

SUB-LICENSE AGREEMENT

PARTIES

This sub-license agreement (this “**Agreement**”) is entered into on June 1st 2025, by and between:

- (1) **TRIPLE BET B.V.**, a company incorporated in Curacao with company no 153154 (“**TRIPLE BET**”); and
- (2) **Alt. Bet. Exchange B.V.** a company incorporated in Curaçao with registration no. 140039 (the “**Operator**”).

TRIPLE BET and the Operator are hereinafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

WHEREAS

- (A) TRIPLE BET is a distributor partner of Thunder Monkey Limited that has been granted rights by **Evolution Gaming, Big Time Gaming, NoLimit City, NetEnt and Red Tiger** to sub-license the Games provided (each term as defined below).
- (B) TRIPLE BET wishes to sub-license the Games to the Operator and the Operator wishes to offer the Games to its users in accordance with the terms and conditions hereof.
- (3) **IT IS HEREBY AGREED**, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following capitalised terms shall have the following meanings:

“Action”	means any and all third party legal actions, suits, or administrative or regulatory proceedings;
“Applicable Laws”	means those laws, statutes, ordinances and regulations of those jurisdictions that apply to the activities of the Parties;
“Code of Conduct”	means any code of conduct (including relating to responsible gaming) issued by a regulatory authority and applicable to licensed gaming services including in relation to the provision of the Games (or marketing of the same) to users;
“Confidential Information”	means all commercial, financial, marketing, technical or other information of a secret or confidential nature (including trade secrets, know-how and customer information) relating to a Party and disclosed (whether in writing, verbally or by any

other means and whether directly or indirectly) by such Party to the other Party whether before, on, or after the date of this Agreement;

“Field of Use”	means online gaming by means of computers and/or mobile or other electronic devices connected to the Internet and the marketing, promotion and advertising of such online gaming;
“Games”	means the various games that are offered by Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger to its licensees from time-to-time;
“Games Fees”	has the meaning set out in Clause 3.1
“Game Provider IP”	means the Intellectual Property Rights related to the Game Provider;
“Game Provider Platform”	means the platform upon which the Games are provided from time to time; and
“Prohibited Content”	means advertising or content that: (a) promotes pornographic material or is lewd, profane, obscene, unlawful or; (b) is defamatory, libellous, discriminatory or constitutes “hate speech”; (c) is in breach of any applicable Code of Conduct; or (d) relates to products or services that directly compete with the products or services of Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger.
“Operator’s URL”	means the website accessed through https://www.viparabclub8.com/en

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.
- 1.3 In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.
2. **SUB-LICENSE**
 - 2.1 Subject to the terms of this Agreement, TRIPLE BET hereby grants to the Operator a non-exclusive, non-transferrable sub-license of the Games and the Operator hereby accepts to offer the Games to its users in the Field of Use and to advertise, market and promote the Games.
 - 2.2 The Operator further agrees to the following:

- (a) that it shall not: (i) sub-license or sub-contract any of its rights, obligations or liabilities under this Agreement; (ii) otherwise sell, assign, license, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Games or the Game Provider Platform except as permitted under the terms of this Agreement; (iii) make any modifications or improvements to the Games or the Game Provider Platform for any purpose, including error correction or any other type of maintenance; (iv) reverse engineer or decompile any of the Game Provider IP; (v) modify, remove or obscure any proprietary notices placed on the Game Provider Platform; (vi) copy the Games or the Game Provider Platform by any means for any purpose whatsoever; attempt to derive source code or other Confidential Information from the Game Provider Platform; (vii) place, permit or allow any advertising for the Game Provider Platform and/or the Games in contravention of any Applicable Law, such as on websites or other digital properties which encourage or facilitate crime, such as those which encourage or facilitate the unlawful use of the Game Provider IP (such as by so-called file-sharing sites or otherwise).
- (b) that (i) the Operator shall cooperate with TRIPLE BET in obtaining and verifying all reasonable information regarding the Operator and its principals which Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger request of TRIPLE BET for any of its sub-licensees (the “**Due Diligence Information**”), such information may include, without limitation, information about the Operator and its principals’ background; and (ii) the Operator shall provide TRIPLE BET with information of any material changes or incorrectness’s in any Due Diligence Information provided to TRIPLE BET and agrees that any Due Diligence Information may be provided to Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger;
- (c) the Games are provided as is and each of TRIPLE BET and Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger; disclaim all warranties with regard to the Games or the Game Provider Platform including all implied warranties in no event shall TRIPLE BET or Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger; be liable for any special, direct, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether I an action of contract, negligence or other tortious action, arising out of or in connection with the use or provision of the Games and/or Game Provider Platform;
- (d) that it shall cease to exploit the Games or any part thereof or in any territory, immediately upon receipt of notice from TRIPLE BET and upon such notice the rights granted to exploit the relevant Games shall immediately be terminated;
- (e) all rights and interest in and to the Game Provider IP and all code and logic which describes and/or comprises the Games and/or the Game Provider Platform shall, at all times, remain the sole property of Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger;
- (f) that (i) if the Operator’s use of any of the Game Provider IP, or if any material bearing such Game Provider IP, is deficient in quality, the Operator will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from TRIPLE BET and (ii) nothing herein will grant to the Operator any right, title or interest in the Game

