

This **Software Sublicense Agreement** (the “**Agreement**”) is made by and between:

Uniquent Limited, a legal entity incorporated under the laws of Cyprus, with company’s registration No. HE430701, having its registered address: 7 Archaias Ledras, Geri 2200 Nicosia, Cyprus (the “**Sub-licensor**”), and

Final Enterprises N.V., a company incorporated and duly registered under the laws of Curaçao, with company’s registration No. 137397, having its registered address at Kaya Richard J. Beaujon Z/N, Willemstad, Curaçao (the “**Sub-licensee**”),

hereinafter collectively referred to as the “**Parties**”, and separately the “**Party**”.

WHEREAS, the Sub-licensor is an authorized user of certain software consisting of, but in no way limited to designs, operating systems, and other proprietary and non-proprietary materials;

WHEREAS, the Sub-licensee wishes to integrate the Licensed Software into Website to make the Licensed Software available to End Users within its Websites;

NOW, THEREFORE, in consideration of the promises and arrangements set forth herein, the Parties intend to enter and execute present Agreement and agreed as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1. In this Agreement, the following terms shall have the following meanings:

“**Accounting Period**” shall mean a calendar month.

“**Annex**” means an Annex to this Agreement, being an integral part thereof.

“**Affiliate**” shall mean any person or entity directly or indirectly controlling, controlled by, or under common Control with a Party.

“**Agreement**” means this Software Sublicense Agreement with all Annexes, additional agreements, addendums, updates, attachments and other documents hereto, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument (i.e. contractual arrangement).

“**API**” means Application Programming Interface.

“**Applicable Law**” means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties and End User(s) hereto or to any activities of the abovementioned parties hereto, and/or to any jurisdiction, territory or state hereto, as amended from time to time, and the rules, regulations, orders, codes of practice, licenses or permits, including, without limitation, any rules, regulations, orders, codes of practice, licenses and permits of the Gaming Authority (as the case may be). For the sake of clarity, Governing Law hereunder shall have its own meaning, different from the Applicable Law.

“**Business Days**” means any day which is not a Saturday, Sunday or public or bank holiday.

“**Bonus Deduction**” means freespins wins (and any other similar wins arising from free bets / bonus bets which are not backed by real money deposited by the End User) and all other reasonable and necessary expenses, including Loyalty Program, actually incurred directly in connection with promotion and advertising of the Licensed Software.

“**Certification**” shall mean verification of Licensed Software against the technical requirements of a particular jurisdiction, which is carried out by accredited laboratories that have been tested and received accreditation for certification from the Competent Authority.



“Commercial Launch Date” shall mean the date when the Licensed Software first become available to the End-Users on the Websites.

“Commencement Date” means the last signature date by the Parties.

“Competent Authority” means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, over either of the Parties, over the Licensee or over any of their respective activities.

“Confidential Information” means any (i) information and/or data of every kind relating to the business of the Sub-licensor/Sub-licensee and/or to the Licensed Software provided into Use under this Agreement; and/or (ii) information or data of any kind relating to the Intellectual Property Rights and/or Licensed Software hereto provided under this Agreement; and/or (iii) information of one Party of the Agreement (the “Disclosing Party”), which is provided to the other party (the “Receiving Party”) (including Party’s employees, agents, subcontractors, advisors, attorneys, authorized representatives in connection with the performance of Party’s obligations under this Agreement); and/or (iv) all communication between the Parties or their authorized representatives, which is connected to this Agreement.

For the sake of clarity all Confidential Information hereunder could be provided in the form of materials (whether or not recorded, in oral, written, graphic, machine-readable, electronic or in any other form) (the **“Confidential Materials”**).

Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the Receiving Party; (ii) was in the possession of the Receiving Party prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality or non-use to the Disclosing Party; (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (v) is allowed to be disclosed in writing.

“Control” means that an entity possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise, and **“Controls”**, **“Controlled”** and **“under common Control”** shall be interpreted accordingly. Without limiting or derogating from the generality of the foregoing, an entity shall be deemed to Control another if they hold more than fifty per cent (50%) of any one of the means of control described above.

“Documentation” shall mean the game sheets, manuals (game rules), reference manuals, presentation materials on-line help or other printed material or instructions relating to the operation, setup and maintenance of the Licensed Software reasonably required by Sub-licensee to exploit the Licensed Software pursuant to the provisions of this Agreement.

“End User” a user of the Licensed Software and a registered account holding customer of the Sub-licensee.

“First Line Support” means support provided to the End Users by telephone, e-mail or instant chat, regarding technical and functional matters relating to End User’s use of the Licensed Software.

“Gaming Authority” means any government or governmental body, agency or other entity of any kind anywhere in the world in respect of, or who regulates, governs or oversees (i) gaming, wagering, lotteries, online wager gaming or similar activities, however conducted, by all mediums through all media now known or coming into existence in future; and/or (ii) the business activities of the Sub-licensee.

“Gaming License” means a license, issued to the Sub-licensee and provided by an appropriate authority of the jurisdiction, where the remote gaming business is legal.

“Gaming Tax” means gaming tax as shall be due in terms of Applicable law, regulation, directive or any other rule as may be applicable to the Sub-licensee from time to time, directly resulting from Sub-licensee’s commercial use of Licensed Software.

“Good Industry Practice” means using such standards, practices, methods and procedures and exercising such degree of skill and care, diligence, prudence and foresight, which would in each case reasonably and ordinarily be expected from a skilled and experienced professional provider of specialized software and support services in the same or similar circumstances.

