

SOFTWARE AND SERVICES LICENSE AGREEMENT
("Agreement")

This Agreement is made effective as of 18.10.2022 between:

VAGI LTD, a company incorporated in the Republic of Cyprus (company number: 433528) with its registered office at: 219, Aristofanous, MAUROS COURT 140, Apt.: 202, Nicosia, Strovolos, 2038, ("**Licensor**"), from one side,

and

G2Tech B.V., a private limited liability company incorporated in the Curacao (company number: 162012) with its registered office at: Abraham Mendez Chumaceiro Boulevard 50, ("**Licensee**"), from the other side,

The Licensor and the Licensee are hereinafter separately referred to as the "**Party**" and jointly, as the "**Parties**".

WHEREAS,

(a) The Licensee is desirous to obtain a software platform and related services from the Licensor.

(b) Subject Matter and Gaming Services.

Subject to the terms and conditions of this Agreement (including, without limitation, the timely payment to Licensor of the Monthly Fees), the Licensor grants to the Licensee, and the Licensee hereby accepts, a limited, revocable, non sub-licensable, non-exclusive, worldwide, royalty-bearing license (the "License"), valid only during the License Term and solely in territories which are not Excluded Territories, to (i) use and operate the Licensed Software and to provide services to the Operators in connection with the operation of the Operators' Websites, and (ii) to use and grant to an unlimited number of Operators the non-exclusive, limited, non-transferable, non-sublicensable and revocable sublicenses to the Licensed Software, solely through Operators' Websites, (the "Licensed Rights").

(c) The Licensee has chosen, and the Parties have agreed to the Licensed Software listed in the Appendix A "Licensed Software" and further described therein, which can be amended from time to time.

(d) The Operator's Customized Interface shall be customized by the Licensee to have "look and feel" according to the Operator's preference.

(e) The Gaming Platform and the Licensed Software are provided "as is" and the Licensor shall not be liable to the Licensee, any Operator or Player for any error or malfunction of the system. The Licensor does not warrant that the Gaming Platform and the Licensed Software will meet any special requirements of condition, quality, performance, or that the Gaming Platform and the Licensed Software will generate particular revenues or profits for the Licensee or the Operator.

NOW THEREFORE and in consideration of the premises and the mutual covenants set out hereinafter, the Parties agreed as follows:

1. DEFINITIONS AND TERMS USED IN THE AGREEMENT

- 1.1. "Intellectual Property Rights"** means: any and all patents, trademarks, service marks, brand names, logos, design rights, database rights, copyright (including rights in computer software and databases), goodwill, get up, trade dress, trade, business or domain names, rights in inventions, know-how, trade secrets and confidential information, moral rights, publicity rights, performance rights, synchronization rights, mechanical rights and other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registerable including all granted applications and all applications for registration in respect of any of the same.
- 1.2. "Confidential Information"** means any information which relates to the disclosing Party and/or any of its group companies' business that is disclosed or made available (directly or indirectly) by the disclosing Party to the Recipient, whether in oral, visual or written form (including graphic material), whether before, on or after of the signing the present Agreement. The Confidential Information includes but is not limited to: (a) the extent applicable: proprietary information, technical data, know-how, formulae, engineering processes, strategies, photographs, technology, technical literature, research, product plans, products, services, equipment, customers, markets, source and/or object code, software, inventions, discoveries, ideas, processes, designs, drawings, specifications, product configuration information, pricing, marketing and finance documents, prototypes, samples, data sets, photographs, audio, audiovisual, graphics, text, manuals and other written materials, other materials including information which is attributable to, or the existence of which is derived from, the Purpose;

and (b) the information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself.

- 1.3. **"Business Day"** shall mean any day excluding Saturday, Sunday and state holidays on which banks are closed in the country of Licensor and any other locations, where Licensor offices are engaged in the Services under this Agreement (when obligations of Licensor are considered) or in the country of registration of Licensee (when obligations of Licensee are considered).
- 1.4. **"Gross Gaming Revenue (GGR)"** shall mean the total sum aggregated from revenues generated from using the Licensor Software by Licensee. GGR shall be calculated as: gross monies received by the Licensee from any use of the Games, less monies paid out as winnings of Players in respective period. Each period according to this Agreement is always one calendar month, unless stipulated otherwise.
- 1.5. **"Effective date"** shall mean the date on which this Agreement is signed by the Parties. If the Agreement is signed on two different dates, the latter shall be considered to be the Effective date.
- 1.6. **"License Term"** means the term during which the License hereunder is in effect, commencing as of the effective date of this Agreement and ending as of the termination hereof or in any case when the License is revoked.
- 1.7. **"Agreement"** shall mean this written Software License and Service Agreement including all appendices attached hereto, amendments as may be adopted by the Parties from time to time and any and all affiliated documents, like Exhibit, Annex, Appendix, Attachment, Schedule or any other document concerning the License or the use of Services, unless context indicates otherwise.
- 1.8. **"Business activity", "Business operations"** shall mean Licensee's activity in the provision of the Games to Players online or offline (B2C) by using Software granted by Licensor to Licensee.
- 1.9. **"License fee"** shall mean the fee payable by the Licensee to the Licensor for the use of the Software calculated on the basis of this Agreement, generally in the form of Gaming Revenue, unless stipulated otherwise.
- 1.10. **"Technical Support"** shall mean technical assistance for the proper operation of the Software provided under this Agreement, including support for the operational infrastructure.
- 1.11. **"Website"** shall mean any website, mobile site and mobile application accessed to by means of the Software provided by the Licensor and integrated by the Licensee under a common domain name of the Licensee, which is operated by the entity with a registered gaming license used by the Licensee to perform Business Activity (provide to Players access to the Games) and any web domain notified by the Licensee to the Licensor as a Website. The Licensee shall notify the Licensor about any new website (s) using the Licensor Software by Licensee.
- 1.12. **"Excluded territories", "Restricted territories"** means (i) any jurisdiction, country, state, province, region or other political subdivision 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 (see Appendix "B" to this Agreement) unless the Operator(s) hold the applicable licenses for that jurisdiction (ii) any other jurisdictions or territories 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.
- 1.13. **"Discloser"** means the party that is disclosing Confidential Information under this Agreement, regardless of whether such Confidential Information is being provided directly by such party, by a Representative of the party, or by any other person that has an obligation of confidentiality with respect to the Confidential Information being disclosed.
- 1.14. **"Data Protection Laws"** means any applicable law with respect to any Personal Data, replaced or superseded from time to time, including the GDPR, laws implementing or supplementing the GDPR, European Union or applicable member state laws or any other Personal Data or personal privacy laws to the extent applicable to the parties of this Agreement.
- 1.15. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.16. **"Gaming Providers (GPs)"** means the providers of the respective Games as listed in the present Agreement and contracted by Licensor, directly or indirectly, to deliver the Games.
- 1.17. **"Fees to GPs"** means fees for use of Games payable to game content providers, specified in respective Appendices to this Agreement. The Licensee undertakes to pay the Licensor fees for the use of Games under conditions and in the amount specified in Appendices to this Agreement. The Parties additionally agree about the possibility of changes to the fees and/or payment conditions associated with the 3rd Party providers mentioned in the Appendix C.
- 1.18. **"Fees to Payment Processors"** means fees for use of available payment processing methods, including banking card payment processing fees, but not including fees for bank transfers.
- 1.19. **"Games"** means casino branded games and jackpot casino games, slot games, games of chance and any other on-line games provided by GPs.
- 1.20. **"Gaming License"** means approval or other sportsbook, casino, gambling, horse racing or gaming license issued by any gaming authority and authorizing to provide such services to Players in a particular jurisdiction (s).

