

Software License Agreement

This Software License Agreement enters into force on June 10, 2026 between:

ELEVEX GROUP LTD, a legal entity registered on the Autonomous Island of Anjouan, Union of Comoros under company number 15795, with its registered address at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros, represented by Director Razvan-Florin Teodorescu (hereinafter the "Company", "Phoenix365") and

Final Enterprises N.V., a company registered under the laws of Curaçao under number 137397, with the registered address at Kaya Richard J. Beaujon Z/N, Willemstad, Curaçao (hereinafter the "Licensee", "Client"),

the Licensor and the Licensee are hereinafter jointly referred to as the "Parties" and each individually as the "Party".

1. Definitions

The Parties have agreed upon the interpretation of the following definitions herein:

- 1.1. **Control** shall mean direct or indirect ownership of over fifty percent (50%) of the participation interest/voting shares or obtainment of controlling influence over the company's activity in any other way.
- 1.2. **End User** shall mean a natural person using the Software on the Client's Websites on any devices to make real-time bets on various markets of sports and other events.
- 1.3. **Restricted Areas** shall mean the areas defined in Annex C.
- 1.4. **Software (hereinafter also the "Sportsbook")** shall mean the proprietary software (including all current releases and updates) owned by the Licensor, called "Phoenix365-Sportsbook" and provided to the Client by the Licensor for use in accordance with the terms and conditions of this hereof, including, without limitation, all ancillary and supporting materials.
- 1.5. **Trademarks** shall mean the Licensor's trademarks, both registered and used by the Licensor, including, but not limited to, names, logos, slogans and images.
- 1.6. **Client's Websites** shall mean websites owned by the Client and where it is permitted to use the Software.
- 1.7. **Intellectual Property Rights** shall mean all intellectual property rights owned by the Licensor in relation to the Software, any of its components or derivative instruments, regardless of whether the software is owned by the Licensor by right at contracting, in the future, and including, but not limited to, copyrights, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, commercial secrets, inventions, generic structures, database rights and any applications for the protection or registration of such rights, as well as all renewals, wherever originating, the Licensor may own or be entitled to.
- 1.8. **Gross Gaming Revenue or GGR** shall mean an amount equal to bets accepted less winnings, less voided and/or canceled bets.
- 1.9. **Launch** shall mean the first day of public availability of the Software on the Client's Website.

2. License rights and Conditions

- 2.1. Phoenix365 grants to the Client a non-exclusive, non-transferable personal license to use the Software (hereinafter the **"License"**), integrated via IFrame on the Clients Websites on the terms and conditions defined herein.
- 2.2. The License to use the Software entitles the Client to authorise End Users to use the Software on the Client's Websites for the sole purpose of: placing bets in real time on various markets of sports and other events. The use of the Software is permitted only on the Client's Websites approved by the Licensor in Annex B hereto, or under an additional written agreement with the Licensor.
- 2.3. Except as provided for herein, nothing in this Agreement grants to the Client any rights or authority to sell, resell and/or sub-license any license right granted to the Client hereunder.
- 2.4. The license granted to the Client hereunder does not grant to the Client (or any other natural person or legal entity acting in the interests or with the permission of the Client) any right, and the Client (or any other natural person or legal entity acting in the interests or with the permission of the Client) shall not have the right to:
 - (i) publish, copy, rent, lease or lend the Software;
 - (ii) transfer the Software to any third parties;
 - (iii) circumvent any technical restrictions or prohibitions in the Software;
 - (iv) use the Software or documentation to develop software with similar or competing functionality;
 - (v) perform reverse engineering or decompilation of the Software, or attempt to do so, except and only to the extent that such limitation is permitted by the terms and conditions hereof; and
 - (vi) when using the Internet features, use such features in any way that may interfere with their use by anyone else, attempt to access any service, data, account or network or use them in an unauthorised manner.
- 2.5. The license granted hereunder may be revoked by the Licensor.
- 2.6. The specification and functionality of the Software are set out in Annex A hereto forming an integral part hereof.
- 2.7. The Client shall not permit third parties (except for the End Users for the sole purpose of placing bets on the Client's Website in real time on various markets of sports and other events in accordance with the terms and conditions hereof) to use or access the Software.
- 2.8. In order to use the Software, the Client shall have an appropriate, proper and valid license for betting activities (Betting License). The Licensor shall not bear any liability and shall not assume any obligations regarding the Client's activities, including, but not limited to, in terms of betting or gambling activities.

