

DOMAIN NAME LICENSE AGREEMENT No. SOL-GAL-230801

This Domain Name License Agreement (the “**Agreement**”) is entered into as of **August 1, 2023** (the “**Effective date**”) by and between

Sonata Limited, a company incorporated under the laws of Nevis, West Indies with registration number L 20621 and having its registered office at P.O. Box 590, Suite 9, Benville Building, Charlestown, Nevis, West Indies (the “**Licensor**”), represented by its Director, acting according to the Articles of Association, on the one hand,

and

Galazia B.V., a company incorporated under the laws of Curacao with registration number 162941 and having its registered office at Schout bij Nacht Doormanweg 40, Curaçao (the “**Licensee**”), represented by its Managing Director, acting according to the Articles of Association, on the other hand,

WHEREAS

Licensor has a title to the Internet subdomain names <https://pe.parimatch.com> and others (hereinafter the “**Domain Name**”) through a contract with authorized registrar,

The Domain Name has gained loyalty of the customers within the business interests of the Licensee,

Licensor agrees to license the Domain Name to Licensee pursuant to the terms and conditions set forth herein and Licensee agrees to accept the license with the terms and conditions set forth herein,

NOW THEREFORE the Parties agree as follows:

1. Grant of License

1.1. The Domain Name

Upon the terms and conditions hereinafter set forth, Licensor hereby grants the non-exclusive, revocable, royalty-bearing worldwide license to Licensee (the “**License**”) for using the Domain Name, valid only during the Term, and Licensee hereby accepts the License.

1.2. Scope

1.2.1. The use rights of the Domain Names granted by Licensor to Licensee shall be effective only to <https://pe.parimatch.com> (the “**Website**”). Licensor by agreed written consent can grant the License to Licensee for any other Domain Names and Websites that Licensor has a title.

1.2.2. Upon the terms and conditions herein set forth, Licensee may upon its own discretion operate the Website. In particular, Licensee may:

- (a) integrate the Domain Name and the Website with respective software necessary for provision of services to its customers;
- (b) use, directly or through its agents, the Domain Name and the Website for acceptances of payments from its customers and making payments to its customers through financial institutions, banks and payment systems;
- (c) indicate the Domain Name and the Website in its contracts with third persons;
- (d) indicate its name in the Website as operator of the Domain Name and the Website.

1.2.3. The use rights of the Domain Name granted by Licensor to Licensee shall be effective worldwide. However, the License shall not extend to any country or jurisdiction where the online gambling services are prohibited. Licensee may not use the Domain Name or

the Website for provision of online gambling services in a country or jurisdiction, if in such country or jurisdiction provision of the online gambling services are permitted only on the basis of the respective governmental permission (licence) and Licensee have not received such governmental permission (licence).

1.2.4. Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall be construed as creating a partnership or joint venture of any kind between the Parties, or as constituting either Party as the agent of the other Party for any purpose whatsoever. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose. Licensee conducts its online gambling business absolutely independently at its own discretion; in particular Licensee independently at its own discretion enters into relations with its customers, regulatory authorities, financial institutions or payment systems.

1.2.5. Notwithstanding any provision of the Agreement, Licensor shall have no control of, and responsibility for, the content of the Website created by Licensee. In no way the textual or image based content of the Website created by Licensee will constitute the Licensor's endorsement, or approval of the Website or the material contained within the Website, which were created by Licensee. Licensor shall not verify any of the materials, images or information created within the Website by Licensee and shall not be responsible for the content or performance of the Website by Licensee or for the Licensee's transactions with the Website.

1.3. Domain Name Registration

1.3.1. Licensor shall keep the registration of the Domain Name current for the entire Term. Licensee cannot be held responsible for any actions or errors of the registrar of the Domain Name.

1.3.2. Licensor guarantees that the Domain Name will be in good standing, free of any disputes or claims and registered in the Licensor's name. However, no further express or implied warranties exist.

1.4. Domain Name Delivery

1.4.1. Licensor shall deliver the Domain Name, within 10 (ten) days after execution of this Agreement, in a manner agreed by the authorised representatives of the Parties.

1.4.2. Upon request of a Party, the Act of delivery and acceptance of the Domain Name shall be signed by the Parties

2. Terms of Payment

2.1. In consideration of the rights granted under this Agreement, Licensee shall pay to Licensor a license fee (the "**License Fee**").

2.2. Subject to Clause 2.3 of this Agreement, the License Fee shall be EUR 1000.00 (one thousand Euros) per year for all Domain Names (Websites) under this Agreement.

2.3. The License Fee shall be increased by mutual written amendment to this Agreement, after the Licensee reach significant increase in quantity of customers using its services through the Website.

