

SOFTWARE LICENSE AND DISTRIBUTION AGREEMENT

THIS AGREEMENT is made on the 13 th day of April 2023

BETWEEN:

- (1) The Licensor "LIVE VEGAS" LLC, a company incorporated in Armenia with a registered office at Avanesov Dead street, b.3, apt. 20, Yerevan, Armenia 0087 and with company registration number: 00485681; and
- (2) The "Licensee": PlayDOM B.V. a company incorporated in Curacao, registration number 145097, with its registered office at Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, P.O. BOX 6248, Curacao,
- (together the "Parties" and each a "Party")

WHEREAS:

- The Licensor has agreed to license its proprietary technology and software to Licensee for its use in Licensee's online gaming business; and
 - The Licensee Distributor is a platform aggregator of various third-party game content integrated into its own platform and wishes to obtain the right to make the games defined in this Agreement available to its Operators.
- The Parties have decided to enter into this Agreement with the terms set out below.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires

"Commencement Date"

The effective date is the date of full execution of this Agreement. Should the Agreement be signed on two different dates, the latter shall be regarded as the effective one.

"Confidential Information"

means, information in respect of an individual or the Party relating to:

its business methods, plans, systems, finances, or projects;

its trade secrets; other provision of products or services of the individual or the party to which it attaches confidentiality or in respect of which it holds an obligation to a third party.

"Documents"

includes, but is not limited to, inventions, improvements, promotions, formulas, designs, models, prototypes, programs, sketches, drawings, manuals, Source Codes, and plans.

"End User"

means, an individual whom the partner of the Licensee permits to access and utilize the Gaming Software.

"Non-Exclusive Right"

means the non-exclusively, non-transferable right provided by the Licensor to the Licensee to distribute Gaming Software on the specified geographic region

according to specific terms underlined in Schedule 2 of this Agreement.

"Fees"

means, the amount to be paid by the Licensee to the Licensor in consideration of the Gaming Software, in accordance with clause 4 hereto;

"Gaming Software"

means all current and future games of the Licensor underlined in Schedule 1 of this Agreement and which have been made available for commercial use, including but not limited to all underlying and associated software, back-end administration tool, code, logic, documentation, and graphics, that provide for an electronic gaming or betting experience;

"Gross Gaming Revenue" or "GGR"

means, the aggregate gross revenue generated by the Licensee through the operation of the Gaming Software, which is calculated as total bets less wins.

"Intellectual Property"

means, any patent, registered or unregistered trademark or service mark, copyright, registered design or mark, any application for any of the foregoing, any right in respect of technical or commercial information, and any other form of protection;

"Schedule"

means the schedule annexed and signed as relative hereto;

"Source Code"

means, the version of any computer software program in human readable form;

"Tips"

means the amount that the end user gives to dealers as tips in Online Games.

"Working Day"

means, a day (not being a Saturday, Sunday, or public holiday, or a day on which the Party has advised the other Party that he or she will be on holiday).

2. Grant of license

2.1 Subject to the terms and conditions, hereof Licensor hereby grants to Licensee the right to use the Gaming Software in connection with the operation of the online games as contemplated herein. For the avoidance of doubt, the Licensee is not entitled to resell the Gaming Software to third-party operators for them to make the games available to end-users.

2.2 For the avoidance of doubt, it is hereby stated that the Licensee is not entitled to sub-license the Gaming Software via its distributing partners. For the sake of clarity, distributing partners are legal entities having internal or other contractual relations with the Licensee in regard to the distribution of online gaming services.

2.3 Nothing in this Agreement shall prohibit Licensee from obtaining licenses and gaming software from other third-party providers.

2.4 It is hereby stated that the provisions of this Agreement, including but not limited to commercial terms prescribed under clause 4, shall not be applied for the

operation of the Gaming Software by the Licensee in the Asian market, which shall be negotiated by the Parties separately.

3. Representations And Warranties

3.1 Licensors warrants and represents to Licensee as follows:

- 3.1.1 It has the necessary capacity to enter into this Agreement and to perform its obligations hereunder;
- 3.1.2 Licensors shall provide the Licensee with the service that enables End Users to access the Gaming Software;
- 3.1.3 Licensors warrants that neither its performance of this Agreement nor the use of the Licensors IP or gaming data contained in the Gaming Software will infringe the rights of any third party;
- 3.1.4 Neither the execution of this Agreement nor the performance of its obligations hereunder, shall cause it to breach any of its obligations under agreements with third parties;
- 3.1.5 it will use reasonable skill and care in performing its obligations in this Agreement;
- 3.1.6 it shall take all reasonable measures to ensure, in accordance with best industry practice, that the Gaming Software is delivered free from viruses, software bugs, time bombs or similar malware or errors; and
- 3.1.7 there are no claims or proceedings, existing or pending, with regard to the Gaming Software, that might affect the ability of the Licensors to meet and carry out its obligations under this Agreement.
- 3.1.8 Licensors warrants that if program errors (defects in the Gaming Software) occur Licensors will use its best efforts to procure the correction of such errors on a timely basis.

