier shall not disclose any of the Gaming Data to any third party without prior written consent of the Customer, and vice versa, unless served with a binding request to do so by law enforcement or gaming jurisdictional bodies and/ or otherwise required by applicable law/ regulations.

9.4. Each Party acknowledges and agrees that the Gaming Data use may be subject to data protection and privacy laws of the applicable jurisdictions. Each Party shall only use such data to the extent permitted by applicable law.

9.5. Each Party will co-operate with the other in all reasonable respects so as to enable the other Party to comply with any legal obligation relating to privacy or data protection.

9.6. Supplier shall use appropriate technical and organisational measures to protect the Gaming Data as required by data protection regulations.

10. Term and Termination

10.1. This Agreement shall commence and be deemed effective on the Effective Date and shall remain in effect for a minimum term of 3 (three) years (the “**Term**”), unless either Party serves a written termination notice on this Agreement to the other Party as stipulated below.

10.2. This Agreement will automatically renew at the end of the initial Term and each subsequent term for a further period of 1 (one) year, unless either Party serves a written termination notice to the other not less than 90 (ninety) calendar days prior to the end of the current term.

10.3. This Agreement may be terminated as follows:

- (a) Either Party may terminate this Agreement without cause upon giving 3 (three) Months notice in writing.
- (b) Supplier may terminate this Agreement at any time upon immediate written notice if the Customer is more than 30 (thirty) calendar days in arrears in relation to paying any Monthly Fees due. Customer shall be allowed to cure the breach during the notice period, thus pre-empting Supplier's ability to terminate the Agreement in accordance with this section for this specific breach whereas the Supplier shall retain the right to terminate the Agreement under this section for any subsequent breaches by the Customer.
- (c) Either Party may terminate this Agreement at any time upon immediate written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:
 - i. commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 (thirty) calendar days of the date of receipt of notice of such breach from the other. In case of a non-remediable breach, no cure period is applicable and non-breaching party may terminate the Agreement immediately with a notice to the breaching party;
 - ii. loses any license or other required government or other approval or consent or the right to operate under any of the same and is unable thereby to fulfill all or part of its obligations under this Agreement;
 - iii. becomes insolvent or unable to pay its debts, is subject to a petition in bankruptcy or insolvency proceedings, is dissolved, or ceases carrying on its normal business operations for any reason for a period of 30 (thirty) calendar days or more;
 - iv. has any principal, officer or director that is arrested in a criminal proceeding of an offence that is a breach of laws relating to gambling and/or involves money laundering or fraud and the terminating Party reasonably determines, in its sole discretion, that such conviction has materially harmed or will materially harm the general goodwill or reputation of the terminating Party or any of its Affiliates.
- (d) Supplier may terminate this Agreement with immediate effect in the event of any change of ownership or control of the Customer, unless the Customer sought prior written consent to the change from the Supplier.

10.4. Upon expiration or termination of this Agreement for whatever reason:



- (a) Customer shall promptly return to Supplier all materials licensed, supplied or delivered by Supplier to the Customer pursuant to this Agreement and all copies of the whole or any part thereof (other than materials that must be retained for licensing or regulatory purposes), and the Parties shall promptly return to or, if requested by the other, destroy, any Confidential Information belonging to the other and, if requested by Supplier, the Customer shall, in the case of any Games supplied to it under this Agreement, destroy it by erasing it irrecoverably from the magnetic media on which it is stored and certify in writing to Supplier that it has been destroyed within 10 days of the request;
- (b) The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to those which have accrued to either Party prior to termination or expiry, and save for the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

11. Insurance

Supplier may provide the Customer with any commercial insurance policies that may be a legal or jurisdictional mandatory requirement upon the Supplier and any updates, replacements, or additional policies that it takes out throughout the Term, within 1 (one) month of such policies being requested by the Customer, provided that along with such request Customer delivers supporting documentation as to it.

