

GAME SOFTWARE LICENSING AGREEMENT NO. MM-25-1.790

This Game Software Licensing Agreement entered into on **November 26, 2025** (the “**Effective Date**”), by and between

Goldgrid N.V., a company incorporated and registered under the laws of Curacao, with registration number 171794, and having its registered office address at Dr. M.J. Hugenholtzweg 25 Unit 11, P.O. Box 578, Curacao, represented hereby by Statutory director Odin Trust B.V. (hereinafter referred as “**Licensor**”),

and

Mirax Management Ltd, a company incorporated and registered under the laws of Marshall Islands, with registration number 113524, and having its registered office address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro MH96960, Marshall Islands, represented hereby by Maksims Rutenbergs, Authorized signatory (hereinafter referred as “**Licensee**”),

Referred to herein individually as “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. Whereas the Licensor is a legal entity which has lawful rights to license a Licensed Software and desires to grant the right to use the Licensed Software to the other Party.
- B. Whereas the Licensee is a legal entity, which undertakes the right to use the Licensed Software under the terms and conditions stipulated in this Agreement for distribution and sublicense purposes.
- C. Whereas the Licensor desires to render certain Licensed Software services and grant to the Licensee the right to use the Licensed Software under the terms and conditions stipulated in this Agreement, and the Licensee is desirous of obtaining same.
- D. Whereas it is the express objective and intention of the Parties to this Agreement to achieve as high as possible degree of efficiency in their professional relationship, to their mutual benefit.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS:

- 1.1. “**Agreement**” – means this agreement, all annexes, appendix to this Agreement and any amendment thereto.
- 1.2. “**Availability Date**” - means **March 1, 2026**, being the date on which the Licensed Software is expected to be available for supply.
- 1.3. “**Bets**” – means the amount wagered by Players during a particular calendar month.
- 1.4. “**Bonus(es)**” – means any incentive(s) provided to Players on the Sub-Licensees’ websites which directly promote the Licensed Software: including, but not limited, free bets, free rolls, free spins, free chips, bonus-based loyalty programs or similar offered to Players from time to time as recorded on the Licensee’s platform. Deduction of Bonuses for the purpose of calculating Monthly License Fee is subject to the terms of Annex 1.
- 1.5. “**Gambling license**” – means the license, provided by the Authority of the jurisdiction, where is the remote gambling/gaming business legal. Gambling license ensures the legitimacy of an online casino business, as they involve regular assessments of the company’s conduct.
- 1.6. “**Gross Gaming Revenue**” or “**GGR**” – means real money Bets less real money Wins, calculated in accordance with the back-office reports of the Licensor and confirmed by the Licensee. For the avoidance of doubt, for the purpose of GGR calculation free spins/ free bets are not taken into consideration.
- 1.7. “**Intellectual Property**” – means all intellectual property and respective rights thereto, including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether and wherever registered, unregistered or pending, related to the Software and any applications for the acquisition or procurement of Intellectual Property as well as any updates and or/changes applied or in relation to the Intellectual Property from time to time.

- 1.8. **“Licensed Software”** or **“Software”** – means all games traded under brand **GameIQ**. The list of games and the availability of each game is provided in Annex 3 of this Agreement. The dates set out therein are non-binding estimates that may be amended by written agreement of the Parties.
- 1.9. **“Player(s)”** – means a customer of the Sub-Licensee registered on the website of the Sub-Licensee;
- 1.10. **“Set-Up Fee”** – means an initial fee that is charged by the Licensor to set up an account (or similar financial instrument).
- 1.11. **“SLA”** – means the Service Level Agreement agreed to by and between the Parties and accepted as an integral part of the Agreement, attached to this Agreement and established as ‘Annex 2 – SLA’, and including any respective amendments to which the Parties may agree from time to time.
- 1.12. **“Territory”** – means the world excluding any jurisdiction or territory in respect of which it is illegal for the Licensee to provide remote gaming to residents.
- 1.13. **“Wins”** – means the amount won by Players during a particular calendar month.
Terms of computer or software terminology which are not defined herein shall have the meanings normally attributed thereto in the computer or software industry.

The insertion of headings and clauses in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.

Unless otherwise indicated, any reference in this Agreement to a clause, schedule or annex refers to the specified clause, schedule or annex of this Agreement.

