

SOFTWARE LICENSE AND RESALE AGREEMENT

This Software License and Resale Agreement (hereinafter referred to as the "**Agreement**") is made on **16 May 2025** (hereinafter referred to as the "**Effective Date**") by and between:

GAMERIFT LIMITED, a company incorporated and registered under the laws of Hong Kong, with registration number 78006686 and registered address at 8/F., China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong, hereinafter referred to as the "**LICENSOR**", and

TRICKLESS N.V., a company incorporated and registered in Curacao, with registration number 160941 and registered address at Zuikertuintjeweg Z/N, Curacao, hereinafter referred to as the "**LICENSEE**",
LICENSEE and LICENSOR hereinafter jointly referred to as the "**Parties**" and separately as the "**Party**".

GENERAL

WHEREAS, the LICENSOR shall provide the games, developed or legally distributed by the LICENSOR otherwise, to be agreed by the Parties via email, integration chat or other means of communication (further referred to as the "**Games**") subject to the terms and conditions, as set out hereunder,

WHEREAS, the LICENSOR is the owner the Games or has acquired the pertinent rights to provide (license/sublicense/resell) the Games otherwise;

WHEREAS, the LICENSEE wishes to integrate the Games into its existing platform for providing (sublicensing/reselling) the Games to its clients - Sub-Licensees (further in the text the terms "Sub-Licensees" and/or "LICENSEE's Clients" and/or "Clients" will bear a synonymous meaning);

WHEREAS, the LICENSEE operates a platform for distributing the Games to its clients - Sub-Licensees, and has sought the LICENSOR's approval for provision of the Games;

NOW THEREFORE, the Parties hereby agree on the following terms and conditions:

1. DEFINITIONS

1.1. This Agreement is to be interpreted in accordance with the following definitions:

"Agreement" shall mean this Software License and Resale Agreement including any supplementary agreements and/or any other appendices, annexes, schedules or amendments as are adopted or may later be adopted by the Parties in accordance with the terms hereof.

"Bets" mean wagers placed by an End User on the outcome of an Event through the Games, including any right to wagers granted by the LICENSEE and/or LICENSEE's Clients to an End User as any type of bonuses.

"Confidential Information" means:

(i) all information (of whatever nature and however recorded or preserved, but especially and without limitation Game design characteristics, Application Program Interface (API) specification, pricing and marketing information and software, whether source or object code), which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a Party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;

(ii) the terms of this Agreement and the negotiations relating to it;

(iii) information relating to Intellectual Property, and Intellectual Property Rights, owned or used or exploited by a Party and training courses and materials and know-how relating thereto.

"Effective Date" means the date on which this Agreement has been signed by the Parties.

"End User and End Users" means one or more of the LICENSEE's Clients' individual players who play the Games.

"End User Software" means such software as is downloaded by an End User when playing the Games,

whether stored on the End User's computer terminal or device or not.

"Events" mean any event or Game, the outcome or result of which is available for the End User to wager on.

"Gross Gaming Revenue (GGR)" means the aggregate income received by the LICENSEE and/or LICENSEE's Clients in connection with Games, which shall be calculated as the total monthly Bets on all Games during a calendar month less of the total monthly Winnings, but before taxes. GGR is calculated as $GGR = \text{Total Bets} - \text{Total Winnings}$. Where GGR received by any of the LICENSEE's Clients in connection with Games for a particular month result in a negative number, it shall be offset against the GGR received by other LICENSEE's Clients in connection with Games for this month resulting in a positive number.

"Intellectual Property" means generally inventions, designs, processes, formulae, notations, improvements, all financial information of any Party, know-how, goodwill, reputation, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the LICENSEE's software and LICENSOR's software and Games particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the LICENSEE's software and LICENSOR's software and Games or any part of them.

"Intellectual Property Rights" means patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

"Launch Date" means the date the first of the Games is live, operational and available to End Users on LICENSEE's Client's Websites.

