

DISTRIBUTION AND LICENSING AGREEMENT

This Distribution and Licensing Agreement (the “**Agreement**”) is made and entered on 02.03.2022 (the “**Effective Date**”) by and between

EG Software, a limited liability company, registered in Hong Kong, and having registration number 2540706 and having its registered address at Unit F, 11/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong (“**Licensor**”) and

Globis N.V., a limited liability company, registered in Curacao, and having registration number 155962 (0) and having its registered address at Abraham De Veerstraat 9, P.O. Box 3421, Curacao (“**Distributor**”)

and collectively with Licensor, the “Parties” and each, a “Party”.

W I T N E S S E T H:

WHEREAS, Licensor is engaged, inter alia, in the development, license, distribution of game software and desires to license to Distributor the right to distribute the Game Software as defined herein to End Users, all under the terms and conditions set forth in this Agreement;

WHEREAS, Distributor wishes to become a Licensor’s authorized distributor, and is willing to enter into this Agreement with Licensor in relation to the Game Software on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the agreements hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound hereby, agree as follows:

1. DEFINED TERMS

Unless otherwise clearly indicated, words used in the singular include the plural; plural includes the singular in the same way; and neutral gender includes the masculine and feminine genders. The following terms, when used herein with initial capital letters, have the meanings given in this Section:

- 1.1. “**Affiliate**” shall mean, with respect to a given Person, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the given Person; “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
- 1.2. “**Agreement**” shall have the meaning set forth in the preamble hereof.
- 1.3. “**Bug**” shall mean error, defect, flaw, drawback, including but not limited to (i) any inability to execute commands more than once and without pauses, (ii) data losses or wrong or incorrect output information; (iii) texts with spelling or grammatical mistakes, (iv) any viruses and other damaging programs or functions.
- 1.4. “**Business Day**” shall mean any day the banks are generally open for business other than Saturday, Sunday, or a legal holiday in **Russia**.
- 1.5. “**Commercial Launch**” shall mean the date on which Distributor starts distribution of the Game Software to End Users, which date is defined by Exhibit A.
- 1.6. “**Confidential Information**” shall mean any information of a Party or third-party information under the control of a Party, including technical data, trade secrets, customer information, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, feedback, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, business plans, finances, or other business information disclosed by the disclosing Party either directly or indirectly in writing, orally, or by drawings or inspection of parts of equipment.
- 1.7. “**Distributor Marks**” shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other

distinct brand elements that appear from time to time in properties, products, ventures and services of Distributor or any of its Affiliates, together with any modifications to the foregoing made by such parties during the Term of this Agreement.

- 1.8. **“Distributor Web-site”** means the Distributor’ web-site(s) used by the Distributor for distribution of the Game Software for the End-Users listed in Exhibit A hereto.
- 1.9. **“Effective Date”** shall have the meaning set forth in the preamble hereof.
- 1.10. **“Encumbrance”** shall mean any contract, agreement, arrangement, commitment, letter of intent, memorandum of understanding, heads of agreement, promise, obligation, right, instrument, document, or other similar understanding, whether written or oral, any security interest, deed of trust, mortgage, pledge, lien, charge, claim, or other similar interest or right. The word “Encumber” shall be defined accordingly.
- 1.11. **“End User”** shall mean any Person that uses the Game Software for non-commercial purposes pursuant to the applicable end-user license agreement.
- 1.12. **“Executable Code”** shall mean the fully compiled version of the Game Software that can be executed by an electronic device and accessed by End Users without further compilation.
- 1.13. **“Game Database”** means the database containing all End-User personal and game play related information for the Game Software – e.g., character appearance (face, body, and equipment) and attributes (level, experience points, and skills), item inventory, transactional history, and other statistical data.
- 1.14. **“Gross Sales”** shall mean all sales proceeds received by Distributor from the licensing/distribution of the Game Software, including but not limited to in-game purchases, membership fee, real money commission.
- 1.15. **“Game Software”** shall mean software specified in Exhibit A hereof included therewith in any form and on any media and all fixes, updates, modifications, enhancements and new releases of the foregoing and those related materials sold and/or used in connection therewith which can be played by accessing to the Server and Server Software connected to the Internet.
- 1.16. **“Intellectual Property Rights”** shall mean all worldwide (i) inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), all improvements thereto, patents, patent applications, patent and invention disclosures, and all other rights of inventorship, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof; (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, designs, slogans, product names, corporate names, together with all of the goodwill symbolized thereby and associated therewith, and registrations and applications for registration thereof and renewals thereof; (iii) copyrights (registered or unregistered), copyrightable works, rights of authorship, and registrations and applications for registration thereof and renewals thereof; (iv) integrated circuit designs, cell libraries, electronic masks, net lists, simulations, mask works, semiconductor chip rights, and registrations and applications for registration thereof and renewals thereof; (v) computer software (including without limitation source code, source code engines, source data files, and object code), software development tools (including without limitation assemblers, compilers, converters, utilities, compression tools), libraries, algorithms, routines, subroutines, commented and documented code, programmer's notes, system architecture, logic flow, data, computer applications and operating programs, databases and documentation thereof; (vi) trade secrets and other confidential information (including without limitation ideas, technologies, know-how, manufacturing and production processes and techniques, research and development information, drawings, schematics, specifications, bill of material, designs, plans, proposals, technical data, pricing data, marketing data, financial records, Licensor and supplier lists, and other proprietary information), (vii) copies and tangible embodiments thereof (in whatever form or medium), and all modifications, enhancements and derivative works of any of the foregoing; and (viii) all rights to sue and collect remedies for any past, present and future infringement of any of the foregoing, and

rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

- 1.17. **“License”** shall have the meaning set forth in Section 2.1 hereof.
- 1.18. **“License Fees”** the aggregate of license fee payments due to Licensor, as indicated on Exhibit B with regard to the distribution Game Software by Distributor.
- 1.19. **“Licensor Marks”** shall mean all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and other distinct brand elements that appear from time to time in properties, products, ventures and services of Licensor or any of its Affiliates, together with any modifications to the foregoing made by such parties during the Term of this Agreement.
- 1.20. **“Net Sales”** shall mean Gross Sales, less the following amounts paid or payable by Distributor in connection with such sales: i) any taxes, duties, fees, excises, tariffs; ii) any credits granted for returns, price adjustments, billing errors, chargebacks or other adjustments, iii) transaction processing, collection fees and on-line stores fees.
- 1.21. **“Notifications”** shall have the meaning set forth in Section 11.6 hereof.
- 1.22. **“Person”** shall mean any individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.
- 1.23. **“Sales Report”** shall mean the report, which shall set forth the total amount of License Fees for the applicable fiscal period as further specified in Section 6.2. hereof.
- 1.24. **“Server”** shall mean hardware and software complex directed to fulfill the tasks of storage, processing, data communication, management of the remote communication with each other and with databases for clients and intended for installation, operation and use of the Server Software, Game Software and Game Database.
- 1.25. **“Server Software”** shall mean software specified in Exhibit A hereof, in any form and on any media, including all fixes, updates, modifications, enhancements and new releases of the foregoing that allows the use of the Game Software by End Users.
- 1.26. **“Software”** shall mean software comprising both Game Software and Server Software.
- 1.27. **“Term”** shall have the meaning set forth in Section 10.1 hereof.
- 1.28. **“Territory”** shall mean worldwide.

2. LICENSE AND APPOINTMENT OF DISTRIBUTOR

- 2.1. **Appointment of Distributor.** Subject to the terms and conditions set forth herein, Licensor hereby appoints Distributor as an independent distributor of the Game Software and grants to Distributor during the Term on the Territory the following rights (the **“License”**) and Distributor hereby accepts such License:
 - a). a non-exclusive license to exhibit, distribute and license the Game Software directly to End Users in Executable Code form in electronic digital format via Distributor Web-site pursuant to the terms hereof;
 - b). a non-exclusive license to use the Server Software to support the execution and use of the Game Software by End User; and
 - c). the right to use, reproduce, publish, perform and display the Licensor Marks in connection with the development, use, reproduction of promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about the Game Software or otherwise, as reasonably requested by Distributor.
- 2.2. **No Assignment.** Notwithstanding anything to the contrary herein, Distributor shall not assign, transfer, sell or otherwise Encumber the Software or this Agreement in full or in part, *unless* such assignments, transfer, sale or Encumbrance is: (i) pre-approved in writing by Licensor; and (ii) done in writing which states that the assignee is accepting all obligations

of Distributor under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto.

