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SOFTWARE LICENSING AND SERVICE AGREEMENT

THIS SOFTWARE LICENSING AND SERVICE AGREEMENT ("Agreement") is entered into on 06-09-2023 (the "**Effective Date**") by and between:

- (1) **N2 Digital Technologies Limited**, a company duly incorporated under the laws of the Isle of Man, registered under the company number 136293C, with registered office situated at The Engine House, Alexandra Road, Castletown, Isle of Man, IM9 1TG (hereinafter referred to as "**N2**"),
- (2) **Deep Dive Tech B.V.**, a company duly incorporated under the laws of **Curacao**, registered under the company number **153083**, with a registered office situated at Abraham de Veerstraat, 9, Curacao (hereinafter referred to as "**Licensee**"),

(1) and (2) above are separately referred to as a "Party" and jointly as the "Parties".

WHEREAS

- (A) N2 operates a technical system to distribute online casino games and has the right to distribute the Games to operators of online casino services.
- (B) The Licensee is the owner of the Websites and is desirous of obtaining a License to the Games for supply of the Games via the N2 Platform to the End Users.
- (C) The Parties have agreed to enter into this Agreement for their mutual benefit for good and valuable consideration, all in accordance with the terms and conditions set out herein.

THEREFORE, THE PARTIES agree as follows:

1. DEFINITIONS

1.1. Unless expressly provided otherwise in this Agreement, the terms have the meaning in this Agreement as set forth:

"Agreement"	means this document including any and all Appendices or Amendments attached or referred to herein as well as any and all later amendments and additions agreed in writing.
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“Amendment”	means an amendment in writing to this Agreement agreed to by both Parties forming an integral part of this Agreement.
“API”	means Application Program Interface, i.e. the communication protocol used for communication between N2 and Licensee.
“Applicable Law”	means all applicable laws, statutes, regulations and codes from time to time in force.
“Branded Games”	means the Games which have a theme or content incorporating or depicting a well-known third-Party brand under a license.
“Business Day”	means any day other than a Saturday, Sunday or a day on which banking institutions in the Isle of Man are authorized or obligated by law to close.
“Confidential Information”	means each agreement, all financial, commercial, technical, operational, organisational, legal, management and other information, data and know-how relating, respectively, to the disclosing party, including details of the disclosing party’s products, assets, networks and data networks, stakeholders, customers, suppliers and employees which may be supplied orally or in writing or in any other form by the disclosing party.
“Control”	means the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: By means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or As a result of any powers conferred by the articles of associate of any other document regulating that or any other body corporate, And a change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it.
“Excluded Territories”	means any jurisdiction listed in Schedule D. For avoidance of doubt, it shall be N2’s sole discretion to include/exclude any jurisdictions in Schedule D upon written notice to the Licensee.
“End User”	means an individual who accesses the Games via the N2 Platform and/or the Websites.
“Fees”	means the License Fee and Technical Distribution Fee and/or any further fees payable under this Agreement.
“Gambling Authority”	means any and all regulatory and licensing bodies, departments, commissions, authorities, boards, officials, tribunals and agencies

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with authority over or responsibility for the regulation of online gambling within any jurisdiction.

“Games”	means those online Standard Games, and any Branded Games and Premium Games, as made available by N2 via the N2 Platform to the Licensee pursuant to this Agreement.
“Gross Gaming Revenue”	means the value of the cash wagers placed on a Game by the Licensee’s End Users less the total winnings as a result of those cash wagers.
“Intellectual Property Rights”	means all patents, source code, utility models, rights to inventions, copyright and related rights, Trademarks and service marks, trade names, business names and domain names, rights in trade dress or get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
“License”	means the software license granted to the Licensee as set forth in Clause 2.1. below.
“License Fee”	means the consideration for the license and services provided by N2 to the Licensee under this Agreement which is payable by the Licensee and is calculated in accordance with the provisions of Clause 5 and Schedule B of this Agreement.
“N2 Platform”	means the combination software and/or hardware (which includes all current releases and Upgrades but excludes other third-Party software) made available to the Licensee by or on behalf of N2 through which N2 aggregates the Games in order to deploy them to a Website through a single distribution channel and including administration and financial processing and monitoring platforms, application programming interfaces, and any instructions, training notes and information, oral or otherwise.