- 1.21. **"Gaming Platform"** means a compilation of software and hardware (as the case may be) owed and/or licensed by the Licensor that enables provision of the Gaming Services, integrates Games, sportsbook and on-line casino facilities, security and data protection tools, anti-fraud and risk management modules, payment processing solutions, analytics, player management and customer support options.
- 1.22. **"Gaming Services"** means the services delivered by the Operators through their Websites to Players based on a valid Gaming License.
- 1.23. **"Licensed Software"** means that portion of the Gaming Platform, as applicable, including Games, and all ancillary and supporting matter including all other administration and financial processing and monitoring systems, and any back-office software and tools made available to the Licensee.
- 1.24. **"Marks", "Trademarks", "TM"** means the logo and the words pertaining to the business of or the services offered by the Operators, and/or the GPs.
- 1.25. **"Monthly Fees"** means the fees due to the Licensor under this Agreement.
- 1.26. **"Operator"** means third party customer of the Licensee to whom the Licensee is authorized to sub-license the Licensed Software and provide related services and who has obtained and maintains a valid Gaming License and further provided that the Licensee has performed successful KYC procedures for the Operator.
- 1.27. **"Operator's Customized Interface"** means the customized end-user interface of the Gaming Platform including Operator's Marks.
- 1.28. **"Personal Data"** shall have the meaning ascribed to is in the GDPR.
- 1.29. **"Player" or "User"** means a player introduced to the Gaming Services through the Website.
- 1.30. **"Player/User Account"** means an account opened/registered by the Operator, unique to each Player enabling the Player to log into the Gaming Services, make deposits and withdrawals and to identify the activity of the Player within the Gaming Services.
- 1.31. **"Player/User Data"** means any and all data submitted by the Player on the Website and collected, compiled and stored by the Operator and/or the Licensee for the purpose of processing transactions due to a Player's use of the Gaming Services.
- 1.32. **"Players/Users Funds Account"** means such account/s as shall be designated by the Licensee or the Operator from time to time for the purpose of holding all monies belonging to Players.
- 1.33. **"Software"** means any proprietary software belonging to the Licensor, GPs and/or any of their respective groups or related companies and partners used for the purpose of providing the Gaming Services.
- 1.34. **"Recipient"** means a natural or legal person, public authority, agency or another body, to which the Confidential Information under this Agreement are disclosed, whether a third party or not.
- 1.35. **"Reporting period"** means the respective period according to this Agreement is always one calendar month, unless stipulated otherwise.
- 1.36. Other terms not defined in this section are interpreted in accordance with the applicable law. In the absence of an unambiguous interpretation of the term in the text of this Agreement and/or in the normative acts of the applicable law, interpretation should be guided by the interpretation established on the Internet (on relevant Internet resources) and business practice.

2. FEES AND BILLINGS

- 2.1. The Licensee shall pay to the Licensor during the Term of this Agreement fees for using of the Software and other related services, as defined in this Agreement via bank transfer on the terms stipulated in the Appendix A to this Agreement.
- 2.2. Additional fees will be applied by agreement between the parties for including but not limited: additional domain(s) in respect of additional brands, GEO and other related services upon the Licensee request. Additional fees for the new/additional services may be approved by the Licensee via e-mail or other methods of communication with Licensor.
- 2.3. Invoices for the Monthly Fees shall be submitted by Licensor to the Licensee in the first ten days of the month for the previous month based on the analysis of GGR for the previous month. All monthly payments shall be delivered to the Licensor no later than 5 (five) business days from the date of issue of the invoice. The Licensee does not have the right to delay payment under this Agreement, referring to the non-receipt of an invoice or other reasons.
- 2.4. 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 3 % (three percent) per month on the remaining amount due, or at the highest amount permitted by applicable law such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due.
- 2.5. Settlement Monthly gaming results shall be reflected in the Software's Backoffice under the "Report" tab Amount for distribution will be calculated by the Licensor from the balance reflected in the back office.
- 2.6. Each Party shall be individually responsible for paying taxes levied on it under applicable laws. The amounts shall be transferred by the Licensee to the Licensor according this Agreement in full without deduction of any taxes, fees or other payments in accordance with the laws of the Licensee's country, i. e. all amounts due by the

Licensee to the Licensors under this Agreement are exclusive of any applicable value added tax and/or other taxes that are payable in terms of law. Payment of the fees is made either by the Licensee or by a competent third party acting on behalf and upon authorization of the Licensee.

- 2.7. For the duration of this Agreement, Licensee and/or an Operator as the case may be shall be liable for any applicable gaming tax that may at any time be due to any governmental or regulatory authority in any territory.
- 2.8. A bank transfer fee and any other payment transaction costs will be paid solely by the Licensee at their own expense and will not be included in the cost of the license and all other related services provided by the Licensors.
- 2.9. **Revenue Share, Compensations and Services.**
- 2.10. All sums due under this Agreement shall be made in EUR. The Monthly Fees and other fees due to the Licensors are stated in Appendix A hereto.
- 2.11. Provided that where the payment due by the Licensee to the Licensors remains overdue for more than 1 (one) month, Licensors shall have the right to suspend the provision of the Licensed Software to the Licensee, until such payment is settled in full by the Licensee to the Licensors.
- 2.12. For the purposes of ensuring a fair Monthly Fee calculation as agreed to in this Agreement, the Licensee shall ensure that upon the request of the Licensors the Licensors is granted access to or provided a detailed monthly report on the Gaming Services by means of an admin tool or by e-mail in order to verify the amounts staked by Players, the amounts won by Players and the Player amounts voided.