12. Operation of Licensed IP

12.1. Notwithstanding anything to the contrary in this clause, any changes to the graphics of the LP or the Games requested by the Customer shall be made only in the absolute discretion of Supplier and/ or Game Provider if applicable and relevant fees, if any shall be payable by the Customer for such changes. Supplier shall provide a quote at the then prevailing market rates to the Customer and only proceed with such changes on approval of the same from the Customer.

12.2. Customer and Licensees shall have the right to create multiple front-end web pages or mobile apps that will direct users to the same Games subject to guidelines, restrictions and/ or approvals by the Game Providers, if applicable.

13. Disruptions

13.1. Neither Party shall be held liable for any damages of any kind which result from government legislation or policy.

13.2. Except as otherwise specifically provided herein, neither Party shall be responsible for failure of performance of this Agreement due to causes beyond their control, including work stoppages, fires, civil unrest, riots, rebellions, unexpected and unforeseen network failures, acts of government, acts of God and similar occurrences (referred to as “**Force Majeure**”).

14. Additional Representations and Warranties

14.1. All Parties and signatories to this Agreement represent and warrant that they have carefully read all of the terms and conditions of this Agreement, have fully reviewed its provisions with their attorneys, know and understand its contents and sign the same as their own free acts and deeds.

14.2. The Parties warrant and represent that:

- (a) They are duly incorporated and organised in the jurisdiction of their formation and are in good standing with full power and authority to do business in each jurisdiction in which



- they conduct business, and have all necessary power and authority to execute this Agreement and to perform their obligations hereunder;
- (b) this Agreement constitutes a legal, valid and binding obligation of the Parties, enforceable against them in accordance with any applicable law;
 - (c) the Supplier shall permit Customer and its Affiliates and Licensees to use the names, logos, trade marks and trade names forming part of the Supplier IP on a world-wide, non-exclusive, non-transferable, non-assignable, royalty free basis solely in connection with the corporate responsibilities of Customer and its Affiliates and for promotional material of all relevant parties;
 - (d) the Supplier is the owner of the Supplier IP being licensed herein and Supplier warrants and represents that such IP is free of any lien or encumbrance from any third party;
 - (e) the Customer and its Affiliates and Licensees use of any Supplier IP in accordance with this Agreement will not infringe Intellectual Property Rights of any third party;
 - (f) either Party shall not conduct its business in a manner that reflects unfavourably on the good name, goodwill and reputation of Parties and/or their Affiliates, Licensees, if applicable, and/or the other Party's IP;
 - (g) either Party shall not make any false or misleading statement or representation with regard to other Party and/or its Affiliates, Licensees, if applicable and/or the other party's IP;
 - (h) neither the execution of this Agreement, nor the performance of its obligations hereunder, shall cause either Party to breach any of its obligations under agreements with third parties;
 - (i) they shall comply with all relevant laws in their jurisdiction of its incorporation and any other jurisdiction applying to its performance of this Agreement and they have obtained and will maintain for the duration of this agreement all permissions, licenses and consents necessary for the Supplier to perform the Services;

14.3 Limitation of warranties. Except where otherwise stated in this agreement, Supplier disclaims all express and implied warranties with regard to this agreement, including warranties of merchantability and fitness for a particular purpose.

15. Indemnities

15.1. The Customer shall defend, indemnify, protect, save and hold harmless the Supplier and its Affiliates and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses, arising out of or related to any claim or action that the possession or use of the Games (or any part thereof) infringes the Intellectual Property Rights of the Game Providers.

15.2. The Customer shall defend, indemnify, protect, save and hold harmless the other Party and its Affiliates and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses, arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, arising out of any performance or failure of performance (whole or partial) of this Agreement by the Customer, any terms and conditions, rules, regulations and/ or guidelines set by the Game Providers in connection with use of Games by the Customer, or any breach or violation of any duty, obligation, warranty or representation made hereunder including any losses suffered as a result of an error or bug in the Customer's system, provided that the Supplier shall not have any right to be indemnified hereunder for its own gross negligence or wilful misconduct.

