

AMENDMENT No.7 TO SUBLICENCE AGREEMENT ("Amendment")

WoT N.V.

ID: 129742

With its registered office at: Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao

("Operator")

on one part

and

Limesco Limited

ID: HE 261682

With its registered office at: Arch. Makariou III, 155, PROTEAS HOUSE, Floor 5, 3026, Limassol, Cyprus

("Payment Processor")

on the second part

and

VELUND INVESTMENT LTD

ID: HE 419468

With its registered office at: Stratigou Timagia 26 SIANTONA BUILDING, Flat/Office, 102, 6047, Larnaca, Cyprus

("Distributor")

on the third part

(jointly referred to as the "**Parties**" and separately as the "**Party**")

1. The Parties have concluded the Sublicence Agreement on the 1st of July 2022 ("**Agreement**").
2. The Parties wish to add a new Provider (Pragmatic Play) under the Agreement. Therefore, the Parties hereby agree to modify the wording of the Agreement.
3. The Parties wish to amend the Agreement by adding a new row into the table contained in paragraph 5.11 into the V. section of the Agreement. Therefore, the new row shall have the following wording:

"Pragmatic Play"	EUR 50,000"
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4. The Parties hereby agree to modify the wording of the current Annex 1 to the Agreement. The new Annex 1 to the Agreement shall have the following wording:

**“Annex 1
The monthly Licence Fee**

Licence Fee

The Operator shall pay to the Distributor the monthly Licence Fee equal to the corresponding percentage of the Gross Gaming Revenue, generated by the Operator from the Licensed Software of the respective Providers in the given month, in accordance with the specification below.

Providers with their Licensed Software/brands, further specified in brackets if applicable		Licence Fee
Relax Gaming – Table Games		5%
Gamebeat, Jetgames, Pragmatic Play – Slots		10%
Habanero, Gamzix, Nucleus, Smartsoft Gaming, Spribe		11%
Amatic, GameArt – Standard Games, Platipus, Tom Horn Gaming, Vivo Gaming, Nolimit City, ReelNRG, CT Interactive, BGaming, Kalamba, NetGame, Quickspin, Thunderkick, Blueprint, 3Oaks – Standard Games, Endorphina, Playson – Standard Games, Spinomenal (including Retro gaming), BetSoft, Green Jade, Red Rake Gaming, Gamshy, Caleta Gaming, Super Spade Games, KA Gaming, Spadegaming, Relax Gaming - Slots, Lotto Instant Win, Belatra, Evoplay, OneTouch, RTG Slots, TrueLab, Yggdrasil, Triple Cherry, Fazi, Swintt – Standard Games, Pragmatic Play – Live Games		12%
Playtech, Amusnet, iSoftbet, ELK, 3Oaks – Premium Games, Playson – Premium Games, Swintt – Premium Games		14%
GameArt – Branded Games		15%
GameArt – Premium Branded Games		17%
Evolution	Generic Table Games Fee	15 % (counted from GGR generated from all the Licensed Software of Evolution, excluding RNG Games)
	RNG Games Fee	12 % (counted from GGR generated from all the RNG Games of Evolution)
Playson, 3Oaks	If the GGR on Licensed Software of the listed Providers is generated in territory of Ukraine	13%

Ukraine

For the purpose of this Agreement, the Parties hereby agree it is in exclusive sole discretion of the Distributor to decide which territory shall be considered as Ukraine and which territory shall not be considered as Ukraine when calculating the Licence Fee.

Bonus Deduction

The Distributor shall deduct the Bonus Deduction from the GGR generated on the Licensed Software of the respective Provider ("**Bonus Deduction**"). The Licence Fee for the Licensed Software of these Providers shall therefore be calculated from the reduced GGR after the deduction of the Bonus Deduction.

The Bonus Deduction shall be applied in accordance with the following table:

Provider (Brand)	Maximum amount of cost to be deducted (% of GGR on the given brand)	Note
BetSoft	15%	Applicable only on Free Spins
CT Interactive	15%	
ELK	20%	Only bonus wager visible via API shall be deducted.
Playson	15%	
Tom Horn Gaming	The Distributor shall inform the Operator about the Bonus Deduction amount in writing without undue delay after the integration process of the Licensed Software of the Provider Tom Horn Gaming to the Operator.	Applicable only on wins from Free Spins campaigns pre-approved by the Distributor.
Triple Cherry	20%	
Rest of the Provider	0% (no Bonuses shall be deducted)	

By the 1st of day of each month by 3.00 p.m. GMT at the latest, the Operator shall send the Distributor monthly report which shall specify the Bonus incurred by the Operator in the previous calendar month. The reports must contain the following info for each Bonus that is to be deducted: End User ID, type of Bonus awarded to the End User, Bonus amount given/incurred, date of providing the Bonus.

