

LICENSE AGREEMENT

This License Agreement (hereinafter – ‘Agreement’) is entered into on September 1, 2025, by and between:

SoftSphere Limited, a company duly incorporated under the laws of Hong Kong, registration No. **77260851**, with registered office at 111 Bonham Strand, Sheing Wan, Hong Kong (the ‘Licensor’), and

Winlink B.V., a company duly incorporated under the laws of Curacao, registration No. **154346**, with registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi 2, Curacao (the ‘Licensee’),

DEFINITIONS

‘Application Program Interface’ means a set of programming code that enables data transmission between one software product and another;

‘Bet’ means sum of money risked and wagered by the End-User on the outcome of the Game(s);

‘Business Day’ means any day except for a Saturday or Sunday, or a day on which the financial institution where the Licensee has a bank account (from which Licensee wants to settle Licensor’s invoice) is closed due to the public holiday;

‘Brand Book’ means a complete guide that explains the Game(s) brand's identity and covers all the Licensor's brand's details and standards;

‘Confidential information’ shall mean information related to this Agreement and Game(s) including but not limited documents, details and data, which is marked as such or is to be seen as confidential because of its nature.

‘Designated Server’ means servers owned or leased by the Licensor;

‘Documentation’ shall mean copyrightable objects, such as, illustrations, literary written works, drawings, lists of musical works, user manuals (game rules), rules, terms and conditions, reference manuals, presentation materials, all guidelines, Brand Book, Game(s)’ setup, maintenance and integration manuals, installation manuals, implementation manuals that describe in detail the operation of the Game(s) and Game Platform, that are provided by the Licensor as part of performance hereunder;



'End-Users' means players of the Game(s) attracted by the Licensee or/and its Sublicensees;

'Effective Date' means a calendar day when this Agreement comes into force;

'Fees' has the meaning ascribed to it in **article 3.1.** hereto;

'Force-Majeure Events' means circumstances beyond the reasonable control of the relevant Party, which make it impossible to duly perform under this Agreement, including, acts of God (such as, but not limited to: earthquakes, drought, tsunamis and floods); wars, hostilities (whether war be declared or not), invasion, revolution, civil war;

'Intellectual Property Rights' means any and all Licensor's right, title and interest in and to any and all Intellectual Property, including trade secrets, logos, patents, copyrights, service marks, trademarks, know-how, trade names, moral rights, rights of publicity and similar rights of any type, including any applications, continuations, or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority;

'Intellectual Property' means intellectual property of the Licensor or another person who has given the Licensee the right to distribute games, including Game(s), any software and computer programs of the Licensor and any part thereof (including, without limitation, any object code or source code), updates and improvements thereof, internet domain name or industrial design, any registrations thereof and pending applications therefor, logo, any patent, brand name, mathematical formulae or algorithms, mathematical simulations, libraries, programs, documentation, data (including marketing), databases, Partner Board, manual, graphics, text, multimedia, methods, processes and designs, derivative works, content concepts, know-how and other confidential technical and business information or Intellectual Property Rights of any type or modifications or improvements to derivative works based on any of the foregoing whether or not protectable by patent, copyright, trademark, trade secret or other applicable theory of law; and any goodwill associated with any business owning, holding or using any of the foregoing.

'Game(s)' means Game(s) produced and owned by the Licensor, provided and licensed to Licensee according to the terms and conditions of this Agreement: any Licensor's software, all integrated assets (art, music, etc.), characters, plots, scripts, speech files, text files, as well as associated documentation, user manuals, design documents, user interface, and concept art, computer program, computer object and source code, Games' graphic design, games' front-end and back-end functionality, web and mobile versions of the Games,



all deliverables, derivative works, updates, upgrades as well as all documentation, or other materials developed by Licensor and/or required to be delivered by Licensee hereunder;

'Game Materials' means digital or paper materials and Intellectual Property relating to the Game(s), and includes without limitation the Documentation and Intellectual Property relating to the foregoing that is created by the Licensor as a result of this Agreement;

'Game Marks' means specifically the marks and any other trademarks or service marks, logos, owned, controlled or licensed by Licensor relating to the Game(s) whether now existing or hereafter created. It shall also mean any improvements, modifications and derivative works developed for or related to the Game Marks that are created by any party as a result of this Agreement;

'Gaming Authorities' means any competent public authority, gaming regulatory authority, law enforcement agency or audit or compliance body having jurisdiction over territories where End-Users play Games;

'Gaming Tax' means any taxes due, that are collected by any local authorities;

'Game Platform' means the computer software and systems owned by the Licensor which permits operate an electronic information service providing access to Game(s) via the internet or the World Wide Web or mobile network;

'Gross Gaming Revenue' has the meaning set forth in **article 3.2**;

'Open Source Software' means open source, community or other free code or libraries of any type, including, without limitations, any code which is made generally available on the Internet without charge (such as, for example purposes only, any code licensed under any version of the MIT, BSD, Apache, Mozilla or GNU GPL or LGPL licenses).