3.2 Licensee warrants and represents to Licensors as follows:

- 3.2.1 Licensee has the necessary capacity to enter into this Agreement and to perform its obligations hereunder;
- 3.2.2 Licensee will use the Gaming Software only in accordance with this Agreement and will operate in compliance with the restrictions set out in this Agreement;
- 3.2.3 Licensee will pursue the operation of the online games during the term of this Agreement in a lawful manner and to reasonable commercial standards.
- 3.2.4 Licensee shall use its best efforts to actively and effectively advertise the market and promote the Gaming Software. For these purposes, Licensors shall permit the Licensee to use appropriate content and trademarks of the Licensors on the Licensee's websites.

4. Fees

4.1 License Fee

In consideration for the provision of the Gaming Software, the Licensee shall pay to the Licensors a License Fee equal to the hereinafter table:

GGR per Month EUR	Licensor share percent	Licensee share percent
0-200.000	10	90
200.001-500.000	9	91
Over 500.001	8	92

Licensee shall pay the Licensor an additional monthly Fee of 54.000 (ten thousand) EUR for the four (4) dedicated tables, for the first-month payment, which shall be 54.000 EUR when the product will be live and 108.000 EUR prepayment for the last two months in advance to set up the studio and personal hiring for the project. ¶

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Each Party shall be responsible for paying its own value-added taxes or other taxes, duties, or governmental charges, whether presently in force or which may come into force in the future, in relation to this Agreement.

The Tips shall be shared between the Parties as follows:

For the Licensor: 80%

For the Licensee: 20%

4.2 Currency

All sums payable by the Licensee to Licensor under this Agreement shall be made in Euros or in any other currency including cryptocurrency (mainly USDT) that may be mutually agreed by the Parties. ¶

The Parties have mutually agreed that an advance payment of 108,000 EUR (prepayment) for the last two months in advance for the installation of the studio and a personal set for the project must be paid in cryptocurrency.

The conversion to EUR shall be made on the last day of calendar month for which the respective invoice relates, according to the rate shown by www.xe.com or in the event that such website becomes unavailable to a similarly internationally recognized currency conversion website

4.3 Payment Terms

Licensee shall have five (10) days to settle the monthly Licensee Fee after receiving the invoice issued by the Licensor.

5. Late Payment

If the Licensee fails to make any payment due to the Licensor under Clause 4 by the date, it falls due, without prejudice to any other right or remedy available to the Licensor, the Licensor shall be entitled to charge the interest one and a half (1.5) percent for each late day of the payment. All due payments Licensee shall pay within three (3) Working Days after receiving written notice giving full particulars of the payment due.

6. Liability And Indemnification

- 6.1 In no event will either party or any associate, affiliate, parent, or subsidiary corporation of either party, be liable for incidental, indirect, special, or consequential loss or damages, or for any loss or damages whatsoever resulting from loss of use of the gaming software, or from any loss of data, lost profits, anticipated savings, business opportunity or goodwill, in each case arising out of

or in any way connected with the online games or arising out of or in connection with this agreement or the use or performance of the gaming software.



- 6.2 The breaching Party agrees to indemnify and keep the suffered Party and its associates, affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly from the breach of its obligation and/or warranties under this Agreement and/or brought under any law, including without limitation any government department or agency as a result of its illegal use of the Gaming Software, or illegal operation and management of the Gaming Software.
- 6.3 The Licensee undertakes to defend the Licensor from and against any claim or action that the possession or use of the Gaming Software, or any part thereof, made in accordance with the terms of this Agreement infringes the intellectual property rights of a third party (a "Claim") and shall fully indemnify and hold harmless the Licensor from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Licensor as a result of, or in connection with, any such Claim.
- 6.4 Any financial losses due to game errors or bugs that obliges the Licensee to make payment to its End-Users will be paid by the Licensee to the End-Users. For the sake of clarity, Licensor is not liable for any type of Licensee's financial losses.

7. Intellectual Property

- 7.1 All and any Intellectual Property Rights related to the Gaming Software provided by Licensor under this Agreement remains the sole property of the Licensor.

8. Coming into Force and Duration

This Agreement shall enter into force as of the Commencement Date and shall be automatically renewed for successive periods of one year unless either Party gives at least two months prior written notice of non-renewal to the other Party.

9. Termination

- 9.1 Either party may terminate this Agreement at any time by giving the other Party not less than two (2) months prior written notice.
- 9.2 The Licensee may terminate this Agreement with immediate effect by giving written notice to the Licensor if the Licensor:
- commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days of receiving written notice giving full particulars of the breach and requiring the same to be remedied;
 - becomes bankrupt, has a bankruptcy order made against him, has a trustee in bankruptcy appointed over his assets, or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Licensor.



