

SOFTWARE LICENCE AGREEMENT

(the "**Agreement**")
concluded on 10/23/2024
(the "**Effective Date**")

by and between

- 1) Cloudtech sp. z o.o. a company incorporated under the laws of Poland, whose registered office is situated at Al. Pokoju 83B/31 31-564 Kraków Poland, entered into the register of entrepreneurs by the district court for Kraków-Śródmieście in Kraków, XI Commercial Division under no: 0000899953, NIP: 6751750963, REGON: 38890473200000, share capital: 5100 PLN, legally represented by Krzysztof Opałka in his capacity as Director
- hereinafter referred to as the "**Provider**"

- 2) BlackSands B.V. with it's registered office at Abraham de Veerstraat 1, Willemstad, Curaçao, under the registration No.: 162520, VAT number: 102645644, represented by Morganite Corporate Services.
hereinafter referred to as the "**Customer**"

referred to individually as a "**Party**" and collectively as the "**Parties**"

WHEREAS:

- the Customer is an online game operator that makes online games available to End-Users at its operator site,
- the Provider is a company dealing in development of online gaming products and software related thereto,
- the Provider is willing to license its online games to the Customer who is willing to accept, on such terms and conditions as hereinafter set out.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

§ 1 Definitions and interpretation

1. For the purposes of this Agreement, the following terms shall have the following meanings:

Affiliates: means any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either Party including as a subsidiary, parent or holding company.

Agreement: this agreement, including each schedule, appendix, and other annexure;

Business Day: a day, other than a Saturday, Sunday or public holiday in Poland are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Confidential Information: any undisclosed data or information of the Disclosing Party and companies related to it by capital, personally or organizationally, both recorded in any material form and intangible, disclosed in any form and time, received in written or oral, electronic and/or using any other media, both before and after the conclusion of this Agreement, regarding the Party and/or its related and/or affiliated entities within the

meaning of the Commercial Companies Code, the Accounting Act or the Income Tax Acts regarding natural or legal persons, and/or business partners, in particular:

(i) all marketing strategies, plans, financial information, forecasts, activities, sales cost estimates, business plans and results of operations relating to past, present and/or future business activities;

(ii) plans for products and/or services and lists of Customer s and/or suppliers;

(iii) any scientific or technical information, inventions, designs, processes, procedures, formulas, forms, improvements, technologies and/or methods;

(iv) all concepts, reports, data, know-how, ongoing projects, research, analysis, specifications, computer software, source codes, result codes, operation diagrams, databases, inventions, information and trade/enterprise secrets; and

(v) any other information for which there are grounds to classify it as confidential information for the Disclosing Party; and

(vi) the provisions of this Agreement and all transactions made and/or documents made in connection with this Agreement.

Control (including the terms "controlled by" and "under common control with"): means the possession, in majority (exceeding ninety percent), directly or indirectly, of the power to direct or cause the direction of the management and policies of a company and/or its assets, whether through the ownership of voting securities, by contract, or otherwise.

Customer Data: means data and information related to Customer's use of the Games, i.e. Wagers and Winning.

Disclosing Party: the Party disclosing Confidential Information to the Receiving Party or a Party to which Confidential Information belongs and/or is associated with it.

Documentation: all documentation related to the Software that is provided or created as part of the performance of the Agreement, which also includes any instructions and/or information delivered digitally, e.g. by email.

Effective Date: date of conclusion of the Agreement.

Fees: fees specified in the Agreement payable in consideration of the granted Licence and other services rendered by the Provider as part of the Agreement.

Games: onlinegames developed and owned by the Provider that are available at any given moment via the Tequity Platform.

Gross Gaming Revenue: for all Games shall be an amount equal to the total nominal value of the Wagers placed by End-Users on the Games during a period specified in an Order less the total Winnings as a result of those Wagers.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will

subsist now or in the future in any part of the world.