'Revenue Share' means an amount of funds (in any currency, including cryptocurrency) to which the Licensor becomes entitled under this Agreement, and which is calculated based on **Gross Gaming Revenue as set forth in article 3.2**;

'Partner Board' means Licensor's software allowing Licensor and Licensee to view statistics, invoices, status(es) of particular Game(s), financial data enabling calculation of Gross Gaming Revenue and Revenue Share, etc.;

'Personal Data' means any information which is related to an identified or identifiable natural person;



'Product License' means the license(s) granted by the Licensor to the Licensee under this Agreement;

'Real Time Data' means the process of preparing and measuring data as soon as it is created or acquired;

'Sublicensee' means a holder of Sublicense, an online gambling operator, partner and subcontractor of Licensee, subject to restrictions stipulated by the Parties herein;

'Sublicense' means a license granted by Licensee to an online gambling operator, as may be authorized by Licensor;

'Term' means a validity term of this Agreement;

'Third Party Materials' means proprietary third party materials that are incorporated into the Games, including, but not limited to, stock photography or stock illustrations;

'Total Bets' means an amount of all Bets placed by all End-Users of the Game(s) in a particular month who were engaged by the Licensee or/and by its Sublicensees;

'Total Wins' means an amount of all funds (in any currencies, incl. cryptocurrency) paid out (or due) in a particular month to End-Users of Licensee and/or Sublicensees for winning in Game(s);

'User Interface' shall mean all navigational devices, menus, menu structures or arrangements, icons, visual mechanisms, metaphors, or help and other operational instructions, and all other components of any source or object computer code that comprises the Game Software.

'Win' means any Bet where the End-User who placed the Bet correctly predicted the result of the Game(s).

2. Game(s) AND LICENSE

2.1. Game(s)

In exchange for the Fees and subject to the terms and conditions of this Agreement, Licensor provides the Licensee and its Sublicensees with an access to Game(s), whereby Licensee will be enabled to use Game(s) and exploit such access to Game(s) for its limited commercial purposes, subject to restrictions set forth in this Agreement.



Besides, the Licensor grants to the Licensee a non-transferable, non-exclusive, worldwide, limited, sub-licensable, revocable license in order to promote and use Game(s) subject to restrictions hereunder.

2.1.1. The Parties hereto have agreed that the list of Game(s) provided hereunder (hereinafter – ‘the List’) is specified in **APPENDIX B**.

2.1.2. The Parties hereto have agreed that the List of Game(s) and Game Materials may be amended by the Licensor from time to time at its sole discretion.

2.2. All of the Game(s) are:

- Provably Fair Game(s) in the form of gambling and considered as such under local law or regulation where the End User is resident at the time of Game(s)-play;
and
- allow End-Users to manually and personally verify the fairness of the Game(s) which they play online. Game(s) are described in more detail in Documentation which is also licensed according to the terms and conditions of this Agreement to the Licensee, and is an integral part hereof.

2.3. The Parties hereto have agreed that Game(s) hereunder are provided as Software as a Service (hereinafter – ‘SAAS’), and nothing in this Agreement shall be interpreted as conferring or granting Intellectual Property Rights to Game(s) and/or Game Platform, other than the limited license granted herein and unless it is explicitly stated in this Agreement.

2.4. Game(s) shall at all times remain to be placed solely on the Designated Server controlled by the Licensor at all times.

2.5. Game Services

For all Game(s) during the Term of this Agreement, the Licensor undertakes to:

- cooperate with the Licensee’s personnel to integrate the Game(s) on the Licensee’s technology platform and pursuant to Licensees instructions, if any, indicated in emails;
- provide Licensee with maintenance and support services, specified in **Appendix A**, an integral part hereof, where, inter alia, the Parties may agree on the number of hours to train the Licensee and/or its personnel in the basic maintenance of the Game(s) at the Licensee side; making any modifications to the Game(s) that may be required



to reflect any changes in gaming law or regulations applicable under particular law; etc.

2.6. Integration

2.6.1. The Licensor shall provide the Licensee with an access to the Game(s) which is carried out by means of **Application Program Interface ('API')**. Unless otherwise agreed between the Parties, the Parties will use Licensor's API for the purposes of integration.

2.6.2. Parties agree to use their best efforts in order to finish the integration process within the timeframes as agreed by the Parties in emails, and it is the issue of mutual interest.

2.7. Grant of Product License

Subject to the terms and conditions of this Agreement, in exchange for the Fees, Licensor grants to the Licensee a limited license to the Licensed Product (the Games, the Game Materials, including Documentation and the Game Marks) during the Term to use, display, sublicense, solely for the purpose of Licensee financially exploiting the Game(s) by offering the Game(s) to its Sublicensees for profit, subject to the restrictions set out in this Agreement. Notwithstanding the above, Game(s) are provided as Software as a Service, where Licensor at all times controls servers, and provides Licensee with access to such servers by means of API without transferring any Licensor's computer code.

2.8. Product License Restrictions

The license granted above shall be subject to the following license restrictions:

- Licensee and its Sublicensees may only offer Game(s) to those End Users residing in a territory, where provision of such Game(s) is not prohibited;
- Unless prior consented to in writing by the Licensor, Licensee and its Sublicensees shall not either during the Term or after termination or expiration of this Agreement:
 - Modify, alter, adapt, or translate all or any part of the Game Materials and/or Game(s);
 - reverse engineer, decompile or disassemble the Game Materials, in whole or in part, or otherwise attempt to or permit others to derive or discover the source code of the Game Materials, not take any other steps to discover the confidential information and/or trade secrets contained therein;