Provider IP;

- (g) that the use of the Game Provider IP by the Operator in advertising, marketing and promotional materials shall be subject to TRIPLE BET's approval. Once a particular use is approved, all subsequent use in the manner submitted for approval shall also be deemed approved unless subsequently rejected by TRIPLE BET. However, if the Operator revises the approved material, it must submit the new version of such material for approval before use;
- (h) that (i) the Operator's use of Game Provider IP associated with the Games will be accompanied by the appropriate trademark or service-mark symbol as directed by TRIPLE BET and in order to avoid confusion to the public, a legend specifying that such Game Provider IP are trademarks or service marks of Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger in sufficient proximity to the Games; (ii) the Operator will not use any Game Provider IP associated with the Games in any manner that will create a composite mark with any trademark or other intellectual property rights of the Operator or any other person; and (iii) no sales, marketing, advertising, promotional or other material for the Games may contain any Prohibited Content;
- (i) that the Operator shall: (i) give TRIPLE BET prompt written notice of any Action in respect of the Games for which indemnification is sought (provided, however, that any failure to give such notice will not waive any rights of the applicable indemnities or obligations of the indemnitor except to the extent that the indemnitor is actually prejudiced thereby); and (ii) permit TRIPLE BET or such party that TRIPLE BET appoints to control and direct the defence and settlement of any such Action provided, however that: (A) TRIPLE BET shall not enter into any settlement agreement that would result in any admission by the Operator or any payment by the Operator, or that does not include a release of all covered claims pending against the Operator; and (B) the Operator may at its election participate in the defence of such Action through separate counsel at its own expense; and (iii) provide TRIPLE BET all reasonable assistance in connection with the defence or settlement of any such Action;
- (j) that the Operator provides a warranty that any Due Diligence Information provided, to the best of the Operator's knowledge, is true and accurate in all material respects; and
- (k) that the Operator, if this Agreement is terminated or suspended, will immediately stop any use of the Games and any associated Game Provider IP.

3. **CONSIDERATION**

- 3.1 The Operator shall pay the fees to TRIPLE BET as set out in Schedule 1 and Schedule 2 (the "**Games Fees**").
- 3.2 The Operator shall pay the Games Fees no later than fifteen (15) days after the invoice date.
- 3.3 If the Operator fails to pay any amount payable by it under this Agreement by the due date TRIPLE BET shall be entitled, but not obliged, to charge interest on the overdue amount, from

the due date up to the date of actual payment, at the rate of six per cent (6%) per annum above the base rate for the time being of Barclays Bank Plc, provided that the interest shall not exceed the maximum allowed by Applicable Laws; and/or immediately suspend the provision of the Games.

4. **CONFIDENTIALITY**

4.1 Each Party agrees that it will at all times both during the Term and at all times thereafter keep secret and confidential all Confidential Information which at any time before or during the Term comes into its knowledge, possession or control, and shall not use the Confidential Information for any purposes other than those required or permitted by this Agreement, or disclose the Confidential Information to any third party, without the other Party's prior written consent.