“Premium Games”	means the Games which are part of the Third Party Supplier’s offering and designated as Premium Games by N2 from time to time, and which are charged at a premium License Fee rate.
“Standard Games”	means those casino Games which are part of the Third Party Supplier’s offering and which are not considered as Premium Games or Branded Games.
“Technical Distribution Fee”	means the monthly fees payable by the Licensee to N2 if Licensee uses direct contract and/or agreement for the Supply of the Games with the Third Party Supplier but utilises N2 Platform to technically distribute the Games. The Technical Distribution Fee, where applicable, is further set out in Schedule A of this Agreement.
“TP Supplier License Agreement”	means the agreement between N2 and a Third Party Supplier, pursuant to which N2 makes the Games available to the Operator;
“Third Party Supplier”	means a third-Party developer and/or owner of online gaming products, in general game providers or game provider groups whose Games are available for licensing by N2 to the Licensee through the N2 Platform and listed in Schedule B and/or separately agreed from time to time in writing.
“Trademarks”	means N2’s and/or its Third Party Supplier’s trademarks whether registered or at common law, including but not limited to Game names, logos, slogans and images.
“Upgrade”	means any: (i) change or amendment to, or upgrade or new version of the Platform or the Games; and (ii) any new release of the Platform or the Games.
“Websites”	means the website owned, hosted, and operated by Licensee through which the Games shall be made available to the End Users and are set out in Schedule C; for avoidance of doubt websites can be amended from time to time subject to approval of N2.

2. GRANT OF LICENSE

- 2.1. N2 hereby grants to the Licensee for the duration of, and on the terms of this Agreement, a non-exclusive, world-wide (with the exception of Excluded Territories), non-sublicensable, non-transferrable, revocable license to (i) use the N2 Platform (ii) promote the Games and (iii) enable End Users to access and use each Game via the Websites, subject to the terms and conditions of this Agreement (“**License**”).
- 2.2. For the purpose of Clause 2.1. it is expressly agreed and understood that the Licensee shall make the Games available on the Websites listed in Schedule C. Each additional

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Website not listed in Schedule C as of the date of this Agreement shall be individually approved by N2. The Licensee agrees and accepts that N2 shall have the right to request any documentation relating to the Websites as N2 may determine necessary to approve or disapprove such Website.

- 2.3. N2 only grants to the Licensee the license as specified in Clause 2.1, and does not transfer any right, title or interest to any Games or to the N2 Platform to the Licensee, any End User or any other third Party.
- 2.4. During the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, the Licensee will not approach/entice any Third Party Supplier to start using a direct or indirect integration outside of the N2 Platform. Any such measures shall be considered as a material breach of this Agreement and Licensee shall be obliged to pay an amount of 24x the average License Fee paid hereunder during the 6 months (or the average License Fee paid hereunder during the number of months from the Effective Date if less than 6 months) prior to such incident. The Parties confirm that such payment is reasonable and proportionate to protect N2's legitimate interest in licensing the use of the N2 Platform.

3. Games and N2 Platform

- 3.1. N2 will be entitled at its discretion to cease to make available any Game/s on providing at least thirty (30) days' notice to the Licensee, except that N2 will not be obliged to give any notice where it is required to cease making the Game available due to any (i) Third Party Supplier or TP Supplier Agreement, (ii) on the advice of its legal advisers or (iii) due to any reasonable regulatory concerns or concerns. N2 will have no liability to the Licensee where exercising its rights under this Clause 3.1.
- 3.2. The Licensee shall require N2's prior written consent and sign-off prior to the Licensee launching any advertising or marketing campaigns which relate to any Games.
- 3.3. The Licensee acknowledges that there may be, from time to time, various Games in N2's suite of available Games which the Licensee shall only be entitled to use if the Licensee agrees to additional terms and conditions of use imposed by N2 relating specifically to such Games and/or to different fees to those already agreed. Such additional terms and conditions and/or fees will be made available to the Licensee in writing by means of an amendment to this Agreement.
- 3.4. The Licensee shall not permit any third Party (other than End Users for the sole purpose of playing the Games in accordance with the terms of this Agreement) to use or access the N2 Platform or use the Games without N2's prior written consent.