- publish or disclose the results of any benchmark or other test run on the Materials;
 - transfer or assign the license granted hereunder and access to the Licensed Product except as expressly permitted in this Agreement;
 - Sublicensees may grant access to the Game(s) only to End-Users.
- Licensee shall only use the Game Marks subject to Licensor's control as to the nature quality and use of the Game Marks, all such uses shall inure to the benefit of Licensor and all such uses shall comply with quality standards set by Licensor and communicated to the Licensee, in concluding and advertising the Game(s) and in using the Game Marks;
 - The Product License is limited to Licensee offering the Game(s) via the internet on personal computers and personal mobile devices and not for enterprise or land-based gambling applications or other applications not specified herein; and
 - Licensee may not sublicense or otherwise sell or assign its rights to the Licensed Products unless explicitly authorized by the Licensor in writing as specified in this Agreement.
 - no further reproduction, distribution, modification, or public display of Intellectual Property for commercial purposes shall take place. The main reason for acquiring Game(s) is to use them operationally in connection with the main software or infrastructure service performed on the Designated Servers, and no "use of, or the right to use, any copyright of literary work" shall take place.
 - The licensor has the right to independently, without prior approval, change the limits for clients (players) by setting minimum and maximum rates

2.9. Sublicense and Due Diligence

2.9.1. The Licensee shall have the right to grant sublicenses and access to any party with respect to the rights conferred upon the Licensee under this Agreement, provided that any such sublicense shall be subject in all respects to the restrictions and termination provisions contained in this Agreement.

The Parties agree that the Licensee and its Sublicensees shall be entitled to provide the Game(s) to the End-Users only subject to the Licensee having




submitted to the Licensor complete Due Diligence Information on Sublicensees.

2.9.2. Licensee may only sublicense the Licensed Product ('Licensee Partners') subject to the Licensee having provided that:

- the Licensor having approved in writing the Sublicensee, and
- the Sublicensee entering into a license agreement with the Licensee contain the following:

(i) Terms restricting End-users of the Game(s) or Sublicensees to further license, use, access or sublicense the Licensed Product and Game(s) to unauthorized persons.

(ii) Restrictive terms governing Sublicensee' use of the Licensed Product at least as restrictive as may Licensee; and

(iii) Covenants, representations and warranties made by the Sublicensee, which are similar and/or at least as restrictive as those made by Licensee under this Agreement governing confidentiality, non-infringement of and acknowledging Licensor ownership of the Licensed Product.

2.9.3. Licensee shall notify the Licensor of its intention to sublicense the Licensed Product and to provide Game's access data providing the following information:

- Sub-licensee's name, brand name;
- Sub-licensee's website/url/domain information;
- Sub-licensee's trademarks if any.

2.9.4. All authorizations on behalf of Licensor shall be in written sent from and to designated email specified herein.

2.9.5. Notwithstanding with other provisions of this Agreement, for non-compliance with articles 2.9.1., 2.9.2., 2.9.3. above, and for any Sublicensee having access to Game(s) without written authorization of the Licensor, the Licensee agrees to pay 1000 Euro.

2.9.5. Licensee's License to the Licensor

Licensee hereby grants to Licensor during the License Term a limited, revocable, non-sublicensable, non-exclusive, royalty-free license to display Licensee's Materials for the sole purpose of Licensor carrying out its duties under and subject to the terms and conditions of this Agreement.



3. FEES AND EXPENSES

3.1. Fees to Licensor

In exchange for the license for the **Games**, the Licensor's SAAS services, support and maintenance services provided under this Agreement and any Appendixes hereto, the Licensee undertakes to pay the Licensor a Revenue Share (hereinafter – 'RS'), fees (including Minimum Monthly Fee(s)), commissions, royalty fees, expenses and disbursements, penalties if any, as set forth in this Agreement, and which may not be reduced by Gaming Taxes and duties, and plus any bank commissions due on payable and due funds hereunder (the 'Fees').

3.2. Gross Gaming Revenues

3.2. The Parties hereby have agreed, that for the purpose of calculating Fees due hereunder, a 'Gross Gaming Revenue' (or 'GGR') shall be calculated as:

$$\text{GGR} = \text{Total Bets Sum} - \text{Total Wins Sum}$$

Total Bets in connection with use of the Games, less all Total Wins paid out to End Users of the Game(s) in a each calendar month during the Term

Gaming Tax is not deducted from GGR and/ or RS.

Negative GGRs are not cumulative and are not carried over to the next month.

3.2.1. Monthly Fees payable by the Licensee to the Licensor shall be calculated monthly from the GGR generated by the Licensee.

3.2.2. The Licensee undertakes to pay the Licensor a RS, that amounts to a sum corresponding to a certain percentage of the GGR, generated by Licensee and its Sublicensees (if applicable) as the result of the use of Game(s) by End-Users.

3.1.1. Fees are comprised of a share of Licensee's revenue achieved in connection with Game(s) ('RS'), Licensee shall pay to the Licensor RS at the rate an on terms set out below.

3.2.3. The Licensee undertakes to pay the Licensor RS, as follows:

8% of GGR	when GGR is <250 000,00 EUR per month
7% of GGR	when GGR is >250 000,01 EUR per month

where GGR is not Real Time Data, i.e. GGR statistics updates with a slight delay.



3.2.4. No set up fee is payable by the Licensee.

3.3. Within 10 business days as of the last date of the billable month, the Licensors shall issue a monthly invoice to the Licensee. The invoice shall be due and payable during 10 business days as of receipt of the invoice by the Licensors to the designated email provided in this Agreement.