4.2 The obligations of confidentiality referred to in this Clause shall not apply to any information which:

- (a) is or becomes publicly available through no fault of the Party receiving such information;
- (b) the other Party has given prior written approval to the disclosure; or
- (c) is required to be disclosed by stock exchange regulation, law or the applicable rules and regulations of any competent regulatory body or authorities granting gaming licenses or certificates to the Parties, or government agency to which either Party is subject provided that (to the extent permitted by law) any such disclosure shall be made only after consultation with the other Party (or where this is not possible, the other Party shall be notified as soon as reasonably practicable after disclosure) and the obligations of confidentiality under this Clause relating to such information shall otherwise continue to apply, save to the extent of the disclosure necessary to satisfy such requirement.

4.3 Each Party may disclose Confidential Information relating to the other to those of its employees and advisers who have reasonable need to see it (each, a “**Recipient**”) provided that such Party shall procure that each Recipient is bound by obligations of confidentiality in respect of such Confidential Information at least as onerous as those under this Agreement. The disclosing Party shall be liable for a breach of this Clause by any Recipient.

4.4 Each Party will implement and maintain appropriate security procedures to prevent damage, loss or corruption of, or unauthorised access to Confidential Information.

4.5 For the avoidance of doubt, any copies of records made shall be subject to the obligations of confidentiality contained in this Agreement.

4.6 This Clause, will survive the expiry or termination of this Agreement.

5. **TERM**

5.1 This Agreement will become effective on the date it is signed by both Parties (the “**Commencement Date**”) and shall continue in full force and effect for a period of one (1) year (the “**Initial Term**”) unless otherwise terminated in accordance with this Agreement. After the expiry of the Initial Term the Agreement shall be automatically renewed for further periods of

one (1) year at a time, unless or until terminated by either Party, which either Party may do at any time subsequent to the date of expiry of the Initial Term subject to having served no less than thirty (30) Days' prior written notice on the other Party.

5.2 This Agreement may be terminated immediately by either Party, by written notice to the other Party, as follows:

- (a) on or after the occurrence of a material breach of this Agreement by the other Party, provided that, if the breach is capable of remedy, the Party in breach shall not have remedied the same within fourteen (14) days of having been given notice in writing specifying the breach and requiring it to be remedied and for these purposes a persistent series of non-material breaches shall be deemed to be an irremediable material breach; or
- (b) if the other Party ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or enters into liquidation whether compulsorily or voluntarily.

5.3 This Agreement may be terminated immediately by TRIPLE BET, by written notice to the Operator if for any reason TRIPLE BET no longer has a right to sub-license the Live Casino Games to the Operator.

6. SYSTEM

6.1 The Operator acknowledges that the operation of the Operator's platform is dependent upon: (a) the Operator implementing and maintaining at all times the system operation requirements required by **Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger** (the "System Operation Requirements"); and (b) the Operator accepting and implementing without delay all software updates provided by **Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger** (the "Software Updates") and agrees that should the Operator fail to ensure the System Operation Requirements or accept and implement without delay any Software Updates (as set out above) it may adversely affect the provision of the live casino platform by TRIPLE BET. TRIPLE BET shall have no liability to the Operator or to anyone for any defect or other fault, unavailability, deficiency or other adverse effect affecting the Game Provider Platform or the Operator's platform to the extent attributable to the Operator's failure to ensure the matters set out in this Clause 6.1.

7. LIMITATIONS OF LIABILITY

7.1 Nothing in this Agreement excludes or in any way limits the liability of a Party arising as a result of (i) fraud; (ii) wilful default; (iii) death or personal injury caused by negligence; (iv) in the case of the Operator, any breach of Clause **Error! Reference source not found.**, any failure

to make any payment pursuant to Clause 3; (v) any liability to the extent the same may not be excluded or limited as a matter of law.

