

Software License Agreement

THIS AGREEMENT is signed on March 04, 2025 (the "Agreement")

BETWEEN:

Ziplay Limited, a company incorporated in Cyprus under company number HE 424501, whose registered address is:
15 Kallipoleos & Ifigeneias, 1, AMARAL 30, 2nd floor, Flat/Office 202, 1055, Nicosia, Cyprus
(hereinafter the "**Provider**")

-AND-

Winlink B.V a company incorporated in Curacao under registration number 154346, whose registered address is: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao.
(hereinafter the "**Licensee**")

(both jointly referred to as the "Parties" and each separately as a "Party")

The Parties to the Agreement hereby premise the following:

WHEREAS, the Provider shall provide (i) the games, developed by the Provider, and list of which is attached hereto as Appendix [A] (further referred to as the "**Games**"), and (ii) API for the integration of the Games subject to the terms and conditions, as set out hereunder,

WHEREAS, the Provider is the owner of the API and the Games;

WHEREAS, the Licensee is responsible for integrating the Games into its existing e-gaming platform(s) and for ensuring payment(s) methods are available for the use of the Games;

WHEREAS, the Licensee is a company that offers e-gaming services to its clients and/or operates e-gaming platforms and has sought the Provider's approval for use of the Games;

NOW THEREFORE, the Parties hereby agree on the following terms and conditions:



1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall, unless the context required otherwise, have the following meaning

"Agreement" shall mean this Software License Agreement including any supplementary agreements and/or any other appendices, annexes, schedules or amendment as are adopted or may later be adopted by the Parties in accordance with the terms hereof.

"API" shall mean application programming interface of which, *inter alia*, a set of documented access and integration methods and routines via which the Games are created or via which the Games interacts with an external system. Such access and integration methods and routines may include, without limitation, authentication data, financial data, events, and network communications, programming languages and function calls and library routines, provided as part of the Games.

"Applicable Laws" means all laws and regulations of any jurisdiction in the Territory that are applicable to business operations of the Parties governed by this Agreement, to any of the Parties or to any activity of any of the Parties hereto.

"End User" or "Player" shall mean any person, which registers with and fully accepts the terms of the Website(s) and may access and/or use the Games via the Website(s).

"Games" shall mean the games, developed and/or owned by the Provider the list of which is attached hereto as Appendix [A], as well as their respective updates, whose list may be updated from time to time, depending on the operations of the Provider.

"Material (Serious) Breach" shall mean any single or multiple breaches by a Party of its obligations hereunder, which the Party fails to cure within fourteen (14) calendar days from the date of receiving a notice from the non-breaching Party or which breach – at the non-breaching Party's reasonable assessment – is incapable of being cured, as well as any other breach of this Agreement that is explicitly mentioned as a Material (Serious) Breach hereunder.

"Restricted Territories" shall mean the jurisdictions as per Appendix D hereto and any jurisdictions as per amendments hereto.

"Sublicensee" shall mean a client of the Licensee which acts as (1) Operator of online casino, or/and acts as (2) Game Aggregator reselling the Games to its clients, which act as Operators of online casino (hereinafter: "Operator" and/or "Aggregator" accordingly, or together named hereinafter: "Sublicensees").

"Sublicense Fee" shall mean a Fee paid by the Sublicensee in consideration of a license to use the Games on its domains subject to this Agreement.

"Territory" means the entire world excluding the Restricted Territories.

"Website(s)" shall mean websites operated and/or serviced by Licensee or any of its Sublicensees.

2. Granting of License for Use of Games

2.1 The Provider hereby provides the Games to the Licensee and its Sublicensees (if applicable) in accordance with Appendix A and grants a restricted, non-exclusive, non-transferable, limited license to use such Games ("License") on domains of Licensee as well as on domains of Sublicensees which are clients of Licensee after obtaining Provider's prior written approval for each such Sublicensee.

2.2 The Licensee shall submit each new potential Sublicensee, including without limitation



the list of such Sublicensee's domains by means of which the Games are planned to be used, to the Provider for its prior approval before entering into any sublicense agreement.

Licensee shall furnish all and any requests for the approval of all such potential Sublicensees to the email addresses specified in Section 15 of the Agreement. The Provider shall approve or reject the respective potential Sublicensee, submitted by the Licensee, within ten (10) business days.

