

LICENSE AGREEMENT

This License Agreement is made of 30th of January 2026 (the – **Effective Date**)

Between:

BET LIVE STUDIOS S.R.L. (hereinafter referred to as the – **Licensor**), with company registration number: J40/25130/2022, whose registered office is 26 Timisoara Blvd, 6th District, Bucharest, postcode 061331, within the Plaza Romania Offices Building, Romania, of the first part;

and

Final Enterprises N.V., (hereinafter referred to as – **Licensee**), a company incorporated in Curacao, with company registered number: 137397 whose registered office is at Kaya Richard J. Beaujon z/n, Curaçao, of the second part;

WHEREAS The Licensor supplies Software (Games) for an online casino (as defined below) that enables Users to play various Online Casino Games broadcast via stream technology; and

WHEREAS The Licensor is the sole and exclusive owner and/or licensee of all legal rights, intellectual property rights, design, graphics, and technology of the Software; and

WHEREAS the Licensee desires to obtain, and Licensor is willing to grant the Licensee a license to use the Software in accordance with this Agreement and for the purpose of operating a Casino Website (as defined below) by the Licensee.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires or expressly provides, the following words shall have the following meanings respectively:

Agreement means this License Agreement and any supplement, amendment or variation made in accordance with the provisions of this agreement.

Licensed Software Software for Online Casinos, enabling Users to play Casino Games via broadcasting streaming technology (including all updates which will be made available by Licensor) and Documentation.

Casino Games (Games) live dealer games, slots, and RNG-based games for the online casino purpose, part of Licensed Software, for which the Licensor provides access to the Licensee under this Agreement (hereinafter – **Casino Games**).

User A human visitor who uses the Casino Website and opens an account at the Website.

Permitted Users (End User, Player) means Users who are allowed to play the Games offered under the Licensee Casino Website pursuant to the applicable laws of their place of jurisdiction.

Documentation means all documents, information, manuals, directions, explanations, or material concerning Licensor and/or the Licensed Software, produced by or for Licensor for the use of the Licensed Software in any form whatsoever.



Intellectual Property Rights	means (i) all Patent Rights; (ii) all trade secret rights arising under the laws of any jurisdiction; and (iii) all copyrights rights and all other literary property and author rights, whether or not copyrightable, and all copyrights and copyrighted interests, including any renewal thereof but will not include any rights in any trademarks, trade names, service marks, logos and the goodwill associated therewith.
Gross Gaming Revenue (GGR)	means such aggregate sum as may be calculated in any calendar month in respect of all Casino Games, as follows: the aggregate of Bets less Winnings, where: Bets means all aggregate sums wagered by End Users on the Casino Games in that month; and Winnings means all winnings by End Users participating in any of the Casino Games during that month.
Net Gaming Revenue" (NGR)	for all Games of the Licensor it shall be an amount equal to the total nominal or face value of the wagers placed by End Users on the Games during a calendar month less the total winnings less bonuses paid to End Users less applicable taxes on gaming revenue, if applicable. Bonuses means all bonuses or other rewards received by End Users participating in any of the Live Games during that month; and Taxes means tax deduction paid on gaming revenue during that month, if applicable.
Parties	means Licensor and Licensee (and, if applicable, their respective successors and assignees) and "Party" means either of the Parties.
Tips for the Dealers	means an additional feature of the Games that enables End users/Players to make voluntary payments (tips) to certain dealers as a gratuity for the services provided, separately from the bets made by users. The amount of these payments (tips) is at the discretion of the End Users.
Territory	means worldwide territory with restrictions specified in this Agreement (referred to clause 8.4.).

- 1.2** Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.
- 1.3** Unless otherwise stated, a reference to a Recital, Clause or Sub-clause or a Schedule is a reference to a recital, clause, sub-clause or schedule respectively in this Agreement. All Schedules hereto annexed to this Agreement shall form part and parcel of this Agreement as if the provisions in the Schedules are provisions of this Agreement.

2. License

2.1 Grant

- 2.1.1** Effective upon the Effective Date and subject to Licensee's compliance with the terms and conditions of this Agreement, during the Term and on Territory (as defined below), Licensor hereby grants to Licensee a non-exclusive, non-transferable right and license (this License) to use, subject to and following the provisions of this Agreement, the Casino Games (including all updates, modifications, corrections, enhancements or replacements thereto that are generally made available by Licensor).
- 2.1.2** The License is limited for the purpose of the operation of Licensee's Internet gaming web site and business of providing live Casino Games for its Users through such web site and for the sole benefit of Licensee. Licensee shall only use the Licensed Software in connection with the online casino(s) website located at the URL(s) listed on **Schedule 2** attached hereto (collectively, the "**Casinos Website**").

