

GAMES PROVISION AGREEMENT

This GAMES PROVISION AGREEMENT (the "Agreement") is made as of the August 31, 2024 (the "Effective Date") by and between:

KALONIRO INVESTMENTS LTD

Company no.: HE430839

Registered office: Kyvelis 45, Kato Polemidia, 4150 Limassol, Cyprus
(**"Distributor"**),

AND

Kallila N.V.

Registration number: 163871

Registered office: Schout Bij Nacht Doormanweg 40, Willemstad, Curacao
(**"Operator"**)

AND

Sanponin LTD

Registration number: HE 454889

Registered office: Tagmatarchou Dimitriou Pouliou, 18, Flat/Office 301, 3020, Limassol, the Republic of Cyprus
(**"Payment Agent"**)

hereinafter collectively referred to as the "Parties", and separately the "Party".

RECITALS

- A.** Whereas the Operator operates an online casino and desires to use the services of the Distributor to provide the Licensed Games to the End Users.
- B.** Whereas the Distributor is a legal entity which has acquired a Licensed Games and a licence to distribute the same to its various gaming operators.
- C.** Whereas the Distributor desires to render certain Licensed Games services and grant to the Operator the right to make the Licensed Games accessible to End Users under the terms and conditions stipulated in this Agreement, and the Operator desires to obtain the 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:

I. DEFINITIONS

Insofar as the following terms and definitions are used under the Agreement, they shall have the following meaning, unless expressly stated otherwise. Where a singular form is used it shall also be used in plural if applicable and vice versa.

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- 1.1. **"Agreement"** – means this agreement, its Annexes (and any other annexes enclosed via amendments after the Effective Date) and appendices to this Agreement and any amendments thereto.
- 1.2. **"Commercial Launch Date"** – means the day on which the Licensed Software is fully operational, free of bugs and malfunctions and first made available to operate for the End Users of the Operator.
- 1.3. **"Effective Date"** – means the day on which this Agreement is signed by both Parties.
- 1.4. **"End User"** – means the Operator's players who access the Licensed Games.
- 1.5. **"Gambling Licence"** – means a licence, provided by an appropriate authority of the jurisdiction, where the remote gambling/gaming business is legal. The Gambling Licence ensures the legitimacy of an online casino business, as they involve regular assessments of the company's conduct.
- 1.6. **"Gross Gaming Revenue"** or also **"GGR"** – means total monthly End User bets on all the Licensed Games less of the total monthly End User wins. This does not include any bets and wins voided in accordance with the paragraph 5.9 of this Agreement.
- 1.7. **"Licence Fee"** – the amount payable by the Operator to the Distributor as specified in Annexes to this Agreement.
- 1.8. **"Licensed Games"** – means the gaming software which is developed by the Provider and distributed by the Distributor.
- 1.9. **"Provider"** – a Third Party that develops and provides the Licensed Games.
- 1.10. **"License"** – means the right to use the Licensed Games in a scope and conditions of its granting set up in this Agreement. The Sublicence is granted by the Distributor to the Operator.
- 1.11. **"Third Party"** – means any party or entity which is not a party to this Agreement.

II. SUBJECT MATTER

- 2.1. The Distributor hereby grants the Operator the worldwide (without prejudice to the territorial requirements and exceptions given in this Agreement), non-sublicensable, non-exclusive Licence to use the Licensed Games within its online casino and to make the Licensed Games available to the End Users for playing, all under the conditions of this Agreement. The Licensed Games are not to be used or exploited in Cyprus whatsoever.

III. THE CONDITIONS AND SCOPE OF THE SUBLICENCE

- 3.1. The Licensed Games shall be used by the Operator solely for the purpose of operating online entertainment gaming through the internet in the range of all necessary proper and valid governmental Gambling Licence(s) for each jurisdiction where the online entertainment gaming is operated.
- 3.2. The Operator shall not transfer the Licence or any rights arising under it to any Third Party. The Operator must not share the access code / user account, provided to it by the Distributor, to any Third Party.
- 3.3. The Operator shall ensure that all Licensed Games will remain available to End Users for playing at all times and with all of the provided functions and features, unless there is a technical or regulatory issue due to which a certain game cannot be used (malfunctions of the game, non-compliance of the game with a certain applicable regulation etc.).