15.3. The Customer shall defend, indemnify, protect, save and hold harmless the Supplier and/ or the relevant Game Provider(s) and their respective Affiliates and directors, officers, employees and agents against any and all claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses,



arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, caused by or arising in connection with any unauthorised or fraudulent access to or modifying of, including but not limited to hacking of and/ or attempted hacking of the Customer's systems, RGP(s) and/ or Payment System(s) and/ or their integration with the Platform Software, Licensed Platform and/ or Game(s). For avoidance of doubt, in case of a fraudulent deposit into an End-User account due to a bug, hacking or any other exploit of the RGS or Payment System, such amounts shall be accounted into the GGR notwithstanding the fact that no real money was deposited.

15.4. Any sum payable by the Supplier or Customer to the indemnified parties pursuant to this clause 15 shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by any applicable law. If any deduction or withholding is required by law, Supplier or Customer, as the case may be shall be obliged to pay to the indemnified parties such sum as will, after the deduction or withholding has been made, leave the indemnified parties with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

16. Liability and Limitation of Liability

16.1. Customer and its Licensees shall be solely responsible for determining the jurisdictions in which they choose to accept and/or to receive wagers. However, notwithstanding the foregoing, Customer agrees that it will not solicit wagers from any jurisdiction where it is illegal to do so and will be liable for any and all damages and claims for failing such requirement.

16.2. Neither Party limits its liability for fraud, or death, or personal injury arising from its own negligence or that of its employees, agents or sub-contractors. For avoidance of doubt, the Supplier shall not be liable for any fraudulent deposits into an End-User account made due to a bug, hacking or any other exploit of the RGS or Payment System and the Customer shall remain fully liable for any and all claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses related to such fraudulent deposits.

16.3. Notwithstanding anything herein contained, liability of the Supplier to the Customer shall not exceed the lesser of €20,000 (twenty thousand Euro) in the aggregate, or the total aggregate revenue and any other fees paid by Customer to Supplier in the 12 (twelve) Months prior to the date of notice of the claim.

16.4. Except as provided in this Agreement, neither Party shall be liable for any:

- (a) indirect, special, punitive, incidental or consequential damages; or
 - (b) loss of data, loss of business or loss of profits,
- however arising including as a result of negligence, breach of contract or otherwise.

16.5. Each of the Parties acknowledges that this Agreement and in particular but without limitation the preceding provisions of this clause have been freely negotiated by the Parties and are considered by them to be reasonable having regard to the nature of the relationship between the Parties and the other provisions of this agreement.

17. Financial Transactions

Customer will be responsible for all payments to End Users.

18. Accounting



18.1. Supplier shall maintain records of all transactions and wagers placed by End Users in relation to the Games. Supplier shall provide Customer with real time access to said records online using the Backoffice.

18.2. No fees are payable for the regular reporting system provided to Customer for the purpose of calculating the Monthly Fee.

18.3. Supplier shall provide accurate and complete real time reports pertaining to all gaming/wagering transactions of the Games as solely defined by Supplier via the online reporting system in the Backoffice.

18.4. Supplier and its agents shall have the right to use the accounting information for statistical and reporting purposes provided that specific sensitive information about the Customer and its Licensees and any End Users is not disclosed.

18.5. For any currency conversion to Euros, the rates of <https://exchangerate.host> shall be used for fiat currencies and <https://coinmarketcap.com/> for cryptocurrencies. Conversion of the GGR in different currencies to Euros for invoicing purposes will be executed as upon the last date of each month. For the avoidance of doubt, the Monthly Fee will be invoiced in Euros.

19. Notices

19.1. Any notice or other document to be served under this Agreement to another Party shall be in writing and delivered or sent by prepaid first class post, recorded airmail or email to such Party at its address set forth below, or such other address as the party may specify by written notice to the Parties of this Agreement.