4. ADDITIONAL GAMES

- 4.1. Subject to the terms and condition of this Agreement, N2 will make available the Games of the Third Party Suppliers listed in Schedule B as of the date of this Agreement.
- 4.2. N2 may exercise the option to introduce further games from an existing or new Third Party Supplier to the N2 Platform at any time during the term of this Agreement provided that, should N2 wish to charge any fees in respect of such games other than as set out in this Agreement, any changes to the fees will be subject to the prior written agreement of the Parties.

5. PAYMENT

- 5.1. In consideration of the grant of rights by N2 under this Agreement, the Licensee agrees to pay the following to N2 in accordance with the remainder of this clause:
 - (a) The License Fee.
 - (b) The Technical Distribution Fee.
- 5.2. N2 will issue a monthly invoice to the Licensee after the end of each month which will set out the License Fee due to N2. The Licensee will be invoiced on the basis of data imported from N2's back office with currency conversion rates as applied by N2's back office systems from time to time. All payments will be due in EUR (or such other currency as agreed between the Parties). Should the Parties agree that the Fees are settled in cryptocurrency, the Licensee will cover the cost of any transaction fees related to such settlement including the fee imposed on N2 resulting due to the exchange of the fee to fiat.
- 5.3. The Licensee will make any payments required under this Agreement, to N2, within thirty (30) days of the date of a valid invoice for such sums, No amount will be considered paid to N2 until received in cleared funds in the bank account that is designated by N2 from time to time in writing.
- 5.4. The Licensee will pay the License Fee free and clear of all set-off, counterclaim, deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law to be made from any payment of the License Fee, the Licensee will be obliged to pay to N2 such sum as will, after the deduction of withholding has been made, leave N2 with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 5.5. Without prejudice to any other right or remedy that it may have, if the Licensee fails to pay N2 any sums by the relevant due date, the Licensee will pay interest on the overdue amount at the rate of five per cent (5%) per annum above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

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- 5.6. In the event that any dispute arises as to any invoice, then such dispute will be resolved between the Parties in good faith. The undisputed amount shall be due in terms of this Agreement. In the event an amicable resolution cannot be reached between the Parties then the figures in N2's systems and records of Gross Gaming Revenue will be deemed definitive.
- 5.7. Any invoice issued by N2 to the Licensee may only be disputed within ten (10) days of the issuance of such invoice. Thereafter, the invoice shall not be subject to any variation, modification, or dispute whatsoever.

6. COMPLIANCE

- 6.1. The Licensee will maintain all necessary licenses in relation to enabling End Users to access the Games in accordance with the terms of this Agreement. In addition, the Licensee will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law.
- 6.2. N2 will maintain all necessary licenses to enable it to supply the Licensee with the Games for deployment in accordance with the terms of this Agreement. In addition, N2 will exercise its rights and perform its obligations under this Agreement in accordance with Applicable Law.
- 6.3. The Licensee undertakes not to use the N2 Platform or the Games, or any part of the N2 Platform or the Games, to take or to facilitate the taking of any real money wager from any End User who, at the time of making the wager, is located in an Excluded Territory.
- 6.4. N2 may, upon written notice, to the Licensee, require the Licensee to cease taking wagers from End Users located in any territory, particularly in Excluded Territories (such as, without limitation, a country, state, or province) if N2 reasonably believes that taking such wagers is likely to be illegal, or the licensing of the N2 Platform or the Games for play by End Users in such areas is likely to be illegal.
- 6.5. N2 has the right to conduct KYC and due diligence inquiries and investigations on the Licensee. The Licensee has the obligation and responsibility to carry out KYC inquiries and due diligence on its End Users as per the terms of its gaming license.
- 6.6. The Licensee shall be responsible for maintaining strict controls to prevent and mitigate any effects of exploitative, fraudulent or any kind of bad faith use of the N2 Platform and the Games. The Licensee acknowledges and shall clearly set out in the form of binding and enforceable End User agreements that any error or malfunction in the N2 Platform and/or the Games voids all winnings.
- 6.7. The Parties will co-operate with one another to provide each other with information sufficient to enable either Party to work with any applicable Gambling Authority in an open and co-operative way and to inform them of any matters that they would reasonably need

