

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("**Agreement**") is made on 1<sup>st</sup> September 2023 ("**Effective Date**") byand between:

PARTIES

(1) **Redplay Limited** a body corporate registered in **Isle of Man** (Number: 134500C) whose registered address is at The Engine House, Alexandra Road, Castletown, IM9 1TG, Isle of Man (hereinafter referred to as the "**Supplier**")

And,

(2) **Santeda International B.V.**, a body corporate registered in Curacao (Number: 151296), VAT number: 10406761V, whose registered company address is Abraham Mendez Chumaceiro Boulevard 03, Willemstad, Curaçao (hereinafter referred to as the "**Customer**")

(individually a "**Party**" and collectively "**Parties**").

BACKGROUND

- A. The Customer, its Licensees and Affiliates, hosts and operates gaming software and management tools as a remote gaming platform ("**Remote Gaming Platform**" or "**RGP**", as further defined below);
- B. The Supplier operates the software for certain online games ("**Redplay Casino Software**" or "**RCS**", as further defined below) and wishes to integrate the RCS on to the RGP, for the Customer to be able to make the RCS available to its Licensees and the Games accessible to End Users visiting the Licensees' gaming sites to the extent the same are integrated on the Customer's RGP; and
- C. This Agreement provides the Supplier with an opportunity to make the RCS and the Games available to its Licensees via the RGP;

The Parties agree as follows:

AGREED TERMS

1. Definitions

For purposes of this Agreement, the following terms shall have the following definitions:

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Affiliate | Means, in relation to a Party, (i) any ultimate or intermediate holding company of such Party (ii) any subsidiary of that Party and (iii) any subsidiary of any such ultimate or intermediate holding company in each case involving control, directly or indirectly, by one entity (Entity A) of another entity (Entity B) and where "control" means either a holding by Entity A of more than 50% of the voting capital of Entity B or Entity A having the right to nominate or appoint at least one half of the directors of Entity B or Entity A having by agreement or otherwise the power to direct the affairs of Entity B. |
| Agreement | means this written document together with all the appendixes and schedules attached hereto which form an integral part of it.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| <b>Applicable Law</b>                     | means any federal, national, state or foreign statute, law, commonlaw, ordinance, binding policy, binding guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgement, decree, permit or other requirement of any Regulatory Authority that applies to the activities of the Parties.                                                                                                                                                                                                                                                                                                                                                          |
| <b>Applicable Data Protection Law</b>     | means the legal instruments that constitute the Data Protection Law 2018 that govern the Isle of Man.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Confidential Information</b>           | means information of the other Party, whether communicated orally or in writing, including, without limitation, information of the other Party concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, operational information and the terms and conditions of this Agreement, as further described in section 9.                                                                                                                                                                                                |
| <b>Customer IP</b>                        | means all Intellectual Property Rights of the Customer and any other intellectual property asset of the Customer or its Affiliates or its or their Licensees excluding the Supplier's IP hereby licensed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>End User and End Users</b>             | means a person who uses the Games through the Platform andrelated services operated on the Customer's Licensees' Websites, as the ultimate user.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Games</b>                              | means Supplier's casino games accessible on the RCS and made available through the RGP to the Customer. This excludes any casino games which may not be available for Customer's use due to commercial exclusivity, premium pricing requirements in the case of branded content or licensing restrictions.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Gaming Taxes</b>                       | means the tax due to authorities for operating the Games within a specific jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Go-Live Date</b>                       | means the first date on which the Games are available to End Users on the RCS and the first Wager is placed on any of the Games.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Gross Gaming Revenue or GGR</b>        | means the aggregate income which is received by the Customer or due from any Affiliate or agent of the foregoing in connection with the activities of the RCS, which shall be calculated as the total monies wagered on all games less all winnings, but before governmental sales, excises or other taxes or tariffs imposed on the use of the RCS or operation of the Games and before any operating, administrative or other expenses. For the avoidance of any doubt, where Gross Gaming Revenue for a particular month results in a negative number the invoice will have a nil balance and the negative amount will not be carried forward.                                           |
| <b>Intellectual Property Rights or IP</b> | means any right that is or may be granted or recognized under any common law or civil law principle or any legislation of any description (national or supra-national) regarding inventions, patents, copyrights, neighboring rights, moral rights, design rights, database rights, trademarks, trade names, service marks, industrial designs, maskwork, integrated circuit topography, privacy, publicity, celebrity and personality rights, trade secrets, know-how and other intellectual and industrial property (whether registered or unregistered) and all rights to make applications for any of them anywhere in the world in each such case as may be amended from time to time. |
| <b>Supplier IP</b>                        | means all Intellectual Property Rights of the Supplier and any other intellectual property asset of the Supplier or its Affiliates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Invoice Date</b>                       | means the date stated on the invoice (usually it coincides with the last day of the previously billed month). In principle the invoice is sent in the first 10 days of the following month that is evaluated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| <b>Licensees</b>                      | means a corporate licensed customer of the Customer or an Affiliate of the Customer that operates online applications (including websites) from which it promotes and markets a range of gambling, gaming, digital entertainment and other electronic content to End Users.                                                                                                                                                                                                                                          |
| <b>Marketing Deductions</b>           | means bonus monies to be wagered on Games which are offered to End Users by the Customer for the purposes of encouraging game play by said End Users.                                                                                                                                                                                                                                                                                                                                                                |
| <b>Minimum Resale Fee or MRF</b>      | means the lowest participation based on the monthly License Fee on which the Customer may sell the Supplier's games to their Licensees. Any alteration in the MRF shall require written approval from the Supplier on each commercial instance.                                                                                                                                                                                                                                                                      |
| <b>Monthly Fee or License Fee</b>     | means the fees payable by the Customer to the Supplier in accordance Appendix A of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Net Gaming Revenue or NGR</b>      | Is equivalent to Gross Gaming Revenue minus any agreed deductions (as per the commercial terms outlined in this Agreement) less Gaming Taxes, if applicable.                                                                                                                                                                                                                                                                                                                                                         |
| <b>Operators</b>                      | Collectively Suppliers Operators and Customers Operators.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Premium Games</b>                  | The Supplier may release, from time to time, special games with unique graphics, dynamics or presentation which due to their special features will have a different Monthly/License Fee applicable.                                                                                                                                                                                                                                                                                                                  |
| <b>Redplay Casino Software or RCS</b> | means the Supplier's casino games environment and associated software on which it provides access to the Games (through the RGP).                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Remote Gaming Platform or RGP</b>  | means the Customer's gaming platform(s) operated or controlled by the Customer, or an Affiliate of the Customer, that serves remote gaming applications (including but not limited to websites and mobile) to Licensees and that shall disseminate the RCS.                                                                                                                                                                                                                                                          |
| <b>Restricted Jurisdiction</b>        | means a legal jurisdiction pursuant to the laws of which the promotion, marketing or offering in any form of any online gambling is prohibited or otherwise unlawful without a local license, or a jurisdiction which the Supplier does not currently support. Additionally, you agree to not provide or target the following territories USA, Turkey, Afghanistan, Yemen, Haiti, Myanmar, Nicaragua, Somalia, Iraq, Panama, Zimbabwe, Libya, Pakistan, Venezuela, Philippines, Lebanon, Guinea Bissau and Jamaica). |
| <b>Sanctioned Jurisdiction</b>        | means, at any time, a country or territory which is the target of comprehensive Sanctions (at the time of this Agreement, this includes Crimea, Cuba, Iran, North Korea, Sudan, South Sudan and Syria)                                                                                                                                                                                                                                                                                                               |
| <b>System</b>                         | means the RCS, Casino Software, Games and Hardware.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Wager/s</b>                        | means the aggregate amount wagered by End-Users on the Games or through the RCS.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Work Order</b>                     | means an order in the form agreed between, and signed by, the Parties which:<br>Defines the Operator that will take the Games via the Platform; and<br>Provides the following information: (i) a definition for net revenue used by the Operator in connection with the Games; (ii) the revenue share % that will be paid by such Operator; and (iii) a description of any deductions (e.g. bonus cap and gaming taxes).                                                                                             |

