

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "**Agreement**") is made on **August 1st, 2024** ("**Effective Date**") by and between:

Bartholomew B.V., a legal entity registered in Curacao under company number 157359, with its registered office at Abraham Mendez Chumaceiro Boulevard 03, Willemstad, Curacao (hereinafter referred to as the "**Licensor**"), on the one side;

and

Next Generation IT Solutions Limited, a legal entity registered in Hong Kong under company number 2911055, with its registered office at No.3 Tai Yau Street 19H Maxgrand Plaza, San Po Kong, Kowloon, Hong Kong (hereinafter referred to as the "**Licensee**"), on the other side;

(the Licensor and the Licensee together hereinafter referred to as the "**Parties**", and each individually as the "**Party**").

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

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

AND WHEREAS, the Licensor is desirous of making the Software available to the Licensee and the Licensee is willing to license such Software from Licensor;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement:

"**Agreement**" means these terms and conditions (including the Clauses), each of the attached Schedules and all documents referenced herein, as may have been amended from time to time.

"**Applicable Law**" means all laws of any jurisdiction that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued thereunder, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.

"**Business Day**" means any day which is not a Saturday, Sunday or public or bank holiday in Hong Kong.

"**Effective Date**" means the date first stated at the beginning of this Agreement.

"**Competent Authority**" means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, over either of the Parties or over any of their respective activities.

"**Confidential Information**" means any (i) information and/or data of every kind relating to the business of the Licensor/Licensee and/or to the Software provided into Use under this Agreement; and/or (ii) information or data of any kind relating to the Intellectual Property Rights and/or Software hereto provided under this Agreement; and/or (iii) information of one Party of the Agreement (the "**Disclosing Party**"), which is provided to the other party (the "**Receiving Party**") (including Party's affiliates, employees, agents, subcontractors, advisors, attorneys, authorized representatives in connection with the performance of Party's obligations under this Agreement); and/or (iv) all communication between the Parties or their authorized representatives, which is connected to this Agreement.


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For the sake of clarity all Confidential Information hereunder could be provided in the form of materials (whether or not recorded, in oral, written, graphic, machine-readable, electronic or in any other form) (the "**Confidential Materials**").

Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the Receiving Party; (ii) was in the possession of the Receiving Party prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality or non-use to the Disclosing Party; (iv) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party; or (v) is allowed to be disclosed in writing. Any Party relying on any of the exceptions shall bear the burden of proof with respect to such reliance.

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

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

"Fees" means the License Fee payable to the Licensor by the Licensee under this Agreement.

"Go-Live Date" shall mean the date when the Software first becomes available to the Licensee as specified in Section 4.

"Gross Software Revenue" or **"GSR"** means financial indicator that defines the total gross revenue of a Software in general. Gross Software Revenue represents the total amount of all Credits minus the total amount of all Debits made by End-Users using the Software on the Websites and includes all negative and positive profits by currencies, Products, and Websites in a particular calendar month. For avoidance of any doubts, such amounts in test accounts are not included in the calculation of GSR.

"Net Software Revenue" or **"NSR"** means financial indicator that defines the total gross revenue of a Software in general minus additional expenses. Net Software Revenue represents the total amount of all Credits minus the total amount of all Debits made by End-Users using the Software on the Websites, minus Bonus cap, Discount and other additional expenses agreed between the Parties.

"Discount" means compensation provided by the Licensor for placing the Product in the top page of the Website.

"Bonus cap" means a deduction applied by the Licensor for providing marketing activities (e.g., Free Spins (**"FS"**)) - amounts credited to the account(s) of a particular End User(s) after free of charge try-outs, by the Licensee. Bonus cap must be deducted from GSR for a following calculation of Licensor's share revenue.

"Materiality" means 1% variance between the Licensor and the Licensee. Up to and including this point there will be automatic acceptance in either direction. Post 1% will require further investigation and compromise between the parties. The percentage variance shall be calculated as the disputed number as a percentage of the overall GSR.

"Term" shall have the meaning given in 10.1.