"LICENSEE Software" or "Platform" means the LICENSEE's software solution through which the LICENSEE provides and integrates Games and other gaming software for and LICENSEE's Clients for providing gaming services and resale under respective agreements.

"Operators" means companies that provide online gambling services based on a relevant license. The Operator also means the LICENSEE's client to whom LICENSEE resells the Games/sub-licenses relevant rights to the Games under this Agreement.

"License fee" means the regular (monthly) fee to LICENSOR for provided license rights on Games under this Agreement, which is payable by the LICENSEE and which is calculated hereunder.

"Restricted Jurisdictions" shall mean the jurisdictions listed in Appendix B. Also, jurisdictions listed herein or agreed upon for particular games by the Parties via email, integration chat, or other means of communication as mutually agreed shall apply. The Restricted Jurisdictions list should automatically include any jurisdiction in which gambling is prohibited, a local licence is required to offer the games in such a jurisdiction (provided that the Licensee's Client does not hold a relevant local license) and/or such a jurisdiction is a monopoly. Curacao shall always remain a restricted jurisdiction.

"Upgrade" means any: (i) change or amendment to, or upgrade, or new version of Games or the Platform; and (ii) any new release of Games or the Platform.

"Winnings" mean the funds or prizes won by the End User as a result of Bet(s) placed by the End User being graded as a winning bet by the software of Games in accordance with the results of the relevant Event.

"Website" means website or websites, irrespectively, whether they are browser, desktop or mobile version, agreed by the Parties, on which the Games are provided by LICENSEE's Clients to End Users.

2. LICENSE AND RESALE

2.1. The LICENSOR hereby provides (licenses) the Games to the LICENSEE with the right to sublicense the Games to its Sub-Licensees (hereinafter referred to as the "Clients"), which act as

(1) Operators of online casino, or/and

(2) Game Aggregators reselling the Games to its clients, which act as Operators of online casino (hereinafter: "Operators" and/or "Aggregators" accordingly, or together named hereinafter: "Clients"), in accordance herewith, and grants a non-exclusive license to use such Games ("License") on Clients' domains, or on domains of Clients' clients, to make them available to End Users to play via Websites communicated to the LICENSOR by the LICENSEE via email, integration chat or other means of communication agreed by the Parties.

The LICENSEE shall bear no liability for actions or failure to act of Operators, Aggregators (resellers) and their clients.

2.2. The Aggregator (reseller) who received the rights (sublicense) from the LICENSEE has the right to the subsequent resale (sublicense) of the Games.

2.3. Other commercial terms, if not specifically agreed by the Parties in this Agreement, can be defined in the Appendixes to the Agreement.

3. INTEGRATION, TERMS, AND RESTRICTIONS

3.1. The LICENSEE will commence the integration hereunder ONLY AFTER the LICENSOR provides the documents listed in the Due Diligence form provided by the LICENSEE. For the purposes hereof, integration means any actions of the LICENSEE for adapting and configuring the Games to interact smoothly with and leverage the features and functionalities of the LICENSEE's platform.

3.2. The Licensor shall support the Licensee in the configuration and installation of the Games, Licensed Software on the appropriate hardware.

3.3. The LICENSOR shall exercise reasonable efforts to keep the support services available twenty-four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond the LICENSOR's control.

3.4. The LICENSOR is responsible for all aspects of providing, maintaining and operating the Games, including (but not limited to):

- Game management
- Continuous game & content development
- Technical support

3.5. The LICENSEE's Clients or their Clients' Websites on which the Games shall be provided to End Users will be agreed by the Parties via email, integration chat or other means of communication ordinarily used between the Parties.

3.6. Parties under this Agreement carry out activities outside Curacao. Independently of the terms of this Agreement, LICENSEE or LICENSEE's Clients shall not use the Games, including taking any real money wager from any End User who, at the time of making the wager, is located within any of the Restricted Jurisdiction.

