

SOFTWARE LICENSE AND DISTRIBUTION AGREEMENT

This Software License and Distribution Agreement (the "Agreement") is made on the 03rd day of September 2025 ("Effective Date")

BETWEEN: **Mancala Gaming s.r.o.** (the "Licensor"), a company organized and existing under the laws of Czech Republic, under registration number 14428521, with its registered address located at Tyrsova 1832/7, Nove Mesto, 120 00 Praha 2,

AND: **RED777 N.V.** (the "Licensee"), a company organized and existing under the laws of Curacao under registration number 159999, with its registered address located at Zuikertuintjeweg Z/N, Curacao,

WHEREAS, the Licensor has the legal right to license the Software;

WHEREAS, the Licensee is engaged in licensing and resale of the Software;

AND WHEREAS, the Licensor grant Licensee the right to use the Software and sublicense the Software to third parties on the terms and conditions set forth in this Agreement, and Licensee desires the same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means these terms and conditions, each of the attached Annexes and all documents referenced herein, as may be amended and supplemented.

"Annex" refers to any supplement attached to this Agreement or any document subsequently prepared (including an Addendum, Schedule, Supplemental Agreement, Appendix, etc.) which the Parties have agreed in writing to be considered an Annex.

"Bets" means all amounts credited by End Users on the Software.

"Effective Date" is the date of signing of this Agreement.

"End User(s)" means the registered customer(s) of the Software.

"Error" means a material failure of the Software to function in conformity with the normal use.

"License" means the right granted by Licensor to Licensee to use, distribute, promote and sublicense the Software in accordance with the terms and conditions of this Agreement.

"Price" means the fees to be paid by the Licensee to the Licensor in consideration of the grant of the rights under this Agreement.

"Software" means software and other associated intellectual property licensed to the Licensee and listed in Annex 2.

"Licensed Online Casino Operator" means the online casino operator, who operates its online casino in the range of all necessary proper valid governmental gambling license(s) for each jurisdiction where the online casino is operated.

"Sublicense" means the right granted by Licensee to Sublicensee to use the Software to the extent and on the terms and conditions set forth in this Agreement.

"Sublicensee" is any Licensed Online Casino operator which has the right to use Software based on sublicense provided by Licensee.

"Sublicense Agreement" is an Agreement between Licensee and Sublicensee on based of which is the Sublicense granted.

"Third party" means any person or entity which is not a party to this Agreement, or the other agreements listed here.

"Wins" means amounts debited by End Users on the Software which have been credited to the account of a particular End User.

2. THE CONDITIONS AND SCOPE OF THE LICENSE

2.1. Software is provided as a non-exclusive, revocable license granted by Licensor to Licensee. The Licensee expressly acknowledges that the Licensor may license the Software to other partners as well.

2.2. The Software shall be solely used by the Licensee and its Sublicensees as the Licensed Online Casino Operator(s) for the purpose of operating online entertainment gaming through the internet within the scope of all necessary proper valid governmental gambling license(s) for each Territory where the online entertainment gaming is operated. Territories means the world excluding any jurisdiction or territory:

- a) in respect of which it is illegal for the Licensee to provide remote gaming services (the Parties acknowledge that on the date of the Agreement such jurisdictions are set out in Annex 3 of the Agreement); or
- b) in respect of which the Licensee requires a gaming license or similar authorization to provide remote gambling services to residents which the Licensee does not hold, or continue to hold, such gaming license or authorization (as set out in Annex 3 to this Agreement). For the avoidance of doubt, the responsibility to ensure compliance with this clause lies solely on the Licensee, and it is the Licensee's duty to provide the Software only within the allowed territories and to legally acceptable Sublicensees; or
- c) that is notified in writing to the Licensee from time to time by Licensor with reasonable notice, but at its sole and absolute discretion, as being excluded from the scope of the rights granted to the Licensee in this Agreement and where the provision, marketing, operation, or licensing (as the case may be) of the Platform may not be undertaken. The Parties agree and acknowledge that such notice may be on a Game-by-Game basis. If Licensor provides such notice to Licensee, the Licensee might terminate this Agreement with immediate effect and the Licensee is released from any compensation payments due to such termination;
- d) in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion, and/or other exploitation of the gaming services is prohibited by law unless the Licensee holds the applicable licenses for that jurisdiction;
- e) which may be added and designated as excluded Territories by the Licensor (at Licensor's sole and absolute discretion) from time to time by notice to the Licensee.

2.3. The Licensor is released from the liability of any improper (not in accordance with this Agreement) or illegal use of the Software by the Licensee and its Sublicensees.

