

DATED [REDACTED], 2025

PLAYTECH SOFTWARE LIMITED
as Licensor

SPINOLA VENTURES B.V.
as Licensee

BRAND AND DOMAIN LICENCE AGREEMENT

THIS AGREEMENT is made on

[REDACTED], 2025

BETWEEN:

1. **PLAYTECH SOFTWARE LIMITED**, a company organized under the laws of England & Wales, with company registration number 12807749 and having its registered address at Mid-City Place, 71 High Holborn, London WC1V 6EA, England & Wales ("**Licensor**"); and
2. **SPINOLA VENTURES B.V.**, a company incorporated under the laws of Curacao under registration number 167425, with its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao ("**Licensee**").

INTRODUCTION

- A. Licensor is the owner of the Brand and controls the Domain Name (in both cases as defined below).
- B. Licensor wishes to permit Licensee to use the Brand and the Domain Name for Remote Gambling Operations (as defined below), and Licensor is willing to grant to Licensee a licence to facilitate this on the terms and conditions set out hereunder.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 The following words and phrases used in this Agreement shall have the following meanings, except where the context clearly requires otherwise:

"**Agreement**" means this agreement, including its schedules, as may be amended from time to time in accordance with its provisions.

"**Brand**" means 'LUCKNGO' including any and all Intellectual Property Rights (including goodwill and copyright) attaching to, or arising out of the Domain Name.

"**Business Day**" means a day (other than Saturday or Sunday) on which banks are generally open for business in England.

"**Confidential Information**" means all information and know-how relating to a party, whether recorded in material form or not, which is disclosed to or otherwise learned by the other party in the course of this Agreement and the matters set forth in this Agreement and which is marked 'confidential' or could reasonably be deemed to be confidential. This includes (i) technical information of a party, its suppliers, end users or other third parties that is in use, planned, or under development, such as research processes or strategies, computer product, process and/or devices, software product, and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions and similar items; (ii) business information of a party, its suppliers, end users or other third parties that is in use, planned, or under development, such as information relating to a party's employees or consultants, actual and anticipated relationships between a party and other companies, financial information, current and future gambling and social games, other current and future products, promotions and offerings, developments, information relating to end user, supplier or other third party relationships; product pricing, end user and VIP lists, end user incentives, end user preferences, financial information, credit information, and similar items; and (iii) information relating to future plans of a party, its suppliers, end users or other third parties that is in use, planned, or under development, such as, but not limited to, marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies and similar items.

"**Domain Name**" means the internet domain name www.luckngo.com.

"Effective Date" means the date at the top of page 1 of this Agreement.

"Excluded Territories" has the meaning given to it in the software license and services agreement to be entered by and between the parties hereto, and "Excluded Territory" shall be construed accordingly.

"Fee" shall have the meaning ascribed to in Clause 4 below.

"Gambling Authorities" means, collectively or individually, those national, state, local and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gambling in any jurisdiction.

"Intellectual Property Rights" means any and all rights in and/or to: (a) patents; (b) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (c) copyright and related rights; (d) moral rights; (e) design rights; (f) trade marks and service marks; (g) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (h) database rights; (i) confidential information, know-how, trade secrets; and (j) other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Liabilities" means liabilities, losses, damages, penalties, fines, adverse effects, costs, expenses and disbursements (actual or contingent and including reasonable attorney's fees and costs) (and **"Liability"** shall be construed accordingly).

"Regulatory Authority" means any governmental, judicial or regulatory authority which possesses authority over a party, or the activities of a party, including any tax authorities, stock exchanges and Gambling Authorities.

"Remote Gambling Operations" means the provision of gambling products and services through various forms of remote communication.

"Term" has the meaning given in Clause 2.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
- 1.2.2 reference to any agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
- 1.2.3 reference to a party shall be construed to include its successors and permitted assigns or transferees;
- 1.2.4 words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality);
- 1.2.5 words importing the singular shall include the plural and vice versa;
- 1.2.6 words importing any one gender shall not exclude other genders;
- 1.2.7 the headings, index and front sheet are all for reference only and shall be ignored when construing this Agreement;
- 1.2.8 references to a Clause or Schedule are references to the Clause or Schedule of, or to, this Agreement;
- 1.2.9 if there is any conflict, ambiguity or inconsistency between the parts of this Agreement the following order of precedence will apply:

- (a) the Clauses; and
- (b) the Schedules; and

1.2.10 reference to any legislative provision shall be deemed to include:

- (a) any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it; and
- (b) any subsequent reenactment or amendment of the same.

2. **TERM**

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Clause 9 ("**Term**").