to be aware of in exercising its regulatory functions including, in particular, any matters that could have a material impact on a Party's business or on its ability to conduct its business in a manner compliant with and consistent with all Applicable Law.

- 6.8. Each Party will inform the other, immediately of any changes in ownership or Control and of any change in its organisation or method of doing business which might affect either Party's performance its duties in this Agreement.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1. Each Party warrants and represents that it has full power and authority to enter into this Agreement and to fulfil its obligations hereunder and that the performance of the terms of this Agreement will not breach any separate agreement by which such Party is bound.
- 7.2. N2 warrants, represents, and undertakes that:
- 7.2.1. it has the right to license the N2 Platform and Games to the Licensee in accordance with this Agreement;
- 7.2.2. the Games included in the N2 Platform are based on commonly used industry standards existing on the date of release of the respective game software or the date of the most recent update;
- 7.2.3. it will use any measures technically reasonable to ensure that the N2 Platform does not contain any harmful components which have the potential to impair or prevent its operation.
- 7.3. The Licensee represents, warrants and undertakes, except as expressly permitted by this Agreement or authorised in writing by N2, that Licensee will not, nor permit others, directly or indirectly to:
- 7.3.1 copy, modify, translate, convert or create derivative works from any Game or the N2 Platform, any part of them, or any adaptation, transcription, or merged portion of them except with the prior written consent of N2;
- 7.3.2 reverse engineer, disassemble, decompile or in any other manner decode any Game or the N2 Platform or any part of them, except to the extent that the foregoing acts are permitted by Applicable Law;
- 7.3.3 remove any copyright, proprietary or similar notices from any Game or N2 Platform or any part thereof (or any copies thereof); and/or
- 7.3.4 use any Game or the N2 Platform in a manner other than agreed by the parties under this Agreement.
- 7.3.5 in connection or association with any Games or the N2 Platform, make available content which is illegal, which discriminates on the grounds of race, religion, gender, sexuality or

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otherwise, or which depicts violence or sexual force, and not to do anything that will damage the good name and reputation of N2 and or a Third Party Supplier.

- 7.4 The Licensee acknowledges that the N2 Platform and Games are software based and will not run error free or without interruption. N2 takes all reasonable precautions against software errors and bugs, but it does not warrant that the N2 Platform will meet any special requirements of condition, quality, performance, merchantability, or fitness for purpose of the Licensee, or that the N2 Platform or any software provided to the Licensee by N2, will generate particular revenues or profits in use by the Licensee.