4. PRICE AND PAYMENTS

4.1. License fee under this Agreement is calculated under Appendixes and paid in and in the manner provided herein.

4.2. All License fee shall be paid by either LICENSEE (or its Affiliate or other authorized party, as the case may be) to LICENSOR monthly in EUR (Euro) by electronic or wire transfer. License fee payment may also be made in cryptocurrency. Where the payment should be made to LICENSOR in other currency (or cryptocurrency) than EUR, for the purposes of conversion of one currency into another, the exchange rate of <https://www.xe.com/> shall be applied. In the absence of an immediate exchange rate, the exchange shall be conducted through EUR.

4.3. Exchange Rates: It is acknowledged between the Parties that for GGR calculation and invoicing purposes (including those made in cryptocurrency), the Parties shall use the exchange rates from <https://xe.com>. Exchange rates shall be in effect on the 1st day of the month after the accounting period. Rates apply to all transactions of all the Games.

4.4. Notwithstanding the foregoing, within the same calendar month, the License Fee is calculated in an aggregated manner for any and all GGR of any and all operators together and for any and all games calculated together. For clarity, it is expressly understood between the Parties that where, in a given calendar month, a certain game results in a negative GGR, such negative GGR shall be compensated by a positive GGR of any other game during that same calendar month. Further, it is expressly understood between the Parties that where, in a given calendar month, a certain operator incurs a negative GGR, such negative GGR shall be compensated by a positive GGR of any other operator during that same calendar month. For the avoidance of doubt, the Parties agree that if the aggregated GGR for all operators and for all games calculated together results in a negative amount in any calendar month, the GGR for that month shall be set to zero for the purpose of calculating the Fees. No negative results shall be permitted to be carried over to the following calendar month(s).

4.5. The Invoices for LICENSOR License fee shall be sent to LICENSEE by emails or other communication tools or ways agreed and usually used by Parties. The LICENSOR undertakes to issue the Invoices and send them to the LICENSEE **no later than on the 5th day of the calendar month following the month for which the Invoice is issued.**

4.6. The LICENSEE shall make the License fee payments not later than the fourteenth (14th) calendar day of the calendar month following the month for which the Invoice is issued.

4.7. For calculations hereunder (including GGR calculation and invoicing purposes) the data from the LICENSEE's backend is used unless the difference between the calculations of the Parties exceeds 5%. In this case, the Parties will make reconciliation to identify the reason for a difference and reach a consensus, upon which an invoice for the reporting period in question is re-issued – or corrections will take place in the next reporting period, as agreed by the Parties. The time spent for reconciliation and related invoicing issues won't be considered for calculation of the term for delay in payment.

4.8. Taxes applied to the LICENSOR in the jurisdiction of its registration and/or business operation shall be paid by the LICENSOR by itself.

4.9. LICENSEE shall be responsible for payment of any taxes, applicable to its activity.

4.10. In the event of a delay in payment, the Licensee shall be obliged to pay the Licensor a late payment fee at a rate of 0.2% of the outstanding amount for each day of delay. The late payment fee shall accrue daily, starting from the day following the due date until the date of full payment. This late payment fee shall not relieve the Licensee from any other obligations under this Agreement or limit the Licensor's right to seek additional remedies available under applicable law.