The Licensor shall have the right to demand from the Client to provide a copy of the Betting License.

If the Client fails to perform the Licensor's request for a copy of the Betting License, or does not have a Betting License, the Licensor shall be entitled to unilaterally terminate this Agreement by a ten (10) days' notice to the Client.



The Client shall provide the Licensor with all company information and due diligence documentation as may be requested by the Licensor, the gaming service providers or the relevant licensing or regulatory authorities. The Client further understands and acknowledges that such information and documentation may be passed on to relevant trustworthy third parties by the Licensor for verification purposes.

The Licensor hereunder does not provide any services or perform any works to the End Users.

- 2.9. The Client agrees that under no circumstances is it allowed to have access to the Licensor's server platforms, as well as related software and databases, wherever they are located.
- 2.10. The Client undertakes to place the name of the Software and the Licensor's Trademark on the Client's Website in such a way that the End Users can see it without hindrance.
- 2.11. The Client undertakes not to use the Software or any part thereof to use, accept or facilitate the acceptance of any real money bets from any End User located in the Restricted Area or outside the License territory at the time of such actions.
- 2.12. The Licensor shall have the right to demand from the Client to stop providing access to use the Software and/or accepting bets from the End Users located in any territory, including, but not limited to, the restricted areas (e.g. a country, state or province), if the Licensor reasonably believes that such use and/or acceptance of such bets may be illegal.
- 2.13. The Licensor reserves the right to make changes to the Software or any part or addition thereof at any time at its sole discretion.
- 2.14. The Client shall not have the right to make changes to the Software. In case the Client makes any changes to the Software or any part or addition thereof, the Client shall be fully liable for such changes (including in relations with third parties), as well as for the operation of the Software. After the Client makes any changes to the Software, the Licensor shall be released from the liability for any improper operation of the Software, including consequences of the operation of the Software.
- 2.15. The Client acknowledges and agrees that the Licensor shall not be liable to the Client's End Users for any complaint, dispute or claim somehow related to the Software.

The Client acknowledges and agrees that if the End Users are required to make any payment in connection with the use of the Software (including due to errors or inaccuracies in the Software), all such payments will be made directly by the Client and any such payments shall not be recoverable from the Licensor.

In the event that the Licensor is charged any payment by the End Users or other persons in connection with the operation of the Client's Websites or the Software, the Client undertakes to fully reimburse such charges to the Licensor within 10 days from the date of receipt of the request from the Licensor.

The Parties acknowledge that the Licensor has the right to pay the End Users directly, therefore the Client undertakes to fully reimburse the Licensor for the actual payments made to the End Users in full.

- 2.16. The Licensor does not grant any other rights to the Client, except for the ones expressly stated herein. In particular, no titles or any rights other than the right to use the Software as stated herein are granted.



- 2.17. Nothing contained herein shall prohibit the Licensor from using, developing, selling, licensing or otherwise disposing of the Software or the concepts embodied in it in any way anywhere in the world.
- 2.18. The License term shall begin from the date of this Agreement and is valid for the term of this Agreement, as specified in clause 11.1.
- 2.19. The territory of the License granted to the Client hereunder is defined in Annex D hereto. The Client shall have the right to use the Software exclusively in the License territory. The Client undertakes not to offer, advertise or provide any access to the Software to the End Users and any other persons located outside the License territory.
- 2.20. The Client undertakes to implement and provide the option of self-exclusion for End Users on the Client's Websites. Self-exclusion options displayed on the Client's Websites shall be determined by the Client in accordance with current legislation. The Client shall not send any marketing material to End Users who have opted for the self-exclusion option on the Client's Websites.
- 2.21. The Client shall always comply with any applicable data protection laws and regulations when using the Software on the Client's Websites.
- The Client shall fully indemnify the Licensor against all losses, claims, damages, liabilities, costs, fines, legal fees, expenses or settlements that have been or may be incurred by the Licensor at any time as a result of the Client's violation of any laws or regulations.
- 2.22. The Licensor does not bear any responsibility towards the Client in case a payment service providers delays, fails to transfer accrued funds in due time or change of fees.
- 2.23. The Client shall fully reimburse the Licensor for any fines, fees and penalties imposed to the Licensor as a direct proven result of the Client's actions or omissions by international payments systems, payments providers or regulators.
- 2.24. The License is limited to the Software as described in Annex A, with its current components and in its current version. It shall not be deemed to extend or to include any programme or material that belongs to the Licensor other than the Software.