Licence: a world-wide (subject to restrictions indicated in the Agreement), payable non-exclusive licence to use the Games and make them available to End-Users, along with any rights to the Tequity Platform granted to the Customer for the purposes of using the Games.

Open-Source Software or **OSS:** means commonly available software or its fragments, which has been made available publicly under the terms that allow anyone to use such software, develop, modify, and distribute it free of charge, for any purpose whatsoever.

Operator Site: means a site on which the Customer makes the Games available to End-Users.

Order: Customer's request for development of Bespoke Software, containing its specification, which has been accepted by the Provider.

Receiving Party: the Party receiving Confidential Information from the Disclosing Party or in another way stipulated in this Agreement.

Representatives: directors and/or supervisory board members, shareholders, partners, directors, officers, employees, agents, subcontractors or other representatives of the Party.

Restricted Territories: countries and/or regions that are not covered by the Licence, which are specified by the Parties in an annex to the Agreement.

Service Level Agreement or **SLA:** agreement between the Parties, constituting an annex to this Agreement, that regulates the terms and conditions regarding the Provider's responsiveness and availability in terms of any errors and/or deficiencies in the delivered Games.

Software: delivered Games integrated with the Tequity Platform.

Source Code: the source code of the Tequity Platform and/or Games subject to the Licence along with all documentation and technical specifications enabling the operation and modification of such software.

Tequity Platform: gaming platform (including all software, documentation, and know-how related to and/or necessary to run the platform) owned by the Provider, which enables development and delivery of the Games to the Customer.

Third Party: any person or entity that is not a party to this Agreement or an Affiliate of one of the Parties.

Third Party Software: any computer program which is proprietary to any Third Parties (other than a permissible sublicensee), with the exception of programs or components required to properly use, implement, or modify the Games, which individually does not constitute an independent product.

Wagers: the aggregate amount wagered by the End Users through the Games.

Winnings: means the aggregate amount won by the End Users through the Games.

2. Clause, annex and paragraph headings shall not affect the interpretation of this agreement.
3. Unless the context otherwise requires:

- a) words in the singular shall include the plural and in the plural shall include the singular;
 - b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - c) a reference to one gender shall include a reference to the other genders; and
 - d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
4. In the case of conflict or ambiguity between any provision contained in the body of this licence agreement and any provision contained in the schedules or annexes, the provision in the body of this licence agreement shall take precedence.
 5. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
 6. References to clauses, Schedules and annexes are to the clauses, Schedules and annexes of this licence agreement and references to paragraphs are to paragraphs of the relevant Schedule or annex.
 7. The Schedules and annexes form part of this licence agreement and shall have effect as if set out in full in the body of this licence agreement. Any reference to this licence agreement includes the Schedules and annexes.

§ 2 Subject of the Agreement

1. Under this Agreement the Provider shall grant the Customer a world-wide, non-exclusive, payable licence to use the Games and make them available to End-Users under the terms contained in the Agreement as well as a relevant Order, which shall in particular specify the Games selected by the Customer.
2. The Customer shall make the Games available to End-Users via its own Operator Site, however the Provider shall integrate the Tequity Platform with the Operator Site in order to allow the use of the Games via the Operator Site. The Games are provided "as is" in consideration of the applicable Licence Fees payable by the Customer. However should the Customer request it, the Provider may customise any provided Game to the extent it concerns implementation of the Customer's branding e.g. logo or adjusting colours. Any further or more complex customizations shall be subject to additional charges.
3. The Provider shall expand the base of the Games available via the Tequity Platform at its own discretion. The Software shall cover all those Games, however the Customer is free to choose which of the Games will be made available via its Operator Site.
4. This Agreement constitutes a framework for the Parties' cooperation and does not of itself oblige the Provider to license any particular Games to the Customer or provide any services. Where it is agreed between the Parties, an Order shall be drawn up, which shall set out at minimum the licensed Games, requirements, specifications, as well as any Fees due to the Provider.
5. Upon an Order being signed by both Parties it will become binding on the Parties and shall form part of this Agreement.
6. The Agreement is not exclusive, and the Provider is and remains at liberty to

simultaneously provide services to Third Parties, unless otherwise stated in the Agreement.

