

SOFTWARE LICENSE AGREEMENT No BB-24-398

THIS AGREEMENT has been entered into as of June 5, 2024

BETWEEN

Bromston Associates Ltd, a company incorporated under the laws of Cyprus, with registration number HE 381328, having its principal office located at Zakyntou, 10 Flat/Office 101, 1040, Nicosia, Cyprus (hereinafter, "Licensor"),

AND

Moonlight N.V., a company incorporated under the laws of Curaçao, with registration number 143585, having its principal office located at Dr. M.J. Hugenholtzweg 25 Unit 11 (hereinafter, "Licensee"),

Licensor and Licensee are each individually referred to as a "Party" and collectively as the "Parties".

Background

Whereas:

- i. Licensor has developed and continues developing the Licensor Platform, and has entered into license and other agreements with respect to GSP Software or other third-party software to be incorporated on the Licensor Platform;
- ii. Licensee and/or Gaming License Holder (if applicable) operate, manage and maintain the respective Gaming Services;
- iii. Licensee and/or Gaming License Holder wish to utilize the Licensor Platform, GSP Software in the Gaming Services; and
- iv. Licensor shall be responsible for ensuring access to the Licensed Software for the duration of and subject to the provisions of this Agreement;
- v. Licensee shall be responsible for proper execution of this agreement by Licensee and/or Gaming License Holder (if applicable).

The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the **General Terms and Conditions (GT&C)** and **Special Terms and Conditions (ST&C)** set out herein. GT&C and ST&C along with any annexes and amendments thereto comprise this Agreement.

[CONTINUED ON THE NEXT PAGE]

GENERAL TERMS AND CONDITIONS (“GT&C”)
TO THE AGREEMENT No. BB-24-398 dated June 5, 2024 (“Agreement”).

1. Terms and Definitions

As used in this GT&C, the following terms have the meanings set forth below:

“Account Manager” means the Licensor’s contact point for the Licensee, as notified by Licensor to Licensee at any time;

“Agreement” means this written Agreement including any appendix or amendment hereto as may be adopted by and between the Parties in terms hereof;

“Associated Companies” means other companies that are connected, directly or indirectly, to Licensor, the Licensee and/or Gaming License Holder, and/or the GSPs (as applicable) via either upward or downward majority ownership, e.g., having a joint owner;

“Confidential Information” means confidential and/or proprietary information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of this Agreement;

“Delivery Date” means a date at which (excluding the items marked with an* are not integrated into production at the Licensor Platform at the time of writing), the License is delivered to the Licensee in such a manner as reasonably required to enable the Licensee to Launch access to the Licensor Platform and GSP Software.

“First Line Support” means the support provided to Players by the Licensee and/or Gaming License Holder via telephone, e-mail or instant chat relating to technical and functional matters pertaining to the Players’ use of the access to the Licensor Platform and GSP Software;

“Gaming License Holder” means Licensee or any third party (by virtue of signing this Agreement or separate accession agreement with Licensor), who has valid gaming license issued by a competent licensing authority to provide Gaming Services to Players and, for this purpose, utilizes the License according to the conditions of this Agreement. Reference to any Licensee’s obligations in these GT&C shall also mean reference to Gaming License Holder’s obligations unless specifically provided herein. Reference to any Licensor’s obligations shall mean reference only to Licensor’s obligations towards Licensee and not the Gaming License Holder.

“Gaming Software Providers (GSPs)” means the developers and providers of the GSP Software (and their Associated Companies). GSPs shall be contracted by Licensor;

“GSP Software” means Software belonging to GSPs and licensed by the Licensor from GSP, and incorporated on the Licensor Platform.

“Intellectual Property” and **“Intellectual Property Rights”** means all intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, relating to the Marks, the Software and/or any other intellectual property belonging to the Parties and/or the GSPs;

“Launch” means the first day of public availability of the access to the Licensor Platform and GSP Software on Gaming Services whereby Players may wage real money;

“License” means revocable, non-exclusive and non-transferable license to access and to use the Licensor Platform including revocable, non-exclusive and non-transferable sub-license of incorporated GSP Software and other third-party Software on the Licensor Platform;

“Licensed Software” means the Licensor Platform, GSP Software and other third-party Software incorporated on the Licensor Platform as listed in the Special Terms and Conditions (ST&C), which are delivered to the Licensee under the License according to this Agreement;

“Marks” means the logo and the words pertaining to the business of the Parties and/or the GSPs;

“Licensee Platform” means the hardware and Software belonging to the Licensee (or a third party contracted by the Licensee) built to run and support the Access to the Licensed Software in order to provide Gaming Services to Players;

“Gaming Services” means any access service offered by Licensee and/or Gaming License Holder used for the purpose of integration, use and display of the Access to the Licensed Software, irrespective of the medium or electronic communications network over which the said access service is provided;

“Player” means an end-user introduced to the Access to the Licensed Software via the Gaming Services;

“Player Data” means any and all data submitted by the Player on the Gaming Services and collected, compiled and stored by the Licensee for the purpose of processing transactions due to a Player’s use of the Access to the Licensed Software;

“Licensor” means Licensor and its Associated Companies;

“Access to the Licensed Software” means the possibility to use and utilize the Licensed Software according to the License provided under this Agreement, provided that such access may be varied by the GSPs at their sole discretion from time to time;

“Licensor Platform” means the platform developed, owned, licensed or hosted by the Licensor (as applicable) – except for portions thereof consisting of or incorporating GSPs software or other third party software via which the Access to Licensed Software is made available to the Licensee.

“Production Environment” means the setting where real money play is possible;

“Software” means any proprietary software belonging to Licensee and/or the GSPs used for the purpose of providing the Access to the Licensed Software;

The headings and sub-headings are for convenience only and shall not affect the construction of this Agreement. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person. The words "other", "include" and "including" do not connote limitation in any way.

2. Licensed Software

Licensor shall grant License to the Licensee to use the Licensed Software on the conditions listed in these GT&C and Special Terms and Conditions (ST&C).

3. Licensee’s and/or Gaming License Holder’s Obligations

Licensee and/or Gaming License Holder shall:

- (i) be responsible for attracting new Players for the purpose of using the Access to the Licensed Software and assist Players with registration for the use of the Licensed Software via the Gaming Services;
- (ii) maintain a valid gaming license for the Gaming Services at all times. Validity of this Agreement is subject to valid gaming license issued to Licensee by a competent licensing authority;
- (iii) at all times be compliant with all requirements and criteria determined by any GSP or licensing authority who issued the relevant gaming license;
- (iv) implement new requirements or criteria issued by any GSP in the time period determined by the Licensor - non-compliance with this clause shall be cause of suspension or termination of Access to the Licensed Software or access to any GSP Software upon Licensor’s decision being made on sole discretion of the Licensor without any liability to Licensee and/or Gaming License Holder caused by such changes and actions.
- (v) within period denoted in respective notice provide Licensor with any due diligence documentation as requested by Licensor;

- (vi) immediately provide Licensor with prior written notice regarding any changes to due diligence information provided, any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; if the Licensee is required to cease the business relationship with Licensor or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; if a relevant gaming license/s has been issued, suspended or repealed for the Licensee or any of its related companies; and any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to Licensor within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by Licensor.
- (vii) advise Licensor when there is a change to the domain names of websites or additional websites for using Licensed Software as specified in the ST&C.
- (viii) use the Licensed Software outside Restricted territories mentioned in GT&C.