In this Agreement, words referring to ‘persons’ shall include, unless stated otherwise, reference to individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

2. SUBJECT MATTER

Subject to the terms and conditions of this Agreement the Licensee undertakes to use, distribute, promote and sublicense the Licensed Software under the terms and conditions of this Agreement.

3. GRANTING OF THE RIGHT TO GRANT THE SUB-LICENSE

- 3.1. The Licensor hereby grants to the Licensee who accepts, for the entire term of this Agreement and as conditioned herein worldwide, revocable, non-transferable, non-exclusive license of the Licensed Software or its part the right to sub-license use of the Licensed Software for the purpose of provision of online gambling services to third party operators (hereinafter – **Sub-Licensees**). The Licensed Software may be offered, distributed and made available only within the Territory and shall not be offered, distributed or made available in any jurisdiction excluded from the Territory.
- 3.2. The Licensee shall have the right to sublicense the Licensed Software to Sub-Licensees to be used by Players registered with Sublicensee(s), subject to:
 - 3.2.1. having performed adequate due diligence;
 - 3.2.2. having had the Licensee enter into a sub-licensing agreement with the Sub-Licensee, which would protect the interests of the Licensor in the same manner as this Agreement;
 - 3.2.3. requiring the Sub-Licensee(s) to ensure that each Sub-Licensee retains a gaming licence issued by a respective jurisdiction to provide the Licensed Software to Players.
- 3.3. The Licensee is obliged to provide the Licensor with a list of Sub-Licenses by the 15th day of the month (email sufficient). The list should include information about company names and websites of Sub-Licensees with which the Licensee has signed a sublicense agreement.

4. THE CONDITIONS AND SCOPE OF THE LICENSE

- 4.1. The Licensed Software shall be solely used by the Licensee for the purpose of distribution and sublicense of the Licensed Software to the Sub-Licensee(s) for operation of the online entertainment gaming through the internet in the range of all necessary proper valid license(s) for each jurisdiction where the online entertainment gaming is operated (as applicable from case to case).

- 4.2. The Licensor reserves the right, without prejudice to its other rights or remedies, to block the access to Licensed Software to the Licensee which is suspected of committing any illegal activity. Before blocking access to the Licensed Software the Licensor shall give 30 (thirty) days' notice on existence of suspicion (and providing detailed description) to the Licensee to provide explanations and remedy the situation (if applicable to the case).
- 4.3. The Licensor releases the Licensee from the liability of any improper or illegal use of the Licensed Software by the Sub-Licensee.
- 4.4. The Licensee expressly acknowledges that the Licensor may provide the other entities or party with the Licensed Software. The Licensor expressly acknowledges, that the Licensee may receive similar software to Licensed Software from other entities. For the avoidance of doubt, as long as a Sub-Licensee has a valid agreement with the Licensee regarding the Licensed Software and/or games, and from the day the Licensor has received a notice on a new Sub-Licensee (or Website), the Licensor undertakes not to contact the Sub-Licensee directly or indirectly unless authorized in writing by the Licensee or required by applicable law. Furthermore, if during the said period a Sub-Licensee or any of its principal shareholders or management contacts the Licensor directly, the Licensor will pass the request to the Licensee without discussing business specific questions with the Sub-Licensee. The Licensor will not provide the Licensed Software directly or via third party companies, e.g., other aggregators, to the third-party operators (Sub-Licensees) that have contractual relations with the Licensee and obtain the Licensed Software via the Licensee, without the Licensee's prior written consent.

5. DUTIES OF THE LICENSEE

The Licensee will use commercially reasonable efforts to ensure that it complies with the terms of this Agreement and will inform the Licensor within reasonable time of any known violation, infringement or breach.

6. LICENSE FEE

In consideration of the rights granted under this Agreement, the Licensee shall pay to the Licensor the license Set-Up Fee and Monthly License Fee as specified and defined in **Annex 1** herewith.