5. WARRANTIES, UNDERTAKINGS

5.1. The LICENSOR warrants that:

- it holds the required regulatory, administrative and all the other required warranties and permits, for the purposes of developing the Games, and licensing the rights thereto, other relevant activities and operations of the LICENSOR;
- the LICENSEE has the right to sub-license the Games to its Clients in accordance with this Agreement;
- any materials provided to the LICENSEE and related to the Games and/or Licensed Software do not contain and shall not contain, directly or indirectly, by reference or otherwise, any defamatory or discrediting, obscene or offensive content, and if it turns out that the Games and/or Licensed Software under this Agreement contains any of the above-mentioned materials, the LICENSOR is obliged to compensate for all damages and losses incurred by the LICENSEE in connection with this;
- the LICENSOR will make every effort to ensure that the Games and Licensed Software and the media upon which it is supplied are free from all viruses, back-doors, and any other malicious software or vulnerabilities intended to disrupt, damage, or interfere with the use Games or related Licensed Software, and will promptly make efforts to restore good and functional version of the Games if it contains any of the above defects;
- it is the owner of the Games and of each and every component thereof, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Games in this Agreement (a) without the further consent of any third party and (b) without conditions or requirements not set forth in this Agreement;

5.2. The LICENSEE warrants and covenants that:

- it will not, at any time during or after the term of this Agreement infringe any of the intellectual property rights of the LICENSOR;
- any information provided to the LICENSOR for the purposes of entering into this Agreement shall remain complete and accurate;
- it will not use or allow to use the Games for any illegal purpose or cause whatsoever;
- it shall perform all of its obligations under this Agreement at all times: i) using all reasonable skill, care and diligence; ii) using hardware, software, resources and equipment which are reliable, up to date, safe and in a condition, which is adequate and appropriate in the context of the Agreement; iii) in accordance with all applicable laws, licenses, directives, regulations and codes of practice; and iv) in accordance with Good Industry Practice;
- it shall promptly notify the LICENSOR upon becoming aware of any event or circumstance occurring which has or is reasonably likely to have a material adverse effect on the performance of its obligations under this Agreement;
- the LICENSEE does not act in the capacity of agent or nominee in respect of income for the use of the Games and independently bears risks for its commercial activities;
- the LICENSEE does not act as a conduit for another person who in fact receives the benefit of the income for the use of the Games;
- the LICENSEE does not act as a fiduciary or administrator acting on account of the interested parties in respect of the income for the use of the Games.

5.3. Parties hereto represent, warrant and covenant that they:

- (a) have full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and each may be an independent party to a lawsuit;
- (b) have full power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated by this Agreement and to be executed by them; have full power and authorization to consummate the transaction contemplated by this Agreement;
- (c) this Agreement is lawfully and duly executed and delivered by each of the Party; this Agreement constitutes lawful and binding obligations, enforceable against each of the Party according to the terms of this Agreement;
- (d) execution, delivery and performance of this Agreement by each of the Party do not (i) violate their relevant articles of association or any other constitutional documents (for legal persons), (ii) conflict with any agreement or contract or other document to which Parties are subject, or (iii) violate or conflict with any applicable law.

6. INTELLECTUAL PROPERTY

6.1. All Intellectual Property Rights in and to the Games, in any Upgrade and in all additions, corrections, and improvements thereto, Platform, other gaming software and in any other proprietary software will at all times remain the property of the respective Party which initially had such Intellectual Property Rights. The Intellectual Property Rights in all work done by LICENSOR or its contractors for LICENSEE remain with LICENSOR and are licensed to LICENSEE hereunder together with the Games.

6.2. The Licensee shall not remove or change in any way any copyright or trademark notices that appear on the Games.

6.3. Unless explicitly permitted under this Agreement, neither of the Parties may use the other Party's name, marks, trademarks, trade names or other proprietary symbols, or issue any public statement and/or press release related to this Agreement, without the prior written permission of the other Party.

6.4. Either Party also covenants with other Party that at any time after termination of this Agreement, it shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights, that belong to the other Party or infringe any of the Intellectual Property Rights of other Party.

7. AVAILABILITY

7.1. Licensor shall use commercially reasonable efforts to ensure that the Games will, from the Go Live Date and thereafter for the duration of this Agreement, be available and operate materially in accordance with industry standard.

7.2. Licensor shall promptly notify Licensee of any planned maintenance or updates that may temporarily

affect the availability or operation of the Games.

7.3. The Games shall be available for access and use by Licensee and End Users on a 24/7 basis, subject to scheduled maintenance, updates, and unforeseen technical issues.