If to Supplier, to:

Attn: Envision Managers N.V.
Zuikertuintjeweg Z/N, Willemstad, Curacao
Email: legal@st8.io

If to the Customer, to:

Attn: Geeker Technology N.V.
Zuikertuintjeweg Z/N, Curaçao
Email: simona.z@quantumgaming.com, oliver.d@quantumgaming.com

19.2. Any notice, document or other communication shall be deemed to have been delivered:

- (a) if sent using registered mail or courier mail services - when signed for by a Party's representative; or
- (b) in case of email - at 10.00 a.m. on the next Business Day after the date of dispatch of the recipient's timezone.

20. Agreement administration

20.1. This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire Agreement between the Parties relating to the subject matter hereof. No statements or representations made by either Party have been relied upon by the other in agreeing to enter into this Agreement. No addition to, or modification of, or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the Parties, unless made by a written instrument signed by a duly authorised representative of each of the Parties. By way of exception, amendments to Schedule B may be made in such form as the Parties may from time to time agree by a written instrument



duly confirmed via email correspondence by an authorised signatory of each Party. For the avoidance of doubt, no such consent/confirmation by e-mail correspondence shall be binding unless an addendum document has been sent by Supplier to Licensee as an attachment to the email and Licensee has replied to such email using the consent wording specified by Supplier in writing.

20.2. This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the Parties and signatories have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective.

20.3. The failure of any Party to insist upon the performance of any term or condition in this Agreement, or the failure of any Party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein. Furthermore, Supplier shall have the right to seek equitable relief when necessary, without affecting its other rights in any way.

20.4. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20.5. The word 'including' shall not be construed so as to limit the following words or any list or class of items and shall be read as if written with the phrase "but not limited to" immediately following it.

20.6. This Agreement provisions shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assignees. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the Parties, their successors and assignees, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.

20.7. Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either Party as a partner, joint venture, employee, or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions.

20.8. The Parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein.

20.9. If any Party hereto is a corporation, the signatory for any such corporation represents and warrants that they possess the authority and have been authorized by the corporation to enter into this Agreement.

20.10. If any provisions of this Agreement are held by a court to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding. If the invalidation of any such provision materially alters the Agreement, then the Parties shall immediately adopt new provisions to replace those which were declared invalid.

20.11. All appendices referred to herein are incorporated by reference and are so incorporated for all purposes.

20.12. Neither Party's interest in this Agreement shall be sold, assigned, pledged, encumbered, or transferred by that Party without the written consent of the other Party.



20.13. Nothing in this Agreement shall confer on any third party any right to enforce the provisions of this Agreement and all such rights are excluded to the fullest extent permitted.

20.14. This Agreement shall be governed by and construed in accordance with the laws of Curacao.

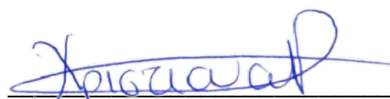
21. Dispute Resolution

All disputes, controversies, or claims arising out of or relating to this Agreement shall be submitted to the Curacao courts. The Parties agree that Curacao law shall apply and that either Party may be served with the demand and all other related legal papers to the Curacao courts, by the other Party to the address, specified above in clause 19.1, and that both Parties hereby submit to the jurisdiction and courts of Curacao, and will honour any awards/judgments issued thereby. Party prevailing in any such dispute shall be awarded with its reasonable paid attorneys fees and costs.

The Parties confirm their authorisation and acceptance of this Agreement by their signatures below.

EXECUTED by the Parties hereto effective as of the day and year first written above.

