

PRODUCT LICENCE AGREEMENT

THIS PRODUCT LICENCE AGREEMENT (the "Agreement") is made on September 1st, 2025 (the "Commencement Date"), by and between:

WSOFT SIA, a company incorporated in Latvia, with company no. 40203251588, legal address: 4, Tallinas iela, Riga, LV-1001, Latvia, represented by Director Olga Rogozina (hereinafter referred to as the "Licensor"), of the one part,

and

RED777 N.V., a company incorporated in Curacao under company number 159999, with its registered office at Zuikertuintjeweg Z/N, Curacao (hereinafter referred to as the "Licensee"), of the other part.

The Licensor and the Licensee shall hereinafter each be referred to as a "Party" and collectively as the "Parties".

WHEREAS:

(A) The Licensee is a licensed provider of online gaming services and wishes to obtain the rights to use the software products (the "Products") under this Agreement and to further offer the Products to Clients for a fee, and the Licensor wishes to grant such rights and to provide the Products, as further set out in this Agreement;

(B) The Licensor holds full legal title to the Products, namely the live games (the "Games") and the platform (the "Platform"), as described in Schedule 2, and is entitled to license the Products to both B2B and B2C Licensees.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following capitalised terms shall have the meanings set out below. For the avoidance of doubt, to the extent that any of the following definitions contain operative provisions, such operative provisions shall take effect as if they were contained in the operative clauses of this Agreement:

"Agreement"	means this Agreement together with all its Schedules and Annexes attached hereto or that may be attached in the future;
"Applicable Laws"	means any laws, statutes, ordinances, and regulations of the jurisdictions applicable to the activities of the Parties;
"Back Office Tools"	means the suite of software and support tools for the Games, owned, maintained, and provided by the Licensor, which enables both the Licensee and the Licensor, if needed, to provide customer support services and access analytics, reports, and account administration;
"Bonuses"	means any additional in-game features or functionalities offered to Users, including but not limited to Bonus Buy, Free Bonus Buy, or similar mechanics, which allow Users to access enhanced gameplay, multipliers, or special outcomes, whether granted

	automatically, for free, or purchased using real money within the Games, as described in Schedule 2 and Schedule 3.
"Business Day"	means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in Cyprus;
"Clause"	means a clause of this Agreement;
"Client"	means a client of the Licensee, namely a B2C or B2B remote gaming operator, approved by the Licensor in accordance with the terms of this Agreement;
"Commencement Date"	means the date first stated at the beginning of this Agreement;
"Commission"	means the revenue-share component of the Fees, i.e. the percentage of Gross Gaming Revenue (GGR) generated through Users' play on the Games that is payable by the Licensee to the Licensor in accordance with the rates and thresholds specified in Schedule 3;
"Confidential Information"	means all commercial, financial, marketing, technical, or other information of a confidential or secret nature (including trade secrets, know-how, and customer information) relating to a Party and disclosed (whether in writing, orally, or by any other means, and whether directly or indirectly) by that Party to the other Party, whether before, on, or after the Commencement Date;
"Contract Manager"	means, in respect of the Licensee and the Licensor, the respective Account Manager, or such alternative person as either Party may notify to the other from time to time.
"Controls"	means that a person possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body, by contract, or otherwise. "Controls" and "Controlled" shall be interpreted accordingly. Without limiting the generality of the foregoing, a person shall be deemed to Control another person if they hold a majority of rights to any of the means of control described above;
"Documentation"	means the documentation (including manuals and technical specifications) relating to the Products provided by the Licensor;
"External Event"	means Force Majeure Events and actions of any Government Agency;
"Force Majeure"	means any event or circumstance beyond the reasonable control of a Party that prevents or delays the performance of its obligations under this Agreement, provided that such event or circumstance could not have been avoided or overcome through the exercise of reasonable diligence. Force Majeure events include, but are not limited to, natural disasters (such as earthquakes, floods, fires, or storms), war, terrorism, civil unrest, strikes, labor disputes, government actions or restrictions, epidemics, pandemics, power failures, cyberattacks, and any other unforeseeable circumstances that make performance impossible or impracticable;
"Fees"	means all payments payable by the Licensee to the Licensor under this Agreement, including (without limitation) the Commission and any other fixed or variable charges, such as the Integration Fee,

	Skin Fee, tips share or any additional amounts set out in Schedule 3 or otherwise agreed by the Parties in writing;
"Games"	means the software-based live games defined in Schedule 2, the title to which is owned by the Licensor, and which are to be licensed to the Licensee under this Agreement;
"Generic Tables"	means standard non-branded gaming tables provided by the Licensor as part of the Platform, which are not customized with the Licensee's branding or visual identity, and are shared among multiple licensees on a non-exclusive basis, as specified in Schedule 2.
"Government Agency"	means any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal, or agency;
"Gross Gaming Revenues"	means the total amount of bets placed on the Games by the Users through the Licensee Services minus the total winnings paid to Users (excluding any chargebacks, bonuses, promotional incentives, and taxes).
"Group"	means, in relation to any Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party, from time to time.
"Integration Fee"	means a one-time, non-refundable fee payable by the Licensee to the Licensor prior to the Live Date for the technical integration of the Platform and the Games into the Licensee's systems and Websites, as specified in Schedule 3.
"Intellectual Property Rights"	means all inventions, copyrights, goodwill, reputation, marks, trade dress, data base rights, applications for any of the above, moulds, get-ups, logos, know-how, domain names, devices and graphic displays, digital and other artwork, sequences of digital or photographic images both coded and visual, sounds however stored and played, and/or other copyright works in relation to the Games (as software) (whether registered or not), as well as the registered engine for software, the source code and its design, architecture of the software, look and feel of the software, trade secrets including details of performance or design of the software.
"Licensee Services"	means the offering of the Games to Clients in the Territory by the Licensee via the Live Broadcast streamed through the Website(s);
"Live Broadcast"	means the real-time or near real-time streamed transmission of the Games conducted by game presenters in the Studios, on which Users may place real-money stakes;
"Live Broadcast Link"	means a prominently placed, separately linked tab, box or similar element (as applicable), labelled "Live Games Broadcast" or similar, on the homepage of the Website, which directs Users directly to the platform where the Games are broadcast by the Licensor, and is of equivalent prominence to links to other services featured on the Website;
"Live Date"	means the date on which: (a) the Platform has been integrated with the Website; and (b) the first stake, wager, or other bet is placed by a User on a Game, provided that the Live Date shall not occur prior to the Licensee