7. The Parties may at any time issue public statements, in particular with the use of social media, disclosing the fact of their collaboration.

§ 3 Provider's obligations

1. The Provider shall use reasonable endeavors to provide the Games to the Customer in accordance with this Agreement and a relevant Order. in all material respects,
2. The Provider declares that:
 - a) it owns all Intellectual Property Rights to all the Software excluding Open-Source Software;
 - b) its Intellectual Property Rights are in no way limited or encumbered with the rights of Third Parties,
 - c) it has the right to exercise moral rights in relation to the Software with the possibility of granting further authorizations to exercise moral rights to the Software,
 - d) it has obtained from authorized persons all rights and authorizations necessary to perform the obligations assumed under the Agreement.
3. The Provider is allowed to use Open-Source Software for the purposes of development of the Games, provided that it obtains an appropriate licence to use the open-source software in the necessary scope and that such a licence may be transferred or sublicensed to the Customer and used by the Customer commercially in accordance with this Agreement, and the use of Open-Source Software in accordance with this Agreement by the Provider will not infringe the rights of Third Parties and will not involve the Customer incurring any costs.
4. The Provider may also use and deliver Third Party Software to the Customer under the terms regarding the OSS, described in the preceding paragraph, provided that the use of such Third Party Software is disclosed to the Customer.

§ 4 Customer 's obligations

1. The Customer shall:
 - a) cooperate with the Provider in all matters relating to the Agreement;
 - b) provide to the Provider in a timely manner all required documents, information, items and materials and ensure that they are accurate and complete in all material respects,
 - c) obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to use and distribute the Games as well as bear any costs related thereto,
 - d) pay the Fees to reimburse any costs as indicated in the Agreement and/or Orders.

2. If the Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, then, without prejudice to any other right or remedy it may have, the Provider shall be allowed an extension of time to perform its obligations, which shall correspond to the delay caused by the Customer.

§ 5 Use of Third Parties

1. The Provider may entrust some aspects of its obligations under the Agreement to a Third Party/Parties, in particular any services or development of the Games.
2. The Provider shall be solely responsible for charges of these Third Parties as and when required.
3. The Provider will take all reasonable care in selecting and instructing a Third Party. The Provider shall accept responsibility for the services provided to the Customer by that Third-Party contractor or for any errors or omissions in its work or products within the scope of the Agreement.

§ 6 Licence

1. The Games as well as the Tequity Platform along with all the rights contained therein, including Intellectual Property Rights shall remain under sole ownership of the Provider. No provision of this Agreement shall be construed to constitute disposal of any of the Provider's rights to the Platform.
2. The Provider grants the Customer non-exclusive, non-transferable, payable Licence to use the Games integrated with the Tequity Platform along with any provided Documentation for a period specified in an Order.
3. The Licence is granted on a world-wide basis, except for the specified Restricted Territories, unless no such territories were indicated by the Parties.
4. The Licence is granted for the purposes of operating, launching and making the Games available to End-Users, which shall include in particular but not exclusively the following rights:
 - using the Games for their intended purpose as well as in accordance with any Documentation that may be delivered by the Provider,
 - commercial distribution of the Games (including on the Internet),
 - public dissemination (including on the Internet),
 - making Games publicly available in such a way that everyone can use them at any time and place, in particular by making it available on any computer network, the Internet, i.e. making them available "on demand",
 - use the Games and/or its elements for the purposes of marketing or promotion of the Customer , including advertising, sponsorship, sales promotion, as well as for educational or training purposes.
5. The Customer is also granted a limited licence to use the Tequity Platform to the extent it is necessary to exercise any of the rights to the Games that are granted to the Customer as part of this Agreement.