- 7.2 Subject to Clauses 7.1 and 7.3, the total liability of TRIPLE BET under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator) whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall not exceed EUR one hundred and fifty thousand (€150,000) for any one event or series of connected events.
- 7.3 Subject to Clause 7.1, neither Party shall be liable to the other under or in connection with this Agreement (explicitly including any failure to comply with a warranty obligation or indemnity agreed with the Operator), whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise for any indirect, special or consequential loss of any kind or any loss of opportunities, loss of income, actual or anticipated profits, loss of business or contracts, loss of goodwill or reputation, loss of anticipated savings, loss of damage to or corruption of data, whether or not the Party suffering such loss was aware of the circumstances in which such loss could arise.
- 7.4 If any failure by TRIPLE BET or **Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger** to provide the Game Provider Platform (or part thereof) under this Agreement is attributable to (a) an external event; or (b) an act or omission of any of the Operator or of any users, then TRIPLE BET and **Evolution, Big Time Gaming, NoLimit City, NetEnt and Red Tiger** shall not be liable for such failure.
- 7.5 Except as expressly provided in this Agreement all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in relation to the undertaking of the activities provided for in this Agreement are hereby excluded to the maximum extent permitted by law.
- 7.6 Neither Party shall be liable to the other Party for any enforcement action taken against it by any Government Agency or regulator in connection with the operation of the Game save that the Operator shall be liable as set out in Clause 2.2.
- 7.7 A Party's general obligation at law to mitigate its loss shall extend to any loss that gives rise to a claim under the indemnities set out in this Agreement.
- 7.8 The Operator acknowledges and agrees that it shall bring any claim arising under or relating to this Agreement within one (1) month from the date of the claim arising, or, if later, within one (1) month from the date the Operator first became aware of the matters leading to the claim, and failure to do so shall result in any such claim automatically and irrevocably expiring.
8. **MISCELLANEOUS**
 - 8.1 Neither Party may assign or transfer its rights or obligations under this Agreement to a third party without the prior written consent of the other Party.
 - 8.2 Amendments to this Agreement must be in writing.
 - 8.3 This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution and delivery of this Agreement by exchange of facsimile copies or PDF format

scanned copies bearing the signatures of the Parties will constitute a valid and binding execution and delivery of this Agreement by the Parties.

- 8.4 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 8.5 This Agreement together with the Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

9. APPLICABLE LAW; JURISDICTION

The Agreement (and any non-contractual obligations arising out of or in connection with the Agreement) shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1 – GAMES FEES in relation to Evolution

1. General Fees

- 1.1 **Set-up Fee:** TRIPLE BET shall waive the Set-up Fee for the Operator.
- 1.2 **Commission for Evolution Live Games:** TRIPLE BET shall charge the following general Fees in relation to the games provided as part of the Live Casino Services:
- (a) Eleven point five per cent (11.5%) of all Gross Gaming Revenue generated by the OPERATOR from EUR 0 and up to EUR 1,000,000;
 - (b) Eleven per cent (11%) of all Gross Gaming Revenue generated by the OPERATOR of from EUR 1,000,001 and up to EUR 2,000,000;
 - (c) Ten point five per cent (10.5%) of all Gross Gaming Revenue generated by the OPERATOR of such month from 2,000,001 euro and above
- 1.3 **Commission for Evolution First Person Games:** TRIPLE BET shall charge the following general Fees in relation to the games provided as part of the Live Casino Services:
- (a) Ten per cent (10%) of all Gross Gaming Revenue generated by the OPERATOR.
- 1.4 **Minimum Fee:** TRIPLE BET SUB-LICENSOR shall charge OPERATOR a Minimum Fee of the Commission Fee for Evolution Live Game, Evolution First Person Games, NetEnt, Red Tiger, Big Time Gaming, and Nolimit City Games in the amount of ten thousand euro (EUR 10,000).

2. Table and Game Fees

TRIPLE BET shall charge, and the Operator agrees to pay, the following Fees in relation to the Live Casino Services:

- 2.1 **Casino Hold'em/2 Hand Casino Hold'em Fee:** A fee of one per cent (1%) of the Gross Gaming Revenues generated through any Casino Hold'em Table.
- 2.2 **Infinite Free Bet Blackjack, Lightning Blackjack, Lightning Dice, Crazy Coin Flip, Crazy Pachinko, Deal or No Deal, Lightning Storm, Crazy Time, Funky Time, Crazy Balls, Red Door Roulette, Lightning Ball, Caribbean Stud Poker, Extreme Texas Hold'em, Texas Hold'em Bonus Poker, Triple Card Poker, Double Ball Roulette, Lightning Roulette, XXXtreme Lightning Roulette, Dual Play (Casino Malta, Dragonara casino, Grand Casino, and Hippodrome casino) Roulette:** A fee of three per cent (3%) of the Gross Gaming Revenues generated through any abovementioned tables.