3. TECHNICAL SUPPORT SERVICES

- 3.1. The Licensors hereby undertakes to provide the Licensee with the technical and operational support described in Appendix A. The Licensee shall report any errors to the Licensors.
- 3.2. The Licensors undertakes to make available professional employees or to contract professional persons to duly provide such Support Services throughout the duration of this Agreement.
- 3.3. Support services will be classified in one of the above four severity levels, based on the respective definitions hereunder. The response time for each severity level is listed below:

Severity	Definition	Response Period
Critical	The request has a critical business impact on the licensee's live environment resulting in the inability to use the Software.	Maximum 1 (one) business day
High	The request has severe business impact, limiting the usage of one or more major functions of Software in the licensee's live environment. The live environment is still operational, but restricted.	Minimum 3 (three) business days
Medium	The Software still functions in the licensee's business environment, but there are functional limitations that are not critical in the daily operation.	Minimum 5 (five) business days
Low	Minor infractions including documentation or cosmetic error.	Minimum 10 (ten) business day

- 3.3.1. Other requests of the Licensee, including, but not limited to: changing the interface, adding an additional user support language, changing the mechanics of the loyalty program, calculating bonuses, etc., shall be agreed in advance, where the Licensors determines and informs the Licensee the cost and timing of the implementation of the changes previously agreed by the Parties.
- 3.4. **Service Level Objectives – Uptime:**

- (i) Licensors will make best efforts to maintain a service availability;
- (ii) Software documentation is provided by the Licensors to the Licensee in accordance with this Agreement as is. The Licensee is responsible for the accurate integration of the Licensors's Software;
- (iii) Events of Force Majeure and planned Maintenance Schedules are considered severally due to the conditions stated in the Agreement and this Appendix hereunder.

4. OBLIGATIONS OF THE PARTIES

4.1. Licensee's Obligations:

- (i) The Licensee shall authorize the Operators to offer the Gaming Services to the Players through the Websites and assist such Players with signing up as registered Gaming Services Players for the conduct of gaming transactions.

- (ii) The Licensee shall monitor that during the term of this Agreement all Operators obtain a valid Gaming License and any other permissions (or variation of them) necessary to deliver the Gaming Services to the Players in the jurisdiction(s) where such are available to the Players and shall comply with applicable licensing conditions;
- (iii) The Licensee and Operators shall provide support to the Players and shall deal with any Player complaints and disputes as per the respective complaints and disputes policy made available to the Players;
- (iv) The Licensee further understands and acknowledges that any due diligence, compliance with anti-money laundering (AML) laws, regulations and procedures and KYC procedures shall be sole responsibility of the Licensee and/or the Operators, and the Licensor is in no way liable for any such matters as to the Gaming Services;
- (v) The Licensee shall provide the Licensor with prior written notice regarding any changes to its business or corporate structure, including, but not limited to: (a) any changes in the Licensee's beneficial ownership, directors, authorized signatories, registered company information and/or due diligence documentation; (b) any impending bankruptcy, composition or reconstruction proceedings or liquidation for the Licensee; (c) if the Licensee is required to cease the business relationship with Licensor or cease performance of any obligation under this Agreement due to an order from any governmental agency or regulatory body to which the Licensee is subject; (d) if the Licensee is under legal persecution for any matter relating to this Agreement or any obligations hereunder; and (e) any event that gives well founded reason to assume that the Licensee is or will no longer be capable of fulfilling its obligations under this Agreement. The written notice shall be provided to the Licensor within five (5) days from the date that the aforementioned changes or events have become known to the Licensee. Licensee shall supplement the above notice with any relevant documentation and information when requested to do so by the Licensor.
- (vi) It is acknowledged by the Parties that the Licensee and/or Operators are liable to settle amount due to Players and therefore the Licensor is hereby exempt from any liability towards the Players and the Licensee shall fully indemnify the Licensor against any claims by the Players and/or Operators.

4.2. Licensor's Deliverables and Obligations:

- (i) undertake all necessary arrangements for the proper supply of the Software;
- (ii) the Licensor shall be responsible for a reasonable amount of development and updates of the Software;
- (iii) Any such development and updates shall be undertaken at the Licensor's sole and absolute discretion.
- (iv) The Licensee acknowledges that development may not be scheduled according to the specific requests of the Licensee. If such development and updates occur, the Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by the Licensor for the successful implementation of such development and updates.

4.3. Nothing in this Agreement shall be construed or interpreted as:

- (i) a delegation by the Licensor and/or the GPs to the Licensee to provide licensable Gaming services;
- (ii) a delegation by the Licensor and/or the GPs to the Licensee to hold itself out as an agent, employee, Licensee or manager of Licensor and/or the GPs and/or as acting as an introducer of Licensor and/or the GPs or an inducement to the Licensee to actively promote its introducing services;
- (iii) the granting of any permission or issuing of instruction by the Licensor and/or the GPs to the Licensee to pass on any documentation, promoting any particular product or service on behalf of the GPs to prospective player/s or to assist the said prospective players with the completion of any relevant documentation; or
- (iv) the granting of any power by the Licensor and/or the GPs to the Licensee to negotiate or conclude any business whatsoever for or on behalf of Licensor and/or the GPs, without the direct involvement or the explicit and prior written approval of Licensor and/or the GPs and/or give any commitments for or on behalf of Licensor and/or the GPs.
- (v) The Licensee is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering the Software, its components, applications or derivatives.
- (vi) Licensee is prohibited from making copies of the Software for any reason whatsoever, unless expressly requested in writing for the reason that such copies are required by applicable court of Law or regulatory authority but nothing shall prevent the Licensee from supplying the Software to its contemplated sub-licensees as set out in Recital A hereof as agreed with the Licensor.
- (vii) The Licensee further understands and acknowledges that any due diligence, compliance with anti-money laundering (AML) laws, regulations and procedures and KYC procedures shall be sole responsibility of the Licensee and/or the Operators, and the Licensor is in no way liable for any such matters as to the Gaming Services.

4.4. Development and Maintenance. The Licensor shall be responsible for a reasonable amount of development and updates of the Gaming Platform. Any such development and updates shall be undertaken at the Licensor's

sole and absolute discretion. The Licensee acknowledges that development may not be scheduled according to the specific requests of the Licensee and/or an Operator. If such development and updates occur, the Licensee agrees to cooperate and to comply with any requirement that might be deemed necessary by the Licensor for the successful implementation of such development and updates.

- 4.5. Disrupted Service.** The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures, the Licensed Software provided by the Licensor, the GPs to the Licensee can be temporarily disrupted. Licensor shall use reasonable endeavors to ensure that each of the respective GPs take all the required actions and measures in order to reduce such disruptions to the minimum. Licensee acknowledges and accepts that the Licensor, the GPs and their respective members, shareholders, directors, officers, employees or representatives shall not be liable to Licensee in connection with these temporary disruptions for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings.