- 1.1 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.

- 1.1.1 References to this Agreement include references to this Agreement, its recitals and its schedules as varied, supplemented and/or replaced in any manner from time to time;
- 1.1.2 References to any Party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees;
- 1.1.3 References to the Licensee shall include references to any member of the Licensee's Group;
- 1.1.4 References to recitals, clauses, schedules and sub-divisions of them are references to the recitals and clauses, and schedule to, this Agreement and sub-divisions of them respectively;
- 1.1.5 References to a "person" include any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality;
- 1.1.6 References to the one gender include all gender and references to the singular shall include the plural and vice versa;
- 1.1.7 Any phrase introduced by the terms "including" or "include" or any similar expression are illustrative and do not limit the sense of the words preceding those terms and shall be deemed to be followed by the words "without limitation".
- 1.2 Predecessors, Successors and Assigns: This agreement shall supersede any previous agreements made between parties and/or any connected companies that are or were in the same group of companies. This Agreement shall endure 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. **The rights and obligations of the parties can be transferred/novated only upon mutual written agreement, unless otherwise stated in the present Agreement.**

## 2. Use of the Supplier's RCS

- 2.1 Subject to the terms and conditions of this Agreement, including payment of the Monthly Fee throughout the Term, the Supplier hereby grants to the Customer a limited, revocable, non-transferable, non-assignable, non-sublicensable, and non-exclusive (other than as indicated below) right to:
  - (a) access the RCS and the Games;
  - (b) allow their Licensees to offer the games in any jurisdiction where they are legally allowed to offer such products to End Users;
  - (c) allow access by End Users to the RCS and the Games by way of the Licensees' online applications in order to deliver the RCS and the Games to such End Users for gaming purposes;
  - (d) carry out marketing activities in relation to the RCS and Games;
  - (e) use the Supplier IP in connection with the provision and marketing of the RCS and Games;
  - (f) integrate the RCS into, or have the RCS linked to, the RGP in order to facilitate the above.

(together the "**Licensed Rights**").
- 2.2 For the purposes of the Licensed Rights, the Supplier undertakes to include within the Games all future games released by the Supplier that are available on the RCS.
- 2.3 The Customer shall be entitled to use the Licensed Rights in connection with arrangements with one or more Licensees so as to permit End Users of such Licensees to have the benefit of access to the RCS and the Games.