3.4. The invoice shall contain information on the amount of payment obligation of the Licensee. In particular, invoice will contain names of the Games, amount of GGR, total GGR, RS and any other fees due. The Parties hereto agree that the amount mentioned in invoice is indisputable, unless it is made up incorrectly by the Licensors and the Licensee provided written evidence that the amount due is calculated incorrectly. Any such evidence may only be taken from the Partner Board comprising information on all revenue of the Licensee.

3.5. Currency

The Licensee undertakes to settle invoices in **USD or EUR or USDT**. The Parties agree that the Licensee is allowed to accept deposits and payments in any currencies and cryptocurrencies.

3.6. Licensee shall make all payments contemplated by this Agreement by wire transfer to the bank account which Licensors specifies in the invoice sent to the designated email specified in this Agreement. Only an authorized representative of Licensors, designated herein may change or amend specified bank account information.

3.8. Access to financial information

The Licensee and Licensors shall at all times have each day a 24 hours' access to the **Partner Panel**.

3.9. Late Payment

Without limiting the Licensors' other rights or remedies, any late payment shall be subject to interest accrued at 5% (five percent) on the outstanding amount per month or the maximum amount permitted by law. The penalties are applied if the corresponding payment is not received within 10 (thirty) calendar days from the expiration of the 10 day due period foreseen in article 3.3. The period is calculated starting from the due date until the moment the payment was actually received. Any penalty obligations accrued hereunder will be issued in a separate invoice of the Licensors.



3.9.1. The Licensor shall be entitled to stop providing services or works and not deliver any of the **Game(s)** not paid for until payment in full of all outstanding amounts is received.

3.10. Demo Games

The Parties have agreed that GGR generated in demo versions of the Game(s) will not be taken into consideration in the process of monthly GGR calculation and subsequently in the calculation of RS.

3.11. Fixed Payments

In case the Licensee requests any amendments, changes, advancements, etc., to be made into the Games, the Licensor will issue an invoice with a fixed amount of fees payable, based on the hourly rates of its employees.

4. OWNERSHIP

4.1. Ownership of Licensed Product

The Licensor is and shall remain sole and exclusive owner of the Licensed Product (excluding the third party products for which the sole and exclusive owner will be the relevant right holder), any modifications or improvements thereto, and Intellectual Property related thereto and Licensee shall not acquire any right, title or interest therein or thereto other than limited license to the Licensed Product provided to the Licensee under this Agreement. Licensor represents that the Game(s) are and will be protected by international copyright laws and treaties, as well as other laws and treaties.

4.2. The Licensee and all its Sublicensee if any, are not allowed to install, copy, reproduce, make derivative works of the Games.

4.3. Ownership of Licensee Materials

The Parties agree that Licensee will at all times be and remain the sole and exclusive owner of all Licensee Materials and Licensor shall not acquire any right, title or interest therein or thereto other than the Licensee Materials license provided to Licensor under this Agreement.

4.4. Licensee Obligations

In addition to other obligations of the Licensee under this Agreement, licensee shall be obliged as follows:



- **Advertising Requirements.** Licensee shall advertise the Game(s) according to the minimum client advertising requirements if any and Brand Book, which are an integral part hereof, but in any event shall market the Game(s) to the best of its abilities to maximize revenue on the Game(s) while remaining in compliance with the terms of this Agreement.
- **Licensee Materials.** Licensee shall cooperate with and assist the Licensors by providing to Licensors requested Licensee Materials or Licensee Data required from Licensors to deliver the Game(s) in a timely manner.
- **Game(s) Licenses.** Licensee shall be responsible for all initial and ongoing compliance and regulatory submissions and other requirements of Gaming Authorities and shall, during the Term, have, obtain and maintain any licenses, permits, approvals and/or certifications required by Gaming Authorities in order for Licensee to offer Game(s) for use, placement, display or otherwise in any targeted gambling jurisdiction including without limitation the Licensed Territories.
- **Due Diligence Information.**

The Licensee shall provide the Licensors with all Due Diligence Information, including timely information of any material changes to or incorrectness in any Due Diligence information provided to the Licensors. This provision shall survive the termination or expiry of the Agreement for a period of three (3) years.
- **Licensee Operations.** Licensee shall at all times be responsible for conducting all marketing, sales, as well as RS, GGR, profit and revenue, fees accounting and compliance/regulatory requirements required under this Agreement including bearing sole responsibility for all costs of all the foregoing activities, including payment of prizes on any tournament events, jack pot prizes, any winnings, etc.
- **Protection of Licensors IP.** Licensee shall protect at all times the Licensed Product, such that Licensee's actions or omissions do not devalue or impair the Licensed Product. Without limiting the generality of the foregoing, if during the Term of this Agreement or any extended term thereof, any unauthorized use of the Licensed Product is made by third parties, Licensee shall upon learning of such unauthorized use, promptly notify Licensors in writing, setting forth the facts and circumstances in reasonable detail. Licensors shall retain the sole right to bring an action against such third parties with respect to the unauthorized use of the Licensed Product, at its own expense, and all recoveries therefrom shall be paid to the Licensors. Both Parties agree to



cooperate and to use their best commercial efforts in connection with any such claims.