4.6. ID Verification and Fraud.

- 4.6.1.** It is understood and acknowledged by the Parties hereto that Licensor shall not be legally responsible for the handling and administration of the Players' Funds Account(s). The Licensee and/or Operators shall handle all payments to and from the Players directly and shall perform age and ID verification of the Players. The Licensor shall not be responsible for the verification of the KYC documents or for compliance with any legal or regulatory requirements.
- 4.6.2.** The Licensee shall procure by the Operators maintenance of a strict fraud control to ensure that chargebacks and other fraudulent behavior is minimized.

5. TERM AND TERMINATION

- 5.1. Term.** This Agreement shall be effective when signed by both Parties and thereafter **shall remain in effect for 1 (one) year** from the date of signing of this Agreement (the "Initial Term") **and shall automatically be extended for successive 1 (one) year term** (the "Renewal Term") unless either party gives title other written notice of its intention not to extend this Agreement at least **90 (ninety) days** prior to the end of the current term, or unless terminated as provided elsewhere herein ("the initial Term, together with each Renewal Term, if any, being collectively referred to herein as the "Term").

- 5.2. Termination.** The Licensor may terminate this Agreement at any time by giving 30 days written notice to the Licensee, where after 6 (six) months commencing at the Commercial Launch Date, the monthly GGR has not exceeded EUR 200,000 (two hundred thousand) for at least 1 (one) month.

5.3. The Licensor also has a right to terminate the Agreement:

- (i) if the Licensee is in delay of making the payments stipulated in Section 2 and such delay exceeds 14 (fourteen) business days from receipt of invoice or receipt of payment notice from Licensor. In such a case the Licensor undertakes to give the Licensee 14 (fourteen) business days prior written notice of termination.
- (ii) the Licensee and/or any of a competent third party are under legal prosecution for the content and aim of the Website, provided that the Parties may in such latter case use reasonable endeavors to find an acceptable alternative solution.
- (iii) The Licensor shall have the right to terminate this Agreement with immediate effect if any Competitor directly or indirectly acquires control over Licensee. For the purpose hereof, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share capital or otherwise a controlling interest and "Competitor" shall mean any entity or person who has produced and/or is marketing a product or service which is in direct competition with or functionally equivalent to, the Gaming Services.
- (iv) if the Licensee damages the business reputation of the Licensor or concludes the similar Agreements with other parties.

5.4. Either Party may terminate this Agreement immediately, if:

- (i) the other Party is in material breach and, in case of a breach which is capable of being cured, the Party in breach does not, within thirty (30) days following written notice of the breach, cease to be in breach;
- (ii) the other Party is declared bankrupt, enters into composition or reconstruction proceedings or liquidation or otherwise can be assumed to become insolvent or else an event occurs that gives well founded reason to assume that the other Party is not, or within short time will no longer be, capable of fulfilling its obligations under this Agreement;
- (iii) a Party is required to cease the business relationship with the other Party and/or cease the performance of any obligation under this Agreement due to an order or advice of a governmental agency or regulatory body, with reference to applicable law (applicable mandatory law), to which a Party is subject or otherwise.

- 5.5. Any termination of this Agreement (for any reason whatsoever) shall not affect either Party's accrued rights or liabilities not shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force upon or after the termination of this Agreement.
- 5.6. Upon termination of the Agreement, the Deposit (if it was paid by the Licensor to the Licensee) must be offset against indebtedness the remuneration of the Licensor or must be withheld or not returned by the Licensor in the cases specified in this Agreement.

5.7. Effect of Termination. Upon the expiration or termination of this Agreement, for whatever reason:

- (i) The Licensee shall immediately remove (or procure removal by Operators) access to the Gaming Services through the Website and shall immediately desist from conducting any marketing and/or promotional campaigns in relation to the Gaming Services;
- (ii) all rights granted by this Agreement, including but not limited to Intellectual Property Rights, shall automatically revert to the Party who owns them;
- (iii) the Parties shall promptly return any materials provided by the other Party in connection with this Agreement and protected by Intellectual Property Rights and/or which are considered Confidential Information, or destroy materials protected by Intellectual Property Rights and/or Confidential Information if so requested in writing by the other Party; and
- (iv) the Licensee shall pay any final payments owed to the Licensor in accordance with this Agreement;
- (v) An officer of the Licensee shall if requested by Licensor confirm in writing to Licensor that all proprietary material relating to the Software, including Software Documentation has been delivered to Licensor or destroyed;
- (vi) In the event of expiry or termination of this Agreement for any reason, neither Party shall be released from the obligation to make payment of any amounts accrued up to the date of expiry or effective date of termination, whichever is later. Upon expiry or termination of this Agreement a final balancing shall be made between the Parties, payable within 10 days.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION.

- 6.1. To the fullest extent permitted by law and save as expressly set out otherwise herein, neither Licensor, nor any of its Affiliates, data, licensors, agents, subcontractors or auxiliaries shall be liable to the Licensee for any damages whatsoever, including, without limitation, direct damages or any loss of profit as well as a loss of turnover, data, business or goodwill or for any indirect or consequential damages or loss or special damages arising in connection with the Software services or Gaming services (in each case whether arising from negligence, breach of contract, equity, statute, tort or otherwise) even if the Licensee has been notified of the possibility of that damage or loss, including:

- (i) any loss or damage which the Licensee may incur as a result of the data, and Services failing to be wholly accurate, complete, reliable, accessible or otherwise as a result of any breach or non-performance of this Agreement;
- (ii) any loss or damage resulting from claims brought by any licensee of the Licensee;
- (iii) The Licensee acknowledges that prior to the expiry of the acceptance period the Licensee will satisfy itself during the testing period that the Software and Services are suitable for the Licensee's purposes. All warranties and representations (neither implicit nor explicit nor by statute, common law or otherwise) other than those set out in this Agreement by Licensor are excluded to the fullest extent permitted by law and;

6.1.1. for any period of downtime of the Gaming Services caused by or resulting from:

- (i) a failure of servers, related equipment or hardware used for the provision of the License Software;
- (ii) a failure or disruption of internet services not resulting from the Licensor's fault or negligence;
- (iii) any other technical service outage not occasioned through the Licensor's fault or negligence;
- (iv) Furthermore, the Licensor shall not be liable for any loss or damage caused by an error of the Licensee and/or Operator, including but not limited to the display on the Website of incorrect settlements, incorrect odds, incorrect payment rules or incorrect bonus programs.