- 2.4 The Supplier may request and shall receive - due to legal, financial or other valid reason -the details of the Licensees, Affiliates and their RGP on which the Games are made available to End Users.
- 2.5 All rights, title and interest in and to the System, and any copies thereof and all documentation, code and logic, which describes and/or composes the same and all the Supplier's IP remains the sole and exclusive property of the Supplier or its Affiliates or agents, as the case may be, pursuant to the terms of the Supplier's agreements with its Affiliates or agents, if any. The Supplier warrants and represents that any consents required from its Affiliates or agents in order to offer the services described in this Agreement have been obtained.
- 2.6 All rights, title and interest in and to the Customer IP and any copies thereof and all documentation, code and logic, which describes and/or composes the same, remains the sole and exclusive property of the Customer or its Affiliates or agents, as the case may be, pursuant to the terms of Customer's agreements with its Affiliates or agents, if any.
- 2.7 The format of the RCS shall remain as determined at the Supplier's sole discretion but any material change (a change that might negatively impact Revenue) shall be notified to the Customer as soon as practicable possible, by written notice to the Customer and the Supplier agrees that it shall be responsible to integrate any changes to the RGP.
- 2.8 The Customer shall not permit any third party to use or access the System, other than its Licensees and End Users, for the sole purpose of accessing the Games in accordance with the terms of this Agreement, without the Supplier's prior written consent.
- 2.9 The Customer hereby acknowledges that it has the right to use the System only in accordance with the express terms of this Agreement and not further or otherwise.
- 2.10 The Customer agrees it shall not at any time be permitted to have any access to the server systems that hosts the Games and the associated software and databases, wherever they may be.
- 2.11 Both parties hereby acknowledge and agree that communication and timeliness of performance is an expressly essential consideration of this Agreement, and that failure to timely perform, respond, or deliver in accordance with this Agreement or in accordance with any exhibit(s) as may hereafter be set forth in a separate writing, shall constitute a material breach of this agreement.
- 2.12 Both Parties shall have the right, on reasonable notice to the other, no more often than once in any twelve (12) month period, to appoint an independent third party to examine the other's books and records as they relate to the Games, during regular business hours, in order to verify compliance with the terms of this Agreement. Any such audit shall be at the expense of the requesting party unless the audit reveals an underpayment of greater than five (5%) per cent in which case the audit shall be at the expense of the party being audited who shall forthwith pay to the other party the amount of any deficiency identified by the audit.
- 2.13 The Customer understands and accepts that in order to limit the maximum award payout of any Supplier game title that the Customer will need to agree with the Supplier the maximum wager limits for each individual game that the Supplier offers.

- 2.14 The Customer accepts on behalf of themselves and its Licensees the financial risks inherent in offering the Supplier's game titles both existing game titles and future releases, to End Users.
- 2.15 The Customer agrees that they may not resell the Games to any third party for a fee less than the Minimum Resale Fee ("MSF") stipulated in Appendix A of this Agreement. The Customer may, on a case by case basis, request a dispensation from the Supplier to resell the Games at a lower rate than the MSF but written approval must be given by the Supplier prior to the Customer making any commitment to the applicable third party.

### 3. Supplier Representations and Warranties

3.1 The Supplier represents and warrants to:

- (a) provide and manage the Supplier's IP;
- (b) host and operate the RCS and the Games so that they are available for use by the Customer, Licensees, and End Users;
- (c) ensure that the RCS and the Games are and remain compliant with laws and regulations in the jurisdictions where a license is required, including but not limited to Isle of Man. The Supplier shall undertake to maintain or procure any certification or similar relating to the RCS and the Games in those jurisdictions where needed and be responsible for any costs relating to the same, which costs shall be paid timeously to ensure certifications are obtained as soon as possible;

Notwithstanding the above in part 3.1.(c) the Supplier shall at its sole discretion be the only arbiter of jurisdictions for which the Supplier will certify the Games.

**4. Customer Representations and Warranties:** The Customer warrants and represents to the Supplier as follows and acknowledges that the Supplier is relying on such warranties, representations and warranties in entering into this Agreement and the transactions contemplated in this Agreement:

- (a) Capacity: The Customer has the necessary capacity to enter into this Agreement and to perform its obligations hereunder and it has all necessary gaming licenses and, where necessary, rights to pass on the benefit of same, in order to perform its obligations and enable the Supplier to gain the benefit of the terms of this Agreement.
- (b) Use of Software: The Customer will use the RCS only in compliance with the laws of the jurisdiction where it operates avoiding any Restricted Territory. If in a certain jurisdiction there is a licensing regime in place, the Customer, its Licensees or Affiliates, will use and offer the RCS only in accordance with the licensing requirements and until the respective licenses are maintained. The Customer is responsible for the lawful conduct of its Licensees and Affiliates and undertakes to perform proper Due Diligence and checks in order to make sure that they are correctly incorporated and acting in a compliant way upon the time of entering the agreement and throughout the business relationship.
- (c) Conduct of Business: The Customer will pursue the operation of the Games during the term of this Agreement in a lawful commercial manner and to the best of its ability;
- (d) Unauthorized Use: The Customer will not permit any third party, other than its Licensees or Affiliates, to use the RCS for real money game play.

- (e) The Customer agrees that it, or its Licenses will not solicit or accept wagers either directly or indirectly or any other third Party using the Games from any Restricted Jurisdiction or Sanctioned Jurisdiction.
- (f) The Customer, or its Licenses, will use the Games only in compliance with the laws of the jurisdiction where it operates. If in a certain jurisdiction there is a licensing regime in place, the Customer will use and offer the Gaming Software only in accordance with the licensing requirements and until the respective licenses are maintained and will operate Games in accordance with the restrictions set out in Clause 4.
- (g) The Customer or its Licenses, will not solicit or accept wagers from individuals listed on the Office of Foreign Assets Control (OFAC) Sanctions List, the Office of Financial Sanctions Implementation (OFSI) Sanctions List and the Isle of Man Customs and Excise Sanctions List.