St8 Tech N.V. by its authorized signatory, who is duly authorized to bind the entity:



Envision Managers N.V.
Managing Director

Geeker Technology N.V. by its authorized signatory, who is duly authorized to bind the entity:



Geeker Technology Co Ltd.
Managing Director
Oliver De Bono

APPENDIX A TO THE SOFTWARE LICENSE AGREEMENT

Commercial Terms of the Agreement

1. Security Deposit	0 EUR (the MRG has been waived)
2. Setup Fee	0 EUR (the setup fee has been waived)
3. Platform Distribution Fee	2% from GGR applies when Operator has a direct agreement with Game Provider while St8's API is used for technical distribution of games
4. License Fees	See Appendix B
5. Bonus Deduction	To be agreed with each Game Provider separately. a. Bonus Deductions are applied only on bonus monies paid to players via the Supplier Free Spins application b. Should the Customer have another method of bonus deductions then please provide: i. Name of the tool the Customer uses ii. A commitment for a month report showing the amounts paid to each player so we can check random players to make sure the bonus deductions are correct iii. A report from the Customer at the player level needs to show 1. Player ID (the same ID as we have in our system) 2. The Bets and Payouts for the player 3. The bonus deduction claimed for the player
6. Minimum Revenue Guarantee	0 EUR (the MRG has been waived)



The Monthly Fee payable by the Customer to Supplier for the Games Content shall be calculated on the basis of the Revenue by using the applicable Revenue Share tiers below.

Example 1.

GGR of €600,000 generated in a month result with licence fee of 9% GGR Amount:

$$€600,000 \times 9\% = €54,000$$

Example 2.

The monthly Revenue payable of €2,300,000 generated in a month result shall be calculated on the basis of GGR and Revenue tiers of applicable, as per calculation below:

Tier 1 = 11%	€0 - €1,000,000
Tier 2 = 10%	€1,000,001 +

$$€1,000,000 \times 11\% = €110,000$$

+

$$€1,300,000 \times 10\% = €130,000$$

$$\text{Total Monthly Fee} = €240,000$$

Restricted Jurisdiction

Customer is not allowed to use the Games in the jurisdictions indicated in the System and / or provisioned separately by the Supplier and Game Provider.



APPENDIX B TO THE SOFTWARE LICENCE AGREEMENT

Game Provider	Asia	Rest of World
3Oaks	8%	9%
AE Casino	9%	9%
Amigo Gaming	7%	9%
Atmosfera	8%	10%
Aura Gaming	8%	8%
AvatarUX	7%	8%
Aviatrix	6%	8%
Backseat Gaming	8%	10%
Betsolutions	6%	8%
BF Games	7%	9%
BGaming	6%	8%
Blueprint	8%	12%
Booming Games	6%	8%
Booongo	7%	9%
Bullshark Games	8%	10%
Charismatic	6%	8%
CQ9	8%	8%
Darwin Gaming	7%	10%
EGT Digital	Direct Deal	Direct Deal
Endorphina	8%	10%
Evoplay	6%	8%
Ezugi	8%	10%
Fa Chai	8%	8%
Fugaso	6%	8%
Gamebeat	6%	8%
Games Global	N/A	11%
ICONIC21	8%	10%
Gaming Corps	6%	9%
Gamzix	6%	8%
Habanero	9%	10%
Hoelle Games	7%	9%
iMoon	6%	8%
InOut	7%	9%
Jade Rabbit	7%	9%



JDB	8%	8%
Kingmidas	8%	8%

Game Provider	Asia	Rest of World
Leander	7%	9%
Mancala Gaming	6%	8%
Naga Games	8%	8%
NetGame	8%	9%
NetGaming	6%	8%
Nolimit City	7%	10%
Novomatic	TBC	11%
Octoplay	8%	11%
Onlyplay	6%	8%
Peter & Sons	6%	8%
PG Soft	8%	8%
Phoenix7	6%	8%
Play'n GO	N/A	13%
Playhub Studio	6%	8%
Playson	10%	10%
Playtech	10%	12%
Playtech Live	10%	12%
Playzia	7%	9%
Push Gaming	Direct Deal	Direct Deal
Qubit Games	7%	7%
Quickspin	11%	11%
RAW Gaming	7%	9%
Royal Gaming	8%	8%
RTG	7%	9%
RubyPlay	7%	9%
Slotmill	7%	9%
Smartsoft	7%	9%
Spinomenal	7%	9%
Spinoro	7%	9%
Swintt	9%	9%
Swintt Live	10%	11%
Tada	N/A	8%
Thunderkick	7%	10%
TVBet	8%	10%