4. Licensor's Obligations

Licensor undertakes towards the Licensee to:

- (i) undertake all necessary arrangements for the proper implementation of the Licensed Software into the Licensee Platform;
- (ii) ensure access to and operation of the Licensed Software subject to the applicable provisions and for the duration of the term of this Agreement.

5. Ownership and Intellectual Property

- (i) All rights and interest in the Intellectual Property and the Licensed Software, and all documentation, code and logic, which describes or comprises them, shall remain the sole property of the Party, GSP and/or any third party which owns them.
- (ii) All rights and interest in the Player Data remains the property of the Licensee. Licensor and/or the GSPs may retain encrypted copies of the Player Database as it shall be obliged to do in terms of any applicable laws.
- (iii) The Parties grant each other a revocable, non-exclusive and non-transferable world-wide right to incorporate the Marks into the Gaming Services and into their marketing material. Upon Licensor's request, Licensee and/or Gaming License Holder shall incorporate Licensor's logo with a hyperlink into the footnote of any website (domain) using Licensed Software. Licensor is entitled to revoke the license provided under this clause in whole or in part upon 5 (five) days prior written notice.
- (iv) Licensor and/or the GSPs may freely use any suggestions and improvements related to the Licensed Software that Licensee communicates in connection with this Agreement. In the event that Intellectual Property Rights in the Licensed Software shall be deemed to vest to any extent in the Licensee, the latter hereby grants the GSPs an unrestricted, irrevocable, world-wide and royalty-free license, without warranty of any kind, to include them in the GSPs product or service offerings. The GSPs shall also be entitled to modify and further develop such suggestions and improvements.
- (v) The Licensed Software is owned by the Licensor and/or GSPs (as applicable) and is protected by copyright laws and international treaty provisions. The Licensee may not use, copy, modify, rent, disassemble, decompile, reverse engineer, create derivative works from, or transfer the Licensed Software, or any copy, modification, or merged portion thereof, in whole or in part, except as expressly provided for in this Agreement. The Licensee may not sublicense, assign or transfer this License or the Licensed Software except as expressly provided for in this Agreement. This License will automatically terminate if the Licensee transfer possession of any copy of the Software to any other party. This section will survive any termination of this Agreement.

6. Development and Maintenance

(i) Licensor and/or the GSPs shall be responsible for a reasonable amount of development and maintenance of the Licensed Software, provided that any such development and maintenance shall be undertaken at their sole and absolute discretion. Licensee acknowledges that development and maintenance may not be scheduled according to specific requests of Licensee. In the event that such development and maintenance occur, Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by Licensor for the successful execution of such development and maintenance.

(ii) Licensor shall cause each of the respective GSPs to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill diligence and precautions are exercised to minimise, reduce and prevent the risks of unnecessary and/or prolonged downtime, inconvenience to Players and any error and/or malfunction in the Licensed Software.

7. Disrupted Service

The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the Access to the Licensed Software provided to the Players can be temporarily disrupted. Licensor shall use reasonable endeavours to ensure that each of the respective GSPs shall take all the required actions and measures in order to reduce to the minimum such disruption. Licensee acknowledges and accepts that neither Licensor and/or the GSPs nor any of their respective members, shareholders, directors, officers, employees or representatives will be liable to Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings, in connection with these temporary disruptions. Licensor shall uphold service according to the attached "Service Level Agreement".

8. Advertising

- (i) Licensee shall bear all costs and expenses incurred in connection with any action it shall take in relation to the advertising, marketing and promotion of the Licensor Services. Advertising shall comply with any applicable advertising rules and regulations and shall not include materials that are in material breach of intellectual property rights. Advertising materials require Licensor's prior approval. Licensor is entitled to issue marketing and advertising terms and conditions based on instructions received or determined by GSP(s), such terms and conditions being binding to the Licensee. Non-compliance of such terms and conditions may be cause of immediate termination of this Agreement or suspension of Access to the Licensed Software and/or any GSP Software without any obligation to remedy any damage thus caused.
- (ii) The Licensee shall not advertise and/or promote including, but not limited to any of the following goods and/or services and/or any goods and/or services that shall be deemed to be prohibited by law: Counterfeit currency, coins and stamps; Drugs and drug paraphernalia, narcotic or drug-like substances, legal substances formulas and descriptions; firearms, weapons, guns, knives, pepper spray, replicas and stun guns; government documents, IDs, licenses, uniform and other goods or any police items; Dangerous and hazardous goods, perishable or restricted items (for example explosives, radioactive materials, toxic substances, batteries, fireworks, Freon); Items, encouraging illegal activity or links to items, promoting others to engage in illegal activity; Offensive Material (items that promote or glorify hatred, violence, racial or religious intolerance, nazi memorabilia, offensive goods or materials); Prescription drugs, pills, medications and their components; Prohibited items (Merchants are not allowed to sell or require illegal or sexual services); Pornography, child pornography and other sexually suggestive materials involving minors; escort or prostitution services.

9. Professional Services

Licensor may provide professional services resources to Licensee per separate agreement. Such resources shall be requested minimum two weeks in advance to allow planning and would be provided based on below rate

card. Licensor reserves the right to revise these prices on an annual basis but the difference shall not exceed more than 10%.

- Solution Architect 150 Euro per hour
- Developer 100 Euro per hour
- Graphical Designer 100 Euro per hour

The Parties will agree on specifications of tasks in writing (email being sufficient) after which Licensor will provide a quote for the completion of the task as specified, including project management, testing, and deployment to production. Licensor is entitled to request advance payments.

10. Confidentiality

Commencing on the date of signature of this Agreement and for a period of five (5) years from the termination of this Agreement, the Parties shall not reveal Confidential Information of the other Party nor use such Confidential Information otherwise than for the purposes set out in this Agreement. The Parties shall take all necessary precautions reasonably foreseen to prevent unauthorized disclosure or use of such confidential information by employees, agents, sub-contractors or other intermediaries. For the avoidance of doubt, all information not commonly known or available in the public domain shall be considered Confidential Information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; or (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; or (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, provided that the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimise such disclosure and shall notify the other party contemporaneously of such disclosure, or (vi) unless the information is disclosed by the Party to a court or other forum of dispute resolution, or a third party in order to defend the disclosing Party's legal rights or due to breach of this Agreement of the other Party.

11. Responsibility

	Licensor	Licensee
Configuration, Set-up & Integration		
Hardware Set-up and Configuration	X	X
Licensed Software configuration, set-up & installation	X	
Solution Acceptance testing and verification		X
Integration with any potential surrounding business systems e.g. Licensee mgmt system, CRM system, financial reporting system, if specified in product description	X	X
Ongoing Operation		
System Hosting	X	X
1st Line Customer Support		X
2nd Line Technical Support	X	
Marketing and Promotion activities		X
Payment Management		X
Fraud Control		X

12. Term

This Agreement shall enter into force when duly signed by the Parties and shall remain in force for a starting period of 12 months from Launch (hereafter the “Start Period”). Following the expiration of the Start Period the term of this Agreement shall thereafter be prolonged for additional periods of 12 months each as long as necessary unless terminated in writing by either Party by providing a 4 (four) month written notice of termination to the other Party. In the event that the Licensee decides to terminate the Agreement prior to the above specified term, the Licensee shall continue to be responsible for payment of the monthly fixed fees and minimum fees for the Licensor Services until the end of the notice period, and Licensor further reserves the right to apply any early termination charges applicable.