“Gross Income” means the total generated bets, revenues, receipts, money or other consideration directly or indirectly obtained, charged, collected or in any other way received by Sub-licensee from provision into Use of the Licensed Software in each calendar month. For the sake of clarity, under the Gross Income Parties hereunder shall understand all income, which: (i) is generated before deducting expenses, taxes and other duties, required under Applicable Law; and (ii) is combined only from fiduciary currency.

“Gross Gaming Revenue” means the sums calculated in an Accounting Period with respect to transactions made between end users and Websites utilizing any of the Software as follows:

Gross Software Revenue = Gross Income – Payout

“Integration” shall mean the establishment of technical connection between Sub-licensor’s platform, where the Licensed Software is incorporated, into the Website through the use of API.

“Intellectual Property” means all inventions, copyrights, goodwill, reputation, marks, trade dress, data base rights, applications for any of the above, get-ups, logos, know-how, domain names, devices and graphic displays, digital and other artwork, sequences of digital or photographic images both coded and visual, sounds however stored and played, and/or other copyright works in relation to the Licensed Software (whether registered or not), as well as registered game engine for Licensed Software, the source code and its design, architecture of the software, look and feel of the software, trade secrets including details of performance or design of the Licensed Software.

“Intellectual Property Rights” means rights and title to patents, unpatented inventions, registered designs, copyright, rights in software, design rights, rights in databases and compilations of data, semiconductor topography rights, trade names, trademarks, service marks, rights in trade secrets, knowhow and other intellectual property rights of any nature whatsoever, and all rights of a similar nature or having similar effect, throughout the world whether registered or unregistered and wherever capable of enforcement and whether now in existence or in future arising and including all applications and renewals and extensions of all such rights (and rights to apply for the same), together with the right to sue for damages and other remedies for any infringement of all such rights.

“Licensor” means Uniquent Holding Limited, the owner of all rights and interest in and to the Licensed Software or any part thereof, including Intellectual Property Rights (as defined in this Agreement) in any copies thereof, and all Documentation, code and logic, which describes and/or comprises the Licensed Software.

“Licensed Software” means online and/or internet software licensed to the Sub-licensor by the Licensor, and which includes list of online games determined in the Annex 1 “List of Licensed Software” hereto.

“Monthly License Fee” shall have the meaning given in the Clause 3.

“Payout” means a payout that is made from an individual Licensee directly to an end user;

“Excluded Jurisdictions” means all jurisdictions as listed in Annex 3.

“Software” means software and other associated Intellectual Property licensed to the Sub-licensor and as are set out by Parties hereof.

“Sub-licensor Platform” means the gaming platform of Licensor, on which the Licensed Software reside and operate and includes the pseudo-random number generator (PRNG), the logic for each game, the business logic for deposits and withdrawals, the storage of transaction data and game logs and report generators.

“Sublicense” shall have the meaning given in the Clause 2.

“Territory” means all jurisdictions where the Licensee may provide the Software that are not Excluded Jurisdictions.

“Term” means the period of validity of this Agreement.

“Trademarks” shall mean the trademarks, trade names, logos and designs owned by the Licensor and sub-licensed to the Sub-licensor in connection with the Licensed Software, which are to be sub-licensed to the Sub-licensee by the Sub-licensor hereunder.

“Update” means new, enhanced, improved or updated versions of the Licensed Software released generally by Sub-licensor that may change the utility, efficiency, or operating performance of the Licensed Software, but that does not alter the Licensed Software basic functionality.

“Upgrade” means new release of the Licensed Software that is a revision to the Licensed Software or to a component, in each case which is designed to provide what Sub-licensor considers to be a major enhancement to the Licensed Software, which alters its basic functionality.

“Use” means (i) integration of the Licensed Software into the Website; and/or (ii) loading and playing Licensed Software by the End Users within the Website. Depending on each specific context of each clause, the term “Use” may additionally include the following features: provision into load or load itself, performance of installation or installation itself, execution, processing, running, storage, transmission, sub-licensing, display, keep in working order and copy (strictly and only for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order).

“Virus” means any program or software that may: (i) prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, telecommunications service, equipment or network, or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience, including (without limitation) worms, trojan horses, viruses, logic bombs, time bombs, backdoors, trap doors, artificial intelligence-software and other software used for opponent-profiling, automatic betting and other similar or related behavior.

“Vulnerability” means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

“Website” means specifically designed virtual (Internet-based) website, which: (i) is fully operated, controlled, owned or maintained by the Sub-licensee; and (ii) where relevant Licensed Software shall be integrated; and (iii) where End Users are granted with access to Use the Licensed Software, in particular, on-line games.

“Worldwide” means any jurisdiction in the world, except Excluded Jurisdictions.

1.2. **Annexes.** Annexes attached to this Agreement are incorporated by reference herein and made an express part hereof.

1.3. **Conflict between Annexes and Agreement.** In the event of any conflict between the provisions of this Agreement or any Annex, the provisions of this Agreement shall prevail.

1.4. **Number and Gender.** Words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5. **Headings.** The Section headings contained herein are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or to affect the interpretation hereof.

1.6. **Language.** This Agreement is drawn up in the English language. If this Agreement is translated to another language, the English language text shall in any event prevail over any translation.

2. GRANT, SCOPE AND RESTRICTION OF SUBLICENSE

Subject of the Agreement.