21

IV. LICENCE FEE AND DEPOSIT

- 4.1. In exchange for the rights granted to it in this Agreement, the Operator shall pay to the Distributor the monthly Licence Fee which is specified and defined in Annexes to this Agreement.

V. CALCULATION OF LICENCE FEE

- 5.1. The monthly Licence Fee is calculated as follows:
 - 5.1.1. No later than on the last day of every month, the Operator shall provide the Distributor with a statement setting out its monthly Gross Gaming Revenue for the previous month.
 - 5.1.2. The Distributor will calculate and determine the Licence Fee payment owed to the Distributor by the Operator in accordance with Annexes hereto. After receiving the monthly Licence Fee payment invoice from the Distributor, the Operator shall have ten (10) days to settle and pay such invoice. The tenth (10) day is the last day to submit the payment by the Operator.
 - 5.1.3. In case that the Operator is in delay with its payment of the monthly Licence Fee to the Distributor, the Distributor may, at its discretion, send a written notice to the Operator.
 - 5.1.4. The Distributor shall have the right, without prejudice to its other rights or remedies, to block the access of the Operator to the Licensed Games if the Operator is in delay with payment of the monthly Licence Fee in accordance with the paragraph 5.1.2 of this Agreement. The notification about the intended blocking shall be served to the Operator not later than 3 (three) business days prior to the intended blocking.
- 5.2. Parties agree that in case of any dispute regarding the due amount the back-office data of the Distributor shall be considered and shall be the decisive basis for the calculation of the Licence Fee.
- 5.3. The Operator hereby acknowledges that the Distributor's Licence Fee under this Agreement is strictly a net amount and is 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 Operator may be required to pay other than taxes on the Distributor's income.
- 5.4. The Operator hereby agrees and undertakes to pay any such tax, value added tax or levy or any costs incurred by the Distributor on behalf of the Distributor as the tax agent or in a similar capacity.
- 5.5. The Licence Fee shall be calculated in Euros (EUR). When calculating the Licence Fee for a certain calendar month, the GGR generated in other currencies shall be converted into EUR using the relevant exchange rates agreed upon by Operator and Distributor.
- 5.6. The Operator shall maintain, in accordance with general accounting rules, principles and standards, complete and accurate books and records in respect of its use of the Sublicence.
- 5.7. The Operator acknowledges and agrees that it is responsible for payment of winnings to the End Users and for other payments which the End Users are entitled to receive.
- 5.8. For the purpose of the Licence Fee, the Operator's GGR is calculated separately for each operated website and for each Provider (and their Licensed Games). If the

monthly GGR, generated by a certain website on the Licensed Games of a specific Provider, is negative, the Distributor is entitled to zero out such negative GGR for the purpose of calculating the Licence Fee.

- 5.9. If a bug or malfunction of the Licensed Software leads to a bet and/or win being voided by the Provider, the Distributor shall consider such bet and/or win as voided as well and shall not take the voided bet and/or win into account for the purpose of calculation of the Operator's GGR and of the Licence Fee. The course of Distributor's action described in this paragraph will be based on how the affected bets/wins are treated by the Provider but will be determined by the Distributor at its own discretion and may be changed from time to time. It is the Operator's responsibility to secure in its contracts with End Users (via terms & conditions or otherwise) its right to refuse paying out a win that occurred due to malfunction of the Licensed Software and that is voided by the Provider for that reason.
- 5.10. The Parties agreed that any payment due from the Operator to the Distributor may, upon Operator's sole discretion, be made on behalf of the Operator by the Payment Agent. The Distributor agrees to accept such payments, if any, as proper fulfilment of Operator's respective payment obligations. When necessary, upon Operator's prior request, the Distributor will issue any respective invoice in the name of the Payment Agent to enable it to process respective payment. Relations between the Operator and the Payment Agent, including in terms of further settlements, are to be governed by a separate direct agreement between them.