## **5. General Representations and Warranties**

- 5.1 Both Parties and signatories to this Agreement represent and warrant that they carefully read all of the terms and conditions of this Agreement, fully reviewed its provisions and understand its contents and sign the same as their own free acts and deeds.
- 5.2 The Supplier shall defend, indemnify, protect, save and hold harmless the Customer and its Affiliates and directors, officers, employees and agents, against any liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs including reasonable legal costs and expenses, arising out of or related to any claim or action that the possession or use of the Games, RGP and RCS respectively (or any part thereof) infringes the Intellectual Property Rights of a third party with the limitations of liabilities set forth in clause 10.
- 5.3 Each Party shall defend, indemnify, protect, save and hold harmless the other Party and its Affiliates and directors, officers, employees and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards and costs, including reasonable legal costs and expenses, arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, arising out of any performance or failure of performance (whole or partial) of this Agreement by either Party or any breach or violation of any duty, obligation, warranty or representation made hereunder excluding any losses suffered as a result of an error in the Games enabling the Games to be exploited. In the event of an error in the Game the Supplier shall indemnify the Customer provided that the Customer shall not have any right to be indemnified hereunder for their own recklessness, negligence or willful misconduct.
- 5.4 By entering into this Agreement, the Parties acknowledge and consent that Personal Data may be processed by the other Party in connection with the provision, support and maintenance of the RCS and the execution of obligations in terms of the Agreement. For the purposes of applicable Data Protection Laws, the Parties declare and accept that they act as a Data Controller and as a Data Processor, where applicable.
  - 5.4.1. The Customer confirms that it is the Customer's obligation to inform End Users of such processing of data and the Customer further warrants, represents and undertakes to the Supplier that it will at all times be compliant with all applicable Data Protection Laws.
  - 5.4.2 Personal Data processed under this agreement may only be used for the

purposes authorised under this agreement and the Parties will use, process and store all of the Personal Data that it receives under this Agreement in accordance with instructions provided by the other Party from time to time.

- 5.4.3 The Parties warrant, represent and undertake that they shall implement data security measures adequate for its role as the controller of Personal Data.
- 5.4.4. The Parties hereby acknowledge and agree that, before the Go Live Date, the Customer will provide the Supplier with all due diligence information and documentation requested by the Supplier. Until such time that the Customer's due diligence information and documentation is approved by the Supplier, the Supplier may terminate this Agreement at any time on immediate written notice. The parties further agree that the Go Live Date may not occur prior to the Supplier's satisfaction with the Customer's due diligence information and documentation. It is further agreed that any costs incurred by either party cannot be reclaimed in the event the Agreement is terminated per this clause.

## **6. Payment / Monthly Fees**

- 6.1 Subject to each of the Parties' respective obligations under this Agreement, the Suppliers shall calculate and charge the License Fee in accordance with Appendix A of this Agreement.
- 6.2 Customer shall pay License Fees to the Supplier as per Appendix A on a monthly basis commencing at the Go-Live Date. License Fees shall be calculated monthly in arrears and paid within fifteen (15) days of the invoice date and following receipt by the Customer's Licensees. Fees shall be based on the financial reports generated by the Customer's remote administration software which shall be sent to the Supplier.
- 6.3 All payments shall be made in EUR. Any currency conversion shall be based on the closing prices on the last day of each month as quoted by Suppliers then current bankers, from time to time.
- 6.4 The Supplier shall be entitled to charge, and Customer shall pay, interest on any sums which are overdue at the rate of 2% (two percent) per annum above the base rate from time to time of Licensor's then current bankers, from time to time, from the due date until the date of payment in full, whether before or after any judgment. Such interest shall accrue on a monthly basis.
- 6.5 In case of overdue payments, the Supplier may unilaterally assign the collection of such debts (inclusive of interests and costs incurred for collection procedures) to a third party, in accordance with the clauses of the present Agreement.
- 6.6 In case Gaming Taxes are deducted from the NGR, the Customer will inform the Supplier about the exact percentage of tax applicable, no later than 20 days before the Invoice Date. If the Supplier will not receive a new notification related to Gaming Taxes, the percentage applicable to the last month evaluated will be used.
- 6.7 The License Fee shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. The taxes shall be paid by the Customer to the Supplier to the extent they may apply upon presentation of a valid VAT invoice.