3. **GRANT OF LICENCE**

3.1 In consideration of the payment of the Fee, Licensor hereby grants to Licensee a non-exclusive, non-transferrable, non-sublicensable worldwide (except for Excluded Territories) licence for the Term to use the Brand (including, for the avoidance of doubt, the Domain Name) in its Remote Gambling Operations (including for the purpose of lawfully advertising and promoting its Remote Gambling Operations).

3.2 Licensee shall not:

- 3.2.1 use the Brand except as expressly permitted under this Agreement;
- 3.2.2 do or omit to do anything to diminish the rights of Licensor in the Brand;
- 3.2.3 impair any registration of the Brand; or
- 3.2.4 reduce the value of the Brand.

4. **FEE**

4.1 In consideration for the licence granted in Clause 3.1 above, Licensee shall pay to Licensor 1 Euro.

4.2 The Fee shall be paid in full without any set-off or counterclaim whatsoever, and free and clear of all deductions or withholdings whatsoever (including, for the avoidance of doubt, any applicable sales tax or VAT).

5. **PROTECTION OF THE BRAND**

5.1 In relation to its use of the Brand, Licensee shall not, directly or indirectly:

- 5.1.1 use the Brand for any activity other than its Remote Gambling Operations;
- 5.1.2 enter into or engage in any activity under the Brand in, or in relation to, any Excluded Territory;
- 5.1.3 undertake any use of the Brand nor engage in any promotional or marketing activity that could reasonably be considered to be attempting to attract persons in an Excluded Territory to use its Remote Gambling Operations;
- 5.1.4 attempt to invalidate any Intellectual Property Rights of Licensor in the Brand;
- 5.1.5 apply for, or obtain, registration of the Brand or any other Intellectual Property Rights in the Brand, or of any other Intellectual Property Rights which consists of, comprises or is confusingly similar to the

Brand;

5.1.6 assert that any right, title or interest in the Brand belongs to it or any third party.; or

5.1.7 assert that the Brand infringes the Intellectual Property Rights of Licensee or any third party.

5.2 Licensee hereby acknowledges and agrees that:

5.2.1 Licensor retains ownership of all Intellectual Property Rights in and to the Brand;

5.2.2 all goodwill in the Brand generated or accrued by the use of the Brand by Licensee shall at all times be deemed to have accrued to Licensor and it shall, if so requested by Licensor, execute an assignment in favour of Licensor of any and all such goodwill; and

5.2.3 it will execute any and all other assignments or other documents which are necessary to give effect to this Clause 5.2.

5.3 Licensee shall notify Licensor promptly in writing, giving full particulars, if any of the following matters come to its attention:

5.3.1 any actual, suspected or threatened infringement of the Brand by any other person;

5.3.2 any actual or threatened claim that any rights in the Brand are invalid or are liable to be revoked;

5.3.3 any actual or threatened opposition to any rights in the Brand or other form of attack, charge or claim to which the Brand may be subject;

5.3.4 any person applies for, or is granted, a registered trade mark similar to the Brand or a domain name similar to the Domain Name or otherwise by reason of which that person may be or has been, granted rights which may conflict with any of the rights granted to Licensee under this Agreement; or

5.3.5 any other action detrimental to the Brand or any act which might constitute passing off or unfair competition.

5.4 In respect of any matter falling within Clause 5.3 above, Licensee acknowledges and agrees that:

5.4.1 Licensor shall be entitled in its absolute discretion to decide what action, if any, to take;

5.4.2 Licensor shall have exclusive control over, and conduct of, all claims and proceedings;

5.4.3 without the prior written consent of Licensor, it shall not make any admissions other than to Licensor

5.4.4 and shall provide Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings;

5.4.5 Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account; and

5.4.6 Licensee will take all reasonable steps to mitigate any losses or damage.

5.5 Licensee shall only use the Brand for the purposes authorised in this Agreement and, in particular, shall not use the Brand in any way which would tend to allow it to become generic, lose its distinctiveness, become liable to mislead the public, or be materially detrimental to, or inconsistent with, the good name, goodwill, reputation and image of Licensor or the Brand.

6. **WARRANTIES AND REPRESENTATIONS**

6.1 Each party represents and warrants to the other party that:

6.1.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;

- 6.1.2 those signing this Agreement are duly authorised to bind the party for whom they sign; and
- 6.1.3 it is a duly incorporated company validly existing under the law of its jurisdiction of incorporation.
- 6.2 Licensee warrants and represents to Licensor that:
 - 6.2.1 it will comply with all laws applicable to the exercise of the rights and licences granted to it under this Agreement; and
 - 6.2.2 it shall, at its own expense, maintain in force and at all times comply with all necessary approvals, consents, licences, permissions and authorisations required from any Regulatory Authority.