6. The Customer may use the Provider's Intellectual Property Rights only in the manner and for the purposes expressly permitted in this Agreement. Any rights not expressly granted under the provisions of this Agreement are reserved to the Provider.
7. The Provider has the right to control the way the Software is used by the Customer in terms of its compliance with the provisions of the Agreement and the purpose of the Software.
8. The Customer is not entitled to:
 - a) sublicense, and is not entitled to transfer or in any way share the Software and the Documentation with Third Parties on a paid or free of charge basis, neither in whole or in part, on the basis of another legal title for the purposes of redistribution of the Software;
 - b) take or allow any action aimed at recreating the Source Code, as well as obtaining information about the internal structure or principles of operation of the Software or any other interference with the Software,
 - c) allow the Software to become the subject of any charge, lien or encumbrance,
 - d) use the Software in the Restricted Territories,
 - e) use the Tequity Platform in any other way than that permissible under the Agreement, in particular but not limited to using the Tequity Platform for integration of other games or making it available to Third Parties under any legal title.

§ 7 Integrations and technical operations of the Games

1. For the purposes of this Agreement the Operator Site shall be integrated with the Tequity Platform to ensure that the Games may be properly launched and operated via the Operator Site. The Order shall specify the Party responsible for such integration as well as other details concerning the integration.
2. The Provider shall also be responsible for technical operations of the Games, including management of infrastructure as well as technical support for the Customer, subject to the SLA.
3. The Provider reserves the right to periodically update and change the Software in order to adapt it to the needs of End-Users as well as operators, fix any existing errors, add functionality, or modify the Software in any other way.
4. The Provider does not guarantee that the Software and all its functionalities or content contained therein will always be available or uninterrupted. The Provider may suspend, withdraw or limit access to in whole or in part for business or operational reasons. As part of its obligations under the Agreement, the Provider shall have continuous access to the Customer Data as defined in the Agreement, which the Customer acknowledges and accepts.

§ 8 Fees and payment

1. In consideration of the granted Licence, the Customer shall pay the Provider the fees specified in a relevant Order.
2. Unless otherwise stated in an Order, the remuneration shall be expressed as a percentage of the Gross Gaming Revenue achieved by the Customer in any given period.
3. Gross Gaming Revenue shall be calculated based on the Customer Data collected by the Provider. However if the Customer has reason to suspect any errors or discrepancies in the Provider's calculations, the Customer may submit his own data regarding the Gross Gaming Revenue in order to cross-examine it with the Provider's data and the Parties shall endeavour to jointly determine the actual amount of the Gross Gaming Revenue.
4. In the event that the amount of Gross Gaming Revenue for any given period shall add up to a negative figure, the amount of Fees due for that period shall be 0 (zero). Moreover, the negative amount shall not be carried over to the following months, i.e. no amounts may be deducted from the Gross Gaming Revenue as a result of a negative value of the Gross Gaming Revenue in any previous periods.
5. Upon conclusion of the period for which the Fees are due, the Provider calculates the Fees in accordance with the rules set out in this Clause as well as the Order and issues an invoice to the Customer.
6. All payments arising from the Agreement shall be payable within thirty (30) calendar days from the date the invoice was issued, unless otherwise agreed upon in the individual Order by the Parties.
7. Costs of legal assistance or mediation related to non-payment shall be borne by the Customer.
8. All Fees expressed in the Agreement shall be construed as net amounts, meaning they are exclusive of any relevant tax liabilities that may burden the Customer under any jurisdiction, in particular VAT.
9. In the event of delay in payment by the Customer, the Provider is entitled to charge interest at the highest applicable rate permissible by law at the time of accrual on all overdue sums. Interest shall be calculated on a monthly basis on accounts remaining unpaid.