7.4. In the event of any downtime or interruption in the availability of the Games due to Licensor's negligence or failure to meet industry standards, Licensor shall use commercially reasonable efforts to restore the availability of the Games as soon as possible.

8. ASSIGNMENT

8.1. LICENSEE may assign, sub-license or otherwise transfer this Agreement whether in whole or in part by submitting a notification to the LICENSOR via email, integration chat or other means of communication agreed by the Parties.

9. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

9.1. Each Party undertakes to and agrees with the other Party as follows:

- 9.1.1. to hold any Confidential Information disclosed by, belonging to or about the other Party in confidence and not to disclose it or permit it to be made available to any person, firm or company (except as authorized and permitted pursuant to the terms of this Agreement), without the other Party's prior written consent;
- 9.1.2. to use the Confidential Information disclosed by, belonging to or about the other Party for the expressly permitted purposes provided in this Agreement only;
- 9.1.3. upon written demand from the other Party to either return to the other Party the Confidential Information disclosed by, belonging to or about the other Party (and any copies) or to confirm to the other Party in writing that it has been destroyed.

9.2. This clause constitutes an ongoing, continuing condition of this Agreement and shall endure beyond the termination of this Agreement, for 3 (three) years.

9.3. Each Party will procure that all persons associated with it, whether as directors, employees or advisers, comply with the provisions of this clause 8.

10. TERM AND TERMINATION

10.1. This Agreement shall be effective on the Effective Date and shall be valid for twelve (12) months from the Effective Date and shall be automatically renewed for periods of twelve (12) months at a time unless either Party gives at least three (3) months prior written notice of non-renewal to the other Party. The number of prolongations is not limited.

10.2. This Agreement may be terminated by one Party (the "Aggrieved Party") forthwith by written notice to the other Party where any one, or more, of the following events occur:

- 10.2.1. the other Party breaches any obligation or undertaking under this Agreement and, where capable of remedy, such breach is not remedied to the reasonable satisfaction of the Aggrieved Party within 10 (ten) business days of the Aggrieved Party giving notice to the other Party to remedy such failure;
- 10.2.2. if any bankruptcy or insolvency proceedings are commenced against the other Party (including, if applicable, against any of its directors or senior management for the purposes of this sub-clause), or any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the other Party or the other Party's creditors or any class of them.

10.3. Either Party may terminate this Agreement without cause by giving the other Party not less than 30 (thirty) calendar days' written notice of termination after the end of the Initial term.

11. EFFECT OF TERMINATION

11.1. Upon termination of this Agreement for whatever reason, LICENSEE shall return to LICENSOR all of the Games and all Intellectual Property Rights licensed, supplied or delivered by LICENSOR to LICENSEE pursuant to this Agreement and all copies of the whole or any part thereof, and the Parties shall return to or, if requested by the other Party, destroy any Confidential Information belonging to the

other Party.

11.2. Any termination of this Agreement (howsoever occurred) shall neither affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof, which is expressly or by implication intended to come into force or continue in force on or after such termination.

12. GAMING BY LICENSEE

12.1. LICENSEE, its officers or employees at whatever level shall not make real money wagers on any of the Games. LICENSEE undertakes to use all reasonable endeavours to enforce this restriction.

13. LIABILITY. INDEMNIFICATION

13.1. Nothing in this Agreement shall exclude or restrict liability for fraud, or death or personal injury resulting from the negligence of either Party or their servants, agents or employees.

13.2. Neither Party shall be liable to the other for any indirect, consequential or special damages arising out of or in connection with this Agreement, unless expressly provided for herein.

13.3. Each Party's liability to the other, whether in contract, tort or otherwise (including negligence) shall be limited to a cumulative sum of € 80,000 (eighty thousand Euro) for all causes arising out of this Agreement.