3. License fee

- 3.1. The Parties agree that for the use of the Software, the Client shall pay to the Licensor a license fee (License Fee) in the following amount:
- if the GGR amount is from USD 0 to USD 99,999, the License Fee is 10% of the GGR amount;
 - if the GGR amount is from USD 100,000 to USD 299,999, the License Fee is 9% of the GGR amount;
 - if the GGR amount is from USD 300,000 to USD 499,999, the License Fee is 8% of the GGR amount;
 - if the GGR amount is from USD 500,000, the License Fee is 7% of the GGR amount.
- 3.2. In calculating the GGR amount, an amount equal to the total nominal value of bets placed by the End Users on the Sportsbook during a calendar month, less the total winnings of the End Users on those bets, whether or not these funds have been collected, shall be taken into account.

If the nominal value of bets and or winnings is expressed in a foreign currency, then when calculating the GGR, such bets and winnings are taken into account in the equivalent of euros, at the exchange rate of Oanda Corporation\XE.com.

For the purpose of the License Fee, GGR is calculated separately on a per-website basis. If a monthly GGR of the specific website or product is negative, the Licensor is entitled to zero out such negative GGR for the purpose of calculating the License Fee.

- 3.3. If the GGR in respect of any calendar month (or part thereof) has a negative value, such negative value shall not be carried forward to the next calendar month (or part thereof).
- 3.4. The Parties shall reconcile on GGR every 1st (first) day of the month for the previous month based on the Sportsbook data.
- 3.5. The Parties have agreed that the amount of the License Fee for one month of use of the Sportsbook shall be waived
- 3.6. The Client shall pay the License Fee in EUR to the Licensor's bank account.
The Client undertakes to pay the License Fee in a timely manner and without prior demand or invoice from the Licensor.
- 3.7. The Client shall pay the License Fee no later than the tenth (10th) day of each month for the previous month.
- 3.8. The License Fee shall be paid without any deductions, including deductions for any charges, fees, duties, sales tax, value added tax, withholding tax or any other form of tax. No amounts may be withheld or deducted by the Client, and no offsets may be made for any reason without a prior written permission of the Licensor. No amount shall be considered paid to the Licensor until it is credited to the Licensor's bank account.
- 3.9. Adding or removing a country from the list of Restricted Areas shall not in any way affect the settlements and payment of the License Fee.

4. Warranties of Phoenix365

- 4.1. Phoenix365 warrants to the Client that:
 - 4.1.1. as of the date of transfer, the Software is free of viruses or other similar or harmful components; and
 - 4.1.2. Phoenix365 will use reasonable efforts to ensure that the Software is free of viruses or other similar or harmful components that may disrupt or impair the operation of the Software. If, despite Phoenix365's efforts, there is such virus or other similar or harmful component, Phoenix365 warrants to use reasonable efforts to correct such problem on the Software.
 - 4.1.3. The provided Software corresponds to its specification.
 - 4.1.4. The Licensor has all the necessary rights to transfer the Software to the Client for use.
- 4.2. Phoenix365 makes no express or implied warranties or conditions regarding the Client's use of the Software. The Client understands that the use of the Software is at the Client's sole risk and that Phoenix365 provides the Software on an "as is", "with all faults" and "as available" basis. Phoenix365 does not warrant the accuracy or timeliness of the Software. The Client acknowledges that computer and telecommunication systems are not fail-safe and may occasionally experience downtime.



5. Warranties of the Client

- 5.1. The Client warrants that neither it nor any of its employees and related persons will attempt or allow attempts to:
- 5.1.1. view and/or copy any coding of the Software;
 - 5.1.2. perform reverse engineering of any coding of the Software;
 - 5.1.3. decompile any coding of the Software;
 - 5.1.4. develop or reproduce (in form or function) the Software, or any part thereof, or any software provided to the Client by the Licensor.
- 5.2. The Client acknowledges and agrees that the Software may have bugs and may not work temporarily.
- 5.3. The Client agrees to notify Phoenix365 of any known breach, including, but not limited to, when it becomes apparent that the End User is located in any Restricted Areas, or other breaches hereof.

