

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is made and effective on the 13th day of March 2023.

BETWEEN: **VAGI LTD** (the "Licensor"), a company organized and existing under the laws of Cyprus, with registration number HE 433528, with its registered address located at: 5 Valaoriti, Office 102, 2220, Nicosia, Cyprus.

AND: **GLOBONET B.V.** (the "Licensee" or "Customer"), a company organized and existing under the laws of Curacao, with its registered address located at: Kaya Richard J. Beaujon z/n, Curacao, Dutch Caribbean.

WHEREAS, Licensor is a legal entity, exclusive owner of a Software and desires to grant the right to use the Licensed Software to the Licensee.

WHEREAS, the Licensee is a legal entity licensed online casino operator, providing online casino services to Players on the following domain(s) <https://playfortuna.com> and its mirror sites, <https://booi.com> and its mirror sites, <https://jozz.com> and its mirror sites and desires to obtain the right to use Licensed Software under the terms and conditions stipulated in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Agreement" means this Agreement and its present Schedules, as well as any additional ones to be added in the future.

"Commercial Launch Date" – means the day, upon which the Licensed Software is fully operational and first made available to operate and access for the End users of the Licensee or its Sublicensees.

"Delivery Date" is the date on which the Licensed Software is made fully available to the Licensee. Licensor shall deliver to the Licensee the Software and related materials within 30 business days after the execution of this Agreement, including but not limited to the main text of the games, the pictures, technical handbooks, and other materials and tools necessary for the operation of the Game Software and related services in the Designated Area.

"Designated Area", for the purpose of this Agreement, refers to all jurisdictions worldwide except excluded jurisdictions in United States, France, Netherlands and Australia.

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'RC' and the second is a smaller, more complex signature.

"Error" means a material failure of the Software to function in conformity with the normal use.

"Effective date" means the date when the Agreement has been signed by both parties. If the Agreement has been signed at two different dates, the latter shall be considered to be the Effective date.

"Intellectual Property" means any and all of the following things, no matter whether tangible or intangible, whether in existence at present or in the future, or whether having a name designated, a term or known, (a) rights: all rights in connection with creative works and authorship in the whole world, including but not limited to copyrights (including but not limited to the exclusive rights to prepare derivative works thereof, and the right to copy, produce, reproduce, modify, display such works and there derivatives, and to distribute copies thereof), and moral rights, which include but are not limited to all rights under the right of authorship and the right to modify the relevant works; (b) the right to protection of trade secrets and confidential information, and other related rights; (c) patents, designs, and operation rules, and other trade rights and related rights; (d) other IP rights and trade rights of every and all kinds in the whole world, no matter how they are designated, rights related to any of intangible rights similar to any of the above, including without limiting trade logo, leasehold, and proceeds of leasehold, no matter whether based on law, contract, license or otherwise, (e) right of registration, application, restatement, expansion, extension, partition or redistribution (including without limiting any of the above), and (f) exclusive property ownership right to all the above rights and related rights, including without limitation the rights under subordinate agreements, appointments, guaranties, mortgages, sales, removals, transfers, authorizations, assignments, partitions and licenses, and the right to divide or use (or not to use) such property in any way, including without limitation pre-conditions and statements related thereto, and other rights related thereto.

"License" means the license granted by Licensor to Licensee to use the Software and Documentation in accordance with the terms and conditions of this Agreement.

"Price" means the License Fees Licensee shall pay to the Licensor for the use of the Software.

"Gross Gaming Revenue" or "GGR" - means the total of all bets less the total of all winnings on the use of Licensed Software.

"Players" or "end users" – means Licensee's players who access the Licensed Software in order to play the games.

"Schedule" refers to any schedule attached to this Agreement, or any subsequently prepared document which the parties agree in writing to be considered a Schedule.

"Software" or "Game Software" means all games listed in section "Games" on website www.mancalagaming.com

"Licensed online casino operator" means the online casino operator, who operates its Online Casino in the range of all necessary proper valid governmental gambling license(s) for jurisdictions where the online Casino is operated.

2. SOFTWARE LICENSE



Licensor grants Licensee the non-exclusive, non-transferable license to: install and use on its servers the Software as well as related Documentation and any or all updates thereto for the purpose of providing the online entertainment gaming services on Designated area and making the Software available to Players from the Licensee's web sites in accordance with the terms, conditions and provisions of this Agreement.

Licensor releases from the liability of any improper or illegal use of the Licensed Software by the Customer.

Customer expressly acknowledges that Licensor may provide the other entities or party with the Licensed Software.