8. INTELLECTUAL PROPERTY

- 8.1 The Licensee acknowledges that all Intellectual Property Rights in relation to each of the Games and the N2 Platform belong and will belong to or be licensed to N2, and the Licensee will have no rights in or to any Game or the N2 Platform other than as provided in this Agreement. Without limiting the foregoing, all developments, additions, enhancements, improvements or derivatives of any of the Games or the N2 Platform will be deemed to constitute part of the Games or the N2 Platform and will be the sole and exclusive property of N2 and/or the Third Party Supplier, as applicable, subject to the licenses set out herein.
- 8.2 The Licensee will take all such steps as N2 may reasonably require to assist N2 in maintaining the validity and enforceability of the Intellectual Property Rights of N2 during the term of this Agreement.
- 8.3 The Licensee will use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Games and the N2 Platform and will promptly give notice in writing to N2 in the event that it becomes aware of:
- 8.3.1. any infringement or suspected infringement of any of the Games or the N2 Platform; or
 - 8.3.2. any claim that the use of or access to any Game or the N2 Platform (and any component thereof) infringes the rights of any third Party.
 - 8.3.3. In addition to any other remedies available to N2 at law or in equity, N2 will have the right to immediately suspend access to all or any of the Games and/or the N2 Platform if deemed reasonably necessary by N2 to prevent any harm to N2 or a Third Party Supplier's business.
- 8.4 N2 undertakes at its own expense to defend the Licensee or, at the N2's option, settle any claim or action brought against the Licensee alleging that the possession or use of any Game or the N2 Platform (or any part thereof) in accordance with the terms of this

Agreement infringes the Intellectual Property Rights of a third Party (**Claim**) and will be responsible for any losses finally awarded against the Licensee by a court of relevant jurisdiction as a result of or in connection with any such Claim. For the avoidance of doubt, this clause will not apply where the Claim in question is attributable to:

- 8.4.1 the possession or use of the Game or the N2 Platform (or any part thereof) by the Licensee, any End User or any third Party other than in accordance with the terms of this Agreement;
- 8.4.2 use of the Game or the N2 Platform in combination with any hardware or software not supplied or specified N2 if the infringement would have been avoided by the use of the Game or the N2 Platform not so combined;
- 8.4.3 modification of the Game or the N2 Platform by the Licensee, any End User or any third Party if the infringement would have been avoided by the use of the Game or the N2 Platform not so modified; or
- 8.4.4 use of a non-current release of the Game or the N2 Platform.
- 8.5 If any third Party makes a Claim, or notifies an intention to make a Claim against the Licensee, N2's obligations under Clause 8.4 are conditional on the Licensee:
 - 8.5.1 as soon as reasonably practicable, but no later than two (2) Business Days from the day the Licensee becomes aware of such Claim or intention to make such Claim, giving written notice of the Claim to N2, specifying the nature of the Claim in reasonable detail;
 - 8.5.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of N2 (such consent not to be unreasonably conditioned, withheld or delayed);
 - 8.5.3 giving N2 and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable N2 and its professional advisers to examine them and to take copies (at N2's expense) for the purpose of assessing the Claim; and
 - 8.5.4 taking such action as N2 may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.6 If any Claim is made the Licensee will take reasonable steps to mitigate the effects of such Claim.
- 8.7 If any Claim is made, or in N2's reasonable opinion is likely to be made, against the Licensee, N2 may at its sole option and expense:
 - 8.7.1 procure for the Licensee the right to continue to use the Game or the N2 Platform (or any part thereof) in accordance with the terms of this Agreement;
 - 8.7.2 modify the Game of the N2 Platform so that it ceases to be infringing;
 - 8.7.3 replace the Game with a non-infringing Game; or

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- 8.7.4 terminate this Agreement immediately by notice in writing to the Licensee
- 8.8 The above clauses constitute the Licensee's sole and exclusive remedy and N2's only liability in respect of Claims.

9 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 9.1 Each Party will, during the term of this Agreement and thereafter, keep confidential and not use for its own purposes (other than for the implementation of this Agreement) nor without the prior written consent of the other Party disclose to any third Party (except its professional advisers or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Group, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a third Party. Each Party will use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 9.2 The Parties agree that no announcement will be made concerning the existence of, or matters covered by, this Agreement, unless required by law or a competent regulatory authority, until a mutually agreed joint announcement is prepared and released.
- 9.3 The restrictions in Clauses 9.1 and 9.2 will continue to apply without limit of time after the termination or expiry of this Agreement for any reason.