The Parties agree that GSP under the brand name “Evolution” shall remain in force for a minimum period of 12 (twelve) month starting from Launch of respective GSP. The Licensee has right to request the termination of provision of license of GSP under brand name “Evolution” by providing the Licensor with a 4 (four) month written notice of termination.

13. Termination for Cause

(i) A Party may terminate this Agreement immediately, if:

- (1) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within fourteen (14) days following written notice of the breach, cease to be in breach; or
- (2) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement; or
- (3) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to gaming law, to which a Party is subject.

(ii) Licensor may terminate this Agreement immediately, if

- (1) the Licensee fails to pay any amount due to be paid in accordance with this Agreement and such breach is not rectified within 7 days from the date of a written notice from Licensor, or
 - (2) if the Licensee uses, or attempts to use the Software or Licensor Services or any part of them in a manner or form that is illegal or that is reasonably likely to bring Licensor into disrepute or in any way endanger any of Licensor’s licenses, permits or approvals in each case granted by licensing authority or any of GSP’s;
 - (3) if the Licensee fails to apply for, obtain in a timely fashion or maintain any license, permit or approval required by any government authority or by applicable law or regulation or is otherwise in breach of the applicable law;
- (iii) Licensor may suspend or terminate this Agreement or Access to the Licensed Software in whole or in part immediately without prior written notice:
- (1) in cases provided in this GT&C;
 - (2) in order to avoid, minimise or end any actual or perceived infringement of applicable law or of any regulations, or intellectual property rights;
 - (3) if Licensor has lost the right to provide Licensed Software (as applicable).

14. Consequences and Rights and Obligations on Termination

- (i) In the event of expiry or termination or suspension of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination or suspension, whichever is the later. Upon expiry or termination or suspension of this Agreement a final balancing shall be made between the Parties, payable within ten (10) days from the invoice date.
- (ii) At the effective date of expiry or termination of this Agreement for any reason:

- (1) Licensee shall immediately remove access to the Licensed Software through the Gaming Services and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the Licensed Software;
- (2) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall automatically revert to the Party who owns them;
- (3) the Parties shall promptly return any materials protected by Intellectual Property Rights and/or which are considered Confidential Information, provided by the other Party under or in connection with this Agreement to the other Party, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party.

15. Staff Accounts

Employees of the Licensee or companies controlled by the Licensee are banned from using the Access to the Licensed Software, both directly and indirectly. Licensor can have a number of accounts registered for test and demo purposes. Licensee shall provide such test accounts to the Licensor per Licensor's request or Licensor may register such test accounts on its own.

16. Indemnification

Either Party agrees to indemnify the other Party and to hold it harmless against all claims and losses, including reasonable legal fees, arising as a result of such Party's breach of any of the undertakings and/or warranties set out herein, provided that the indemnified party shall give the indemnifying party prompt written notice of any such claim and shall provide the indemnifying party with all reasonable information and assistance.

17. Limitations of Liability

- (i) In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.
- (ii) Licensor shall have no liability for any period of downtime of the Access to the Licensed Software caused by or resulting from: a failure of servers, related equipment or hardware used by the Licensee for the provision of the Access to the Licensed Software; a failure or disruption of internet services not resulting from Licensor's fault or negligence and/or any other technical service outage not occasioned through Licensor's fault or negligence.
- (iii) Licensor makes no representation or warranty that the use of the Licensed Software or Access to the Licensed Software is legal in any jurisdiction.
- (iv) Licensor makes no representation or warranty whatsoever with respect to financial outcome for the other Party during its performance under this Agreement.
- (v) If the GSPs are contracted for by Licensor, the provision of Access to the Licensed Software is subject to the respective GSP's approval (where applicable –prior approval) of the Licensee. In approving the Licensee, the GSP shall act at their own discretion and refusal of the GSP to deliver the Licensed Software to the Licensee shall by no means make Licensor liable for the non-provision of such access.
- (vi) Licensor shall not be held liable for any loss caused by any unlawful third-party actions that can affect its network, network infrastructure, system(s), confidential data, personal data and/or any other information.

- (vii) The Licensed Software and all related component and information are provided on an “AS IS” and “AS AVAILABLE” basis without any warranties of any kind, and Licensor expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement, users acknowledge that Licensor does not warrant that the Access to the Licensed Software will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the Licensed Software, and no information, advice or services obtained by Licensee from the Licensor or through the Access to the Licensed Software shall create any warranty not expressly stated in this Agreement.

18. Government Legislation

It is recognized by the parties hereto that the provision of the Access to the Licensed Software may be subject to the applicable Government licensing regulation and laws. Neither Licensor nor the GSPs shall be held liable for any damages of any kind that may be sustained by the Licensee subsequent to any changes in Government legislation or policy or from the failure of Licensor and/or the GSPs to comply with the said licensing regulations and laws.

19. Independent Parties

The Parties are independent contractors. No partnership, joint venture, principal-agent or employer-employee relationship is intended to be created by this Agreement. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

20. Assignment

No party shall assign or transfer, or purport to assign or transfer, any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

21. Construction

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of its prohibition or unenforceability without invalidating the remaining provisions hereof. It shall be deemed amended or replaced with a provision that is valid, legal and enforceable and that achieves, to the maximum extent possible, the original objectives and contractual intent of the Parties as reflected in the offending provision.

22. Incorporation and Amendments

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement expressly supersedes any and all prior agreements or communications between the Parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or supplemented, except by an instrument in writing duly executed by the Parties hereto. All appendices and annexes to this Agreement shall constitute an inseparable part of this Agreement. Any terms and conditions that according to this Agreement may be issued by the Licensor shall constitute an inseparable part of this Agreement and shall be binding to the Parties.

23. Waiver

No failure or delay of either Party to (i) enforce any one or more provisions of this Agreement, (ii) exercise any option which is herein provided, or (iii) require the timely performance of any of the terms or provisions hereof,

shall be construed or act as a waiver of such term or provision of this Agreement. Either Party may waive the compliance by the other Party with any term or provision hereof only by an instrument in writing. The waiver by either Party of any term or provision of this Agreement shall not be construed or act as a waiver concerning any term or provision for the future or any subsequent breach.

24. Force Majeure

A Party shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if the failure or delay is caused by any circumstances beyond its reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks having an adverse effect ("Force Majeure").

If such delay or failure continues for at least thirty (30) days, a Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing.

The Parties agree and acknowledge that Licensor is committed to DDoS protection of its data centers and application infrastructure provided that, any DDOS-attacks and similar Internet attacks that Licensor together with the GSPs are unable to mitigate despite the use of multi-pronged approach to DDoS protection as further detailed in Appendix "Service Level Agreement" shall be classified as Force Majeure.

25. Non-Solicitation

Neither Party shall during the term of this Agreement and for a period of one (1) year thereafter solicit any of each other's employees or any employees of the subsidiaries or associated companies forming part of their group of companies, for the purpose of offering them to become employees and/or to procure services from them.

26. Notices

With the exception of orders for new or additional services, all acknowledgements, invoices, payments, and other usual and routine communications, all other notices or writings required or permitted under this Agreement, including but not limited to notices of default or breach, shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other party), and shall be deemed to have been received (a) when hand delivered to such individuals by a representative of the sender, or (b) three business days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (c) when sent by electronic transmission, with written confirmation by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery.