§ 9 Audit rights

1. In the event of cross examination referred to in Clause 8.3. Above, for the purposes of determining and/or verifying an amount of remuneration due, the Provider is entitled to at any time request that the Customer deliver any statistics, accounting documents, or any other data and/or documentation that might be necessary to determine the Gross Gaming Revenue, which constitutes a basis for the Provider's Fees under this Agreement.
2. In the event that the Customer refuses to provide information and/or documentation mentioned in the preceding paragraph, the Provider will be entitled to appoint, acting reasonably and in good faith, at the Customer's cost, an auditor to examine the books and records of the Customer relating to this Agreement for the purpose of determining the actual amount of Fees paid to the Contractor. In the event of an underpayment, the Provider may invoice the Company for the shortfall and charge interest under the terms and conditions described in Clause 8 above.

3. If there are any doubts in terms of the accuracy of the data provided by the Customer in terms of the Gross Gaming Revenue, the Provider may also exercise the right described in Clause 8.2., at its own cost, unless the result of the audit leads to discovery of a shortfall in Fees due to the Provider exceeding 5 % (five percent).
4. Any audit under this Clause can take place only to the extent necessary to verify the accuracy of the information provided by the Customer and cannot lead to breach of any Third Party rights or generally applicable provisions of law. The Provider should also ensure that any auditor appointed under this Clause shall fully comply with this Agreement, especially with confidentiality obligations.

§ 10 Warranty

1. The Provider will take all reasonable steps to ensure that the Software delivered to the Customer functions as intended, in accordance with the provided specification. However the Provider does not guarantee that the Software and all its functionalities or content contained within it will always be available or uninterrupted.
2. In the event that the Customer reports that the Software is not functioning correctly or is lacking in any manner, the Provider will investigate this and take corrective action, which will be at no expense to the Customer. The specific terms and conditions on determining errors and/or deficiencies as well as correcting them are outlined in the SLA.
3. In the event that the Customer reports an issue that is related to a matter that falls outside of the specifications provided by the Provider, then the Provider will investigate this and email the Customer a report and, if appropriate, a price to carry out the extra work involved to resolve the issue. Work can only commence once the Customer has approved the report, along with any extra costs incurred.

§ 11 Confidentiality

1. The Parties are obliged to keep secret and not to disclose the Confidential Information received from the other Party in whole or in part to Third Parties and not to use the Confidential Information for purposes other than the performance of this Agreement, subject to the following paragraphs.
2. The Parties are obliged to keep secret and not to disclose the content of this Agreement in whole or in part to Third Parties.
3. From the Launch Date, the Parties may disclose the fact of their cooperation to Third Parties, with reasonable levels of collaboration necessary in terms of any public statements made by either of the Parties, i.e. the sheer fact of cooperation between the Parties shall not be considered confidential.
4. Given that the Disclosing Party may disclose Confidential Information to the Receiving Party, the Receiving Party undertakes to:
 - a) keep all disclosed Confidential Information in full confidentiality with due diligence, however in each case at least to the extent it maintains to protect its own confidential information;
 - b) limit the disclosure of any Confidential Information only to those Representatives of the Receiving Party who must receive such Confidential Information in connection with the cooperation of the Parties and only and solely for the

purposes set out therein; each Party confirms that its Representatives will comply with the principles set out in this Agreement and that the Party will be responsible for any breach of this Agreement by its Representatives and / or any other persons acting on its behalf;