2.2 Content of License

- 2.2.1** Subject to the terms and conditions of this Agreement, the License will consist of the live broadcast stream of Casino Games, which will be further agreed by the Parties during the integration stage.
- 2.2.2** Additional features which are not included in the Licensed Software or in any updates are not included in the License and shall be priced separately. If the Licensee desires to receive them from Licensor, the Parties shall negotiate in good faith for the fees for the additional features, application, models or services.

3. Ownership

- 3.1** All title and copyrights in and to the Licensed Software and the Documentation, including but not limited to copyrights, application, models, design, graphics, broadcast content, images, photographs, animations, video, audio, music, text, “applets,” and “plug-ins”, technology, trade secrets, trademarks, patents and other Intellectual Property Rights derives thereof are owned or licensed by Licensor. No title to the Intellectual Property of the Software or in any media provided therewith is transferred to the Licensee by this Agreement.
- 3.2** Licensee shall have no right to copy, in whole or in part, the Licensed Software and shall not modify, adapt, translate, reverse engineer, decompile, disassemble, sublicense, re-distribute, re-sell or create derivative works based on the Licensed Software and all rights not expressly granted under this Agreement are expressly reserved by Licensor.
- 3.3** Licensee shall not remove any copyright notice, or other proprietary or restrictive notice or legend contained or included in any material provided by Licensor.
- 3.4** Licensee acknowledges and agrees that any suggestions or contributions made by Licensee that are incorporated into subsequent versions of the Licensed Software and/or the Documentation shall be the sole and exclusive property of Licensor.
- 3.5** Licensee acknowledges and agrees that Licensor shall at all times retain its rights in the Licensed Software and all subsequent copies and modifications of the Licensed Software.
- 3.6** Licensee acknowledges that Licensor reserves the right, at any time and without notice, to monitor compliance with the terms of this License and to otherwise protect its rights in and to the Licensed Software by incorporating license management technology into the Licensed Software and monitoring usage, including, without limitation, time, date, access or other controls, counters, serial numbers and/or other security devices. In addition, Licensor reserves the right, with reasonable notice, to audit or have audited Licensee’s use of the Licensed Software to verify compliance with the terms of this License.
- 3.7 Trademarks** - Neither party may use the other’s name or trademark(s) in a way likely to cause confusion as to the origin of goods or services, or to endorse or show affiliation with the other, except as specifically approved.
- 3.8** LICENSEE acknowledges that it will not, at any time, be permitted to have any access to the server that host the Games and the associated software and databases, wherever they may be. However, the Licensee will have the following access:
- a) Secret Key with Access to ICONIC21 API for Integration Process;
 - b) Limited access to Atlassian Service Desk for viewing/creation the tickets;
 - c) Limited access to Apache Superset for viewing the statistics data.

4. Licensee’s Warrants & Obligation

- 4.1** The Licensee represents, warrants and undertakes to Licensor that:
- 4.1.1** It is duly organized and validly exists under the laws of the jurisdiction of its organization or incorporation;
 - 4.1.2** It has the full power and right to enter into this Agreement and to carry out the terms and conditions contained herein;