10 TERM AND TERMINATION

- 10.1 This Agreement shall commence on the Effective Date for a period of thirty-six (36) months ("**Initial Period**") and continue thereafter for additional periods of twelve (12) months each ("**Renewal Period**"), unless and until either Party provides the other Party with written notice of termination at least ninety (90) days prior to the expiry of either the Initial Period or the then current Renewal Period (as applicable), such notice to expire at the end of the Initial Period or the relevant Renewal Period, as the case may be. The Initial Period and, as applicable, each Renewal Period are referred to collectively as the Term.
- 10.2 N2 shall have the right to partially terminate the License granted to the Licensee in relation to particular Website and the Licensee shall disconnect such particular Website

immediately upon receipt of the notification from N2 of its request to terminate the License for any particular Websites.

- 10.3 N2 shall have the right to immediately terminate this Agreement in case the Licensee is in breach of Clause 6.4.
- 10.4 Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:
 - 10.4.1 commits a material breach of this Agreement (including non-payment of Fees) and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
 - 10.4.2 persistently breaches this Agreement in a way that such persistent breaches amount to a material breach of this Agreement;
 - 10.4.3 the Agreement jeopardises either Party's ability to maintain gaming licenses or is required to do so for any reason by any regulator or governing body or if there is a change in Applicable Law which would require either Party to reorganise its commercial and/or commercial structure; or
- 10.5 if the operations of the other Party have or threatens to have a negative effect on the business or on any of the brands of the terminating Party or any other company pertaining to the same group of companies as the terminating Party (or to a Third Party Supplier in case the terminating Party is N2).
- 10.6 N2 may, at its sole discretion immediately suspend access to the Games and/or the N2 Platform until further notice on notifying the Licensee in the event N2 is entitled to terminate this Agreement, the continued supply of the Games or N2 Platform presents an immediate threat of the violation of Applicable or in the case of non-payment of Fees due by the Licensee.

11 EFFECT OF TERMINATION

- 11.1 Upon termination of this Agreement for any reason:
 - 11.1.1 Each Party must promptly, and in any event not later than thirty (30) days after termination, return to the other Party all property and Confidential Information belonging to the other and relating to this Agreement, in all forms, or to the extent such return is not reasonably practical, destroy or delete completely the foregoing and certify in writing to the other Party that it has been destroyed;
 - 11.1.2 all rights granted to the Licensee under this Agreement will cease including, in particular, the License granted;
 - 11.1.3 the Licensee will cease providing the Games and using the N2 Platform;
 - 11.1.4 the Licensee will, and procure that End Users will, cease all activities authorised by this Agreement;

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- 11.1.5 the Licensee will, within seven (7) days, pay to N2 any sums due to N2 under this Agreement.
- 11.1.6 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement will remain in full force and effect (including, without limitation, Clauses 2.4, 5, 8.1, 9, 11, 12)
- 11.2 Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

12 **LIABILITY**

- 12.1. THE N2 PLATFORM AND ANY FURTHER SERVICES PROVIDED FOR THE USE OF THE LICENSEE UNDER THIS AGREEMENT SHALL BE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LACK OF VIRUSES OR FREEDOM FROM INFRINGEMENT. FURTHERMORE, THE LICENSEE ACKNOWLEDGES THAT THERE IS NO WARRANTY THAT THE SOFTWARE WILL BE COMPLETELY ERROR FREE AND RUN WITHOUT ERRORS.
- 12.2. Neither Party shall under any circumstances have any liability for any losses which may be suffered by the other Party (or any person claiming under or through the Licensee) whether the same arise in contract, tort (including negligence), breach of statutory duty, or otherwise which fall within any of the following categories:
- a) Loss of profits;
 - b) Loss of anticipated savings;
 - c) Loss of revenue;
 - d) Loss of business opportunity;
 - e) Loss of use or corruption of software, data or information;
 - f) Loss of goodwill and/or any reputational damage;
 - g) Loss or corruption of data; or
 - h) Any special, indirect or consequential loss (even if the Party was aware of the circumstances in which such special, indirect or consequential loss could arise)..

12.3. Without prejudice to Clause 12.1. and 12.2. either Party's total aggregate liability under this Agreement and that of its directors, officers, employees, consultants, and group companies, howsoever it should arise, will in no circumstances whatsoever exceed the amount of one hundred thousand euros (€100,000).