	having made the Games and the Platform available on the Website for User access;
"Minimum Fee"	means, if applicable, the minimum monthly amount payable by the Licensee to the Licensor, as set out in Schedule 3, regardless of the actual Gross Gaming Revenue generated during the relevant period, unless otherwise agreed by the Parties in writing;
"Month"	means, if applicable, the minimum monthly amount payable by the Licensee to the Licensor, as specified in Schedule 3, regardless of the actual amount of Commission due for that month.
"Net Gaming Revenues"	means Gross Gaming Revenues less any agreed expenses, including but not limited to chargebacks, bonuses and promotional incentives, payment processing fees, gambling taxes, and any other agreed deductions.
"Personal Data"	means personal data in respect of the Users;
"Platform"	means the proprietary software system (or "the technical infrastructure and software") that enables the provision of the Live Broadcast of the Games, together with the API, technical and customer support, Documentation, and Back Office Tools, which enable the Licensee to offer the Games with live game presenters on a real-time or near real-time basis, in accordance with the terms of this Agreement;
"Skin"	means a custom-branded version of the Platform and/or Games interface developed by the Licensor at the request of the Licensee, incorporating the Licensee's branding elements such as logos, colours, and other visual identity features, subject to payment of the applicable Skin Fee, as further described in Clause 2.2 and Schedule 2.
"Software Updates"	means any new or revised version of the Platform or the Games (or any part thereof), including but not limited to bug fixes, minor enhancements, improvements, or new features provided by the Licensor;
"Studio"	means the facility or facilities from which the Live Broadcasts are filmed and produced from time to time, with the location(s) and number of such facilities to be determined at the sole discretion of the Licensor;
"System Operation Requirements"	means the IT architecture, functional specifications, and applicable performance standards required to be implemented and maintained by the Licensee to access and receive the Platform, as notified by the Licensor to the Licensee and as updated or amended from time to time;
"Term"	means the Initial Term and any renewal period thereafter, as determined in accordance with Clause 14;
"Territory"	means the world, excluding any jurisdiction or territory: (a) where it is illegal for the Licensee to provide remote gaming services; (b) where the Licensee requires a gaming licence or similar authorisation which it does not hold or ceases to hold; (c) which is notified in writing by the Licensor to the Licensee from time to time, with reasonable notice, as excluded at the Licensor's sole and absolute discretion — including on a Game-by-Game basis;

	(d) where the provision, offering, distribution, marketing, or exploitation of gaming services is prohibited by law unless the Licensee holds the necessary local licences; (e) which may be designated as excluded by the Licensor, at its sole discretion, by written notice to the Licensee from time to time;
"Users"	means the natural persons who are end-users of the Clients, and who use the Games;
"Websites"	means any websites, mobile sites, applications, or digital platforms owned, operated, or controlled by the Licensee or its Clients, through which the Games are made available to Users and which are approved by the Licensor in accordance with this Agreement.

- 1.2. The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3. References to Clauses, Schedules, or Parties are references to the clauses, schedules, and parties of this Agreement, unless otherwise stated.
- 1.4. References to the singular include the plural and vice versa, and references to any gender include all genders.
- 1.5. Any phrase introduced by the expressions "including", "include", "for example", or "in particular", or any similar expression, shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.
- 1.6. "Person" includes any individual, corporation, partnership, joint venture, association, organisation, trust, or other entity (whether or not having separate legal personality).
- 1.7. For the purposes of this Agreement, the terms "controller", "processor", "data subject", "personal data", and "processing" shall have the meanings given to them in Article 4 of Regulation (EU) 2016/679 (General Data Protection Regulation).
- 1.8. Any reference to legislation (including statutes, regulations, or subordinate legislation) shall, unless the context otherwise requires:
 - 1.8.1. be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions made under that legislation; and
 - 1.8.2. be construed as referring to such legislation as amended, consolidated, re-enacted, or replaced from time to time.
- 1.9. If there is any inconsistency or conflict between the Clauses of this Agreement and a Schedule, the terms of the relevant Schedule shall prevail to the extent of such conflict or inconsistency.
- 1.10. In the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Parties agree that this Agreement shall not be construed against the Party that drafted or prepared it. Each Party acknowledges that it has had the opportunity to review and negotiate this Agreement and to obtain independent legal advice prior to its execution.

2. THE SCOPE OF THE SERVICES

2.1. The Product

- 2.1.1. Subject to the terms and conditions set out in this Agreement and in consideration of the Fees, the Licensor hereby grants to the Licensee a non-exclusive, revocable licence throughout the Term and the Territory, subject to the scope and limitations set forth herein, and the Licensee accepts the licensed rights and agrees to exercise:
 - 2.1.1.1. the right to use and resell access to the Platform and the Games to the Clients;
 - 2.1.1.2. the right to offer the Games featured in the Live Broadcast to Users for real-money gaming;

- 2.1.1.3. the right to generate and collect profits derived from the use of the Games by the Users within the Licensee Services;
- 2.1.1.4. the right to use the Back Office Tools;
- 2.1.1.5. the right to advertise and promote the Games and the Platform at Licensee's own expense, subject to the Licensor's prior written approval of each promotional campaign;
- 2.1.1.6. the right to integrate and publish the Games within the Website(s), enabling Users to receive the Live Broadcast and interact with the Games and their features via the Licensee Services;
- 2.1.1.7. the obligation to notify the Licensor of each potential Client and to provide a duly completed and signed preliminary KYC form for each such Client. A potential client shall be considered a Client only upon successful completion of the Licensor's due diligence procedure and receipt of written approval from the Licensor. For this purpose, email communication from the designated addresses shall suffice.
- 2.1.2. The rights granted to the Licensee hereunder shall be non-exclusive, non-transferable, and revocable, and nothing in this Agreement shall prevent the Licensor from providing services of any kind to any third party anywhere in the world.
- 2.1.3. The Licensor shall provide the Products in accordance with the Service Levels specified in Schedule 1.
- 2.1.4. For the avoidance of doubt, the Parties acknowledge and agree that the Licensor holds full right, title, and interest in and to the Products both as of the Commencement Date and at all times during and after the Term. Nothing in this Agreement shall create or confer upon the Licensee any ownership interest, leasehold, right of usage, or other interest of any nature in any equipment (including but not limited to tables, cameras, electrical devices, and studio environments), data, or intellectual property used to deliver the Products.
- 2.1.5. Within the Platform, the Licensor shall deliver the tables and Games as specified in Schedule 2.
- 2.1.6. The Licensee shall provide access to the Platform and the Games exclusively to Clients and their Users as approved under this Agreement and shall not sublicense, assign, or otherwise transfer access to any other third party.
- 2.1.7. The Licensee shall pay the Fees for the use of the licensed rights as described above, in accordance with the terms set out in Schedule 3.
- 2.2. **Branding**
- 2.2.1. The Licensor shall provide the Licensee with access to one (1) version of the Platform (a "Skin"). For each additional Skin requested by the Licensee, a separate Skin Fee (as defined in Schedule 3) shall apply.
- 2.2.2. The Licensor warrants that it has all rights and title to provide the Skin to the Licensee. The Licensee acknowledges that each Skin is part of the Licensor's intellectual property and may not be copied, modified, adapted, or used for any purposes outside the scope of this Agreement.
- 2.3. **Marketing & Promotion**
- 2.3.1. The Licensee agrees and undertakes:
 - 2.3.1.1. to ensure that the Games are offered at all times during the Term via a Live Broadcast Link on the Website(s);
 - 2.3.1.2. to ensure that the marketing, positioning, and prominence of the Games and the Live Broadcast Link on the Website(s) are equivalent to any service that is substantially similar in functionality to the Games and the Platform;
 - 2.3.1.3. to ensure that all marketing (including any marketing of any Skin) is socially responsible and complies with Applicable Law, which, for the avoidance of doubt, is the sole responsibility of the Licensee;