VI. TECHNICAL SUPPORT

- 6.1 The Distributor shall provide the Operator with an API access to the Licensed Games and also shall provide an assistance during the whole integration process of the Licensed Software.
- 6.2 During the integration process the Distributor shall determine an authorized employee, who will provide assistance. To avoid any misunderstandings Distributor explicitly states that this contact is for purpose of assistance during the integration process only.
- 6.3 After the Commercial Launch Date, the Operator may seek support from the Distributor.
- 6.4 The Operator shall inform the Distributor in advance of any promotional campaigns (or other similar activities) which could significantly raise the End User traffic in the Licensed Games (daily number of transactions etc.).

VII. UPDATES AND UPGRADES

- 7.1. During the term of this Agreement, the Provider may provide updates and upgrades to the Licensed Games at no additional cost.
- 7.2. Updates and upgrades to the Licensed Software shall be considered an integral part of the Licensed Games for the purposes of this Agreement.

VIII. WARRANTIES AND REPRESENTATIONS

- 8.1. The Operator warrants and represents as follows:
- 8.1.1. That it has obtained all relevant Gambling Licences in relation to the Licensed Games in the appropriate jurisdiction and will keep them current and valid for the entire duration of this Agreement and that it will use the Licensed Games

only in accordance with all applicable laws and regulations which apply to its activities.

- 8.1.2. That it is duly authorised to execute and deliver this Agreement and to assume and perform its obligations hereunder and to carry out the transactions contemplated hereby and that this Agreement will not conflict with any agreement, (including without limitation, any restrictive employment agreement, covenant or understanding) by which it is bound.
- 8.1.3. That it will not discuss commercial terms with and/or approach for commercial or any other purposes any of the Distributor's contractual partners that are sublicensing the Licensed Games from the Distributor during the period of this Agreement and that it shall not seek to directly or indirectly (via a different Third Party distributor) license the Licensed Games, from any of the Distributor's Providers(s) during the validity of this Agreement and thereafter for a period of twelve (12) months. This clause constitutes an ongoing, continuous, perpetual condition of this Agreement and shall endure beyond the expiration or termination of this Agreement (howsoever caused).
- 8.1.4. That it will not provide access to the Licensed Games by any End Users which have not entered into agreements with the Operator (including by means of the Operator's standard terms and conditions) that extend the conditions of this Agreement concerning, among others, intellectual property and the prohibition of interference with the Licensed Software to such End Users. Nor will the Operator allow access of End Users under the legal age established for the Licensed Games or End Users from prohibited territories. A specific list of prohibited territories is provided in Annex to this Agreement.
- 8.1.5. That it will not, at any time during or after the term of this Agreement, disclose to any Third-Party particulars of any intellectual property rights of the Distributor and any Provider or infringe any of the intellectual property rights of the Distributor or any of Providers.
- 8.1.6. That during the effectiveness of this Agreement and also for a period of 1 year after its termination for any reason, the Operator (or an affiliated entity belonging into the same group of companies or trading under the same brand as the Operator) will not, without the Distributor's prior written consent, either directly or indirectly, hire, employ, solicit, or contact for these aforementioned purposes any employee or other representative working for the Distributor (or for an affiliated entity trading under the same brand as the Distributor), or encourage such person to leave employment or other service for the Distributor or its said affiliated entity. In case of a breach of this non-solicitation clause, the Operator shall pay to the Distributor compensation amounting to 12 times the given employee's gross monthly salary earned by the employee prior to the Operator's breach of this clause.
- 8.2. The Distributor warrants and represents as follows:
 - 8.2.1. That it holds all the required governmental or other licences in order to validly distribute the Licensed Software.
 - 8.2.2. That it is duly authorised to execute and deliver this Agreement and to assume and perform its obligations hereunder and to carry out the transactions contemplated hereby and that this Agreement will not conflict with any agreement, (including without limitation, any restrictive employment agreement, covenant or understanding) by which it is bound.

