

SOFTWARE LICENSE AND SERVICES AGREEMENT

This **Software License and Services Agreement** (the “Agreement”) is made on the date as set out under Section 1 of the First Schedule hereto by and between:

The party whose name and description are set out in Section 2(a) of the First Schedule hereto, a company incorporated and organized under the laws of the country set out in Section 2(b) of the First Schedule hereto having its principal address set out in Section 2(c) of the First Schedule hereto (hereinafter referred to as the “*Licensee*”) and SA Technology N.V., a company incorporated and under the laws of Curacao, with registration number 162463, having its principal address at Zuikertuintjeweg Z/N, Curacao (hereinafter referred to as the “*Licensor*”).

Each referred to as a “*Party*” and together as the “*Parties*”.

WHEREAS The Licensor is desirous of licensing its Software, to the Licensee and the Licensee is desirous of collaborating with the Licensor in respect of the same.

Article 1) Definitions

“**Agreement**” shall refer to this written document and any annexes, appendices, schedules and exhibits attached hereto which have been designated expressly as an integral part of it and which may be amended by agreement between the Parties from time to time.

“**Authority**” collectively, all international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials within the jurisdictions subject of this Agreement.

“**Commencement Date**” shall refer to the date when this Agreement shall start producing effects, which date shall be considered to be the date as to when the Software is live on the Licensee’s infrastructure.

“**Confidential Information**” means all information not publicly known at present relating to the other Party and this Agreement received or obtained in any form as a result of negotiating, entering into or performing this Agreement including (especially but not limited to) all information in relation to the End Users, and all other data of the Licensor and the Software which either Party may have disclosed and may from time to time disclose to the other Party



relating especially but not limited to its business, clients, business affairs, prices, products, developments, know-how, trade secrets.

“Documentation” means the documentation, technical specifications relating to the use of the Software.

“End Users” shall mean any person which registers with and fully accepts Licensee's end-user terms and conditions and may access and/or use the Software through the Websites.

“Software”, “Online Platform”, and/or “Software”: means the online software which is a software platform that enables implementation and distribution of online, mobile and server based gaming content.

“Good Industry Practice” means using standards, practices methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a reasonably skilled and experienced person engaged in a similar kind of undertaking under the same or similar circumstances.

“Group” means, in relation to a Party, its parent and subsidiary entities and parents and subsidiaries of such entities including any 50% or greater owned joint venture entities; and a ‘Group Company’ (or Group Companies) shall be construed accordingly.

“Intellectual Property” includes generally inventions, designs, processes, formulae, notations, improvements, all financial information of Licensor or its Group, know-how, goodwill, reputation, moulds, get-up, logos, devices, marks, charts, plans, models, mask designs, and graphic displays, photographs, digital and other artworks, sequences of digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Software particularly and without limitation, the source code and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Software or any part of the Software.

“Intellectual Property Rights” includes patents, design rights, trademarks, trade names, domain names, copyrights, mask works, rights in unlawful competition and passing off, and all other rights, statutory or otherwise, registered or otherwise, covering the Intellectual Property and all features thereof and all ancillary matter and covering, in each case in any part of the



world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, and all applications for registration thereof and all rights and interests thereto.

“Licensed Software” means the Online Platform subject to the License as granted in terms of Article 2 of this Agreement.

“Month” means a calendar month or 1st day of the month 12:00:00 UTC +8 to the 1st of day of the following month 11:59:59 UTC +8, as the case may be.

“Software Error” means an error or a defect that affects the proper functioning of the Software , but excluding errors, defects or malfunctioning that are not solely attributable to a fault of the Licensor.

“Territory” shall mean all of the territories and jurisdictions worldwide where the Licensee elects to offer its gaming products pursuant to the Licensee’s license from time-to-time, and explicitly excluding the Excluded Territories.

“Excluded Territories” shall mean the jurisdictions as detailed in Appendix 2 (list of Excluded Territories) as such Appendix may be amended from time to time pursuant to the terms of this Agreement.