- 4.1.3** Its use of the Licensed Software shall be in accordance with the terms hereof;
 - 4.1.4** The Licensee undertakes to comply with all applicable laws, rules, and regulations of government bodies, foreign or domestic and shall be solely responsible to hold and to maintain all licenses and permissions required for the operation of the Licensed Software and the Casinos Website according to any applicable laws or regulations as long as this Agreement is in effect;
 - 4.1.5** The Licensee declares that he holds an applicable gambling license for the activity and the operation of the Licensed Software and the Casinos Website, and as long as this Agreement is in effect the Licensee shall continue to hold and maintain such license and any other license as shall be required for the operation of the Licensed Software and the Casinos Website.
 - 4.1.6** Licensee further represents, warrants and undertakes that the Casino Website and any use of the Licensed Software is and shall be available only to Permitted Users, and that Licensee will take all active measures that are required in order to prevent end users which are not Permitted Users from using and/or utilizing the Casino Website and the Software. Without derogating from the above mentioned, Licensee shall not accept any wagers or any betting from Users located in region where online gambling is prohibited by law. The Licensor may block, according to its sole discretion, the IP (Internet Protocol) addresses of users from those regions.
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- 4.2** Licensee further shall be responsible for all costs, fees and taxes relating to his activities or any Users usage of the Licensed Software/Casino Games or the Casinos Website including, but not limited to, marketing, payments processing, customer support etc.
 - 4.3** Licensee shall not permit anyone other than authorized personnel to use the Licensed Software/Casino Games.
 - 4.4** No use that exceeds the License may be made of the Licensed Software other than as provided herein. It is understood that the purpose of License is to operate a gaming Website by the Licensee. Accordingly, Licensee may not utilize the Licensed Software for other purposes. Furthermore, under no circumstances may Licensee remove, obscure or modify the Licensed Software or any part of them or any texts, links, codes, designs or any other part of them;
 - 4.5** The Licensee shall operate, market and promote the Casino Website only under its own name or brand.
 - 4.6** Licensee shall prevent any use of the Software in a manner which is not permitted under this Agreement and shall notify Licensor of any such use of which it learns or is notified.
 - 4.7** Licensee undertakes to adopt, maintain, and prominently display on each Casino Website, the terms and conditions of the Website.
 - 4.8** The Licensee hereby releases Licensor from any and all responsibilities for the accuracy or reliability or correctness of the information presented to Users through the Casino Website or the Licensed Software or through the live Broadcast of the Casino Games, or for any losses caused to the Licensee and/or any User as a result of making any use of the Casino Website or the Licensed Software. The Licensee further acknowledges that it is aware that the information presented to Users through the Live Broadcast may be incompatible with the Licensed Software logs and in such event, the Licensor reserves the right to inspect such event and if required to manually readapt such logs.
 - 4.9** The Licensee undertakes that it shall indemnify Licensor, its officers, directors, employees, representatives and agents with respect to any suit, claim or proceeding brought against them by (i) Users, concerning their use of the Licensed Software or the Casino Website (ii) any third parties that the Licensee engaged in order to be able to perform his activities;
 - 4.10** The Licensee is solely responsible for the provision of services to end users/players on its own behalf, including for the provision of such services in territories where the software and services received under this agreement from the Licensor are prohibited and/or have restrictions.

5. Services



- 5.1 Subject to the Licensee's timely payment of all the License Fees under this Agreement and subject to the terms and conditions of this Agreement, Licensors shall provide the Licensee with support and maintenance services, live broadcast of the Casino Games, hosting services (through Licensors' servers) and Live Casino Gaming Management Services all accordingly with the terms set forth on this Agreement, schedules, amendments (collectively, the "Services").
- 5.2 The Licensee acknowledges and agrees that the Services may be modified, suspended or withdrawn by Licensors at its sole discretion. Licensors shall use commercially reasonable efforts to notify the Licensee prior to any modification or suspension of the Services.
- 5.3 Notwithstanding anything to the contrary herein, Licensors shall be entitled to modify, suspend or withdraw the Services at any time to the extent that Licensors determines that such modification or suspension is necessary to avoid material errors from occurring. The Licensee shall be informed as soon as possible of such modification or suspension.
- 5.4 Furthermore, the Licensee acknowledges and agrees that upon the occurrence of a potential breach of this Agreement or a potential event of default with respect to User, Licensors may suspend all or part of the Services, License and Support immediately upon notice, including suspension of any User's account.
- 5.5 The Licensors may suspend the Services at its sole discretion if the Licensed Software are: (i) modified or altered in any way (other than by Licensors or with the specific prior written consent of Licensors); (ii) not updated with the corrections, patches, fixes, updates, improvements, enhancements or new releases which Licensors made available to Licensee; (iii) damaged due to causes outside the control of Licensors including, without limitation, misuse, improper operation, abuse, neglect or the introduction of computer viruses, malicious or unauthorized programming code; and/or (iv) are used in any manner for or in support of, directly or indirectly, any person other than Licensee in connection with the Casinos Website as specifically permitted by this Agreement (v) upon termination of the License and/or the Agreement.
- 5.6 The parties agree to the terms of Service Level Agreement Schedule 3.

6. License Fees

- 6.1 In consideration of the rights granted herein and the Services to be provided under this Agreement, Licensee agrees to pay Licensors the Fees as described on the Schedule 1.
- 6.2 Licensors shall invoice Licensee the Fees on or before the tenth (10th) of the calendar month for the preceding month. Licensee shall pay the Fees by no later than the fifteenth (15th) day of the calendar month in which Licensee receives an invoice from Licensors. The Parties agree that the exact timing for the End Users' transactions to be accounted for the following invoice data of the reporting month is set as UTC 23:59:59 of the last calendar day of the reporting month (month indicated as month of service provision in the appropriate invoice settled by the Licensors).
- 6.3 The Parties have agreed that the payments under this Agreement will be made to the bank requisites of the Licensors that will be indicated in each separate invoice issued to the Licensee.
- 6.4 Should Licensee fail to make any payment in full on the due date under this Agreement, then, without limiting any of Licensors' other rights and remedies in such event, the amount due shall carry interest at the default rate of the lesser of (i) 3% per annum above the Secured Overnight Financing Rate (SOFR) from time to time, or (ii) the highest rate permitted by Applicable Law, accruing on a daily basis from the due date until the date of actual full and complete payment, whether before or after judgment, and compounded monthly. In case of delay in payment of license Fees (delay of more than 10 banking days in payment of license Fee for one month of granting the License), the Licensors has the right to suspend the granting of the License under this agreement without additional notifications or warnings until the Licensee fulfills its obligations to pay all overdue license fees.
- 6.5 The Fees due to Licensors exclude all taxes (including Value Added Tax or any withholding tax, where applicable), charges, duties, fees, excesses and/or tariffs (the "Taxes") and the Taxes shall be paid by Licensee to the extent they may apply. The Fees represent the benefit to be received by Licensors net of any Taxes. For