The license may be provided only by the access code to the Licensed Software which is ensured by the Licensor. The source code of the Licensed Software is not granted.

3. INSTALLATION AND ACCEPTANCE

The Licensor shall provide the Licensee with an API access to the Licensed software and also shall provide an assistance during the whole integration process of the Licensed software. During the integration process an authorized employee will provide assistance via e-mail api@mancalagaming.com. To avoid any misunderstandings the Licensor explicitly states that this contact is for purpose of assistance during the integration process only.

4. PRICE AND PAYMENT

4.1 Price

The Customer shall pay 5380 Euros as set-up fee.

Licensee shall pay monthly to the Licensor the License Fee in percentage calculated as per the below table. The percentage is calculated from the Gross Gaming Revenue ("GGR") revenue that the Licensee has received from its business operations in the current month connected with usage of Licensed Software, it being understood that the GGR is the difference between the bets and the wins and solely determines the Licensed Fee percentage that applies.

Gross Gaming Revenue (GGR)	Percentage
EUR 0 – EUR 100,000	8 %
EUR 100,001 – EUR 250,000	7 %
EUR 250,000 +	6 %



For the avoidance of doubt, the above tiers are collapsing. When the Customer achieves the new tier, the License fee shall be calculated from 0, fully nullifying the previous tier level.

By using the percentage stated in table above, the Licensed Fee itself is calculated from the **Net Gaming Revenue**, which shall be calculated as follows:

Total bets – Total Wins – Bonuses*

*Bonuses: the fixed amount of bonuses covered by Licensor is in amount of 20% of GGR. The Parties have agreed that bonus deduction shall be counted automatically, not depending on any reports. All other bonuses above mentioned rate paid by Customer to players shall not be counted into calculation of the Net Gaming Revenue and will be carried only by the Customer.

Licensor will not invoice first 1 (one) month following the Commercial Launch Date.

4.2 Tax

Each party shall be liable for all own tax duties as they arise, according to valid applicable legal rules.

4.3 Interest

Failure by Licensee to pay within 30 banking days from the due date any amounts invoiced under this Agreement in full in accordance with this Agreement shall make Licensee liable to pay Licensor interest at the rate of 5% per month on the remaining amount due on a daily basis before any judgment relating to collection of the amount due. Invoices should be sent to Licensee before 5th day of each month following the month for which License Fee is pay.

5. PROPRIETARY RIGHTS

Licensor hereby represents and warrants that it has complete copyrights to the Licensed Software as well as the right to license it to the Licensee. These rights are all its rights as owner of the software, and do not infringe on any third parties' rights.

Licensor agrees that all Intellectual Property rights in all data and data documents (including but not limited to user data, records and data saved in the games' database, interfacing records, payment records, chat records and other related data generated by the server in the Designated Area) derived from the use of the License Software shall belong to Licensee who shall have the exclusive right to protection thereof.

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.



Any Intellectual Property Rights owned or controlled by either Party prior to the Effective Date of the Agreement or acquired by such Party independently shall, always, continue to be owned or controlled by said Party.

6. CONFIDENTIALITY

6.1 Confidential Information

"Confidential Information", shall mean the Software and terms and conditions of this Agreement as well as any information of the Parties which is not publicly available. Each Party acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than such Party's employees with a need to know such Confidential Information to perform employment responsibilities consistent with such Party's rights under this Agreement. Each Party shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections that Party uses to protect its own most confidential information. Each Party shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by the other Party, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Each Party acknowledges and agrees that in the event of the breach of this Agreement, an affected Party will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, the affected Party shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such Party may have.

6.2 Unauthorized Disclosure

Either Party shall notify the other Party immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations and shall fully cooperate with affected Party to help affected Party regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7. WARRANTY AND REPRESENTATIONS

7.1 Operation

Licensor represents to Licensee that: upon notification to Licensor during the term of this Agreement, Licensor will at no cost to Licensee, use its best endeavors to correct Errors which are reproducible and verifiable by Licensor, as soon as possible and in any case no later than 24 hours. Failure to correct such errors shall give the Licensee the right to terminate this Agreement reserving its rights for seeking compensation for damages. Errors caused by uses of the Software which were not in accordance with the specifications are excluded from the above obligation.



7.2 Domains

Customer warrants and represents approach to the Licensed Software shall be possible only on the following domain(s) playfortuna.com and its mirrors, booi.com and its mirrors, jozz.com and its mirrors.

7.3. Licensor warrants to the Licensee that it shall perform the services and all its obligations under this Agreement using all reasonable skill, prepared personnel with appropriate level of experience and adequate equipment in the context of this Agreement to enable the services hereunder to be provided in accordance with this Agreement.