“Websites” shall mean the list of domains subject to this Agreement, listed in Appendix 3 to this Agreement, and exclusively owned and operated by the Licensee.

Article 2) Service Description

i. Grant of license

- (a) Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee hereby accepts, a limited, revocable, personal and non-transferable, non-exclusive, worldwide (except for the Excluded Territories), royalty-bearing license (the "License") to (i) use and operate the Licensed Software on the Licensee's Online Platform in connection with the operation of the Licensee's Websites; and (ii) to use and grant to an unlimited number of End Users the non-exclusive, limited and revocable sub-licenses to the Licensed Software, for



personal and non-transferable use through Licensee's Websites, only while connected to the Online Platform.

- (b) The Licensor hereby authorizes and appoints the Licensee and the Licensee hereby agrees to directly provide the Software for use for End Users and/or to act as the non-exclusive Licensee reseller of the Software and to hence, sub-license, market, sell or incorporate for resales its Licensed Software worldwide (except for the Excluded Territories). The Licensee is hereby committing itself to desist from the offering, marketing or promoting and/or desist from causing the offering, marketing or promoting of, the Software in the Excluded Territories. Additionally, the Licensee:
 - Acknowledges that all the responsibility in respect of the functionality to restrict the offering, marketing and/or promotion of the Software in Excluded Territories lies, solely and firmly with the Licensee; and
 - It is hereby being agreed that the Licensor shall have the right to add territories or jurisdictions to the list of Excluded Territories on the basis that: it has become generally unlawful to offer the Software to persons within such territories or jurisdictions. Within the context of the entirety of this clause, should the Licensor determine that a territory or jurisdiction shall be included within the list of Excluded Territories, it shall inform the Licensee of the said fact in writing by providing a revised list of Excluded Territories, which shall duly replace, *in toto*, the preceding list accordingly.
- (c) The Licensee shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement or appoint any agent to perform such obligations.
- (d) During the License Term, Licensor may provide Licensee with modifications or updates to the Licensed Software with reasonable notice. In the event that Licensor provides Licensee with modifications, Licensee undertakes to promptly take and perform all actions required in order to successfully launch and support such modifications, within no later than fourteen (14) days following the delivery of the modifications.
- (e) The Licensor reserves the right at its sole discretion to suspend the provision of the Licensed Software (temporarily or permanently) in the event of the occurrence



of (a “Suspension Event”) the issuance by any competent authority of an order which compels Licensor to cease providing the Licensed Software to Licensee whereupon this Agreement shall become null and void and of no further effect and neither party shall have any claim whatsoever.

Article 3) Installation and Delivery

- (a) Provided always that any and all applicable fees as set out in this Agreement have been paid by the Licensee, upon the Commencement Date, the Software will officially be provided under this Agreement for licensed use by Licensee as set out herein.
- (b) The Licensee shall not permit any third party to use or access the Software , nor shall the Licensee use the Software on behalf of or for the benefit of any third party in any way whatsoever, unless the Licensee has obtained the Licensor’s prior written consent. In addition, the Licensee shall not copy, modify, sublicense, distribute, transfer, reverse engineer or reverse compile the Software, nor shall the Licensee prepare derivative works incorporating the Software. Neither the Licensee nor its personnel may use the Software or the Documentation to design software with similar or competitive functionality.
- (c) All Intellectual Property Rights in the Software, in any upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by the Licensor to Licensee will at all times remain the property of the Licensor and/or shall, in whole or in part, be the property of any person/s to who/which the Licensor duly assigns, sells and/or otherwise disposes in favour of, such Intellectual Property Rights. The Intellectual Property Rights in all work done and/or caused to be done by the Licensor for the Licensee, whether sanctioned by the latter and/or otherwise, shall be deemed to vest, solely and in totality, in the Licensor and are hereby being licensed to the Licensee hereunder together with the Software as is on the date of this Agreement. Nothing in this clause shall be deemed to constitute a waiver of the Licensor’s right to seek compensation for damages caused and/or any form of losses suffered as a result of the Licensee’s use and/or modification of the Software without the Licensor’s explicit consent. For the avoidance of doubt, therefore, any and all Intellectual Property Rights contemplated by this clause shall not be deemed to operate as a set off and/or settlement for any damages and/or loss suffered by the Licensor as a result of any action/omission by the Licensee.