7. CALCULATION OF LICENSE FEE

7.1. The Monthly License Fee for the Licensed Software is calculated as follows:

- 7.1.1. No later than 5th day of every month the Licensor shall provide the Licensee with a statement setting out its monthly GGR for the previous month and the respective monthly invoice.
- 7.1.2. Provided that calculation of the monthly GGR from Licensed Software is equal or below zero, the Licensor will not issue an invoice for such a month. The following month the Licensor shall issue and send an invoice for both months taking in to account the negative number of GGR for previous settlement period.
- 7.1.3. For the avoidance of doubt, the GGR generated under this Agreement shall be calculated in aggregate and not separately for each Sub-Licensee. The Licensee should receive a cumulative invoice for all Sub-Licensees, regardless of the technical division. Due to the fact that the Agreement is concluded between the Licensor and the Licensee, the invoice shall be issued to the Licensee and shall be joint for all Sublicensees. And if one of Sub-Licensees has a negative amount of GGR, it shall be subtracted from the total amount of GGR.
- 7.1.4. The Licensor will calculate and determine the Monthly License Fee payment owed to the Licensor by the Licensee in accordance with **Annex 1** hereto. After receiving the monthly License Fee payment invoice from the Licensor, the Licensee shall have fifteen (15) business days to settle and pay such invoice. On the fifteenth (15) day, in case the payment has not reached the account of the Licensor, the Licensee on the Licensor's request shall provide the Licensor with proof that License Fee has been sent on the Licensor's account.
- 7.1.5. Provided that the Licensee shall be in delay with his payment to the Licensor more than ten (10) business days, the Licensor shall send a written notice to the Licensee.

7.2. The Licensee hereby acknowledges that the Licensor's License Fee under this Agreement are strictly net amounts and are not inclusive of any foreign, state, value added tax, withholding, or other taxes, customs duties, similar

tariffs and fees, or any other tax imposed or otherwise levied by any regulatory authority, that the Licensor may be required to pay other than taxes on the Licensor's income.

- 7.3. The Licensee hereby agrees and binds itself to pay any such tax, value added tax or levy or any costs incurred on the Licensee or any payment made by the Licensee to the Licensor in the jurisdiction of business activity of Licensee.
- 7.4. The Licensee shall maintain, in accordance with generally accepted accounting principles and standards, complete and accurate books and records in respect of its operation with Sub-Licensee(s).
- 7.5. The Parties shall be solely responsible for the payment of any applicable gaming taxes imposed for the operation of the Business issued by a regulatory authority as may be applicable from time to time as well as any other gaming tax due and payable by the Licensee under any applicable law in any territory.
- 7.6. Monthly License Fee is payable by the Licensee upon confirmation by comparison of information provided by the Licensor (in accordance with the back-office reports of the Licensor) and back-office reports of the Licensee. In case of discrepancies between the Licensor's and the Licensee's reports the Parties mutually agree to negotiate in good faith the amount of Monthly License Fee to be paid within 10 business days. The respective terms of payment as per clause 7.1. shall be extended respectively for the period of negotiations. The Licensor shall provide a back office system capable of uploading data on a daily and monthly basis for the purpose of reconciling data on the Licensee's side. The uploaded data shall include detailed information, such as Bets, Wins, and freerounds by Players, categorized by games and in their original currencies. The Licensor is responsible for generating a report based on the uploaded data, which shall contain the aforementioned detailed information. This data shall be accessible and updated on a daily basis.
- 7.7. The Licensee shall make a prepayment to the Licensor in the amount specified in Annex 1 (the "**Prepayment**"). The Prepayment shall be applied against the Monthly License Fee invoices issued under this Agreement until fully exhausted. Each invoice shall show the gross amount due, the Prepayment set-off applied, and the resulting net amount payable (if any). Any unapplied balance of the Prepayment shall carry forward to subsequent invoices. The Prepayment does not bear interest. The Parties may agree different application mechanics in writing.
- 7.8. In consideration of the Prepayment, and subject to receipt of the Prepayment by the Licensor, the Licensor grants the Licensee exclusive reselling rights for the Licensed Software for the first twelve (12) months from the Availability Date. During this period, the Licensor shall not appoint or authorize any other reseller or aggregator for the Licensed Software. For the avoidance of doubt, the Licensor shall not sell the Licensed Software through aggregators or other resellers.

8. TECHNICAL SUPPORT

The Licensor will provide an access code and technical support for the Licensed Software in accordance with the terms and conditions set forth in **Annex 2 (SLA)**, as annexed hereto.