- 2.3.1.4. to ensure that all and any design elements (including thumbnails, banners, posters, buttons, etc.) related to the Games on the Website(s) are either produced by the Licensor or approved in writing by the Licensor prior to publication.
- 2.3.2. Press releases and logos:
 - 2.3.2.1. The Licensor may issue public statements or press releases regarding the subject matter of this Agreement at its sole discretion, without the need to obtain the Licensee's prior written approval.
 - 2.3.2.2. The Licensee shall not issue any press releases or publish any information regarding the Games, the Platform, the Software, or any reference to the Licensor without the Licensor's prior written approval.

3. SUB-LICENCES AND SERVICE LIMITATIONS

- 3.1. The Licensee may not, either directly or indirectly:
 - 3.1.1. sub-licence or sub-contract any of its rights, obligations or liabilities under this Agreement without the prior written consent of the Licensor;
 - 3.1.2. sell, assign, license, lease, rent, loan, lend, transmit, network or otherwise distribute, transfer or make available the Product except as expressly permitted under this Agreement;
 - 3.1.3. make any modifications, adaptations, translations or improvements to the Product for any purpose, including for error correction, functionality enhancement, or maintenance;
 - 3.1.4. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying structure of the Product or any part thereof, including the Back Office Tools;
 - 3.1.5. modify, remove or obscure any proprietary notices, legal disclaimers, copyright statements, or other markings placed in the Games or the Platform, unless required by mandatory provisions of Applicable Law, in which case the Licensee shall notify the Licensor in writing in advance and obtain its written approval;
 - 3.1.6. copy, duplicate or reproduce the Product or any portion thereof by any means for any purpose whatsoever;
 - 3.1.7. attempt to access, extract, or disclose any source code, trade secrets, algorithms, or other Confidential Information embedded in or associated with the Product;
 - 3.1.8. use the Product for any purpose other than delivering the Licensee Services in accordance with this Agreement;
 - 3.1.9. include in the Licensee Services any content that is obscene, defamatory, infringing upon third-party rights, or violating human rights (including, but not limited to, discriminatory content or hate speech) in any manner that may damage the name, image or reputation of the Licensor;
 - 3.1.10. place, promote, or allow the appearance of advertising for the Platform and/or the Games on websites or other digital properties that are in violation of Applicable Law, or that promote or facilitate illegal activity, including but not limited to the unauthorised use or distribution of intellectual property (e.g., file-sharing or piracy websites), or fail to take reasonable steps to prevent such placement.

4. TERRITORY AND REGULATORY COSTS

- 4.1. The rights and licences granted under this Agreement are applicable solely within the Territory, and subject to the Licensee's full compliance with all Applicable Laws in each jurisdiction in which the Licensee provides or intends to provide the Licensee Services. For the avoidance of doubt, the responsibility for ensuring compliance with all normative, legislative, regulatory and licensing requirements in the jurisdictions

in which the Licensee operates lies exclusively with the Licensee. The Licensor shall have no responsibility or obligation to monitor or verify the Licensee's compliance with such requirements in any jurisdiction. In relation to the foregoing:

- 4.1.1. any breach by the Licensee of this Clause 4.1 shall constitute a material breach of this Agreement; and
- 4.1.2. without prejudice to any of its other rights and remedies, the Licensor shall be entitled to suspend the availability (in whole or in part, or with respect to certain jurisdictions or Users) of the Games and/or the Platform to the Licensee (and its Clients) if the Licensor reasonably determines that the Licensee (or any Client) has failed to obtain or maintain the required permits, licences, or to implement adequate technical and administrative compliance measures (including geo-blocking and IP-based restrictions) in accordance with good industry standards, or if such suspension is required by any Government Agency.
- 4.2. The Licensee shall be solely responsible for all regulatory costs, licences, permits, and/or fees payable to any Government Agency in connection with the provision of the Licensee Services in any jurisdiction, as well as any fines, penalties, or other charges imposed by such Government Agencies on the Licensee or on the Licensor in relation to the Licensee's provision of the Licensee Services.

5. PERFORMANCE OF THE SERVICES

- 5.1. Notwithstanding anything else in this Agreement, each Party shall, at its own cost (unless otherwise agreed in writing), perform its obligations under this Agreement using qualified and skilled personnel, in a professional manner, and with adequate resources, in accordance with good industry practice.
- 5.2. The Licensor may engage sub-contractors for any part of the provision of the Product. The Licensor shall remain fully responsible for the performance of its obligations by such sub-contractors to the same extent as if such obligations were performed by the Licensor's own employees or agents. For the purposes of this Agreement, such work shall be deemed performed by the Licensor.
- 5.3. The Licensor shall be entitled to suspend the broadcast of the Games and/or the Platform in the event of Scheduled or Emergency Maintenance, including but not limited to the implementation of Software Updates. Timeframes related to such maintenance are set out in Schedule 1.
- 5.4. The Parties shall cooperate and consult with each other in the performance of this Agreement. Each Party shall designate a contact person responsible for coordination and communication.
- 5.5. The Licensee shall be solely and fully responsible for handling any User complaints and/or disputes, regardless of their nature or cause, and shall indemnify and hold harmless the Licensor from and against any and all claims, losses, damages or liabilities brought by Users in connection with the Licensee Services (including the Games and Platform), except where such claims arise due to the Licensor's wilful misconduct, gross negligence, or breach of express warranties under this Agreement.
- 5.6. The Licensee shall ensure that the User-facing terms and conditions for the Licensee Services include the following provisions:
 - 5.6.1. Users acknowledge and agree that their sole recourse in relation to any complaint, dispute, or claim regarding the Licensee Services (including the Games and Platform) shall be directed exclusively to the Licensee, and that the Licensor shall bear no liability towards Users under any circumstances.
 - 5.6.2. Users agree to use the Platform solely for the purpose of playing the Games, in accordance with the Licensee's terms and conditions and the applicable rules of each Game.

- 5.6.3. Users acknowledge the Licensor's exclusive ownership of all intellectual property in the Games and undertake not to copy, reverse engineer, decompile, modify, or otherwise misuse any part of the Platform, the Games, or the Back Office Tools.
- 5.6.4. The User terms shall explicitly confirm that the Licensor does not access, collect, process or control any personal data of Users, and that such data is processed solely by the Licensee.