13.4. The Licensor shall not be liable if the Licensee has allowed any third party to use or access the Games or distributed the Games in another way within the territory of Restricted Jurisdiction and/or any other territories deemed to be forbidden for distribution of Games by the applicable laws.

13.5. In the event of any bugs, technical errors, or disruptions occurring in the provision of Games by the LICENSOR to the LICENSEE, in cases where they affect the usability or accessibility of the Games provided, the Licensor shall be held liable for direct proven damages and loss of profits experienced by the Licensee or the Licensee's clients.

13.6. The Parties acknowledge that from time to time, as a result of hardware, equipment or telecommunication failures, including without limitation, supplier failures, or acts of God, the services provided under this Agreement may be temporarily disrupted. The LICENSEE acknowledges and agrees that neither LICENSOR, its agents, employee nor officers will be liable to the LICENSEE or any of LICENSEE's Clients, its End Users for any special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with the temporary disruptions that occur outside of LICENSOR's fault and control, which have been communicated with the substantial proofs to the LICENSEE by the LICENSOR as soon as practically possible.

13.7. LICENSEE will at all times during the term of this Agreement be liable for, indemnify, keep indemnified, defend and hold the LICENSOR and any of its affiliates (together with their respective employees, officers, subcontractors and agents), LICENSOR's Clients (each an "Indemnified Party") harmless from and against any and all liability, loss, expense (including without limitation reasonable attorney's fees), or claims for injury or damages:

(i) incurred by an Indemnified Party as a result of

(A) any inaccuracy in or breach of the representations, warranties or covenants made by LICENSEE in this Agreement, or

(B) any act or omission by LICENSEE or any of its directors, officers or employees that violates any law or constitutes tortious acts or omissions; or

(ii) incurred by an Indemnified Party or asserted against any Indemnified Party by any third party arising out of, in connection with, or as a result of

(A) the execution or delivery of this Agreement, the performance by the Parties hereto or thereto of their respective obligations hereunder,

(B) LICENSOR's exercise of its rights under this Agreement,

(C) any claim that the LICENSEE or the LICENSEE's Games infringe upon or otherwise violates any rights, including, without limitation, any intellectual property rights, of any third party,

(D) any claims of product liability, defective design, warranty, false advertising, unfair trade practices or consumer protection arising out of Games, services or products offered or provided by Licensor and

(E) any claims based upon Licensor's failure to comply with its obligations under this Agreement or applicable laws.

As a condition to LICENSEE's indemnity obligation LICENSOR shall give LICENSEE prompt notice of any Claim, grant LICENSEE sole control of the defence and/or settlement of any Claim (provided that LICENSEE shall not enter into any settlement that admits liability on behalf of Indemnified Parties or imposes any obligations on Indemnified Parties other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by LICENSEE. If the Games or part thereof becomes, or in LICENSEE's opinion may become, subject to a Claim or Indemnified Party's use thereof may be otherwise enjoined, LICENSEE may, at its option, either: (a) procure for Indemnified Parties the right to continue using the Games; (b) replace or modify the Games, so that they are non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this Agreement and refund any sums prepaid for the unexpired term, if any, upon the return or destruction (and certification of destruction) of the Games.

14. SUPPORT

14.1. LICENSEE will use its reasonable commercial endeavours to provide LICENSOR with a reasonable technical back-up and support for the Games.

The Parties have agreed to use the following contact details for support-related issues

Details	For LICENSEE	For LICENSOR
Email Address	info@trickless.io	support@gamerift.io
Contact Hours	10:00-19:00 (CET)	10:00-19:00 (CET)

15. NOTICES

15.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

15.1.1. To LICENSOR at:

Email, messenger: support@gamerift.io

For invoicing and financial issues: finance@gamerift.io

15.1.2. To LICENSEE at:

- info@trickless.io

15.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.

15.3. Notices sent via email are considered notifications in writing. Any notice sent via email shall be deemed received at 10.00 a.m. on the next business day after the date of dispatch.