2.4. The Licensor reserves the right, without prejudice to its other rights or remedies, to block the access to Software to Licensee or any of its Sublicensees who are suspected of engaging in any illegal activity, at any time during the term of the Agreement.

2.5. The License may be provided only by the access code to the Software which is ensured by the Licensor. The source code of the Software is not granted.

3. THE CONDITIONS OF SOFTWARE DISTRIBUTION AND SUBLICENSING

3.1. The Licensor hereby grants Licensee the following rights to resell the Software:

a) to distribute and promote the Software under the name of the Licensor;

b) to grant a non-exclusive, revocable, non-transferable sublicense of the Software or any part thereof to the Licensed Online Casino Operators for a mutually agreed term. Each sublicense shall be assigned a unique access code, and Licensee shall ensure that these access codes remain independent for proper data segregation. Sublicense shall be granted subject to the same restrictions as set forth in this Agreement, and Licensee shall not grant any third party more rights than are granted to Licensee under this Agreement. The Licensee shall notify the Licensor of each sublicense granted, unless otherwise agreed by the Parties.

3.2. The Licensee shall promptly notify Licensor of any sublicenses it intends to grant at least by electronic e-mail form. Any Sublicensing agreement concluded without the Licensor approval shall be invalid. A list of all approved Sublicensees shall be listed and updated in Schedule 1 to this Agreement or agreed electronically by both Parties through e-mail form.

3.3. All Sublicensees, their domains and brand names have to be approved by the Licensor before they sign the Sublicensing agreement. The Licensor reserves the right, without prejudice to its other rights or remedies, to refuse any Sublicensee.

3.4. The sublicense may only be provided through access codes provided by the Licensor. The source code of the Software is not included in the License or sublicense.

3.5. In the event of aggregation of data, where one access code is used for multiple sublicenses, the Licensee shall incur a fee of €10,000 per sublicense affected by such aggregation. The Licensee shall take all necessary measures to prevent the aggregation of access codes and shall indemnify the Licensor for any losses resulting from such aggregation.

3.6. The Licensee is the only entity entitled to grant the Sublicense to its Sublicensees, but to avoid any misunderstanding the Licensee shall not delegate the right to grant the Sublicense to the Third party or Sublicensee. The Licensee is obliged to secure in Sublicense agreement that Sublicensee shall not have the right to sublicense the rights granted under this Sublicense agreement.

3.7. In a case, that Licensee delegates the right to grant a Sublicense to a Third party or Sublicensee, the Licensee shall pay to the Licensor the contractual penalty of EUR 10 000. Any such agreement of the delegation of the right to grant the Sublicense shall be deemed void and access to the Software delegated to the Third Party will be declined. The Licensor is released from all liability arising from such delegation of Licensee's right. The Licensor's right to damages shall remain unaffected.

3.8. The Licensee will use commercially reasonable efforts to ensure that such Sublicensees comply with the terms of this Agreement and will inform the Licensor promptly of any known violation, infringement or breach.

3.9. The Licensee shall be liable on a subsidiary basis for Sublicensees to whom it has granted Sublicenses.

4. INSTALLATION AND ACCEPTANCE

The Licensor shall provide the Licensee with an API access to the Software and also shall provide an assistance during the whole integration process of the Software. During the integration process shall be determinate an authorized employee, who will provide assistance via e-mail api@mancalagaming.com. To avoid any misunderstandings the Licensor explicitly states that this contact is for purpose of assistance during the integration process only.

5. PRICE AND PAYMENT

5.1 Price

5.1.1. The Licensee shall not have to pay a setup fee.

5.1.2. Licensee shall pay the Price and all other related costs (if applicable) within 10 (ten) days from the date of invoice.

5.1.3. Licensee shall pay monthly to the Licensor the Price for the use of the Software in the amount of 80% from gross gaming revenue (GGR) that the Licensee has received from its business operations in the current month for operations targeting worldwide.

5.1.4. By using the percentages stated, the Licensed Fee itself is calculated from the gross gaming revenue, which shall be calculated as follows:

$$\text{Total Bets} - \text{Total Wins}$$

5.1.5. Licensor shall invoice any additional costs reasonably incurred by Licensor for the maintenance of the Software as they are incurred. Payment shall be made by Licensee to Licensor in full without any right of set-off or deduction.

5.1.6. Discounts may be granted on promotional campaigns, as it will be further agreed by the parties in writing. Such adjustments will be included in the corresponding invoice post promotion. If a promotion lasts over a month, such adjustments may be carried to the following invoice.