2.3 Prior to granting any sublicense approval, the Provider shall have the right to request due diligence documents regarding the potential Sublicensee, and absence of necessary certificates and licenses for a given jurisdiction where the Sublicensee operates is considered as a reasonable ground for withholding the approval. Any sublicense rights granted by the Licensee shall further be subject to the following cumulative conditions:

- a. The Licensee is and will always be fully responsible (and fully accountable toward the Provider), and shall hold the Provider harmless, for any act or omission by a Sublicensee that if committed by Licensee would have been a breach hereunder,
- b. Any sublicense to a Sublicensee shall be pursuant to a written and fully executable agreement between the Licensee and the Sublicensee through which the Sublicensee undertakes, as applicable:
 - (i) the Sublicensee will comply with all applicable requirements imposed on Licensee as set out herein, *mutatis mutandis*; and
 - (ii) that the Sublicensee shall not have any right to further sublicense the Games.

2.4 The Licensee undertakes to use (and shall procure the Sublicensees to use) the Games for offering its clients internet gaming services and activities and related services only.

The Licensee and Sublicensees are restricted to use the Games only in line with the present Agreement. In addition, the Provider reserves all rights not expressly granted to the Licensee and/or its Sublicensees under this Agreement.

2.5 Licensee and Sublicensees are solely responsible for the day-to-day operational activities of the Websites by means of which they offer the Games, including game marketing, customer support and payment management.

2.6 Licensee is and will be during the Term of this Agreement in full compliance with all laws and regulations applicable to its activities herein, including in each territory in which it markets and promotes the Games and its platform(s). Licensee agrees to cease with immediate effect its activities engaging the Games supplied by the Provider and/or cease the operation of the Games in any territory, or with respect to any Third Party as may be requested by the Provider upon the occurrence of any illegality or suspicion of illegality. Grounds for illegality and/or suspicion of illegality shall include enquiries by the government authorities (including those sent via electronic means), public announcements etc. The Licensee shall expressly notify the Provider about the fact of ceasing the operation(s) of such Game(s) and/or platform(s) in such territory(-ies).

2.7 The Licensee is expressly prohibited from:

- a. asserting or implying that title or ownership rights in the Games belong to it;
- b. removing any Provider's copyright or trademark notice;

- c.
- d. using or allowing the use of the Games and API in connection with any content that involves offensive or discriminatory materials, depiction of violence, or any content that might be deemed illegal, immoral or discredit, in any manner, the Provider's trademark and/or other distinctive marks.
- 2.8 Nothing in this Agreement shall prohibit the Provider from granting licenses with respect to the Games and API to any other third parties and/or operate the Games and API at its discretion.

3. Support Services

- 3.1 The Provider shall exercise reasonable efforts to keep the technical support services available Mon-Fri 9-22 (GMT+3) excluding public holidays in the country of the development and support center of the Provider and subject to downtime for maintenance purposes, system outages and other circumstances beyond the Provider's control. Technical support includes answering technical- and usage-related questions from the Licensee, upgrades of the Games, maintenance operations and fix of all reported and confirmed errors. The Parties acknowledge that, since the Internet is neither owned nor controlled by any entity, the Provider shall not guarantee that any given user will be able to access the Games at any given time.
- 3.2 There are no assurances by the Provider that access will be available at all times and uninterrupted, and the Provider shall not be liable to the Licensee, or any third party for any unavailability of the Games if any internet interruptions or connection problems are caused by a third party and not by action or omission to act by the Provider.
- 3.3 The Provider reserves the right to restrict the availability of the Games temporarily, either in whole or in part, to a reasonable extent if important reasons make such a restriction necessary - such important reasons include, inter alia, but without limitation necessary maintenance work, necessary adaptations, changes and additions to the Games, measures to locate and rectify malfunctions and to ensure the integrity of the system as well as restrictions due to specific risks of unauthorized use. Interruptions and interference with the usability of the Games pursuant to this clause shall be to be in conformity with the Agreement.
- 2.1 The Provider may at any time, without notifying the Licensee, make changes to the Games which are technically and reasonably necessary if they do not affect the general nature or quality of the Games, as well as do not breach the terms of the License.
- 2.2 The Provider is responsible for all aspects of providing, maintaining and operating the Games, including (but not limited to):
- Game management
 - Continuous game & content development
 - Technical support

3. Term and Termination

- 3.1 This Agreement becomes effective upon the date of its signing by duly authorized representatives of both Parties. The duration period of the License is limited to two years ("Original License Period").
- 3.2 This Agreement shall be automatically extended for each following year if neither Party



has declared its intention to terminate it in writing not less than one (1) month prior to the expiration date. Automatic extension of the Agreement is termless.