16. MISCELLANEOUS

16.1. Sections and Headings. Division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or an Appendix refers to the specified section of or Appendix to this Agreement.

16.2. Terminology. Terms of computer or software terminology, which are not otherwise defined herein will have the meanings normally attributed thereto in the computer or software industry, unless the context of the use of such terminology would suggest otherwise.

16.3. Number, Gender and Persons. In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

16.4. Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns.

16.5. Force Majeure. A Party will neither be held responsible, nor will it be considered in breach of this Agreement, for its failure to fulfil any terms or provisions hereof, if such failure was a result of civil disorder, war, governmental decrees or laws, acts of enemies or terrorists, strikes, floods, acts of God, failure of telecommunications facilities, Internet service providers or by any other cause not within the control of that Party and which could not have been prevented by that party exercising reasonable diligence.

16.6. Sub-Contracting. The Parties shall be entitled to use sub-contractors to provide the Services or any part thereof.

16.7. Data Protection. Parties hereby undertake to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.

16.8. Entire Agreement. This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No statements or representations made by either Party have been relied upon by the other in agreeing to enter into this Agreement. No addition to or modification of or waiver of, any provision of this Agreement, and no consensual cancellation of this Agreement, shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

16.9. Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or sub-clauses contained in this Agreement shall be declared invalid or unenforceable by an arbitrator or by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any duly promulgated law, rule or regulation, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses or sub-clauses had not been inserted.

16.10. Waiver. Any forbearance delay or indulgence by either of the Parties in enforcing any of the terms and conditions of this Agreement shall not prejudice or restrict the rights and remedies of the other hereunder, nor shall any waiver of any subsequent breach operate as a waiver of any breach and no right, power or remedy available to that Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

16.11. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be constructed in favour of or against either Party by reason of authorship.

16.12. Governing Law: Arbitration. This Agreement shall be governed and construed in accordance with valid legislation of England and Wales, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction on the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or other international laws. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London, England.

The language to be used in the arbitral proceedings shall be English.

16.13. This Agreement may be entered into in any way and any form not prohibited by the law of England and Wales. This Agreement also may be concluded by exchanging scanned copies signed by the Parties exemplars of Agreement by email or any agreed on the Parties communications tools.

SIGNATURES

LICENSOR

GAMERIFT LIMITED

By August Jesse Warren

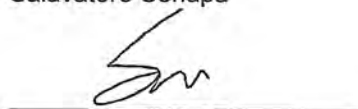
Director



LICENSEE

TRICKLESS N.V.

By Director of Ziobit Limited
(Managing Director of TRICKLESS N.V.)
Salavatore Senapa



APPENDIX A
TO THE SOFTWARE LICENSE AND RESALE AGREEMENT
BETWEEN TRICKLESS N.V.
and GAMERIFT LIMITED dated 16 May 2025

Agreed commercial terms:

Integration Fee	<i>waived</i>
Set-Up Fee	<i>waived</i>

Gross Gaming Revenue per month (GGR/month) (amounts in EUR)	License fee
ANY	6 % from GGR*

* GGR – Gross Gaming Revenue, as specified in definitions section hereof.

SIGNATURES

LICENSOR
GAMERIFT LIMITED

By August Jesse Warren, Director



LICENSEE
TRICKLESS N.V.

By Director of Ziobit Limited
(Managing Director of TRICKLESS N.V.)
Salavatore Senapa



APPENDIX B
TO THE SOFTWARE LICENSE AND RESALE AGREEMENT
BETWEEN TRICKLESS N.V and GAMERIFT LIMITED dated 16 May 2025

List of Restricted Jurisdictions

- The USA
- France
- Australia
- The Netherlands
- The UK
- Curacao
- Bahrain
- Afghanistan
- Singapore
- China
- Iran
- South Korea
- North Korea
- Oman
- Qatar
- Saudi Arabia
- United Arab Emirates
- Myanmar