6. FEES AND PAYMENTS CONDITIONS

- 6.1. The Licensee shall pay the Fees to the Licensor as set out in Schedule 3. All fixed fees included in the Fees shall be invoiced monthly by the Licensor in advance, unless expressly agreed otherwise. Invoicing of the Fee shall commence from the Live Date.
- 6.2. All payments under this Agreement shall be made exclusively in USDT or such other approved cryptocurrency as agreed by the Parties. The Licensor shall specify the accepted cryptocurrency and the designated wallet address in each invoice. The Licensee shall ensure that the respective amount is transferred no later than fifteen (15) calendar days from the invoice date.
- 6.3. The Licensee shall bear all commissions, transaction fees, and network costs associated with the transfer of cryptocurrency. A payment shall be deemed completed once the required number of block confirmations has been received on the relevant blockchain network.
- 6.4. The amount payable in cryptocurrency shall be calculated based on the Euro-equivalent of the Fees as set out in Schedule 3, converted at the exchange rate published on www.coinmarketcap.com at the time of invoicing. If www.coinmarketcap.com is unavailable, another reliable source shall be used at the Licensor's discretion.
- 6.5. If the Licensee raises no objections to the content of an invoice within ten (10) Business Days of receipt, the invoice shall be deemed accepted and its contents shall be considered final and correct.
- 6.6. If the Licensee raises objections within the time limit under Clause 6.3, it shall still proceed with payment of the invoice according to the Licensor's stated amounts. The Licensee retains the right to initiate a reconciliation process. If the final amount, as confirmed by both Parties, differs from the amount paid, the Licensor shall either adjust the next invoice accordingly or refund the difference to the Licensee.
- 6.7. Each Party shall be responsible for the payment of its own Taxes as required under any Applicable Law.
- 6.8. If the Licensee fails to pay any amount due under this Agreement by the due date, the Licensor shall be entitled, but not obliged, to:
 - 6.8.1. immediately suspend access to the Product until the outstanding amount is received in full in cleared funds; and/or
 - 6.8.2. terminate this Agreement with immediate effect by written notice, if payment is not made within thirty (30) days after the original due date in accordance with Clause 6.2; and/or
 - 6.8.3. require the Licensee to pay liquidated damages at a rate of 0.1% per day of the outstanding amount.

7. TRAINING AND SYSTEM

- 7.1. The Licensee acknowledges and ensures that its Clients acknowledge and agree that the proper operation of the Games and the Platform is dependent on:
 - 7.1.1. the continuous implementation and maintenance by the Clients of the System Operation Requirements;

- 7.1.2. the timely acceptance and implementation of all Software Updates provided by the Licensor; and
- 7.1.3. the understanding that any failure by the Clients to comply with the above may adversely affect the operation, availability or performance of the Games and/or the Platform.
- 7.2. The Licensor shall have no liability to the Licensee or to any Client for any defect, fault, unavailability, deficiency or other adverse effect affecting the Games, the Platform or the Licensee Services, to the extent that such issues are attributable to the Licensee's or any Client's failure to comply with Clause 7.1.
- 7.3. The Licensor and the Licensee wish to integrate the Licensor's Games including their content and software components, into the Licensee's systems (and/or into Client systems where necessary).
- 7.4. The Licensor and the Licensee shall provide each other with all necessary assistance to facilitate the integration and use of the Games, including their content and software components.

8. LIMITATIONS OF LIABILITY

- 8.1. Nothing in this Agreement excludes or limits the liability of a Party for:
 - 8.1.1. fraud;
 - 8.1.2. wilful default or gross negligence;
 - 8.1.3. in the case of the Licensee, any breach of Clause 2.1 (Scope of Licence), non-payment under Clause 6, or breach of indemnification obligations under Clause 9 and intellectual property provisions under Clause 10;
 - 8.1.4. breach of warranties provided in this Agreement;
 - 8.1.5. any liability that cannot legally be excluded or limited.
- 8.2. Subject to Clause 8.1, the total liability of the Licensor under or in connection with this Agreement, including for any breach of warranty or indemnity, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed the greater of:
 - 8.2.1. the total amount paid by the Licensee to the Licensor in the six (6) months prior to the event giving rise to the liability; or
 - 8.2.2. fifty thousand euros (€50,000) per event.
- 8.3. Except as provided in Clause 8.1, neither Party shall be liable to the other for any indirect, special, or consequential loss, or for loss of opportunities, income, profits (actual or anticipated), business, contracts, goodwill, reputation, savings, or for damage to or corruption of data, whether foreseeable or not, and whether or not advised of the possibility of such loss.
- 8.4. The Licensor shall not be liable for any failure to provide the Product (or any part of it) if such failure is due to:
 - 8.4.1. the Licensee's or any Client's failure to meet the System Operation Requirements or to implement Software Updates (as set out in Clause 7);
 - 8.4.2. a Force Majeure or External Event; or
 - 8.4.3. any act or omission of the Licensee, a Client or any User.
- 8.5. Except as expressly stated herein, all warranties, conditions, terms, and undertakings, express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.
- 8.6. Neither Party shall be liable to the other for any enforcement action taken by a Government Agency or regulator in relation to the operation of the Games and Platform, except that the Licensee shall be liable as provided in Clause 9.3.
- 8.7. Each Party shall mitigate any loss for which it seeks to claim indemnity under this Agreement, in accordance with applicable law.

- 8.8. Any claim under or relating to this Agreement must be brought within twelve (12) months of the date the claim arose, or, if later, within twelve (12) months from the date the non-defaulting Party became aware of the matter. Failure to do so shall result in the claim being automatically and irrevocably time-barred.
- 8.9. The Parties confirm that the limitations of liability in this Clause were negotiated on equal terms with independent legal advice, and agree that no part of this Agreement shall be interpreted contra proferentem.

9. WARRANTY AND INDEMNITY

- 9.1. Each Party represents and warrants that:
 - 9.1.1. it has full power, authority, and legal right to enter into and perform its obligations under this Agreement; and
 - 9.1.2. it is duly incorporated and in good standing under the laws of its jurisdiction.
- 9.2. Each Party shall notify the other in writing within ten (10) Business Days if insolvency, bankruptcy or similar proceedings are initiated in relation to it.
- 9.3. The Licensee further represents, warrants and undertakes that:
 - 9.3.1. it has full legal and operational control over the Licensee Website(s) and all rights necessary to perform its obligations under this Agreement;
 - 9.3.2. it holds and shall maintain all required licences, permits, consents and authorisations throughout the Term;
 - 9.3.3. it shall comply at all times with Applicable Laws and promptly notify and remedy any non-compliance;
 - 9.3.4. it shall implement and maintain effective fraud prevention and detection measures in accordance with good industry practice, and acknowledges that the Licensor shall have no liability in connection with any fraud, cheating, or manipulation by Users.
- 9.4. The Licensee shall defend, indemnify and hold harmless the Licensor and its Group (including officers, agents and affiliates) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:
 - 9.4.1. any breach by the Licensee of the warranties in Clause 9.3;
 - 9.4.2. any breach of Clause 5.6 or Clause 12; or
 - 9.4.3. any third-party claim related to the Licensee Services, including by Clients, Users, rights holders or Government Agencies.
 - 9.4.4. The Licensor shall defend, indemnify and hold harmless the Licensee and its Group from and against third-party claims arising from infringement of third-party intellectual property rights in connection with the Product as delivered by the Licensor.
- 9.5. A Party seeking indemnity shall:
 - 9.5.1. promptly notify the indemnifying Party in writing of the relevant claim;
 - 9.5.2. grant the indemnifying Party exclusive control of the defence and settlement of such claim; and
 - 9.5.3. reasonably cooperate at the indemnifying Party's expense.
- 9.6. The Licensee shall immediately notify the Licensor of any changes in ownership or control of the Licensor and of any change in its organization or method of doing business that may affect this Agreement, including but not limited to reorganization, change of postal address, bank details, contact information otherwise all consequences arising therefrom shall be borne by the Licensee.

10. INTELLECTUAL PROPERTY

- 10.1. All Intellectual Property Rights owned or developed by either Party prior to or during the Term shall remain vested in that Party. Any rights, materials or developments created by the Licensor (alone or jointly) in the course of performing this Agreement shall vest solely and exclusively in the Licensor, unless they incorporate pre-existing Intellectual Property Rights of the Licensee.
- 10.2. The Licensee shall promptly notify the Licensor in writing upon becoming aware of any actual, suspected or threatened infringement of the Licensor's Intellectual Property Rights.
- 10.3. The Licensor shall defend the Licensee against any claim brought by a third party alleging that the normal use of the Product under this Agreement infringes their Intellectual Property Rights ("Claim"), provided that the Licensee:
 - 10.3.1. promptly notifies the Licensor in writing;
 - 10.3.2. provides reasonable cooperation and assistance;
 - 10.3.3. grants the Licensor full control over the defence and any settlement;
 - 10.3.4. takes reasonable steps to mitigate potential losses; and
 - 10.3.5. does not admit liability or settle the Claim without the Licensor's prior written consent.
- 10.4. The Licensor shall not be liable for any Claim to the extent it arises from:
 - 10.4.1. use of the Product contrary to this Agreement;
 - 10.4.2. combination of the Product with other items not provided or authorised by the Licensor;
 - 10.4.3. unauthorised modifications;
 - 10.4.4. continued use of the Product after the Licensor has instructed the Licensee to cease such use.

11. CHANGE IN LAW

- 11.1. The Licensee acknowledges that the Licensor's ability to provide the Games and the Platform is subject to Applicable Law and regulatory licensing requirements. The Licensor shall not be liable for any interruption or limitation in its performance resulting from any change in Applicable Law, regulatory action or direction by a Government Agency, provided such change is not caused by the Licensor's breach.
- 11.2. Each Party shall promptly notify the other in writing upon becoming subject to any regulatory investigation or court proceeding in connection with this Agreement that may result in enforcement or judicial action.
- 11.3. If a change in Applicable Law or a binding decision by a Government Agency prevents or materially impedes the Licensor from providing the Product, either Party may terminate this Agreement with immediate effect by written notice. In such case, no compensation shall be due, except for settlement of outstanding Fees.

12. DATA PROTECTION

- 12.1. Each Party shall comply with all applicable data protection laws with respect to any Personal Data processed under or in connection with this Agreement, including the implementation of adequate technical and organisational measures to prevent unauthorised access, loss, or misuse of Personal Data.
- 12.2. If Personal Data is exchanged between the Parties, the Parties shall enter into a separate data processing agreement (including, where applicable, standard contractual clauses or joint controller terms) as required under applicable law.

- 12.3. In the event of a conflict between this Agreement and any applicable data protection agreement entered into between the Parties, the latter shall prevail with respect to the processing of Personal Data.
- 12.4. The obligations of the Parties under this Clause 12 shall survive termination of this Agreement for as long as either Party processes Personal Data received in connection with this Agreement.

13. CONFIDENTIALITY

- 13.1. Each Party shall keep confidential all Confidential Information obtained from the other Party before, during, or after the Term, and shall not disclose it to any third party or use it for any purpose other than to fulfil its obligations under this Agreement, without the prior written consent of the other Party. The Licensee shall ensure that this obligation is contractually imposed on its Clients and shall be liable for any breach by them as if it were its own.
- 13.2. The confidentiality obligations under this Clause shall not apply to information that:
 - 13.2.1. becomes publicly available through no fault of the receiving Party;
 - 13.2.2. is approved in writing for disclosure by the disclosing Party; or
 - 13.2.3. is required to be disclosed by law, court order, or any applicable rules or regulatory requirements, provided that (where permitted by law) the disclosing Party gives prior notice to the other Party and limits the disclosure to the minimum necessary.
- 13.3. Each Party may disclose Confidential Information to its employees, contractors, or professional advisers on a need-to-know basis, provided they are bound by confidentiality obligations at least as protective as those in this Agreement. The disclosing Party shall be responsible for any breach by such recipients.
- 13.4. Each Party shall implement and maintain reasonable technical and organisational measures to protect Confidential Information against unauthorised access, use or disclosure.
- 13.5. Each Party shall, upon reasonable request, provide relevant corporate or ownership information to the other Party for the purposes of initial or ongoing due diligence and shall inform the other Party of any material changes to such information.
- 13.6. The obligations under this Clause 13 shall survive the expiry or termination of this Agreement for a period of three (3) years.

14. TERM, TERMINATION AND SUSPENSION

- 14.1. This Agreement shall enter into force on the Commencement Date and continue for a fixed term of three (3) years, unless terminated earlier in accordance with this Clause. The Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time by providing no less than one (1) month prior written notice to the other Party.
- 14.2. Either Party may terminate this Agreement immediately upon written notice if:
 - 14.2.1. the other Party commits a material breach and, if remediable, fails to remedy such breach within fourteen (14) calendar days of receiving written notice specifying the breach;
 - 14.2.2. the other Party becomes insolvent, is subject to bankruptcy or liquidation proceedings, ceases its business operations, or is otherwise unable to fulfil its obligations under this Agreement.
- 14.3. The Licensor may terminate this Agreement immediately by written notice to the Licensee if:
 - 14.3.1. the Licensee fails or ceases to satisfy the Licensor's due diligence requirements at any time during the Term;