- 8.2.3. It has the full and exclusive right and power to enter into this Agreement, perform its obligations, grant the rights and licenses described herein, and its obligations are not in conflict with any other of its obligations towards Third Parties.
- 8.2.4. The Licensed Games does not and shall not infringe upon or misappropriate any patent, copyright, trademark, trade secret, confidentiality restriction, or other intellectual property right of any Third Party.
- 8.2.5. Licensed Games have been tested and successfully passed for computer viruses, as such a term is understood in the computer industry, using commercially available computer virus scanning software.
- 8.2.6. It is the owner of, or is otherwise licensed to grant the rights granted hereunder to, the Licensed Games.
- 8.2.7. The use by the Operator of the Licensed Games will not violate any Third Party's rights.
- 8.3. The Parties agree and warrant to refrain from any act 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 does or is about to improperly use the intellectual property or any part thereof or infringing upon any proprietary rights of the other Party, it will promptly notify the other Party of all facts known to it with regards to such unlawful use.
- 8.4. The Operator shall provide to the Distributor any required document or information necessary for due diligence process and any information necessary for providing access to the Licensed Games to the Operator. Operator may be refused access to the Licensed Games until the Operator provides the required document or information.
- 8.5. Distributor shall, to the extent reasonably possible and within the scope of its authority, conduct reviews and assessments on the reliability of any Providers with whom it partners. Such reviews may include, among other things, verifying Providers' authority and capacity to provide the relevant games to Distributor and Operator.
- 8.6. Distributor agrees to notify Operator of any material risks identified with respect to Providers through such reviews. Distributor shall not be obligated to disclose to the Operator the particular details and findings of the reviews conducted on Providers.
- 8.7. The Operator is obligated to adhere to the following marketing rules:
- 8.7.1. Any marketing, PR or other materials relating to the Licensed Games or trademarks of the relevant right holders that are published by the Operator must contain only information that is accurate and must not infringe rights of Third Parties.
- 8.7.2. The Operator must not publish any advertising, promotional or marketing materials which: encourage anyone to break the law; target individuals under the legal gambling age; are false or untruthful about the chances of winning or about the expected return to an individual; suggest that gambling is a form of a financial investment; suggest that skill can influence the games which are purely games of chance; exceed the limits of decency.
- 8.7.3. Branding, advertising and promotion of any games that are marked as "Branded" may be based only on materials approved by the Distributor in advance.
- 8.7.4. The Operator must comply with any reasonable marketing rules (which relate to the Operator's use of the Licensed Games) notified to it by the Distributor.

IX. PROHIBITION OF INTERFERENCE WITH THE LICENSED SOFTWARE

- 9.1. The Sublicence granted under this Agreement shall be construed as strictly prohibiting the Operator or its End Users from engaging and or authorising any Third Party to engage on their behalf in any of the following activities:
 - 9.1.1. use, license, distribute, modify or otherwise transfer the Licensed Games in any manner other than as explicitly allowed in this Agreement;
 - 9.1.2. remove any proprietary notices from the Licensed Games;
 - 9.1.3. encumber, transfer or assign the Licensed Games;
 - 9.1.4. alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from Licensed Games or create copyrightable or copyrighted material of the Licensed Games; or
 - 9.1.5. create derivative works based on the whole or on any part of the Licensed Games.