- 3.3 Either Party may terminate this Agreement prior to the expiration of the Original License Period or afterwards by giving one (1) month prior written notice duly served upon the other Party. In this case, fees and any payments due under this Agreement shall continue to be due for as long as the Agreement is effective and until their full discharge.
- 3.4 The Provider may terminate this Agreement with immediate effect at any time by giving a written notice to the Licensee in case
- a. The Licensee commits a serious breach of this Agreement and if, in the case of a breach capable of being remedied, shall have failed to remedy the breach within fourteen (14) business days after the receipt of a request in writing from the Provider to do so. In case the Provider considers a breach as capable of being remedied and sends a request in this regard to the Licensee, such notice must contain a warning of the Provider's intention to terminate this Agreement should the breach not be remedied. A serious breach under this Agreement shall constitute but is not limited to any cases duly confirmed by the Provider of sublicensing without prior consent of the Provider, payment delays taking place over two consecutive months, making copies of the Games, making any alterations of the Games, its components, applications or derivatives; or
 - b. The Licensee ceases to hold the applicable license issued by the relevant authority in a respective jurisdiction where it provides gaming services and permits or acts in breach of any applicable gaming and gambling laws as laid out in Sections 10.4 to 10.9; or
 - c. The Licensee permanently discontinues the use of the Games.
- 3.5 The Provider reserves the right to terminate the Agreement if the Licensee is in delay of making the payments stipulated in Section 5 and such delay exceeds seven (7) days. In such case the Provider undertakes to give the Licensee three (3) days' prior written notice.
- 3.6 In addition to the other termination rights, the Provider shall have the rights terminate this Agreement if any perceived, implied or real legal threat would impact the Provider's brand or commercial credibility as a result of any actions of the Licensee that may make the Provider facilitator, administrator or accomplice in illegal activities. Should the Licensee not discontinue such action, the Provider shall have the right to terminate this Agreement as a whole with immediate effect. It is hereby clarified that in the event the competent authorities or the Applicable Laws require additional licensing or any other authorization for the Provider for delivering of the Games or performing any obligation under this Agreement, the Provider will undertake all necessary and reasonable steps and put its best efforts to obtain such. However, in the event of not being able to ensure such licenses or authorizations the Provider shall be entitled to unilaterally terminate this Agreement with immediate effect, which shall not be deemed as a breach of this Agreement.
- 3.7 Upon termination of the Agreement, the Licensee shall return to the Provider all game materials and all copies of the whole or any part thereof as well as the medium upon which the Games were delivered to the Licensee and shall erase the Games, its derivatives, components and applications from its hardware and any magnetic media on which they are stored and certify in writing to the Provider that they have been

completely and irretrievably erased.

- 3.8 Any termination of this Agreement (for any reason whatsoever) shall not affect either Party's accrued rights or liabilities nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force upon or after the termination of this Agreement.

4. Calculation of Gross Gaming Revenue and Fees to Provider

- 4.1 The Licensee undertakes to pay to the Provider monthly fee for the use of Games in the amounts as set out in Sections 4 and 5 hereof (further referred to as the "License Fee").
- 4.2 Amount due to Provider shall be calculated based on Gross Gaming Revenues (GGR). $GGR = \text{Player bets} - \text{Player winnings} - \text{Bonuses}$. Bonuses shall mean amounts of bonuses issued to players, less bonuses that expired or were cancelled by players within a given period. This includes all available types of bonuses, including no-deposit bonuses and free spin bonuses.
- 4.3 Bonus Deduction Cap means that Bonuses deducted from the GGR calculation shall be at fixed rate of ten percent (10%) of GGR.
- 4.4 The Licensee or the Sublicensee (if applicable) shall not pay out the winnings to End Users without prior confirmation of the Provider in the following cases
- a. a player's total amount of winnings from one or a few of the Games gained within 24 hours exceeds ten thousand (10,000.00) EUR or its equivalent in other available currency;
 - b. different players' total amount of winnings from one or a few of the Games gained within 24 hours exceeds ten thousand (10,000.00) EUR or its equivalent in other available currency

For the purpose of this subsection 4.4 the term "winning" shall mean the sum payable to the player(s). The term "bet" shall mean an amount of money placed by the player per spin.