12.4. Nothing in this Agreement limits or excludes the liability of either Party:

12.4.1. for death or personal injury caused by that Party's negligence;

12.4.2. fraud and/ or fraudulent misrepresentation;

12.4.3. gross negligence; or

12.4.4. wilful misconduct.

13 SERVICE LEVELS AND SUPPORT

13.1 N2 will use commercially reasonable endeavours to provide the Licensee with technical back-up and support in respect of the Games and the N2 Platform **(Maintenance Services)**.

13.2 The Maintenance Services will include N2 and/or a third party procured by N2 supplying such updates or new releases to the Games and N2 Platform as such updates or new releases become generally commercially available. The Licensee will not be entitled to reject any such update or new release.

13.3 N2 will be entitled to suspend all or any Games or the N2 Platform at any time in order to perform Maintenance Services but will use commercially reasonable endeavours to provide notice of any such suspension except where it deems, in its reasonable opinion, that emergency or urgent maintenance is required.

13.4 As between N2 and the Licensee, the Licensee will be solely responsible for providing support to End Users and any other users accessing the Games directly or indirectly through the Licensee (including, but not limited to, the handling of all End User queries or complaints). Under no circumstances may the Licensee provide contact information for N2 to any End User or other third Party without N2's express prior written consent.

13.5 N2 will be entitled, upon notice to the Licensee, to gain access to the Licensee's premises, systems and facilities as may be necessary for N2 to provide the Maintenance Services to the Licensee.

13.6 The Licensee will promptly provide N2 with all reasonable assistance, co-operation and any information in the Licensee's knowledge, possession or control that N2 reasonably requires to enable N2 to perform its obligations under this Agreement.

14 NOTICES

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- 14.1 Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other Party as follows:

To N2 at:

The Engine House, Alexandra Road, Castletown, Isle of Man, IM9 1TG

Email: sales@n2.games

legal@n2.games

To the Licensee at:

Abraham de Veerstraat, 9, Curacao

Email: info@redraven.com

- 14.2 All notices under or in connection with this Agreement shall be in writing in English language and shall be delivered personally or sent by mail, email or fax to the Party due to receive the notice or communication at its address set out under the Clause 14.1 or such other address as either Party may specify by notice in writing to the other.
- 14.3 Notices sent as above shall be deemed received upon the actual delivery to the recipient addressed to the Parties at their respective addresses as stated above or at such other addresses as may be specified from time to time by notice. Notice sent by e-mail shall be deemed received by 9am on the next Business Day, provided that no circumstances indicate otherwise.

15 MISCELLANEOUS

- 15.1 Each Party hereby undertakes to comply with any applicable Data Protection and privacy requirements and any applicable legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.
- 15.2 This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence and negotiations relating to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement, it does not rely on any statement, representation or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the Parties unless made by a written instrument.

- 15.3 This Agreement may be executed in any number of identical counterparts with the same effect as if all Parties hereto all had signed the same document.
- 15.4 Licensee shall require prior written consent from N2 to issue press releases or make public statement in respect to the Agreement.
- 15.5 This Agreement is personal to the Licensee and the Licensee is not entitled to assign, transfer, mortgage, charge, create a trust over, subcontract or deal in any other manner with any of its rights, benefits and obligations under this Agreement (or purport to do so) unless N2 provides written consent, such consent not to be unreasonably withheld. N2 is entitled to assign, novate, transfer, mortgage, charge, create a trust over, subcontract or otherwise deal in all or any part of its rights, benefits or obligations under this Agreement to a member of N2's group, without the consent of the Licensee, but N2 must provide written notice of any such assignment, novation, transfer, mortgage, charge, trust or subcontract to the Licensee.
- 15.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16 FORCE MAJEURE

- 16.1 Neither party is to be liable to the other for delay or failure to perform any obligation under this Agreement to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control (such event being **Force Majeure**), which will include without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of N2 or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, but will exclude the inability to meet financial obligations.
- 16.2 In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.