9. LICENSOR OBLIGATIONS

9.1. Hosting, Configuration & Installation

- 9.1.1. As soon as practicable from the Effective Date hereof, the Licensor will configure and install the Licensed Software and any required underlying software and services on appropriate hardware which will be procured, operated and provided by the Licensor.
- 9.1.2. The Licensor shall host and operate the Licensed Software at the Licensor's location of choice and the Licensee shall be responsible for setting up and providing domains and sub-domains (email sufficient) and to pass on details thereof as well as other configuration-enabling data deemed necessary by the Licensor for the operation of the Licensed Software and for testing and configuration thereof.
- 9.1.3. Provided that the Licensee supplies all requested data and wholly cooperates with the Licensor during this testing and configuration stage, the Licensor shall ensure that the Licensed Software shall be ready for live testing by the Licensee within such time as the Parties shall agree.
- 9.1.4. The Licensor shall notify the Licensee when testing and configuration shall have been completed, and that pursuant to such the Licensee can proceed with live-testing.

9.2. Training

- 9.2.1. The Licensor shall provide to the Licensee full training pertaining to the use and management of the Licensed Software at no additional costs.

9.2.2. The Licensor shall provide to the Licensee, all reasonably necessary telephone, written and on-site consultation requested by the Licensee in connection with setting up, configuration, use and operation of the Licensed Software up to the end of the live-testing period, and shall repeat such training once, after the first twelve (12) months of operations on the request of the Licensee.

9.3. Maintenance, Updates and Support

9.3.1. The Licensor shall provide maintenance, updates and support in terms of the SLA.

9.3.2. During the term of this Agreement, the Licensor shall provide to the Licensee all upgrades and updates to the Licensed Software, which are designated as such by the Licensor at no additional cost.

9.3.3. The Licensee acknowledges that the Licensor shall not be responsible, and consequently shall be held harmless, for any delay in installation, deployment, system defects, or loss of data due to actions reasonably attributable to the Licensee, its agents or due to non-observance of technical instructions given by the Licensor.

9.3.4. Any updates and upgrades to the Licensed Software shall be considered as an integral part of the Licensed Software for the purposes of this Agreement.

9.3.5. The Licensor shall use its reasonable endeavours in accordance with best industry practice to correct a defect in the Licensed Software and in the event that the Licensor establishes that the correction of a defect is not possible or feasible, a method to bypass the defect shall be provided to the Licensee provided that the Licensor shall procure the removal of the defective part if possible.

9.3.6. For the purposes of this agreement, important messages are considered to be notifications pertaining to significant changes, technical issues, software malfunctions, suspension of payments, discovered bugs/errors, and any other circumstances that may affect the execution of the terms of this agreement. The Parties agree that all important messages shall be immediately sent to the email address info@miraxcompany.com.

10. WARRANTIES AND REPRESENTATIONS

10.1. The Licensor warrants and represents as follows:

- 10.1.1. that prior to any material being used as part of the Licensed Software, all rights, licenses and consents relating to Intellectual Property rights, including the rights to grant licenses under this Agreement have been obtained and shall continue to be valid throughout the entire duration of this Agreement;
- 10.1.2. it has the right to grant the Licensee the license to distribute, sub-license and use the Licensed Software in accordance with this Agreement;
- 10.1.3. it will use reasonable skill and care in accordance with good industry practice in performing the support services in accordance with the **Annex 2** hereof.
- 10.1.4. it has and shall comply with all necessary rights, permissions, clearances and licenses from gaming authorities necessary in order to access the Licensed Software and provide it to Sub-Licensees;
- 10.1.5. the Licensed Software is materially free from errors, viruses or bugs, and it will notify the Licensee immediately if such error, virus or bug is discovered by the Licensor;
- 10.1.6. it shall provide the Licensee with the information the Licensee may reasonably request in order for the Licensee to comply with its reporting and other obligations under any license issued by a gaming authority.

10.2. The Licensee warrants and represents as follows:

- 10.2.1. approach to the Licensed Software shall be possible only via the Licensee's platform and as provided in this Agreement.
- 10.2.2. that it will provide the Licensed Software to Sub-Licensees under applicable law and in accordance with a valid gambling license of the relevant classes and according to gambling regulations for the operating of the lottery and gambling business, direct or remote, issued in the country of its origin (as appropriate).
- 10.2.3. that he shall request the Sub-Licensee's to use adequate protection for minors and vulnerable persons in accordance with the law and regulations of the country in which the Licensed Software is used and in accordance with generally accepted gaming industry standards and practices.

10.3. The Parties agree and warrant to refrain from any act of commission or omission that derogates from or infringes upon the exclusive proprietary rights of the other. In the event that either Party becomes aware that a third party or third parties are or are about to improperly use the Intellectual Property or any part thereof or infringing upon any proprietary rights of the other, it will promptly notify the other party of all facts known to it, relating to such unlawful use.