- 4.5 Any winnings paid out in contradiction with subsection 4.4 shall not be taken into account when calculating GGR as per this Section 4.
- 4.6 The Licensee shall pay to the Provider a License Fee from the Gross Gaming Revenues generated from non-Asian countries for the respective month in accordance with the following rates:

GGR min (EUR)	GGR max (EUR)	License fee (%)
0,00		7.0

- 4.7 The amount of the License Fee from the Gross Gaming Revenues generated from Asian countries shall be the following:

GGR min (EUR)	GGR max (EUR)	License fee (%)
0,00		6.0



- 4.8 The Asian countries within the meaning of this Agreement shall include the countries specified in Appendix [B].
- 4.9 The License Fee is due upon receipt of a monthly invoice issued to the Licensee by the Provider and payable within fifteen (15) days following the issuance date of the invoice. In the event that the fee is not paid within this term, the Provider shall have the right, at its sole discretion, to immediately suspend and/or block any use of the Games and/or any license granted, until full payment of any outstanding amount(s) is made by the Licensee to the Provider. For each delayed day the Licensee should pay a penalty of 0,1% of outstanding amount per month.
- 4.10 The Licensee shall notify the Provider of the exact amount of Gross Gaming Revenues for each specific jurisdiction upon the Provider's request.
- 4.11 The Parties additionally agree about the possibility of changes to the fees and/or payment conditions associated with the Games mentioned in Appendix A, which shall be made by both Parties in written form.
- 4.12 Subject to subsection 2.2 hereof the Licensee shall follow the rules below when having an intention of sublicensing the Games to Sublicensees:

Operator's GGR min (EUR)	Operator's GGR max (EUR)	Sublicense Fee min
0,00	∞	8 %

For the avoidance of any doubt and subject to this Section 4 the Licensee is expressly prohibited from setting Sublicense Fee less than 8% when sublicensing the Games to Sublicensees.

5. Fees

All fee amounts stipulated by this Agreement are calculated in Euro unless otherwise agreed by the Parties. In case Licensee receives revenue in other currencies, including cryptocurrencies, it shall convert all fees for the previous month to Euro and fix them according to exchange rates effective as of 00:00 UTC on the 1st day of the current month unless otherwise expressly agreed by the Parties. Exchange rate information shall be taken from XE.com for all fiat currencies and Bitcoin, and from Coinmarketcap for all cryptocurrencies excluding Bitcoin.

Payment of the fees due from either Party shall be made by a wire transfer in Euro to the other Party's banking account against an invoice, unless otherwise expressly agreed by the Parties.

Payment of the fees due from Licensee shall be made either by Licensee or by a competent third party acting on behalf and upon authorization of the Licensee.

Each Party shall be responsible for paying of its own taxes, where its applicable or demanded by law.

The Licensee shall be liable for correct currency conversion and shall indemnify and hold

the Provider harmless from and against all liabilities, costs, damages, claims and expenses directly or indirectly resulting from any non-compliance with any laws, rules and regulations applicable hereto, including foreign exchange regulations.

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6. Copying

The Licensee (and Sublicensees, as the case may be) are prohibited from using, copying, modifying, decoding, reverse engineering, disassembling, creating derivative works from or altering the Games or any part thereof, in any way unless expressly determined otherwise under this Agreement or upon the Provider's prior written consent.

Provided the Licensee has expressly requested in writing from the Provider the authorization to make a copy of the Games for the reason that such copies of the Games are required by the gaming licensing authority from whom the Licensee seeks or holds a license and the Licensee has evidenced this regulatory requirement to the Provider in writing, then the Provider shall not unreasonably refuse to give its consent. Any such consent given is restricted to the presentation of a copy of the Games to the respective gaming licensing authority and does not include any guarantee or warranty whatsoever by the Provider that the Games is acceptable to that authority.

Provided further that the Provider undertakes to provide the Licensee with such information that may be (reasonably) required by the respective gaming licensing authority and that is related to the Games, the Provider shall undertake all efforts to provide this information within fourteen (14) business days from receipt of the Licensee's request by the Provider or else as soon as reasonably possible.