- 2.3. **Bug Repair.** In the event that after the Commercial Launch of the Game Software Distributor or an End User discover a Bug that impairs the functionality of the Software, Licensor shall correct the Bug upon receiving notice from Distributor to the same.
- 2.4. **End User Support.** Distributor shall be responsible for the technical support via email communication with End Users in all matters relating to the Game Software, however, on Distributor request, Licensor shall provide assistance in resolving any Game Software issue upon request.
- 2.5. **Ownership.** Distributor agrees that all right, title, and interest, including all Intellectual Property Rights, in and to the Software and Licensor Marks are the sole and exclusive property of Licensor as well as any original features, functions, elements and derivative works created by Distributor or on its behalf and all worldwide Intellectual Property Rights therein. The Game Database and all worldwide Intellectual Property Rights therein shall be the property of Distributor and Licensor shall not acquire any rights to such database. Unless otherwise expressly agreed to by the Licensor, the latter has no responsibility to safeguard the Game Database.
- 2.6. **Software Hosting Services.** The Parties acknowledged and agreed that Server will be controlled and managed by Distributor, unless Licensor provides the Distributor with the software hosting services, in which case such software hosting services are provided on their terms specified herein and more specifically in Exhibit C ("**Software Hosting Services**").
- 2.7. **Territory.** Distributor may market, sale or otherwise distribute Game Software to any third party within the Territory. The Licensor acknowledges that it is impossible to prevent End Users outside the Territory from accessing the Game Software and Distributor shall not be liable in respect of any such access.
- 2.8. **End User License.** Distributor is only authorized to offer, distribute and sell licenses to use the Game Software to End Users under the terms, conditions and restrictions as provided in an end user license agreement as provided by Licensor or as otherwise included in the download of the Game Software or related documentation (the "**End User License Agreement**"). Licensor and Distributor will cooperate to establish mutually acceptable procedures to reasonably assure that End Users enter into the End User License Agreement.
- 2.9. **Delivery of Game Software.** Distributor is responsible for delivery of Game Software, update and/or upgrades to End Users including any registration keys or registration code, if applicable.
- 2.10. **Account of Licensor.** Distributor shall make available to Licensor an access to client account with Distributor on the Distributor's web site containing statistical, licensing, payment and other information regarding sales and licensing of the Game Software.

3. DISTRIBUTOR'S OBLIGATIONS.

- 3.1. Distributor shall: i) use its commercially reasonable efforts to promote marketing and distribution of the Game Software; ii) keep and maintain accurate books, records and reports relating to the use of the Game Software; iii) keep Licensor's Confidential Information in strict confidence and not make use of Licensor's Confidential Information for any purpose other than in connection with the Agreement; iv) distribute the Game Software via Distributor Web-site only.
- 3.2. **Promotional Efforts.** Distributor shall use its commercially reasonable efforts to (i) promote the marketing and distribution of the Game Software in the Territory and agrees to prominently display therewith the Licensor Marks, and (ii) independently, or in co-operation with Licensor, seek out clients, identify, qualify, and secure licensing opportunities in the Territory. Distributor may advertise the Game Software in advertising media of Distributor's choice, provided that the primary audience or circulation is located in the

Territory. Distributor shall make full use of all Promotional Material supplied by Licensor or its own Promotional Materials. In all advertising and promotion of the Game Software, Distributor shall comply with Licensor's standard cooperative advertising policies as specified from time to time by Licensor.