11. PROHIBITION OF INTERFERENCE INTO LICENSED SOFTWARE

The license granted under this Agreement shall be construed as strictly prohibiting the Licensee from engaging and or authorizing any third party to engage on its behalf in any of the following activities:

- (i) use, license, distribute, modify or otherwise transfer the Licensed Software other than those rights specifically granted hereunder;
- (ii) remove any proprietary notices from the Licensed Software;
- (iii) encumber, transfer or assign the Licensed Software;
- (iv) alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from Licensed Software or create copyrightable or copyrighted material of the Licensed Software; or
- (v) create derivative works based on the whole or on any part of the Licensed Software.

12. TERM AND TERMINATION

12.1. This agreement shall be effective on the Effective Date.

12.2. Unless earlier terminated as provided in this Agreement, this Agreement shall be agreed for the initial period of two (2) years (hereinafter – Initial Term). This Agreement will automatically renew at the end of the Initial Term and each subsequent term for a further period of 24 (twenty-four) months (hereinafter – Renewal Term), unless either Party serves a written termination notice to the other not less than 60 (sixty) calendar days prior to the end of the Initial Term or any Renewal Term.

12.3. As of the end of the first year after the Effective Date either Party has the right to terminate this Agreement by giving 3 (three) months' prior written notice to the other Party, providing a sufficient written explanation of the reasons for such termination. For the avoidance of doubt, the reason for termination in this case must be reasonable and substantial and in no case can be based only on the inflated commercial expectations of the terminating Party. For a better understanding of the Parties, such reasons can be as the long-term absence of any turnover on the integration for a long time (several months - a year), or significant violations of compliance/ conditions of good faith cooperation and other remarkable reasons.

12.4. The Parties agree that in case of such termination mentioned in clause 12.3., the notified Party shall have the possibility to remedy the situation, prevent or improve the causes and/or negotiate with the terminating Party for mutual resolution of such a reason stated in the written notice in 30 (thirty) days, but if after the expiration of these 30 (thirty) days the situation has not been remedied, then the agreement shall be considered terminated after another 2 (two) months. Notwithstanding the above, the Parties agree that this Agreement obliges a Party to perform what has been promised, and neither the particular gravity of the transaction nor the subsequent difficulties in performance entitle one Party to withdraw from the contract, even if the other is indemnified. One Party may not withdraw from a contract without the other's consent, even if the latter fails to do so. Unilateral withdrawal from the Agreement, without following the described above procedure, is not permissible.

12.5. Following the expiration of the abovementioned periods the term of this Agreement shall thereafter be automatically prolonged indefinitely unless terminated in writing by either Party by providing no less than 90 (ninety) days prior notice of termination.

12.6. Either Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to other party if the other Party:

- 12.6.1. is in material breach of any of its obligations under this Agreement and either that breach is either incapable of being cured or remains uncured for thirty (30) days after receiving written notice of the breach; or
- 12.6.2. becomes insolvent or is in otherwise unable to pay debts in the ordinary course of business; or

12.6.3. is dissolved or otherwise cease to engage in its normal business operations and is unable thereby to fulfil its obligations under this Agreement.

12.7. Any obligations in accordance with this Agreement shall survive termination of this Agreement for any reason. Termination is not an exclusive remedy, and all other remedies shall be available to the terminating Party whether or not the Agreement is terminated.

13. INDEMNIFICATION

13.1. The Licensee shall hold the Licensors harmless and indemnify the Licensors at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions brought against the Licensors by the Licensee, to the extent that such cause of action is based upon a claim in connection with the operation of the Licensee's business.

13.2. The Licensee shall indemnify and hold the Licensors harmless at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions, penalties, or adjudication brought against the Licensors in connection with any matter relating to the illegal use of the Licensed Software by the Licensee or its successors, assigns, partners, subsidiaries, affiliates officers, employees, agents and representatives.

14. INTELLECTUAL PROPERTY RIGHTS, INTELLECTUAL PROPERTY CLAIMS

14.1. The License granted under this Agreement is limited to the rights explicitly granted herein and is not, does/shall not purport or imply to be, a transfer or assignment of the Intellectual Property of the Licensors in the Licensed Software.