- 9.3 The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if the Licensee:
- commits any breach of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days of receiving written notice giving full particulars of the breach and requiring the same to be remedied; or
 - goes into liquidation or receivership, has a receiver appointed over a significant part of its assets, or takes or suffers any similar action as a result of debt or anything analogous occurs under the law of any jurisdiction in relation to the Licensee.
- 9.4 The right to terminate this Agreement in accordance with this Clause 9 shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.

10. Effects of Termination

Upon the termination of this Agreement for any reason:

- 10.1 any sum owing by either party to the other under any provisions of this Agreement shall become immediately payable;
- 10.2 each party shall forthwith cease to use, either directly or indirectly, Gaming Software, any Confidential Information, and shall forthwith destroy or return to the other party any documents and copies in its possession or control which contain or record any Confidential Information;
- 10.3 any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and
- 10.4 except in respect of accrued rights, neither party shall be under any further obligation to the other.

11. Confidentiality and Data protection

Each party to the Agreement shall at all times keep confidential (and take reasonable steps to procure that its employees and agents shall keep confidential) and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information.

Each Party shall comply with its obligations under all applicable data protection laws in respect of the services to be provided under this Agreement (General Data Protection Regulation that came into force on 25th May 2018). Each Party agrees in respect of any such personal data supplied to it by the other Party that it shall: (a) only act on instructions from the other Party regarding the processing of such personal data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data; and (b) comply with any reasonable request made by the other Party to ensure compliance with the measures contained in this Section.



12. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between the Licensor and the Licensee.

13. No Waiver

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Severance

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

15. Entire Agreement

- 15.1 This Agreement contains the entire agreement between the parties and supersedes and replaces all previous agreements and understandings between the parties.
- 15.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.
- 15.3 Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into the Agreement, and a party's only remedy is for breach of contract. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

16. Non-Solicitation

- 17. The Licensee shall not during the term of this Agreement and for a period of 2 (two) years thereafter knowingly recruit, solicit, entice away, or request services from the employees of the Licensor without the prior written consent of the Licensee.

18. Non – Assignment

This Agreement is personal to the parties, and neither party may assign, mortgage, charge (otherwise than by floating charge), or sub-license any of its rights hereunder.

19. Notices

- 19.1 All notices to be given under this Agreement by either party to the other shall be in writing and shall either be delivered personally or sent by first class prepaid post or airmail prepaid post or by telex, cable, facsimile transmission, or email and shall be deemed duly served:
 - in the case of a notice delivered personally, at the time of delivery;
 - in the case of a notice sent inland by first class prepaid post, 2 Working Days after the date of dispatch;
 - in the case of a notice sent overseas by airmail prepaid post, 7 Working Days (being Working Days in the place to which the notice is dispatched) after the date of dispatch; and
 - in the case of telex, cable, facsimile transmission, or email, if sent during normal Working Hours, then at the time of transmission, and if sent outside normal Working Hours, then on the next following Working Day.



19.2 All notices to be given under Sub-clause 16.1 shall be delivered:
in the case of the Licensee, to:
Email address:
general@playdom.online
and
casino@ggr.group and copy to info@g-force-corporate-services.com
Attn: PlayDOM B.V.

in the case of the Licensor, to:
Email address tigran.ayvazyan@livevegas.live
Attn: Tigran Ayvazyan
or to such other addresses as may be notified to
either party by the other party in writing from time
to time.

20. **Applicable Law and Jurisdiction**

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Armenia.
- 20.2 The parties agree to submit to the exclusive jurisdiction of the Republic of Armenian courts.

21. **Counterparts**

This Agreement may be signed and transmitted by the Parties in digital form (for example .jpg, .pdf, .tif), and if so signed and transmitted, shall be deemed to have the same effect as if the original signature had been delivered to the other Party.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties as signed bellow:

Signed by



For and on behalf of the Licensor

Name and Position: Tigran Ayvazyan
Director

Signed by

A handwritten signature in blue ink, appearing to read "Gouloud Mercedes Hammoud".

For and on behalf of the Licensee

Name and Position: Gouloud Mercedes Hammoud
Director for and on behalf of G-Force Corporate Services B.V.;
Director for and on behalf of Global Related Services B.V.,
Statutory Director

Schedule 1 – Gaming Software

The following live games are provided:

Russian Poker

Oasis Poker

Texas Poker

Ultimate Texas Poker

6 Card Poker

Black Jack

New live games will be provided on a case-by-case basis.



Schedule 2 – Non-exclusive Terms

Hereby the Licensor grants the Licensee a non-exclusive, non-transferable right to distribute the Gaming Software.

The breach by the Licensor of the warranties mentioned herein shall be considered to be a material breach of this Agreement.