- 6.2. If despite the foregoing limitations, the Licensor should become liable to the Licensee or any other person ("Claimant"), the maximum aggregate liability of Licensor shall be limited to the lesser of the actual amount of loss or damage suffered by Claimant or the sum of License Fees payable by the Licensee to Licensor within the three months prior to the loss. If the Licensee should become liable to the Licensor or any other person ("Claimant"), the maximum aggregate liability of Licensee shall be limited to the lesser of the actual amount of loss or damage suffered by Claimant or the sum of License Fees payable by the Licensee to Licensor within the 2 (two) months prior to the loss.

- 6.3. With regard to Licensor's indemnification obligations as set out in this Agreement, that obligation is limited to the extent that the Licensee fully complies with the following obligations:
- (i) promptly notifies Licensor of any claim or allegation that could give rise to the indemnity;
 - (ii) makes no admissions in relation to such claim or allegation without Licensor's prior consent;
 - (iii) takes reasonable action to mitigate the effect or quantum of such claim or allegation;
 - (iv) permits to the extent permissible by law and subject to the payment of Licensee's legal fee Licensor to handle such claim or allegation and make all decisions in any subsequent proceedings and conduct negotiations for agreement or settlement.
- 6.4. Subject to this Section 7 states the entire liability of Licensor with respect to infringement of any third-party intellectual property rights and Licensor shall have no additional liability under contract, tort, warranty or any other legal theory with respect to any alleged or proven infringement.
- 6.5. The Licensee shall indemnify and hold Licensor and any of its group companies harmless of and from any liability finally imposed by a court of law arising out of:
- (i) arising from or in any way connected with the Website(s) (including but not limited to any claims brought by any End User which relate to the handling of the End Users' money by Licensee) save in respect of intellectual property rights in the Software or any part thereof.
 - (ii) any content or domain name in connection therewith or any of the Licensee's marketing activities, and any action taken by any regulatory or governmental authority against Licensor as the result of any act or omission of the Licensee or anyone acting on its behalf.
- 6.6. Nothing in this Agreement shall be construed in any way as reducing or affecting a Party's general duty to reasonably mitigate its damages or losses.
- 6.7. **Business Reputation.** Licensee acknowledges that the business reputation is a valuable asset of the Licensor. Licensee agrees to refrain from performing any act, engaging in any conduct or course of action or making or publishing any statements, claims, allegations or assertions which have or may reasonably have the effect of demeaning the name or business reputation of the Licensor or any of the Subsidiaries, or any of its or their employees, officers, directors, agents or advisors or which adversely affects (or may reasonably be expected adversely to affect) the best interests (economic or otherwise) of any of them. The Licensee agrees to refrain from making or publishing any statements, claims, allegations or assertions which it believes have or may reasonably be expected to have the effect of demeaning the name or business reputation of the Licensor.
- 6.7.1. Including a violation of the business reputation goodwill of the Licensor and GPs, the cases described below should be considered:
- (i) if the Licensee uses, or attempts to use the Software in any manner or form that is illegal or that is reasonably likely to bring Licensor into disrepute or in any way
 - (ii) endanger any of Licensor's licenses, permits or approvals in each case granted by a Government Agency;
 - (iii) if the Licensee fails to observe the requirement to get approval for any new GPs (and/or Website) from the Licensor and as a result of which, but not limited to,
 - (iv) mismanages the Software, or any part of it, including intellectual property rights to it, in a manner which may damage the GPs or the Licensor's reputation or brand name, all as shall be determined by the Licensor at its own discretion;
 - (v) if the goodwill, reputation or good name of the Licensor, any of its affiliates, employees, beneficiaries or the Software are harmed by any actions or omission to act by the Licensee or its partners or contractors, any of the Operator's sub-licensees or third party service providers, or any other third party related to them, or because of any publications, or by any person or entity (e.g. negative publications, disclosure of confidential information, false or misleading statements or representations etc), as shall be determined by the Licensor, at its own discretion;
 - (vi) if the shareholders, officers, directors, beneficiaries or authorized persons of the Licensee or any of its affiliated/controlled persons are accused or arrested in the
 - (vii) criminal proceedings in any jurisdiction for the crime/breach of law related to fraud, money laundering, terrorism financing, gambling, tax payments or any other criminal offence, whether or not such conviction has materially harmed the business operations or goodwill of the Licensor.
- 6.8. If the Licensor believes in good faith that material damage or harm is occurring to its reputation or goodwill by reason of its continued performance hereunder, the Licensor may:
- (i) give written notice of its intent to terminate based on such breach or (depends of the Licensor choice);
 - (ii) this Agreement may be forfeited by Licensor immediately;
 - (iii) The Licensee acknowledge that if there are an unauthorized disclosure of Confidential Information or

information discredit business reputation monetary damages - may not be adequate to remedy the harm suffered by the Licensor and therefore the Licensor may seek equitable relief (including injunctive relief and/or specific performance) as well as monetary damages.

6.9. Representations and Warranties.

6.9.1. The Licensee represents and warrants that:

- (i) it shall only grant sublicenses (if applicable) within the limits of the License and only to the Operators that can comply with Gaming License requirements as may be necessary for the operation of Gaming Services or with the laws and regulations of any other territory from where and to where Gaming Services may be provided;
- (ii) it shall comply and procure compliance by the Operators with the laws and regulations applicable to the processing of Player Data;
- (iii) the Websites shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content;
- (iv) the Games shall be delivered to the Players under the GPs Marks;
- (v) Upon request of the Licensor the Licensee will provide all information regarding the Operators and Websites.

6.9.2. The Licensor represent and warrants that:

- (i) it shall maintain all necessary rights, permits and licenses to perform its obligations hereunder for the term of this Agreement;
- (ii) any material provided to Licensee shall not contain, either directly or indirectly, by links or otherwise, any libelous, defamatory, obscene, slanderous or offensive content.

6.10. Neither Licensor nor the GPs shall be responsible or held liable for any disturbances the Software may cause to any other software when used together or otherwise.

6.11. Whilst all necessary efforts shall be made by the Licensor to ensure high-quality of the services provided in terms of this Agreement, the latter makes no representation or warranty that the use of the Software or Gaming Platform for purposes of gambling, as that term is commonly understood in trade and industry, is legal in any jurisdiction.

6.12. Neither Party makes any representations and/or warranties whatsoever with respect to its legal position and/or financial outcome for the other Party during its performance under this Agreement.

6.13. Employees of either Party or companies controlled by either Party to this Agreement shall not use the Gaming Services, both directly and indirectly. The Parties have to ensure staff awareness of this rule and that any knowledge about such fact shall be reported to the Licensor immediately. Game accounts or other accounts opened by employees of any Party shall be closed, and all transactions made from such account (s) declared void. Both Parties can have a number of accounts registered for test and demo purposes.