- c) not to disclose any Confidential Information to any Third Party (unless otherwise provided in the Agreement);
 - d) ensure that Third Parties to whom Confidential Information has been disclosed in accordance with point (C) above are duly informed and obliged to use and, if necessary, disclose Confidential Information strictly under the principles of this sections;
 - e) to refrain from, inter alia, copying (unless it is necessary for the purpose of cooperation of the Parties and provided that such copies indicate the rights of the Disclosing Party and the confidential nature of the information), reproduction, modification, disclosure,, reverse engineering and/or decompilation any Confidential Information.
4. The obligation to protect Confidential Information, referred to above, does not apply to the following situations, the Confidential Information:
- a) have become known to the Receiving Party without infringing the law from any other source not subject to the obligation of confidentiality towards the Disclosing Party;
 - b) were disclosed to the Receiving Party without infringement of the law by a duly authorized Third Party;
 - c) have become or become publicly available without the participation or omission of the Receiving Party in breach of this Agreement;
 - d) the disclosure of which is necessary in connection with court or administrative proceedings or their disclosure is required by applicable law;
 - e) are or have been independently developed by employees, consultants, agents and other persons representing the Receiving Party without breaching the terms of this Agreement and applicable law, as well as without reference to or access to any Confidential Information and /or parts thereof; the burden of reliable proof of the above circumstances rests with the Receiving Party.
5. The Receiving Party undertakes to use the Confidential Information only for the proper implementation of the business cooperation of the Parties and that without the prior written consent of a duly authorized Representative of the Disclosing Party, it will not receive any benefits and / or remuneration in connection with the Confidential Information, or use the Confidential Information for any other purpose than expressly permitted by the Agreement.
6. The Receiving Party may disclose Confidential Information without obtaining the consent of the Disclosing Party to its external business and legal advisors, provided that their disclosure takes place only for the purpose expressly permitted by this Agreement and that these advisors are obliged to strictly maintain the confidentiality of the disclosed information adhering to applicable rules of professional secrecy and/ or will be obliged to maintain the confidentiality of Confidential Information under terms no less restrictive than those specified in the Agreement.
7. The Agreement does not grant the Receiving Party any other rights or licenses to the Confidential Information, express or implied, unless otherwise stated in the Agreement. Ownership and all rights in the Confidential Information belong to the Disclosing Party.

8. The obligation to keep the Confidential Information in confidentiality, under the conditions specified in the Agreement, applies to all entities related personally, by capital or organization to the fullest extent possible, and also extends to the employees and associates of the Party, regardless of the legal and actual basis for such cooperation. The party is responsible for the acts or omissions of these persons as for its own. The Receiving Party undertakes that, without the prior written consent of the Disclosing Party, in any direct or indirect way will not issue any communications, public announcements, publications or other statements, in whatever form, relating or in any way indicating the cooperation of the Parties;
9. In the event that a Party or its Representative is required to disclose any Confidential Information in accordance with applicable law and/or as part of court proceedings, that Party, if permitted by applicable law, shall immediately notify the other Party in writing and electronically about such request. with an indication of what documents or Confidential Information is required to be disclosed, so as to enable the Party to obtain protective orders or take other protection measures at the discretion of the Party, and refrain from disclosing Confidential Information for a period permitted by law. In the event that a freezing order or other appropriate measure is not obtained, the Party will disclose only that part of the Confidential Information that is reasonable and necessary under the legal requirements, and the Party undertakes to make all reasonable efforts to obtain credible guarantee that the Confidential Information will be treated confidentially to the fullest extent possible.
10. In the event of termination of the Agreement for any reason, the Parties shall immediately cease using the Confidential Information and return to the other Party or destroy the stored Confidential Information, regardless of the form of its preservation, no later than within 14 days from the date of termination of the Agreement. The same obligation will be imposed on the persons and entities referred to in the preceding paragraph.
11. This section shall remain in force for a period of 5 years from the date of termination or expiration of the Agreement.

§ 12 Data protection

1. Both Parties will comply with all applicable requirements of the GDPR. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under GDPR.
2. The Parties confirm that the Provider shall be the data controller in regard to the Customer's data it acquires (contact data of persons acting on behalf of the Customer) in the duration of the Agreement. This data shall be handled in accordance with the Provider's privacy notice, which constitutes a separate document. However, the Parties confirm that the Provider will not be a data controller or data processor of the Customer's clients' or suppliers' data, unless the Parties conclude a separate agreement for the purposes of such processing.