2.4. Licensor shall issue invoices in respect of the License Fee (the "**Invoice**").

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- 2.5. The Licensee shall pay the License Fee not later than fourteen (14) days after date of the respective Invoice into such bank account as Licensor may specify in writing, in particular in the respective Invoice.
- 2.6. The License Fee shall not include value added tax, if payable. Licensee shall be liable to pay any and all taxes, charges and levies which may apply to the License Fee. Furthermore, should Licensor be required to make any such payments, Licensee shall on Licensor's first demand indemnify and hold Licensor harmless in respect of any such taxes, charges and levies.
- 2.7. The Licensee shall bear banking and other transactional expenses incidental to payment of the License Fee.

3. Goodwill

- 3.1 Licensee acknowledges the value of the goodwill in connection with the Domain Name, and confirms that the Domain Name and relevant rights and the goodwill pertaining to the Domain Name shall belong to Licensor, and the Domain Name has a subordinate meaning in the mind of public.

4. Confidentiality

- 4.1. Licensee shall take reasonable efforts to protect and maintain the confidentiality of any and all data and information of Licensor that is marked with "Confidential" or known as confidential by Licensee (the "**Confidential Information**"). Upon termination or expiration of this Agreement, Licensee shall, at Licensor's request, return Confidential Information to Licensor or destroy it itself and delete Confidential Information from any mnemonic devices and cease to use them. Licensee shall not disclose, grant or transfer any Confidential Information to any third Party without Licensor's written consent.
- 4.2. Clause 4.1 shall survive whatever this Agreement is amended, termination or expires.

5. Representations and Warranties

- 5.1. Licensor represents and warrants as follows:
 - 5.1.1. Licensor is a company duly incorporated and validly existing under the laws of Curacao;
 - 5.1.2. Licensor has the exclusive full title to the Domain Name;
 - 5.1.3. Licensor, subject to its company power and business scope, has taken necessary company actions to get the proper authorization and the necessary consents or approvals) from other third party or governments, without violating the restriction of the laws and company which binds or influences Licensor to execute and perform this Agreement;
 - 5.1.4. The Agreement will constitute a legal, valid and binding agreement of Licensor and will be enforceable against Licensor in accordance with its terms upon its execution.
- 5.2. Licensee represents and warrants as follows:
 - 5.2.1. Licensee is a company duly incorporated and validly existing under the laws of Curacao;
 - 5.2.2. Licensee, subject to its company power and business scope, has taken necessary company actions to get the proper authorization and the necessary consents or approvals) from other third party or governments, without violating the restriction of the laws and company which binds or influences Licensee to execute and perform this Agreement;

5.2.3 The Agreement will constitute a legal, valid and binding agreement of Licensee and will be enforceable against Licensee in accordance with its terms upon its execution.

6. Licensor's Title and Protection of Licensor's Rights

- 6.1. Licensor retains full title to the Domain Name subject only to the rights of the Licensee only to use the Domain Name in accordance with the terms of this Agreement.
- 6.2. At no time during the term of this Agreement shall any title or ownership to the Domain Name pass from Licensor to Licensee.
- 6.3. Licensee acknowledges that no option provided or representation, either express or implied, written or oral, has been made by or on behalf of Licensor to Licensee that the Domain Name may be purchased from Licensor by Licensee or by any nominee of Licensee at any time.
- 6.4. Licensor agrees, during the Term and thereafter, not to dispute the title and other rights of Licensor to the Domain Name, the effectiveness of this Agreement; and conduct any action that is deemed by Licensor as harmful to its title, rights, ownerships and the License.
- 6.5. Licensee, in its use of the Domain Name, shall comply with all applicable laws whether state, provincial, national or international, which apply to the use by Licensee of the Domain Name, including to the content of the Website.
- 6.6. Licensee agrees to use the Domain Name only pursuant to this Agreement and not to use the Domain Name by manner of deceit, misleading or others manners that are deemed by Licensor as harmful to the Domain Name or the reputation of Licensor. In particular, the Domain Name may not be used for any kind of pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.
- 6.7. Licensee agrees to provide necessary assistances to help Licensor to protect the title and rights to the Domain Name. Licensor may participate in the lawsuits related to the claims of compensation at its own discretion, on behalf of itself, Licensee or both Parties, once any third party claims the compensation in connection with the Domain Name. If any third party infringes any right to the Domain Name, Licensee shall notify Licensor immediately in writing of such infringements within the scope that it knows, and only Licensor has the right to take actions against such infringements.
- 6.8. Licensee shall indemnify and save harmless Licensor against all damages, losses or liabilities which may arise in respect of the Domain Name or the Website or their use or operation by Licensee or by any other party.