The parties agree that all arrangements between the Licensor and the Licensee made in writing (e-mails, Skype, etc.) with regard to the Agreement shall be deemed effective.

All the documents prepared for the arbitration purposes (notices, judgments, decisions, declarations, etc.) shall be sent by electronic mail. Arbitration court shall send all the documents which are prepared and submitted to arbitration by the Party (application review requirements, etc.) to the other Party by electronic mail, or to notify it about the possibility of the receipt of these documents at the arbitration court and becoming acquainted with them.

All the documents for the Arbitration purposes shall be sent to legal or natural person by electronic mails and each Party shall notify the arbitral court of its agreement to use of electronic mail to communicate with the arbitration court. In this case, the Parties and the arbitration court shall send the documents to the e-mail address specified by the Party. If the arbitration court or the Parties finds technical barriers to the transmission of electronic documents by mail, it shall send the registered mail.

The documents for the arbitration purposes are considered received on the date of issue if they are delivered and granted to the addressee personally. If they are sent by mail, it is considered that they were received on the seventh day after the mailing date of dispatch, but if they were sent by electronic mail, it is considered that they are received within two working days after the date of dispatch.

Licensor

Business Contact Details

- Company Name: Bromston Associates Ltd
- Address: Zakynthou, 10 Flat/Office 101, 1040, Nicosia, Cyprus
- Email: info@softgamings.com, am@softgamings.com

Licensee

Business Contact Details

- Name: Moonlight N.V
- Address: Dr. M.J. Hugenholtzweg 25 Unit 11
- Email: accounts@klasgaming.com

27. Survivability

Clauses 10, 14, 16, 17, 25 and 28 of these GT&C shall survive a termination of this Agreement.

28. Law and dispute resolution

This Agreement and all relations, disputes and other matters arising hereunder shall be governed by and construed in accordance with the laws of Latvia.

The Parties shall endeavour to settle the differences arising during performance of this Agreement via negotiations. Any dispute, controversy or claim arising out of this contract that are associated with it, or the breach, termination or invalidity thereof, will be subject to settlement in the Riga Arbitration Court (№ 40003756873), in accordance with the rules of the arbitral tribunal, composed of one arbitrator, in English language.

All correspondence and documents related to the arbitration proceedings and prepared by the arbitration court (judgements, decisions, declarations, claims and any other document related to the arbitration proceedings) shall be sent to a Party by email. Documents addressed to the Licensor shall be sent to the email: legal@softgamings.com. Documents addressed to the Licensee shall be sent to the email: accounts@klasgaming.com. No other type of correspondence or communication of documents as part of arbitration proceedings apart from the one mentioned in this clause shall be considered valid.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same agreement. The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission in PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement and no exchange of originals is necessary.

29. Licensing and Special Terms and Delivery Details

All the Licensor Services shall be provided under a valid Licensee's gaming license.

The Gaming Service on the Licensee's Domain shall not be launched until the Licensee obtains a valid Gaming License and provision of License and Access to the Licensed Software shall be subject to validity of the Gaming

License issued to the Licensee. In the event that the Licensee does not obtain its Gaming License, the Fees due by the Licensee to Licensor shall in no way be effected and shall be due in full.

For all third-party suppliers contracted via Licensor including but not limited to: payment suppliers, GSPs, software suppliers, invoicing of Payment Processing Fees and Profit Sharing fees and any other fee based on revenue sharing for such suppliers shall commence as soon as the Production Environment is enabled.

The list of Restricted Territories may be changed by Licensor's sole and exclusive discretion at any time by written notice (email will be sufficient).

30. Restricted territories

GSP	Restricted territories
BigTime	To be determined
EurasianGaming	No Customers shall be accepted from: Mainland China, Vietnam, Aruba, Australia, Bonaire, Curacao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore and United States of America and its territories
Evolution	No Customers shall be accepted from: Blocked Territories: Australia, Cuba, Iran, North Korea, South Sudan, Sudan, Syria, Sweden, Taiwan, Ukraine, Crimea, Venezuela, USA, Curacao. Restricted Territories: Afghanistan, Albania, Barbados, Burkina Faso, Bulgaria, Cambodia, Cayman Islands, Gibraltar, Haiti, Jamaica, Jordan, Mali, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Philippines, Senegal, Turkey, Uganda, Yemen, Zimbabwe. Regulated Territories: Alderney, Belgium, CAN - Alberta, CAN- Atlantic Provinces (Nova Scotia), CAN- Ontario, CAN- British Columbia, CAN- Quebec, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Germany, Gibraltar, Greece, Isle of Man, Italy, Latvia, Lithuania, Malta, Mexico, Netherlands, Philippines, Portugal, Romania, South Africa, Spain, Sweden, Switzerland, United Kingdom. Evolution games are restricted in Sweden, there are: Crazy Time Deal or No Deal Dream Catcher Mega Ball un RNG Mega Ball MONOPOLY Live{} Restricted for game "Deal no Deal":

	USA, Curacao, Hong Kong, Turkey, France, Spain, - Belgium- ,Singapore, Iran, Syria, North Korea, Sudan Belgium: Evolution shall be permitted to sub-license DOND Game to locally licensed Belgian Game Operators making the Game available on local Belgian (.be) websites to customers located in Belgium. Restricted for game "Monopoly": Afghanistan, Albania, Algeria, Andorra, Angola, Antigua and Barbuda, *Argentina, Australia, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Bhutan, Bolivia, Botswana, Burkina Faso, Burundi, Cambodia, China, Christmas Island, Cocos Islands, Cook Islands, Congo (Democratic Republic), Cuba, Curacao, Cyprus, Ecuador, Egypt, El Salvador, Eritrea, Fiji, France, French Polynesia, Guam, Guatemala, Haiti, Hong Kong, Iceland, India (only the Indian states if Sikkim, Nagaland and Telangana are prohibited), Indonesia, Iran, Iraq, Israel, Japan, Jordan, Kazakhstan, Kuwait, Kyrgystan, Laos, Lebanon, Lesotho, Libya, Liechtenstein, Luxembourg, Macau, Macedonia, Malaysia, Mali, Mauritius, Moldova, Monaco, Mongolia, Morocco, Myanmar, Nauru, Nepal, Nicaragua, Niue, Singapore, Somalia, South Africa, South Korea, South Sudan, Sudan, Suriname, Syria, Taiwan, Tajikistan, Thailand, Timor-Leste, Trinidad & Tobago, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, United Arab Emirates, United States & Dependent/Outlying Territories, Uruguay, Uzbekistan, Venezuela, Vietnam, Virgin Islands, British, Yemen, Zimbabwe, El Salvador, Eritrea, Northern Mariana Islands, North Korea, Fiji, Oman, France, French Polynesia, Guam, Guatemala, Pakistan, Palestinian Territory, Paraguay, Qatar, Haiti, Russian Federation. Conditional Jurisdictions: Aland, Argentina, Canada, Poland, Alderney, Argentina, Armenia, Belgium, Belize, Bosnia, Herzegovina, Bulgaria, Colombia, Comoros (Anjouan only), Costa Rica, Croatia, Czech Republic, Denmark, Dominica, Dominican Republic, Estonia, French Guiana, French Southern Territories, Georgia, Ghana, Gibraltar, Greecem Grenada, Hungary, Isle of Man, Italy, Jamaica, Jersey, Latvia, Lithuania, Malta, Mexico, Montenegro, Netherlands, Panama, Papua New Guinea, Philippines, Portugal, Romania, Saint
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	Kitts & Nevis, San Marino (Italy), Serbia, Seychelles, Slovakia, Slovenia, Spain, Swaziland, Sweden, Switzerland, Tanzania, United Kingdom, Vanuatu ADDITIONAL RESTRICTED TERRITORIES FOR HASBRO BRANDED LICENSED GAMES. Note - for any Hasbro branded licensed games, all of the countries listed in the restricted territories list above apply (including any future amendments), plus the following countries: 1) Austria. 2) Germany, with the exception of Schleswig-Holstein. 3) Poland - Not conditional as listed above. Prohibited entirely. 4) Spain, except for online roulette and online slots. 5) Switzerland - Not conditional as listed above. Prohibited entirely.
EvoPlay	No Customers shall be accepted from: Afghanistan, Algeria, Australia, Aruba, Barbados, Burma, Bonaire, Botswana, Cuba, Democratic People's Republic of Korea (DPRK), Democratic Republic of Congo, Eritrea, Ethiopia, France and its dependent territories, Ghana, Iran, Iraq, Israel, Jamaica, Jordan, Liberia, Libya, Lithuania, Mali, Pakistan, Panama, Philippines, Rwanda, Saba, Singapore, Somalia, State of Palestine, Statia, St. Maarten, St. Eustatius, Sudan, South Sudan, Syria, The Netherlands, Tunisia, Uganda, United States of America and its dependent territories, United Kingdom, Venezuela, Yemen, Zimbabwe + Curacao
High5	No Customers shall be accepted from: Jurisdictions where Licensed Customers must not allow participation on Relax's own content, "Powered By Relax" and/or "SilverBullet" content for real money due to FATF AML restrictions: Afghanistan, Algeria, Angola, Antigua & Barbuda, Cambodia, China, Cuba, Cyprus, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kahnawake, Kuwait, Libya, Macau, Myanmar, Namibia, Netherlands Antilles, North Korea, Pakistan, Papua New Guinea, Sudan, Syria, The Philippines, Turkey, Uganda, United States of America and its Territories, Yemen Jurisdictions where Relax's Licensed Customers must not offer Relax's own content, "Powered By Relax" and/or "SilverBullet" content for real money unless such Licensed