14.2. For the avoidance of doubt, except for rights explicitly granted to the Licensee hereby, all rights without limitation in and to the Licensed Software shall remain with the Licensors and all rights to and in Licensed Software's upgrades, updates and derivative works and in all materials developed, used and provided to the Licensee under this Agreement, including without limitation proprietary methods, algorithms, source code, object code, protocols, systems architecture, menu structures, database schemas, documentation text, interfaces and their components, shall remain the exclusive rights of the Licensors.

14.3. The Licensee agrees that the Licensed Software shall bear all copyright, trademark and other proprietary notices as the Licensors may be desirous of including therein and accepts that such notice would comprise a phrase and/or logo.

14.4. Upon the expiration or termination for any reason of the Licensors' rights in relation to the Intellectual Property linked to Licensed Software, the licensed rights hereby granted in relation shall immediately cease and the Licensors shall notify the Licensee of that fact and the Licensee shall immediately remove such Licensed Software from all applicable gaming sites. This Clause shall be without prejudice to the termination provisions of this Agreement if applicable.

14.5. The Licensors shall indemnify the Licensee against claims, liabilities, and costs reasonably incurred in the defence of any claim brought against the Licensee by a third party alleging that the Licensed Software infringes or misappropriates any patent, copyright or trade secret rights intellectual property rights of such third party, provided that:

14.5.1. The Licensee as soon as possible notifies the Licensors in writing of any such claim; and

14.5.2. The Licensors is afforded to control fully the defence and any settlement of such claim; and

14.5.3. The Licensee cooperates fully in the defence of such claim; and

14.5.4. The Licensee has not contributed in any way to the infringement, whether by way of modifying the Licensed Software, improper use, improper integration or by any other means.

14.6. If the Licensee receives a valid and enforceable claim or demand relating to an infringement, mentioned in clause 14.5., the Licensors may, at its sole discretion:

14.6.1. modify the Licensed Software in such a way that it is no longer infringing the rights of a third party;
or

14.6.2. replace the Software with other software of equivalent functionality; or

14.6.3. procure for the Licensee the right to continue to use the Software.

15. CONFIDENTIALITY AND NON – DISCLOSURE

- 15.1. Either party is obliged to non-disclosure any information that would damage the good name of the other party.
- 15.2. In connection with this Agreement, the Licensee may come into contact with confidential information of the Licensor or information intended for internal use by the Licensor or other information constituting a trade secret of the Licensor, whose disclosure to any third party would be contrary to the interests of the Licensor. The Licensee agrees to maintain the confidentiality of all these information and any other information obtained in connection with activities under this Agreement, including information that will detect and information relating to, inter alia, customers, know-how and working methods of the Licensor.
- 15.3. Either party is obliged to maintain the confidentiality of commercial terms that are contained in this Agreement or directly related to it or related to the other party's business affair of which it may become aware, unless the information has been disclosed to the public without breach of this Agreement.
- 15.4. Either party is not bound by the confidentiality obligations, only if the other party agrees in prior written consent disclosing of such information, if such information is available to the public, if the public authorities require this information in the exercise of its powers or in the other cases stipulated by law. In a case that the public authority requires for such information, the party is obliged to immediately notify the other party before it provides such information so the party may eventually make a qualified objection against to such procedure of public authority.
- 15.5. Either party shall make maximum effort to protect confidentiality information from being leak or lost due to an infringement of the confidentiality, theft or the infringement of the confidentiality of third parties.
- 15.6. Each party shall promptly report to the other any actual or suspected violation of the term of this Agreement and shall take all reasonable steps to prevent, control or remedy such violation.
- 15.7. Notwithstanding any provision to the contrary in this Agreement, each party ("Disclosing Party") may disclose without prior consent of the other Party the confidential information, including the terms of this Agreement, to a third party ("Recipient") if such disclosure is reasonably necessary for the performance of this Agreement. However, the Disclosing Party shall take reasonable steps to ensure that the commercial conditions, pricing, and other sensitive business terms remain confidential. In the event of such disclosure, the Disclosing Party shall make reasonable efforts to redact or conceal sensitive commercial terms when providing copies of this Agreement to the third party. The Disclosing Party shall communicate to the Recipient the necessity of keeping the commercial conditions confidential and shall take measures to enforce such confidentiality.