- **Assistance.** On reasonable request and at the sole expense of Licensor, Licensee shall, on an as-needed basis, assist Licensor in every proper way to obtain, and from time to time enforce international proprietary rights relating to the Game Materials in any and all countries. Licensee shall continue to assist Licensor beyond the termination of this Agreement, but Licensor shall compensate Licensee at a reasonable rate after such termination for the time actually spent by Licensee at Licensor's request on such assistance.
- **Licensee Terms of Service.** Licensee shall ensure each End User of the Game(s) enters into an end-user license agreement with the Licensee prior to having access to the Game(s) stating, among other terms and conditions, that:
 - Licensee makes no warranties, express or implied, regarding the Game(s) and the Game(s) are provided on "as is" basis
 - The Licensee shall not be liable for any damages, of any nature whatsoever, incurred by End Users as a result of their access to the Games, and
 - (i) any technical error in a Game, including without limitation bugs or faulty software code related to the Game, irrespective of who the Party to blame for such error is; or
 - (ii) any unauthorized tampering with or alteration or hacking of any component of the Game by any party, shall automatically void the Licensee's and Licensor's obligation to make any payments with respect to that Game and the End User shall have no recourse against the Licensee for same.

4.5. Authorized Copies

Licensee may make only as many copies of the Game Materials required solely to market and promote the Game(s) as reasonably required. Each copy of the Game Materials made by Licensee hereunder shall contain the same copyright, confidentiality, and other proprietary notices that appear on the original copy thereof provided to Licensee hereunder. The rights conferred hereunder shall exist during the Term and expire with termination of the Term after which the Licensee shall remove and/or deactivate all the copies of Game(s) and Game Materials in such a way that they cannot be recovered or retrieved.

4.6. Open Source/Third Party Materials. Licensor may include any third party product or Open Source Software in or in connection with the Game(s)



without the advance written consent of Licensee, to the extent any such materials are incorporated into the Games, Licensor hereby grants Licensee, during the License Term for the Licensed Territories, a license to the Third Party Product and Open Source Software (in whole or in part) in connection with Licensee's use and exploitation of the Game(s) on license terms identical to the Product License.

5. DATA MANAGEMENT

5.1 Data Processing

The Parties hereto acknowledge and agree, Licensor at no times enters into possession or processing of any personal data of End-Users, Sublicensees, and may not be considered as controller and/or processor of personal data under local data processing laws as well as under European Union General Data Protection Regulation.

5.2. Data Ownership

Licensor agrees that all Licensee data is the exclusive property of Licensee and/or users of its services and Licensor hereby waives an interest, title or right to any such Licensee data. Licensee possesses and retains all right, title, and interest in and to Licensee data, and Licensor's use and possession thereof (if any) is solely as Licensee's third Party service provider and licensee.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall commence on the Effective Date and remain in effect for 1 (one) year unless earlier terminated pursuant to the provisions below (the "Term"). At the end of the Term, the Agreement is automatically extended for 1 (one) year if neither of the Parties provide a termination notice 30 days before the expiration date.

6.3 Suspension and Removal

The Licensor may remove, switch off, suspend, replace or change all, any or any part of the Game(s), or block End-User(s), Licensee, or Sublicensee at any time and without prior notice, inter alia, in order to avoid or minimize any actual or perceived infringement of any applicable local laws or of any regulation or guidance which is notified to it or issued by any Gaming Authorities. The Licensee agrees that failure or delay to provide Due Diligence information may



be a cause for suspension of Game(s) and services or even termination of this Agreement.

6.3.1. In addition to other remedies foreseen by this Agreement, In the event that the Licensee breaches any of its obligations under this Agreement it shall immediately, without any further action or formality being required, become liable to the Licensor for an immediately due and payable penalty of 10000 EUR, and 1000 for each day such breach continues, without the Licensor having to prove any loss or damage, and without prejudice to other rights of the Licensor, including right to claim full damages for any loss suffered.

6.4 Termination

Either Party may terminate this Agreement in any of the following events:

- a. If the other Party fails to cure any material breach of this Agreement, other than non-payment of Fees, within fifteen (15) days after receiving written notice of such breach;
- b. In the event that Licensee's use of the Licensed Product or Licensor provision of the Licensed Product is in violation of any requirements of Gaming Authorities that Licensee or Licensor is or may become subject to;
- c. At any time, by written request of any of the parties written notice to the other Party sent at least 60 (sixty) days in advance.

6.5 Termination for non-Payment

Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately if Licensee does not pay RS and Fees in accordance with the terms and conditions of this Agreement and does not cure such breach within 20 (ten) business days after receiving written notice of such breach.

6.6. Termination due to Low Volume

Licensor may terminate this Agreement at any time by giving thirty (30) days written notice to Licensee if, after 6 months from Effective Date, the monthly Gross Gaming Revenue has not exceeded 100,000 (One Hundred Thousand) Euro for at least three (3) consecutive months.

6.7. Change of Control of Licensee

6.7.1. The Licensee undertakes to immediately inform the Licensor on any changes in its corporate structure that may lead to the changes in its ownership.



6.7.2. Licensor may terminate this Agreement (including revoking the Product License granted herein) immediately in any of the following events:

- a merge, arrangement, acquisition, share exchange, sale of all or substantially all of the assets of the Licensee, or other transaction or series of transactions, where Licensee with along with other company/corporation own, develop or market games similar to the Games; or
- a sale or transfer of more than 50% of the Licensee's voting shares to a person or persons acting as a group, who is or are not controlled directly or indirectly by the Licensee, in a single transaction or series of related transactions where that person or persons acting as a group own, develop or market Game(s) similar to the Games.