7. LIABILITY AND INDEMNITIES

- 7.1 To the fullest extent permitted by law, Licensor shall not be liable to Licensee for any Liabilities (whether direct, indirect or consequential, and whether economic or other) arising from Licensee's exercise of the rights granted to it under this Agreement.
- 7.2 Licensee hereby indemnifies, defends and holds harmless Licensor from and against any and all Liabilities suffered or incurred by, or threatened against, any of them arising out of or in connection with:
 - 7.2.1 any act or omission on the part of Licensee in the exercise of the rights and licences granted under this Agreement, including any claim made against Licensor for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection therewith; and
 - 7.2.2 Licensee's breach or negligent performance or non-performance of this Agreement.
- 7.3 If a payment due from Licensee under this Clause 7.2 is subject to tax (whether by way of direct assessment or withholding at its source), Licensor shall be entitled to receive from Licensee such amounts as shall ensure that the net receipt, after tax, to Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement will exclude or limit a party's liability in respect of:
 - 8.1.1 death or personal injury caused by the negligence of such party or its agents or employees; or
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 other matters for which liability cannot be lawfully excluded or limited.
- 8.2 Subject to Clause:
 - 8.2.1 neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) misrepresentation or otherwise for any special, indirect or consequential loss, even if the party has been advised of the possibility of such loss; and
 - 8.2.2 The maximum aggregate liability of Licensor for any liability arising under or in connection with this agreement, however arising, shall be limited to One Thousand Euro (€1,000).

9. TERMINATION

- 9.1 This Agreement shall terminate automatically with no notice being required on the date the software license and services agreement that will be entered into between the parties, expires expires or is terminated for any reason whatsoever.

- 9.2 Either Party shall have the right at any time to terminate this Agreement immediately by written notice to the other if:
- 9.2.1 the other commits a material breach of one or more of its warranties or obligations under this Agreement that is not capable of remedy; or
 - 9.2.2 the other commits a material breach of one or more of its warranties or obligations under this Agreement that is capable of remedy, and does not remedy such breach within fourteen (14) days of being required by written notice to do so; or
 - 9.2.3 the other goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction, or an administrator or receiver or similar officer is appointed over the whole or any part of the other's assets, or the other enters into any arrangement for the benefit of or compounds with its creditors generally (other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party), or threatens to do any of these things, or any judgment is made against the other, or any similar occurrence under any jurisdiction affects the other; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other (other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party); or the other is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 (as amended); or the other ceases or threatens to cease to carry on business.
- 9.3 Without derogating from Licensor's rights under this Section 9, Licensor shall be entitled to terminate this Agreement, at any time and for any reason (or no reason) by providing the Licensee with a ninety (90) days' prior written notice.

10. **CONSEQUENCES OF TERMINATION**

- 10.1 Upon termination of this Agreement, however arising:
- 10.1.1 all rights and licences granted to Licensee under this Agreement shall immediately cease; and
 - 10.1.2 Licensee shall immediately cease all use of the Brand and the Domain Names.
- 10.2 Any provisions hereof which expressly or by their nature are required to survive termination or expiration of this Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.
- 10.3 Any termination of this Agreement shall be without prejudice to the accrued rights of either party in respect of any breach committed prior to the date of such termination by the other party including the breach giving rise to termination.

11. **CONFIDENTIALITY**

- 11.1 Each party undertakes to the other that during the Term and thereafter, subject to Clause 11.2 below, it will treat as confidential the terms of this Agreement together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other party as may be communicated to it under this Agreement or otherwise in connection with this Agreement including Confidential Information, and will not disclose or permit the disclosure of such information to any person, firm or company (other than to its auditors and other professional advisers and its permitted sub-contractors on a "need to know basis") or to the media, and will not use such information other than for the purposes of this Agreement, subject always to any prior specific authorisation in writing by the disclosing party to such disclosure or use.
- 11.2 The provisions of Clause 11.1 above shall not apply to any information which:
- 11.2.1 was already in the lawful possession of the party to whom it is disclosed at the time of such disclosure

unless such possession arose as a result of a breach of confidence;

11.2.2 is or comes into in the public domain other than as a result of the breach of this Agreement;

11.2.3 is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information;

11.2.4 is or has already been independently generated by the recipient party as evidenced by documentary records to the reasonable satisfaction of the disclosing party; or

11.2.5 is required to be disclosed by applicable law.

11.3 Any press releases or other public announcements related to this Agreement shall be agreed by the parties in writing in advance, except those required pursuant to requirements from any Regulatory Authority or stock exchange for the purposes of required public disclosure, which shall not require approval.