16. LIMITATION OF LIABILITY

- 16.1. Either Party is liable for any damages resulting from its breach of this Agreement. The right of the penalty does not preclude the right of the either party for damages.
- 16.2. In no event will the Licensor be liable for incidental, indirect, special or consequential damages, or any damages whatsoever resulting from loss or use of the Licensed Software. Nor will the Licensor accept liability arising out of or relating to any banner, advertising material or any material created by the Licensee.
- 16.3. In no event will the Licensor be liable for incidental, indirect, special or consequential damages, or any damages whatsoever resulting from any disputes or claims between the Licensee and its end users. The Licensor shall always take into account data from its back-office and those data shall be bound and relevant also in relationship between the Licensor and the Licensee.
- 16.4. The Licensor shall not be liable for any improper or illegal use of the Licensed Software by the Licensee including, without limitation, its successors, assigns, affiliates, licensees, officers, employees, agents and representatives. Specifically, in no event is the Licensor responsible for the Licensee's obligation to any third parties.
- 16.5. Limitation of liability shall not apply with respect to any and all liability of the Licensor arising in connection with a breach of warranty set out in this Agreement.
- 16.6. In no event shall the Licensee be liable for any lost profits or any consequential, special incidental, indirect, relevance, punitive or moral damages, however caused.
- 16.7. Any damages caused by the Licensor shall be compensated as follows:
 - (i) all damages shall be compensated by the appropriate reduction of Monthly License Fee;

- (ii) only if impossible to compensate damages by reduction of Licensed fee in accordance with previous subsection, parties shall proceed in accordance with relevant legislation.

17. FORCE MAJEURE

- 17.1. Neither Party shall be liable for any delay or failure to perform any material obligation under this Agreement, if the failure is due to an event beyond its reasonable control, provided that:
- 17.1.1. It promptly notifies the other Parties in writing of the nature and extent of the force majeure event causing its failure or delay in performance;
 - 17.1.2. It could not have avoided the effect of the force majeure event by taking precautions which, having regard to all the matters known to it before the force majeure event, it ought to reasonably have taken and did not; and
 - 17.1.3. It has used all reasonable endeavours to mitigate the effect of the force majeure event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.
- 17.2. If the force majeure event prevails for a continuous period of more than thirty (30) days, any Party may terminate this Agreement forthwith by written notice to the other Party. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

18. MISCELLANEOUS

- 18.1. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.2. In case that any provision of this Agreement becomes invalid or ineffective, the other provisions of the Agreement are not affected and are still valid and effective and for that gap is used the meaning and purpose of Agreement the most relevant provisions of the applicable law of the Republic of Latvia.
- 18.3. This Agreement shall be governed by the laws of the Republic of Latvia. Any dispute controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Riga Arbitration Court (reg. no. 40008023425), language of the proceedings is English.
- 18.4. If any litigation or arbitration should arise as a result of a breach of this Agreement, each party shall bear its own costs.
- 18.5. The captions appearing with the commencement of the paragraphs of this Agreement are descriptive and for convenience of reference only, and shall in no way define, limit or describe the scope or intent of the provisions of this Agreement.
- 18.6. This Agreement shall inure to the benefit and be binding upon the parties, their legal representatives, and successors and permitted assigns.
- 18.7. Both parties agree that they have each materially and fully participated in the negotiation and drafting of this Agreement and, if this Agreement ever should be the subject of interpretation by a court or arbitration, it shall not be construed or interpreted against either party for the reason that it was drafted by only one party.
- 18.8. Amendments may be made to this Agreement at any time with the written consent of both Parties. Any amendments made to this Agreement shall have no force or effect whatsoever unless made in writing and signed by each of the Parties hereto.
- 18.9. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to the intent of the Parties and the remainder of this Agreement shall remain in full force and effect.
- 18.10. Terms of computer or software terminology which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.
- 18.11. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or an appendix refers to the specific section of or Appendix to this Agreement.
- 18.12. This Agreement with its all Annexes supersedes all prior and contemporaneous understandings or agreements of the Parties.

signature block on next page

Signatory page

IN WITNESS WHEREOF, the Parties have executed this Agreement in two original copies on the date set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR:



Name: Christie Geisler Hansen signing on behalf of Odin trust B.V.

Title: Statutory director

LICENSEE:



Name: Maksims Rutenbergs

Title: Authorised signatory

ANNEX 1
THE LICENSE SET UP FEE AND MONTHLY LICENSE FEE

The Licensee shall pay no Set-Up Fee.