- 2.3 **Monopoly Live and Monopoly Big Baller:** A fee of five per cent (5%) of the Gross Gaming Revenues generated through any abovementioned tables.
- 2.4 **Side Bets on Black Jack and Baccarat:** A fee of three per cent (3%) of the Gross Gambling Revenues generated through any Side Bets on Side Bets of 21+3, Perfect Pair, Bust it, Hot 3 on any Baccarat or Black Jack Table.
- 2.5 **High Stake Fee:** Seventy five cents €0.75 per main bet is charged on High Stake Black Jack tables.
- 2.6 **Classic Blackjack Fee:** Twelve cents €0.12 per main bet is charged on Classic Black Jack tables.
- 2.7 **Jackpot games:** contribution to the Jackpot games as per Annex 1 attached.

3. Miscellaneous

- 3.1 **Skin Fee:** For each additional Skin requested by the Operator, the Operator shall pay TRIPLE BET a fee of EUR five-thousand (€5,000).
- 3.2 **White Label Fee:** For each White Label Website (which requires a separate integration to TRIPLE BET's system) requested by the Operator and granted by TRIPLE BET, the Operator shall pay TRIPLE BET a fee EUR fifteen-thousand (€15,000).

Annex 1: JACKPOT GAMES AND FINANCIALS

Jackpot Game	Initial Seed Value	Progressive Jackpot Contribution	Re-seed Contribution	Jackpot Fee
Caribbean Stud Poker	EUR 50,000	The amount corresponding to forty-five percent (45%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Caribbean Stud Poker
Casino Hold'em	EUR 1,000,000	The amount corresponding to twenty-two point five percent (22.5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em	The amount corresponding to three percent (3%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em	The amount corresponding to five percent (5%) of the Total Jackpot Bets generated by the Jackpot Game Casino Hold'em

E.g. if the Total Jackpot Bets generated from the Jackpot Game Caribbean Stud Poker amounts to EUR 1,000 for a Month the following financials for that Jackpot Game will apply:

- (a) Commission on Total Jackpot Bets less the Progressive Jackpot Contribution, Re-seed Contribution and Jackpot Fee;
- (b) Progressive Jackpot Contribution (payable to Evolution): EUR 450;
- (c) Re-seed Contribution (payable to Evolution): EUR 50; and
- (d) Jackpot Fee (payable to Evolution): EUR 50.

SCHEDULE 2 – GAMES FEES in relation to Big Time Gaming, NoLimit City, NetEnt and Red Tiger

1. General Fees

1.1 **Set-up Fee:** TRIPLE BET shall waive the Set-Up fee.

1.2 **Commission:** TRIPLE BET shall charge the following general Fees in relation to the games provided as part of the **Big Time Gaming, NoLimit City, NetEnt and Red Tiger Services:**

- (a) Eleven percent (11%) of the Gross Gaming Revenue generated by the OPERATOR.

1.3 **Minimum Fee:** TRIPLE BET SUB-LICENSOR shall charge OPERATOR a Minimum Fee of the Commission Fee for **Evolution Live game, Evolution First Person Games, NetEnt, Red Tiger, Big Time Gaming, and Nolimit City Games** in the amount of ten thousand euro (EUR 10,000).

2. Jackpots

- 2.1 Local Jackpots are calculated in the Casino Currency and paid to the Player account in the Player Currency using the exchange rate set in the Licensed Software at the time of the Local Jackpot fall-out.
- 2.2 Contributions to Local Jackpots are converted from Player Currency to Casino Currency using the exchange rate set in Licensed Software at the time of such contribution.
- 2.3 Licensee is responsible for all seeding amounts, i.e. the default start value, of Local Jackpots.
- 2.4 Pooled Jackpots and Pooled Promotions. Certain Casino Games feature Pooled Jackpots or Pooled Promotions, i.e. jackpots or promotional prizes that are shared between several Evolution licensees. Participation by Licensee in Pooled Jackpots and Pooled Promotions shall be at the discretion of Evolution pursuant to the Evolution qualification criteria which shall be determined by the relevant Evolution company from time to time. Eligible licensees shall be required to sign a separate agreement or agree to additional terms for the Pooled Jackpots or Pooled Promotions and additional entry contribution fees will be applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

TRIPLE BET B.V.

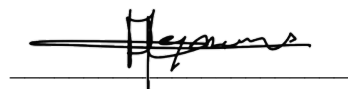
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By: xecutive Corporate Management B.V.

Title: Director

Date: 6/6/2025

Alt. Bet. Exchange B.V.



By: Jonathan Heymans

Title: Director

Date: 06.06.2025