11.4 This Clause 11 shall continue in force after and despite the expiry or termination of this Agreement for whatever reason.

12. ANTI-BRIBERY & CORRUPTION

12.1 In performing obligations under this Agreement, each party shall:

12.1.1 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977) and maintain adequate policies and procedures in this respect;

12.1.2 promptly report to the other party any offer, request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; and

12.1.3 ensure that any person associated with it who is providing services or goods in connection with this Agreement does so only on the basis of a written contract including similar anti-bribery and anti-corruption terms.

13. MODERN SLAVERY

13.1 In performing its obligations under this Agreement, each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015 and maintain throughout the Term its own policies and procedures to ensure its compliance.

13.2 Neither party shall engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

13.3 Each party shall include in its contracts with its subcontractors and suppliers applicable and appropriate anti-slavery and human trafficking provisions.

14. SURVIVAL OF TERMS AND ACCRUED RIGHTS

Termination of this Agreement, howsoever caused, shall not prejudice any obligations or rights of either of the parties which may have accrued before termination and shall not affect any provision of this Agreement which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination.

15. NOTICES

15.1 Any notice or other information required or authorised by this Agreement to be given by a party to another shall be in writing and may be:

- 15.1.1 delivered personally by hand; or
- 15.1.2 delivered by registered post,
- and in either case with a confirmatory copy by email.

15.2 The parties' addresses for notice shall be:

Licensor:

FAQ: General Counsel, with a copy sent by email to Playtech at: legalnotices@playtech.com

Postal Address: Mid-City Place, 71 High Holborn, London WC1V 6EA, England & Wales

Licensee:

FAQ: Legal Counsel with a copy sent by email to: ron@luckngo.com

Postal Address: Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Curacao

15.3 If a notice or other communication has been properly sent or delivered in accordance with this Clause 15 it shall be deemed to have been received as follows:

- 15.3.1 if delivered personally by hand, on the day and at the time of delivery if delivered at or before 17.00 on any Business Day and otherwise at 09.00 on the next Business Day; and
- 15.3.2 if delivered by registered post, at the time of recorded delivery if delivered at or before 17.00 on any Business Day and otherwise at 09.00 on the next Business Day.

16. SUB-LICENSING

The Licensee shall not grant sub-licences under this Agreement.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Licensee shall not assign, transfer, mortgage, charge or deal in any other manner with any of its rights or obligations under this Agreement (or contract to do so, whether conditionally or otherwise) without prior written approval from Licensor.

17.2 Licensor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to Licensee.

18. WAIVER AND CUMULATIVE REMEDIES

18.1 No failure or delay by a party to exercise any right or remedy arising under, or in connection with, this Agreement (collectively, any action) will act as a waiver, or otherwise prejudice or restrict the rights of that party, in relation to that action or any other contemporaneous or future action.

18.2 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise.

18.3 The rights and remedies of a party under, or in connection with, this Agreement may be waived only by express written notice. Any waiver shall apply only in the instance, and for the purpose for which, it is given.

18.4 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:

- 18.4.1 any failure to exercise or delay in exercising it;

18.4.2 any single or partial exercise of it;

18.4.3 any earlier waiver of it, whether in whole or in part; or

18.4.4 any of the above in relation to any other right or remedy (be it of similar or different character).

19. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create a partnership, or joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of another party, or to authorise any party to act as agent for another. Save where expressly stated in this Agreement, no party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other parties.

20. FURTHER ASSURANCE

Each party shall at the request and cost of the others do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary in the requesting party's reasonable opinion to give full effect to this Agreement and to vest in the requesting party the full benefit of the assets, rights and benefits to be transferred under this Agreement.

21. SEVERANCE

21.1 If any of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

21.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

22. THIRD PARTY RIGHTS

Except as expressly set out under this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This Clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

23. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

24.2 Each counterpart shall constitute an original of this Agreement, but both the counterparts shall together constitute one and the same Agreement.

25. ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this

Agreement by, or on behalf of, the parties and relating to its subject matter notwithstanding the terms of any such former agreement or arrangement expressed to survive termination.

25.2 Each party confirms that it has not relied upon, and (subject to Clause 25.3) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

25.3 Nothing in this Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

26. **GOVERNING LAW AND JURISDICTION**

26.1 This Agreement and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England and Wales.

26.2 Each party irrevocably waives any objection which it may have now or later to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each party further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding on each party and may be enforced in the courts of any other jurisdiction.

IN WITNESS of which the parties hereto have signed this Agreement on the date appearing at the head of this Agreement.

Signed by
PLAYTECH SOFTWARE LIMITED

Director / Authorised Signatory

Signed by
SPINOLA VENTURES B.V.

Director / Authorised Signatory

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