- (d) This Agreement shall not be deemed to extend to any software or materials of the Licensor other than the Software, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by representatives of both Parties.
- (e) The Licensee hereby acknowledges that it is licensed to, limitedly, use the Software only in accordance with the express terms of this Agreement.
- (f) Notwithstanding any other term of this Agreement, the Licensor shall not be liable for down time arising from: essential or routine server maintenance; or, any hardware or software failures not reasonably under its control; or, the obstruction or failure of any telecommunications services not under its control.
- (g) Without prejudice to the above, the Licensor shall not be liable for any non-availability of the Software, data, or servers used in connection with the Software and for Software Errors.

Article 4) Fees

- (a) For providing the Software to the Licensee, Licensee will be charged in accordance with the terms herein.
- (b) Licensee shall pay a fee to the Licensor for the use of the Software including the maintenance of the Software as well as operating. Fees shall be paid as specified in Appendix 1 to this Agreement.
- (c) All other services provided by the Licensor to the Licensee shall be charged and agreed to separately in an independent manner and shall be subject to extraneous agreement between the Parties.
- (d) In the event the Licensee disputes any invoice (or any portion of it) it shall make provisional payment of the total amount thereof and shall immediately notify to Licensor in reasonable detail, in writing, the reasons for such dispute (the “*Notice of Disputed Invoice*”), except that in the case of an obvious error in computation; in such case, the Licensee shall pay the correct amount disregarding such error. In the event of any dispute



as stated herein, the Parties will work together, in good faith, to resolve such dispute expeditiously after the Notice of Disputed Invoice is sent and in any case no later than 30 (thirty) days after such notice is issued.

Article 5) Rights and restrictions

- (a) Licensor reserves the right, at its sole discretion and at any time, to remove any game from the Licensed Software from being run on the Platform. Where reasonably practicable, Licensor will notify the Licensee in writing prior to the effective date of the removal of a game from the Licensed Software.
- (b) Licensee shall require Licensor's prior written consent prior to Licensee launching any advertising or marketing campaigns which relate to any of the games provided in the Licensed Software.
- (c) For the avoidance of doubt, the Licensee:
 - i. Shall be solely liable for the management and maintenance of all Websites.
 - ii. Shall be solely responsible for the disbursement of any payments due to End Users and/or payments to any other third party.
 - iii. Shall ensure that no activity (including promotion and marketing activities), including any and all such activity done on behalf of the Licensee by way of complement to ensure full adherence to the terms and conditions as prescribed in this Agreement, may include content, materials or services which are in any way unlawful, harmful threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable based on Licensor's reasonable discretion.
 - iv. Acknowledges and agrees that the Licensor reserves the right to unilaterally and without any prior notice terminate this Agreement in case the Licensee, in the sole discretionary of the Licensor, is deemed to have performed any act of mismanagement which may damage the Licensor's reputation or brand name.
 - v. Shall ensure that any Websites related to the purposes of this Agreement are pre- approved in writing by the Licensor prior to their use.



- vi. Is responsible for using the Software in accordance with the required standards of service. It is understood that the services necessary to operate the Software shall be obtained directly from the Licensor.
- vii. Is obliged to pay the Licensor fees due to it in accordance with the appropriate provisions within this Agreement.
- viii. For the performance of this Agreement, is responsible for the compliance with and the maintenance of all relevant laws, regulations and directives in any jurisdiction, or for licenses, permits or of approvals granted by any Authority or respective authorities in other jurisdictions related to the use or provision of the Software by or on behalf of Licensee.