2.1. Subject to the terms and conditions of this Agreement, the Sub-licensor hereby grants to the Sub- licensee solely for the purposes of this Agreement a limited, royalty-bearing Sublicense for Use of the Licensed Software during the Term within the Territory to:

2.1.1. Use the Licensed Software by Sub- licensee on the Website;

2.1.2. provide End Users access to the Licensed Software on the Website;

2.1.3. advertise and promote such Licensed Software on the Website and to create and use advertising and marketing materials (and to sublicense such right) for the promotion of the Licensed Software.

Such Sub-license shall include the right to use the Trademarks and content and materials from the Licensed Software (including any characters, the title of the Licensed Software, music and artwork) in a pre-approved manner for such marketing and advertising purposes and, in addition, to use such Trademarks and other items as strictly necessary to perform Sub- licensee's obligations or to exercise its rights under this Agreement.

Restrictions for usage of the Sub-license.

2.2. The Sub- licensee shall **(i)** not copy, modify, distribute, sell, transfer, decode, adapt, transcript, decompile, disassemble, translate, convert, deliberately or negligently corrupt or erase, lease, assign, reverse engineer of the Licensed Software or part thereof; and/or **(ii)** nor shall prepare any and all derivative works and/or collateral works or projects, including via incorporation of the Licensed Software or part thereof; and/or **(iii)** not use the Licensed Software or part thereof (in each case) to design software with similar or competitive functionality; **(iv)** not use the Licensed Software outside the Territory; and **(v)** not allow in any circumstances third parties to perform actions indicated in the sub-clause (i), (ii) and (iii) of this Clause 2.2.

2.3. The Sub- license is granted to the Sub- licensee subject to the following terms and conditions:

2.3.1. the terms and conditions applying to rights granted to the End User accessing any Websites and taking action to participate in any Licensed Software must be in accordance with all Applicable laws;

2.3.2. the Sub- licensee will take all actions required to prevent End Users using the Licensed Software for money-laundering purposes;

2.3.3. the Sub- licensee shall not engage in illegal or unethical business practices, including the theft of End Users data;

2.3.4. the Sub-licensee shall use the Licensed Software in accordance with the requirements of its Gaming License (to the extent any is required) and instructions of the Sub-licensor;

2.3.5. the Sub-licensee shall operate the Licensed Software in a fair and reasonable manner and shall implement responsible gaming policies; and

2.3.6. the Sub-licensee shall not provide Licensed Software to End Users located in the Restricted Territories or any other jurisdiction, where gaming is illegal.

2.4. The Parties acknowledge that the Sub-licensee shall be primarily responsible to block the End Users from being able to access the Licensed Software from Restricted Territories, with the last-login IP address checks at the Website.

If at any time it is brought to Sub-licensor's attention that Sub-licensee's End Users are accessing, registering on or placing wagers on the Licensed Games from a Restricted Territory, Sub-licensee shall take all reasonable steps necessary to immediately prevent the offering of Licensed Software in the Restricted Territory in question.

2.5. The Licensed Software shall be used and offered to End Users solely on the Websites. Should the Sub-licensee require to Use the Licensed Software on any other Website, irrespective of the ownership of the domain, Sub-licensee shall inform Sub-licensor at least 5 business days prior to the intended day of launch of the Licensed Software on such a new Website.

2.6. The Sub-licensor grants no other rights than those expressly specified in Clause 2.1 above (in particular, no rights of ownership), along with restrictions and limitations provided in Clauses 2.2 – 2.5 hereabove. The Sub-licensee hereby acknowledges and accepts that the Sub-licensor may, at its own discretion, withdraw or limit at any time the Sub-licensee's right to use any of the Licensed Software by sending at least 5 business days prior written notice to the Sub-licensee.

Change of Licensed Software's Content.

2.7. The Sub-licensor reserves the right at its sole discretion to remove any part of the provided Licensed Software. The Sub-licensor will reasonably notify Sub-licensee when a new Licensed Software becomes available for release on the Website.

Updates and Upgrades of Licensed Software.

2.8. Sub-licensor reserves the right at any time within the Term of this Agreement to launch, design, execute or process Updates and Upgrades of provided Licensed Software hereto in whole or in part. Parties hereunder agreed, that certain Updates and Upgrades of the Licensed Software shall be performed solely by the Sub-licensor and on the free of charge basis.

No reselling to third-parties

2.9. The Parties have explicitly agreed that the operation of this Agreement does not cover the reselling of the Licensed Software to third-parties.

3. COVENANTS, INTEGRATION AND MARKETING

3.1. The Sub-licensee shall be obligated to (i) maintain all day-to-day operational activity of the Licensed Software, namely, maintenance of Website, marketing, customer and technical support, including First Line Support, payment management, payment of End User's funds, winning and jackpots of any kinds, performance of End User's funds management, including collection of the fees from End Users and/or other third parties (if applicable), as well as payment of all respective Wins (if applicable); and/or (ii) hold necessary Gaming License, permit, certificate or any other authorizations required under Applicable Law to make online gaming products available to End Users; and/or (iii) comply with the Applicable Law and its Gaming Licence, permit and/or certificate.

3.2. The Sub-licensor hereby acknowledges and the Sub-licensee hereby confirms that the Licensed Software before the Effective Date has been duly tested and technically monitored, consequently neither Virus, nor any other harmful components whatsoever shall be attributable to the Licensed Software provided hereunder.

3.3. The Parties shall integrate the Licensed Software tightly into the Website(s), using full functionality of the available APIs, technical assistance from the Licensee's side such that it shall appear as an integral part of the Website(s) to the End-Users. The Sub-licensor has the right to update the API and the Sub-licensee shall comply with the updated API, within 30 (thirty) calendar days after written notice of the update has been given. The integration and any technical connection between the Licensor and the Licensee shall be made and maintained free-of-charge.