the purpose of this Clause, if required, Licensee will gross up the Fees, where applicable, to ensure that Licensors receives its Fees net of any taxes.

- 6.6** All Fees are invoiced in Euros. If the Licensee pays in a currency other than that specified in this clause, then the parties agreed on the following conversion conditions to convert the payment currency into Euro. The following website is to be used: <https://www.oanda.com/fx-for-business/historical-rates> (OANDA exchange rates, Mid price, monthly frequency). The exact exchange rate is to be taken as the average monthly rate of the reporting month (month indicated as month of service provision in the appropriate invoice settled by the Licensors). Under any circumstances the Licensee is instructed to have a preliminary acceptance of the Licensors of the possibility to accept the payment nominated in currency other than EUR.
- 6.7** If the overall GGR (NGR) generated by Casino Games in some specific month is a negative number, the License Fee attributed to such a forementioned revenue will be zero. The percentage from GGR (NGR) mentioned in SCHEDULE 1 to this Agreement is counted from the overall positive amounts from all provided Casino Games. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to the Licensors.
- 6.8** Discounts for promotional and marketing activities undertaken by the Licensee may be applicable to the Fees provided:
- 6.9.1. That terms are agreed between the Parties in advance of such activities being executed by the Licensee separately in writing between the Parties;
- 6.9.2. Agreed conditions are met, including the provision of proof of expenses where necessary by the Licensee to the Licensors.
- 6.9** Each of the parties is solely responsible for the payment of taxes and/or mandatory fees that must be paid by such a party. Each party, when invoicing, indicates the cost, taking into account all necessary taxes.
- 6.10** The Parties acknowledge that the GGR calculation is based on Open Exchange Rates (UK) Limited (<https://openexchangerates.org/>), with the specific exchange rate being determined at the moment an End User places a wager.
- 6.11** If the remuneration under this Agreement is based on Net Gaming Revenue (NGR), the LICENSEE is obliged to inform the Licensors of any applicable taxes or mandatory deductions that shall be considered in the NGR calculation prior to the launch of operations. In case the LICENSEE fails to notify the Licensors in due time, such taxes or deductions shall not be included in the calculation and will not affect the settlement. Furthermore, should there be any new taxes introduced or changes to the existing tax rates or structures, the LICENSEE must notify the Licensors no later than the 3rd calendar day of the month following the relevant reporting period. If the Licensors does not receive such notification by the specified deadline, the changes will not be applied retroactively and will only be considered from the current period onward.

7. Terms And Termination

- 7.1** This Agreement shall enter into effect upon the Effective Date and shall remain in effect for a period of 1 (one) years or thereafter until terminated by either party in accordance with this Section 7 (the "Term"). If none of the parties declares termination of this agreement a month before its completion, this agreement is automatically renewed for a period of 3 (three) years.
- 7.2** Notwithstanding Section 7.1 to the contrary, either party may terminate the Term and this Agreement (in addition to all other remedies available at law and in equity) upon the occurrence of any of the following: (i) the other party materially breaches this Agreement (which includes the failure by Licensee to pay any fees or charges when due) upon ten (10) days' notice and chance to cure therein, or (ii) the other party makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other party and is not dismissed within forty-five (45) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of the other party.