7. Alteration Procedures

- 7.1 Solely the Provider is at all times permitted to modify the Games, either upon the Provider's own initiative and for whatever reason the Provider deems necessary, or upon a duly substantiated request by the Licensee. Such substantiated request shall include, inter alia, the reasons for modification of a specific Game by the Licensee, the eventual anticipated consequences of such modification by the Licensee, as well as a statement on possible risks related to such modification by the Licensee.
- 7.2 The Licensee (and Sublicensees, as the case may be) is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering the Games, its components, applications or derivatives.

8. Intellectual Property Rights

- 8.1 The Parties agree that the Provider, being the exclusive owner and developer of the Games and API, retains full intellectual property rights over them.
- 8.2 The Licensee undertakes to immediately notify the Provider upon the Licensee becoming aware of any unauthorized use of the whole or any part of the Games and/or API.
- 8.3 Without prejudice to this, should any claim be brought against the Licensee by any third party alleging that the Games and / or API or use thereof infringes the Intellectual Property Rights of a third party, the Licensee shall duly and promptly notify the Provider



of receipt or knowledge of such claim. Where notice of such a claim is given to the Provider, the latter shall defend at its own expense any such claim brought against the Licensee provided that the Licensee is to provide all reasonable assistance in respect of the claim.

- 8.4 If, in the Provider's reasonable opinion, the use of the Games or API is or may become the subject of a claim related to Intellectual Property Rights therein then the Provider may replace or modify the Games in such a manner as to ensure that the Games do not infringe any third party's rights. Such modification does not require the consent or approval of the Licensee, unless such modification would render the Games non-compliant with the Specifications.
- 8.5 Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, at all times, continue to be owned or controlled by said Party.

9. Warranties

- 9.1 The Provider warrants that the Games are compliant with the Specifications indicated in Appendix A hereto.

- 9.2 The Provider warrants the following:

- Provider is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and is fully qualified and empowered to own its assets and carry out its business;
- Software and Services do not infringe the copyrights or trademarks of any third party;
- Provider warrants that Licensed Software and Services are free from all viruses known generally at the date of integration.
- In the event if Software doesn't perform substantially, such non-performance to be defined as a defect, and Provider shall correct any reproducible defect in Software in the nearest possible time;
- Provider warrants that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the Software and Services; it is the rightful owner of the rights to the Software licensed under this Agreement and/or has obtained the right from the rightful owner to grant such rights.

- 9.3 To the extent permitted by applicable law, the Provider hereby declares the following:

- a. disclaims all other warranties with respect to the Games, either express or implied, including but not limited to any implied warranties relating to their quality, fitness for any particular purpose or ability to achieve a particular result; and
- b. The Licensee acknowledges and agrees that the Games are provided "as is" and the existence of errors, bugs, any malfunction or dysfunction of the Games arising from scam, fraud, viruses, harmful programs and data, or cyberattack does not constitute a breach of the Agreement and does not make the Provider liable to the Licensee or its Sublicensees, except for the cases when such errors, bugs, any malfunction or dysfunction of the Games appeared due to the fault or negligence of the Provider
- c. in the performance of the obligations undertaken in this Agreement, both Parties undertake to collaborate with the purpose of ensuring the efficient performance of their respective obligations.