## **7. Intellectual Property**

- 7.1 All Intellectual Property Rights in the RCS, as well as additions, corrections, improvements thereto, and in any of the Supplier's IP provided to the Customer will at all times remain the property of the Supplier. To the extent that any legal or beneficial interest in the Intellectual Property Rights relating to the subject-matter referred to in this clause 7.1 should for any reason vest in the Customer, the Customer hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to the Supplier. In addition, the Customer shall waive, and shall procure that all of its employees, agents and sub- contractors waive, all moral rights in respect of any such Intellectual Property Rights, in favour of the Supplier, provided that nothing in this clause 7.1 shall be intended to transfer any intellectual property rights in any of the Customer's trademarks, trade names, logos or any other intellectual property belonging to the Customer.
- 7.2 All Intellectual Property Rights in the RGP, as well as additions, corrections, improvements thereto, and in any of the Customer's IP will at all times remain the property of the Customer. To the extent that any legal or beneficial interest in the Intellectual Property Rights relating to the subject-matter referred to in this clause 7.2 should for any reason vest in the Supplier, the Supplier hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to the Customer. In addition, the Supplier shall waive, and shall procure that all of its employees, agents and sub- contractors waive, all moral rights in respect of any such Intellectual Property Rights, in favour of the Customer, provided that nothing in this clause 7.2 shall be intended to transfer any intellectual property rights in any of the Supplier's trademarks, trade names, logos or any other intellectual property belonging to the Supplier.
- 7.3 The Intellectual Property Rights in all work done by the Customer or its contractors remain with the Customer.
- 7.4 As a result of the Parties' joint contributions in relation to the provision of the Games, the Parties acknowledge that the Customer may obtain and develop certain skills and knowledge ("Practical Know How"). The Supplier agrees that the Customer shall be entitled to use any such Practical Know How in relation to the Customer's Licensees, services and/or products.
- 7.5 Each Party agrees that during and at any time after termination of this Agreement, they shall not disclose to any other person, firm or company, particulars of any Intellectual Property Rights unless expressly permitted hereunder and they shall not infringe any of the Intellectual Property Rights of the other Party.
- 7.6 Each Party shall inform the other Party of any claim known to it by a third party of infringement relating to the Supplier's IP.

## **8. Confidentiality**

- 8.1 "Confidential Information" shall mean any and all information relating to the disclosing Party, and/or its Affiliates of any description whatsoever and in the widest sense including without limitation relating to its business, finances, intellectual property assets, products, services, know-how, trade secrets, marketing, and shall also include the existence of this Agreement and any provision of this Agreement but shall not include any information:
- (a) that is already known to the receiving Party without restrictions on use or disclosure, at the time of its disclosure by the disclosing Party;
  - (b) that is or becomes generally available to the public other than as a result of disclosure thereof by the receiving Party;

- (c) that is lawfully received by the receiving Party, without restrictions on use or disclosure, from a third party that is not itself under any obligation of confidentiality or non-disclosure to the disclosing Party or any other person with respect to such information;
  - (d) that is independently developed by or for the receiving Party without reference or access to the disclosing Party's Confidential Information; or
  - (e) that is approved in writing by the disclosing Party for use or disclosure.
- 8.2 Any Party relying on any of the exceptions shall bear the burden of proof with respect to such reliance.
- 8.3 The receiving Party shall protect the confidentiality of any Confidential Information disclosed or furnished by the disclosing Party or otherwise made available to the receiving Party in connection with the negotiation, execution or performance of this Agreement (whether in written media or otherwise) using the same degree of care that it uses to protect its own confidential or proprietary information of a like nature but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party, and the receiving Party shall not be deemed by virtue of any access to the Confidential Information of any disclosing Party to have acquired any right or interest in or to any such Confidential Information.
- 8.4 The receiving Party shall use the disclosing Party's Confidential Information solely for the purposes of this Agreement and shall not otherwise use nor disclose or disseminate any such Confidential Information to any third party at any time, except as required by law or any competent regulatory body, or the rules of any relevant stock exchange. If the receiving Party is compelled to disclose any Confidential Information relating to the disclosing Party as the result of any bona fide written order from any government agency, regulatory body, court of law or competent jurisdiction or stock exchange, the receiving Party shall endeavor to give no less than five (5) days' notice to the disclosing Party of the disclosure to the extent it is able to do so.
- 8.5 The receiving Party shall notify the disclosing Party promptly of it becoming aware of any unauthorised use or disclosure of the disclosing Party's Confidential Information and shall cooperate with and assist the disclosing Party in every reasonable way to stop or minimise such unauthorised use or disclosure.
- 8.6 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.
- 8.7 Upon termination or expiration of this Agreement, each receiving Party shall, at the disclosing Party's option, return or destroy all Confidential Information of the disclosing Party and provide an officer's certificate to the disclosing Party as to such return or destruction, as applicable.
- 8.8 No announcement, press release or other disclosure shall be made concerning the contents or subject matter of this Agreement by any Party hereto without the written consent of the other Party, and provided that each Party shall use reasonable commercial efforts to provide at least two (2) days' written notice to the other Party

of such requested consent, except as required or mandated by law or any regulatory authority.

## **9. Gaming Data, data protection and privacy**

- 9.1 Supplier does not hold or process any personal data or information of any End Users. Any non-personal data related to game transactions on the LCP and Games, is held in strictest confidence between Supplier and Customer and is protected as required by Applicable Data Protection Regulations using appropriate technical and organisational measures.

## **10. Term and Termination**

- 10.1 This Agreement shall commence and be deemed effective on the Effective Date and shall remain in effect for a minimum term of three (3) years unless one Party gives written notice of termination of this Agreement to the other Party as permitted herein.
- 10.2 This agreement will automatically be renewed at the end of the initial term and each subsequent term for a further period of one (1) year unless either Party serves a written termination notice to the other not less than ninety (90) days prior to the end of the current term.
- 10.3 Termination on Change of Control: Either party may terminate this Agreement in the event of the Change of Control of the other party to a direct competitor of the other Party following the service of ten (10) days' notice in writing, provided that such party reasonably defines and determines that the Change of Control will adversely affect the Party electing to terminate.
- 10.4 Termination for Cause: Either Party may terminate this Agreement:
- 10.4.1. Effective immediately upon written notice for cause or if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is involuntarily petitioned into bankruptcy, suffers or permits the appointment of a receiver for its business assets, or is wound up or liquidated, voluntary or otherwise;
- 10.4.2. Effective immediately upon written notice, in the event that a change in law or regulation requires it, or otherwise makes the activities of a party anticipated by this agreement illegal or non-compliant, or if any applicable jurisdictional / regulatory body require it;
- 10.4.3. On thirty (30) days written notice to the other party if that other party commits a material breach of this Agreement and fails to remedy such material breach (if capable of remedy) within 30 days of receipt of such notice.
- 10.4.4. On thirty (30) days written notice if the initial due diligence conducted on the other party is not satisfactory or/and complete. Requested due diligence shall be in line with applicable legislation and not be unnecessarily invasive or problematic to procure.

