

ADDENDUM TO SOFTWARE LICENSING AGREEMENT

This Addendum is made on the 7th day of March 2023 (the "**Effective Date**").

BETWEEN

1. Intuition Software Solutions Limited, a private company incorporated in accordance with the laws of Isle of Man, with company registration no. 015901, headquartered at Chancery House, 2 Albert Street, Douglas, IM1 2QA, Isle of Man, duly represented in the purpose hereof by Christopher John Davies acting as director ("**Licensor**");

And

2. JMS Investment Group N.V., a company incorporated in accordance with the laws of Curacao, with registration no. 139753, headquartered at Kaya Richard J. Beaujon z/n, Curacao, duly represented in the purpose hereof by Global Related Services B.V. acting as director ("**Licensee**").

The above hereinafter also referred to individually as "**Party**" or collectively as "**Parties**";

WHEREAS:

- A. The Parties entered into a Software Licensing Agreement (the "**Agreement**") on the 16th of October 2019.
- B. The Parties wish to amend the Agreement in order to include Virtual Games and Live Casino Network Games (as defined herein) in accordance with and subject to the terms and conditions set out in this Addendum.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. In this Addendum, the following terms shall have the meaning stated below:
 - 1.1. Addendum** means this present addendum to the Agreement, which may be amended by the Parties from time to time pursuant to the Agreement;
 - 1.2. Branded Games** means the game(s) developed by the Licensor using any third-party property or assets, as may be subject to additional commercial and regulatory terms, which, upon written acceptance on a case by case basis, shall be deemed to be considered as Games forming part of the Gaming Platform.
 - 1.3. Live Casino GGR** means, for each Month in respect to the Live Casino Network Games, the Bets on the Live Casino Network Games less Wins actually paid by the Licensee to End Users;
 - 1.4. Live Casino Network Games** means online live casino games, which are part of the Games, made available on the Game Library whose availability is subject to the discretion of the Licensor and subject to the commercial terms set out in Schedule 2.
 - 1.5. Roulette Native Language Tables** means generic live casino roulette table(s), which are part of the Games, wherein the dealer is a native speaker of the language including

but not limited to German and Italian, the availability of which is subject to the Licensor's discretion and subject to the commercial terms set out in Schedule 2 of this Agreement;

1.6. Virtual Games means those games developed by or licensed to the Licensor and which include a selection of themed RNG-based fixed odds virtual sports products, and which form part of the Games made available on the Game Library whose availability is subject to the discretion of the Licensor and subject to the commercial terms set out herein.

1.7. Wins is defined as the total amount of winnings during games as a result of wagers made by End Users.

1.8. Unless explicitly stated otherwise in this Addendum, all terms defined in the Agreement shall have the same meaning in this Addendum.

1.9. Any capitalized terms contained herein shall have the same meaning as the capitalized terms in the Agreement.

2. The Parties hereby agree that any games defined as Virtual Games and Live Casino Network Games by the Licensor shall be considered a Game and shall be subject to any terms relating to the Games as stated in the Agreement.
3. Notwithstanding anything to the contrary in the Agreement, the number and type of Virtual Games and Live Casino Network Games licensed by the Licensor to the Licensee shall be at the Licensor's sole discretion and may be determined by the Licensor at any time.
4. The Licensee hereby acknowledges and accepts that the Licensor may, at its sole discretion, withdraw or limit at any time the Licensee's right to use any of the Virtual Games and Live Casino Network Games.
5. Licensee acknowledges and agrees that all property and rights including intellectual property rights in work arising from or created, produced or developed by the Licensor and/or its affiliates (whether alone or jointly with others) under or in the course of this Addendum shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Licensor and Licensee shall acquire no right, title or interest in or to the same. Licensee hereby assigns to the Licensor as legal and beneficial owner with full title guarantee all rights of any nature throughout the world, whether present, vested, contingent or future, in the aforementioned work that may at any time during or after the term of the Agreement come to be vested in Licensee, to hold the same unto the Licensor, its successors and assigns, for the full period of all such rights and any renewals, reversions and extensions of the same throughout the world and in this regard waives any and all so-called moral rights or 'droits moral' that it may enjoy in the same to the fullest extent permitted by law.
6. Notwithstanding any provision to the contrary contained herein, Licensee shall be responsible for all regulatory costs, fees and/or taxes payable to any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, department, commission, authority, tribunal agency and/or Gaming Regulator (the "**Governmental Agencies**") for making the Virtual Games and Live Casino Network Games available through the Licensee's Websites in any jurisdiction and any other charges which may be imposed by Governmental Agencies on Licensee with respect to the provision of Virtual Games and Live Casino Network Games by the Licensor to the Licensee under the Agreement.



7. As of the first Month and thereafter with respect to any transaction entitling Licensor to Licence Fee arising from the use of Virtual Games and Live Casino Network Games, Licensee shall pay Licensor as follows where the Licence Fee is a revenue share calculated each Month as a percentage of Gross Gaming Revenue (“GGR”) of Virtual Games and Live Casino Network Games (“**Virtual Games and Live Casino Network Games Licence Fee**”):

For illustrative purposes only, the below is an example of the calculation of the Licence Fee on a tiered revenue share basis: Where the GGR in a month is €600,000, the 10% rate shall apply on the first €500,000 and the 9% rate shall apply on the remaining €100,000.