- 7.3** Notwithstanding Section 7.1 to the contrary, Licensor may immediately terminate the Term, License and this Agreement, without obligation or liability of any kind, (i) if Licensee (or any of its affiliates) received any demand letter, search warrant, other court order or notice from any government agency, regulatory, law enforcement or judicial entity or any order compelling the production of information investigating the legality of any aspect of Licensee's Internet gaming web site, business or operations, and Licensee's or its customer's conduct or activities in connection with the same, and/or (ii) if Licensor determined in good faith that any conduct of Licensee (or its directors, officers, employees, agents, designees, or affiliates) reflects negatively upon Licensor, including (without limitation) any theft, fraud, or misappropriation of trade secrets and other proprietary information (including Users information) (iii) if Licensee violate or infringe Licensor' or any third party's intellectual property rights, including any patent, trademark, or copyright, (iv) any material breach by Licensee of any agreement referenced herein, following ten (10) days' notice thereof and chance to cure therein, and/or (v) Licensee failing to properly account to and pay Users in accordance with published guidelines of Licensor; provided, if no such guidelines are published, then not later than seventy two (72) hours from the time a User requests return of deposit or payment of a net-win, (vi) if Licensee shall operate the Licensed Software and the Casino Website without obtaining all licenses and permissions required by any applicable laws or regulations.
- 7.4** Within five (5) days after the date of termination, Licensee shall deliver to Licensor all copies, including, but not limited to, all archival and backup copies of the Licensed Software, as well as all the Documentation and all other Confidential Information.
- 7.5** Following any termination or cancellation of this Agreement: (i) Licensee's rights to continue to use the Licensed Software and the Casino Website shall immediately cease; and (ii) all of Licensor's obligations hereunder shall cease. So long as Licensee has any copy of the Licensed Software, Licensee shall continue to be bound by all obligations set forth herein.
- 7.6** Sections, 3, 4, 6, 8, 9 and 10 shall survive the expiration and termination of this Agreement for any reason. Provisions of Sections which, by their nature, must remain in effect beyond the termination of this Agreement shall also survive. Payments which accrue or are due before termination of this Agreement shall survive the expiration or termination of this Agreement.

8. Representation and Warranties

- 8.1** Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.
- 8.2** The Licensed Software/Casino Games is provided to the Licensee on an "AS IS" basis and Licensor disclaims all warranties, express or implied, including but not limited to implied warranties, quality, performance, compatibility, merchantability and fitness for a particular purpose and accepts no liability with respect to usage of the Licensed Software/Casino Games.
- 8.3** Licensor is not aware of any infringement with respect to any third-party rights, including patent and Intellectual Property Rights, with regard to the Licensed Software/Casino Games, but makes no warranty in this regard.
- 8.4** Licensee agrees that the Casino Games shall not be available in the following restricted territories (countries, regions): Afghanistan, Algeria, American Samoa, Angola, Australia, Belarus, Brazil, Brunei Darussalam, Bulgaria, Burkina Faso, Cameroon, Cambodia, China, Cook Islands, Côte d'Ivoire, Cuba, Croatia, Cyprus, Democratic Republic of the Congo, Eritrea, Ethiopia, French Polynesia, Haiti, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kenya, Kosovo, Lao People's Democratic Republic, Libya, Macao, Maldives, Mali, Marshall Islands, Mauritania, Monaco, Mozambique, Myanmar, Namibia, Nepal, New Caledonia, Nigeria, North Korea, Northern Mariana Islands, Oman, Pakistan, Poland, Puerto Rico, Romania, Russian Federation, Saint Barthélemy, Singapore, Somalia, South Africa, South Korea, South Sudan, Syria, Taiwan, Tanzania, Tokelau, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Virgin Islands (U.S.), Wallis and Futuna, Yemen, Japan, United States of America, United Kingdom, Ukraine, Ontario province of Canada and at all jurisdictions with weak measures to combat money laundering and terrorist financing (AML/CFT) in accordance with the FATF Public Statements.

The Licensee is solely responsible for complying with all applicable legal regulations while making the Casino Games available to Users, including the requirement to act under appropriate license or special permission, if necessary. Licensor shall not be liable for making the Casino Games available to Users in jurisdictions where the provision of such services is prohibited or if some local registration or certification of the Casino Games is needed. The Licensor, at its sole discretion, has the right to implement technical blocking to comply with these restrictions.