§ 13 Liability

1. The Provider shall in no case be liable under or in connection with this Agreement or any collateral contract for any:
 - a. loss of revenue;

- b. loss of actual or anticipated profits;
- c. loss of contracts;
- d. loss of the use of money;
- e. loss of anticipated savings;
- f. loss of business;
- g. loss of opportunity;
- h. loss of goodwill;
- i. loss of reputation;
- j. loss of, damage to or corruption of data; or
- k. any indirect or consequential loss,

2. The Provider shall not be liable for:

- a) errors resulting from the Customer's failure to fulfil the obligations under the Agreement;
- b) delay in the performance of the Agreement arising due to circumstances for which the Customer or Third Parties are responsible, and in particular the non-timely performance of contractual obligations by the Customer;
- c) any issues with the Software caused by its improper use,;
- d) malfunctioning or any other error of the Software, which is the result of the breakdown of computers and hardware, as well as changes of the system or software that has not been introduced by the Provider, in particular modifications introduced by the Customer or its Representatives;
- e) infringement of any Third Party rights, in particular Intellectual Property Rights as a result of the Customer's actions, including but not limited to modifications of the Software

3. Each Party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 50 % of the sum of all Fees paid by the Customer for 12 months preceding the relevant event, but not more than EUR 25 000, 00 (twenty five thousand dollars) under the Agreement, with the exception of cases of the intentional fault of the Provider.

4. The Customer undertakes to release the Provider from liability in the event of claims by natural or legal persons related to the breach caused by the Customer's actions. For the avoidance of doubt, this provision constitutes a commitment to provide a Third Party - a natural or legal person submitting a claim, according to which the Customer undertakes to cover all claims submitted by these persons in connection with such violation.

5. The Customer agrees to defend the Provider, at the Provider's request, against any such liability, claim or demand. The Parties respectively agree to notify the other Party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder.

6. The Provider:

- a) warrants that the receipt and use of the Software by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any Third Party;
- b) shall, indemnify the Customer in full against all penalties and legal costs and expenses suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a Third Party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Software.

7. The provisions of this Clause shall survive the termination of the Agreement.

§ 14 Termination

1. The Agreement may be terminated by either Party with notice in writing with a notice period of 1 month with effect at the end of the calendar month.
2. Without affecting any other right or remedy available to it, either Party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - a) the other Party commits a material breach and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - c) proceedings for winding-up, insolvency or similar proceedings have been taken, with respect to the other party in Poland or any other jurisdiction to which it is subject that has an effect equivalent or similar to any of the proceedings or events mentioned in this Clause;
 - d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
3. For the purposes of this Agreement material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
 - a) a substantial portion of this agreement; or
 - b) any of the obligations set out in Clauses 6, 8, 9, 11.
 - c) delay in payment of Fees due to the Provider exceeding 30 calendar days; over the term of this agreement
4. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
5. In the event that the Customer does not pay the outstanding invoice within 14 calendar days of the due date, then the Provider has the right to suspend all further works for the Customer until such time as payment is made in full.
6. In the event that the Customer becomes insolvent or goes into liquidation the Provider will terminate the contract with the Customer and invoice for all the amounts due up to that point.
7. Any particular Order may be terminated separately from the Agreement, however termination of the Agreement results in termination of all the Orders effective at the time of termination.
8. On termination or expiry of the Agreement and/or Order (in its effective scope):
 - a) the Customer shall immediately pay to the Provider all of the Provider's outstanding unpaid invoices and interest and,

- b) in respect of the Fees based on Gross Gaming Revenue that has not been calculated, as of the date of termination, the Customer shall immediately deliver the Provider all data necessary to calculate the Fees due, and the Provider shall issue an invoice in accordance with Clause 8,
- c) the Licence shall expire unless otherwise stated in the Order.