Prepayment: an amount of up to EUR 500,000 (five hundred thousand euros) (the “Prepayment”), payable in up to five (5) instalments of EUR 100,000 (one hundred thousand euros) each. The Prepayment shall be applied against Monthly License Fee invoices until fully exhausted, as set out in Clause 7.7.

The Licensee shall pay to the Licensor royalties from the GGR of the Sub-Licensee’s received from use of Licensed Software via the Licensee’s platform.

Monthly License Fees payable to the Licensor will then be calculated as per the below table.

License Fee
5% GGR

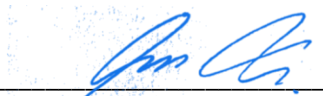
Note1. Calculation of License Fee shall be based on flat rate tiers.

Note2: For the avoidance of doubt, the GGR generated under this Agreement shall be calculated in aggregate and not separately for each Sublicensee. If more than one account belongs to or is used by one legal entity, i.e., Sublicensee, provided that the Licensee submits to the Licensor supporting documents confirming that, then only for the invoicing purposes, such accounts shall be united in one system in the invoice reports.

All sums due under this Agreement shall be made in Euros. When the bets are placed, or the winnings are paid in other currencies the exchange conversion date will be based on the daily exchange rate on xe.com.

All payment information shall be specified in the monthly invoice, which shall be delivered on the Licensee’s e-mail: info@miraxcompany.com.

LICENSOR:



Name: Christie Geisler Hansen signing on behalf of Odin trust B.V.

Title: Statutory director

LICENSEE:



Name: Maksims Rutensbergs

Title: Authorised signatory

ANNEX 2
SERVICE LEVEL AGREEMENT (SLA)

Assistance during the integration process and the technical support for the Licensed Software

1. Assistance during the integration process

- 1.1. The Licensor shall provide the Licensee with an API access to the Licensed Software and also shall provide assistance during the whole integration process of the Licensed Software.
- 1.2. During the integration process the Licensor shall determine an authorized employee, who will provide assistance via e-mail gold.g.team@gmail.com. To avoid any misunderstandings the Licensor explicitly states that this contact is for purpose of assistance during the integration process only.

2. Technical support

- 2.1. The Licensor shall provide support for Licensed Software 24/7.
- 2.2. Technical support is provided via:
E-mail: gold.g.team@gmail.com
- 2.3. All support communication and all support documents shall be in the English language only.
- 2.4. Technical support shall be supervised by an authorized person. Authorized person for this Agreement is with following contacts:
E-mail: gold.g.team@gmail.com
Phone: N/A
- 2.5. The Licensee must send a copy of all issue reports to the authorized person.
- 2.6. The Licensee is obliged to inform the Licensor about each issue as soon as possible but not later than 48 hours since the issue appeared. Issue reports which will be received after this deadline shall not be accepted.
- 2.7. All reported issues must be backed up with the relevant information, which includes following information ("**Mandatory information**"):
 - (i) No. of game session;
 - (ii) Time issue occurred accurate to 30 minutes in GMT 0;
 - (iii) Text description of the issue;
 - (iv) No. of the issue (created by the Licensee).
 The Licensee can send a screenshot of the issue or error code. To avoid any misunderstanding screenshot of the issue and error code are not considered as the Mandatory information, however providing screenshot of the issue and error code could be helpful for the technical support.
- 2.8. On the accepted issue reports which satisfied conditions listed above is the Licensor obliged to reply within 72 hours. The time for the solution of the issues depends on the range and scope of the issue. All accepted issue reports will be treated as urgent.
- 2.9. The Licensor does not provide technical support for issues caused by unauthorized interference of the Licensee or any other third parties.

LICENSOR:



Name: Christie Geisler Hansen signing on behalf of Odin trust B.V.
Title: Statutory director

LICENSEE:



Name: Maksims Rutensbergs
Title: Authorised signatory

ANNEX 3
GAMES AND AVAILABILITY

1. Crystal Strike — expected before the Availability Date
2. 1000 Gems of Cleopatra — expected before the Availability Date
3. Big Buck Bounty — expected before the Availability Date
4. 3 Hot Mermaids — expected after the Availability Date
5. Scarlett and the Cosmic Relic — expected after the Availability Date

LICENSOR:



Name: Christie Geisler Hansen signing on behalf of Odin trust B.V.

Title: Statutory director

LICENSEE:



Name: Maksims Rutenbergs

Title: Authorised signatory