6. Intellectual Property

- 6.1. All intellectual property rights to the Software, any updates and additions, corrections and enhancements thereto, Know-How, and all documentation, code and logic, which describes or comprises them, as well as any other proprietary software provided by the Licensor to the Client hereunder shall always remain in the ownership of Phoenix365 or its affiliates. Intellectual property rights to all works and services performed by Phoenix365 or its contractors for the Client shall remain with Phoenix365.
- 6.2. As a result of joint actions of the Parties in connection with the provision of the Software and supporting services, the Parties acknowledge that the Licensor may acquire and develop certain skills and knowledge (Practical Know-How), the Licensee agrees that the Licensor has the right to use any such Practical Know-How regarding other clients of the Licensor, services and/or products.
- The Licensor shall have the right to freely use any offers and enhancements related to the Software the Client provides in connection with this Agreement. With respect to such offers or enhancements related to the Software, the Intellectual Property Rights to such Software shall pass to the Licensor to the extent defined in clause 6.1 hereof. The Licensor shall also have the right to modify and develop such offers and enhancements.
- 6.3. Phoenix365 does not grant to the Licensee any rights or licenses to use any Trademarks, trade names and logos owned by Phoenix365 without prior written consent of Phoenix365 (except as expressly provided for herein).
- 6.4. The Licensor reserves all intellectual property rights to the Software specified herein. The Client acknowledges and agrees that, as between the Client and the Licensor, the Software and all modifications and additions thereto, as well as all intellectual property rights embodied in, related to or represented by the Software, as well as all modifications and additions thereto are and in all cases will be the exclusive property of the Licensor. This includes new functionality, enhancements, etc., made upon request of the Client.

7. Software Implementation



- 7.1. The Licensor shall setup and initially configure the Software. During the implementation, the Client is entitled to make suggestions regarding the color and visual design of the Software.
- 7.2. The implementation shall be deemed to have been made when the Client has access to the Software for use on Client's Websites, regardless of whether the Client can make bets on all the desired events.

Under the terms of this Agreement, the Licensor shall not provide or supply any equipment to the Client.

- 7.3. During the setup and initially configure of the Software, the Client undertakes not to accept real (commercial) bets or payments using the Software.
- 7.4. The Client shall inform the Licensor about the desired date of Launch and provide all necessary information for the Launch at least 10 (ten) business days before the desired Launch date.

8. Operational and other services

- 8.1. After installing the Software, the Licensor shall provide to the Client Operational services for MTS Sportsbook (Operational services).

The cost of Operational services is EUR 500 (five hundred) for each Client's Website per month.

- 8.2. Compensation for hosting: EUR 500 (five hundred) per month.

9. Change of ownership

- 9.1. The Client shall not grant sub-licenses, assign or otherwise transfer the rights obtained hereunder, in whole or in part, without prior written consent of Phoenix365.
- 9.2. The Client shall give to Phoenix365 a written notice about any anticipated change in the Client's beneficial ownership, any change in the Client's ownership or control, and any change in the Client's organisation or manner of doing business at least thirty (30) days before making such changes.

10. Confidentiality and Confidential Information

- 10.1. The Parties hereto agree to treat as confidential and keep any information obtained through the execution and performance hereof, whether or not marked as "confidential", and which may reasonably be considered confidential, including, without limitation: information contained or embodied in the Software, software documentation, specifications and other information provided by the Client or the Licensor.
- 10.2. The Parties acknowledge and agree that in the course of the relationship provided for herein, they may come into contact with and obtain knowledge of and access to information and materials the other Party considers confidential and belonging to it. The Parties agree to keep strictly confidential all such materials they receive regarding the other Party hereto. The Parties agree not to disclose such confidential information to any other party, not to use such confidential information for their own purposes, and to protect such confidential

information from disclosure using the same or higher standards they use to protect their own confidential information.

- 10.3. The Client shall not disclose the Confidential Information without prior written consent of the Licensor.
- 10.4. Each of the Parties shall inform the other Party if the Confidential Information is required to be disclosed in connection with a request of any competent authority, based on law, regulation or court order.

11. Term and Termination

- 11.1. This Agreement shall enter into force on the date of its signing by the Parties and shall remain in force for two (2) years (Original Period) unless terminated in accordance with the terms of this Agreement.

After the expiration of the Original Period the term of this Agreement shall thereafter be automatically prolonged indefinitely unless terminated in writing by either Party by providing no less than 3 months prior notice of termination.