	Customer holds a local online gaming license from the competent licensing authority of the specific jurisdiction: Belgium, Denmark, Estonia, France and its Territories, Germany, Italy, Latvia, Republic of Serbia, Romania, Spain, Sweden, United States of America (New Jersey, Pennsylvania), United Kingdom
MGAsia	No Customers shall be accepted from: Afghanistan, Italy, Australia, Latvia, Belgium, Lithuania, Bulgaria, Mauritius, Canada, Curacao, Monaco, Columbia, Netherlands, Croatia, North Korea, Czech Republic, Norway, Denmark, Ontario (Canada), Estonia, Poland, France, Portugal, French Guiana, Romania, French Polynesia, Singapore, French Southern Territories, Slovakia, Germany, South Africa, Gibraltar, South Sudan, Greece, Spain, Greenland, Sweden, Guernsey, Switzerland, Hungary, Syria, Ireland, Taiwan, Isle of Man, United Kingdom, Israel, United States, Vatican City
NetEnt	No Customers shall be accepted from: Blocked Territories: Australia, Cuba, Iran, North Korea, South Sudan, Sudan, Syria, Sweden, Taiwan, Ukraine, Crimea, Venezuela, USA, Curacao. Restricted Territories: Afghanistan, Albania, Barbados, Burkina Faso, Bulgaria, Cambodia, Cayman Islands, Gibraltar, Haiti, Jamaica, Jordan, Mali, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Philippines, Senegal, Turkey, Uganda, Yemen, Zimbabwe. Regulated Territories: Alderney, Belgium, CAN - Alberta, CAN- Atlantic Provinces (Nova Scotia), CAN- Ontario, CAN- British Columbia, CAN- Quebec, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Germany, Gibraltar, Greece, Isle of Man, Italy, Latvia, Lithuania, Malta, Mexico, Netherlands, Philippines, Portugal, Romania, South Africa, Spain, Sweden, Switzerland, United Kingdom.
PlaynGo	No Customers shall be accepted from: "1. Generally prohibited jurisdictions AFGHANISTAN; ALDERNEY; AMERICA SAMOA; ANGOLA; AUSTRALIA; BELGIUM; CAMBODIA; Curacao, CROATIA; CZECH REPUBLIC; DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA (DPRK); DENMARK; DUTCH CARRIBEAN INCLUDING CURACAO AND ARUBA; Georgia; GERMANY, GREECE, ETHIOPIA; HUNGARY;

	IRAQ; ISLAMIC REPUBLIC OF IRAN; ITALY; LAO'S PEOPLE'S DEMOCRATIC REPUBLIC; LATVIA; LITHUANIA; NETHERLANDS, Ontario (Canada), PORTUGAL, ROMANIA; SERBIA; SINGAPORE; SPAIN; SWEDEN; SWITZERLAND; SYRIAN ARAB REPUBLIC; UGANDA; UNITED KINGDOM; USA; VANATU; YEMEN, PAKISTAN, Ukraine - for local licensed operators. 2. Prohibited Games in particular jurisdictions Prohibited Games in Canada and the United States: - SKATE FOR GOLD 3. Exemption to prohibited jurisdictions In the event that evidence of holding a relevant license, approval or permit issued by a Prohibited Jurisdiction can be provided, such territory can cease to be a Prohibited Jurisdiction only if the license, approval or permit is valid and Play'n GO gives express written approval thereof. Notwithstanding the foregoing, Play'n GO shall be entitled to exercise granting or refusal of such approval at its sole discretion. Any approval shall be subject to refusal or subsequent withdrawal by Play'n GO at any time if in Play'n GO's reasonable opinion, granting or maintaining such approval is likely to cause commercial, reputational, legal or regulatory risk for Play'n GO."
Red Tiger Gaming	No Customers shall be accepted from: Blocked Territories: Australia, Cuba, Iran, North Korea, South Sudan, Sudan, Syria, Sweden, Taiwan, Ukraine, Crimea, Venezuela, USA, Curacao. Restricted Territories: Afghanistan, Albania, Barbados, Burkina Faso, Bulgaria, Cambodia, Cayman Islands, Haiti, Jamaica, Jordan, Mali, Malta, Morocco, Myanmar, Nicaragua, Pakistan, Panama, Philippines, Senegal, Turkey, Uganda, Yemen, Zimbabwe. Regulated Territories: Alderney, Belgium, CAN - Alberta, CAN- Atlantic Provinces (Nova Scotia), CAN- Ontario, CAN- British Columbia, CAN- Quebec, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Germany, Gibraltar, Greece, Isle of Man, Italy, Latvia,