"Intellectual Property" means all inventions, copyrights, goodwill, reputation, marks, trade dress, data base rights, applications for any of the above, moulds, get-ups, logos, know-how, domain names, devices and graphic displays, digital and other artwork, sequences of digital or photographic images both coded and visual, sounds however stored and played, and/or other copyright works in relation to the Software (whether registered or not), as well as registered engine for Software, the source code and its design, architecture of the Software, look and feel of the Software, trade secrets including details of performance or design of the Software.



"License Fee" means the fees payable by the Licensee in consideration of the grant of the rights under this Agreement (Fees and Payment Provisions).

"Product"-any part of the Software specified in Schedule 2 of the present Agreement.

"Software" means software and other associated Intellectual Property licensed to the Licensee and as are set out by Parties hereof.

"Tax" includes all duties, levies, impositions, fees, Value Added Tax, Goods and Services Tax, income tax, chargeable, local sales tax, withholdings or alike imposed by a Competent Authority anywhere in the world.

"Use" means:

(a) in relation to the Software, load, install, execute, run, store, transmit display, keep in working order, copy and sub-license to third parties agreed with the Licensor in writing (for the purposes of loading, installation, execution, running, storage, transmission, displaying and keeping in working order); and

(b) in relation to any documentation, utilise and copy the documentation (insofar as is reasonably necessary for the purposes of this Agreement).

"End User" the registered customers of the Software.

"Websites" all and any websites owned, operated or controlled by the Licensee.

1.2. In this Agreement, unless otherwise specified, any reference to:

(a) a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;

(b) Clauses, Schedules and/or parties are to Clauses of and Schedules and/or the Parties to this Agreement, respectively;

(c) a document is a reference to the document as from time to time supplemented, novated or varied from time to time;

(d) reference to a party shall, upon any assignment or other transfer that is permitted by this Agreement, be construed to include those successors and permitted assigns or transferees;

(e) the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;

(f) a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality);

(g) if there is any conflict, ambiguity or inconsistency between the Clauses and the Schedules, the Clauses will prevail;

(i) writing includes fax transmission and email, but excludes SMS and all other electronic means of written communication.

1.3. The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.4. In this Agreement, any phrase introduced by the words include, including, includes and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words.



2. LICENSE

2.1. Subject to the terms of this Agreement, including payment of the License Fee, the Licensor hereby grants to the Licensee and Licensee hereby accepts from Licensor a non-exclusive, limited license for utilization of Software with software documentation to the Licensee.

2.1.1. The Parties agree and accept that the Licensee may not sublicense the Software without prior written consent from the Licensor ("Sublicense"). The Licensee shall notify the Licensor about every granted Sub-license unless otherwise agreed by the Parties.

2.2. The Licensee is expressly prohibited from:

2.2.1. decoding, reverse engineering, disassembling, decompiling or otherwise translating or converting the Software, or any part of the Software;

2.2.2. removing any copyright, proprietary or similar notices from the Software (or any copies of the Software); or

2.2.3. creating derivative works of the Software, unless it has previously agreed with the Licensor, in writing, the basis on which it is permitted to do so.

2.3. The Licensee hereby acknowledges that it shall not Use the Software provided hereunder in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal or in any other way, which discredits, damages or causes loss to Licensor and/or Licensor's goodwill, reputation or Intellectual Property.

2.4. Parties hereunder understand that all provided hereunder Software or any part could be prohibited or restricted within certain states and/or territories and/or jurisdictions. For the sake of clarity, the list of certain states/territories/jurisdictions shall be separately agreed by Parties. However, the Licensor may at any time designate any jurisdiction as an "Excluded Jurisdiction" (whether or not the use, offer of use or distribution of the Software is prohibited by law), in relation to the Software. Also, the Licensor may re-designate jurisdictions as Excluded Jurisdictions in respect of Software during the Term at any time upon a ten-(10)-day prior written notice sent to the Licensee.

2.5. The Licensor grants no other rights than those expressly specified in Clause 2.1 above (in particular, no rights of ownership), along with restrictions and limitations provided in Clauses 2.2 – 2.4 hereabove.

Change of Licensed Software's Content.