Article 6) Reservation of Rights

- (a) Other than the rights explicitly granted herein, Licensee shall have no other rights, express or implied, in the Licensed Software (or any other Intellectual Property Rights of the Licensor). Without derogating from or limiting the generality of the foregoing, Licensee shall not:
 - Download or make any copies of the Licensed Software; or
 - Include any hate literature or any other obscene or objectionable material on the Website.
- (b) Licensee hereby acknowledges and agrees that Licensor owns solely and exclusively, or is duly licensed to use, any and all right, title and interest in and to the Licensed Software and any and all updates or upgrades thereof even if developed by Licensor based on ideas, suggestions, Specifications, demands or proposals by Licensee (or anyone on its behalf), End Users, or any other third party. Licensee hereby irrevocably and unconditionally assigns to Licensor, and shall procure an identical assignment from any and all End Users, all right, title, and interest it or its End Users may have or may acquire in and to all such rights and all the foregoing.

Article 7) Support and maintenance

Licensor shall provide Licensee with the following support and maintenance services: (i) E-



mail support to Licensee 24x7: Support@sagaming.com; (ii) online Skype messaging support (or other alternative support tool as agreed between the Parties from time to time); and (iii) online training and instruction in a manner and scope agreed by the Parties.

Article 8) Term and Termination

- (a) This Agreement will remain in force for a period of twelve (12) Months (the “*Initial Period*”) calculated from the Commencement Date and shall thereafter be automatically extended for further periods of twelve (12) Months each (“*Renewal Periods*”), unless either of the Parties terminates the Agreement by giving written notice at least ninety (90) days prior to the expiration of each period. Notwithstanding anything to the contrary in this Agreement, the Licensor may terminate this Agreement for any reason whatsoever by serving prior notice at least three (3) Months prior to such termination taking effect.
- (b) Without prejudice to anything noted to the contrary in this Agreement, a Party may terminate this Agreement with immediate effect by notice to the other Party if any act or omission of a Party breaches any applicable law and such breach:
- Causes the other Party to be in breach of its obligations under this Agreement;
 - Causes the other Party to be in breach of any applicable law to which the Party subject to (including in respect of any regulatory approvals); and/or
 - Otherwise jeopardizes the other Party’s own licenses, permits, consents, and/or regulatory approvals which are required by the Party (as the case may be) to carry on its business;
 - Any Authority issues (or notifies or informs the other Party that it is likely to issue) an order or recommendation requiring or recommending the termination of this Agreement and/or any licence in respect of the Software; or
- (c) Except in any circumstance(s) where the continuance of this Agreement would place the Party who has served the relevant termination notice (the “*Terminating Party*”) in breach of the relevant applicable law or order of any Authority (as the case may be), prior to any notice of termination given in terms of this Agreement taking effect, the Party upon whom the termination notice has been served shall have fifteen (15) days within which



(at its own expense) to remedy the relevant matter which is the subject of the termination notice (to the extent remediable).

- (d) The Licensor may terminate this Agreement by giving written notice to the Licensee should the Licensee be in breach of any provision of this agreement relevant to the use of the Software in Excluded Territories and/or the Licensee be in breach of any obligation imposed on it in of this Agreement.
- (e) Notwithstanding anything to the contrary in this Agreement, where the Licensee has committed a regulatory breach the Licensor may serve on the Licensee a notice requiring the Licensee to, within a reasonable timespan (to be determined by the Licensor on a case-by-case basis) as of receipt the notice or earlier as the case may be (“Take-down Period”), cease to use the Software in accordance with the terms of this Agreement. Where the Licensee fails to comply with the notice within the Take down Period the Licensor may forthwith and without further notice terminate the rights granted to the Licensee under this Agreement.
- (f) All rights and obligations of the Parties shall cease immediately upon termination of this Agreement without prejudice to the below listed rights and obligations which shall not be affected by the termination thereof:
 - The accrued rights and obligations of the Parties at the date of termination; and
 - The rights and obligations of the Parties under those clauses that are expressed; or
 - Intended to survive termination and any provision of this Agreement necessary for the interpretation or enforcement of this Agreement.
- (g) Notwithstanding anything to the contrary as included in this Agreement, the Licensor may terminate this Agreement at any time without prior notice and for any reason whatsoever, provided always that any accrued rights and/or liabilities of any Party until date of effective termination shall remain to be valid.