- 11.2. Phoenix365 shall have the right to terminate this Agreement with immediate effect and without a prior notice if any of Phoenix365's competitors directly or indirectly acquires control of the Client.
- 11.3. Either Party, without prejudice to any other rights and remedies it may have, shall have the right to terminate this Agreement with immediate effect at any time if the other Party:
 - 11.3.1. has committed a material breach of this Agreement (including a breach of the payment terms) and such breach has not been cured within thirty (30) days of receipt of notice specifying the breach and requesting its cure; or
 - 11.3.2. has regularly (more than three times) breached this Agreement in such a way that such regular breaches amount to a material breach of this Agreement;
 - 11.3.3. prevents or delays the performance of its obligations as a result of force majeure for a continuous period exceeding sixty (60) days or sixty (60) days in the aggregate in any continuous period exceeding ninety (90) days.
- 11.4. Either Party shall have the right to immediately terminate this Agreement if:
 - (i) the Party loses a gambling license or permit issued by a regulatory authority, resulting in a violation of the law, or
 - (ii) the other Party ceases operations or is subject to liquidation or bankruptcy proceedings.
- 11.5. Phoenix365 shall have the right to terminate this Agreement with immediate effect and without a prior notice to the Client if:
 - 11.5.1. there is a change of control and/or owners and/or founders and/or shareholders of the Client, whereof the Licensor was not notified and whereof the Licensor did not give its consent;
 - 11.5.2. the Client transfers the Software for use by third parties in any way (except for use by the End Users in accordance with the terms and conditions hereof);
 - 11.5.3. the Client delays any payment or part thereof hereunder by over sixty (60) days;
 - 11.5.4. The Client uses the Software on the websites not agreed with the Licensor;



- 11.5.5. the Client provides access to the Software to the End Users from the Restricted Areas;
- 11.5.6. The Client breaches any warranty set out in clause 5.1 (with all sub-clauses) hereof;
- 11.5.7. The Client uses the Software outside the License territory;
- 11.5.8. The Client provides access to the Software to the End Users located outside the License territory.
- 11.6. In the event of termination or expiration of this Agreement, the License Fee or other payments made by the Client to the Licensor shall not be refundable, and the Client shall not be entitled to demand a refund of any payments made to the Licensor under this Agreement.
- 11.7. The Licensor shall have the right to terminate this Agreement ahead of schedule by notifying the Client in writing 60 (sixty) calendar days prior to such termination.
- 11.8. In case the Client fails to perform material obligations under this Agreement, the Licensor shall have the right to block or suspend performance of any part of the Software, including but not limited the registration of End Users, ability of End Users to make bets, to deposit and withdraw funds. The Licensor on its sole discretion has the right to add pop-ups and notices on the Client's Websites in case there exist due payments by the Client to the Licensor and/or End Users, or Client has failed to perform any of its obligations under this Agreement.

12. Consequences of Termination

- 12.1. Upon the termination hereof for any reason:
 - 12.1.1. The Client shall immediately cease the use of the Software and all intellectual property rights (license rights) supplied or transferred by the Licensor to the Client hereunder, delete the Software and its source code by irreversible erasing from all media, and certify to the Licensor in writing that it has been destroyed, and destroy and delete all received Confidential Information.
 - 12.1.2. Phoenix365 shall have the right to cease the provision of any services and works to the Client, as well as to terminate the operation of any hardware and software used by the Client in accordance with this Agreement, and to remove all or any part of the Software from any location of its installation.
 - 12.1.3. The Client shall cease to use the commercial secrets and technical know-how of Phoenix365 or Phoenix365's suppliers.
- 12.2. In case of expiration or termination hereof for any reason, neither Party shall be released from the obligation to pay any amounts accrued prior to the expiration date or the actual termination date hereof.
- 12.3. In case of expiration or termination hereof for any reason, the License Fee or other payments made by the Client in favour of the Licensor shall be non-refundable, and the Client shall have no right to demand the refund of any payments made in favour of the Licensor hereunder.