X. TERM AND TERMINATION

- 10.1. This Agreement shall come into effect on the Effective Date.
- 10.2. Unless earlier terminated as provided in this Agreement, this Agreement shall remain effective during one (1) year following the Effective Date. If, however, neither Party expressly communicates its intention to terminate the Agreement not less than one (1) month prior the expiry of then current term of the Agreement, this Agreement shall be deemed automatically renewed for one (1) additional year each time.
- 10.3. The Distributor shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by a written notice to the Operator. The notice period of termination of this Agreement is one (1) month and begins on the next day after the notice was delivered.
- 10.4. The Operator shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by a written notice to the Distributor. The notice period of termination this Agreement is one (1) month and begins on the next day after the notice was delivered.
- 10.5. The Distributor shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by a written notice to the Operator if the Operator:
 - 10.5.1. is in material breach of any of its obligations under this Agreement and either that breach is incapable of being cured or remains uncured for thirty (30) days after receiving a written notice of the breach; or
 - 10.5.2. becomes insolvent or is otherwise unable to pay debts in the ordinary course of business; or
 - 10.5.3. is in delay with payment of any amount payable under this Agreement in accordance with the Distributor's invoice for more than 10 days after receiving the Distributor's notice about such delay; or
 - 10.5.4. is dissolved or otherwise ceases to engage in its normal business operations and is unable to fulfil its obligations under this Agreement as a result; or
 - 10.5.5. infringes article VIII or IX of this Agreement.
- 10.6. Without prejudice to any other rights and remedies available to it under this Agreement, Operator may at any time immediately terminate this Agreement by written notice to Distributor if:

- 10.6.1. Distributor commits a material breach of this Agreement which is not capable of remedy, or if capable of remedy, is not remedied to Operator's reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy and describing the breach in reasonable detail;
- 10.6.2. Distributor becomes insolvent or is dissolved or otherwise ceases to engage in its normal business operations and is unable to fulfil its obligations under this Agreement as a result; or
- 10.6.3. Operator becomes entitled to terminate for a material breach, any other agreement it has with Distributor; or
- 10.6.4. Operator is required to do so under laws and regulations in force and applicable to a Party in respect of its rights and obligations under this Agreement.
- 10.7. This Agreement may be terminated by one Party (the "Aggrieved Party") forthwith by written notice to the other Party where 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.
- 10.8. The Operator takes into account that the Distributor might be for various reasons (termination of agreement between the Provider and the Distributor, the Provider withdraws its consent with the supply etc.) legally forced by the Provider to stop supplying its Licensed Games or its part to the Operator. Should such case arise, the Distributor must notify the Operator without delay and the Operator agrees that this Agreement will be terminated as a result insofar as the given Provider's Licensed Games is concerned.
- 10.9. Termination of this Agreement for any or no reason shall be without prejudice to any rights that have accrued to the benefit of either Party prior to such termination. More specifically, any fees which are payable, in accordance with this Agreement, for the period before or after such termination shall remain to be payable and any fees that were paid in accordance with this Agreement before such termination shall not be reimbursed.
- 10.10. Any obligations in this Agreement which, by their nature, are meant to last beyond the term of this Agreement (including but not limited to confidentiality, intellectual property rights etc.) shall survive the termination of this Agreement for any reason. Termination is not an exclusive remedy and all other remedies shall be available to the Distributor whether or not the Agreement is terminated.

XI. INDEMNIFICATION

- 11.1. The Operator shall hold the Distributor harmless and indemnify the Distributor at the Operator'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 Distributor in connection with any matter relating to the illegal use of the Licensed Games by the Operator or its successors, assigns, parents, subsidiaries, affiliates officers, employees, agents, representatives and End Users.
- 11.2. Distributor indemnifies (and will keep indemnified) on demand, defends and holds harmless Operator from and against any losses which Operator suffers or incurs in relation to a claim brought against Operator by a third party in respect of a breach

by Distributor of Section XII, or any security breach, compromise or theft of data held by Distributor on Operator's behalf.