Article 9) Confidential Information

- (a) The Parties acknowledge that by entering into and during the performance of this Agreement they may learn information regarding the other’s business, which may be



confidential and accordingly, it is important that such information be classified as such.

- (b) Each Party undertakes to treat all Confidential Information relating to the other Party (whether this was received from such other Party or obtained as a result of entering into or performing this Agreement) as strictly confidential and shall not disclose that Confidential Information to any third party or use the same for any purpose other than the performance of its rights and obligations under this Agreement.
- (c) Each Party may disclose Confidential Information to the extent that:
- It is required or authorized to do so by law;
 - It is required to do so by a regulatory government body to which either Party is subject to, wherever situated;
 - Disclosure is to its professional advisers or auditors under the terms of confidence or professional secrecy;
 - The information has come into, or is currently on the public domain through no fault of the disclosing Party;
 - The information is independently developed by the recipient without reference to the disclosing party's Confidential Information; or
 - The other Party has given its prior written consent to the disclosure.
- (d) Each Party shall procure that its employees, or where permitted, its agents, sub-contractors or consultants appointed to perform any of its functions or obligations under this Agreement, respective representatives or other persons connected with the respective party shall comply in all respects with the provisions of this clause and shall be liable for any acts or omissions of such employees' agents, consultants, sub-contractors or persons connected.
- (e) The obligations set forth under the entirety of this clause shall remain in force after the termination of this Agreement.



Article 10) Modification

No modification of the provisions of this Agreement shall be valid and effective unless such modification has been mutually agreed to between the Parties in writing.

Article 11) Assignment

The Licensee shall not assign or transfer any of its rights and/or obligations under this Agreement without a prior consent from the Licensor in writing.

Article 12) Representations, Warranties and Undertakings

(a) The Licensee warrants that:

- Any information provided to the Licensor for the purposes of entering into this Agreement shall remain complete and accurate;
- It will not use or allow the use of the Software for any illegal purpose or cause whatsoever;
- It will not remove, attempt to remove or allow any other person to remove or attempt to remove any proprietary notice of the Licensor or its respective licensor as applicable;
- It will have appropriate agreements with each of its employees, contractors and agents having access to the Software and any other Licensor's Confidential Information sufficient to enable that party to comply with all the terms of this Agreement and, in any event, shall adopt or maintain procedures reasonably calculated to protect Licensor's proprietary and Confidential Information;
- It shall perform all of its obligations under this Agreement at all times: i) using all reasonable skill, care and diligence; ii) using hardware, software, resources and equipment which are reliable, up to date, safe and in a condition which is adequate



and appropriate in the context of this Agreement; iii) in accordance with all applicable laws, licences, directives, regulations and codes of practice; and iv) in accordance with Good Industry Practice;

- It shall maintain in such locations as required by the Licensor from time to time, Licensor's corporate trademark ("Trademark") as well as the Licensor's logo or any other similar material or link as required by the Licensor, all in accordance with guidelines provided by the Licensor in writing to the Licensee from time to time;
- The Websites will not infringe or allegedly infringe the ownership rights of any third party; and
- It shall promptly notify the Licensor upon becoming aware of any event or circumstance occurring which has or is reasonably likely to have a material adverse effect on the performance of its obligations under this Agreement.

(b) The Licensor warrants that:

- The Licensor represents and warrants that it is duly incorporated, validly existing and in good standing under the laws of Curacao, that it has all the requisite legal and corporate power to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- To the best of Licensor's knowledge, at the date of this Agreement, the Software and the media upon which it is supplied are free from all viruses known generally and / or by the Licensor;

(c) Except as expressly set forth in this Agreement, the Software is provided and licensed "as is" without warranties or representations or conditions of any kind.