Any such event or occurrence shall constitute a default under this Agreement. If any of the above events occur, the subject party shall immediately notify the other party in writing of its occurrence.

- 10.5 Effect of Termination: Upon termination of this Agreement, for any reason, the rights and licenses granted to the Customer by the Supplier hereunder shall terminate

immediately and the Customer shall cease all use of the RCS and shall, at the option of the Supplier, either return to the Supplier or destroy all copies of the RCS in the possession of Customer and Supplier shall be entitled to unilaterally take any and all steps or actions it may deem necessary to enforce this subsection.

- 10.6 Suspension or Removal of Access: The Parties reserve the right to interrupt, curtail or suspend the services provided in this Agreement in the event that the Customer's provision of the Games is non-compliant (or allegedly non-compliant) with licensing regimes or with any applicable laws and regulations, provided that in the event of non-compliance, the Customer will have seventy two (72) hours within which to provide evidence of compliance to the Supplier before the Customer's access to the Games is suspended;
- 10.7 Fees: Subject to any claim or setoff rights of the Customer in respect of such termination, no termination of this Agreement shall release the Customer from its obligations to pay the Supplier any License Fees which accrued prior to such termination. By way of clarification, the Customer shall not be responsible for payment of License Fees to the Supplier beyond such time as the use of the RCS by the Customer has been discontinued.
- 10.8 Non-Payment:
- 10.8.1 Notwithstanding anything contained herein, non-payment by the Customer of any License Fees provided for herein, at the times specified herein, which non-payment continues for fifteen (15) days after written notification from the Supplier referring to this Clause, shall entitle the Supplier to terminate this Agreement effective immediately. In such event Supplier shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the RCS and the provisions of clause 6.2 and 6.3 will be enforced.
- 10.8.2 In the event of a dispute regarding an invoice for any License Fee, the parties will endeavor to resolve the dispute prior to the issuance of any notice contemplated in clause 9.8.1. If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved in the execution of the Agreement within 5 (five) Working Days after a dispute arises, or such extended period of time as the Parties may allow in writing, then such dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve this dispute within 5 (five) Working Days after it has been referred to them.
- 10.9 Survival: Upon termination of this Agreement, then notwithstanding such termination, all obligations under Section titles: "Representations and Warranties" and "Liability and Indemnification" shall survive and continue to bind the parties for two years after the date of termination. Notwithstanding termination, unless otherwise provided herein, all obligations under Section titles: "Intellectual Property Ownership", "Confidentiality and Non-disclosure" and "General" shall survive and continue to bind the parties for the maximum period permitted under governing law.
- 10.10 Refunds/Payments: Subject to any limited claim or setoff rights of Customer in respect of such termination, as provided for herein, upon termination of this Agreement, the Customer shall not be entitled, nor shall the Supplier be obliged to pay any refund to the Customer of sums paid by the Customer to the Supplier prior to termination, which sums have been paid and have been earned by the Supplier at the date of termination, and the Customer shall pay to the Supplier all sums accrued and owed Supplier up to and including the date of termination. All such sums shall be determined in accordance with the terms of this Agreement.

10.11 Both Parties may terminate this Agreement with immediate effect without cause at any time, upon at least ninety (90) days written notice to the other Party .

## 11. Liability And Indemnification

- 11.1 Limitation of Liability: In no event shall either Party be liable to the other under or in connection with this Agreement or otherwise for any loss of business, profits, anticipated savings, data, or for any indirect or consequential loss whatsoever.
- 11.2 The Supplier shall have no liability for any period of downtime of the services caused by or resulting from: a failure of servers, related equipment or hardware used by the Customer for the provision of the services; a failure or disruption of internet services not resulting from fault or negligence by a company in the Supplier's group and/or any other technical service outage not occasioned through fault or negligence by a company in the Supplier's group.
- 11.3 The Supplier shall not be liable for any loss or damage caused by an error of the Customer, including but not limited to the display on the Customer's website of incorrect information such as but not limited to settlements, incorrect odds, incorrect payment rules or incorrect bonus programs.
- 11.4 Aggregate Liability: Without limiting the general exclusion, the liability of each of the parties and any of its associates, affiliates, parent or subsidiary corporations, to the other party, whether for negligence, breach of contract, misrepresentation or otherwise will in respect of a single occurrence or a series of occurrences will in no circumstances exceed the amount of €100,000 (One Hundred Thousand Euros) or equivalent in other currencies.

## 12. Accounting

- 12.1 The Customer shall maintain records of all transactions and Wagers placed by End Users in relation to the Games. The Customer shall provide the Supplier with financial reports generated by the Customer's remote administration software which shall be sent to the Supplier. Following the development of real time access to outside organization the Customer will provide the Supplier with real time access to the records online.
- 12.2 No fees are payable for the regular reporting system provided to the Customer for the purpose of calculating the Monthly Fee.
- 12.3 The Supplier shall provide accurate and complete real time reports pertaining to all gaming/wagering transactions of the Games as solely defined by the Supplier via an online reporting system.
- 12.4 The Supplier and its agents shall have the right to use the accounting information for statistical and reporting purposes provided that specific information about the Customer and its Licensees and any End Users is not disclosed.