7.4. Licensor represents and warrants to Licensee that Licensed Software doesn't infringe any intellectual property rights of the third party. The Licensor shall at its own expense, defend the Licensee against any and all claims for Intellectual Property breach or at Licensor's option settle, indemnify and hold the Licensee harmless from any direct losses, damages, liabilities, costs and expenses suffered or incurred by the Licensee arising from any Licensor's infringements of the third parties' intellectual rights.

7.5. Licensor represents and warrants to Licensee that at the launch date Software shall be free from any generally known bugs or viruses that can materially affect its functionality.

7.6. Licensor warrants to the Licensee that it is in compliance with all applicable rules, laws and regulations in connection with the supply of the Software; it is the rightful owner of the rights to the Software licensed under this Agreement and/or has obtained the right from the rightful owner to grant such rights.

7.5 Warranty Disclaimer

Liability Exemption

Neither Party shall be excused from liability for the other Party's loss resulting from its negligence or breach.

Limitation of Liability:

UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER CLAIM OR CAUSE OF ACTION, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED AS A RESULT OF OR RELATED IN ANY WAY TO THE DEVELOPMENT, LICENSE, DISTRIBUTION, OR OPERATION OF THE GAME, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8. INDEMNITY

8.1 Altered Version



Licensor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered version of the Software if infringement would have been avoided by the use of a current or unaltered version of the Software which Licensor made available to Licensee; or (b) the combination, operation or use of the Software with software, hardware or other materials not furnished by Licensor.

8.2 Infringement

Licensee hereby indemnifies Licensor against any claim related to or arising out of a financial transaction brought by any third party based on the use of the Software.

Licensor hereby indemnifies and holds harmless Licensee and each of its respective successors, assigns, including their officers, directors, and employees from and against all claims (including all reasonable legal fees and expenses) of any kind whatsoever arising out of claims: (i) that the Licensed Software infringes any intellectual property right of any third party; or (ii) Licensor's breach of its obligations, representations or warranties of this Agreement.

9. LIMITATION OF LIABILITY

9.1 Limitation

Licensee's Indemnification. The Licensee will indemnify, defend, and hold harmless the Licensor and the Licensor's parent company, subsidiaries, affiliates, and each of their directors, officers, employees, attorneys, accountants, and agents, from and against any claims, costs, damages, losses, liabilities, and expenses (including, without limitation, attorneys' fees) relating to any claims, actions, or proceedings against any of the aforesaid indemnified parties arising out of or related in any way to (i) the Licensee's breach of this Agreement or any of the Licensee's representations or warranties contained herein, or (ii) the Licensee's violation of any laws, rules, or regulations in connection with the distribution, promotion, marketing, operation, or maintenance of the Licensed Software.

Licensor's Indemnification. The Licensor will indemnify, defend, and hold harmless the Licensee and the Licensee's parent company, subsidiaries, affiliates, and each of their directors, officers, employees, attorneys, accountants, and agents from and against any claims, costs, damages, losses, liabilities, and expenses (including, without limitation, attorneys' fees) relating to any claims, actions, or proceedings against any of the aforesaid indemnified parties arising out of or related in any way to (i) the Licensor's breach of this Agreement or any of the Licensor's representations or warranties contained herein, or (ii) the Licensor's violation of any laws, rules, regulations, or any third party in connection with the Licensed Software.

Indemnified Claims. In the event of a claim, suit, action, or proceeding, the Party claiming indemnification pursuant to this Section 9 (the "Indemnified Party") will give the other Party (the "Indemnifying Party") prompt notice of the claim, suit, action, or proceeding, will reasonably cooperate with the defense of such claim, suit, action, or proceeding at the Indemnifying Party's expense, and participate in the defense of any such claim at the Indemnifying Party's expense. The Indemnifying Party shall: (i) pay all the Indemnified Party's reasonable costs of defense as they come due; (ii) retain separate, reasonably acceptable legal counsel if the Indemnifying Party asserts or reserves the right to later assert claims against the Indemnified Party in connection with the indemnified claims; (iii) have the right to compromise and settle or defend and pay any judgment arising out of indemnified claims, provided it can demonstrate to the Indemnified Party's reasonable satisfaction that it has resources sufficient to pay any settlement or judgment; and (iv)



will promptly pay any settlement or final judgment entered against the Indemnified Party in connection with any indemnified claim.

Liability of the Parties hereunder shall be limited to reimbursement for the actual damage; loss of profit shall not be subject to reimbursement.

9.2 Force Majeure

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its reasonable control.