6.14. The Licensee does not have the right to conclude agreements similar to this Agreement with other GPs, without prior written notice of the Licensor, otherwise, if the Licensor becomes aware of this fact, the Licensor has the right to terminate this agreement.

6.14.1. In case of the endorsement by the Licensor of the new GP the Parties shall agree on the date effective from which such new agreement will commence.

7. AML LEGISLATION ADHERENCE ACT

7.1. Licensee represents and warrants that it shall at all times comply with the requirements of any applicable AML Legislation. In particular, Licensee shall retain the right to require its sub-licensees to:

- (i) perform adequate KYC checks on End Users as may be required by AML Legislation and Applicable Legislation;
- (ii) maintain all required AML Documentation on its own payment processing licensors and any additional third parties involved in the collection and forwarding of funds to and from End Users as AML Legislation may require, and
- (iii) where sub-Licensee elects to accept funds through virtual currency (any electronic trading currency that is not regulated pursuant to national or international banking regulations) methods, Licensee undertakes to procure that such sub-licensee shall at all times adopt such additional processes and AML Documentation requirements so as to adequately and robustly determine the source of funds of End Users and the true identity of such individuals. All deposits from End Users shall ultimately be processed through licensed financial institutions. Licensee may not use any payment aggregators or locally based agents for processing of deposits unless permissible in accordance with Applicable Legislation in the relevant Territory.

- 7.2. Licensee shall indemnify and hold Licensor and its directors, officers, employees, agents and Licensor Affiliates harmless from any and all liabilities, losses, reasonably incurred costs, reasonable expenses (including reasonable attorneys' fees) and damages arising out of or related to any and all claims made by third parties against Licensor or Licensor Affiliates due to a breach by Licensee of the requirements contained herein.

8. DATA PROTECTION AND SECURITY (DATABASE)

- 8.1. Licensee or its sub-licensee(s) shall be the sole owner of the database of names and contact information of End Users managed through the Licensee. Notwithstanding the foregoing, Licensor shall store or utilize any End Users data only to the extent necessary to perform its obligations under this Agreement. In doing so, Licensor shall maintain any such data in strict confidence and shall only disclose any End User data retained by it to any third party solely to the extent necessary in order to perform its obligations hereunder and comply with the Applicable Legislation.
- 8.2. The Licensee acknowledges that the security of the Licensor's data and its systems is fundamental to the business of the Licensor, and if the Licensee becomes aware of a breach or potential breach of security, the Licensee will immediately notify the Licensor of such breach or potential breach and use best endeavor to ensure that any potential breach does not become an actual breach and to remedy any actual breach and its consequences.
- 8.3. Each Party shall, at all times, comply with its respective obligations under the Data Protection Law in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement. Neither Party shall do any act that puts the other in breach of its obligations under the Data Protection Law.
- 8.4. All personal and other data of Players that have registered with the Gaming Services through the Website shall be processed by the Licensee and/or Operators. The Licensee acknowledges that the Licensor shall not possess any database of names, contact information and any other Personal Data of the Players. The Licensee shall ensure that it and any Operator and/or any other third parties engaged by them shall at all times comply with their respective obligations under the relevant Data Protection Legislation and will, if necessary, execute the Data Processing Agreements as may be required by the GDPR.

9. INTELLECTUAL PROPERTY

- 9.1. Software and software documentation and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Software, are proprietary intellectual property and/or the valuable trade secrets of the Licensor or its partners and that the Licensor and its partners, as applicable, are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent, other international treaties around the World.
- 9.2. This Agreement does not grant to the Licensee any rights to the intellectual property including any the Trademarks or Service Marks, domains of the Licensor and/or its partners ("Trademarks"). The Licensor and/or its partners own and retain all rights, titles, and interests in and to the Software, software documentation or other intellectual property including without limitation any error corrections, enhancements, Updates or other modifications to the Software and software documentation, trade secret rights, trademarks, and other intellectual property rights therein.
- 9.3. The installation or use of the Software and software documentation does not transfer to the Licensee any title to the intellectual property, and the Licensee will not acquire any rights to the Software and software documentation except as expressly set forth in this Agreement.

10. CONFIDENTIAL INFORMATION

- 10.1. **Disclosure Restrictions.** When the Discloser discloses Confidential Information to the Recipient, the Recipient will:
- (i) only use it for the agreed Purpose and not any other purpose;
 - (ii) hold it in strict confidence and not disclose it, or anything contained in it or learned from it, to anyone else without the Discloser's prior written permission (unless sub-clause (iii) applies);
 - (iii) restrict access to the Confidential Information to its directors, officers, employees, agents, legal or accountancy advisors, or Licensor Selected third parties ("Representatives") on a strict and genuine 'need to know' basis.
- 10.2. **Exceptions.** Section 10.1 (Disclosure Restrictions) will not apply to Confidential Information where the Recipient can prove to the Discloser's reasonable satisfaction that any of the following apply:
- (i) disclosure of the Confidential Information was authorized by the Discloser;
 - (ii) the Confidential Information was or becomes available to the public generally through no wrongful action or inaction of Recipient or anyone to whom Recipient disclosed the Confidential Information;
 - (iii) the Confidential Information was in the rightful and lawful possession of Recipient without confidentiality

- obligations at the time of the disclosure by Discloser to Recipient as shown by the Recipient's then-contemporaneous written files and records kept in the ordinary course of business;
- (iv) the Confidential Information was obtained by Recipient from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality;
 - (v) the Confidential Information was independently developed by Recipient without use of or reference to Discloser's Confidential Information; or
 - (vi) the Recipient is required to disclose any Confidential Information by law or by any court, regulator or administrative body of competent jurisdiction and power (but only to the minimum extent required to fulfill such requirement and Recipient should first give the Discloser the opportunity to challenge the disclosure or obtain a protective order).

10.3. Confidential Information protection. Recipient will ensure the following, subject to any obligations under Section 10.2 (Exceptions):

- (i) it takes all reasonable steps and security measures necessary to protect Confidential Information from being disclosed to any third party (unless expressly permitted by this Section 10);
- (ii) if the Recipient is allowed to disclose the Confidential Information to its Representatives, Recipient will try to ensure that such Representatives will treat such information as confidential and comply fully with the terms of this Section; and
- (iii) Recipient shall notify Discloser of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Discloser's Confidential Information of which Recipient becomes aware.