2.6. The Licensor reserves the right at its sole discretion to remove any part of the provided Software by giving 15 days prior written notice to the Licensee. The Licensor will notify Licensee when a new Software becomes available for release by giving 15 days prior written notice. In Relation to the Branded Software and/or Premium Software it is hereby agreed between the Parties that the Licensor is obliged to specify such Software in Schedule 2 and undertakes to notify Licensee by giving 15 days prior written notice in case any changes shall occur.

Updates and Upgrades of Licensed Software.

2.7. Licensor reserves the right at any time within the Term of this Agreement to launch, design, execute or process updates, upgrades or modifications of provided Software hereto in whole or in part. Parties hereunder agreed, that certain updates and upgrades of the Software shall be performed solely by the Licensor and on the free of charge basis upon prior written notification to the Licensee.

3. DUTIES

3.1. The Licensee shall:



3.1.1. perform its obligations under and its activities in connection with this Agreement diligently, honestly and in good faith;

3.1.2. obtain any and all licenses, registrations, permits or approvals necessary to Use the Software;

3.1.3. comply with all Applicable Laws and regulations of any Competent Authorities.

3.2. The Licensee shall not, without the prior written consent of the Licensor:

3.2.1. make any representations, warranties, guarantees or other commitments with respect to the specifications, features, functionality, capabilities, quality or manufacture of the Software which have not been provided by the Licensor or otherwise approved in writing by the Licensor;

3.2.2. pledge the credit of the Licensor in any way or give any condition or warranty or make any representation for or on behalf of the Licensor.

3.3. The Licensor hereby acknowledges and confirms that the Software before the Effective Date has been duly tested and technically monitored, consequently neither virus, nor any other harmful components whatsoever (the "Harmful Components") shall be attributable to the Software provided hereunder.

3.4. Excluded Jurisdictions. The Licensee shall be obligated not to distribute the Software into or within (as applicable) the Excluded Jurisdictions. The list of Excluded Jurisdiction can be amended via a relevant Addendum signed by the Parties.

3.5. Fraud Control. The Licensee is responsible for maintaining strict fraud control to ensure that chargebacks and other fraudulent behaviour is minimized. Such measures shall include but shall not be limited to, limiting deposits and obtaining verification of details.

4. INTEGRATION

4.1. Licensor and Licensee wish to integrate the Licensor's Software into the Licensee's systems for proper operation and Use.

4.2. The Licensor shall provide relevant assistance necessary to Use the Software.

5. FEES

5.1. In consideration for the License provided by Licensor under this Agreement, the Licensee shall pay to the Licensor the License Fee, as specified in Schedule 1 to this Agreement.

5.2. Invoicing of the Fees shall commence as from Go-Live Date.

5.2.1. The License Fee shall be calculated in Euro. All reports shall be submitted in accordance with server time UTC-0.

5.2.2. If the Software is used in a currency other than Euro, all relevant currency conversions shall be made in a manner agreed in writing between the Parties.

5.2.3. The Parties do hereby agree on using the relevant daily exchange rates stated on data conversion source <https://openexchangerates.org> for all fiat currencies by default with exceptions for particular currencies (if applicable), which may be additionally agreed and amended between the Parties in writing from time to time. All relevant currency conversions shall be done on a daily basis at 00:00 server time (UTC-0).

5.2.4. The payment shall be made by wire transfer in Euro or via alternative payment methods agreed by Parties in writing.

5.3. Each Party shall be responsible for payment of its respective Taxes due under any Applicable Law.

5.4. In the event that the Parties agree to settle any payment using a cryptocurrency:

5.4.1. The payment shall be made by crypto transfer in USDT currency with conversion of the invoice amount into USD using the exchange rate stated on <https://www.xe.com> on the day of invoice issuance.

5.4.2. The Licensor may also specify the invoice amount in USD and then the exchange rate to USDT shall be one USD to one USDT.

5.4.3. In the event that the Parties agree to settle any payment using a cryptocurrency, the Licensor and the Licensee share the payment of any commissions and/or transaction costs 50%/50%, having previously agreed on the conversion rate with the Licensee.