The Party referring to circumstances of Force Majeure shall immediately inform the other Party hereunder about the occurrence and termination of such circumstances in writing within 10 (ten) days. In such case, representatives of the Parties shall consult each other as soon as possible and agree on the measures to be taken by the Parties.

Untimely notification about circumstances of Force Majeure sent upon expiration of 10 (ten) days shall deprive the respective Party of the right to refer to such circumstances in the future.

The occurrence of circumstances of Force Majeure and their duration shall be confirmed by the documents issued by the respective competent bodies or entities.

In the case of the occurrence of circumstances of Force Majeure, the term for fulfilment of obligations hereunder shall be shifted in proportion to the period within which such circumstances and their consequences are in effect. If the circumstances of Force Majeure last for more than 3 (three) consecutive months, any Party may cancel the Agreement on a unilateral basis.

10. TERM AND TERMINATION

10.1 Term

The License granted herein shall remain in effect for indefinite period unless terminated as provided for in Sections 10.2 or 10.3 herein.

10.2 Termination by each party

Each Party may terminate this Agreement with or without cause by giving 30 (thirty) days written notice to the other Party.

10.3 Termination by the Licensee

Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within 30 (thirty) days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

10.4 Cessation of Use



Upon termination of this Agreement, Licensee shall cease using the Software and promptly return all copies of the Software and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on or off-line computer memory and destroy all copies of such materials which also incorporate Licensee's Confidential Information. Licensor shall be entitled to enter the location of the Licensee to repossess and remove the Software and any other Confidential Information. Licensee shall, within 5 (five) days from the date of Licensor's written request, certify in writing by an officer or director of the party that all copies of the Software have been returned, deleted and destroyed.

11. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

12. VALIDITY

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

13. BINDING AGREEMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

14. NO WAIVER

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

15. SOLICITATION

Licensee shall not solicit the employment of nor employ any Licensor personnel who has been directly involved in the development, installation, or support of the Software for a period of 3 (three) years from the later of the termination of such individual's employment at Licensor or the last date of Acceptance of any Software.

16. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Republic of Cyprus. The parties hereby consent to the jurisdiction of the courts of the Republic of Cyprus for the purpose of any action or proceeding brought by either of them in connection with this Agreement, resigning the jurisdiction that may correspond to them based on their domicile or nationality.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a smaller, less distinct mark.

17. NOTICE

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address or email address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail (iii) on the receipt date on official email address.

18. SURVIVAL

Sections 5, 6, 8 and 9 shall survive the termination of this Agreement for any reason.

19. DATA PROTECTION

19.1 Each Party agrees that, in the performance of its obligations under this Agreement, it will abide by all applicable data protection legislation. Each Party warrants and undertakes to the other Party that, to the extent permitted by the applicable laws of the country of its incorporation:

19.1.1. it has in place appropriate technical and organizational (including security) measures to protect Personal Data;

19.1.2. it has in place procedures so that authorized persons granted access to Personal Data will maintain the confidentiality and act only on the relevant Party's instructions;

19.1.3. it will, and its authorized persons will, process Personal Data solely for the purpose of complying with the Party's obligations hereunder;

19.1.4. it shall not disclose or transfer, or process Personal Data save in accordance with the data protection laws of the country in which the respective Party is established; and

19.1.5. upon reasonable request of the other Party, the first mentioned Party will submit its Personal Data processing facilities and documentation, for reviewing or auditing by the other Party (or an independent inspection agent or auditor selected by the other Party), to ascertain compliance with this clause. 19.1 Each Party agrees that, in the performance of its obligations under this Agreement, it will comply with the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and the relevant implementing legislation when processing certain customer information;

19.2. The provisions contained in clause 19.1. and 19.2. shall apply only to the extent that Data Protection Law applies to the Processing of Personal Data carried out by the Licensee and/or Licensor.

19.3. Each party acknowledges and agrees that Licensee may act as the Controller in respect of the customer personal data as may be processed pursuant to this Agreement.

19.4. The Licensor acknowledges and agrees that it may be necessary for it to act as a Processor of such customer personal data for and on behalf of Licensee (where Licensee is acting as Controller). The Licensor shall comply with the provisions contained in clause 19.1. and with the applicable personal data protection legislation in respect of any such processing carried out by it and/or any additional data processing agreement that will be concluded between the Parties, if such case may be.

20. ENTIRE AGREEMENT



This Agreement and its Schedules comprise the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

LICENSOR


VAGI LTD
Tetiana Ioannou
Director



LICENSEE


GLOBONET B.V.
Global Related Services B.V.
Represented by Gouloud M. Hammoud
Corporate Director