3.4. The Commercial Launch Date with the Sub-licensee depends on the successful integration and acceptance testing of the Licensed Software by the Sub-licensee. The Commercial Launch Date shall be agreed by Parties via email and take place after the Effective Date of this Agreement, unless otherwise agreed by Parties in writing.

3.5. The Sub-licensor shall provide the Sub-licensee with all certificates for the Licensed Software necessary for use of the Licensed Software in the Territory.

3.6. The Sub-licensor shall provide technical support services in respect to the Licensed Software in accordance with the Service Level Agreement set forth in the Annex 2 hereto.

4. FEES AND PAYMENT PROVISION

4.1. In consideration for the Sublicense provided by the Sub-licensor under this Agreement and the integration of the Licensed Software with the Website in accordance with the terms of this Agreement, the Sub-licensee will pay to the Sub-licensor the Monthly License Fee (the "**Monthly License Fee**"), which shall be calculated based on the following formula:

$$\text{Monthly License Fee} = \text{Gross Gaming Revenue} \times \text{Royalty Rate}$$

Where Royalty Rate constitutes 5% (five percent)

4.2. The Bonus Deduction shall not exceed 10% (ten percent) from (Gross Income minus Payout).

4.3. The Parties agree that the GGR discount shall apply exclusively to selected games, subject to the following conditions:

4.3.1. On a monthly basis, the Licensee shall submit to the Licensor, for approval via email, a list of selected games eligible for the GGR discount. Only games approved in writing by the Licensor for the relevant month shall be eligible for the GGR discount.

4.3.2. The list of selected games shall include up to ten (10) games in total and must cover the three categories that are currently highest on the Licensee's Website. The Parties agree that the categories are dynamic and if the top three categories change in a given month, the discount shall apply only to games in the current top three categories. There is no restriction on the number of games per category, provided the total number of selected games does not exceed ten (10).

4.3.3. The GGR discount shall be applied based on the position (spot) of each selected game on the Licensee's Website as viewed from mobile phone. The discount structure is as follows:

First to fifth spot (1–5): 50% discount of GGR

Sixth to tenth spot (6–10): 40% discount of GGR

Eleventh to fifteenth spot (11–15): 30% discount of GGR



4.3.4. For the purposes of calculation, the GGR generated by the approved selected games shall be reduced according to the applicable discount based on spot, and such reduced amount shall be added to the GGR generated by all non-discounted games to form the adjusted GGR, to which any applicable bonus deduction shall then be applied. Amounts shall be calculated as per the following example.

Example:

Total GGR for the month: 100,000

Selected games: 2 games in 2 categories — Game A in the first (1) spot, Game B in the seventh (7) spot

GGR from selected games: Game A: 10,000 shall apply 50% discount = 5,000

Game B: 10,000 shall apply 40% discount = 6,000

Total discounted amount = 5,000 + 6,000 = 11,000

Adjusted GGR: non-discounted GGR 80,000 + discounted amount 11,000 = 91,000

*Apply 15% bonus deduction: 91,000 * 15% = 13,650*

GGR after bonus deduction = 91,000 – 13,650 = 77,350

*Apply 5% royalty rate: 77,350 * 5% = 3,867.50*

4.4. Invoicing of the Fees shall commence as from Commercial Launch Date. The Monthly License Fee shall be calculated and paid in Euro.

4.5. If the Licensed Software is played in a currency other than Euro, all relevant currency conversions from FIAT currency into Euro shall be done on a daily basis at 00.00 (GMT +0) using the relevant daily exchange rates stated on <https://openexchangerates.org>.

If the Licensed Software is played in a cryptocurrency, all relevant conversions from cryptocurrency into Euro shall be done on minute basis using the relevant exchange rates stated on <https://coinlayer.com>.

4.6. No other tax or state deductions, duties or charges whatsoever shall be allowed from Monthly License Fee. Without prejudice to the generality of the above mentioned, other taxes (apart from agreed) applicable in any jurisdiction to the operation of the Licensed Software shall not be deducted from the Gross Income and/or Gross Gaming Revenue. In case Applicable Law requires the Sub-licensee to deduct other taxes (if applicable) from the Gross Income and/or Gross Gaming Revenue before paying the Monthly License Fee to the Sub-licensor and the Sub-licensee makes such deduction, the Monthly License Fee shall be adjusted so that the amount paid to Sub-licensor remains as stated in the table above.

4.7. No later than 5 (five) calendar days after the end of Accounting Period, the Sub-licensee shall deliver to the Sub-licensor reports with all data, which are necessary for the Sub-licensor to verify the Gross Gaming Revenue as reported by Sub-licensee.

4.8. Invoices shall be issued by the Sub-licensor on a monthly basis within 5 (five) calendar days following the receipt of the relevant report.

Invoices from Sub-licensor to Sub-licensee shall be sent via email to payments@betfinal.com.

4.9. Payment of the Licence Fee shall be made in Euros within thirty (30) calendar days from the receipt of the Invoice from the Sub-licensor.

4.10. Failure to pay License Fee by the Master Licensee, as well as untimely payment and/or payment of inaccurate amount due of the License Fee shall be subject to additional late charges at the rate of 1 % (one percent) per a month on the sum due, indicated in the relevant invoice.

4.11. The Monthly License Fee shall be exclusive of VAT, bank charges and expenses. In the event Sub-licensor is required by the Applicable Law and/or by certain banking (financial) institution to pay VAT/bank commissions, then the payment due will be increased by the amount of the VAT rate and/or other relevant charges and duties.