Order of Payment

5.5. All License Fees in connection to this Agreement shall be paid by the Licensee within 30 (thirty) calendar days in Euro following the receipt of the relevant invoice from the Licensor. In case there are any discrepancies in the relevant invoice, Licensee reserves the right to report such discrepancies to the Licensor. The Parties do hereby agree and acknowledge that the payment of the relevant License Fees can be delayed until all discrepancies are identified and corrected by the Parties.

5.6. In case there are any discrepancies in the relevant invoice in accordance with terms of Materiality, the Parties agree that the Licensee has the right to request the necessary data from the Licensor during the reconciliation (i.e. Transaction Report, Currency Report, Revenue Report in the context of Products, currencies, Websites regarding the License Fee), and the Licensor is obliged to provide confirmation of such data to the Licensee in the format agreed between the Parties.

5.7. The Parties do hereby agree and accept that in case there will be any delays and difficulties with the reconciliation process (more than 30 calendar days from the receipt of the invoice), the Licensee has the right to pay the Licensor according to Licensee's data, reports and records. In case of discrepancies between the final amount of the relevant invoice, as confirmed by each Party, and the amount paid by the Licensee, the Licensor undertakes to add/deduct such difference to/from the next invoice or make a refund of such amount to the Licensee.

5.8. Invoices shall be issued by the Licensor on a monthly basis or within other reporting period (separately agreed by the Parties in writing) no later than 5th day of every calendar month.

5.9. If Gross Software Revenue in a certain calendar month is negative, no License Fee shall be payable for such month. Negative amount shall be applied to the calculation of Gross Software Revenue for the following month unless otherwise specified by the Parties in Schedule 1. For avoidance of any doubts, the negative Gaming Revenue shall be added to the GSR only of one following month and shall not be included in the calculations if the GSR in such following month is itself negative in order to prevent the summation of negative amounts.

For example:

Gross Software Revenue for September: -1500 EUR (negative)

Gross Software Revenue for October: 350 000 EUR (positive)

In this case, the invoice amount for September shall be 0 EUR, and the negative amount shall be applied to the calculation of Gross Software Revenue for October. Therefore, Gross Software Revenue for October shall be 350 000 EUR - 1500 EUR = 348 500 EUR.

5.10. For the avoidance of any discrepancies, the Licensor undertakes to notify the Licensee of any changes in the context of currency denomination, server time and currency exchange as well as obtain the Licensee's consent and provide the Licensee with the information about any changes in relation to the above issues after the Go-Live Date. The Licensee is not responsible for any discrepancies caused by late notice of the Licensor, such discrepancies are fully covered by the Licensor.

6. INTELLECTUAL PROPERTY RIGHTS



6.1. All right, title and interest to and all Intellectual Property Rights in the Software and any other materials or works shall remain vested in the Licensor at all times and, save for the license set out in Clause 2.1, the Licensee shall obtain no right, title or interest in or to and no Intellectual Property Rights in the Software. For the avoidance of doubt, it is clearly understood that all Intellectual Property in respect to the Software shall remain the exclusive and sole property of Licensor.

6.2. The Licensee also covenants that at any time during effectiveness of this Agreement and/or after its termination, the Licensee shall not disclose to any other third parties, firm or company, particulars of any Intellectual Property of the Licensor. Such a disclosure, unless otherwise authorized in writing by the Licensor, shall be treated as an infringement of Intellectual Property Rights of the Licensor hereto.

6.3. The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to the Licensee's attention:

6.3.1. any actual, suspected or threatened infringement of the Software;

6.3.2. any claim made or threatened that use of the Software infringes the rights of any third party; or

6.3.3. any other form of attack, charge or claim to which the Software may be subject.

6.4. In respect of any of the matters listed in Clause 6.3 above:

6.4.1. the Licensor shall, in its absolute discretion, decide what action if any to take and have exclusive control over, and conduct of, all claims and proceedings;

6.5. Licensor warrants that the Software, to the best knowledge of the Licensor having made reasonable enquiry, does not infringe any copyright or intellectual property rights of any third parties. The Licensor agrees to indemnify, defend and hold the Licensee harmless against any and all liabilities, including the amount of any adverse final judgement or settlement resulting from or in connection with any third-party claim(s) that the Software infringes any copyright or intellectual property rights.