## 13. Notices

- 13.1 Any notice or other document to be served under this Agreement to another Party shall be in writing and/or by electronic mail.

|                            |                                                   |
|----------------------------|---------------------------------------------------|
| <b>If to the Supplier:</b> | <b>If to the Customer:</b><br>Attn: George Davies |
|----------------------------|---------------------------------------------------|

|                                                                                                                                                                                                      |                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Redplay<br>The Engine House<br>Alexandra Road<br>Castletown<br>IM9 1TG<br>Isle of Man<br><br>And/Or copy by email to: Attn: Alexander<br>lvshin<br>Email: <a href="mailto:a@askal.co">a@askal.co</a> | Santeda International B.V.<br>Abraham Mendez Chumaceiro<br>Boulevard 03, Willemstad, Curaçao<br><br>And/Or copy by email to: George<br>Davies<br>Attn:<br>Email: |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### 14. Final Provisions

- 14.1 This Agreement may be executed in multiple copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When all of the parties and signatories have executed any copy hereof, such execution shall constitute the execution of this Agreement, whereupon it shall be effective.
- 14.2 The failure of any party to insist upon the performance of any term or condition in this Agreement, or the failure of any party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless otherwise expressly provided for herein. Furthermore, the Supplier shall have the right to seek equitable relief when necessary, without affecting its other rights in any way.
- 14.3 Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 14.4 The provisions of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assignees. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, partnership, or corporation, other than the Parties, their successors and assignees, any benefits, or rights under or by reason of this Agreement, except to the extent of any contrary provision herein contained.
- 14.5 Except as specifically provided herein, nothing contained in the Agreement shall be construed to constitute either Party as a partner, joint-venture, employee, or agent of the other, nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions.
- 14.6 The parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and, if applicable, to release other parties and signatories as provided herein.
- 14.7 If any provisions of this Agreement are held by a court to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding. If the invalidation of any such provision materially alters the Agreement, then the Parties shall immediately adopt new provisions to replace those which were declared invalid.
- 14.8 All exhibits referred to herein are incorporated by reference and are so incorporated for all purposes.

14.9 This Agreement shall be governed by and construed in accordance with the laws of Isle of Man.

**The Parties confirm their authorisation and acceptance of this Agreement by their signatures below:**

**Supplier**

**Name:** Christopher Looney

**Title:** Director

**Date:** 06 September 2023

**Signature:**

DocuSigned by:  
  
04010A7550C9419...

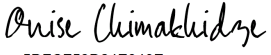
**Customer**

**Name:** Onise Chimakhidze

**Title:** Authorized representative

**Date:** 9/7/2023

**Signature:**

DocuSigned by:  
  
5DFCF53D24E940E...

APPENDIX A TO SOFTWARE SERVICES AGREEMENT

Commercial Terms of Agreement

1. SYSTEM INTEGRATION FEE

The System Integration Fee payable by Customer to Supplier shall be set at €0.00 (Zero).

2. LICENSE FEES

The Customer shall pay to Supplier the Monthly License Fee to be calculated as a percentage of the monthly Net Gaming Revenue (NGR) generated by the Games.

NGR = All Wagers – All Winnings – Marketing Deduction Cap – Gaming Taxes (if any)

The Licence Fee shall be exclusive of any value added taxes (VAT) or any other applicable sales taxes. The taxes shall be paid by the Customer to the Supplier to the extent they may apply upon presentation of a valid VAT invoice

The Monthly License Fee is provided in the table below:

| Monthly NGR  | Monthly License Fee | Type           |
|--------------|---------------------|----------------|
| €0 and above | 10%                 | Tier Structure |

3. WORK ORDERS AND OPERATOR AGREEMENTS

- 3.1

The Parties and respective Operator shall execute a Work Order, in the form agreed to and signed by the Parties prior to a Party entering into an Operator agreement with its respective Operator. Any and all executed Work Orders shall be attached to this Agreement and, together with this Agreement, shall constitute the entire agreement between the Parties. To the extent that there may be any conflict between the provisions of any Work Order and the provisions of this Agreement then the provisions of the Work Order shall prevail in respect of the Operator to which that Work Order applies.
- 3.2

In relation to each agreement between the Supplier and a Operator, the Supplier shall:

3.2.1 include any terms specified by the Customer as set out in the relevant Work Order;  
and

3.3 In relation to each agreement between the Customer and the Operator, the Customer shall:

3.3.1 include any terms specified by the Supplier as set out in the relevant Work Order.

#### **4. MINIMUM RESALE FEE**

4.1 The minimum resale fee at which the Suppliers games can be resold as, is set at 10% of NGR for "Standard Games" and 12% of NGR for "Premium Games".

4.2 In the event the Customer wishes to provide the Games to Operators at a rate below the MRF, it shall obtain the Suppliers prior approval, which shall not be unreasonably withheld.

#### **5. MARKETING**

5.1 The maximum permissible marketing deduction is set at 10% of the same month's gross gaming revenue and applicable only to the calculation monthly license fee outlined in clause 2 above in excess of this cap shall be borne entirely by the Customer.

5.2 Customer shall provide a report to Supplier in respect of the marketing deductions by no later than the fifth working day of the month, and shall include the player ID, bonus amount given, date the bonus was issued, and type of bonus issued to the player.