(d) Warranties in this Article 12 only apply to Software as supplied by the Licensor and under



no circumstances shall any one or more warranties apply to third party products.

- (e) Neither of the Parties to this Agreement has given any warranty or made any representation to the other Party, other than any warranty or representation that may be expressly set out in this Agreement.
- (f) Apart from the abovementioned representations in this Article 12, other representations as set forth in other clauses of this Agreement continue to exist.

Article 13) Intellectual Property

- (a) Without detriment to the terms of this Agreement, neither Party will acquire any right, title or interest in each other's or third-party copyright or other Intellectual Property Rights by virtue of this Agreement and neither Party will acquire any right, title or interest in each other's or third-party copyright or other Intellectual Property rights in trademarks, trade names, copyrights and other rights used in connection with their activities under this Agreement.
- (b) All improvements, modifications, enhancements or adaptations to or in respect of the Software, any services connected therewith, albeit, whether based on Intellectual Property Rights already registered for the benefit of the Licensor or not yet registered for the benefit of the Licensor and developed by the Licensor or by third parties engaged by the latter, whether solely or jointly with the Licensee, shall be the sole and exclusive property of the Licensor. The Licensee agrees not to challenge any Intellectual Property Rights which are subject to this Agreement.
- (c) The Licensee acknowledges and accepts that any use or disclosure of the Software System, or of its algorithms, protocols or interfaces, other than as expressly authorized by the Licensor or in accordance with this Agreement, constitutes an infringement of Licensor's Intellectual Property Rights and/or other rights.



- (d) The Licensee undertakes to notify the Licensor immediately if the Licensee becomes aware of any unauthorized use of the Software or the Documentation or of any potential infringements of Licensor's Intellectual Property Rights and/or other rights.
- (e) The Licensee shall indemnify and hold the Licensor harmless from any suits or claims of infringement of any patent rights, copyrights, or trademarks arising out of any patented, copyrighted, or trademarked materials, methods, systems and/or services, used by the Licensee ("IP Claim").
- (f) Notwithstanding anything in this Agreement, the Licensor shall have no liability for any damages suffered by the Licensee, to the extent that an IP Claim has arisen due to any act or omission not attributable to the Licensor.
- (g) The Licensee shall undertake to commence, continue or otherwise engage in any action in response to any IP Claim of alleged infringement of intellectual property relating to the Software at its own cost and expenses.
- (h) Licensee shall be required to display the "SA Gaming" trademark and logos in connection with the Licensor Games, without any alteration or modifications to the brand logos or designs other than as may be expressly approved in advance by the Licensor. Licensee shall be further required to display a "Powered by SA Gaming" logo at the footer of its operating website.

Article 14) Indemnity

- (a) The Licensee shall indemnify and hold harmless the Licensor and its affiliates, parents, sister and other Group Companies representatives, officers, directors, shareholders, attorneys, employees, agents, sub-contractors (hereinafter the "Licensor's Related Parties") against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Licensor or Licensor's Related Parties may sustain or incur which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:



- Any breach by Licensee (or someone acting on its behalf) of the Licensee's warranties, representations, covenants, or obligations set out in this Agreement;
- Any breach by the Licensee of any applicable laws or regulations relating to the usage of the Software provided by the Licensor;
- Any breach by Licensee of the terms of this Agreement, any applicable laws or regulations relating to the marketing activities of Licensee that it may undertake on its own initiative;
- Accounting, bookkeeping and payment of taxes relating to the transactions and payments resulting from this Agreement or any agreement agreed upon with any intermediaries; or
- Material disrepute caused by the promotion or offering of the products on the Websites of Licensee and/or marketing or selling the Software and/or the products in any illegal manner.