7. Quality of the Website

7.1. Licensee shall take best efforts to operate the Website in high quality in order to protect and enhance the reputation of the Domain Name.

8. Promotion

- 8.1. In all cases where Licensee shall bear the production cost of the promotion material involving the Domain Name required by Licensee, Licensor has the sole and exclusive right to the ownership of promotion materials regarding the Domain Name or its duplicate, including all intellectual property rights whatever such promotion materials is invented or use by either Licensor or Licensee.
- 8.2. Licensee agrees not to promote or advertise any of the Domain Name on radios, televisions, papers, magazines, the Internet or other media without the prior consent of Licensor.

9. Competitive Website

9.1. In the event that the Domain Name contradicts with any of the trademark or domain name used by Licensor, its parent company or affiliate of its parent company, at the present or in the future, Licensor shall have the right to terminate the Agreement by a written notice to Licensee within 30 days before such termination.

10. Effective Date and Term

- 10.1. This Agreement shall take effect on the date first written above and the initial term of this Agreement shall be one (1) year (the “**Initial Term**”).
- 10.2. This Agreement shall automatically renew at the end of the Initial Term for successive periods equal to one (1) year (each a “**Subsequent Term**”) unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Subsequent Term. The Initial Term and any Subsequent Term shall together constitute the “**Term**”.

11. Termination

- 11.1. This Agreement shall expire on the date due or its extension due with the notice of non-extension of this Agreement by Licensor.
- 11.2. Without prejudice to any legal or other rights or remedies of the Party who asks for termination of this Agreement, any Party has the right to terminate this Agreement immediately with written notice to the other Party in the event the other Party materially breaches this Agreement including but not limiting:
- (I) death or personal injury resulting from its negligence;
 - (II) fraud or fraudulent misrepresentation;
 - (III) breach of section 4 (Confidentiality);
 - (IV) matters for which liability arising out of or relating to this Agreement is more than EUR 10,000.00.
- 11.3. This Agreement may be terminated by written mutual agreement of the Parties and/or by either Party at any time by giving the other Party 30 (thirty) days prior written notice via means of communication, stipulated herein (email will suffice).
- 11.4. Each Party shall have the right to immediately terminate this Agreement by written notice if:
- (a) the other Party by any act or omission commits a material breach (or several breaches that jointly may be deemed material) of this Agreement, and such breach (or breaches, if capable of remedy) remains unremedied thirty (30) days from the date the defaulting Party having received a notice requesting remedy;
 - (b) the other Party becomes insolvent or starts negotiations about a composition with its creditors or a petition in bankruptcy is filed by or against it or it makes an assignment for the benefit of its creditors, enters into voluntary or involuntary liquidation, has a receiver appointed over all or parts of its assets or it becomes evident that the other Party is, or will be, unable to perform its obligations under this Agreement.
- 11.5. Licensor shall have the right to immediately terminate this Agreement without prejudice to Licensee’s rights and remedies by written notice if:
- (a) Licensee uses, or attempts to use, the Domain Name in any manner or form that is illegal, or that is reasonably likely, in the sole opinion of Licensor acting reasonably, to bring the Domain Name or Licensor into disrepute, or have a material adverse effect on the goodwill of Licensor (including any trade mark) or of the Domain Name;

(b) any amount payable by Licensee to Licensor pursuant to this Agreement is overdue and such amount has not been paid by Licensee within fourteen (14) days of written reminder from Licensor;

(c) any change of control of Licensee to a competitor (defined, for the purposes of this clause, as an entity in the online sportsbetting industry) happens.

12. Effect of Termination or Expiration

12.1. Upon and after the expiration or termination of this Agreement for whatever cause:

(a) Licensee shall immediately suspend or withdraw all advertising, hypertext links and any other promotional materials that suggest that Licensee has any ongoing right or entitlement to use the Domain Name;

(b) Licensee shall immediately return any materials and documentation in relation to the Domain Name and copies thereof provided to Licensee by Licensor under this Agreement;

(c) all and any amounts already paid by Licensee to Licensor will be non-refundable;

(d) the Parties shall, within ten (10) days, pay to the other Party any and all outstanding fees or debts on such day;

(e) all rights granted to Licensee hereunder shall forthwith revert to Licensor and Licensee will refrain from further use or any direct or indirect use of the Domain Name;

(f) at the written request of the Party, proprietary information and confidential information and all copies thereof in whatever material form shall be deleted immediately.