- 8.5** NO WARRANTY SHALL APPLY TO DEFECTS, FAILURES, DAMAGES, OR LOSSES RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE NECESSITATED BY: (I) LICENSEE'S OR THE ULTIMATE USER'S SYSTEM, OTHER EQUIPMENT OR ITS USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN LICENSOR; (III) POWER SHORTAGES, IRREGULARITIES OR FAILURES; (IV) MODIFICATION OF THE LICENSED SOFTWARE BY ANYONE OTHER THAN LICENSOR; (V) ANY SUSPENSION OR DELAY WITH REGARD TO THE LIVE BROADCASTING OF THE GAMES; OR (V) ANY OTHER CAUSE BEYOND LICENSOR'S CONTROL.
- 8.6** THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND LICENSOR DOES NOT MAKE ANY WARRANTY (OR REPRESENTATION), EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE LICENSED SOFTWARE OR PROGRAMS, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.
- 8.7** In no event shall Licensor, its subsidiaries, officers, directors or employees be liable to Licensee or any third party for any loss, lost revenues, lost profits, injury, claim, liability or other damage of any kind, direct or indirect, incidental, special or consequential resulting or arising out of or in connection with the Licensed Software or Services provided under the Agreement and including without limitation as result of any failure or malfunction of any software, hardware, communication, broadcasting, technology or other system. If the Software fails to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor sole obligation shall be to repair the nonconformity.
- 8.8** LICENSOR'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE ACTUAL FEES PAID TO IT BY LICENSEE IN THE 3 MONTHS BEFORE THE ACTION GIVING RISE TO LIABILITY. IN NO EVENT WHATSOEVER SHALL LICENSOR BE LIABLE TO LICENSEE OR TO THIRD PARTIES FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE USE OF THE LICENSED SOFTWARE OR FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVING OR OTHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.
- 8.9** If the Licensee has suffered financial losses and has reason to believe that these losses were the result of fraudulent actions by the Licensor or its employees, the Licensee must send the Licensor an official letter requesting compensation for the losses incurred, providing documentary evidence of the losses incurred, and an explanation of how and why, in the Licensee's opinion, the financial losses arose.
- A request for compensation shall only be considered valid if it is a properly executed official letter from the Licensee, accompanied by documentary evidence confirming the financial losses. Such a request must be received by the Licensor no later than thirty (30) calendar days after the occurrence of the alleged fraudulent action. Should the Licensee fail to submit a valid request within this timeframe, the Licensee's right to demand any compensation for such losses shall be irrevocably waived, and the Licensor shall be under no obligation to review or respond to any subsequent claims related to that specific event.
- In order to fully investigate the allegations and ensure the possibility of compensation for the Licensee's financial losses, the Licensor has the right to contact law enforcement and regulatory authorities to initiate an appropriate investigation.

9. Confidentiality

- 9.1** Licensee understands and agrees that the Confidential Information is a valuable asset of Licensor. Licensee expressly agrees to retain the Confidential Information in strictest confidence and to use it only in conjunction with the Licensed Software pursuant to the terms of this Agreement. Licensee further agrees to keep the Confidential Information confidential and not to disclose the same to any third party. Licensee shall require any of its contractors and each of its employees granted access to the Licensed Software to execute a confidentiality agreement under which such persons and entities agree (i) to limit their use of the Confidential Information, and (ii) not disclose or make any other use of the Confidential Information except for purposes

expressly authorized hereunder. Licensee shall further require such persons and entities to return the Confidential Information and any portion thereof after such person or entity has completed the project for which they were hired.

- 9.2** Licensee's obligations with respect to the Confidential Information shall survive the termination of this Agreement. The provisions of Section 9.1 shall not apply to information which: (i) is already available to the public as of the date of this Agreement; (ii) becomes publicly available through no fault of Licensee (or the fault of its employees or agents); (iii) is already known to Licensee at the time of its receipt thereof, as shown by existing written records; or (iv) is made available to Licensee from a third party who is not under an obligations of non-disclosure with respect to such information.
- 9.3** The Parties hereto will keep the terms of this Agreement confidential and will not now or hereafter divulge these terms to any third party except with the prior written consent of the other Party.

10. Miscellaneous

10.1 Headings

The clause headings are inserted for convenience only and shall not affect the construction or interpretation of the content.

10.2 Waiver

No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same.

10.3 Partial Invalidity

If any of the provisions of this Agreement prove to be legally invalid, this shall not affect the validity of the remaining provisions hereof which shall continue in full force and effect between the Parties hereto.

- 10.4** Nothing within this Agreement shall be construed by any Party as relating to a transfer of, intention or indication to transfer, Intellectual Property Rights and ownership from one Party to the other.

10.5 Entire Agreement

This Agreement supersedes all prior representations and arrangements and understandings between the Parties relating to the subject matter and is intended by the Parties as the complete and exclusive statement of the terms of the Agreement. Any modifications, additions to or waiver of the Agreement shall not be effective unless in writing and signed by duly authorised representatives of the Parties to this Agreement.

10.6 Independent Contractor Status.

Each party shall be and act as an independent contractor and not as partner, joint venture or agent of the other, and nothing herein shall be construed as creating a partnership, joint venture or agency relationship. In performing the obligations contained in this Agreement, Each party shall have exclusive control over the means, methods and details of meeting the respective obligations for which each is responsible hereunder, and at all times shall be acting in their capacity as an independent contractor and not as an employee or agent of the other party.

10.7 Force Majeure.

Neither party will be deemed to be in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of Force Majeure, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months, at which point this Agreement may be terminated in accordance with the terms hereunder.

10.8 Assignment.

The Licensee may not assign or transfer its rights or obligations under this Agreement to any third party without the express written permission of Licensor, which permission will not be unreasonably withheld. Licensor may freely assign its rights and obligations under this Agreement to any third party.