(b) In the event of any third-party claim, the Licensor shall:

- Promptly notify the Licensee in writing of any such claim or threat of a claim or proceedings thereto;
- Not admit liability in respect of such claim and shall not agree to any compromise or settlement of any such claim;
- Give the Licensee (at the Licensee's own cost) sole control of the defence of such claim and related settlement negotiations; and
- Provide the Licensee with reasonable assistance, information, and authority necessary to act in full compliance with any relevant provision of this Agreement, with all out-of-pocket expenses incurred by the Licensor in providing such assistance, information, and authority to be reimbursed by the Licensee.

(c) The Licensor takes any measures that are technically reasonable to secure the data and file transferred and processed in the scope of the term of this Agreement. Nevertheless, in the event of any liability of the Licensor regarding any possible damages resulting from illegal misuse of data by third parties, data loss and damaging, system break-down, computer viruses and the like is excluded.



Article 15) Limitation of Liability

- (a) The Licensor and Licensor's Related Parties shall not be held liable for any form of indirect or consequential damages, including but not limited to loss of turnover/revenues or profits as well as loss of interest and customers, as well as moral damages even if such damage was foreseeable, any loss of opportunity, reputation, goodwill, profit or anticipated savings, business or contracts arising out of or in any way in connection with this Agreement or the use or performance of the Software.
- (b) In the event that a Party hereto (a defendant) should become liable to the other Party or any member of its Group (a claimant) for direct damages, the maximum aggregate liability of the defendant for any liability arising under or in connection with this Agreement for any one event and a connected series of events, howsoever arising (including by way of contract) in tort (including negligence or any other theory of law), shall be limited to the maximum amount of United States Dollar Fifty Thousand (USD50,000.00) only .
- (c) The Parties acknowledge that from time to time, as a result of hardware failure and/or third parties' failures, the services provided under this Agreement by the Licensor may be temporarily disrupted. Licensee acknowledges and accepts that neither the Licensor nor any of Licensor's Related Parties and/or its respective Licensors, as applicable, will be liable to the Licensee for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.
- (d) Nothing in this Article 15 shall limit either Party's liability for death, personal injury, wilful intent, fraud, breaches of Confidential Information, and any other liability which it is illegal to limit or exclude.

Article 16) Special Conditions

It is hereby expressly agreed between the Licensor and the Licensee that the licensing of the Software shall in addition to the terms and conditions herein be subject to the special conditions if any set out in the Second Schedule hereto and in the event of any conflict, discrepancies or variance the special conditions set out in the Second Schedule shall prevail.



Article 17) Law and Jurisdiction

- (a) This agreement shall be governed by and construed in accordance with the laws of Singapore.
- (b) In the case of any dispute between the Parties arising out of this Agreement, the Parties agree that they will first resolve the dispute in an amicable manner with the dispute resolution procedure as follows:
 - (i) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (the “Dispute Notice”), together with relevant supporting documents. On service of the Dispute Notice, a representative of the Licensee and a representative of the Licensor shall attempt in good faith to resolve the Dispute;
 - (ii) if the representative of the Licensee and the representative of the Licensor are for any reason unable to resolve the Dispute within thirty (30) days (or any extension of time as mutually agreed by both Parties) of it being referred to them, the parties will be free to submit the Dispute to the mode of arbitration adhere to in clause (c) below.
- (c) If a dispute arises out of or in connection with this Agreement, including any question regarding its existence, validity, or enforcement, the Parties agree such dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

Article 18) Notices

All notices under this Agreement, including the change of address by one of the Parties, shall be deemed to have been duly given either (i) by a recognized overnight courier service, upon written verification of receipt, or (ii) by the mailing of the notice, by registered mail, to the Party entitled to such notice at the address set forth below, or (iii) sent by electronic mail to the other Party’s main business email address as set out in Section 4 of the First Schedule hereto.



Article 19) Supersedes prior agreements

This Agreement supersedes any prior agreements between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

Article 20) Precedence

In the event of any discrepancy or contradiction between this Agreement and the Schedules and/or the Appendix, the Schedules and/or the Appendix shall take precedence.