- 9.4 The Provider shall not be liable for any event defect or bug or failure of the Games to the extent that it results from
- a. use of the Games other than in accordance with this Agreement;
 - b. failure to operate the Games on non-appropriate hardware or other equipment;
 - c. any modification of the Games not carried out or authorized in advance by the Provider;
 - d. failure of hardware, software, telecommunications, other products or services not supplied by the Provider; or
 - e. any other matter beyond the reasonable control of the Provider.
- 9.5 Provider hereby warrants that if due to the defect, error, mistake or malfunction in the Games or Software appeared due to Provider's fault or negligence, the Licensee makes an incorrect payment to its end users, that would not appear, unless such defect, error, mistake or malfunction in the Games or Software occurred, such financial losses of the Licensee shall be covered by the Provider in full. The Licensee shall take all necessary measures in regard to its products and services to be at all times used solely in compliance with all applicable laws, rules and regulations (in particular all gaming, gambling laws of the respective jurisdiction where such products and services are offered by the Provider), in particular as regards the provision of the Licensee's services to End Users.
- 9.6 The Licensee warrants that it holds the required regulatory, administrative and all other approvals, including gaming and gambling licenses, permits and trade licenses, for the purposes of offering the intended Games in all the jurisdictions, where the Licensee offers such services to End Users, and that such licenses and permits are effective and valid. The list of the jurisdictions where the Licensee shall not offer, market or promote such services and the Games to End Users is attached hereto as Appendix D.
- 9.7 The Licensee represents and warrants to the Provider that the execution, delivery and performance by the Licensee of this Agreement does not and will not violate or result in a breach of or constitute a default under any law to which the Licensee is subject to, or under any governmental authorization (including the laws and governmental authorizations of all respective jurisdictions where the Games will be offered by the Licensee).
- 9.8 The Licensee represents and warrants that there is no ongoing or pending action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affect its financial conditions or operations.
- 9.9 The Licensee represents and warrants that both it and its associates are not involved in the financing of terrorism and the money laundering activities
- 9.10 The Licensee represents and warrants that the Games are offered only on the websites approved by the Provider.
- 9.11 The Licensee shall be liable to indemnify and hold the Provider harmless from and against all liabilities, costs, damages, claims and expenses directly or indirectly resulting from any non-compliance with any such applicable laws, rules, warranties, regulations and conditions as laid out in Subsections 10.4 to 10.9 and Section 6 herein.
- 9.12 Except as otherwise provided for in this Agreement, each of the Parties agrees that neither it nor its related companies, members, shareholders, directors, officers,

employees or representatives will be liable towards each other for any special, indirect or consequential damages including lost profits. This Clause shall survive the termination or expiration of this Agreement.

10. Confidential Information

- 10.1 Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials concerning the other Party's business, plans, trade and business secrets, know-how, customers, user data, product architecture, data structures, algorithms, codes and products that are confidential and/or general information of technical or business nature or otherwise relating to the business or affairs of a Party that are of substantial value to such Party (hereinafter referred to as "**Confidential Information**"), which value would be impaired if such Confidential Information is disclosed to third parties.
- 10.2 Each Party will at all times treat as confidential in the same way that either Party protects its own information of a similar nature and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as the Confidential Information of the disclosing Party, but in no circumstances failing to meet the standard due diligence and prudence to protect the said Confidential Information. Each Party will not at any time (and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use the Confidential Information other than strictly for the purpose of this Agreement except with the written permission of the disclosing Party.
- 10.3 Each Party to this Agreement shall promptly notify the disclosing Party if it becomes aware of any breach of confidence and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against any person for breach of confidence.
- 10.4 Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that: (i) is or subsequently becomes public domain through no fault of the recipient Party; (ii) is already known to the recipient Party at the time of its disclosure; (iii) is rightfully received by the recipient Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the recipient Party.
- 10.5 The recipient Party may disclose the Confidential Information in accordance with a mandatory judicial or other governmental order, provided that the recipient Party shall give the disclosing Party reasonable notice prior to such disclosure and, if possible, reasonable opportunity to obtain a protective order or the equivalent.
- 10.6 The recipient Party shall return to the disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information or shall destroy such information and copies on the written request of the disclosing Party or upon termination of this Agreement. The returning of materials shall not relieve the receiving Party from compliance with other terms and conditions of this Agreement.
- 10.7 The obligations of this Section 11 remain in full force and effect notwithstanding any termination of the License or this Agreement.



11. Data Protection

11.1. The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

12. Provider hereby confirms that it doesn't process any personal data of the Licensee's customers. Provider agrees and accepts to enter into a separate data processing agreement with Licensee with the provisions of the General Data Protection Regulation only if Provider acquires legal access to any Personal Data of the Licensee's Customer Personal Data during the validity period of the Agreement.

13. Assignment

In the event that at any time during the Term of this Agreement, the ownership or control of at least 25% of the shares in the Licensee should change from the now current ownership or control, or any internal rearrangement in the shareholding of the Licensee between its current shareholders, or any transmission of shares 'causa mortis' should take place, the Licensee shall give the Provider a thirty (30) days prior notification of this event in writing and submit to the Provider contact and other information of the new shareholders reasonably requested by the Provider.

If the Licensee fails to give a prior notification or submit the requested information of the new shareholders, the Provider reserves the right to consider such transfer to be a breach of the Agreement and terminate the Agreement.

The Provider is entitled to assign the rights under this Agreement upon sending a written prior notice to the Licensee according to Section 15 hereof.