6.8. Termination for failure to provide Due Diligence Information. The Licensor shall have the right to terminate this Agreement by written notice to the Licensee if the Licensee does not satisfy Licensor's enquiries in respect of Due Diligence information or cease to satisfy them at any time.

6.9. Survival on Termination. The following terms, conditions, representations and warranties shall survive any termination or expiration of this Agreement; sections 4 (Ownership), 5 (Data Management), 8 (Representations and Warranties), 11 (Limitations of Liability), 10 (Indemnification), 11 (Confidential Information), 12 (Non-Solicitation), 13 (Miscellaneous Provisions) and the provisions of this section 6. 9.

6.10. Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies available to the Parties.

7. REGULATORY COMPLIANCE

7.1. The Licensee shall be responsible for all regulatory costs, fees and/or taxes payable to Gaming Authorities for providing the Game(s) in any jurisdiction and any other charges which may be imposed by Gaming Authorities or other regulatory bodies on the Licensee with respect to the Licensee's provision of the Games.

7.2. The Licensee shall be solely and exclusively liable and responsible for any End User complaint and/or dispute howsoever arising.

8. REPRESENTATIONS AND WARRANTIES

8.1. Licensor hereby represents and warrants to Licensee that it shall perform the services and provide each of the Game(s) in a timely, professional manner.



8.2. Each Party represent and warrant to the other Party, that:

- Each Party shall ensure that performance of its obligations under this Agreement is in compliance at all times with applicable foreign and local statutes, laws, orders and regulations;
- Each Party warrants to the other that to their best knowledge, any medias used to facilitate the provision of Game(s) contain no viruses or other computer instructions or technological means intended to disrupt, damage or interfere with the use of computers or related systems, and
- Each Party warrants to the other that it has the full right and authority to enter into, execute and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

9. DISCLAIMER AND LIMITATIONS ON LIABILITY

9.1 Disclaimer of other warranties. Except as for the express warranties specified in this Agreement the **Game(s)** are provided "as is" and as available, and Licensor makes no other representations, warranties express or implied, in fact or in law, including but not limited to warranties or conditions of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing (a) Licensor does not warrant that any other **Game(s)** will perform without error or omissions or immaterial interruption, and (ii) Licensor provides no warranty and will have no responsibility for any claim arising out of (b) modification of any of the **Game(s)** made by Licensor, (and anyone other than Licensor), and any interruptions connected with the necessity to make such modifications; (c) use of any of the **Game(s)** in combination with any operating system, platform, hardware or software forbidden by Licensor in this Agreement; or (d) any service interruptions, including without limitation, power outages, system failures or other interruptions beyond the control of Licensor.

9.2 In no event shall Licensor, its director, officers, employees, agents, contractors or affiliates, be liable for any claim for: (a) indirect, consequential or punitive damages; (b) contribution, indemnity or set-off in respect of any claims against Licensor, or (d) any damages whatsoever relating to Third-Party Products or materials not provided as part of the **Games** or any goods or services not developed or provided by Licensor, even if it has been advised of the possibility of such damages.



9.3. Limitation on Liability. Except for such liabilities which may not be excluded or limited as a matter of law, Licensor, its directors', officer's, employees', agents', contactors' and affiliates', maximum total liability for any claim whatsoever, including without limitation third party claims, claims for breach of contract, tort and other Licensee's remedies, shall not to exceed the amounts paid hereunder by Licensee to Licensor under this Agreement, less the amount of any damages already paid, if any.

9.4 No Special Damages. In no event will either Party be liable to the other Party for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement.

10. INDEMNITIES

10.1 Mutual Indemnification. Each Party shall defend, indemnify and hold harmless the other Party and the other party's officers, directors, employees, subcontractors, customers and agents from and against any and all third Party claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) ('Claim') arising from or relating to: (i) a breach of a representation or warranty made by the other Party, (ii) any personal injury, death or property damage or loss caused by the gross negligence or willful misconduct of the other Party (including the other Party's employees, agents, or subcontractors).

The indemnified Party which is subject to Claim shall immediately upon becoming aware of such Claim give the indemnifying Party written notice of any such Claim and when the Licensor is the indemnifying Party, it shall have the right to control the investigation, settlement, defense and/or pursuit of any such Claim at its expense. In no event shall the indemnified Party settle any Claim without the indemnifying party's prior written consent.

10.2. Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor and its officers, directors, employees from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) (also a "Claim") arising from and relating to (i) any infringement or alleged infringement by the Licensee Materials of any third-party's intellectual property right; (ii) any leak of or unauthorized access to the Licensee Data for reasons not directly related to a Licensor act or omission, or (iii) any third party Claim brought against Licensor, in connection with any activity conducted on websites owned, operated or controlled by Licensee or third-parties on behalf of Licensee whether involving the Game(s) or not.



11. CONFIDENTIALITY AND NON-DISCLOSURE

11.1 Confidentiality

The Parties hereby agree to keep all Confidential information which becomes known to them during the performance of this Agreement strictly confidential and only to use such information for the contractually agreed purposes. Parties agree to allow only such of its employees, who are entrusted with dealing with this contract, access to the confidential information of the Parties. Both Parties agree at the request of the other Party to require their employees to sign an appropriate confidentiality declaration and to present this to the other Party. The Parties shall not seek to register intellectual property rights in respect of confidential information of the other party.

Confidentiality obligations hereunder shall survive the cancellation or other termination of this Agreement.

12. NON-SOLICITATION

12.1 During the Term and for a period of two (2) years immediately following termination of this Agreement by either Party, each Party agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with the other Party.