10.4. Return of Confidential Information. When requested in writing by Discloser, Recipient shall promptly:

- (i) deliver all documents, materials and other tangible objects containing Confidential Information or part thereof that has been disclosed by Discloser to Recipient, which for the avoidance of doubt includes all copies or extracts thereof or notes derived therefrom that are in the possession of Recipient;
- (ii) permanently delete, destroy and erase all electronic copies of Confidential Information from any computer or data storage system into which Confidential Information was entered;
- (iii) the foregoing obligation to delete, destroy and erase all electronic copies of Confidential Information from any computer or data storage system into which Confidential Information was entered shall not extend to automatically generated computer or data storage system back-up or archival copies generated in the ordinary course of Recipient's information system procedures ("Archives") where it is not commercially or technically feasible to implement the foregoing obligations regarding the Archives, provided that Recipient shall make no further use of such copies (and, if such copies are actually identified within the Archives, Recipient will then implement the foregoing obligations);
- (iv) make no further use of Confidential Information.

10.5. Notwithstanding the foregoing, Licensor may keep one or two copies of its internal reports and survey results in relation to the Licensee's using of Software solely for archival purposes. All confidentiality and non-use restrictions contained in this Section 10 shall apply to such internal reports and survey results.

10.6. Licensee shall indemnify Licensor on demand and hold it harmless on demand against any losses, costs, claims, damages or expenses (including reasonable legal fees and costs) incurred due to any breach of this Section 10.

11. FORCE MAJEURE

- 11.1.** Neither Party hereto shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control to the extent that such delay or non-performance is due to any force majeure, which causes include but are not limited to, acts of God or the public enemy; riots and insurrections, war, accidents, fire, public power shortages, malfunctions or failures in public telecommunication or IT services or breakdown of other public infrastructures, strikes and other labor difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain labor, energy or components, acts of civil or military authorities ("Force Majeure").
- 11.2.** If the Force Majeure in question prevails for a continuous period in excess of three months, either Party may terminate this Agreement. Without derogating from the foregoing, in the event that the Parties wish to continue their engagement, the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

12. GOVERNING LAW AND JURISDICTION

- 12.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of England and Wales without regard to principles of conflict of laws that would require application of the laws of any other jurisdiction.
- 12.2. Jurisdiction.** ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE FORMATION, PERFORMANCE, BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE REFERRED TO AND FINALLY SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CYPRUS EURASIA DISPUTE RESOLUTION AND ARBITRATION CENTER ("CEDRAC") ARBITRATION RULES, WHICH ARE DEEMED TO BE INCORPORATED BY REFERENCE INTO THIS SECTION. THE PARTIES FURTHER AGREE THAT: (A) THE APPOINTING AUTHORITY WILL BE THE CEDRAC; (B) THE NUMBER OF ARBITRATORS SHALL BE ONE; (C) THE SEAT, OR LEGAL PLACE, OF ARBITRATION SHALL BE NICOSIA, CYPRUS; AND (D) THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH.

13. MISCELLANEOUS

- 13.1. Method of Communication.** The Parties recognize the validity of the documents received through communication channels (e-mail) equal to the validity of the documents executed in written form on paper, for the cases when the execution of documents is required in written form due to the applicable law and/or of this Agreement.
- 13.2. Language.** In the event of any discrepancies between the English language version of this Agreement and any versions in any other languages into which it may be translated, the English language version shall prevail.
- 13.3. Modification.** All changes or additions to this Agreement are considered valid, provided they are made in writing form and signed by duly authorized representatives of the Parties.
- 13.4. Independent Contractors.** The Parties are independent contractors, and neither Party will be deemed to be an employee, agent, partner, or legal representative of the other. Neither party will have any right, power or authority to create any obligation or responsibility on behalf of the other. Nothing contained in this Agreement will be construed to constitute the Parties as partners, joint venturers, co-owners or as participants in a joint or common undertaking, or otherwise give fiduciary obligations between the Parties.
- 13.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.6. Electronic Acceptance.** This Agreement may be concluded in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and will be binding between the Parties. Both Parties agree that it will not contest the validity or enforceability of this Agreement because it was concluded in electronic form. The copy of this Agreement and all documents attached to it, acts signed by the Parties, scanned or signed in electronic form or using the electronic means of signing and transmitted by email, have the legal force of the original. The exchange of documents, messages, as well as the conditions, requirements agreed in the course of correspondence in messengers, e-mail can serve as evidence in the event of disputes. Documents received or sent in this way, the email itself, has equal legal force as well as the original written document.
- 13.7.** Neither this Agreement in general nor any term, warranty or condition contained herein shall be construed to be in favor of any third party, including without limitation any End Users. The Parties hereby agree that this Agreement shall not create any directly enforceable third party rights and that the Contracts (Rights of Third Parties) Act 1999 is excluded to the maximum extent permissible by law.
- 13.8.** The headings and subheadings are for convenience only and shall not affect the construction of this Agreement.
- 13.9.** Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa, references to one gender shall refer to either gender and references to any person shall include corporate bodies (wherever incorporated), unincorporated associations, partnerships and statutory bodies, as well as any legal or natural person.
- 13.10.** The words "other", "include" and "including" do not connote limitation in any way.
- 13.11.** Upon execution by both parties, this Agreement and the appendices and exhibits hereto shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed on behalf of Licensee and Licensor by their respective duly authorized representatives.
- 13.12. Counterparts.** This Agreement is concluded in two copies, one for each of the Parties, each copy of the Agreement has an equal legal force.

13.13. Appendices constitute integral part of the Agreement:

- Appendix A – "Licensed Software and fees";

- Appendix B – "Excluded/Restricted Territories";
- Appendix C – "3rd Party Providers".

13.14. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

LICENSOR: VAGI LTD

LICENSEE: G2Tech B.V.



Name: Tetiana Ioannou

Title: Director

Date of sign:



Name: Dmytro Budikov

Title: Executive director

Date of sign:

APPENDIX A TO THE SOFTWARE AND SERVICES LICENSE AGREEMENT

This APPENDIX A "Licensed Software and fees" is made effective as of 18.10.2022 between:

VAGI LTD, a company incorporated in the Republic of Cyprus (company number: 433528) with its registered office at: 219, Aristofanous, MAUROS COURT 140, Apt.: 202, Nicosia, Strovolos, 2038, ("**Licensor**"), from one side,

and

G2Tech B.V., a private limited liability company incorporated in the Curacao (company number: 162012) with its registered office at: Abraham Mendez Chumaceiro Boulevard 50, ("**Licensee**"), from the other side,

The Licensor and the Licensee are hereinafter separately referred to as the "Party" and jointly, as the "Parties".