- 14.3.2. any Government Agency imposes a regulatory restriction or informs the Licensor that the provision of the Product is or may be in breach of Applicable Law or licensing conditions and the issue cannot reasonably be remedied;
 - 14.3.3. the Licensee breaches Applicable Law or uses the Product in a manner that is illegal, unethical, or may damage the Licensor's licenses, regulatory standing, or reputation;
 - 14.3.4. the Licensee fails to obtain, maintain or comply with any required licences, permits, or regulatory approvals;
 - 14.3.5. in the Licensor's reasonable opinion, the Licensee has materially breached this Agreement and has failed to remedy the breach within twenty (20) calendar days after written notice;
 - 14.3.6. the Licensor loses the right to provide the Product;
 - 14.3.7. the Licensee causes material harm to the goodwill, reputation, or interests of the Licensor, its affiliates, Products, or beneficiaries.
- In the event of termination by the Licensor for cause under this Clause 14.3, the Licensee shall, within ten (10) Business Days of termination, pay to the Licensor an amount equal to the average monthly Revenue Share paid or payable prior to termination, multiplied by the number of months remaining in the initial Term. The Parties agree this represents a fair pre-estimate of the Licensor's losses.
- 14.4. The Licensor may suspend, modify, or discontinue all or any part of the Games or the Platform without prior notice, if necessary to comply with Applicable Law, regulatory guidance, or to avoid actual or potential legal or reputational harm. The Licensor shall use reasonable efforts to notify the Licensee of such suspension. The Licensee shall not have the right to terminate the Agreement solely due to such suspension or modification.

15. CONSEQUENCES OF TERMINATION AND SURVIVAL

- 15.1. Upon termination or expiry of this Agreement:
 - 15.1.1. the Licensor shall cease to provide the Product, and the Licensee shall immediately cease using it;
 - 15.1.2. the Licensee shall promptly remove all links to the Platform from its systems, delete all Licensor Confidential Information and data, and return or securely destroy any remaining materials, upon request;
 - 15.1.3. all licences granted under this Agreement shall terminate with immediate effect;
 - 15.1.4. the Licensee shall pay all outstanding Fees within seven (7) Business Days.
- 15.2. Termination of this Agreement shall not affect any rights or obligations accrued prior to termination. Any provision intended to survive termination shall remain in force, including but not limited to those relating to confidentiality, intellectual property, limitation of liability, and payment obligations.

16. ENTIRE AGREEMENT

- 16.1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and understandings, whether oral or written, relating to its subject matter. Each Party confirms that it has not relied on any statement, representation or warranty not expressly set out in this Agreement and shall have no remedy in respect thereof, except in the case of fraud.
- 16.2. Any amendment to this Agreement must be made in writing and signed by authorised representatives of both Parties.

17. NOTICES

- 17.1. All notices and other communications under this Agreement shall be in writing and delivered by hand, by internationally recognised courier, by email, or by registered mail, to the addresses specified by each Party. Notices shall be deemed received:
 - 17.1.1. on the date of delivery if delivered by hand or courier;
 - 17.1.2. on the date sent if sent by email, provided that if the email is sent on a day that is not a Business Day or after 6:00 p.m. local time on a Business Day, it shall be deemed received on the next Business Day;
 - 17.1.3. on the third Business Day after posting, if sent by registered mail.
- 17.2. Correspondence contact of the Licensor: compliance.a@smartech-platform.com
Correspondence contact of the Licensee: compliance@red777.com.
- 17.3. Each Party shall notify the other promptly in writing of any changes to its contact information.

18. FORCE MAJEURE

- 18.1. Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent caused by a Force Majeure Event, provided that the affected Party notifies the other in writing without undue delay and takes reasonable steps to mitigate the impact. Upon request, the affected Party shall provide appropriate supporting evidence of the Force Majeure Event, including, where applicable, a certificate or confirmation issued by a competent authority in the country where the Force Majeure Event occurred.
- 18.2. Force Majeure shall not excuse the Licensee's obligations regarding the Licensor's Intellectual Property Rights. The Parties shall use reasonable efforts to continue performance despite the Force Majeure Event.
- 18.3. If a Force Majeure Event continues for more than three (3) consecutive months, either Party may request good-faith consultations regarding the continuation, suspension, or termination of this Agreement.

19. APPLICABLE LAW AND DISPUTES

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 19.2. The Parties shall attempt to resolve any dispute arising out of or in connection with this Agreement amicably and in good faith. A Party wishing to initiate dispute resolution shall issue a written notice (the "Dispute Notice") to the other Party.
- 19.3. If the Parties fail to resolve the dispute within thirty (30) Business Days of receipt of the Dispute Notice, the dispute shall be finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (LCIA) by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be London, England, and the language of the proceedings shall be English.

20. GENERAL

- 20.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court or competent authority, and such provision is not fundamental to the Agreement, the remaining provisions shall remain in full force and effect. The Parties shall use reasonable efforts to agree on a lawful replacement provision that reflects the intended commercial effect.

- 20.2. No waiver of any breach or failure to enforce any provision of this Agreement shall be deemed a waiver of any subsequent breach or of any other provision.
- 20.3. This Agreement may be executed in counterparts and signed electronically. Each counterpart shall be deemed an original and together they shall constitute one and the same agreement.
- 20.4. This Agreement is not intended to confer any rights on any third party, whether under contract or otherwise.
- 20.5. The Agreement shall become effective as of the Commencement Date, regardless of the date of signature.
- 20.6. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may bind the other without express written authorisation.
- 20.7. Neither Party shall issue a press release or make any public announcement regarding this Agreement without the prior written consent of the other Party, unless required by Applicable Law or a stock exchange, in which case prior notice shall be given where practicable.
- 20.8. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, unless expressly permitted herein.
- 20.9. The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 20.10. Each Party shall bear its own costs related to the negotiation, preparation and execution of this Agreement.

For and on behalf of the Licensor:

**WSOFT SIA,
Director**

Olga Rogozina

For and on behalf of the Licensee:

**RED777 N.V.
Director**


IGA Trust BV (Sep 4, 2025 13:41:23 GMT+2)

IGA TRUST B.V.

SCHEDULE 1 – SERVICE LEVEL AGREEMENT

1. Definitions

For the purposes of this Service Level Agreement ("SLA"), definitions shall have the meaning attributed to them in the Agreement, except the following expressions which shall have the meanings respectively attributed to them below:

- a) **Downtime** shall mean any period of time when a majority of the End Users are not able to login or play the Games as determined from Back Office Tools;

2. Games Availability Level

2.1. The Licensor shall provide technical support services to the Licensee which shall include the maintenance of the Games.

2.2. Service uptime (detailed below in Clause 3 of this SLA) for the Games shall not be less than 98.0% per month. Uptime % shall be calculated as follows: $100 - (\text{Unscheduled Downtime (excluding scheduled maintenance and external problems as set forth in cl.2.4.) minutes in Month} / \text{Total minutes in Month}) * 100$ ("**Service Uptime**").