13. MISCELLANEOUS

13.1. This Agreement may only be amended by mutual written consent of both Parties.

13.2. The Parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture. The relationship under this Agreement shall not create any franchise relationship or other form of legal association between the Parties. Neither Party is a legal representative of the other.

13.3. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative and in an explicit written waiver.

13.4. Force Majeure. Force Majeure. In no event shall the Parties be responsible or liable for any failure or delay in the performance of its obligations hereunder



arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

13.5. Entire Agreement. This Agreement is the sole and entire Agreement between the Parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter.

13.6. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

13.7. Governing Law. This Agreement shall be governed by the Laws of Republic of Cyprus and any dispute arising out of or in any way connected with this Agreement shall be subject to the exclusive jurisdiction of Cyprus courts.

13.8. Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand, or when sent by certified mail, or to email address designated herein. Notices sent by email shall be deemed as delivered after one business day after sending, or when received by addressee if sent by certified mail.

13.9. Successors and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Party may assign or delegate its duties under this Agreement or any of their respective rights or obligations hereunder, in whole or in part, to any person or entity, without the prior written consent of the other Party.

13.10. Attorneys' Fees. Should any Party bring legal action to enforce its rights under this Agreement, the prevailing Party in such action shall be entitled to recover from the losing Party its reasonable attorney's fees and costs (including court and arbitration costs) in addition to any other relief to which it is entitled.

13.11. Gaming Regulations. Either Party may take any action reasonably necessary for it to comply with any requirements of Gaming Authorities in order to protect its gaming licenses and in so doing it will only take those actions required of it to make it. If as a result of a requirement of Gaming Authorities any provisions of this Agreement is deemed to be unenforceable



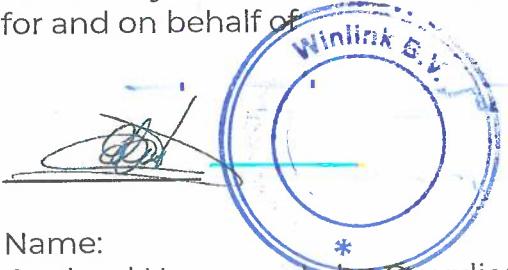
by any Party, the remaining provisions will continue in full force without being impaired or invalidated in any way and unenforceable provision shall be replaced by one similar in effect.

13.12. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be original. This Agreement may be executed and transmitted by the Parties in digital form by email and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered and executed an original Agreement.

The Parties have executed this Agreement effective as of the date first set forth above.

SIGNATURES

SIGNED by authorized signatory for and on behalf of:

LICENSOR	LICENSEE
SIGNED by authorized signatory for and on behalf of  Name: Lukrecija Rimsa	SIGNED by authorized signatory for and on behalf of  Name: Gouloud Hammoud obo Guardian Corporation Curaçao B.V. Corporate Director Date: 23.09.2025

**APPENDIX A
TO THE LICENSE AGREEMENT**

dated September 1, 2025 (the "Agreement")

Services Level Agreement

PREAMBLE

This SLA provides an outline of key elements and expected service levels in relation to the Licensor's provision of the services to the Licensee.

This SLA shall be and shall remain in force throughout the term of the Agreement and shall be incorporated into the Agreement as an integral part.

This SLA shall prevail over any contradictory terms in the main Agreement unless specifically stated herein.

• **Definitions**

Support – scope of services providing assistance regarding technical aspects of the Game(s) and operational infrastructure of the Licensor aimed to solve specific problems or/and IT environment.

The technical hotline - operations chat in Telegram or other messengers agreed by the Parties, which is designed to communicate with support managers. The technical hotline should only be used to report a serious technical issue and/or malfunction. Licensor's customer service representatives provide support only to the Licensee, not the Licensee's customers or affiliates.

• **Scope**

Licensor will provide the Licensee with the Game Platform, including video and audio streaming from Licensor's Designated Server to End Users, within the Licensee's operation boundaries.

Licensor shall provide API Integration services, based on its site integration services and subject to the receipt from Licensee of a complete API technical requirements specifications, for enabling, inter alia, billing communication between Licensor's Platform and the Licensee's technologies which enables the use of the Game(s) by End Users.



The services do not include any of the web site development work and support will either be the responsibility of the Licensee.

The Parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, the Licensor makes no guarantee that any given end user will be able to access the support at any given time. There is no assurance that access will be available at all times and uninterrupted, and the Licensor shall not be liable to Licensee, End User or any third party for any unavailability of the support if any internet interruptions or connection problems are caused by third party and not by action or omission to act by the Licensor.

The Parties agree that the Licensor shall not be responsible for any defect or malfunctioning of Game(s) and/or support which are made available by the Licensor in cooperation with third parties and the services levels set out herein shall not be applicable to any such Game(s) and/or Support.

The Licensor may at any time, without notifying Licensee, make changes to the Support which are technologically necessary, if they do not affect the general nature or quality of the Support or change the Support with effect on the License and/or compliance with the License.

Any currency calculation for invoices purposes will be made by the Licensor and will be taken from the official rates of <https://openexchangerates.org/>

The Licensor's customer services and support operates 24 hours every day. Malfunctions should be reported via email or via messages in the relevant chat in Skype as described in this document.

The Licensee shall provide the Licensor appropriate contact names, telephone numbers and procedures, and will update the contact details when necessary, to enable us to contact the Licensee, as and when necessary or reasonably required by us, to discuss reported faults and their resolution.