14. Force Majeure

- 14.1 Notwithstanding any provisions of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of circumstances beyond the reasonable control of the relevant Party including, without limitation, inability or delay caused through acts of God, fire, flood, riot, civil disturbance, war, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an associated company to that Party), lightning, explosion, internet disruption caused by hack attack (including state-sponsored attack), computer virus attack, malware attack, damaging of undersea internet cables, civil commotion, malicious damage, storm, tempest, act of government or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible, and any other circumstances beyond the reasonable control of the relevant Party.

- 14.2 If any one of the events mentioned above impact either Party's abilities to fulfill obligations defined by this Agreement within its Term, the Games delivery timing and/or period of warranty will be extended by the period of the event(s).

- 14.3 If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within five (5) business days in writing as to commencement, duration and conclusion of the above-mentioned circumstances.



- 14.4 If either Party fails to issue the notice pursuant to Section 14.3 herein or delays its issuance beyond the timeframe defined in Section 14.3, it loses the right to utilize any of the circumstances/events listed in Section 14.1

15. Notices

With the exception of Purchase Orders, 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 the confirmation of receipt by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery. Parties agree that all arrangements between the Provider and the Licensee made in writing (emails, messengers, etc.) with regard to the Agreement shall be deemed effective.

The Parties shall notify each other in writing of any change of address, contact details in accordance with Section 15 hereof.

Provider

Contact Details

- Company Name: Ziplay Limited
- Address: 15 Kallipoleos & Ifigeneias, 1, AMARAL 30, 2nd floor, Flat/Office 202, 1055, Nicosia, Cyprus
- Email: support@zillion.games, legal@zillion.games

Licensee

Contact Details

- Company Name: Winlink B.V.
 - Address: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao.
- Email: compliance@winitv.com, limassol@oneworldweb.net
and copy to winlinkbv@g-force-corporate-services.com

16. General provisions

16.1 Appendix

The provisions included in any written and duly signed by the Parties Appendixes and / or Schedules attached (or to be attached) to this Agreement shall be deemed to form an inherent part of this Agreement and are to be read in conjunction with this Agreement and are binding upon the Parties.

16.2 Severance

If any provision of this Agreement is prohibited by law or declared to be unlawful, void, null or unenforceable by a court, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This shall have no effect on the other provisions of this Agreement which shall remain valid and in force and shall be carried out as near as possible according to its original terms and intent.

16.3 Applicable Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Cyprus.

With regard to any dispute in relation to this Agreement, the Parties shall negotiate in good faith to settle the dispute. If the dispute cannot be settled within thirty (30) days from the date following the date any Party issues written notice requesting settlement of a dispute through negotiation, each Party has the right to submit the dispute to Cyprus Arbitration and Mediation Centre with its seat in the republic of Cyprus according to the Arbitration Rules of the Centre. The number of arbitrators shall be one. The language used in proceedings shall be English.

The Provider retains the rights to sue for breach of its intellectual property rights and other proprietary information related to this Agreement in any jurisdiction where it has reason to believe that an infringement or breach of this Agreement in relation to its Intellectual Property Rights might be taking place.

The Licensee recognizes that a breach or a threatened breach of the Provider's Intellectual Property Rights will cause the Provider irreparable damage and consequently that in this event the Provider is entitled to injunctive relief and other measures that prevent the threatened breach or stop the breach of the Provider's Intellectual Property Rights.

16.4 Amendments

This Agreement may not be amended, varied or modified in any manner except by an agreement in writing signed by a duly authorized officer or representative of each of the Parties.

16.5 Entire Agreement

This Agreement, including any Appendices thereto, supersedes all prior agreements, arrangements and undertakings between the Parties.

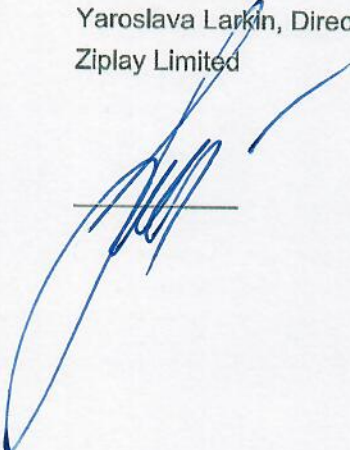
In the event of any inconsistencies between the Agreement and any of its Annexes the Annexes shall prevail. The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

16.6 Counterparts and Language

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorized officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement. This Agreement is drafted in English language. If the Agreement is translated into any other language, the English language version shall prevail.