13. Liability

- 13.1. The Licensor's liability hereunder shall be limited as follows:



- (i) in no event shall the Licensor and/or any Phoenix365 Company or any of their directors, officers, employees, agents or consultants be liable for any consequential damages, including, but not limited to, lost profit, reduced production, consultant retention costs, equipment costs and similar costs or damages, for any loss of opportunity, reputation, business reputation, profit from anticipated savings, business or contracts arising out of or in any way related to this Agreement, use or operation of the Software;
 - (ii) the Licensor's obligation to pay damages in case of violation of this Agreement may not exceed EUR 10,000 (ten thousand euros) in total;
 - (iii) the Licensor's liability for damage to the Client's property caused by the negligence of the Licensor or its representatives, and the amount of losses, if such event occurs, shall be limited by a total amount of EUR 10,000 (ten thousand euros); and
 - (iv) the Licensor shall not be liable for the loss of or damage to data by the Client.
- 13.2. The Parties acknowledge that from time to time, as a result of hardware or software failure and/or the actions of third parties, the Software provided by Phoenix365 hereunder may be temporarily unavailable. The Client acknowledges and agrees that neither Phoenix365 nor any of its members, shareholders, directors, officers, employees or representatives and/or suppliers, as the case may be, shall be liable to the Client for any direct, special, indirect, consequential, punitive or other damages or damages related to the loss of profit or savings due to such temporary failures.
- 13.3. Neither the Licensor nor any of its members, shareholders, directors, officers, employees, agents or representatives shall be liable to the Client for any damages that may be incurred as a result of amendments to legislation or government policy or policy of other public authorities or organisations.
- 13.4. In case the Client delays any payments provided for herein for over twenty (20) days, the Client shall pay the Licensor a fine of 1% (one percent) of the overdue amount for each day of delay in payment. Payment of a fine shall not release the Client from the compliance with its obligations hereunder. In addition, the Licensor shall have the right to immediately suspend or terminate the License and/or provision of services to the Client and terminate this Agreement and any other contracts between the Parties.
- 13.5. In case the Client breaches the terms and conditions of clauses 2.2, 2.3, 2.4, 5.1, 9.1, 9.2 hereof, the Client shall pay the Licensor a fine of EUR 100 000 (one hundred thousand euros) for each case of such breach. Payment of a fine shall not release the Client from the compliance with its obligations hereunder. In addition, the Licensor shall have the right to immediately suspend or terminate the License and/or provision of services to the Client and terminate this Agreement and any other contracts between the Parties.
- 13.6. The Client holds the Licensor free and harmless from any liability that may arise from action taken pursuant to services obtained from third parties.

14. Player Verification and Fraud

- 14.1. It is understood and acknowledged by the Parties hereto that the Client shall be legally responsible for the handling and administration of the End Users funds account/s. The Client shall handle all payments to and from the End Users directly and shall perform age and ID verification of the End Users. The Client shall be solely responsible for the verification of the KYC documents.



- 14.2. The Client shall maintain a strict fraud control to ensure that chargebacks and other fraudulent behavior is minimized. Such fraud control shall be in compliance with the Client's fraud policy.

15. Notices

- 15.1. Any notice required or permitted hereunder shall be sent or delivered to the other Party as follows:

to Phoenix365:

Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros [

to the Client:

Kaya Richard J. Beaujon Z/N, P.O. Box 6248, Willemstad, Curaçao

- 15.2. All notices permitted or required hereunder shall be in writing (except for e-mails as expressly provided for herein) and sent to the recipient's address specified above, or to such other address the recipient may specify by a notice given in accordance with this Agreement. Any such notice may be delivered in person, by courier or registered mail and shall be deemed delivered upon delivery if delivered in person, or at the time of signing if delivered by courier or registered mail.

16. Governing Law and Dispute Resolution

- 16.1. Any disputes arising out of this Agreement shall be resolved through negotiation between the Parties.

- 16.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the 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.

The governing law of the contract shall be the substantive law of England and Wales.

- 16.3. The provisions of this clause constitute the Parties' irrevocable consent to any proceeding in the context of this Agreement, and neither Party shall have the right to institute or pursue any legal proceeding inconsistent with the terms and conditions hereof.

- 16.4. The Parties have agreed that the submission of any dispute to arbitration is not subject to the appeal process, and the decision in the arbitral proceeding:

16.4.1. shall be final and binding on the Parties;

16.4.2. comes into force from the date of its adoption, unless otherwise specified in the court decision;

16.4.3. may be accepted in any court of competent jurisdiction.