2.3. Scheduled maintenance, system upgrades and other planned activities shall not constitute Downtime and hence shall not reflect on system availability as per the Response Times Matrix (detailed below in Clause 3 of this SLA).

2.4. scheduled maintenance and external problems (e.g. caused by AWS) - shall not be considered as Downtime.

2.5. In the event that (i) there is more than two (2) Severity 1 incidents in one (1) Month; or (ii) the Service Uptime drops below 98.0% for four (4) Months in a row, the Licensor shall develop and implement an action plan to improve the performance of the Games in line with the relevant Service Level in clause 3.

2.6. For the avoidance of doubt, the Licensee acknowledges and agrees that the Licensor shall not be liable for any failure or delay of telecommunication networks or networks operators, or other similar circumstances outside the Licensor's reasonable control.

3. Service Levels

Service levels in relation to the operation of the Games shall be prioritized as follows:

Severity 1	Incidents are those, which result in, or can be reasonably expected to result in, one or more of the following consequences: i.The incident directly prevents the operation of the Games; or ii.A major function of normal operation of the Games has become unusable and there is no work-around availability.
Severity 2	Incidents that cause some minor functions to become unworkable and there is no known work-around (e.g., significant loss of service or function).
Severity 3	Incidents that cause a major function to become unworkable and there is an effective workaround (e.g., a minor loss of service or function).
Severity 4	Incidents that do not have substantial functional impact to the operation of the Games (e.g., the system is working largely as normal with minor loss of service).

4. **Response Time**

4.1. Response time for technical support shall be as follows:

Severity	Response Time			
Code	Level	First Level	Second Level	Final level (if required)
1	Urgent	3 hours	6 hours	Next production or maintenance release
2	High	6 hours	24 hours	Next production or maintenance release
3	Medium	12 hours	10 days	Next production or maintenance release
4	Low	48 hours	30 days	To be agreed upon

5. **The response levels are defined as follows:**

5.1. First Level: Verbal or written acknowledgment of receipt incident report and identification of technician assigned to resolve the reported incident.

5.2. Second Level: Occurs after First Level responds and shall be qualified technician shall have begun an ongoing work session to resolve the reported incident.

5.3. Final level: Official correction, update or new release delivered to Licensee.

6. **Support Request Procedure**

6.1. The response time shall be calculated from when the request is reported by the Licensee and recorded in the Licensor's system. The resolution time is based on the time when the request is logged and the time the Licensor's service team remedies the fault or an appropriate work around is provided for the Games to return to good working order.

6.2. When Licensee submits a support request, it shall provide the following information to the Licensor:

6.2.1. Company name

6.2.2. Contact name and any other relevant contact names

6.2.3. Preferred means of contact (email, phone or JIRA)

6.2.4. Preferred phone number where the Licensee can be reached together with any relevant details if response is requested by phone

6.2.5. Detailed description of the issue

6.2.6. Severity of the incident and its impact on the Licensee's business operation

6.2.7. Steps to reproduce the issue

6.3. Licensee shall submit a support request via email.

6.3.1. Support for Live Casino Games, risk, technical, End User and game queries: Email: help@winfinity.live

6.3.2. Any support requests raised by the Licensee are to be made in the English language.

7. The Licensor Obligations

7.1. The Licensor shall be responsible for managing all incidents in relation to the Games and with the agreement of the Licensee will apply the appropriate incident Severity Level, as defined in Clause 3, to each incident.

7.2. The Licensor shall ensure the continuance of effort to clear the reported incident(s) and restore it within the Response Time levels, as defined in Clause 4.

8. Licensee Obligations

8.1. To ensure the prompt resolution of faults as set out in this SLA, the Licensee agrees to fully co-operate with the Licensor in performing support and maintenance and provide any assistance or information as may be required by the Licensor. It is imperative that any errors are reported promptly to the Licensor using the procedure set out in this SLA.

8.2. The Licensee shall provide the Licensor with full, safe and uninterrupted access, including remote access, to the Licensee's premises, systems, including the facilities and the system hardware and any relevant software and the Licensee's data as may be reasonably required for the purpose of performing support and maintenance, as per the SLA.

8.3. The Licensee is required to perform necessary training and checks to ensure that the Games are being used correctly by the Licensee's employees, service providers, consultants and contractors. The Licensee is responsible for all actions of third parties associated with the Licensee, as for his own actions.

9. Scheduled Maintenance

9.1. The Licensor will need to perform a number of updates and scheduled maintenance from time to time to maintain the availability and performance of the Games.

9.2. The Licensor will inform the Licensee through email at least twenty-four (24) hours prior to any scheduled maintenance. In the event that emergency maintenance is necessary, the Licensor will use reasonable efforts to provide prior written notice to the Licensee as promptly as possible.

10. Exclusions

10.1. No service levels shall apply to any failure of the Licensor to comply with the service level, or to any fault of any priority, caused, in whole or part, by any of the following exclusions events:

- 10.1.1. Any decreased availability or scheduled Downtime due to planned and/or emergency maintenance;
- 10.1.2. A failure of third-party equipment, hardware and/or software;
- 10.1.3. Overall Internet congestion, slowdown, or unavailability;
- 10.1.4. Unavailability of generic internet services (i.e. DNS Services);
- 10.1.5. A failure in local access facilities connecting Licensee to the network;
- 10.1.6. Any failure or fault in Licensee's systems;
- 10.1.7. Any failure by Licensee to use the then current version of the Games or any improper use, misuse or unauthorized alteration by the Licensee (or any of Licensee's third parties) of the Games;
- 10.1.8. "Force Majeure" events as defined in Agreement;
- 10.1.9. Any fraud, negligence, wilful act or omission of the Licensee or any third party acting on the Licensee's behalf (including but not limited to, the Licensee's agents, contractors, vendors, Sublicensees or Affiliates), including but not limited to (i) failing to provide access to the Licensee's premises or systems as reasonably

required by the Licensor or its subcontractors to enable the Licensor to comply with their obligations regarding the Games, or (ii) failing to take any remedial action recommended by the Licensor which is commercially reasonable, or otherwise preventing the Licensor from doing so;

10.1.10. Any delay by the Licensee in providing necessary assistance and information to the Licensor;

10.1.11. Failure as a result of the use of the services, hardware or software which are not part of the Games and are not provided by the Licensor;

10.1.12. Failure as a result of the use of services, hardware or software, which are under the sole responsibility of the Licensee;

10.1.13. Cyber and DDOS (Distributed Denial of Service) attacks attached to the Websites.

For and on behalf of the Licensor:

**WSOFT SIA,
Director**

Olga Rogozina

For and on behalf of the Licensee:

**RED777 N.V.
Director**



IGA Trust BV (Sep 4, 2025 13:41:23 GMT+2)

IGA TRUST B.V.