The Bonuses shall be deducted only insofar as they are proven by the above specified Operator's reports. If a certain Bonus is not proven by said report, it shall not be deducted from the GGR for the purpose of the Licence Fee.

The Operator acknowledges that the Bonus Deduction is conditional upon the respective Providers and their own conditions. If a certain Provider changes its conditions regarding Bonus Deduction (e.g. changes the types of deductible Bonuses or the maximum amount of Bonus Deduction; changes the scope of information which must be reported for the purpose of Bonus Deduction ect.), the Distributor may be forced to (and shall be entitled to) modify the conditions of the Bonus Deduction in the same manner for the Operator (without having to give a prior notice to the Operator) and calculate the Bonus Deduction accordingly.



Free Spins

The Operator hereby acknowledges that activating or deactivating Free Spins is solely in the Distributor's discretion.

The Operator may allow Free Spins to its End Users for the selected Licensed Software of the following Providers, after written consent of the Distributor:

- 3Oaks
- Amatic
- Belatra
- BetSoft
- Caleta Gaming
- CT Interactive
- ELK
- Endorphina
- Evoplay
- Gamebeat
- Gamzix
- Habanero
- NetGame
- Playson
- Spinomenal (Including Retro Gaming)
- Tom Horn Gaming
- Triple Cherry

The granting of the written consent is solely in the Distributor's discretion. The written consent shall be effective for the period of one calendar month following the granting of the written consent, unless otherwise stipulated in the written consent. The Operator agrees and understands that the written consent can be changed or withdrawn by the Distributor at any time, however the change or the withdrawal shall be written and sent to the Operator. The change or the withdrawal of the written consent shall be effective upon its sending to the Operator. For the avoidance of doubt, the Distributor shall not be liable for any damages from the change or the withdrawal of the written consent.

Miscellaneous

The Licensed Software of Live Dealer Providers may contain an active function that allows End Users to pay "Tips" to live dealers while playing the Licensed Software (activating or deactivating Tips is solely in the Distributor's discretion). In such case the revenue of the Operator originated from Tips will be charged by the Distributor to the Operator at a rate of 100%."

5. The Parties hereby agree to amend the Annex 2 to the Agreement by adding the following Provider (brands) into the list of the Providers (brands):

- "Pragmatic Play"



6. The Parties hereby agree to amend the Annex 3 to the Agreement by adding the following row into the table contained therein:

<i>"Pragmatic Play</i>	<i>Australia, France, India, Iran, Israel, North Korea, Myanmar, Philippines, Singapore, Taiwan, UAE, USA, Syria</i> <i>Bahamas, Belgium, Bulgaria, Colombia, Canada, Denmark, Gibraltar, Great Britain, Greece, Italy, Lithuania, Netherlands, Portugal, Romania, Serbia, South Africa, Spain, Sweden, Ukraine</i> <i>For Licensed Software of Pragmatic Play - Peaky Blinders shall additionally apply the following restricted territories:</i> <i>Belgium, Hong Kong, Sudan, Syria, Turkey, UK, Netherlands, Russia</i>	<i>N/A"</i>
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7. The Parties hereby agree to amend the Agreement by adding a new Annex 8 which shall be an integral part of the Agreement and whose wording shall be as follows:

**"Annex 8
Specific Conditions Applying to Pragmatic Play**

*The following regulation shall apply to the Operator's use of the Licensed Software of the Provider Pragmatic Play ("**Pragmatic Play**") in addition to the conditions specified in the rest of this Agreement:*

PRAGMATIC PLAY GAMES SUB-LICENSE

- 1.1. *The Operator shall take all reasonable actions required to prevent End Users or any third-party from using the Licensed Software of Pragmatic Play for money-laundering purposes.*
- 1.2. *The Operator and End Users shall not engage in illegal business practices, including the theft of End Users data from others.*
- 1.3. *The Operator acknowledges that none of its activities (including promotion and marketing activities) may include content, materials or services which are in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable. For the avoidance of doubt, it shall be in the Distributor's reasonable discretion to determine which activities shall be deemed unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethnically or otherwise objectionable.*
- 1.4. *The Operator undertakes to use its commercially reasonable endeavours to ensure that the operations through the websites listed in the Annex 4 shall operate on an on-going basis, without-interruption (24/7), and that it shall maintain on-going maintenance and retain the required support to assure such on-going activity.*
- 1.5. *The Operator shall report any wins generated on the Licensed Software of Pragmatic Play which exceed EUR 50,000 (fifty thousand Euros) ("**Exceeding Win**") within 24 hours to the Distributor and the Operator shall not pay out any funds to the End Users, who generated such wins, without Distributor's approval. When reporting a win, the*



Operator shall also provide the following information: which game and website did the Exceeding Win occur on and the round ID.