§ 14 Force Majeure

1. Neither Party shall be liable under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, epidemic or pandemic state or lockdown, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the other Party is notified of such an event and its expected duration.

§ 15 Assignment and other dealings

1. This Agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement, unless otherwise stated in other provisions of this Agreement or an Order.
2. The Provider may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Agreement, provided that the Provider notifies the Customer of any such action. For the avoidance of doubt any such assignment does not require the Customer's consent.
3. For the avoidance of doubt, change of Control on part of the Provider does not affect the Agreement unless otherwise communicated by the Provider.

§ 16 Variation

1. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

§ 17 Waiver

1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

§ 18 Rights and remedies

1. The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

§ 19 Severance

1. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
2. If any provision or part-provision of this Agreement is deemed deleted under Clause 20.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

§ 20 The entire agreement

1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

§ 21 Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Order, the provisions of the Order shall prevail.

§ 22 No partnership and agency

1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other Party.
2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
3. However each Party may use the designations of the other Party, such as the name and the logo for the purposes of self-promotion, in reference to the Parties' factual collaboration. The use of the other Parties's designations does not create any ownership right therein and all rights not expressly granted to the Party are reserved to the other Party.

§ 23 Notices

1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - b) sent by email to the address specified below:
Provider's email address: contact@tequity.ventures
Customer's email address: karol@torocasino.com
2. Any notice shall be deemed to have been received:
 - a) if delivered by hand, post or any other method of delivery at the time the notice is left at the proper address;
 - b) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
 3. This Clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
 4. For the avoidance of doubt any reference to writing in this Agreement shall also include email.

§ 24 Counterparts

1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
2. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

§ 25 Governing Law

1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Poland.

§ 26 Jurisdiction

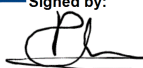
1. Each Party irrevocably agrees that the courts of Poland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by:

D0CEF1BAD656463...

Provider

Signed by:

FE46C9FAF9564FC...

Customer

Annex no. 1 - Order

Order no. 1 to the Software Licence Agreement

1. Integration	
2. Fees	
3. GGR	2.5%

Annex no. 2 - SLA

Service Level Agreement

This Service Level Agreement (SLA) outlines the terms and conditions governing the provision of services by Provider to Customer. The purpose of this SLA is to establish clear expectations regarding service performance, availability, and other key metrics.

Incident Severity Categories

- Category 1: Critical - Complete loss of service availability or critical compliance error
- Category 2: High - Significantly degraded service or a substantial loss of service
- Category 3: Medium - Minor loss of service or function
- Category 4: Low - The system is operational, but there is a minor bug or issue

Customer is responsible for initial categorization. In cases where the Provider disagrees with the assigned category for a specific incident, it reserves the right to adjust the categorization.

Incident Reaction and Resolution

- Category 1: Critical - The team starts working immediately after discovering the incident or being notified about it. The resolution (fix or workaround) is delivered as soon as it's finished
- Category 2: High - The team starts working within 4 business hours after discovering the incident. The resolution (fix or workaround) is delivered as soon as it's finished
- Category 3: Medium - The team starts working within 2 business days. The resolution is provided within next scheduled update
- Category 4: Low - The work is added to the backlog and delivered accordingly

Annex 3 - Restricted territories

The Parties indicate the following Restricted Territories for the purposes of the Agreement:

- North Korea
- Somalia
- Afghanistan
- Iran
- Syria

In the event of regulatory changes, political unrest, economic sanctions, cybersecurity risks, trade embargoes, or any other circumstances that may affect the ability to use the Games in a particular country or region, the Provider reserves the right, acting reasonably and in good faith, to restrict the Licence in those territories. Such restrictions will be communicated to the Customer, who will be informed of the newly excluded territories without the need for formal amendment of the Agreement. The Provider will also notify the Customer of the deadline by which the Games must be withdrawn from the affected territories, ensuring that the deadline is no less than 30 days from the date of notification.