

Online Gambling System: Software License and Services Agreement
royalscasino.com / 888

THIS amendment (the "**Amendment**"), is dated 23 October, 2023 (the "**Amendment Effective Date**"), by and among **PLAYTECH HOLDINGS LIMITED**, a company registered under the laws of the Isle of Man with company number 014453V and with its registered address at Ground Floor, St George's Court, Upper Church Street, Douglas, Isle of Man, IM1 1EE ("**Playtech**"), on one part, and **SUNFLOWER SEED B.V.**, a company registered under the laws of Curacao with company number 157063, and with its registered address at Kaya Richard J. Beaujon z/n, Curacao ("**Licensee**") and **JD JUST TECH LIMITED**, a company registered under the laws of Cyprus with company number HE 444273, and with its registered address at Chilonos 2A, THE RIVERSIDE FORUM, Floor 2, 1101 Nicosia, Cyprus ("**Payer**"), on the other part. Each of the Playtech and Licensee shall be referred hereto as a "**Party**" and together, the "**Parties**".

WHEREAS Playtech and Licensee entered into certain Online Gambling System: Software License and Services Agreement (royalscasino.com/888), dated 22 August 2023, pursuant to which, Playtech provides a License to Licensee with respect to the Licensed Software, and certain Services to enable Licensee to operate its Online Gambling System (the Online Gambling System: Software License and Services Agreement including all schedules attached thereto and amendment agreements subsequently entered into, shall be referred to as the "**License Agreement**");

WHEREAS Licensee wishes to improve the set of products and services offered to End Users by introducing: (i) Bet Builder (as defined below) and certain Premium Sportsbook Content, and (ii) Virtual Games;

WHEREAS the Parties intend to update the Affiliated System License Fees;

NOW THEREFORE THIS AMENDMENT PROVIDES AS FOLLOWS:

1. **Defined Terms.** Capitalized terms used in this Amendment shall have the meaning ascribed to them in the License Agreement.
2. **Bet Builder and Premium Sportsbook Content.**
 - 2.1. **Commercial Terms.** Playtech and Licensee agree to amend number (x) of the **Cover Form** of the License Agreement by replacing it with the provisions below, to implement certain Premium Sportsbook Content and Bet Builder services:

Service / Product	Commercials	Comments
Services:		
(x) Sportsbook Content Services	The Sportsbook Content Services Fees shall be payable to Playtech on a monthly basis as follows: <u>Basic Sportsbook Content</u> For the Basic Sportsbook Content, Licensee shall pay the actual fees charged by a third party feed provider to a member of Playtech's Group with no mark-up for Playtech. <u>Premium Sportsbook Content</u> To be agreed between the Parties on a case by case basis. The Premium Sportsbook Content Services listed below (the "Available Premium Sportsbook Content")	The Sportsbook Content Services shall be provided as set out in Schedule 13. In the event that the calculation of Sportsbook Revenue is a negative number, the service fee attributed to Sportsbook Content Services will be zero. For the removal of doubt, it is clarified that the negative amounts will not be carried on to the revenue calculation in the following month nor set off against any other payment due to Playtech. The Sportsbook Content Services Fees are subject to Playtech's existing agreements with the Sportsbook Content Providers on the

Service / Product	Commercials	Comments
	Services¹⁾ are available and may be requested by Licensee for the following fees (which will apply in addition to any other fees payable under this Agreement) and for the avoidance of doubt, are at cost and with no mark-up for Playtech: - US Sports (NBA, NHL, MLB - In play): - o Fixed monthly fee: € 1,500.00. - o Variable fee: 45% Sportsbook Revenue generated using such service on standard in-play. - Cricket (in-play): - o Variable fee: 8% Sportsbook Revenue generated using such service. - UEFA Football (in-play): - o Fixed monthly fee: € 1,500; - o Variable fee: 30% Sportsbook Revenue generated using such service on standard in-play. - ATP: - o Fixed monthly fee: €\$ 1,500. - o Variable fee: 30% Sportsbook Revenue generated using such service on standard in-play. - Prop bets: Player stat specials in various competitions. - o Fixed monthly fee: € 2,000. If Licensee wishes to use Statscore Premium Sportsbook Content services, additional fixed monthly fee of € 2,500 will apply. <u>Bet Builder</u> 5% of the Sportsbook Revenue generated using such service.	Commencement Date, and may be amended from time to time by Playtech. All prices may (a) be charged in advance, based on the agreements between Playtech and the respective Sportsbook Content Providers; and (b) change at any given time, based on Playtech's agreements with the Sportsbook Content Providers, including any renegotiation of such agreements. If Licensee wishes Playtech to provide all or part of the Available Premium Sportsbook Content Services, Licensee shall request so in writing. The Available Premium Sportsbook Content Services will be provided in accordance with the terms of this Agreement and Schedule 13.