11.3. Subject to the terms and conditions of this clause, Distributor agrees to defend and/or handle, at its own expense, any claim or action against Operator based upon a claim that the Licensed Games violates or infringes any patent, trademark or copyright.

i) Distributor shall indemnify and hold harmless the Operator from and against any and all damages, liabilities, reasonable out-of-pocket losses and any other reasonable out-of-pocket costs and expenses (including, but not limited to reasonable attorneys' fees) and necessarily incurred as a direct result of any such claim or action.

ii) Distributor shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise.

iii) As a condition to the indemnification obligations of Distributor hereunder: I) Operator shall provide Distributor with written notification, within forty-eight (48) hours of receipt thereof, of any such claim or action and copies of all materials and papers served upon it; and II) Operator shall cooperate with Distributor (subject to Distributor paying the reasonable expenses thereof), in the defense of any such claim or action, including (without limitation) making available to Distributor and its counsel relevant accountings, testimony, and/or any other relevant information about the use or exploitation by Operator of such Licensed Games relating to such claim or action.

iv) If any element or component of the Licensed Games becomes, or in Distributor's opinion is likely to become, the subject of any such infringement claim or action, then Distributor may either: I) procure for Operator the right to continue using same as contemplated hereunder; II) modify same to render same non-infringing; III) replace same with equally suitable, functionally equivalent, compatible, non-infringing products, materials and/or services. If none of the foregoing are reasonably commercially available, terminate the license and right to use the Licensed Games and/or other materials and services involved.

11.3. Clause 11.2 a) sets forth the entire obligation of Distributor with respect to infringement of intellectual property of the Licensed Games. Except for a claim of intellectual property infringement as contemplated in clause 11.2 a), Distributor shall indemnify and hold harmless Operator from and against any and all damages, liabilities, reasonable out-of-pocket losses and any other reasonable out-of-pocket costs and expenses (including, but not limited to reasonable attorneys' fees) from claim or action against Operator based upon any breach by Distributor of this Agreement.

i) Distributor shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise.

ii) As a condition to the indemnification obligations of Distributor hereunder: I) Operator shall provide Distributor with written notification, within forty-eight (48) hours of receipt thereof, of any such claim or action and copies of all materials and papers served upon it; and II) Operator shall reasonably cooperate with Distributor, at Distributor's sole expense, in the defense of any such claim or action.

XII. CONFIDENTIALITY AND NON – DISCLOSURE

12.1. Each Party is obliged not to disclose any information that would damage the good name of the other Party.

- 12.2. Each Party may come into contact with confidential information of the other Party or information intended for internal use by the other Party or other information constituting a trade secret of either Party in connection with this Agreement, the disclosure of which to any Third Party would be contrary to the interests of either Party. Both the Parties agree to maintain confidentiality of all such information and any other information obtained in connection with activities under this Agreement, including information that will detect any information relating to, inter alia, customers, know-how and working methods of either Party.
- 12.3. Each Party is obliged to maintain confidentiality of all facts that are contained in this Agreement or directly related to it or related to the other Party's business affairs of which it may become aware, unless such information has been disclosed to the public without breach of this Agreement.
- 12.4. A Party is not bound by these confidentiality obligations if the other Party agrees via a prior written consent to disclose such information, if such information is available to the public, if the Provider contractually requires the Distributor to disclose the information to the Provider, if public authorities require such information in the exercise of their powers or in other cases stipulated by law. If a public authority requires such information, the relevant Party is obliged to immediately notify the other Party before it provides such information so it may make a qualified objection against such procedure of the public authority if it so desires.
- 12.5. Each Party shall make maximum effort to protect confidential information from being leaked or lost due to an infringement of confidentiality, theft or infringement of confidentiality of Third Parties.
- 12.6. Each Party shall promptly report to the other any actual or suspected violation of the terms of this Agreement and shall take all reasonable steps to prevent, control or remedy such violations.