7. CONFIDENTIALITY

7.1. Any mutual non-disclosure agreement entered into between the Parties shall continue in full force and effect. Further, each party shall both during this Agreement and thereafter:

7.1.1. keep all Confidential Information disclosed to it by the other party strictly confidential;

7.1.2. not disclose any such disclosed Confidential Information to a third party, other than to such of its employees and/or officers as will of necessity acquire it as a consequence of the performance of that party's obligations under this Agreement, and only then provided that the relevant party shall ensure that each such employee and/or officer shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that party may lawfully use or disclose it under this Agreement; and

7.1.3. use Confidential Information disclosed to it only in connection with the proper performance of this Agreement.

7.1.4. If the Receiving Party commits a breach, or threatens to commit a breach of any of the provisions of this Clause, then the Disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this Clause, it being acknowledged and agreed that any such breach, or threatened breach, could cause irreparable injury and that monetary damages would not provide an adequate remedy to the Disclosing Party.

7.2. This Clause shall continue in force after and despite the expiry or termination of this Agreement, whatever the reason for termination.



7.3. Licensor acknowledges that disclosure of the terms of this Agreement to third parties will cause considerable damages to Licensee, which will constitute a material breach of this Agreement. Upon such an event Licensee shall have the right to terminate this Agreement without liability on its part by giving five (5) days' written notice of termination to Licensor.

8. WARRANTIES, REPRESENTATION AND UNDERTAKINGS

The Licensor's Warranties, Representations and Undertakings

8.1. The Licensor will use its commercially reasonable endeavours to ensure the Software operates substantially in accordance with this Agreement.

8.2. The Licensor hereby warrants that any changes in the Software, names, loaders, pop-ups, etc., which are political, aggressive, sabotage, revolutionary, etc., which may in any way affect and/or jeopardize reputation and neutrality of the Licensee, must be agreed with the Licensee at least a month in advance in writing. Otherwise, Licensee shall have the right to suspend the Use of the Software without notice until the situation is resolved. The Licensee shall resume the Use of the Software under this Agreement as soon as reasonably practicable after the Licensee is satisfied, exercising its absolute discretion, that none of the events listed above continue to apply.

8.3. The Licensor makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program or harmful data. In particular, the Licensor shall not be liable for any event, defect or bug or failure of the Software to the extent that it results from:

8.3.1. use of the Software other than in accordance with this Agreement;

8.3.2. failure to operate the Software on hardware or other equipment not previously approved in writing by the Licensor;

8.3.3. any modification of the Software not carried out or authorised in writing and in advance by the Licensor;

8.3.4. failure of electric power or environmental control systems; or

8.3.5. failure of hardware, software, telecommunications, other software or services not supplied by the Licensor; or

8.3.6. any other matter beyond the reasonable control of the Licensor.

8.4. For any breach of the warranties set out above, Licensee's exclusive remedy, and Licensor's entire liability, shall be the re-performance of the deficient Services, or if the Licensor cannot substantially correct a breach in a commercially reasonable manner, Licensee may end the relevant Services and recover the License Fees paid (if any) to the Licensor for the deficient Services in respect of the breach period.

8.5. In the event that Licensee detects any fraud in the Software, Licensor warrants to provide any required information requested by the Licensee in relation to the investigation of such fraud. The Parties agree that the payment of the License Fees can be delayed until fraud investigation is completed.

The Licensee's Warranties, Representations and Undertakings

8.6. The Licensee warrants to the Licensor that the Licensee:

8.6.1. will at all times:

8.6.1.1. reasonably advise the Licensor on becoming aware of:

(a) any non-compliance with Applicable Laws; and



(b) any non-compliance with any codes, policies, directives, standards, requirements, directions or guidance; and

8.6.1.2. at its own cost, obtain and maintain all regulatory approvals necessary for the Use of the Software; and

8.6.1.3. remedy any such non-compliance within a reasonable timescale.