	Lithuania, Malta, Mexico, Netherlands, Philippines, Portugal, Romania, South Africa, Spain, Sweden, Switzerland, United Kingdom. The following shall only apply to the Game “Reel King Mega” . Restricted territories: France, Turkey, Southern Cyprus, Israel, USA, Curacao, China, South Africa, Indonesia, Cambodia, Thailand, Vietnam, Iran, Iraq, Syria, Cuba, Pakistan, North Korea, Ivory Coast, French Guiana, Guadeloupe, Martinique The following shall only apply to the Game “Trillionaire by Fashion TV” . Afghanistan, Cuba, Curacao, France, Hong Kong, Iran, Israel, Jordan, Kuwait, North Korea, Pakistan, Philippines, Singapore, Saudi Arabia, Turkey, The United States.
ReelPlay	No Customers shall be accepted from: Algeria, Afghanistan, Antigua & Barbuda, Canada, Cuba, Curacao, Guyana, Iran, Iraq, Israel, Kahnawake, Kuwait, Libya, Myanmar, North Korea, Pakistan, Panama, Papua New Guinea, Sudan, Syria, United States of America and its Territories, Yemen, Zimbabwe, Belgium, Denmark, Estonia, France and its Territories, Italy, Latvia, Lithuania, Malta, Romania, Spain, Sweden, United States of America, United Kingdom MGA: Afghanistan, Algeria, Angola, Antigua & Barbuda, Cambodia, Canada, China, Cuba, Curacao, Cyprus, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kahnawake, Kuwait, Libya, Macau, Myanmar, Namibia, Netherlands Antilles, North Korea, Pakistan, Papua New Guinea, Sudan, Syria, The Philippines, Turkey, Uganda, United States of America and its Territories, Yemen, Belgium, Denmark, Estonia, France and its Territories, Italy, Latvia, Republic of Serbia, Romania, Spain, Sweden, United States of America, New Jersey, Pennsylvania, United Kingdom
Relax	To be determined
Spinomenal	No Customers shall be accepted from: USA, ISR, Australia, UK, Armenia, Ecuador and France, Curacao.

The list of Restricted Territories may be changed by Licensor's sole and exclusive discretion at any time by written notice (email will be sufficient).

For and on behalf of the Licensor



Authorised Signatory
Name: Kondrashov Roman

For and on behalf of the Licensee



By: Odin Trust B.V
Title: Managing Director

SPECIFIC TERMS AND CONDITIONS ("ST&C")
TO THE AGREEMENT No. BB-24-398 dated June 5, 2024 ("Agreement").

1. Payments

- 1.1 For the use of the rights granted to the Licensee under this Agreement Licensee shall pay Licensor the royalty fees as specified in these ST&C.
- 1.2 All sums due by Licensee to Licensor under this Agreement shall be made in Euros. Where operation of the Licensed Software is conducted in another currency, the exchange conversation rate used will be closely matched (if practically possible) to the exchange rate used by a specific GSP.
- 1.3 All sums due by Licensee to Licensor under this Agreement are exclusive of Value Added Tax and, or other sales or gaming taxes that may be applicable and shall be made in full without deduction of taxes, charges and other duties that may be imposed.
- 1.4 Licensor shall not be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.
- 1.5 The Parties agree that Settlement period shall be one (1) calendar month. Licensor shall have the right to issue invoices for payment each calendar week based on the results of such week.
- 1.6 Licensor shall be responsible for calculating Licensee's and Licensor's revenues within 10 days from the last day of the reporting period. Where necessary Licensor shall provide Licensee with the necessary reports for the comparison and sharing, and shall effectuate the sharing by invoicing or crediting the amount due. For avoidance of doubt all data for the purposes of invoicing shall be taken from Licensor back-office data. Invoices shall be sent via email. Payment by the Licensee is due within 7 calendar days from the date of the invoice.
- 1.7 Parties agree, that unless expressly provided otherwise in this Agreement Monthly Royalty Fee for each GSP Software shall be calculated based on Gross Gaming Revenue (hereinafter also referred to as GGR) (as applicable) generated by each GSP Software and royalty fee with regard to each GSP Software shall be considered separately. There shall be no negative result carry-over from month to month, from one GSP Software to another GSP Software.
- 1.8 Any overdue payment pursuant to this Agreement shall incur interest in amount of 0,2 % of the due payment per day of delay but not less than EUR 250. Notwithstanding the above mentioned remedies and without any liability to Licensee, Licensor shall have the right to suspend the provision of the Licensor Services to the Licensee, until such payment is settled in full by the Licensee to Licensor.
- 1.9 The amounts payable hereunder shall not be subject to any defences (legal or equitable) related to the set-off or counterclaim thereof.
- 1.10 The Parties agree, that in case the Licensee has delayed any payment due to the Licensor under this Agreement or any other agreement concluded between the Parties more than 2 (two) times during any 6 (six) months period each time delay being more than 7 (Seven) days from due date, the Licensor shall be entitled to suspend this Agreement unilaterally without any prior notice to the Licensee and the operation of this Agreement shall be renewed only after payment by the Licensee of all debt and deposit in amount of 1/6 (one sixth) part of total of all payments payable by the Licensee to the Licensor for the previous 6 (six) consecutive months per this Agreement from the Licensor's notice date (hereinafter – deposit). Further the Licensor shall be entitled to use the deposit for the purpose of covering the due payments starting from the 7th day of any due payment, whereas the Licensee shall be obliged to maintain the amount of deposit with the Licensor in full amount (1/6 (one sixth part) of total of all payments payable by the Licensee to the Licensor for the previous 6 (six) consecutive months per this Agreement) as denoted by the Licensor from time to time. Non - fulfilment of the obligation provided in

this Article shall be considered as material breach of this Agreement on side of the Licensee and the Licensor shall upon its sole discretion suspend or terminate this Agreement with or without any prior notice.

- 1.11 In the event that the Licensee contracts directly with any of the GSPs, the Licensee shall be solely responsible to establish, handle and manage all communication flows between Licensor and the relevant GSPs. Provided that, Licensor shall charge the Licensee a Platform Royalty Fee of 3% on GGR for any GSP contracted directly with the Licensee.

2. Domain/s

The Agreement pertains to delivery of Access to the Licensed Software for the following website/s:

caddebet.com
hayalbahis.com
monobahis.com
pokerklas.com
yonjabet.com

3. Licensed Software and Royalty Fees

3.1 Set-Up Royalty Fee

Licensee shall pay Licensor the following Set-up Royalty Fees for providing Access to the Licensed Software:

Product/ Licensed Software/s (GSP – as per trading name)	Amount of Set-Up Royalty Fee
BigTime	Waived
EurasianGaming	Waived
Evolution	Waived
EvoPlay	Waived
High5	Waived
MGAsia	Waived
NetEnt	Waived
PlaynGo	Waived
Red Tiger Gaming	Waived
ReelPlay	Waived
Relax	Waived
Spinomenal	Waived
Casino Engine Direct (Licensee wallet, Licensee Bonus wallet)	Waived
Platform Royalty fee	Waived
Total	Waived

The Licensee shall be entitled to add additional Software using the Licensor Platform in consideration for the payment of a reasonable set up royalty fee and Development Royalty Fees.

The Set-Up Royalty Fee is fully payable upon signing of this Agreement.

In the eventuality that the Licensee does not Launch, the above Set-up Royalty Fee shall be due to Licensor in full and no refund shall be provided to the Licensee.