Exclusion from Support:

- Any Licensed Material or any part thereof that has been altered, damaged, and/or modified by Licensee, or by any End-User or by any third party, except as authorized in writing by the Licensor.
- Functionality failure of any related third party platforms, modules, features, systems, products, hardware and software.
- Any new, additional modified and/or upgraded operating system and/or auxiliary software which will be used in connection with the operation of Game(s) other than the ones agreed.
- **Working times**
Support in standard mode (24/7/365) is operating without public holidays in the country of the development and support center.



The Licensor is responsible for:

- answering technical and usage-related questions from Licensee, upgrading the Games, maintaining of operational processes and fixing of all reported and confirmed errors;
- risk management, it includes:
 - setting up player limits;
 - analysis of End User's behavior and patterns of play;
 - assigning categories to players (customer base segmentation);
 - detecting multiple gaming accounts of one player.
- For the purpose of providing the services defined by this Agreement, Licensor undertakes to provide professional employees or to contract professional persons to efficiently provide Support Services throughout the duration of this Agreement.
- Licensee guarantees to inform on notable product updates in the release outs format. Information will be sent within 2 business hours since the product update. If this update requires correction and verification by the Licensee, the information will be sent to technical specialists within 40 business hours. Terms can be changed by agreement of the Parties.
- Support services will be classified due to the severity levels, based on the description hereunder. The response time for each severity level is defined as follows:

Severity	Definition	Response time
Critical	The request has a Critical business impact resulting in the inability to use the software.	Less than two 2 business hours
High	The request has severe business impact, limiting the usage of one or more major functions of the Games. The live environment is still operational, but restricted	Less than sixteen 16 business hours
Medium	The Game(s) functions, but there are functional limitations that are not critical in the daily operation	Less than twenty four 24 business hours
Low	Minor infractions including documentation or cosmetic error.	Less than sixty 60 business hours



Licensee must assign and clearly indicate the severity level assigned in the Support Services Request sent to the Licensor.

The Support Services Request must also clearly state the reasons for the severity level assigned and the nature of the issue. Licensor will review the severity level assigned to the request and allocate the appropriate resources.

Licensor will use commercially reasonable efforts to resolve and correct reported cases. If the Licensor determines that a request results from a problem within the product that can be temporary, the severity level will be re-evaluated to determine the appropriate course of action.

Licensee acknowledges that it must report to customer services all faults/problems it becomes aware of in connection with the services in accordance with this paragraph.

As part of each such report Licensee will:

- clearly identify the caller/originator of the request for assistance as the Licensee at the start of any communication;
- provide a comprehensive description of the fault/problem and the environment in which the fault/ problem is occurring;
- make all reasonable efforts to provide assistance to Licensor in recreating the reported fault/ problem;
- wherever possible, provide full details of any system changes or other maPer(s) of which it is aware that may have affected provision of the services.

The faults/problems should be reported in the following form:

- Player;
- Ticket ID;
- Game ID.

The Licensee shall maintain a record of all reported faults that will include details of:

- date and time of the first reported fault;
- name of the Licensee's representative reporting the fault;

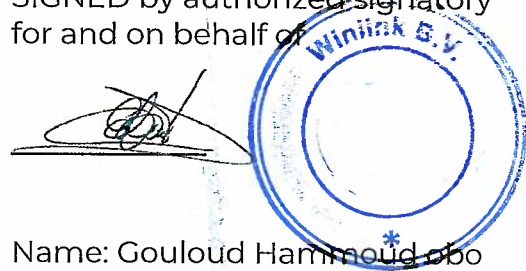


- description of the reported fault;
- item of Game affected;
- date and time of final rectification.

The Parties agree that support for technical issues is meaningful and only as a measure of last resort. In case of support for technical issues being sought outside the Scope of the Support, the Licensor will charge the Licensee the Fees laid.

- The service details stated in this SLA relate to the data network provided by ourselves only. Faults concerning data transmission in the Licensee's area of responsibility are not regarded as faults under this SLA.

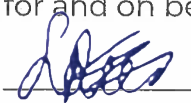
SIGNATURES

LICENSOR	LICENSEE
SIGNED by authorized signatory for and on behalf of  Name:	SIGNED by authorized signatory for and on behalf of  Name: Gouloud Hammoud obo Guardian Corporation Curaçao B.V. Corporate Director Date: 23.09.2025

APPENDIX B
TO THE LICENSE AGREEMENT
dated September 1, 2025 (the "Agreement")

List of Games

Jewel Clicker	Vortex	Double Roll	Limbo Rider
Pumped X	Aero	Dogs' Street	Ball & Ball
Dice Trice	BUBBLES	Magic Keno	Fury Stairs
Donny King	Take My Plinko	Turbo Mines	Towers
Crystal Poker	Fast Fielder	Turbo Plinko	Hamsta
Multiplayer Mines	Spin Strike	Save the Princess	Neko
Book of Mines	Wicket Blast	Crash X Football	Mine
1Tap Mines	Hi-Lo	JavelinX	Dice Twice
Trading Dice	Fruit Towers	Bayraktar	CrashX

LICENSOR	LICENSEE
SIGNED by authorized signatory for and on behalf of  Name:	SIGNED by authorized signatory for and on behalf of   Name: Gouloud Hammoud obo Guardian Corporation Curacao B.V. Corporate Director Date: 23.09.2025