8.7. The Licensee warrants that it shall at all times be an independent contractor acting solely for its own account and is not authorised in any way to make any commitments or representations or perform any act (except as may be necessary in the proper discharge of its duties under this Agreement) on behalf of the Licensor. Neither is any officer, director, employee, agent, or representative of the Licensee authorised to perform any act, execute any agreement or make any commitments on behalf of the Licensor. Neither this Agreement nor the Software offered for Using by the Licensee shall be deemed to create any relationship of agency, partnership, joint venture or any other type of association. Except as may be specifically agreed in writing by the Parties, the Licensee and its agents and employees will not make any promises, warranties or representations on behalf of the Licensor and shall not represent that they have such authority.

General Warranties

8.8. Each party represents and warrants to the other party that in respect of itself:

8.8.1. it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business) and is fully qualified and empowered to own its assets and carry out its business; and

8.8.2. it has full power to enter into (and to exercise its rights and perform its obligations under) this Agreement and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms.

8.9. The Parties shall collaborate, with all reasonable endeavours and actions, to assist each other in prevention of fraud, limiting risks and costs deriving from fraud, to investigate suspected fraud related directly or indirectly with the Software. If the fraud is caused by one of the Parties faults according to the results of the investigation of both Parties, then such Party shall be liable for any amounts resulting from the fraud.

9. INDEMNITY AND LIABILITY

9.1. Without limiting any of the Parties' other rights and remedies under this Agreement or under Applicable Law, the defaulting Party agrees to defend the innocent Party and its shareholders, directors, officers, employees and other representatives and those of its associates (the "**Extended Parties**") against actual losses, direct damages, claims or other actions (a "**Claim**"), and to indemnify the innocent Party and the Extended Parties on demand against any Claim payable to a third party, arising out of a breach or contravention of Clause 2, Clause 3, Clause 6 or Clause 8.

9.2. Unless otherwise indicated in this Agreement, nothing in this Agreement shall limit or exclude the liability of any Party to the other in respect of:

9.2.1. fraud;

9.2.2. any other liability, which cannot by law be limited or excluded; or

9.2.3. the Licensee's obligation to pay the Fees.

9.3. Neither Party shall be liable to the other Party for:

9.3.1. loss of profit or anticipated profits, loss of contract or revenue, loss of goodwill or reputation, loss of anticipated savings or loss of turnover;



9.3.2. any indirect or consequential loss, even if the Parties have been advised or should have foreseen the possibility of such damages.

9.4. The total aggregate liability of the Parties, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or for any related cause, will in no circumstances exceed a sum equal to the aggravated amount of 10 000 (ten thousand) EUR.

10. TERM AND TERMINATION

10.1. This Agreement shall commence as from the Effective Date and continue in force until the expiration of 12 months ("**Term**") unless terminated in accordance with its terms or otherwise, by written mutual agreement signed by both Parties. This Agreement shall not automatically renew on the expiry of the Term.

10.2. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the latter:

10.2.1. has committed an irremediable material breach of this Agreement;

10.2.2. has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within ten (10) Business Days after receiving notice from the terminating Party specifying the breach and requiring the breach to be remedied; or

10.2.3. enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); becomes insolvent; ceases or threatens to cease to carry on business; compounds or makes any voluntary arrangement with its creditors; is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator; is unable to pay its debts as they fall due; has an encumbrance take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; takes or suffers any similar action as the aforesaid due to debt; if the equivalent of any of the events described at this Clause 10.2.3, under Applicable Law occurs in relation to the other Party.

10.3. For the purposes of Clause 10.2, a breach shall be considered capable of remedy if the defaulting Party can still comply with the provision in question in all respects other than time of performance (provided that time of performance is not of the essence) and the breach does not relate directly or indirectly with:

10.3.1. breach of any kind of Clause 7;

10.3.2. breach of any kind of Clause 13.1; and

10.3.3. breach of any kind of Clauses 8,4, 8.6.

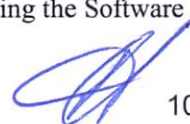
10.4. Either Party may terminate this Agreement within the Term for any reason without any liability to either Party by providing a written notification to the other Party of at least one (1) month in advance.

10.5. Upon the termination of this Agreement, the Licensee shall immediately cease to Use the Software and deliver to, or procure the delivery to, the Licensor all Software and all Confidential Information of the Licensor within its possession; all Fees outstanding as at termination shall become due and payable; and neither Party shall make any press release or statement without the prior written consent of the other.