2.2. Schedule 11 Playtech and Licensee agree to replace Schedule 13 to the License Agreement, as follows:

2.2.1. The reference to Schedule 13 in the Introductory part of the License Agreement is hereby replaced by the following:

"*Schedule 13 Sportsbook Content Services*"

2.2.2. Schedule 13 of the License Agreement is replaced by the following:

Schedule 13

Sportsbook Content Services

1 Definitions

*In addition to the definitions set out in the Agreement which apply to this **Schedule 11**, the following additional definitions shall have the following meaning:*

- 1.1 **"Additional Permissions"** means all licenses, permissions, authorizations and consents necessary to entitle the Licensee to receive and use the Sportsbook Content, or any part thereof.
- 1.2 **"Basic Sportsbook Content"** means the Sportsbook Content generally provided by Playtech from time to time to its other licensees operating and licensed in the same jurisdiction and targeting similar markets, subject to such terms and conditions as shall be offered by Playtech to its licensees in similar markets at the relevant time.
- 1.3 **"Bet Builder"** means a service allowing End Users to place bets which combine different related outcomes from the same "event" (a/k/a as single game accumulator or single game parlay), forming part of the Sportsbook Content.
- 1.4 **"Rights Owner"** means any sports body, league, association or authority acting in any capacity, any team, official or other participant in any match, or any agency or other person, having the legal ownership, control, management or exploitation of audio-visual rights, database rights or other rights subsisting in data in respect of a sports event.
- 1.5 **"Premium Sportsbook Content"** any Sportsbook Content which (a) is not included in the Basic Sportsbook Content, and/or (b) is or becomes subject to the payment of a minimum guarantee, premium or the like to any third party such as the Sportsbook Content Providers and/or the Rights Owners. Such Premium Sportsbook Content may include, subject to the terms of this Agreement, Cricket, NBA, NFL, MLB, Horse Racing, Greyhound Racing and Tennis.
- 1.6 **"Sportsbook Content"** means sports or sport events related information and data such as live scores and/or statistics which may be provided to Licensee under this Agreement.
- 1.7 **"Sportsbook Content Provider"** means any service provider, distributor, vendor, licensor or otherwise with which Playtech has an agreement for sublicensing, distributing or otherwise making available the Sportsbook Content Services to Licensee.
- 1.8 **"Sportsbook Content Services"** means the services that Playtech shall provide or procure the provision of to Licensee, as set out in the **Cover Form**. For the avoidance of doubt, the Sportsbook Content Services do not include streaming.

2 Terms and Conditions

- 2.1 In consideration of the Fees set out on the Cover Form, Playtech will provide, procure the provision of, or make available to Licensee of the Sportsbook Content Services set out on the **Cover Form**.
- 2.2 Licensee may use such Sportsbook Content Services solely in connection with the Sports Licensed Software, and for the sole purpose of offering sports betting opportunities to End Users, in accordance with the provisions of the Applicable Law and this Agreement. Clause 4.6 (Unauthorized Use) of Schedule 1 shall apply mutatis mutandis to Licensee's use of the Sportsbook Content Services. Sportsbook Content Services are offered only in conjunction with Playtech's Sports Licensed Software.
- 2.3 In the event that Playtech procures Premium Sportsbook Content, which is not included on the **Cover Form**, Playtech may inform Licensee in advance of the availability of the Premium Sportsbook Content, any additional charges and the terms applicable to the provision of the Premium Sportsbook Content. Licensee shall have the right (in its sole discretion) to elect to take the Premium Sportsbook Content. Upon Licensee's written notification to Playtech of such intention, the Parties shall agree in writing any required amendment to this Agreement, including any additional fees to be paid by Licensee to Playtech for such Premium Sportsbook Content.
- 2.4 Licensee acknowledges and agrees that for the provision of the Sportsbook Content Services, Playtech may be obtaining Sports Content Services from a variety of Sportsbook Content Providers. Therefore, Playtech will be entitled to amend, suspend and/or terminate the provision of the Sportsbook Content Services, in whole or in part, at any time, if such suspension/termination is requested by the applicable Sportsbook Content Provider and/or any Rights Owner, including forthwith with the termination, for any reason, of Playtech's agreements with the respective Sportsbook Content Provider and/or any Rights Owner.
- 2.5 Should any Sportsbook Content Provider cease providing Playtech with its services forming a substantial part of the Sportsbook Content Services for whatever reason, as Licensee's sole remedy, Playtech shall make reasonable efforts to provide a similar replacement. Should Playtech fail to provide a similar replacement within a reasonable time, Licensee shall have the right to arrange for the delivery of a

similar replacement from a third-party at its own costs and expense and for which purpose, for the avoidance of doubt, any such third-party content shall be deemed and treated as a Non-Playtech Product, mutadis mutandis.