13. Force Majeure

13.1. Force Majeure, which includes but not limited to acts of governments, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning or war, means any event that is beyond the Party's reasonable control and cannot be prevented with reasonable care of the affected Party. However, any shortage of credit, capital or finance shall not be regarded as an event beyond the Party's reasonable control. The Party affected by Force Majeure and seeks for the exemption from performing the obligations under this Agreement shall inform the other Party of such exemption and any action taken by it for performing this Agreement.

13.2. In the event that the affected Party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected Party will not be responsible for any damage by reason of such a failure or delay of performance. The affected Party shall take appropriate measures to minimize or remove the effects of Force Majeure and attempt to resume the performance of the obligations delayed or prevented by the event of Force Majeure. Once the event of Force Majeure is removed, both Parties agree to resume the performance of this Agreement with their best efforts.

14. Notices

14.1. If the Parties have not agreed otherwise in writing, any written notice required or permitted to be given pursuant to this Agreement or any other communication shall be in writing and shall be delivered:

(a) personally or by commercial courier to the Parties due to receive the notice or communication at its address set out below:

(i) to Licensor at: P.O. Box 590, Suite 9, Benville Building, Charlestown, Nevis, West Indies, Attn.: Director of Sonata Limited;

(ii) to Licensee at: Schout bij Nacht Doormanweg 40, Willemstad, Curaçao, Attn.: E-Magnus N.V. on behalf of Galazia B.V.;

(b) subject to Clause 14.3, by email: if otherwise not agreed by the Parties in writing, to email addresses of the Parties which appear in the Invoice;

(c) by facsimile: if otherwise not agreed by the Parties in writing, to the numbers of the Parties which appear in the Invoice;

14.2. A notice shall be deemed to have been received by the other Party:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by commercial courier, on the first working day after the sender has received confirmation of delivery;

(c) if sent by email, on the first working day after sending.

(d) immediately, if sent by facsimile (subject to proof of satisfactory transmission by the sender).

14.3. Where a notice is to be given by email, the email shall be in ASCII plain text digital format or in a digital format previously confirmed by the intended recipient to be readable by such recipient and shall attach a PDF (Adobe portable document format) version of the notice produced by scanning a hard copy of the notice (which hard copy notice should be in writing, legible and signed in manuscript by the person or persons giving it). The email shall clearly identify in the body of the email who the email is from and to whom it is addressed (the email address shall not be enough to indicate this) and shall state that the attachment is a notice which is given under this Agreement.

15. Assignment

15.1. The rights and obligations licensed by Licensor to Licensee pursuant to this Agreement shall not be assigned, pledged, sublicensed without the prior written consent of Licensor.

15.2. Licensee hereby agrees that Licensor shall be able to transfer the rights and obligation under this Agreement to any third Party at its discretion, and such transfer shall only be subject to a written notice serviced to Licensee by Licensor, and no any further consent from Licensee will be required.

16. Settlement of Disputes

16.1. In case of any disputes between the Parties on the matters under or in connection with this Agreement, the Parties will make all reasonable efforts to resolve them through negotiations.

16.2. The Parties hereby expressly submit to the exclusive jurisdiction of the courts of Curacao to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

17. Applicable Law

17.1. The Agreement, its conclusion and execution, and any other relations between the Parties under or in connection with this Agreement shall be governed by the substantive laws of Curacao. All matters that are not settled or fully settled by this Agreement shall be regulated by the substantive law of Curacao.

18. Amendment and Supplement

18.1. Any amendment and supplement of this Agreement shall be made in writing by both Parties. The amendment and supplement duly executed by both Parties shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.

19. Severability

19.1. If any clause hereof is judged as invalid or non-enforceable according to relevant laws, such clause shall be deemed invalid only within the applicable area of the laws and without affecting other clauses hereof in any way.

20. Final Provisions

- 20.1. Headings are used in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.
- 20.2. Each Party will, at the request and expense of the other Party, execute any document and do anything reasonably necessary to implement this Agreement, and use all reasonable endeavors to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.
- 20.3. If any Party changes its registered address, name, bank details and other information, such Party shall notify without delay the other Party in writing to that effect.
- 20.4. Save as otherwise stated in this Agreement, each Party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.
- 20.5. This Agreement is made in two copies having equal legal force, one copy for each Party.

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be duly executed by a duly authorized representative on their behalf as of the date first set forth above.

For LICENSOR:

Sonata Limited

Position: Director

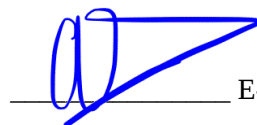


Anna Bondarevskaya

For LICENSEE:

Galazia B.V.

Position: Managing Director



E-Magnus N.V.

8/10/2023