1. The Gaming Platform consists of the existing Software modules (Products):

- **SPORTSBOOK;**
- **THIRD PARTY CASINO-PROVIDERS.**

2. The following tools are available to work with the above products:

- a) **Report System (Reporting engine).**
- b) **Player Management System.**
- c) **Payment Management System:**

- *Only payment monitoring and only for manual methods;*
- *Commissions and limits only through payment operators in accordance with the agreement which shall be concluded between the Licensee and the payment operator.*

d) Affiliate Program.

e) Tools: the Licensor and GPs will (should not) provide CRM, CMS (site management).

f) Multi-language localization:

Standard Localization into and support of the following languages on the Website (at Licensee's choice): Albanian, Bulgarian, Chinese (Simplified), Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, Georgian, German, Greek, Hungarian, Icelandic, Indonesian, Italian, Korean, Norwegian (Nynorsk), Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovene, Spanish, Swedish, Thai, Turkish, Vietnamese.

NOTE: Standard Localization denotes translations available for standard User Interface definitions within the Software only. Any custom or additional content on Licensee's Website shall be outside the scope of Standard Localization and needs additional costs and thus additional remuneration which shall be paid by the Licensee to the Licensor. Any additional elements of the Software will be localized by Licensor in English at first.

g) Multi-currency support:

- *Standard casino currencies include: USD, EUR, RUB.*
- The Licensee can choose any standard currencies to support for deposits, cashouts and gameplay.

NOTE: If the Licensee at any point wishes to support any other currencies besides the Standard currencies, this has to be discussed with the Licensor on a case-by-case basis, including additional remuneration for it. Not all currencies may be supported by certain payment systems or GPs.

3. Game Integrations implemented by the Licensor:

Provider	Bonus Cap
iSoftBet	NO
Evolution	NO
Pragmatic Play	NO
BGaming	NO
Amatic	NO
Booongo	NO
BetGamesTV	NO
Evoplay	NO
PlayTech	NO
Microgaming	NO
Endorphina	NO
Redtiger	NO
Relax Gaming	NO
Yggdrasil	NO

NOTE: Specific game integration as well as any additional fees (if applicable) shall be agreed by the Parties separately and, therefore, require additional remuneration, which the Licensee must pay to the Licensor.

4. Fees**4.1. Monthly Fees.**

In consideration for the Services provided and license granted to Licensee under this Agreement, Licensor shall be entitled to receive every month from the Licensee a fee in EUR from GGR that the Licensee has received from its business operations in the current month in the amount of:

Position	Revenue share, GGR, %
Sportsbook	20%
Third party casino-providers	20 %

NOTE: Licensee has no right to enter into direct agreements with Game Providers. In this case the Parties shall agree on the date effective from which such new agreements will commence.

4.2. Mobile Application fees

The Licensee shall pay for the development of the mobile application(s) as follows:

Android – 10.000 (Ten thousand) EUR;

iOS – 10.000 (Ten thousand) EUR.

4.3. The Affiliate programs fee:

1 000 (One thousand) EUR.

4.4. Monthly Support Fees:

The Licensee shall paid to the Licensor for the support provided in multi languages as follows:

1 000 (One thousand) EUR.

LICENSOR: VAGI LTD




Name: Tetiana Ioannou
Title: Director
Date of sign: 31/10/2022

LICENSEE: G2Tech B.V.



Name: Dmytro Budikov
Title: Executive director
Date of sign:

APPENDIX B TO THE SOFTWARE AND SERVICES LICENSE AGREEMENT

This APPENDIX B "Excluded/Restricted" Territories is made effective as of 18.10.2022 between:

VAGI LTD, a company incorporated in the Republic of Cyprus (company number: 433528) with its registered office at: 219, Aristofanous, MAUROS COURT 140, Apt.: 202, Nicosia, Strovolos, 2038, ("Licensor"), from one side,

and

G2Tech B.V., a private limited liability company incorporated in the Curacao (company number: 162012) with its registered office at: Abraham Mendez Chumaceiro Boulevard 50, ("Licensee"), from the other side,

The Licensor and the Licensee are hereinafter separately referred to as the "Party" and jointly, as the "Parties".

It is agreed by the Parties hereto that strictly excluded for the whole validity period of the Agreement the next territories: Afghanistan, Algeria, Australia, Aruba, Barbados, Burma, Bonaire, Botswana, Cuba, Curacao, Cyprus, Democratic Republic of Congo, Eritrea, Ethiopia, France and its dependent territories, Ghana, Guinea-Bissau, Guyana, Iran, Iraq, Israel, Jamaica, Jordan, Lebanon, Liberia, Libya, Mali, Myanmar (Burma), Nicaragua, North Korea, Pakistan, Panama, Rwanda, Saba, Singapore, Somalia, State of Palestine, Statia, St. Maarten, St. Eustatius, Sudan, South Sudan, Syria, Tunisia, Uganda, United Kingdom, United States of America, Venezuela, Yemen, Zimbabwe, Russia, Ukraine, Netherlands and any other country where gaming services are illegal.

LICENSOR: VAGI LTD

LICENSEE: G2Tech B.V.



Name: Tetiana Ioannou
Title: Director
Date of sign: 31/10/2022





Name: Dmytro Budikov
Title: Executive director
Date of sign:

APPENDIX C TO THE SOFTWARE AND SERVICES LICENSE AGREEMENT

This APPENDIX C "3rd Party Licensors" is made effective as of 18.10.2022 between:

VAGI LTD, a company incorporated in the Republic of Cyprus (company number: 433528) with its registered office at: 219, Aristofanous, MAUROS COURT 140, Apt.: 202, Nicosia, Strovolos, 2038, ("**Licensor**"), from one side,

and

G2Tech B.V., a private limited liability company incorporated in the Curacao (company number: 162012) with its registered office at: Abraham Mendez Chumaceiro Boulevard 50, ("**Licensee**"), from the other side,

The Licensor and the Licensee are hereinafter separately referred to as the "**Party**" and jointly, as the "**Parties**".

The Parties have agreed that additional 3rd Party Providers/Gaming Providers (GPs) products provided by the Licensor made available on the Licensee website(s) shall be agreed by the Parties via Email.

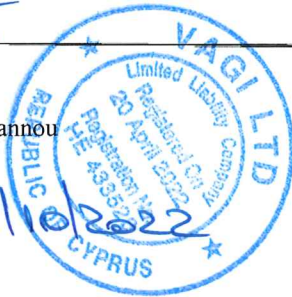
Notes: Licensee might be requested to hold additional licenses for the use of services of the agreed via Email 3rd party provider's/Gaming Providers (GPs) products.

LICENSOR: VAGI LTD

LICENSEE: G2Tech B.V.



Name: Tetiana Ioannou
Title: Director
Date of sign: 31/10/2022





Name: Dmytro Budikov
Title: Executive director
Date of sign: