

SOFTWARE LICENSE AND RESALE AGREEMENT

This Software License and Resale Agreement (hereinafter referred to as the "Agreement") is made on **September 16th, 2022** by and between:

HighBet B.V., a company incorporated under the laws of Curacao, registration number: 148202, registered address: Abraham Mendez Chumaceiro Blvd.50, Willemstad, Curacao, hereinafter referred to as the "**LICENSOR**", and

Dreamtek Solutions B.V., a company incorporated under the laws of Curacao, registration number: 156830, registered address: E-Commerce Park Vredenberg Heelsumstraat 51, Curaçao, hereinafter referred to as the "**LICENSEE**",

LICENSEE and LICENSOR hereinafter jointly referred to as the "Parties" and separately as the "Party".

GENERAL

WHEREAS, the LICENSOR has acquired rights in further distribution of Games and shall provide it, according to the list agreed by the Parties via email, integration chat or other means of communication agreed by the Parties (further referred to as the "**Games**") subject to the terms and conditions, as set out hereunder,

WHEREAS, the LICENSEE wishes to integrate the Games into its existing platform for providing (sublicensing/reselling) the Games to its clients - sub-licensees;

WHEREAS, the LICENSEE operates a platform for distributing the Games to its clients - sub-licensees, and has sought the LICENSOR's approval for use of the Games;

NOW THEREFORE, the Parties hereby agree on the following terms and conditions:

1. DEFINITIONS

1.1. This Agreement is to be interpreted in accordance with the following definitions:

"Bets" mean wagers placed by an End User on the outcome of an Event through the Games, included any right to wagers granted by the LICENSEE and LICENSEE's Clients to an End User as any type of bonuses.

"Bonus Deduction Cap (BDC)" means all costs incurred by LICENSEE and LICENSEE's Clients in relation to bonuses granted to End Users. Bonus Deduction Cap is taken into account when calculating the Gross Gaming Revenue.

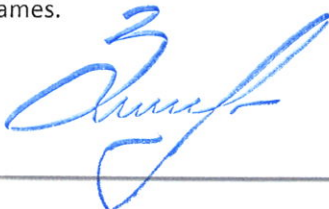
"Confidential Information" means:

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

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

(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a Party and training courses and materials and know-how relating thereto.

"End User and End Users" means one or more of the LICENSEE's Clients' individual players who play the Games.



"End User Software" means such software as is downloaded by an End User when playing the Games, whether stored on the End User's computer terminal or device or not.

"Events" mean any event or Game, the outcome or result of which is available for the End User to wager on.

"Excluded Territories" means such territories as listed herein or may be agreed for particular Games by the Parties via email, integration chat or other means of communication agreed by the Parties.

"Gross Gaming Revenue (GGR)" means the aggregate income received by the LICENSEE and LICENSEE's Clients in connection with Games, which shall be calculated as the total monthly Bets on all Games during a calendar month less of the total monthly Winnings, but before taxes. GGR is calculated as $GGR = \text{Total Bets} - \text{Total Winnings} - \text{Bonus Deduction Cap}$.

"Intellectual Property" means generally inventions, designs, processes, formulae, notations, improvements, all financial information of any Party, know-how, goodwill, reputation, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Games and Platform particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Games and the Platform or any part of them.

"Intellectual Property Rights" means patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

"Operators" means companies that provide online gambling services based on a relevant license and/or permit.

"Platform" means the LICENSEE's software solution through which the LICENSEE makes available and integrates Games and other gaming software for LICENSEE's Clients.

"Royalty" means the regular (monthly) fee to LICENSOR for provided license rights on Games under this Agreement, which is payable by the LICENSEE and which is calculated hereunder.

"Upgrade" means any: (i) change or amendment to, or upgrade, or new version of Games or the Platform; and (ii) any new release of Games or the Platform.

"Winnings" mean the funds or prizes won by the End User as a result of Bet(s) placed by the End User being graded as a winning bet by the software of Games in accordance with the results of the relevant Event.

"Website" means website or websites, irrespectively, whether they are browser, desktop or mobile version, agreed by the Parties, on which the Games are provided by LICENSEE's Clients to End Users.

2. LICENSE AND RESALE

2.1. The LICENSOR hereby provides (licenses) the Games to the LICENSEE with the right to sublicense the Games to its sub-licensees (hereinafter referred to as the **"Clients"**), which act as (1) Operators of online casino, or/and act as (2) Game Aggregators reselling the Games to its clients, which act as Operators of online casino (hereinafter: **"Operators"** and/or **"Aggregators"** accordingly, or together named hereinafter: **"Clients"**), in accordance herewith, and grants a limited, non-exclusive, transferable, royalty-bearing license to use such Games (**"License"**) on Clients' domains, or on domains of Clients' clients, to make them available to End Users to play via Websites communicated -to the LICENSOR-LICENSEE by the LICENSEE via email, integration chat or other means of communication agreed by the Parties ~~Appendix C~~.



2.2. The Aggregator (reseller) who received the rights (sublicense) from the LICENSEE has the right to the subsequent resale (sublicense) of the Games.

2.3. Other commercial terms, if not specifically agreed by the Parties in this Agreement, can be defined in the Appendixes to the Agreement.

3. INTEGRATION, TERMS, AND RESTRICTIONS

3.1. The LICENSOR shall exercise reasonable efforts to keep the support services available twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond the LICENSOR's control.

3.2. The LICENSOR may at any time, without notifying the LICENSEE, make changes to the Games which are technically and reasonably necessary if they do not affect the general nature or quality of the Games, as well as do not breach the terms of the License.

3.3. The LICENSOR is responsible for all aspects of providing, maintaining and operating the Games, including (but not limited to):

- Game management
- Continuous game & content development
- Technical support

3.4. Parties under this Agreement carry out activities outside Curacao. Independently of the terms of this Agreement, LICENSEE or LICENSEE's Clients shall not use the Games, including taking any real money wager from any End User who, at the time of making the wager, is located within Curacao or any other country as specified in the annexes hereto.

4. PRICE AND PAYMENTS

4.1. Royalty under this Agreement is calculated under Appendix A and paid in and in the manner provided herein.

4.2. All Royalty fees shall be paid by either LICENSEE (or its Affiliate or other authorized party, as the case may be) to LICENSOR monthly in USDT by electronic or wire transfer. Where the payment should be made to LICENSOR in other currency than above, for the purposes of conversion of one currency into another, the exchange rate of <https://www.xe.com/> established as of the payment date shall be applied.

The Parties agree that Royalty fees payment may also be made in cryptocurrency upon written approval of the LICENSOR. For the purposes of conversion of currency or cryptocurrency into cryptocurrency, the exchange rate of <https://www.xe.com/> established as of the payment date shall be applied, and in the absence of immediate exchange rate, the exchange shall be conducted through EUR. -.

4.3. The Parties recognize that there might be fluctuations of the exchange rate of <https://www.xe.com/> during the payment date, and they agree to bear the risks thereof. The Invoices for LICENSOR Royalty shall be sent to LICENSEE by emails or other communication tools or ways agreed and usually used by Parties. The LICENSOR undertakes to issue the Invoices and send them to the LICENSEE **no later than on the 10th calendar day of the calendar month following the month for which the Invoice is issued**. The LICENSEE shall make the Royalty fees payments **no earlier than on the 25th day** and not later than the 30th day of the calendar month following the month for which the Invoice is issued.

4.4. Provided that LICENSEE monthly Gross Gaming Revenue from Games is equal or below zero, LICENSOR will not issue an invoice for such a month.

4.5. Taxes applied to the LICENSOR in the jurisdiction of its registration and/or business operation shall be paid by the LICENSOR by itself. LICENSOR shall bear the expenses for payment of any withholding tax (if any) from the Royalty, paid by the LICENSEE in favour of the LICENSOR.

4.6. LICENSEE shall be responsible for payment of any taxes, applicable to its activity.

4.7. LICENSOR shall have the right, without prejudice to its other rights or remedies, to lock automatically the access of the LICENSEE to the Games if the LICENSEE is in delay with payment of invoice for monthly Royalty fee for more than 30 (thirty) calendar days. In this event the LICENSOR shall be released from any liability for the damages incurred by the LICENSEE or its Clients.

5. WARRANTIES, UNDERTAKINGS

5.1. The LICENSOR warrants and covenants that it holds the required regulatory, administrative and all the



other required warranties and permits, for the purposes of developing the Games, and licensing the rights thereto.

5.2. The Licensee acknowledges that Games in general are not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE GAMES AND OTHER SERVICES PROVIDED, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In case the abovementioned errors led to the unfair wins by the End-Users, LICENSOR undertakes to remunerate such losses (the amounts of such wins) to the LICENSEE (or to its Clients).

5.3. The LICENSEE undertakes to make necessary arrangements in the Agreements with its Clients to make sure that:

- a) its Clients at all time hold valid licenses or other required warranties and permits according to applicable laws for the operating of remote gambling business;
- b) or its Clients shall use adequate protection for minors and vulnerable persons in accordance with the law and regulations of the country in which the Games are used and in accordance with generally accepted gaming industry standards and practices;
- c) that in a case that its Client loses its gambling license of any purpose or that there is any suspicion of the gambling authorities that the it breaches the law or regulation of the country in which the Games are used, the LICENSEE's Client shall promptly notify the LICENSEE notifies the LICENSOR of all facts relating to such suspicions;
- d) i its Clients shall conduct sufficient due diligence, compliance and know your customer procedures towards its players as required by respective jurisdiction or, if not applicable, at least in the level being considered as an acceptable industry standard.
- e) neither it, nor any of its employees and associated parties, Clients will attempt to or permit any other party to attempt to reverse engineer, decompile any of the coding of the Games or any software provided by LICENSOR;
- f) Neither it, its officers or employees at whatever level shall not make real money wagers on any of the Games. LICENSEE undertakes to use all reasonable endeavours to enforce this restriction.

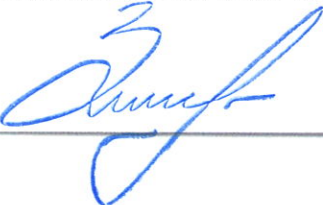
5.4. Parties hereto represent, warrant and covenant that they:

- (a) have full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and each may be an independent party to a lawsuit;
- (b) have full power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated by this Agreement and to be executed by them; have full power and authorization to consummate the transaction contemplated by this Agreement;
- (c) this Agreement is lawfully and duly executed and delivered by each of the Party; this Agreement constitutes lawful and binding obligations, enforceable against each of the Party according to the terms of this Agreement;
- (d) execution, delivery and performance of this Agreement by each of the Party do not (i) violate their relevant articles of association or any other constitutional documents (for legal persons), (ii) conflict with any agreement or contract or other document to which Parties are subject, or (iii) violate or conflict with any applicable law.

6. INTELLECTUAL PROPERTY

6.1. All Intellectual Property Rights in and to the Games, in any Upgrade and in all additions, corrections, and improvements thereto, Platform, other gaming software and in any other proprietary software will at all times remain the property of the respective Party which initially had such Intellectual Property Rights. The Intellectual Property Rights in all work done by LICENSOR or its contractors for LICENSEE remain with LICENSOR and are licensed to LICENSEE hereunder together with the Games.

6.2. Title in and ownership in the Games and all enhancements and modifications thereto thereof, shall remain at all times vested in Licensor. Licensee acknowledges and agrees that all Intellectual Property Rights,



title and interest in and to the Games, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Games, belong exclusively to the Licensor, even if developed based on ideas, suggestions or proposals by Licensee or any other third party.

6.3. Either Party also covenants with other Party that at any time after termination of this Agreement, it shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights, that belong to the other Party or infringe any of the Intellectual Property Rights of other Party.

7. ASSIGNMENT

7.1. LICENSEE may assign, sub-license or otherwise transfer this Agreement whether in whole or in part prior written approval of the LICENSOR by submitting a notification to the LICENSOR via email, integration chat or other means of communication agreed by the Parties.

8. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

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

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

8.1.2. to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement only;

8.1.3. upon written demand from the other Party to either return to the other Party the Confidential Information disclosed by, belonging to or about the other Party (and any copies) or to confirm to the other Party in writing that it has been destroyed.

8.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement, for 3 (three) years.

8.3. Each Party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 8.

9. TERMINATION

9.1. This Agreement shall come into force upon the signing by both Parties and shall be valid for 3 (three) years (the Initial term) with auto prolongation for respective term, unless terminated by either Party. The number of prolongations is not limited.

9.2. This Agreement may be terminated by one Party (the "Aggrieved Party") forthwith by written notice to the other Party where any one, or more, of the following events occur:

9.2.1. the other Party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within 10 (ten) business days of the Aggrieved Party giving notice to the other Party to remedy such failure;

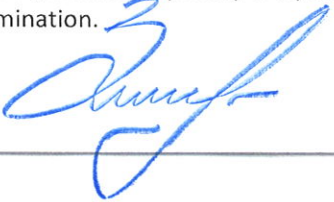
9.2.2. if any bankruptcy or insolvency proceedings are commenced against the other Party (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause), or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the other Party or the other Party's creditors or any class of them.

9.3. Either Party may terminate this Agreement without cause by giving the other Party not less than 30 (thirty) calendar days' written notice of termination after the end of the Initial term.

10. EFFECT OF TERMINATION

10.1. Upon termination of this Agreement for whatever reason, LICENSEE shall return to LICENSOR all of the Games and all Intellectual Property Rights licensed, supplied or delivered by LICENSOR to LICENSEE pursuant to this Agreement and all copies of the whole or any part thereof, and the Parties shall return to or, if requested by the other Party, destroy any Confidential Information belonging to the other Party;

10.2. Any termination of this Agreement (howsoever occurred) shall neither affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof, which is expressly or by implication intended to come into force or continue in force on or after such termination.



11. REPORTS AND AUDIT

11.1. Licensee shall provide the Licensor, on the tenth (10th) day of the Month following the end of each Calendar Month, a report for the preceding Calendar Month of all activity on the Games.

Both Parties undertake to maintain all books and records pertaining to it or any Licensee's Clients and shall make such books and records available to the other Party upon its request.

11.2. Each Party shall maintain complete and accurate books and records relating to this Agreement, which books and records shall contain sufficient information to permit the other Party to confirm with accuracy all activity related to the Games on the Platform. Each Party shall retain all such records for at least three (3) years following the end of the License Term.

11.3. Each Party may, at any time during the License Term and during the three (3) years thereafter:

- inspect, either in person or by means of advisers/advocates the book records of the other Party; in connection herewith, and the other Party undertakes to ensure that first (requesting) Party shall have remote access to conduct its inspections, as required by requesting Party requesting; and
- inspect and audit the other Party's books, accounting records, facilities or procedures (including, without limitation, the books and records detailed in this Section 11) in order to verify that other Party's accuracy in Book Keeping of the use of the Games and that it is in accordance with this Agreement and that reports, invoices and payments have been made in compliance with the provisions of this Agreement.

12. LIABILITY. INDEMNIFICATION

12.1. Nothing in this Agreement shall exclude or restrict liability for fraud, or death or personal injury resulting from the negligence of either Party or their servants, agents or employees.

12.2. Neither Party shall be liable to the other for any indirect, consequential or special damages or loss of profits or any other pure economic loss arising out of or in connection with this Agreement, unless expressly provided for herein.

12.3. LICENSOR releases from the liability of any improper or illegal use of the Games by the LICENSEE or its Clients.

12.4. Each Party's liability to the other, whether in contract, tort or otherwise (including negligence) shall be limited to a cumulative sum of € 50,000 (fifty thousand Euro) for all causes arising out of this Agreement, unless otherwise is Stipulated herein.

12.5. For the avoidance of doubt, the LICENSOR shall not try to poach the Approved Clients of the LICENSEE within the validity term of this Agreement (after it is signed by both Parties) and 12 (twelve) months after its termination (Non-solicitation period). In case the LICENSOR fails to comply with the above, the LICENSOR shall pay to the LICENSEE a monthly commission fee equal to two percent (2%) of the GGR generated by the Approved Client because of the use of the Games (the "Commission Fee"). The Commission Fee is payable monthly during the Non-Solicitation Period in relation to such sums generated through to the licensing of the Games by LICENSOR to the Approved Clients. Each monthly payment is payable within 30 (thirty) calendar days after the end of a month to which the Commission Fee relates. For the avoidance of doubt, LICENSOR shall not be obliged to compensate any further damages in relation to a breach of this Clause and the payment of the Commission Fee shall settle any and all claims which may arise in relation thereto. Notwithstanding the foregoing, the Licensor may poach in whatever manner any potential Clients of the LICENSEE, which were not notified by the LICENSEE to the LICENSOR for approval, without any prior notification.

12.5.1. Approved Clients shall mean the Clients, which were already notified to the LICENSOR via email by the LICENSEE, as specified herein and approved in the same way by the LICENSOR for integration.

12.5.2. The Clause 12.5. shall not apply to the Approved Clients, which (i) were not brought into live by the LICENSEE within 3 (three) months from the date of approval of the Client by the LICENSEE; and/or (ii) were not duly approved by the LICENSOR in respect to which the LICENSEE did not seek the approval from the LICENSOR in accordance with this Agreement; and/or (iii) the Approved Client terminates the cooperation with the LICENSEE for any reason (including but not limited to termination of the Resale Agreement, LICENSEE's platform exit, no use of the LICENSEE's services, etc) – in this respect the LICENSEE shall timely



inform the LICENSOR about the termination of cooperation with the Approved Client; and/or (iv) the Approved Client does not generate the GGR (has zero GGR) for the period of three consecutive months.

12.5.3. If LICENSOR's obligation to pay the Commission Fee arises, LICENSOR shall provide the LICENSEE with access to its back-office data related to the given Approved Client's use of the Games in order to credibly verify the amount Commission Fee to be paid.

12.6. LICENSOR will at all times during the term of this Agreement be liable for, indemnify, keep indemnified, defend and hold the LICENSEE and any of its affiliates (together with their respective employees, officers, subcontractors and agents) (each an "Indemnified Party") harmless from and against any and all liability, loss, expense (including without limitation reasonable attorney's fees), or claims for injury or damages:

(i) incurred by an Indemnified Party as a result of

(A) any inaccuracy in or breach of the representations, warranties or covenants made by LICENSOR in this Agreement, or

(B) any act or omission by LICENSOR or any of its directors, officers or employees that violates any law or constitutes tortious acts or omissions; or

(ii) incurred by an Indemnified Party or asserted against any Indemnified Party by any third party arising out of, in connection with, or as a result of

(A) the execution or delivery of this Agreement, the performance by the Parties hereto or thereto of their respective obligations hereunder,

(B) LICENSEE's exercise of its rights under this Agreement,

(C) any claim that the LICENSOR or the LICENSOR's Games infringe upon or otherwise violates any rights, including, without limitation, any intellectual property rights, of any third party,

(D) any claims of product liability, defective design, warranty, false advertising, unfair trade practices or consumer protection arising out of Games, services or products offered or provided by Licensor and

(E) any claims based upon Licensor's failure to comply with its obligations under this Agreement or applicable laws.