Provider:

Yaroslava Larkin, Director
Ziplay Limited

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Licensee:

Gouloud Hammoud obo
Guardian Corporation Curacao B.V
Corporate Director

Date: March 26, 2026

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular blue ink stamp. The text "Winlink B.V." is curved along the top inner edge of the stamp, and an asterisk "*" is at the bottom center.

Appendix A

[List of Games and their Specifications to be provided under the Software License Agreement dated March 04, 2025:

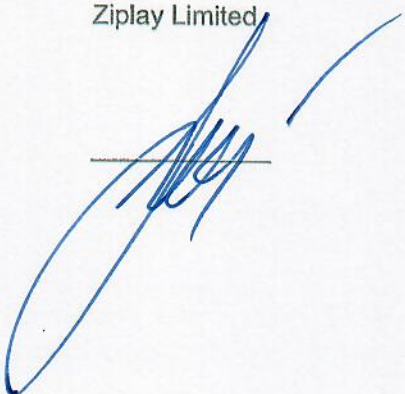
Game Name	HTML5	Available languages
Zeus Treasures		
Royal Crown Fruits		
Book of the Golden Dragon		
Olympus strike		
Golden Dragon Deluxe		
Snow Wolf Saga		
Storm Fruits 2		
Egypt's Moon		
Candy Strike		
Buffalo's sun 3		
Muertos Fortuna		
Storm Fruits		
Miner's Fortune		
Aztec's Legend 2		
Buffalo's Sun 2		
Sun Strike		
Cute Dragon		
Wolf's Moon		
Savannah Spirits		
Egypt Sun Deluxe		
Zeus Fortune		
Book of Valhalla		
Snow Dragon		
Jasmine's Treasures		
Egypt's Sun		
Buffalo's Sun		
Storm Joker		
Aztec's Legend		
Golden Dragon		
Pirate Spirit		
Santa's Jackpot		
Jurassic Fight		
HalloWin		
Candy Stash		
Shark's Bay		
Arcane Woods		
Cleo's Secrets		
Christmas with Hor		
Christmas Of Pyramid		
Xmas Party		
Book Of Spells		



Eagle's Gold		
Mistress Of Pyramid		
Book Of Hor		
Totems Of Gold		
Ocean's Treasures		
Guardians Of Valhalla		
Leprechaun's Gold		
Fruit 5 Lines		

Provider:

Yaroslava Larkin, Director
Ziplay Limited



Licensee:

Gouloud Hammoud
obo Guardian Corporation Curacao B.V.
Corporate Director
Date: March 26, 2025




Appendix B

[List of Asian countries within the meaning of the Software License Agreement Games and their Specifications to be provided under the Software License Agreement dated March 04, 2025:

Bangladesh

China

Indonesia

India

Japan

Korea

Myanmar

Mongolia

Malaysia

Philippines

Singapore

Thailand

Vietnam

with except the markets not allowed to operate with.

Provider:

Yaroslava Larkin, Director

Ziplay Limited

Licensee:

Gouloud Hammoud obo

Guardian Corporation Curacao B.V.

Corporate Director

Date: March 26, 2025



Appendix D

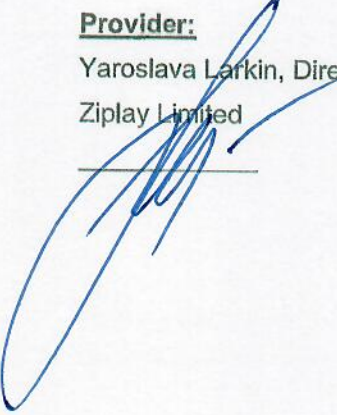
[List of restricted territories under the Software License Agreement dated March 04, 2025:

Israel	Austria
Iran	Germany
USA	Spain
Australia	The Netherlands
	and territories not allowed to operate with

The current List of restricted territories may be modified at the initiative of Provider by a written notification of a duly authorized officer or representative of Provider.

Provider:

Yaroslava Larkin, Director
Ziplay Limited



Licensee:

Gouloud Hammoud
obo Guardian Corporation Curacao B.V.
Corporate Director
Date: March 26, 2025