Vivo Gaming	7%	10%
Wicked Games	6%	9%
Win Fast	10.50%	10.50%
Winfinity	8%	10%
Yggdrasil	8%	TBC
Yolted	7%	9%



APPENDIX C: PREMIUM GAMES TO THE SOFTWARE LICENCE AGREEMENT

Usage fee payable by the Customer to Supplier (St8 Tech NV) for Premium, Branded and Third-Party games may be different including but not limited to Appendix C.

The most recent Premium, Branded and Third-Party games are available in St8 back-office under Game List and Invoicing module or by request from St8 Tech operation department.

Ezugi

The below games are considered Ezugi premium games and are charged 3% on top of generic fee:		
Ezugi Premium Content		In addition to the fees payable by the Licensee for Ezugi Generic Content set out above, the Licensee shall pay the following additional fees in respect of the Games comprised within the Ezugi Premium Content:
21+3 Blackjack side bet		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from 21+3 Blackjack side bet
Perfect Pairs Blackjack side bet		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Perfect Pairs Blackjack side bet
Perfect Pairs Baccarat side bet		3% (three per cent) of the Gross Gaming Revenue generated by the Licensee from Perfect Pairs Baccarat Side bet
Casino Hold'em Game		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Casino Hold'em Game
Casino Razz (Casino Hold'Em sidebet)		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Casino Razz (Casino Hold'Em side bet)
Unlimited Blackjack Game		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Unlimited Blackjack Game
Ten 20 Bonus (UBJ side bet)		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Ten 20 Bonus (UBJ side bet)
Perfect 11 Bonus (UBJ side bet)		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Perfect 11 Bonus (UBJ side bet)
Baccarat Knock Out Game		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Baccarat Knock Out Game
Lucky Ladies (Blackjack side bet)		3% (three per cent) of the Gross Gaming Revenues generated by the Licensee from Lucky Ladies side bet
Blackjack Growth Table(s)		A fee of EUR ten cents (€0.10) per main bet (excluding side bets) placed on the Blackjack Growth



		Table(s) (the "Blackjack Growth Table Fees")
The below games are considered Ezugi premium games and are charged 1% on top of generic fee:		
Andar Bahar		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Andar Bahar
Teen Patti		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Teen Patti
One-day Teen Patti		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from One-day Teen Patti
Bet-on-Teen Patti		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Bet-on-Teen Patti
Lucky 7		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from 32 cards
32 cards		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Indian studio roulette
Namaste Roulette		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Ultimate Sic Bo
Ultimate Sic Bo		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Ultimate Andar Bahar
Ultimate Andar Bahar		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Ultimate Roulette
Ultimate Roulette		1% (one per cent) of the Gross Gaming Revenues generated by the Licensee from Ultimate Roulette
Ezugi OTT™ Content		In addition to the fees set out above the Licensee shall pay, in respect to Ezugi OTT™ Content a fee of 1% (one per cent) of the Gross Gaming Revenues for each casino supplier independently. The current suppliers are: - Portomaso Casino and Oracle Casinos for Roulette Games - Marina Casino for Baccarat and Andar Bahar Games When adding the additional casinos for the provision of Ezugi OTT™ Content, Ezugi will notify the Licensee by email.



APPENDIX D

GAMING SITES (URL)

<https://www.wikibet.com>

<https://www.moneybet.com>

<https://www.kookubet.com>

<https://www.maxbet88.io>

<https://www.vincevegas.com>

<https://www.luckystripes.com>

<https://www.8spin.com>