3.2 Platform Development Royalty Fees

Platform Development Royalty Fees related to Licensed Software per month are:

Royalty Fees	Total, EUR
Game Provider Maintenance	Waived

Live Casino Package Integration Maintenance	Waived
PROVIDER Platform via API Maintenance	Waived
Slots Package Integration Maintenance	Waived
Total	Waived

3.3 Minimum Monthly Royalty Fees

The following monthly Minimum Monthly Royalty Fees for use of Licensed Software shall apply:

Product/ Licensed Software/s (GSP – as per trading name)	Amount of Minimum Monthly Royalty Fee
BigTime	Waived
EurasianGaming	Waived
Evolution	Waived
EvoPlay	Waived
High5	Waived
MGAsia	Waived
NetEnt	Waived
PlaynGo	Waived
Red Tiger Gaming	Waived
ReelPlay	Waived
Relax	Waived
Spinomenal	Waived
Total	Waived

Monthly Minimum Royalty Fee shall be fully deductible from Monthly Royalty Fee of respective products for Settlement period the monthly minimum fee applies to.

Monthly Minimum Royalty Fee applies and shall be payable from Launch of any of Access to the Licensed Software.

3.4 Monthly Royalty Fee

The following Licensed Software shall be delivered to the Licensee as supplied by the below GSP for the following monthly fees:

3.4.1 Live casino and slots games

Licensed Software/s (GSP – as per trading name)	Royalty Fee (standard)	Royalty Fee (non-standard games)
BigTime	13%	15%
EurasianGaming	11%	Not provided
Evolution	11.5%	As per Section 5 and “Licensed games” table of Exhibit 1 of ST&C of this Agreement
EvoPlay	9%	Not provided
High5	11%	Not provided
MGAsia	11% - Live 11% - Non Branded 11% - Table Games Non Branded 13% - Third Party 11% - Third Party Table Games	16% - Branded 16% - Premium

NetEnt	15%	17%
PlaynGo	13%	15.5%
Red Tiger Gaming	12% - Slots 12% - Table	12% - Slots Branded
ReelPlay	11%	Not provided
Relax	11% - RelaxGaming 11% - TableGames	Not provided
Spinomenal	9%	Not provided

Monthly Royalty Fee shall be calculated on a monthly basis (the “**Settlement Period**”). Monthly Royalty Fee applies and shall be payable from Launch of any of Licensed Software.

The Monthly Minimum Royalty Fee is fully deductible from Monthly Royalty Fee as described above. If Monthly Royalty fee is less than the Minimum Monthly Royalty Fee, the remainder of the Minimum Monthly Royalty Fee is still payable by the Licensee.

For multiple brands/skins/Domains, turnover is treated separately, both with Minimum Monthly Royalty Fees and with Monthly Royalty Fees.

GGR shall be the revenue generated in the Settlement Period by Licensed Software via Domains calculated as follows:

GGR = Bets – Wins – Bonus deductions

Where:

a) *Bets* is defined as bets made by Players by use a Licensee’s Domain during a Settlement Period

b) *Wins* is the amount won by Players by use the same Licensee’s Domain as wins made during a Settlement Period

c) *Bonus deductions* (if applicable according to this Appendix) bonus awarded by Licensee to Players in amount as actually used by the Player during the Settlement Period capped at the amount as determined by this Appendix. Bonus deduction shall be provided as per terms of respective GSP applicable at the Settlement Period. For the avoidance of doubt in case these ST&C do not contain any indication of Bonus deduction and/or direct indication of Bonus applicability, such decrease shall not apply to GGR.

The LICENSOR casino’s back-end administration system shall be used to determine the final GGR.

Some Licensed Software carries a special premium from a GSP, e.g., due to 3rd party rights/trademarks (referred here in this Agreement – non-standard games or Branded Games or otherwise). When contracting with Licensor, this premium is added, unchanged, to the Monthly Royalty Fee. Terms and conditions of use of Branded games apply as per then current terms of respective GSP.

Licensee acknowledges and accepts that Royalty Fees under this Agreement may be revised by Licensor from time to time based on pricing updates as received from the GSPs. Changes in fees shall automatically apply, provided that Licensor shall inform the Licensee of such changes by means of 7 days’ prior written notice (email being sufficient).

In case GSP provides option for the Players to award tips to presenters of live games, such tips awarded by the Players during the Settlement period shall be included in the invoice for respective Settlement period issued by the Licensor to Licensee.

3.5 Applicability

The Parties acknowledge and agree that the Fees specified in this ST&C shall apply for all the Licensee’s websites where Access to the Licensed Software is provided by Licensor, as per the terms of any existing agreement/s between the Licensee and Licensor, whether expressly included in this Agreement or not.

4. Availability of the Licensor Services

(i) Licensee shall have access to all the Licensed Software in the above table (which have been integrated into production). Additional Software may be added to the Agreement from time to time based on mutual agreement in written.

(ii) Licensor may remove any Access to the Licensed Software, provided that the Licensee shall be given a 1-month prior written notice or without notice (as applicable). Provided further that, the 1-month prior written notice shall not be necessary in the case of Access to the Licensed Software which have not been integrated into production at the time of writing or if provided expressly by the Agreement or if Licensor has no right to distribute respective GSP.

ADDITIONAL TERMS OF USE OF LICENSED SOFTWARE

5. ADDITIONAL TERMS OF EVOLUTION BRANDED GAMES

5.1. For the use of Evolution Branded Games the Licensee will pay to Licensor the branded games royalty fees set out in Exhibit 1 of this ST&C in addition to the fees for standard games. The royalty fees for each separate Branded Game shall be based on the Gross Gaming Revenues (as applicable) generated by each respective Branded Game and each fee shall be considered separately, i.e. the royalty fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Branded Game and the Gross Gaming Revenues of one Branded Game will not be set off against the Gross Gaming Revenues of any other Branded Game.

5.2. The Licensee further agrees to the following:

(a) The license granted to the games owned or licensed by Scientific Games (Gibraltar) Limited (the mentioned shall apply to the game Monopoly Live) excludes such jurisdictions as notified by Evolution from time to time (email sufficing) In addition, the following jurisdictions are excluded from the license grant of Monopoly Live:

1) Austria; and

2) Germany (excluding Schleswig-Holstein).

(b) The Licensee undertakes to comply with such policies, procedures, guidelines and similar relating to the Right Holder's Intellectual Property Rights as provided by Principal from time to time (email sufficing).

(c) The Licensee shall have right to cease offering the Games or any of them by giving 3 (three) months prior written notice to the Licensor

Exhibit 2 to ST&C

LICENSED GAMES

2 Hand Casino Hold'em	Three percent(3%) of the Gross Gaming Revenues generated by 2 Hand Casino Hold'em
BJ Classic freebet Mainbet	Zero euros twelve eurocents (0.12EUR) per BJ Classic freebet Mainbet in addition to the Standard Gaming Revenue Share

BJ Classic Mainbet	Zero euros twelve eurocents (0.12EUR) per BJ Classic Mainbet in addition to the Standard Gaming Revenue Share
BJ Highstake Bet counts	Zero euros thirty eurocents (0.3EUR) per BJ Highstake Bet counts in addition to the Standard Gaming Revenue Share
BJ Native Mainbet	Zero euros fifteen eurocents (0.15EUR) per BJ Native Mainbet in addition to the Standard Gaming Revenue Share
Caribbean Stud Poker	Three percent(3%) of the Gross Gaming Revenues generated by Caribbean Stud Poker
Casino Malta Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Casino Malta Roulette
Crazy Pachinko	Three percent(3%) of the Gross Gaming Revenues generated by Crazy Pachinko
Crazy Time	Three percent(3%) of the Gross Gaming Revenues generated by Crazy Time
Crazy Time A	Three percent(3%) of the Gross Gaming Revenues generated by Crazy Time A
Deal or No Deal	Three percent(3%) of the Gross Gaming Revenues generated by Deal or No Deal
Double Ball Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Double Ball Roulette
Dragonara Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Dragonara Roulette
Dream Catcher	Three percent(3%) of the Gross Gaming Revenues generated by Dream Catcher
Extra Chilli Epic Spins	Three percent(3%) of the Gross Gaming Revenues generated by Extra Chilli Epic Spins
First Person Deal or No Deal	Three percent(3%) of the Gross Gaming Revenues generated by First Person Deal or No Deal
Free Bet Blackjack Game Type	Three percent(3%) of the Gross Gaming Revenues generated by Free Bet Blackjack Game Type
Funky Time	Three percent(3%) of the Gross Gaming Revenues generated by Funky Time
Grand Casino Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Grand Casino Roulette
Infinite Blackjack	Three percent(3%) of the Gross Gaming Revenues generated by Infinite Blackjack