10.9 Notice

All notices required or permitted to be given hereunder will be in writing and will be delivered (i) personally; (ii) by prepaid courier; or (iii) by mail, postage prepaid, to the address shown at the beginning of this Agreement.

10.10 Modification

No modification or amendment to this Agreement will be effective unless assented to in writing by both Parties.

10.11 Governing Law and Dispute Resolution.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, which is not settled during the negotiations of the Parties, shall be finally referred to and settled by the competent courts of Romania. The language to be used in the proceedings shall be English. The governing law of this Agreement shall be the substantive law of Romania.

**Signed by and on behalf of Licensors –
BET LIVE STUDIOS S.R.L.**

DocuSigned by:
Signed: Aleksejs Zaharovs
497FE8C674C842B...

Name: Aleksejs ZAHAROVs

Title: Director

**Signed by and on behalf of Licensee –
Final Enterprises N.V.**

Signed: Gouloud Hammoud

**Name: Gouloud Hammoud
f/obo Global Related Services B.V.**

Title: Corporate Director

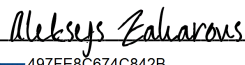
SCHEDULE 1

Commercial agreements of the parties
(Fees, Payment and Deposits)

Fees	Commercials	Comments
Regular Fee	The Regular Fee for Casino Games shall be payable to Licensor on a monthly basis as follows: Revenue Share = 6% (flat) from GGR (EUR)	- shared tables/ casino Games - for .com markets - no setup fee, side bets fees or any other additional fees included) - Products: live casino games, slots, rng based games
Extra features of the Casino Games:		
Tips for the Dealers	This feature is integrated in the Casino Games with live dealer by default and free of charge. Parties agree that the monthly revenue received as Tips shall be calculated separately from the GGR and divided equally between Parties, as 50/50.	Example of the calculation: If the monthly tips revenue is EUR500, each Party shall receive EUR250.

All pricing and other terms stated herein are for Licensor's standard products and services which are available at the **Effective Date**. No additional or specific regulatory or other requirements (including certifications, localizations, functionalities etc.) as may be required from time to time in a specific jurisdiction/territory or as otherwise may be requested by Licensee are included, and should such be required, those shall be subject to Licensor's written consent and charged separately in addition to the License Fees.

Signed by and on behalf of Licensor –
BET LIVE STUDIOS S.R.L.

DocuSigned by:
Signed: 
497FE8C674C842B...
Name: **Aleksejs ZAHAROVS**

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Signed: 
Name: **Gouloud Hammoud**
f/obo Global Related Services B.V.
Title: **Corporate Director**

Licensee Brands & URLs

In accordance with this License Agreement the Licensee is permitted to use the following Licensee Brands and Licensee Brand URLs for the provision of the Licensed Software/Casino Games to End Users:

No	URL	BRAND
1	https://betfinal.com	Betfinal
2	https://cosmowin.com	cosmowin

The Parties at any time pursuant to the signing of this License Agreement may agree together separately in writing to add any additional Licensee Brands or Licensee Brand URL's and agree upon any additional fees.

Licensed Software/Casino Games usability features

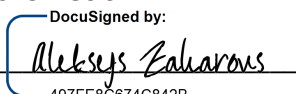
In consideration of the Fees specified in the Schedule 1, Licensor will provide access to or will procure access to the Licensed Software/Casino Games comprised of the following non-exhaustive list of features and functions. The Licensor may at its discretion and with reasonable notice to the Licensee change, add or remove features or functionality of the Product.

Supported Operating Systems, Devices & Browsers

1. Microsoft and Apple desktops, laptops and tablets;
2. iOS and Android mobile devices;

All supported using responsive HTML5 accessed either via web-view components or commonly used web browser software. The supported operating systems, devices, browsers and usage methods may change from time-to-time and any changes to the list of such supported options will be communicated by the Licensor to the Licensee in advance of such changes being implemented.

**Signed by and on behalf of Licensor –
BET LIVE STUDIOS S.R.L.**

Signed: 
Name: **Aleksejs ZAHAROVS**

Title: **Director**

**Signed by and on behalf of Licensee –
Final Enterprises N.V.**

Signed: 
Name: **Gouloud Hammoud**
f/obo Global Related Services B.V.
Corporate Director

Service Level Agreement

Planned Releases & Scheduled Downtime

Release Notice	Frequency	Notes
48 Hours	Monthly	Coordinated to avoid sensitive times and peak traffic.