5.3 Any marketing materials that are to appear on the RGP, including but not limited to promo banners, Games icons and Games related images, shall be discussed and mutually agreed between the Parties.

#### **6. MARKETING COMMITMENTS**

Customer agrees to place a minimum of 3 of Supplier's games within their Features / Prime /Top Promoted games website location at any one time.

#### **7. MINIMUM MONTHLY FEE**

A minimum monthly fee of Euros 5,000 shall apply where the monthly license fee due is less than Euros 5,000 during any calendar month.

## **APPENDIX B TO SOFTWARE LICENSE AGREEMENT**

### **Service Level Agreement (SLA)**

#### **1. SCOPE OF SLA**

The following Service Level Agreement (SLA) is incorporated by reference into and made a part of the Agreement and sets forth the standards of hardware and software infrastructure maintenance, support and service that Redplay Ltd (Supplier) will provide in relation to the System.

#### **2. TECHNOLOGY OPERATIONS**

With regards to hardware and software infrastructure maintenance, support and overall technology operations administration, the Supplier will provide the following:

- ☐ Use reasonable endeavours to undertake any necessary work required by Customer to integrate the Games within Client Software.
- ☐ All network and server administration tasks.
- ☐ All System installation and troubleshooting.
- ☐ Baseline monitoring of server, network, and applications availability.
- ☐ Monitoring of component performance and availability.
- ☐ Server, network and services problem resolution.
- ☐ 24/7 availability monitoring, problem management and resolution, application releases, network, server component maintenance, and service reporting.
- ☐ Casino Games configuration and management.

#### **3. SEVERITY ERRORS**

The Supplier will monitor the availability of the System and related applications. Below are levels of errors and Supplier's response commitment to each level of error:

##### **3.1 Severity 1 Errors**

Critical Service outage or a major application problem making it impossible to use the service.

To be responded without delay during regular business hours, acknowledged by the Supplier support out of working hours who will contact a Support Engineer who will respond within 30 minutes and solve the issue with utmost urgency, but not later than 8 (eight) hours. The technician notifies customer service, who provides ongoing communication with the Customer, regarding the status of the problem.

Example: Service is not available; application does not allow users to play game.

##### **3.2 Severity 2 Errors**

Large number of users is impacted. To be acknowledged within 30 (thirty) minutes; responded without delay during regular business hours and within 2 hours out of working hours; and, where possible, solved within 8 (eight) hours (if the solution will take more

than 8 (eight) hours we will advise on complexity and inform the time in which a solution will be available). The technician notifies customer service, who provides ongoing communication with the Customer, regarding the status of the problem.

Example: Slow application response time, session timeouts, some application functionality is broken.

### 3.3 Severity 3 Errors

Impact on a small number of users or impact on a large number of users, but workaround exists. To be acknowledged within 30 (thirty) minutes; responded within 2 (two) hours with a proposed solution and timeline; and solved within 1 (one) business day. Should the solution take more than 1 (one) business day, the Supplier shall notify the Customer and provide an estimated time to implement a solution.

Example: Users running a supported browser are affected but can use an alternate browser. Some minor application functionality is broken but the system is still usable.

### 3.4 Severity 4 Errors

No impact on users' gameplay. To be responded within 2 working days, with acceptance.

## 4. SECOND LINE SUPPORT

The Supplier will provide second line support for the Customer's system operator to help resolve individual player queries related to in-game funds transfers to and from the System and game related questions.

## 5. SERVICE AVAILABILITY STANDARDS

The Games shall, for the purposes of this Agreement, be considered unavailable for End Users if the Games or a substantial part thereof, key functions of the Games, or other essential features thereof is non-operational for a significant number of End Users for a period of 1 week.

The Games shall however not be considered unavailable in the following circumstances, and where the following applies, such time shall be disregarded when calculating the availability of the Games during any given calendar month:

- (a) Scheduled maintenance or updates of the Games or the Hardware upon which it resides, shall be notified by the Supplier to the Customer at least fourteen days in advance and is completed by Supplier as quickly as reasonably possible.
- (b) Scheduled maintenance and updates under sub-clause (a) shall, unless otherwise agreed between the Parties, be conducted at hours designed not to conflict with the busiest periods of end-user system use.
- (c) Emergency shutdowns necessary to protect the Games from, fraud, or any form of so called "denial of service" or similar, provided that any such emergency shutdown takes no longer than is strictly necessary to complete and where possible is notified by the Supplier to the Customer in advance; and
- (d) Errors or failures to access the Games caused as a result of connection problems beyond the Supplier's reasonable control, attributable to the internet or any other public or private networks (including without limitation mobile phone/internet networks) used by End Users or others (including Customer) to access the Games.

## **APPENDIX C TO SOFTWARE LICENSE AGREEMENT**

### **Restricted Jurisdictions**

Afghanistan  
Guinea Bissau  
Haiti  
Iran, Islamic Republic of  
Iraq  
Jamaica  
Lebanon  
Libya  
Myanmar  
Nicaragua  
North Korea  
Pakistan  
Panama  
Philippines  
Somalia  
South Sudan  
Syria  
Turkey  
Venezuela  
Yemen  
Zimbabwe

Australia  
Belgium  
Bulgaria  
Croatia  
Czech Republic  
Denmark  
Georgia  
Germany  
Greece  
Israel  
Italy  
Malta  
Netherlands  
Portugal  
Romania  
Serbia  
Spain  
Sweden  
Switzerland  
United Kingdom ("UK")  
United States of America ("USA")