10.6. The expiration or termination of this Agreement shall not affect those terms which are expressed to operate or have effect after its termination and shall be without prejudice to any right of action or claim which the Parties may have for damages arising from breach of this Agreement by the other Party.

11. SUSPENSIONS

11.1. Without prejudice to other rights the Licensor may be entitled to in this Agreement, the Licensor may, at Licensor's sole and absolute discretion, elect to suspend this Agreement and cease providing the Software to Licensee in the following events:



11.1.1. the Licensee fails to make payments when due in respect of this Agreement (and does not cure such default within fifty (50) Business Days of a notice of default in writing from Licensor); or

11.1.2. the Licensee does or omits to do anything or has used, or attempted to use, the Software in any manner or form that could bring the Licensor into disrepute.

11.2. In the events of suspension mentioned in Clause 11.1, all obligations of the Parties under this Agreement shall also be suspended without liability for either Party and both Parties agree to cooperate in good faith with each other as necessary to affect the suspension only as necessary to comply with said provisions.

11.3. The Licensor shall resume providing Software to the Licensee under this Agreement as soon as reasonably practicable after the Licensor is satisfied, exercising its absolute discretion, that none of the events listed in Clause 11.1 continue to apply.

12. NOTICES

12.1. Any notice given by one party to another under this Agreement shall be in writing, delivered by email to the following addresses:

to the Licensor: support@g.games

to the Licensee: partners@1xbet-team.com

13. ASSIGNMENT

13.1. Except as expressly set out below neither party shall assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under this Agreement (or purport to do so) without the other party's prior written consent.

14. ENTIRE AGREEMENT

14.1. This Agreement together with the documents referred to in it represent the entire terms agreed between the Parties in relation to its subject matter and supersedes and extinguishes any prior drafts, and all previous contracts, arrangements, representations, warranties of any nature whether or not in writing between the Parties relating to its subject matter.

14.2. Each party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement:

14.2.1. it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise or assurance made or given by any other party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement; and

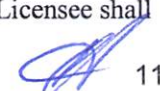
14.2.2. its only remedy in respect of any untrue statement, representation, warranty, promise or assurance expressly set out in this Agreement shall be for breach of contract.

15. AMENDMENTS

15.1. A purported variation of this Agreement is not effective unless in writing signed by or on behalf of each of the Parties.

16. RELATIONSHIP OF THE PARTIES

16.1. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose. For the avoidance of doubt, it is intended for the purposes of this Agreement that the Licensee shall



act as a vendor for the Licensor where Software is integrated with the Licensee's own Software subject to the division of payments as provided for in the schedules hereto.

17. REMEDIES NOT EXCLUSIVE

17.1. Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

18. NO WAIVER

18.1. A failure or delay by either party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

18.2. A waiver by either party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default.

18.3. A purported waiver or release under this Agreement is not effective unless it is a specific authorised written waiver or release.

19. SEVERANCE

19.1. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

19.2. If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement.

20. COUNTERPARTS AND SIGNING

20.1. This Agreement may be executed in any number of counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document. Digital signatures to this Agreement shall have the same effect as physical delivery of the paper document bearing the original.

21. ANNOUNCEMENTS

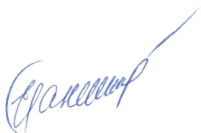
21.1. Save as required by law, existing contractual obligations or any applicable Competent Authority or government body to which either party is subject (wherever situated), no party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

22. COSTS

22.1. Save as otherwise stated in this Agreement, each party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement and the rights and duties of the Parties shall be governed by, construed and interpreted in accordance with the laws of England and Wales.



23.2. In the event of any misunderstanding or dispute between the Parties hereto or any matter concerning the interpretation of any provision of this Agreement, including but not limited to any questions regarding its existence, performance, breach, validity or termination thereof (the "**Dispute**") shall be resolved by discussion between the relevant Parties carried out in good faith. In the event of a Dispute, a Party shall serve a written notice upon the relevant other Party (the "**Dispute Notice**") proposing that such Parties seek to resolve the Dispute by negotiation.