5.1.7. No later than 5th day of every month the Licensor shall provide the Licensee with a statement setting out its monthly gross gaming revenue for the previous month and the respective monthly invoice.

5.1.8. The invoicing will be provided in **EUR**. All calculations of the currency will be done the 1st day of the month following the reporting month and the value of the exchange rate will be taken from the webpage:

<https://www.xe.com/>

And for crypto the value of the exchange rate will be taken from the webpage:

<https://coinmarketcap.com/>

4.1.9 All reports for invoicing will be done in UTC + 00:00 time zone.

4.2 Payment Options

4.2.1 Payment Details on Invoices

The specific payment method and relevant details, including account information shall be provided on each invoice issued by the Licensor. The information on the invoice will be considered as granted and up to date.

4.2.2 Payment Compliance

The Licensee shall ensure that all payments are made in compliance with the payment instructions provided on the invoices.

5.3 Tax

5.3.1. Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Software, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes in accordance with this Agreement.

5.3.2. All payments by the Licensee due under any transaction document shall be made by the Licensee and the Licensee agrees that all amounts payable under any transaction document are exclusive of any current or future tax or any other fees, expenses, assessment or charges of any kind (including but not limited to income tax, value added tax, goods and services tax, transfer tax, business tax, foreign enterprise income tax, consumption tax, withholding tax or other documentary taxes or charges, and any other taxes and charges, and interest and penalties thereon) imposed by any government, territorial or local government of the Licensee's country of incorporation, or any political subdivision or taxing authority in any such jurisdiction (collectively, "Taxes") and all amounts shall be paid without any restrictions, deductions, withdrawals or compensation deduction.

5.3.3. The Licensor is not established, has no any head offices or branches and not registered in tax authority of the country of supply of the Software and other related services, the Licensor's actions don't give rise to acting as permanent representative office and other tax obligations for the Licensor arising from the present Agreement. In this regard, the Licensee shall be individually responsible for paying any taxes arising under the present Agreement levied on it itself and also as a tax agent of the Licensor in accordance with the Licensee's national tax legislation.

5.3.4. To the extent the Licensee is required by applicable laws or the Agreement conditions to deduct and withhold taxes on any payment arising with the present Agreement the Licensee shall promptly notify the Licensor via email: finance@mancalagaming.com and shall provide the Licensor applicable tax forms, reports, receipts etc. that may be reasonably necessary for the Licensor. The Licensee shall use reasonable efforts to provide any such documents to the Licensor in advance of the due date. The Licensee shall provide the Licensor with proof of tax payment within ten (10) business days following the tax payment. The Licensor shall provide the Licensee with reasonable assistance, as permitted by applicable Laws.

5.3.5. The Licensee shall be solely responsible for any tax payment arising from this Agreement if such liability results from any action by the Licensee, including assignment or sublicense, a change in the Licensee's tax residency, a change in the entity that originates the payment, or a failure on the part of the Licensee to comply with applicable laws.

5.4 Interest

Failure by Licensee to pay any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Licensee liable to pay Licensor interest at the rate of 10% per month on the remaining amount due, or at the highest amount permitted by applicable law. Such interest will accrue daily thereafter and until any judgment related to collection of the amount due.

6. PROPRIETARY RIGHTS

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

7. CONFIDENTIALITY

7.1 Confidential Information

"Confidential Information" shall mean the Software and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

7.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

8. WARRANTY AND REPRESENTATIONS

8.1 Operation

Licensor represents to Licensee that upon notification to Licensor during the term of this Agreement, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct Errors which are reproducible and verifiable by Licensor, excluding any Errors caused by uses of the Software which were not in accordance with the specifications.

8.2 Domains

Licensee warrants and represents approach to the Software shall be possible only on the domain(s) mentioned in Annex 1.

8.3. Each Party represents, covenants and warrants that:

8.3.1. there is no pending or threatened legal action or petition made for the dissolution, liquidation or insolvency of the Party;

8.3.2. each Party has obtained all the requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder;

8.3.3. the execution and delivery of the Agreement has been duly authorized, and constitutes a valid, legal and binding obligation on the Parties;

8.4. Licensor represents, covenants and warrants that:

8.4.1. it has obtained and maintains all the necessary rights, titles, and/or interests in Software; and

8.4.2. the execution, delivery and performance of this Agreement does not and will not (i) violate any applicable law, (ii) violate any charter document of the Parties, (iii) violate any agreement or order applicable to the Party.

