

SOFTWARE (PLATFORM) AND SERVICES AGREEMENT

1. IDENTIFICATION OF THE PARTIES

1.1 This software and services agreement (the "**Agreement**") is made effective as of 22 February, 2024 ("**Effective Date**"), by and between:

1.1.1 Globonet B.V., Company Reg. No. 146296, having its registered office at Kaya Richard J. Beaujonz/n, Curacao (hereinafter referred to as the "**Licensor**"); and

1.1.2 Winlink B.V., a company incorporated under the laws of Curaçao, having its registered office at Kaya Richard J. Beaujon z/n, Landhuis Joonchi II, Willemstad, Curaçao (hereinafter referred to as the "**Licensee**").

Licensor and Licensee shall be collectively referred to as the Parties.

1.2 The Licensor operates in the field of services related to the software development and related fields.

1.3 The Licensor is the owner of the Software (as defined below); and

1.4 The Licensee wishes to obtain the Software from Licensor with the ability to use it under its own brand name(s) by using a customized branded interface (hereinafter referred as "**CBI**") provided by Licensor, and the Licensor agrees to grant the right to use the Software (as defined below).

1.5 The Parties are independent entities, each with their own entrepreneurial, financial, and legal responsibilities.

2. GRANT OF THIS LICENSE

2.1 During the Term (as defined below Section 12) and subject to the Licensee's payment of the License Fee, the Licensor hereby grants the Licensee a non-exclusive, non-transferable, non-sublicensable right and license, bearing a License Fee, to use the Software which means the turnkey casino product and any related proprietary software applications including but not limited to, the CBI, the back office and the documented access and integration methods and routines via which the Software shall be made available ("**API**"). This license is granted for the purpose of:

- (i) enabling End Users who are persons who register with and fully accept the terms of the website(s) and who are residents of the territory to use the Software; and
- (ii) advertising, marketing, and promoting the Software via the customized branded Interface in the territory, in accordance with the terms and conditions herein (the "Licensed Rights").

2.2 Licensor retains the right to grant licenses with respect to the Software to third Parties. Licensor may produce and license software or other products with the same features as the Software or the customized branded interface.

2.3 Licensor reserves the right to block jurisdictions after providing the Licensee with 10 working days' advance notice. The Licensee agrees not to allow End Users located in the Excluded Territories which mean the following jurisdictions: United States of America, Republic of Armenia, Aruba, Australia, Bolivia, Bonaire, Curacao, France, Libya, Netherlands, Saba, Singapore, Statia and St Maarten and any other jurisdiction, in which the products and services are or become



strictly prohibited register an account or provide gaming services to them. Failure to comply may result in Licensor blocking access to the Software.

2.4 The Licensee may not offer the Products and Services in specific territories, including but not limited to the ones mentioned above.

2.5 The Licensee acknowledges that certain jurisdictions may restrict the use of third-party products and services at Licensor's discretion.

3. WARRANTIES

3.1 Licensor represents that it has the necessary experience, expertise, and intellectual property rights to provide the Software as per this Agreement.

3.2 Each party represents and warrants that:

3.2.1 It has the legal capacity and authority to perform its obligations under this Agreement.

3.2.2 Entering into this Agreement and its performance will not breach any other agreements.

3.2.3 There are no pending or threatened actions that would impair its ability to carry out its obligations under this Agreement.

3.2.4 Neither party nor its associates are involved in financing terrorism or money laundering activities.

3.3 The Licensee warrants that it will not include content or items that:

3.3.1 Promote discrimination based on various factors.

3.3.2 Promote violence or illegal activities.

3.3.3 Contain obscene, sexually explicit, or harassing content.

3.3.4 Facilitate unauthorized distribution of copyrighted material.

4. THE SOFTWARE AND THE SERVICE

4.1 The Licensor shall provide the Licensee with access to the Software, including the back office, as specified herein.

4.2 The Licensor shall provide the Licensee with the services as stipulated herein. Nothing in this Agreement shall prohibit the Licensor from rendering any of the Services to any third party.

4.3 The Software shall be connected to the Licensee's server(s) remotely over the Internet, subject to applicable legislation. Third-party products shall be managed and hosted on third-party partners' facilities under their sole responsibility. The Licensor shall have access to data concerning the End Users' use of the games.

4.4 The setup of the Licensee's system shall be performed in accordance with the project scope, an inseparable part of this Agreement.