23.3. If the Parties are unable to reach an amicable settlement within 30 (thirty) Business Days following the receipt of the Dispute Notice, all Disputes related to or arising in the connection of this Agreement shall be finally settled by Arbitration Rules of London Court of International Arbitration ("**LCIA**") by one arbitrator appointed in accordance with said rules. The place of arbitration shall be London and the language of proceedings shall be English.

IN WITNESS HEREOF, this Agreement has been signed by the duly authorized representatives of the Parties on the date that is first specified above.

For and on behalf of Licensor:

RudLuc Directors N.V.
Director


[signature]

For and on behalf of Licensee:

Olena Hanych
Director


[signature]



SCHEDULE 1

Licensor with their products/brands, further specified in brackets if applicable	Monthly recurring fee	Monthly min fee	Negative GSR	License Fee		Bonus cap	What is included into Bonus cap	Additional fee	Other conditions
Bartholomew (G Gaming; G Bingo)	N/A	N/A	☐ reset to zero ☒ moved to next month	☒ Fixed %	8% of Monthly NSR, EUR	15% for G Gaming Product ☐ fixed ☒ max	☒ Free spins ☐ Tournament ☐ Promo commitments ☐ Other (please specify)	☐ Tips ☐ Side Credit	N/A

Bonus cap calculation formula: 15% GSR>FS – bonus deduction all amount from FS; 15% GSR<FS – bonus deduction 15% from GSR

1. Bonus cap: 15%

GSR 500 000 EUR

Free spins 10 000 EUR

Bonus cap: $500\,000 \times 15\% = 75\,000$ EUR

$75\,000 \text{ EUR} > 10\,000 \text{ EUR}$

Total NSR = $500\,000 - 10\,000 = 490\,000$ EUR

2. Bonus cap: 15%

GSR 500 000 EUR




Free spins 150 000 EUR

Bonus cap: $500\,000 * 15\% = 75\,000$ EUR

75 000 EUR < 150 000 EUR

Total NSR = $500\,000 - 75\,000 = 425\,000$ EUR

License Fee calculation formula – $NSR * \% \text{ License Fee}$

Discount = $GSR \text{ Product} * \% \text{ Promo}$

$NSR = GSR - \text{Bonus and other additional expenses}$

“Promo” – discount provided by the Licensor for placing the Product in the top on the website page.

“%Promo” – the percentage of the discount that the Licensor provides for placing the Product in the top on the website page for a certain period.

If the GSR of the Product during the Promo period is negative, then the Discount is reset to zero.

Discount for each Product is calculated separately.

“Fixed bonus cap” – when Licensor always deducts fixed percentage of GSR, regardless of the actual number of free spins, promo commitments etc. that were applied during the reporting period.

“Max bonus cap” – when amount of bonus cap provided by Licensor depends on the actual number of free spins, promo commitments etc. that were applied during the reporting period. Maximum bonus deduction is limited to the bonus cap % of monthly GSR.

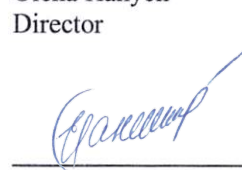
For and on behalf of Licensor:

RudLuc Directors N.V.
Director


[signature]

For and on behalf of Licensee:

Olena Hanych
Director


[signature] 

SCHEDULE 2

Licensed Software

In this Schedule 2 definitions shall have the meanings defined in the Agreement, unless it has been expressly indicated otherwise.

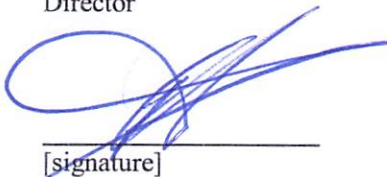
The Parties have agreed the next list of Software:

Name of the Software	Type of the Software
G Gaming	Slot Game
G Bingo	Bing Game

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

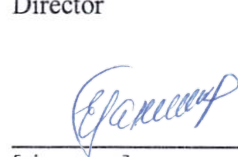
For and on behalf of Licensor:

RudLuc Directors N.V.
Director


[signature]

For and on behalf of Licensee:

Olena Hanych
Director


[signature] 