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- 16.3 A Party becoming aware of any Force Majeure must promptly notify the other Party in writing of the relevant facts and any likely delay or other effect, and both Parties will use their reasonable endeavours to mitigate the effects of the Force Majeure.
- 16.4 If Force Majeure continues for twelve (12) successive weeks, either Party may terminate this Agreement by giving fourteen (14) days' prior written notice to the affected Party.

17 APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1 This Agreement and any Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with Manx Law.
- 17.2 Each party irrevocably agrees that the courts of the Isle of Man will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

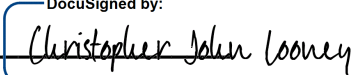
This Agreement has been signed in two counterparts.

For and on behalf of

N2 06-09-2023

Date:

DocuSigned by:



Name: Christopher John Looney

Position:

For and on behalf of

Licensee

Date:

30/08/2023

Name: Christiana Georgiou

Position: Director



SCHEDULE A

Fees

1. License Fee and General Rules Applicable to the Games

The License Fee payable by the Licensee to N2 for the use of the Games from each Third Party Supplier set out in SCHEDULE B are based on the monthly Gross Gaming Revenue generated from the use of the respective Games via the respective Websites.

General Rules Applicable to the Games

- The Gross Gaming Revenue (“**GGR**”) generated via the supply of the Games of a Third Party Supplier will be separate from the Gross Gaming Revenue generated via the Games of another Third Party Supplier for the purposes of calculating the License Fee. For the avoidance of doubt, The GGR generated via the supply of the Games of a Third Party Supplier will not be set off against the Gross Gaming Revenue generated via the supply of the Games of any other Third Party Supplier.
- The Gross Gaming Revenue generated via the supply of the Games of a Third Party Supplier shall be charged at the rate indicated in Schedule B for the particular Third Party Supplier.
- If upon calculation of the Gross Gaming Revenue generated via the supply of the Games of a Third Party Supplier, a loss is determined, the Licensee will be solely responsible for any such losses and the amount payable to N2 in respect of the supply of the Games of that particular Third Party Supplier only will be zero.
- If the GGR for any particular Third Party Supplier in a month is a negative amount, that negative amount may not be carried over to a subsequent month.
- There will be no deductions from the Gross Gaming Revenue whatsoever for the purposes of calculation of the License Fee and any tax and gaming duty will be payable by the Licensee (as applicable).
- The Gross Gaming Revenue generated via Branded Games of a particular Third Party Supplier will be treated separately from the Gross Gaming Revenue generated via the other Games of the same Third Party Supplier.
- The Gross Gaming Revenue generated via Premium Games of a particular Third Party Supplier will be treated separately from the Gross Gaming Revenue generated via the Standard Games and Branded Games of the same Third Party Supplier.

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2. Technical Distribution Fee

- The Technical Distribution Fee shall be 1.5% of the GGR of each Third Party Supplier.
- In case of negative GGR for a Third Party Supplier, that specific Technical Distribution Fee shall be zero.

SCHEDULE B
License Fees for Games

Third Party Supplier	Games	License Fee	
UGC	UGC Standard Games	GGR generated via UGC Standard Games	8.5% of GGR
	UGC Premium Games are all the versions of the following Games: • 'Book of Ra' • Sizzling Hot • 'Lucky Lady's Charm'	GGR generated via UGC Premium Games	11% of GGR
	The Licensee Fee, for the first ninety (90) days as from the launch date of the UGC Games, shall be reduced by 1%. Therefore, only for such ninety (90)-day period, the License Fee for UGC Standard Games shall be 7.5% of GGR generated via UGC Standard Games, and the License Fee for UGC Premium Games shall be 10% of GGR generated via UGC Premium Games.		

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SCHEDULE C

Websites

www.playboom.com

www.wettenlive.com

www.freedomcasino.com

SCHEDULE D
Excluded Territories

Australia

Austria

Canada

Estonia

Ireland

Switzerland

United States of America