12.7. As a condition to LICENSOR's indemnity obligation LICENSEE shall give LICENSOR prompt notice of any claim, grant LICENSOR sole control of the defense and/or settlement of any claim (provided that LICENSOR shall not enter into any settlement that admits liability on behalf of Indemnified Parties or imposes any obligations on Indemnified Parties other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by LICENSOR. If the Games or part thereof becomes, or in LICENSOR's opinion may become, subject to a claim or Indemnified Party's use thereof may be otherwise enjoined, LICENSOR may, at its option, either: (a) procure for Indemnified Parties the right to continue using the Games; (b) replace or modify the Games, so that they are non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unexpired term, if any, upon the return or destruction (and certification of destruction) of the Games.

13. SUPPORT

13.1. LICENSOR will use its reasonable commercial endeavours to provide LICENSEE with a reasonable technical back-up and support for the Games.

The Parties have agreed to use the following contact details for support-related issues

Details	For LICENSEE	For LICENSOR
Email Address	support@infingame.com	support@chilli.games
Contact Hours	10:00-19:00 (UTC +2)	10:00-19:00 (UTC +2)

14. NOTICES

14.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to



the other party as follows:

14.1.1. To LICENSOR at:

Email, messenger: finance@chilli.games, legal@chilli.games

14.1.2. To LICENSEE at:

Email, messenger: fin@infingame.com , legal@infingame.com

14.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.

15. MISCELLANEOUS

15.1. Sections and Headings. 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 specified section of or Appendix to this Agreement.

15.2. Terminology. 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.

15.3. Number, Gender and Persons. In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

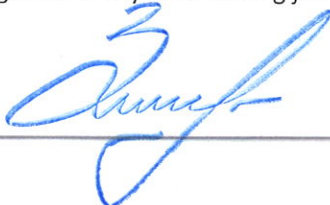
15.4. Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns.

15.5. Force Majeure. A Party will neither be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfil any terms or provisions hereof, if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that Party and which could not have been prevented by that party exercising reasonable diligence. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within 10 (ten) business days after the occurrence of such event with supporting documentation.

15.6. Data Protection. Parties hereby undertake to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

15.7. Entire Agreement. 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 authorized representative of each of the Parties.

15.8. Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any



duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.

15.9. Waiver. Any forbearance delay or indulgence by either of the Parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right, power or remedy available to that Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

15.10. Governing Law; Arbitration. This Agreement shall be governed and construed in accordance with valid legislation of England and Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London, England.

The language to be used in the arbitral proceedings shall be English.

15.11. This Agreement may be entered into in any way and any form not prohibited by the law of England and Wales. This Agreement also may be concluded by exchanging scanned copies signed by the Parties exemplars of Agreement by email or any agreed on the Parties communications tools.

SIGNATURES

LICENSOR

HighBet B.V.


Managing Director
Andrii Zabiaka

LICENSEE

Dreamtek Solutions B.V.

By Managing Director

Capital Trust Corporation N.V.


Managing Director

Roland De Mei

APPENDIX A

TO THE SOFTWARE LICENSE AND RESALE AGREEMENT

BETWEEN Dreamtek Solutions B.V. and HighBet B.V. dated September 16th, 2022

Agreed commercial terms:

Integration Fee	waived
Set-Up Fee	waived
Minimum Royalty Guarantee	waived

Royalty	Bonus Deduction Cap	Excluded territories
6% from GGR*		

* GGR – Gross Gaming Revenue, as specified in definitions section hereof.

SIGNATURES

LICENSOR

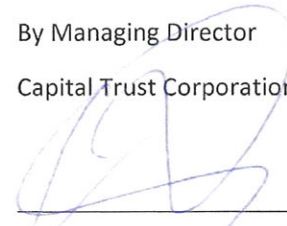
HighBet B.V.


Managing Director
Andrii Zabiaka



LICENSEE

Dreamtek Solutions B.V.

By Managing Director
Capital Trust Corporation N.V.

Managing Director
Roland De Mei