4.5 The Licensor shall not be liable for any failure to provide the Software due to delays by the Licensee or events of Force Majeure.



4.6 The custom branded interface (CBI) shall be customized by the Licensor according to the Licensee's preference within Licensor's guidelines.

4.7 The CBI and Software are provided "as is," and the Licensor shall not be liable for any errors or malfunctions, except as provided herein. The Licensor does not warrant that the Software will meet any special requirements or generate revenues or profits for the Licensee.

4.8 The Software shall be made available and displayed to End Users in English. Changes to End User currency and/or language settings require Licensor's prior written consent. Additional language and currency options may be added subject to agreement between the Parties.

4.9 All payments shall be calculated in EUR. The exchange rate for specific calculations shall be as mentioned herein.

4.10 The Services are provided in English.

4.11 Events which mean any event or game, the outcome or result of which is available for the End User to wager or through the CBI shall be determined by the Licensor. The Licensee shall ensure compliance with local regulatory requirements.

4.12 Certain Products and services may be obtained by the Licensor from third-party providers, as detailed herein. The Licensee shall use such elements in compliance with prescribed terms and conditions.

4.13 The Licensor shall not be responsible for third-party service or products.

4.14 The Licensee acknowledges the due diligence process with third-party providers and agrees to provide necessary corporate documentation. Licensor may adjust offerings upon request from third-party providers.

4.16 The Licensor may suspend or terminate the supply of third-party products under certain conditions.

5. OBLIGATIONS OF THE LICENSEE

5.1 The Licensee shall use the Software in compliance with applicable legislation.

5.2 The Licensee shall comply with statutory, licensing, and regulatory obligations for its gaming operation.

5.3 The Licensee is responsible for day-to-day operational activities and relationships with End Users and authorities.

5.4 The Licensee shall market and promote the Software effectively and in compliance with applicable legislation.

5.5 The Licensee shall ensure End Users agree to the end-user license agreement and privacy policy.

5.6 The Licensee shall handle all financial transactions with End Users.

5.7 The Licensee shall prevent fraud and money laundering related to the Software.

5.8 The Licensee shall prevent access to the Software from prohibited Parties or territories.



5.9 The Licensee shall obtain and retain all necessary permits, licenses, or authorizations required under applicable legislation.

5.10 The Licensee shall pay all fees as stated herein.

5.11 The Licensee grant Licensor a license to use its trademarks for marketing purposes.

6. DATABASE

6.1 The Licensee shall own the database of End Users. Licensor may use End User data as necessary but shall maintain confidentiality and disclose data only as required to fulfil its obligations.

7. FEES AND REQUIRED PAYMENTS

7.1. In consideration of providing the Software and performing all its other obligations under this Agreement, Licensor shall be entitled to receive all the fees and payments (including, without limitation) in accordance with the terms of this Agreement.

7.2. All fees in the Agreement shall exclude any taxes, duties, fees, excises, or tariffs imposed on any of the licensee's activities in connection with the Agreement. Such charges, taxes, duties, fees, excises, or tariffs, if any, shall be borne by the Licensee.

7.3. After the end of each calendar month, Licensor shall issue an invoice to Licensee setting out the License Fees. The invoice shall be paid by Licensee within thirty (30) days from the date of receipt by a bank transfer to a bank account appointed by Licensor.

7.4 The Licensee shall pay the Licensor a monthly License Fee agreed by the Parties in Annex to this Agreement. Parties agreed that payment of License Fee shall be conditional to granting online casino license (permission, authorisation) to Licensee.

7.5. Licensor may raise fees with 30 days' prior written notice if any third-party content provider increases license fees for sublicensed products.

9. CONFIDENTIALITY

9.1. Both Parties agree to protect each other's confidential information from improper disclosure and not to use or disclose such information except for performance under this Agreement.

9.2. Exceptions to confidentiality include information that becomes public without breach, received from a non-confidential source, or disclosed pursuant to applicable laws or judicial orders.

9.4. Breach of confidentiality obligations constitutes a material breach of the Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Software, CBI, and documentation related to the Software, along with Licensor's intellectual property rights, shall remain exclusively owned by Licensor.

10.2. Licensor warrants that the Software does not infringe any third-party rights. Licensor is not liable for any third-party intellectual property infringement related to third-party products used for Software content.