SCHEDULE 2 - TABLES AND GAMES

The Platform shall comprise the following Games and tables:

WINFINITY GAMES OFFERING	
Winfinity live casino table games with applicable variations:	
Winfinity Auto Roulette	• Classic Auto Roulette • VIP Auto Roulette • Speed Auto Roulette Available modes with multipliers: Bonus Buy and Free Bonus Buy: 150x Bonus Buy; 300x Bonus Buy; 500x Bonus Buy; 1000x Bonus Buy; 250x Free Bonus Buy; 500x Free Bonus Buy; 1000x Free Bonus Buy; 2000x Free Bonus Buy; 5000x Free Bonus Buy
Winfinity Roulette	• Bar Roulette • Venice Roulette • BigBang Show Roulette 50,000x Available modes with multipliers: Bonus Buy and Free Bonus Buy: 150x Bonus Buy; 300x Bonus Buy; 500x Bonus Buy; 1000x Bonus Buy; 250x Free Bonus Buy; 500x Free Bonus Buy; 1000x Free Bonus Buy; 2000x Free Bonus Buy; 5000x Free Bonus Buy
Winfinity BlackJack	• Classic BlackJack • VIP Play Alone BlackJack
Winfinity Baccarat	• Classic • No Commission Baccarat • Multi-table Baccarat
Winfinity Game Shows	• Cabaret Show Roulette • Agent Spinity "Wheel Of Fortune"
GENERIC GAMES OFFERING	
Unbranded and unspecialized generic live casino table games with applicable variations:	
Games:	Number of available tables:
Black Jack	4
VIP Black Jack	1
Roulette	3
Auto Roulette	5
Baccarat	11

Dragon Tiger	1
Top Card	1
Sic Bo	1
Game Show Cabaret Roulette	1
Game Show Agent Spinity	1

The number of Games and tables, that is provided by the Licensor to the Licensee in accordance with this Agreement, may change. The Licensor is entitled to unilaterally add new Games and tables and/or cease or suspend provision of certain Game and table upon prior written notification to the Licensee.

For and on behalf of the Licensor:

For and on behalf of the Licensee:

**WSOFT SIA,
Director**

**RED777 N.V.
Director**

Olga Rogozina


IGA Trust BV (Sep 4, 2023 13:41:23 GMT+2)

IGA TRUST B.V.

SCHEDULE 3 - FEES

1. GENERAL FEES		
INTEGRATION		
Set-up cost for the integration	does not apply	
Minimal fee (means a minimum amount payable by the Licensee to the Licensor each Month)	does not apply	
ASIA		
Live Games Commission on GGR:	€0 - €2,500,000	%
	€2,500,001 – €5,000,000	%
	€5,000,001+	%
Slot Games Commission on GGR:	€0 - €2,500,000	%
	€2,500,001 – €5,000,000	%
	€5,000,001+	%
REST OF THE WORLD		
Live Games Commission on GGR:	€0 - €1,000,000	%
	€1,000,001 – €2,000,000	%
	€2,000,001+	%
Slot Games Commission on GGR:	€0 - €2,500,000	%
	€2,500,001 – €5,000,000	%
	€5,000,001+	%
Collapsing rates does not apply (that means different rates are applied only to the portions of the GGR within specified tiers; for example, if the GGR is EUR 000,000, the fee is calculated as follows: 8,5% on the first EUR 000,000 = EUR 00,000, plus 8% on the remaining EUR 00,000 (i.e., EUR 000,000 – EUR 000,000) = EUR 0,000, resulting in a total fee of EUR 00,000 + EUR 0,000 = EUR 00,000, rather than applying a single rate to the entire amount)		
2. COMMISSION ON SIDE BETS AND UNIQUE FEATURES		
The Licensor shall charge, and the Licensee agrees to pay, the following fees in relation to the Product, calculated based on the Gross Gaming Revenue generated by the side bets, added on top of the General Fees:		
COMMISSION ON BJ SIDE BETS		
First 3	+3%	
It's a Match	+3%	
Last Chance	+3%	
Bet in Play	+3%	
COMMISSION ON ROULETTE "BONUS BUY" SIDE BETS		
Bonus Buy	+3%	
COMMISSION ON BACCARAT SIDE BETS		
Player Pair	+3%	
Banker Pair	+3%	
Big Game	+3%	
Small Game	+3%	
Lucky 6	+3%	
COMMISSION ON DRAGON TIGER SIDE BETS		
EVEN Side Bet	+3%	
ODD Side Bet	+3%	
SUITED Side Bet	+3%	
COLORED Side Bet	+3%	

COMMISSION ON TOP CARD SIDE BETS	
EVEN Side Bet	+3%
ODD Side Bet	+3%
SUITED Side Bet	+3%
COLORED Side Bet	+3%
3. COMMISSION ON UNIQUE GAMES AND GAME SHOWS	
The Licensor shall charge, and the Licensee agrees to pay, the following fees in relation to the Product, calculated based on the Gross Gaming Revenue generated by the unique games and game shows, added on top of the General Fees:	
COMMISSION ON "FREE BONUS BUY" ROULETTE GAME	
Free Bonus Buy Roulette	+3%
GAME SHOWS	
BigBang 50,000x	+3%
Agent Spinity	+3%
Cabaret Roulette	+3%
4. ADDITIONAL FEES	
High stake bets:	0.50 EUR (fifty euro cents) commission applies to every stake that is higher than 50.00 EUR (fifty euro).

For and on behalf of the Licensor:

For and on behalf of the Licensee:

**WSOFT SIA,
Director**

**RED777 N.V.
Director**

Olga Rogozina


IGA Trust BV (Sep 4, 2025 13:41:23 GMT+2)

IGA TRUST B.V.

01.09.25 - PRODUCT LICENSE AGREEMENT - WSOFT - RED777 - DRAFT

Final Audit Report

2025-09-04

Created:	2025-09-03
By:	Mónica Paola Botero (monica@igatrust.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjkh-tLNkC1HLmCNpX6dxtIW77ACiH2b

"01.09.25 - PRODUCT LICENSE AGREEMENT - WSOFT - RED777 - DRAFT" History



Document created by Mónica Paola Botero (monica@igatrust.com)

2025-09-03 - 3:17:47 PM GMT- IP address: 161.22.50.199



Document emailed to Claire Godschalk (claire@igatrust.com) for signature

2025-09-03 - 3:17:51 PM GMT



Email viewed by Claire Godschalk (claire@igatrust.com)

2025-09-04 - 11:35:10 AM GMT- IP address: 93.57.49.34



Signer Claire Godschalk (claire@igatrust.com) entered name at signing as IGA Trust BV

2025-09-04 - 11:41:21 AM GMT- IP address: 93.57.49.34



Document e-signed by IGA Trust BV (claire@igatrust.com)

Signature Date: 2025-09-04 - 11:41:23 AM GMT - Time Source: server- IP address: 93.57.49.34



Agreement completed.

2025-09-04 - 11:41:23 AM GMT