- 1.6. The Licensed Software of Pragmatic Play shall be separated into the following games categories: Slots, Live Casino – Generic Tables, Table Games and RNG Games, Scratch Cards. GGR generated by the Operator shall be calculated for each of these categories separately. Furthermore, GGR for each of these categories shall be calculated separately for territories defined in the Annex 3 to this Agreement as a territory that require from the Operator to hold Gambling Licence (territories written in bold letters) in row dedicated to Pragmatic Play (“**Restricted Territories**”) on one side and for all other territories on the other side. Any negative GGR generated by the Operator on any of the game categories (either in Restricted Territories or outside of them) shall be set to zero for the purpose of calculating the Licence Fee.
- 1.7. The Operator shall pay an extra fee as part of the Licence Fee (in addition to the basic Licence Fee set for the Licensed Software of Pragmatic Play in the Annex 1 in accordance with the following table:

Pragmatic Play Licensed Software	Extra fee
Side bets of Live Casino Generic Table	3,7% of GGR generated by all sidebets
Live Casino Generic Table - Blackjack Table	EUR 0.12 (zero Euro twelve cents) per bet when the minimum bet is EUR 10 (ten Euro) or below (Extra fee shall apply only to the base bet and shall not include, inter alia, side bets, double bets or split bets, extra fee shall not apply to Blackjack tables Azure Studio 1 and Green Studio) (“ Extra Blackjack Table Fee ”)

- 1.8. List of Live Casino Generic Table – Blackjack Table specified below (“**Blackjack List**”) on which shall apply the Extra Blackjack Table Fee shall be the following:
 - Blackjack 17 - Azure
 - Blackjack 18 - Azure
 - Blackjack 19 - Azure
 - Blackjack 20 - Azure
 - Blackjack 21 – Azure
 - Blackjack 27 - Azure
 - Blackjack 28 - Azure
 - Blackjack 29 – Azure
- 1.9. The Operator agrees and acknowledges that Distributor shall have the right to unilaterally change the Blackjack List and/or Extra Blackjack Table Fee with prior written notice to the Operator. The change or the withdrawal of the Blackjack List shall be effective upon its sending to the Operator. For the avoidance of doubt, the Distributor shall not be liable for any damages from the change or the withdrawal of

- the Blackjack List and the Extra Blackjack Table Fee before such a change shall be payable in full to the Distributor as define in 1.7.*
- 1.10. *The following branded games shall be subject to the terms set out in table below in addition to general use and conditions of the Agreement and this Annex:*

<i>Pragmatic Play – branded game</i>	<i>Additional terms*</i>
<i>Peaky Blinder</i>	<i>Excluded Languages:</i> Turkish, Mandarin, Cantonese <i>Excluded Domain Extensions:</i> .co, .uk, .tr, .hk, .sg, .ir, .sy, .sd, .kp <i>In accordance with Annex 3 of the Agreement the following territories are additionally prohibited:</i> UK, USA, Hong Kong, Turkey, France, Belgium, Spain, Singapore, Iran, Syria, North Korea, Sudan

For purpose of this Annex “Excluded Languages**” means that the Operator, in order to use branded games of Licensed Software Pragmatic Play, shall not make the websites, on which branded games of Pragmatic Play are offered to End Users, available in languages that are expressly excluded in the table above.*

For purpose of this Annex “Excluded Domain Extensions**” means that the Operator, in order to use branded games of Licensed Software Pragmatic Play, shall not have websites with extensions expressly excluded in table above.”*

8. This Amendment shall become effective on the day of its signing by the Parties.

[SIGNATORY PAGE FOLLOWS]



Signatory Page

Date 29 August 2024

On behalf of the **Distributor**

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SIGNED
BY Volodymyr Riazhechkin

Date: 26.08.2024

On behalf of the **Operator – Wot N.V.**



SIGNED BY: Gouloud Hammoud f/obo
Guardian Corporation Curacao B.V.;
Corporate Director

Date _____

On behalf of the **Payment Processor**



SIGNED
BY Ak-Tolkyn Zhetkergenova