8.5 Warranty Disclaimer

THE WARRANTY SET FORTH IN THIS SECTION 8 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION OR PERFORMANCE OF THE SOFTWARE. THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

9. PROHIBITION OF INTERFERENCE INTO SOFTWARE

The license granted under this section shall be construed as strictly prohibiting the Licensee or its Sublicensee from engaging and or authorizing any third party to engage on its behalf in any of the following activities:

- use, license, distribute, modify or otherwise transfer the Software other than those rights specifically granted hereunder;
- remove any proprietary notices from the Software;
- encumber, transfer or assign the Software;
- alter, store, copy, keep, transfer, modify, adapt, translate, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to derive the source code from Software or create copyrightable or copyrighted material of the Software; or
- create derivative works based on the whole or on any part of the Software.

10. INDEMNIFICATION

10.1 The Licensee shall hold the Licensor harmless and indemnify the Licensor at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions brought against the Licensor by the Licensee's Sublicensees, customers or affiliates, to the extent that such cause of action is based upon a claim in connection with the operation of the Licensee's business.

10.2 The Licensee shall indemnify and hold the Licensor harmless at the Licensee's expense (including, but not limited to, reasonable attorneys' fees and all related litigation costs and expenses) for any and all legal cause of actions, penalties, or adjudication brought against the Licensor in connection with any matter relating to the illegal use of the Software by the Licensee or its successors, assigns, parents, subsidiaries, affiliates officers, employees, agents and representatives. To exclude all doubts, the appropriate law firm shall be chosen by the Licensor.

10.3. The Licensee shall indemnify Licensor against any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

10.4. Licensor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered version of the Software if infringement would have been avoided by the use of a current or unaltered version of the Software which Licensor made available to Licensee; or (b) the combination, operation or use of the Software with software, hardware or other materials not furnished by Licensor.

11. LIMITATION OF LIABILITY

11.1 Limitation

LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY ACTION SHALL BE LIMITED TO THE LESSER OF THE MONTHLY AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT OR USD 20,000 (TWENTY THOUSAND US DOLLARS).

THIS LIMITATION APPLIES TO ALL ACTIONS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY APPLICABLE LAWS. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

11.2 Force Majeure

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

12. TERM AND TERMINATION

12.1 Termination

The License granted herein shall remain in effect for indefinite period unless terminated as provided for in Sections 12.2 or 12.3 herein.

12.2 Termination by the Licenser

Licenser may terminate this Agreement and the License, without prejudice to any other remedy Licenser may have, immediately without further obligation to Licensee, with or without cause by giving a 30 (thirty) days written notice to the Licensee.

12.3 Termination by the Licensee

Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within 30 (thirty) days of Licensee's notice to Licenser of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

12.4 Cessation of Use

Upon termination of this Agreement, Licensee shall cease using the Software and promptly return all copies of the Software and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on or off-line computer memory, and destroy all copies of such materials which also incorporate Licensee's Confidential Information. Licenser shall be entitled to enter the location of the Licensee to repossess and remove the Software and any other Confidential Information. Licensee shall, within 5 (five) days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Software have been returned, deleted and destroyed.

13. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

14. VALIDITY

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

15. BINDING AGREEMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licenser.

16. NO WAIVER

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

17. SOLICITATION

The Licensee shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, consultant, contractor, or other personnel of the Licenser, regardless of their role, seniority, or level of involvement with the Software, to terminate or alter their relationship with the Licenser for the purpose of employment, engagement, or any other professional association with the Licensee or any third party acting on behalf of or in collaboration with the Licensee. This restriction shall remain in effect for a period of three (3) years from the later of (i) the termination of such individual's engagement with the Licenser, or (ii) the last date of Acceptance of any Software under this Agreement.

For the avoidance of doubt, this provision shall apply irrespective of whether the individual was directly involved in the development, installation, or support of the Software.

In the event of a breach of this provision, the Licensee shall pay the Licensor a penalty in an amount equal to the greater of (i) fifty percent (50%) of all License Fees paid by the Licensee to the Licensor in the preceding twelve (12) months, or (ii) one hundred thousand euros (€100,000).

18. DATA PROTECTION

Each party shall be responsible for ensuring that its handling of personal data under this Agreement is carried out in compliance with all applicable data protection and privacy laws and regulations, including any requirements regarding the security, confidentiality, and lawful processing of such data.

The parties acknowledge and agree that the Licensor may, in connection with the provision of its products and services under this Agreement, to reasonable handle certain personal data originating from or relating to End Users of the Licensee or related third parties. The Licensor shall carry out such data handling for the purpose of delivering the functionality of its games and services, maintaining service integrity, preventing fraud, fulfilling compliance requirements, or as otherwise set out in this Agreement.