Infinite Free Bet Blackjack	Three percent(3%) of the Gross Gaming Revenues generated by Infinite Free Bet Blackjack
Lightning Baccarat	Three percent(3%) of the Gross Gaming Revenues generated by Lightning Baccarat
Lightning Blackjack	Three percent(3%) of the Gross Gaming Revenues generated by Lightning Blackjack
Lightning Dice	Three percent(3%) of the Gross Gaming Revenues generated by Lightning Dice
Lightning Lotto	Three percent(3%) of the Gross Gaming Revenues generated by Lightning Lotto
Lightning Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Lightning Roulette
Mega Ball	Three percent(3%) of the Gross Gaming Revenues generated by Mega Ball
MONOPOLY Big Baller	Five percent(5%) of the Gross Gaming Revenues generated by MONOPOLY Big Baller
MONOPOLY Live	Five percent(5%) of the Gross Gaming Revenues generated by MONOPOLY Live
Red Door Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Red Door Roulette
Side Bets	Three percent(3%) of the Gross Gaming Revenues generated by Side Bets
Speed Roulette	Three percent(3%) of the Gross Gaming Revenues generated by Speed Roulette
Texas Hold'em Bonus Poker	Three percent(3%) of the Gross Gaming Revenues generated by Texas Hold'em Bonus Poker
Three Card Poker	Three percent(3%) of the Gross Gaming Revenues generated by Three Card Poker
Triple Card Poker	Three percent(3%) of the Gross Gaming Revenues generated by Triple Card Poker
Türkçe Lightning Rulet	Three percent(3%) of the Gross Gaming Revenues generated by Türkçe Lightning Rulet
Ultimate Texas Hold'em	Three percent(3%) of the Gross Gaming Revenues generated by Ultimate Texas Hold'em
XXXtreme Lightning Baccarat	Three percent(3%) of the Gross Gaming Revenues generated by XXXtreme Lightning Baccarat
XXXtreme Lightning Roulette	Three percent(3%) of the Gross Gaming Revenues generated by XXXtreme Lightning Roulette
Türkçe Rulet	Fixed Monthly fee in the amount of 2000 EUR

Any new Branded Game released by Evolution shall be added to this Agreement and portfolio of Evolution Branded Games available to the Licensee under terms of this Agreement without any notice, in case terms of use of such a Branded Game shall be same to those as mentioned in Section 5 of ST&C of the Agreement. Once such Branded Game shall be added to the portfolio of the Evolution Branded Games available to the Licensee as per this clause, Licensee agrees to and shall be by default bound by the terms of this Agreement related to use of Evolution Branded Games with regard to the new Branded Game too.

6. ADDITIONAL TERMS OF NETENT ENTERTAINMENT BRANDED GAMES

1. PRODUCT PROTECTION

- 1.1 In Licensors and/ or NetEnt and Right Holder's sole discretion and at their sole cost and expense and without prejudice to the any right to take any other action NetEnt and/or Right Holder may commence in its and/or Licensee's name (as Licensors and/or NetEnt and/or Right Holder may designate) all appropriate enforcement actions including without limitation legal proceedings and/or actions to obtain restraining orders and preliminary and permanent injunctions. In the event that proceedings are so commenced by Licensors and/ or NetEnt and/or a Right Holder, Licensee shall fully co-operate with and assist Licensors and/ or NetEnt and/or the Right Holder as may be reasonably necessary (and at Licensors and/or NetEnt's and/or Right Holder's reasonable previously approved (in writing) expense) throughout the litigation process.
- 1.2 Licensee shall not commence any proceedings with respect to the rights granted herein without the prior written consent of Licensors.
- 1.3 Licensee shall promptly notify Licensors in writing of any infringements, suspected infringements, passing off, imitations or other interferences with Licensors's and/or NetEnt's, Right Holder's or the Actors rights in the Licensed Property by third parties or products similar to the Branded Game and shall fully assist Licensors and/or NetEnt, the Right Holder or the Actors in any proceedings concerning the Branded Game at Licensors, and/or NetEnt's and/or Right Holder's reasonable previously approved (in writing) expense.

2. PRICING

- 2.1 The Branded Games are is subject to a flat monthly License fee calculated on the GGR generated by said Branded Game(s), i.e. the License fee will be calculated based on the GGR (as applicable) of each Branded Game and the GGR of one Branded Game will not be set off against the GGR of any other Branded Game. No credit will be given by Licensors in the event of a negative GGR of any Branded Game. For the avoidance of doubt, the License Fee for Branded Games shall be paid in order as provided by the terms of the Software License Agreement.

2.2

Table 1 (list of Branded Games)

Branded Game	Right Holder	Restricted territory
Universal Monsters slots games - The Invisible Man, Dracula, Creature from the Black Lagoon	Universal Studios	Whole world, but Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands,

		Peru, Poland, Slovakia, Slovenia, and Sweden.
Guns n' Roses Video Slots	Bravado International Group Merchandising Services, Inc.	Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.
Jimi Hendrix Online Slot TM	Authentic Hendrix, LLC	Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.
Jumanji	Sony Pictures Consumer Products Inc	Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy,

		Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.
Vikings	A&E Television Networks LLC	Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.
Motorhead Video Slot GAME	Global Merchandising Services Limited	Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.

7. ADDITIONAL TERMS OF Play'N'Go BRANDED GAMES

For the use of Play'N'Go Branded Games the Licensee will pay to Licensor the branded games fees set out in Article 3.4.1 of ST&C. The fees for each separate Branded Game shall be based on the Gross Gaming Revenues (as applicable) generated by each respective Branded Game and each fee shall be considered separately, i.e. the fee will be calculated based on the Gross Gaming Revenues (as applicable) of each Branded Game and the Gross Gaming Revenues of one Branded Game will not be set off against the Gross Gaming Revenues of any other Branded Game.

8. SPINOMENAL SPECIAL TERMS

For the purposes of Royalty Fee (Fee) calculation GGR for Spinomenal shall be calculated for each Website separately.

If the Spinomenal GGR on any Licensee's Website results in a negative amount in any calendar month, the Spinomenal GGR for that Licensee's Domain shall be set to 0 (zero) for the purposes of calculating the Fees as per the Agreement. No negative results shall be permitted to be carried over to the following month / nor

shall any negative results of any of the Licensee's Website be deducted from positive amounts generated by other Licensee Website (s).

For and on behalf of the Licenser

For and on behalf of the Licensee



Authorised Signatory
Name: Kondrashov Roman



By: Odin Trust B.V
Title: Managing Director