4.12. The Monthly License Fee is deemed to be paid by the Sub-licensee, provided the accurate Monthly License Fee is timely charged from the Sub- licensee's bank account and transferred to the Sub-licensor's bank account specified in invoices issued by the Sub-licensor.

4.13. If the Sub-licensee's total Gross Gaming Revenue in a certain calendar month is negative, a carryover policy shall not be applied. This means that the negative amount of domain/ID shall be zeroed, shall not be summed up with accounts with positive amount and shall not be applied to the calculation of Gross Gaming Revenue for the following month.

TOURNAMENTS

4.12. The Sub-licensor is entitled to organize and provide the tournaments for its Licensed Software on the Sub-licensee's Website after the prior written consent of the Sub-licensee and subject to the Applicable Laws. In this case, the Sub-licensee agrees to assist the Sub-licensor in organization of tournament.

4.13. The Parties may agree on joint organization of tournament for the Licensed Software on the Website. In this case, the Parties shall agree on terms of sponsorship of the tournament and payment terms separately.

5. WARRANTIES AND INDEMNITIES

5.1. Each Party warrants to the other Party that:

5.1.1. It has full power and authority to enter into and perform its obligations under this Agreement;

5.1.2. It is validly existing under the laws of the jurisdiction where it was formed;

5.1.3. Entering into this Agreement will not conflict with any other agreement to which it is a party;

5.1.4. It shall comply with all applicable laws, including, but not limited to anti-corruption, competition, anti-money laundering, licensing, tax and registration.

5.2. The Sub-licensee warrants to the Sub-licensor that:

5.2.1. It complies with all necessary authorizations, permits and Gaming Licenses from Gaming Authorities necessary in order to provide its services to End Users;

5.2.2. It shall not make any of the Licensed Software available in any country comprised in the Restricted Territories list;

5.2.3. It ensures that any operational database will be physically based on operational servers outside the Restricted Territories;

5.2.4. It ensures that transactions will be generated from sources based outside the Restricted Territories;

5.2.5. The Website, by which the Licensed Software shall be offered, is materially free from Viruses or bugs, and the Website operates substantially. The Sub-licensor shall notify the Sub-licensor immediately if such Virus or bug is discovered by Sub-licensee and is obliged to fix it as soon as possible;

5.2.6. It shall provide the Sub-licensor with the information the Sub-licensor may reasonably request in order for the Sub-licensor to comply with its reporting and other obligations under any Gaming License issued by the Gaming Authority.

5.3. The Sub-licensor warrants to Sub-licensee that:



5.3.1. It has the right to grant Sub-licensee the Sublicense to distribute, sub-license and otherwise use the Licensed Game(s) in accordance with this Agreement;

5.3.2. It has the right and the permission from the Licensor to conclude this Agreement and does not violate any patrimonial or non-patrimonial rights of any legal or natural person and will not conflict with or violate any provision of any Applicable Law by concluding this Agreement.

5.3.3. The Licensed Software does not infringe any third party's intellectual property rights in the Territory;

5.3.4. It will use reasonable skill and care in accordance with good industry practice in performing the Support Services in accordance with the Annex 2;

5.3.5. Will use its commercially reasonable endeavours to ensure the Licensed Software operates substantially in accordance with this Agreement;

5.3.6. The Licensed Software is designed and developed to the industry quality standards existing at the time of the release of such Licensed Software or at the date of the most recent update.

5.4. To the maximum extent permitted by law, all other warranties, conditions, or representations (express, implied, oral or written), including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose are excluded and in particular the Sub-licensor does not warrant that:

5.4.1. the operation of the Licensed Software will be uninterrupted or error-free (except for limitations and indemnification stated in Clauses 5.5 and 5.6 hereto);

5.4.2. the Licensed Software will meet the Sub-licensee's particular requirements, whether or not those requirements have been made known to Sub-licensor; or

5.4.3. the Licensed Software are of satisfactory quality or fit for any particular purpose.

5.5. The Sub-licensor makes no warranties with respect to any harm that may be caused by the transmission of a Virus or other such computer program or harmful data. In particular, the Sub-licensor shall not be liable for any event, defect or bug or failure of the Licensed Software to the extent that it results from:

5.5.1. use of the Licensed Software other than in accordance with this Agreement;

5.5.2. failure to operate the Licensed Software on operational systems previously recommended in writing by Sub-licensor;

5.5.3. any modification of the Licensed Software not carried out or authorized in writing and in advance by Sub-licensor;

5.5.4. failure of electric power or environmental control systems;

5.5.5. failure of hardware, software, telecommunications, other Licensed Software or services not supplied by Sub-licensor; or

5.5.6. any other matter beyond the reasonable control of Sub-licensor.

5.6 Each Party shall indemnify the other Party, the other Party's Affiliates (if any) and keep them indemnified from and against direct damage, claims, liability, proceedings, actions and costs (including reasonable legal fees), incurred by the other Party or arising out of any claim by a third party and/or any authority for any breach of Applicable Law, of the warranties and the obligations under this Agreement.

6. LIMITATION OF LIABILITY



6.1. The liability of either Party, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will in no circumstances exceed a sum of EUR 50,000.00 (fifty thousand Euros and 00 eurocents) per incident.

6.2. Neither Party shall be liable to the other Party for loss of profit or anticipated profits, loss of contract or revenue, loss of goodwill or reputation, loss of anticipated savings or loss of turnover or any indirect or consequential loss, even if the Parties have been advised or should have foreseen the possibility of such damages.