Uptime Target KPI

Uninterrupted service	99.50%	*Excludes planned releases and scheduled downtime.
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Support Team & Process

Key **Licensor** Contacts

Technical Contact	Mikhail Iashchuk mikhail@iconic-21.com
CCO	Alina Popa Alina.Popa@iconic-21.com

Key **Licensee** Contacts

Product Manager	erico@betfinal.com
Technical Project Manager	georgi@cosmoswin.com

Issue Prioritization Classification

All incoming support requests will be prioritized and classified as follows:

Issue Level	Description	Target KPI's within...
P1	Critical issues which prevent the fundamental operation of the product. All customers are affected. X Players can't transact X Product not loading / not functioning / accessible at all. X Compliance issues that require urgent redress	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 45 minutes
P2	Major issues which will have an impact on revenue or significant impact on customer experience. Individual customers are affected.	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 1 day
P3	Minor issues , any issues commonly termed "bugs" of any other severity than P1 and P2.	Response Time: 15 minutes Verification Time: 30 minutes Resolution plan/action: 7 days
Feature Request	If an issue turn out to be a change request / new feature / new functionality.	N/A
Unable To Reproduce	Issue has gone away or more information is required in order to verify the issue exists.	Increases verification time depending on how fast all required information can be provided

Live Casino Studio Upkeep Time

<u>15 minutes max/per day</u>	The daily break in the studio functioning is necessary for maintenance purposes.
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1-hour max/per week	Weekly break in each studio functioning for maintenance purposes.
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Scheduled Downtime

1. The Licensor will need to perform updates and other activities from time to time to maintain the availability and performance of the Gaming Services. In case if these activities require downtime, then it will be scheduled in advance.
 2. The Licensor will inform the Licensee through email or via such other means as may be agreed between the Parties, at least 7 calendar days prior to any scheduled downtime. In the event that emergency downtime is necessary, the Licensor will use reasonable efforts to provide prior written notice to the Licensee as promptly as possible.
 3. Scheduled Downtime shall not exceed 4 hours per period of 3 months.
 4. Scheduled Maintenance and Scheduled Downtime shall not constitute Downtime and hence shall not reflect on system availability as per the Issue Prioritization Classification
 5. Unscheduled Downtime includes periods of time which are not part of the Scheduled Downtime and one of the following statements is true:
 - I. Majority of the players cannot play games.
 - II. Majority of the games are not available for the gameplay.
 - III. Game is considered unavailable for the gameplay if there are no tables available for gameplay in the corresponding game category (Roulette Games, Blackjack Games and Baccarat Games).
- Unscheduled Downtime shall constitute downtime for the purposes of calculating the Uptime Target KPI stated herein.

Live Casino Studio Scheduled Maintenance

1. The Licensor shall conduct routine maintenance for each table or studio on a daily basis. This regular maintenance will encompass cleaning, selective hardware parts replacement, and necessary equipment adjustments.
2. Notifications for these routine daily maintenance sessions will not be provided to the Licensee.
3. The daily Scheduled Maintenance period for each individual game or studio shall not exceed 30 minutes, ensuring minimal disruption to the Licensee's operations. However, in exceptional circumstances only, such as hardware modifications necessitated for studio requirements, the maintenance period may extend. In such case, we will inform via email or such other means as may be agreed between the Parties, about prolonged maintenance for a game.
4. During these Scheduled Maintenance sessions, other tables will continue to operate seamlessly to minimize any potential impact on the overall gaming experience.

Live Casino Studio Upgrade Time

Possible downtime is required to renovate and upgrade the studio design and functionality. The Licensor will notify Licensee about the planned upgrade in advance. The Live Casino Studio Upgrade Time shall be planned considering the hours of the highest and lowest users' engagement in line with the peak hours of the Platform. Any downtime caused by the renovation and upgrade of the live casino studio shall be considered for the purposes of calculating the guaranteed Uptime Target KPI as set out herein.

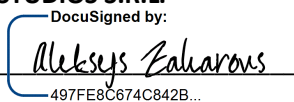
Team Operating Hours & Contact Details

Team Operating Hours	Definitions
Regular Office Hours	09:00 to 17:00, Monday to Friday. (Central European Time)
Out-of-Office Hours	Any of the following: - Any time not covered by "Regular Office Hours" above. - Bank holidays, national holidays.
Customer Support Team Operating Hours	24h/7d, including bank holidays. Constant access to customer support specialists in case of critical and/or

	major issues.
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Channel	Usage	Availability	Contact
Email	P1,P2,P3	Regular Office Hours	tech.support@iconic-21.com, mikhail@iconic-21.com
Mobile Phone	P1,P2	- Regular Office Hours - Out Of Office Hours	+380987124220

**Signed by and on behalf of Licensors –
BET LIVE STUDIOS S.R.L.**

Signed: 497FE8C674C842B...

Name: **Aleksejs ZAHAROVs**

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