- 2.6 Without derogating from Sections 2.4 and 2.5 above, Playtech reserves the right to modify the Sportsbook Content Services at any time, at its sole discretion, save that: (i) the Licensee will be notified of any material modification or removal of a material part of the Sportsbook Content (via email shall suffice) and (ii) Playtech will not make any changes to the Sportsbook Content within its control that would constitute a substantial or fundamental change to, or diminution of, the Sportsbook Content.
- 2.7 The provision and supply of the Sportsbook Content Services shall be subject to Licensee obtaining, maintaining, and complying with all applicable Additional Permissions. Licensee will be solely responsible at its own cost for obtaining all Additional Permissions required.
- 2.8 For clarity, Licensee acknowledges and agrees that the availability of the Sportsbook Content Services (or parts thereof) may be subject to: (a) the consent of the Sportsbook Content Providers and/or the Rights Owners; (b) Licensee entering into direct agreements with the applicable Sportsbook Content Providers (e.g. SIS, ARC, Betgenius) and obtaining any required written consent from the applicable Rights Owners (e.g. Perform, NBA, NFL), as well as Licensee paying and exclusively bearing the applicable costs of such content and/or consent directly to such Sportsbook Content Providers and/or the Rights Owners, as the case may be; (c) the execution by Licensee of a separate agreement with Playtech, as may be notified by Playtech to Licensee from time to time, for substantially the terms under which the applicable Sportsbook Content Provider provides Playtech the Sportsbook Content (e.g. Sportradar, Betgenius); and/or (d) the execution of terms and conditions provided by Sportsbook Content Providers and/or the Rights Owner.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the Sportsbook Content Services are provided on an as-is, as available basis, and Playtech assumes no liability whatsoever for the availability, accuracy, integrity, completeness, or otherwise for the Sportsbook Content Services.
- 2.10 To the maximum permitted by law, Playtech disclaims any and all warranties with respect to the Sportsbook Content Services, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, title and/or non-infringement. Further, Playtech does not warrant that the provision of the Sportsbook Content Services (or any part thereof) will not breach any regulatory requirements, and/or that the Sportsbook Content Services will be error free or operate without interruption.
- 2.11 Without derogating from the above, to the fullest extent possible, Playtech will assign to Licensee, the warranties Playtech received from the Sportsbook Content Provider, subject to the terms and conditions set under Playtech's agreement with such Sportsbook Content Provider.

3 Additional terms concerning Bet Builder.

Any defect in the Bet Builder shall be deemed to cause only a minor impact on the End User's use of the Licensed Software. No service level shall apply to such services. Maintenance and support will be provided only in the English language.

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3. Virtual Games

- 3.1. **Definitions.** Playtech and Licensee agree to amend and addition the following definitions in Schedule 2 of the License Agreement, to implement Virtual Games:
- 3.1.1. The definition of Casino Games in Schedule 2 of the License Agreement is hereby amended as follows, to add "Virtual Games":
- "**Casino Games**" means those casino games (including Virtual Games) provided by Playtech to Licensee and which are available to End Users via the End User Software and such additional games which Playtech makes available to Licensee from time to time."
- 3.2. The following definition of Virtual Games is hereby added to Schedule 2 of the License Agreement:
- "**Virtual Games**" means those games provided by Playtech to Licensee which enable an End User to stake bets on the result of virtual sports and other virtual events, either scheduled or on-demand in a pre-recorded or virtual (i.e. 3D graphics) form."
- 3.3. **Commercial Terms.** Playtech and Licensee agree to amend the **Cover Form** of the License Agreement by adding the provisions below, to implement Virtual Games Optional Customizations:

Service / Product	Commercials	Comments
(xx) Virtual Games Optional Customization	The bespoke developments listed below (the "Virtual Games Bespoke Developments") are available with respect to the Virtual Games offering, and may be requested by Licensee for the following fees (respectively, the "VG Bespoke Development Fees"): - €3,000 for any additional language (other than English), to the extent available. - €8,000 per game for any bespoke in-game 3D branding. - €22,000 per game for any bespoke commentary requirements with exclusivity (commentator/studio/QA/post-production). - €14,000 per game for any non-exclusive bespoke commentary requirements (commentator/studio/QA/post-production). - €3,000 per game for non-standard schedules and leagues/teams.	All VG Bespoke Development Fees are one-time setup fees, payable in advance (as described below), per End User software brand. If Licensee wishes Playtech to carry out any Virtual Games Bespoke Development, Licensee shall request so in writing (the "VG Bespoke Development Notification"). Licensee shall pay the applicable fees within 10 Business Days following the date in which Playtech accepts the VG Bespoke Development Notification and confirms that it will initiate works. Licensee recognizes and acknowledges that the Virtual Games Bespoke Developments are, for all intents and purposes, deemed to be Software Enhancements under the Agreement.

4. **Acknowledgement and Undertakings by Payer.** Payer recognizes and acknowledges this Amendment to the License Agreement, and accepts that its respective obligations under the payment processing deed dated on or around the date of this Amendment will apply with respect to the terms of the Agreement as amended by this Amendment.
5. **No other changes.** Except as expressly provided herein, all terms and provisions of the License Agreement shall remain unchanged and in full force and effect, and except as expressly provided herein, this Amendment shall not derogate any right or undertaking of either one of the parties pursuant to the License Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered on the date above.

PLAYTECH HOLDINGS LIMITED

Name: Chris McGinnis
Title: Director

Chris McGinnis (Oct 23, 2023 17:00 GMT+1)

Name: _____
Title: _____

SUNFLOWER SEED B.V.

Name: Joseph Dan 
Title: Director

Name: _____
Title: _____

JD JUST TECH LIMITED

Name: Joseph Dan 
Title: Director

Name: _____
Title: _____

[Signature Page to the Amendment]