Article 21) Force Majeure

Neither Party hereto shall be liable for any breach of its obligations hereunder (other than in respect of payment obligations) resulting from causes beyond its reasonable control including, without limitation, governmental regulations, orders, administrative requests, rulings or orders, acts of God, war, war-like hostilities, civil commotion, riots, pandemics, epidemics, fire or any other similar cause or causes ("Event of Force Majeure"). Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

Article 22) Miscellaneous

- (a) Nothing in this Agreement shall imply or constitute any partnership, joint venture agency, fiduciary relationship or other relationship between the Parties other than the contracted relationship provided for in this Agreement.
- (b) No variation or amendment to this Agreement will be of any force or effect unless it is in writing and signed by or on behalf of the Parties.
- (c) No waiver on the part of either Party to this Agreement of any rights stipulated in this Agreement or arising from a breach of any provision of this Agreement will constitute a



- (d) Any references to the Licensor or the Licensee shall include the plural and vice versa.
- (e) Any reference to natural persons shall include legal persons and vice versa.
- (f) Any reference to the female gender shall denote the male gender and vice versa.
- (g) A reference to a person shall include firms, partnerships, corporations and their successors and permitted assignees or transferees.
- (h) The headings of this Agreement are solely references and must not in any circumstance affect the content thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands, and executed this Agreement by their duly authorized officers,

The Licensee

Final Enterprises N.V.

Representative (Signature)



Title: Corporate Director

V2024

THE FIRST SCHEDULE

(which is to be taken read and construed as an essential part of this Agreement)

SECTION	ITEM	PARTICULARS
1.	Date of this Agreement	<u>29/05/2026</u>
2.	Licensee (a) Name & Company Registration Number (b) Incorporated under the law of (c) Principal Address	Final Enterprises N.V. 137397 Curaçao Kaya Richard J. Beaujon Z/N, Willemstad, Curaçao
3.	Notices Licensor	Contact Person: Teddy Email Address: teddy@sagaming.com
	Licensee	Contact Person: Christoph / Érico Email Address: payments@betfinal.com / erico@betfinal.com

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THE SECOND SCHEDULE

(which is to be taken read and construed as an essential part of this Agreement)

Special Conditions

*In the event the Parties have executed a Non-Disclosure Agreement prior to the execution of this Agreement and to the extent of any discrepancy or contradiction in the terms between this Agreement and the Non-Disclosure Agreement, this Agreement shall take precedence.

*Delete as appropriate

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V2024

Appendix 1: Software License Fees

Live Games Monthly Royalty Ratio

- i. The licensee shall pay the Licensor a fixed rate of 6.0% of the GGR, calculated from the Licensor's Live Games server.

Notes: “Gross Gaming Revenue” or “GGR” is defined as the amount calculated from 1st day of the month 12:00:00 UTC +8 to the 1st of day of the following month 11:59:59 UTC +8. It represents the total amount of bets placed by the End Users minus the total winning paid out to the End Users, and minus any applicable bonus deductions, where:

Charges

Minimum monthly Fee	Waived
Set-Up Fee (non-Refundable)	Waived
Advance Payment	Waived

Settlement Currency:

All fees and payments under this Agreement are to be stated and made in USDT, unless specifically agreed by both parties and/or stated otherwise.

Payment Terms

The Licensee shall pay to the Licensor the monthly Royalty set forth in this Agreement within Ten (10) working days from the receipt of the invoice issued by the Licensor in accordance with the payment method mutually agreed by the Parties from time to time.

Failure to pay on or before 25th of each month will lead to a temporary suspension till the payment has been cleared and the Licensor reserves the right to, in its sole discretion, charge interest on the overdue amount, from the due date up to the date of execution of payment by the Licensee, with an interest at the rate of two (2) percent (%) per month which shall in no case exceeding the maximum allowed by applicable law.

[illegible]

Appendix 2: List of Excluded Territories

- (i) **People's Republic of China is mandatory**
- (ii) Territories where not allowed

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