6.3. Nothing in this Agreement shall limit or exclude a Party's liability in respect of damages or losses suffered by the other Party arising out of the first party's gross negligence, willful misconduct, fraud, death or injury to persons caused by negligence.

7. COMPLIANCE WITH LAWS

7.1. Each Party is obliged to adhere to all applicable laws and regulations on sanctions and embargos and agrees to regularly obtain information regarding existing embargos and sanctions as well as sanctioned individuals, companies and organizations.

The Parties must not undertake any action that violates applicable laws and regulations and must not get involved and shall undertake all necessary precautionary matters which are necessary to ensure no involvement in the prohibited transactions with any sanctioned individuals, companies and organizations in accordance with applicable laws on sanctions and embargoes.

7.2. Each Party declares and warrants that it is aware of and understands the requirements of the anti-corruption laws which may apply to the respective Party at any given situation throughout the world (hereinunder – "Applicable Anti-Corruption Laws").

Neither Party shall propose, implement, promise to perform or permit both in connection with the operations provided for the purpose of the business relationship between the Parties, any payment of money or the provision of a gift of undue advantage directly or indirectly to:

(i) any Public official or any Political Party (Person); or

(ii) any director, official, employee, representative of the Sub-licensor or to their close relatives;

(iii) any other private person or legal entity, knowing that any part of such payments or transfers will be offered, executed or promised, directly or indirectly, to the persons specified in paragraphs (i) and (ii) stated above.

Each Party undertakes that no payment from one Party to the other shall be used to offer or grant any undue pecuniary advantage of any kind to any officer of any third party in exchange for the signing, or the promise of signing, by such third party of an agreement with the respective Party.

7.3. It is the understanding of both Parties that any violation of clause 7.1 and 7.2 shall be considered a material breach of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All right, title and interest to and all Intellectual Property Rights in the Licensed Software and any other materials or works created by the Licensor and Sub-licensor in relation to the Licensed Software are owned by or licensed to the Sub-licensor and shall remain vested in the Sub-licensor (or its Licensor) at all times and, save for the Sublicence set out in Clause 2.1, the Sub-licensee shall obtain no right, title or interest in or to and no Intellectual Property Rights in the Licensed Software. For the avoidance of doubt, it is clearly understood that all Intellectual Property in respect to the Licensed Software shall remain the exclusive and sole property of Licensor.

8.2. The Sub-licensee understands and accepts that any use or disclosure of the Licensed Software, or their algorithms, protocols or interfaces, other than in strict accordance with this Agreement, shall be a violation of the Sub-licensor's, as a case may be, copyright, patent, trade secret or other rights and may be subject to civil and/or criminal action in multiple jurisdictions.

The Sub-licensee also covenants that at any time during effectiveness of this Agreement and/or after its termination, the Sub-licensee shall not disclose to any other third parties, firm or company, particulars of any Intellectual Property of the Sub-licensor.

8.3. In the event the Parties become aware of a (possible) infringement on the Intellectual Property Rights of Sub-licensor or his agents, they will immediately inform each other thereof. Solely Sub-licensor shall have the right to act against such an infringement. In the event Sub-licensor starts court proceedings to claim damages, the Sub-licensee will have a right to join the proceedings at his own costs to recover his damages, provided that the local laws permit such a joining. The Sub-licensee shall not do anything that might harm the position of the Sub-licensor in such actions and shall give all the reasonable support to such actions, at the expense of the Sub-licensor. The costs of the legal actions taken by the Sub-licensor shall be paid solely by Sub-licensor.

9. CONFIDENTIALITY

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

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

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

9.1.3. upon written demand from the disclosing Party: (i) receiving Party is entitled to return Confidential Information earlier disclosed (and any copies, if earlier provided) or (ii) receiving Party is entitled to confirm to the other Party in writing that it has destroyed earlier obtained Confidential Information.

9.2. This Clause constitutes an on-going and continuing provision of this Agreement and shall survive termination of this Agreement for indefinite time, until the Confidential Information or any its portion has come public domain.

9.3. Each Party hereunder shall procure that all persons associated with either Party, whether as directors, employees, accountants, attorneys or advisers, comply with the provisions of this Clause 9.

9.4. If the receiving Party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt notice of such request or requirement and the receiving Party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially.

9.5. Upon the termination of this Agreement, or upon disclosing Party's earlier request, the receiving Party shall deliver to the disclosing Party all Confidential Information and the disclosing Party's property relating thereto and all tangible embodiments thereof, in receiving Party's possession or control, and shall delete all copies of the information abovementioned.

9.6. Each Party acknowledge that a violation of Section 9 would cause immediate and irreparable harm. Therefore, the harmed Party will be entitled to injunctive relief for the other Party's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other

security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

9.7. In the event that the receiving Party breaches the obligations set out in this Section thereof, such a breach shall be rectified or remedied without delay, but in any event not later than five (5) days after the disclosing Party issues a relevant notice. If a breach is not rectified within the above-mentioned period or such a breach is irreparable, the receiving Party shall indemnify the disclosing Party for direct damages sustained by it as a result of breach of the obligation to preserve the Confidential Information.

10. TERM AND TERMINATION

10.1. This Agreement shall commence on the Effective Date, and shall remain valid for the period of 12 (twelve) months ("**Initial Term**"), unless it is earlier terminated by either Party or duly renewed.

10.2. The Initial Term of this Agreement shall be automatically renewed for the successive 12 (twelve) months ("**Renewal Term**"), unless either Party objects to such renewal with prior written notice of 30 (thirty) calendar days prior to the last calendar date of the relevant Initial or Renewal Term.