10.3. Licensee may not remove or alter any copyright or trademark notices on the Software and Services.

10.4. Licensee may not use, copy, modify, distribute, or reverse engineer the Software, CBI, or documentation related to the Software without Licensor's authorization.

12. TERM AND TERMINATION

12.1. The Agreement is effective from the Effective Date and valid for 3 years, automatically renewing for 1-year periods unless either party provides 90 days' notice of non-renewal.

12.2. Either party may terminate for material breach not remedied within 30 days or if the other party becomes insolvent. Licensor may terminate without cause with 3 months' notice.

12.3. Licensor may terminate if applicable legislation prohibits Software offering or if Licensor's brand or credibility is threatened legally.

12.4. Licensor may terminate if Licensee fails to commercially launch the Software within 60 days of implementation completion.

12.5. Licensor may discontinue Services and terminate immediately if Licensee fails to pay within 15 days of written notice.

12.7. False statements or declarations to third Parties constitute grounds for immediate termination.

12.8. Termination rights do not affect payment obligations or other remedies available.

12.9. Upon termination, Licensee must cease use of the Software, pay outstanding sums, and return or destroy proprietary material.

12.10. Certain sections, including confidentiality and indemnification, survive termination.

12.11. Upon termination, outstanding balances must be paid, licenses terminated, and references to Licensor removed.

12.12. Licensee must cease all use of the Software and return all material upon termination.

12.13. If Licensee terminates, database integration to another provider's platform may be permitted, subject to negotiated terms.

13. LIMITATION OF LIABILITY

13.1. Neither party is liable for indirect, incidental, or consequential damages, except in cases of gross negligence, wilful misconduct, or non-payment.

13.2. Each party indemnifies the other for infringement of intellectual property rights, violation of laws, or gross negligence.

13.3. Indemnified Parties must promptly notify, assist, and allow exclusive control of defense or settlement by indemnifying Parties.

13.4. Licensor's liability for claims related to the Software does not exceed fees earned or accrued within one month prior to the breach, except for intellectual property breaches.



13.5. These provisions outline the financial terms, confidentiality obligations, intellectual property rights, termination conditions, and indemnification terms of the agreement between Licensor and Licensee.

14. APPLICABLE LAW AND JURISDICTION

14.1. This Agreement is governed by the laws of the Curacao, regardless of conflict of law provisions.

14.2. The Parties submit to the jurisdiction and venue of the courts in Curacao. Licensor reserves the right to pursue proceedings in any other court to protect its rights under this Agreement. This clause survives termination.

14.3. The prevailing party in any proceeding is entitled to actual and reasonable attorney's fees and costs.

15. FORCE MAJEURE

15.1. Neither party is in default or liable for any loss or damage due to delays or failure to perform under this Agreement caused by force majeure, including acts of God, war, accidents, strikes, embargoes, or judicial actions.

15.2. If force majeure prevails for more than three months, either party may terminate the Agreement or seek alternative arrangements through discussions.

16. MISCELLANEOUS

16.1. This Agreement, along with appendices and exhibits, constitutes the entire agreement between the Parties, merging all prior communications. It can only be modified by written agreement signed by authorized representatives of both Parties.

16.2. The Parties perform obligations as independent contractors, and this Agreement does not create employment relations, partnership, joint venture, agency, or franchise.

16.3. Licensee may not assign, sublicense, or transfer its rights or obligations under this Agreement without Licensor's written permission.

16.4. If any provision is deemed illegal, invalid, or unenforceable, the remaining provisions remain in full force.

16.5. No waiver of any breach constitutes a waiver of any other breach, unless in writing and signed by an authorized representative.

16.6. This Agreement does not benefit any third party, including End Users.

16.7. This Agreement is executed in two counterparts, each party entitled to an original copy.

16.8. These provisions establish the governing law, jurisdiction, force majeure conditions, and miscellaneous terms of the Agreement between the Parties.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

By: _____

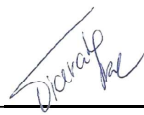
obo Globonet B.V.

Print Name: Gouloud Hammoud

f/obo Global Related Services B.V.

Title: Corporate Director

Date: February 27, 2024

By: _____

obo Winlink B.V.

Print Name: Tiarah Rodriguez-Corasol;

Unlimited Proxy holder

f/obo G-Force Corporate Services B.V.

f/obo Guardian Corporation Curacao B.V.

Title: Corporate Director

Date: February 27, 2024