Type of Game	GGR and Licence Fee	Additional Terms
Live Casino Network Games	EUR 0 – EUR 500,000: 10% (ten percent) Over EUR 500,000: 9% (nine percent) <i>Calculated on GGR.</i> <i>For the avoidance of doubt, the following volumes shall be accounted for separately:</i> <i>Volumes generated from regulated markets and unregulated markets;</i> <i>Volumes generated from different regulated markets; and</i> <i>Volumes generated from different continents</i>	Licensee shall additionally pay the Licensor a fee equal to three percent (3%) of the Live Casino Gross Gaming Revenues generated by the sidebets for any and all side bets, including but not limited to “21+3” and “Perfect Pair”. Licensee shall additionally pay the Licensor a fee equal for Blackjack tables in Azure Studio 2 and all other studios – €0.08 per base bet, charged for all bets on Generic Blackjack tables where the minimum bet is twenty-five Euro (€25) or below, and which fee shall apply only to the base bet (and shall not include, inter alia, side bets, double bets or split bets). Roulette Native Language Tables: The Licensor shall also offer Roulette Native Language Tables to the Licensee. In addition to the Live Casino Licence Fee due for the provision of Roulette Native Language Tables, during the term of this Agreement, the Licensee shall pay the Licensor an additional monthly fee of three thousand Euro €3,000 (which fee is calculated on a per language basis). Branded Games: The Licensee shall, except as otherwise determined by the Licensor in writing, additionally pay a monthly licence fee equal to three percent (3%), calculated on Live Casino Network Games GGR, over and above the Live Casino Network Games Licence Fee set out herein, for every Branded Game the Licensee makes available to its End Users (in accordance with Schedule 3 of this Agreement).

		For the duration of the Agreement, the Licensee commits and undertakes as follows: • To place a minimum of five (5) Live Casino Games positioned in the top six (6) thumbnails of the Top/Popular/Live Casino categories of each Website; • To place a minimum of three (3) Live Casino Games in the top five (5) thumbnails of each Live Casino Game category (Roulette/Blackjack/Baccarat/Game Shows); • To the extent permitted by Applicable Law, to participate in all Licensor's network promotions with all participation criteria fulfilled on each Website, including but not limited to a separate, dedicated tab for Drops&Wins, provided that where Drops&Wins is not permissible by Applicable Law or otherwise made available by the Licensor, the Licensor shall create a separate, dedicated section or category with the Licensor's Live Casino Games on each Website; • To make a minimum of one (1) banner available on each Website at all times promoting the Licensor's Live Casino Games; • To the extent permissible by Applicable Law in the Territory, to release of all new Live Casino Games on the release date; • To disable all Live Casino lobbies of all suppliers of live casino games; and • To implement Dynamic Games Access on every Live Casino direct launch thumbnail. (the "Live Casino Marketing Commitments")
Virtual Games	EUR 0 – EUR 500,000: 9% (nine percent) Over EUR 500,000: 8% (eight percent)	The Licence Fee rate will apply with respect to any amount of GGR generated by the following Virtual Games or any other Games the Licensor may determine is a Virtual Game from time to time: • Horse Racing • Penalty Shootout • Greyhound racing • Fantastic League (single game, and league or

	Calculated on GGR. For the avoidance of doubt, the following volumes shall be accounted for separately: 4. Volumes generated from regulated markets and unregulated markets; 5. Volumes generated from different regulated markets; and 6. Volumes generated from different continents	weekly rounds) • Force 1 (car) racing Branded Games: The Licensee shall, except as otherwise determined by the Licensor in writing, additionally pay a monthly licence fee equal to three percent (3%), calculated on Virtual Games GGR, over and above the Virtual Games Licence Fee set out herein, for every Branded Game the Licensee makes available to its End Users (in accordance with Schedule 3 of this Agreement).
--	--	--

8. This Addendum shall enter into effect as of the Effective Date, and shall continue for the duration of the Agreement, unless otherwise modified or terminated by the Parties in accordance with the terms set out in the Agreement.

9. Unless explicitly provided otherwise in this Addendum, all defined terms herein shall have the same meanings ascribed thereto in the Agreement.

10. For the avoidance of doubt, it is hereby clarified that the amendments above shall be incorporated into the Agreement and shall constitute an integral part thereof. It is further clarified that the Agreement shall be modified only as explicitly specified above and all the other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency between the terms of the Agreement and the herein Addendum, the terms of the herein Addendum shall govern and be paramount.

11. This Addendum, together with the Agreement and any documents referred to in it, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

C J Davies
C J Davies (Mar 15, 2023 15:45 GMT)

Intuition Software Solutions Limited

Name: Cristopher John Davies

Title: Director

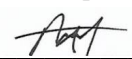


JMS Investment Group N.V.

Name: Gouloud Hammoud f/obo

Global Related Services B.V.

Title: Corporate Director



Name: Cem Sisman

Title: Managing Director