10.3. This Agreement may be terminated by either Party at any time by giving the other Party 30 (thirty) calendar days prior written notice.

10.4. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other if it has received a written order or recommendation from any Gaming Authority requiring termination of this Agreement.

10.5. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other if:

10.5.1. the other Party commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy such breach within a period of ten (10) calendar days after being notified in writing to do so;

10.5.2. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

10.5.3. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other Party;

10.5.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

10.5.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

10.5.6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

10.5.7. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

10.5.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

10.5.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 10.5.2 to 10.5.8 (inclusive); or

10.5.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10.6. In case of the existence of the circumstances giving rise to termination in accordance with Clause 10.6 above: (i) Sublicense set out in this Agreement shall automatically terminate; (ii) the Sub-licensor shall with immediate effect deny End Users' access to the Licensed Software; and (iii) the Agreement shall be terminated immediately, provided that (a) all financial obligations are duly paid by both Parties on a pro-rata basis; and (b) all received Confidential Information are duly returned to the Disclosing Party (if earlier provided), or destroyed where the return thereof is not possible.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed and construed in accordance with the laws of England and Wales (the "**Governing Law**").

11.2. Any Dispute shall be referred by any Party to and finally resolved by arbitration in accordance with the Rules of Arbitration (the "**Rules**") of the London Court of International Arbitration (the "**LCIA**") in force at the date of this Agreement, which Rules are deemed to be incorporated by reference to this Clause 11.2. There shall be one arbitrator.

11.3. The seat or place of arbitration shall be London, England. The language of the arbitration shall be English.

11.4. The award of the arbitral tribunal shall be final and binding on the Parties.

12. NOTICES

12.1. Notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed (i) by express courier with verification of actual receipt, and/or (ii) by confirmed e-mail below. All notices shall be sent under the following means of communication (via one or both).

For the attention of Sub-licensor:

E-mail:

business@barbarabang.games

For the attention of Sub-licensee:

E-mail:

payments@betfinal.com
and with copy to
finalenterprises@g-force-corporate-services.com

13. FORCE MAJEURE

13.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by circumstances beyond its reasonable control and which prevent that Party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control (the "Force Majeure Event").



13.2 If a Force Majeure Event continues and so prevents the performance by the affected Party of its obligations hereunder for more than 90 (ninety) calendar days, the other Party shall be entitled to terminate this Agreement immediately by written notice to the other Party.

14. MISCELLANEOUS

14.1. This Agreement shall take effect as from the Effective Date, from which all other arrangements, whether written or oral, express or implied between the Parties relating to the subject matter of this Agreement shall be deemed to have been superseded, cancelled, null and void.

14.2. Neither Party shall assign, novate or otherwise transfer this Agreement and/or rights and obligations hereof whether in whole or in part without the other Party's prior written consent.

14.3. The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other. No relationships of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partners or joint ventures is established hereby between the Parties. Neither Party has the authority to bind the other, nor incur any obligation on its behalf.

14.4. No amendment or waiver of any provision of this Agreement shall be effective or binding on any Party unless reduced to writing by and signed by duly authorized representatives of each Party.

14.5. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

14.6. The Parties have agreed that this Agreement may be electronically signed. The Parties agree that the electronic signature appearing on this Agreement are the same as handwritten signatures for the purpose of validity, enforceability and admissibility. Each Party bears its own costs for execution, signing and preparation of this Agreement.

14.7. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Governing Law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date first written above.

For and on behalf of Sub-licensor:

Name: Eleonora Georgiou

Title: Director



(signature)

Date: 30.06.2026

For and on behalf of Sub-licensee:

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

Title: Corporate Director



(signature)

Date: 26/06/2026

ANNEX 1: LIST OF LICENSED SOFTWARE

The Sub-licensor shall provide the Sub-licensee with the following Software for the Territory:

Name of the Game	Type of the Game
Shiny Fruity Seven 5 Lines	Video Slot Game
Shiny Fruity Seven 5 Lines Deluxe	Video Slot Game
Juicy Fruits 27 Ways	Video Slot Game
Reliquary of Ra	Video Slot Game
Juicy Fruits Morgenstern	Video Slot Game
Shiny Fruity Seven 10 Lines Hold and Collect	Video Slot Game
Juicy Fruits Wild Cold	Video Slot Game
Shiny Fruity Seven 10 Lines Hold and Spin	Video Slot Game
Juicy Fruits Lucky Repeat	Video Slot Game
Shiny Fruity Seven 10 Lines Super Stacked	Video Slot Game
Reliquary of Ra 6 Reels	Video Slot Game
Chinese Gold Hold and Spin	Video Slot Game
Chieftain Buffalo Hold and Spin	Video Slot Game
Reliquary of Ra MegaX	Video Slot Game
Juicy Fruits Sunshine Rich	Video Slot Game
Rich of the Mermaid	Video Slot Game
Blazing Hot Classic	Video Slot Game
20 Super Blazing Hot	Video Slot Game
Riches of the Deep 243 Ways	Video Slot Game
Ultimate Blazing Hot	Video Slot Game
Double Blazing Hot 27 Ways	Video Slot Game
Mad Monkey	Video Slot Game
Dolphin's Blessing	Video Slot Game
Ghost Hunter	Video Slot Game
Stampede Buffalo 4096 Ways	Video Slot Game
Mustang Freedom	Video Slot Game
Reliquary of Ra: Impact of Cleopatra	Video Slot Game
Fruity Cocktails	Video Slot Game
Princess Goddess	Video Slot Game
Primordial Gods	Video Slot Game
Cybergirls	Video Slot Game
Rocket Bang	Instant Game
Prime King: Riches of the Ancient	Video Slot Game
Dead Bride	Video Slot Game
Vikings Wind of Change	Video Slot Game
Christmas Fruity Cocktails	Video Slot Game