- 16.5. Costs associated with any reference to arbitration shall be borne by the losing party, unless otherwise determined by the Parties or the arbitrator, regardless of which Party has applied to the arbitration.
- 16.6. The Licensor reserves the right to initiate legal proceeding in a court of competent jurisdiction regarding issues related to the Client's outstanding payment.
- 16.7. Clause 20 (with all sub-clauses) hereof may be severed from the remainder of this Agreement and shall remain valid and binding on the Parties, regardless of any termination of this Agreement or any part hereof.
- 16.8. If any term, condition, clause or provision hereof is held to be illegal, invalid or unenforceable, such term, condition, clause or provision shall be severed from this Agreement and shall not affect the validity or enforceability of any part of such remaining term, condition, clause, provision, or any other term, condition, clause or provision hereof, and the invalid condition shall be replaced by the Parties.
- 16.9. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Parties consent to the exclusive jurisdiction of the English courts.
- 17. Miscellaneous**
- 17.1. The Client hereby undertakes to comply with all applicable data protection and privacy requirements and any similar laws in any jurisdiction to the extent applicable to the provisions and obligations of this Agreement.
- 17.2. This Agreement constitutes an entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings, discussions, correspondence and negotiations relating to the subject matter hereof. Each Party acknowledges that at contracting, it does not rely on any statements, representations or warranties (whether made innocently or negligently) other than those expressly set forth herein. No supplement, modification or waiver of any provision hereof, nor any voluntary cancellation hereof shall be binding on the Parties, unless made in writing and signed by a duly authorised representative of each Party.
- 17.3. No person other than the Client and the Licensor shall have any rights hereunder.
- 17.4. This Agreement may be executed in any number of identical copies having the same effect as if all the Parties hereto had signed the same document.
- 17.5. Each Party shall inform the other Party if it becomes aware of a bug or defect in the Software.
- 17.6. The Client shall notify the Licensor if a lawsuit is filed against the Client, in connection with which damages may be claimed against the Licensor.
- 17.7. The Client shall provide to the Licensor any other information or documentation the Licensor may reasonably request. Upon request of the Licensor, the Client shall provide to the Licensor non-personal information regarding demographic characteristics of the End Users using the Software, including gender, age and territory.
- 17.8. In case of force majeure, which includes: acts of God, accidents, fires, mass riots, hostilities and other circumstances beyond the Parties' will, which directly affect the Party's ability to perform its obligations hereunder, the Parties shall not be liable for non-performance of the assumed obligations.



The Party affected by force majeure shall notify the other Party thereof in writing within three (3) days following the occurrence of such circumstances.

If force majeure lasts for over 1(one) month, either Party shall be entitled to terminate this Agreement.

- 17.9. This Agreement does not create or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for herein.
- 17.10. This Agreement is drafted in English language. If this Agreement is translated into any other language, the English language version shall prevail.
- 17.11. The exchange of a fully executed version of this agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this agreement and no exchange of originals is necessary.
- 17.12. The Parties have entered into this Agreement in the terms specified above, fully aware of its content and meaning and intend to be legally bound by the terms and conditions hereof.

This Agreement was signed by two Parties:

For and on behalf of the Phoenix365: Date: 10/06/2026  _____ Name: Razvan-Florin Teodorescu Position: UBO	For and on behalf of the Client: Date: 10/06/2026  _____ Name: Gouloud Hammoud f/obo Global Related Services B.V. Position: Corporate Director
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Annex A
Specification

Annex B
Client's Websites :

betfinal.com

Annex C

Restricted Areas

The Client undertakes not to offer, advertise or provide any access to the Software to the End Users located in the following territories (Restricted Areas):

- France
- Israel
- United Kingdom
- United States of America
- and any other country where not allowed

The Client undertakes to block access to the End Users from the Restricted Areas on the Client's Websites using IP blocking technologies and to prevent such End Users from creating an account.

The Licensor may, by a notice, add a territory to or exclude a territory from this list of the Restricted Areas in case of any amendments to the relevant laws of such territory.



Annex D

License Territory

The Licensor entitles the Client to use the Software, on the terms and conditions specified in the Agreement, in the territory of the following states:

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The Client undertakes to block access to the End Users and any other persons located outside the License territory using IP blocking technologies and to prevent such End Users and any other persons from creating an account.

The Client undertakes to use the Software and to provide access to its Websites only in the jurisdictions, where betting is permitted.

The Client shall have the right to use the Software in the License territory only if it has the relevant valid betting license or other permit and provided that it complies with the laws and regulations of such jurisdictions, if such license or other permit is required in such territory.