XIII. LIMITATION OF LIABILITY

- 13.1. A Party hereto shall be liable to the other Party for any damages resulting from its breach of this Agreement, including, but not limited to, for breach of its obligations, representations and warranties hereunder. The right to a penalty does not preclude the right to damages.
- 13.2. In no event will either Party hereto be liable for any incidental, indirect, special or consequential damages, or any damages whatsoever resulting from distribution of the Licensed Software.
- 13.3. The Distributor shall not be liable for any improper or illegal use of the Licensed Software by the Operator including, without limitation, its successors, assigns, affiliates, licensees, officers, employees, agents, representatives or End Users. Specifically, in no event is the Distributor responsible for the Operator's obligations to any Third Parties. For the avoidance of doubts, under the "improper or illegal use of the Licensed Software by the Operator" neither Party shall understand breach of representations and/or warranties of the Distributor as per Clause 8.2.
- 13.4. Since the Licensed Software consists of products developed and maintained by Third Parties (Providers), the Distributor does not and cannot guarantee that the Licensed Software will be free of bugs or technical malfunctions or that its operation will be uninterrupted. The Distributor shall not be liable for any damage - either direct, indirect, incidental, consequential, special or other (including loss of profits and loss of business opportunities) - caused to the Operator due to such technical fault of the Licensed Software.

XIV. MISCELLANEOUS

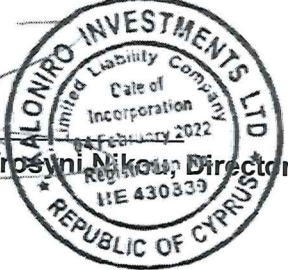
- 14.1. All notices shall be in writing and given by personal delivery, certified mail, return receipt requested, by commercial overnight courier, by facsimile or by email, to the authorised representative at the recipient's address. Notice shall be deemed given on (a) the date of personal delivery, (b) the third business day after mailing, or (c) the next business day after delivery via email, facsimile, or via an overnight courier (unless the return receipt of the courier's record evidences a later delivery).
- 14.2. 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.
- 14.3. In case that any provision of this Agreement becomes invalid or ineffective or if for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, the other provisions of the Agreement are not affected and are still valid and effective. Such provisions 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.
- 14.4. **Governing Law and Dispute Resolution.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) (the "**Dispute**") shall be governed by and construed in accordance with English law, without regard to conflict of law principles.
 - 14.4.1. Any Dispute shall be referred to, and finally resolved by, arbitration under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Rules**") which are deemed to be incorporated by reference into this clause 14.4. Capitalized terms used in this clause 14.4, but not otherwise defined in this Agreement shall have the meaning given in the Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Stockholm, Sweden. The arbitration shall be held, and the award rendered in English.
 - 14.4.2. This agreement to arbitrate shall be binding upon the Parties, their successors and assigns.
 - 14.4.3. The law of this arbitration agreement, including its validity and scope, shall be the law of England and Wales.
 - 14.4.4. No Party may seek from another Party, nor be required to give, general discovery of documents, nor shall the tribunal have the authority to order the same. A Party may only seek from another Party, and be required to produce, specific identified documents that are relevant to the Dispute.
- 14.5. The headings 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.
- 14.6. This Agreement shall inure to the benefit and be binding upon the Parties, their legal representatives, and successors and permitted assignees.
- 14.7. Both the 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.

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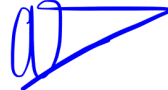
- 14.8. Amendments may be made to this Agreement at any time with the consent of both the Parties. Any amendments made to this Agreement shall have no force or effect whatsoever unless made in writing and signed by each of the Parties hereto.
- 14.9. Terms of computer or software terminology which are 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.
- 14.10. This Agreement with its all Annexes supersedes all prior and contemporaneous understandings or agreements of the Parties on the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto duly executed this Agreement as an agreement and delivered its signed copies to each other.

On behalf of the **Distributor**



SIGNED BY Efrosini Nikou, Director

On behalf of the **Operator**


11/8/2024
**SIGNED BY eMagnus Curacao B.V.,
Director**

On behalf of the **Payment Agent**


**SIGNED BY Neofytos Charalampous,
Director**