Wonder Christmas	Video Slot Game
Jinn Wishmaster	Video Slot Game
Vikings Bring the Thunder	Video Slot Game
Royal Emirates	Video Slot Game
Fruity Coin	Video Slot Game
Admiral	Video Slot Game
Fruity Diamonds Hold and Spin	Video Slot Game
Tale of Nine-Tailed	Video Slot Game
Blackjack BB	Instant Game
Lair of the Serpentine Monster	Video Slot Game
Hit Coins Hold and Spin	Video Slot Game
Diggers Gold Rush	Video Slot Game
Golden Maiden	Video Slot Game
Doodle Crash	Instant Game
Sweet Dream Bonanza	Video Slot Game
Football Scratch BB	Instant Game
Florence Prison	Video Slot Game
Bandit Lady	Video Slot Game
Dragon Knight	Video Slot Game
Reliquary of Ra Scratch BB	Instant Game
Aztec Riches	Video Slot Game
Buffalo Scratch BB	Instant Game
Fruits and Pumpkins	Video Slot Game
Mahjong Treasure	Video Slot Game
Robbed Bank	Video Slot Game
Princess Goddess Scratch BB	Instant Game
Sweet Dream Bonanza Extreme	Video Slot Game
Vampire Survivors	Video Slot Game
Wonder Christmas Scratch BB	Instant Game
Hit Coins 2 Hold and Spin	Video Slot Game
Juicy Fruits Scratch BB	Instant Game
B3 Roulette	Instant Game



For and on behalf of Sub-licensor:

Name: Eleonora Georgiou

Title: Director



(signature)

Date: 30.06.2026

For and on behalf of Sub-licensee:

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

Title: Corporate Director



(signature)

Date: 26/06/2026

ANNEX 2: SERVICE LEVEL AGREEMENT

1. "Issue" means an operational failure or impairment of any Software as categorized in accordance with this Agreement:

a) Critical Issue - Means Software is non-functional or a major portion of the Software is not accessible by a significant number of End Users, including, by way of example, a system outage, critical functionality not available, corruption of data or repeated loss of data, repeated software failures resulting in frequent interruption of service.

b) Medium Level Issue - means (i) any service-affecting incidents having a more than minor impact on Software functions; (ii) general questions, information request or features; (iii) problems requiring additional work to operate and to maintain the Software; (iv) inquiries regarding the abnormal behaviour; or (v) the Sub-licensee inquiries which cannot be solved by the reasonable efforts of the Sub-licensee's support personnel. The Sub-licensor's IT/support teams shall escalate Issues from Low Level to Medium Level at its complete discretion.

c) Low Level Issue - means minor service-affecting incidents having a minor, non-material effect on Software functions and features.

2. The Sub-licensor hereby agrees to provide the Licensee with the support and maintenance services during its business hours (Monday to Friday working days, 9:00 a.m. – 5:00 p.m. CET).

3. The support provided by Sub-licensor includes: remote maintenance services, bug fixes, updates, and upgrades contemporaneous. The support services are limited to issues related to the Software. Maintenance or support in respect of connectivity problems, hardware related issues, damage to data centre infrastructure, DDOS attacks and similar is not the subject matter of this Agreement and will not be included in the support services.

4. Each issue will have an appropriate severity level attributed to it by the Licensee such that that issue is categorized as a Critical Issue, Medium Level Issue, or a Low-Level Issue:

5. The support Services will be provided by the Licensor in accordance with the response times as set out below:

Issue Category	Response
Critical Issues	within four (4) hours from reporting and will commit resources during business hours basis including bank and public holidays until an acceptable resolution is achieved
Medium Level Issues	within three (3) business days from reporting and will commit acceptable resources to ensuring an acceptable resolution is achieved as quickly as is reasonably possible thereafter.
Low Level Issues	within ten (10) business days from reporting and shall inform the Sub-licensee of such plans.

For and on behalf of Sub-licensor:

Name: Eleonora Georgiou

Title: Director



(signature)

Date: 30.06.2026

For and on behalf of Sub-licensee:

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

Title: Corporate Director



(signature)

Date: 26/06/2026

ANNEX 3: EXCLUDED JURISDICTIONS

Legally excluded for the whole validity period of the Agreement:

Afghanistan, Australia, Burma, Belarus, Burundi, Cuba, Democratic Republic of Congo, Central African Republic, China, Eritrea, Ethiopia, Guinea-Bissau, Guatemala, Iran, Iraq, Lebanon, Libya, Mali, Macedonia, Nicaragua, New Zealand, North Korea, Palestinian Territory, Panama, Rwanda, Somalia, Sudan, South Sudan, Syria, Russian Federation, Tunisia, Turkmenistan, United Kingdom, United States of America and its dependent territories, Venezuela, Yemen, Zimbabwe.

Jurisdictions, where the Licensee shall not offer Software without both Licensor and the Licensee holding a relevant local license/authorization of the specific jurisdiction and signing the amendment agreement hereto:

Belgium, Bulgaria, Brazil, Greece, Portugal, Romania, Sweden, Denmark, Netherlands, Peru, Switzerland, Croatia, Czech Republic, Colombia, Italy, Malta (MGA).