The parties shall be entitled to disclose data protection if it is required by applicable law, regulation, or binding legal obligation.

19. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Czech Republic. The parties hereby consent to the jurisdiction of the courts of the Czech Republic for the purpose of any action or proceeding brought by either of them in connection with this Agreement.

20. NOTICE

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

21. SURVIVAL

Sections 6, 7, 10 and 11 shall survive the termination of this Agreement for any reason.

22. ENTIRE AGREEMENT

This Agreement and its Schedules comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR
Mancala Gaming s.r.o.

Nikita Gorskov
Director

LICENSEE
RED777 N.V.


IGA Trust BV (Sep 4, 2025 12:54:34 GMT+2)

IGA TRUST B.V.
Director

ANNEX 1

The list of Domains

Following list contains complete enumeration of Domains used by the Licensee.

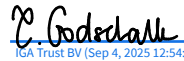
1) red777.com

This list has to be always updated at least by electronical e-mail form and Licensee is obliged to provide the Licensor with all relevant information of its Domains.

LICENSOR
Mancala Gaming s.r.o.

Nikita Gorskov
Director

LICENSEE
RED777 N.V.


IGA Trust BV (Sep 4, 2025 12:54:34 GMT+2)

IGA TRUST B.V.
Director

ANNEX 2

Game providers and games listing location.

All of Licensor's games available on its website at <https://mancalagaming.com/games>.

LICENSOR
Mancala Gaming s.r.o.

Nikita Gorskov
Director

LICENSEE
RED777 N.V.



IGA Trust BV (Sep 4, 2025 12:54:34 GMT+2)
IGA TRUST B.V.
Director

ANNEX 3

JURISDICTION LIST

A. Blocked Territories

The jurisdictions in which the use, offering to users, development, distribution, offering for sale, selling, advertising, promotion and/or other exploitation of any Software is not allowed under any circumstances:

1. Australia
2. Cuba
3. Iran
4. Iraq
5. North Korea
6. South Sudan
7. Sudan
8. Syria
9. Crimea
10. USA
11. Saudi Arabia
12. United Arab Emirates
13. Afghanistan
14. Jordan
15. Mali
16. China
17. Macau
18. Hong Kong
19. Singapore
20. Bahrain

B. Restricted Territories

The jurisdictions which are under increased monitoring regarding strategic deficiencies in their regimes to counter money laundering (ML) and terrorist financing (TF). Any customer as well as any Sublicensee is requested to conduct business in any of those regions with caution and to follow effective policies and procedures to mitigate any risks of ML/TF, including a robust KYC on all customers. Licensor may at its absolute discretion and without the need to provide any additional justification, refuse to allow any of its content to be provided in any of the Restricted and/or High-risk Territories.

C. Regulated Territories

Licensee is not allowed, and guarantees to ensure that the Sublicensees do not, in any way, directly or indirectly, make use of the Software in the regulated jurisdictions or make it available to the End Users located in the regulated jurisdictions, except in case where the Licensee and/or Sublicensee provide a valid proof (license, certification, permit etc) that they are legally permitted to operate the Software in any of the regulated jurisdictions. In the event that a specific jurisdiction should be divided into multiple states or regions, the Licensee or Sublicensee shall only be permitted to offer Software for real money in such state or region as the Licensee's or Sublicensee's local remote gaming license specifically permits.

LICENSOR
Mancala Gaming s.r.o.

Nikita Gorskov
Director

LICENSEE
RED777 N.V.


IGA Trust BV (Sep 4, 2025 12:54:34 GMT+2)
IGA TRUST B.V.
Director

03.09.25 - SLDA - MANCALA - RED777 - DRAFT

Final Audit Report

2025-09-04

Created:	2025-09-03
By:	Mónica Paola Botero (monica@igatrust.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAstCy90WUAqcpcFg8QzFDbuKYLl04R4ce

"03.09.25 - SLDA - MANCALA - RED777 - DRAFT" History

-  Document created by Mónica Paola Botero (monica@igatrust.com)
2025-09-03 - 3:00:50 PM GMT- IP address: 161.22.50.199
-  Document emailed to Claire Godschalk (claire@igatrust.com) for signature
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2025-09-04 - 10:50:07 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 - 10:54:32 AM GMT- IP address: 93.57.49.34
-  Document e-signed by IGA Trust BV (claire@igatrust.com)
Signature Date: 2025-09-04 - 10:54:34 AM GMT - Time Source: server- IP address: 93.57.49.34
-  Agreement completed.
2025-09-04 - 10:54:34 AM GMT