- 3.3. **Protection of Goodwill.** Distributor shall undertake reasonable efforts to protect and preserve the goodwill and image of the Game Software and to (i) conduct business in a manner that reflects favorably on the Game Software and the reputation of Licensor; (ii) avoid intentional deceptive, misleading, or unethical practices that are detrimental to Licensor. Licensor shall protect and preserve the goodwill and image of Distributor and to (i) conduct business in a manner that reflects favorably at all times on Distributor and its Affiliates; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to Distributor or its Affiliates, or the public, including any disparagement of Distributor and its Affiliates; (iii) make no false or misleading representations with regard to Game Software and Licensor, Distributor or its Affiliates; and (iv) refrain from publishing or employing any misleading or deceptive advertising material. Each Party agree that it shall not communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, or communications of any sort or to otherwise use the Internet service for any illegal or unlawful purpose or to deliberately communicate, transmit, or promulgate in any matter, means or medium, any unsolicited information or material to any individual or group of individuals (i.e., "spamming") or to use such methods to promote a product.
- 3.4. **Distributor Operations.** Distributor shall train and maintain a sufficient number of capable technical and sales personnel and maintain suitable facilities to comply with the guidelines and Distributor's obligations pursuant hereto.
- 3.5. **Technical Expertise.** Distributor and its designated staff shall be conversant with the technical language conventional to Game Software and similar computer products in general, and shall develop sufficient knowledge of the industry.
- 3.6. **Support Service.** Distributor shall provide license support services to the End User with respect to the Game Software.
- 3.7. **Regulatory Compliance Obligations.** The Distributor shall obtain and maintain all permits and licenses with respect to its operations hereunder required by any regulatory authority in the Territory and during the term of this Agreement to ensure full compliance with each legal requirement that is or will applicable to it or to the conduct or operation of its business.

4. **LICENSOR'S OBLIGATIONS.**

- 4.1. **Updates.** In case Licensor shall enhance the Software and it shall deliver to Distributor an updated Software.
- 4.2. **Licensor shall:**
- a). Licensor will provide the Distributor with Software Hosting Service required for operation of the Game Server on the terms and conditions specified in Exhibit C hereto and for the consideration specified in Exhibit B hereto, in case this option is selected;
 - b). customize the Server Software from time to time at Distributor's request at the installation, subject to a separate contract and consideration;
 - c). keep Distributor's Confidential Information in strict confidence and not make use of Distributor's Confidential Information for any purpose other than in connection with the Agreement;
 - d). represent the Game Software and any information relating to the Game Software accurately and fairly and avoid any misleading or unethical business practices;
 - e). not make any warranty, representation, or guarantees with respect to the specifications, features, or capabilities of the Game Software, including without limitations warranties of

functionality or performance, that are inconsistent with the Game Software warranties and disclaimers;

- f). provide to Distributor all reasonable technical support and know-how for the normal operation of the Software; and
- g). use, at its own expense, reasonable commercial efforts to discover and correct any Bugs.

5. PROPRIETARY NOTICES; TRADEMARKS.

- 5.1. **Licensor Marks.** Any and all Licensor Marks are and shall remain the exclusive property of Licensor and Licensor grants Distributor a limited, sublicensable license to reproduce the Licensor Marks only to the extent expressly provided herein.
- 5.2. **Ownership.** The Parties agree that all right, title, and interest in and to Software and its localized versions, and all Intellectual Property Rights are the sole and exclusive property of Licensor, and/or their Affiliates, as applicable, and shall be solely responsible for any and all claims relating hereto.
- 5.3. **Distributor Marks.** Any and all Distributor Marks are and shall remain the exclusive property of Distributor, and/or of its Affiliates, as the case may be, and Distributor grants Licensor a limited license to reproduce the Distributor Marks only to the extent expressly provided herein.
- 5.4. **Limitation of Rights.**
 - a). Distributor shall not decompile, disassemble or otherwise reverse engineer the Software or any parts thereof. Except as otherwise specifically provided in this Agreement, Distributor does not acquire any right to the Software or the Licensor Marks.

6. LICENSE FEES, REPORTING AND PAYMENTS.

- 6.1. **License Fees.** Distributor shall pay to Licensor the Set-up Fee, Monthly License Fees and Minimum License Fee specified in Exhibit B hereof pursuant to Licensor invoice.
- 6.2. **Sales Reports.** Within five (5) Business Days after the close of relevant calendar month during the Term hereof Distributor shall electronically transmit to Licensor monthly Sales Report or make it available to Licensor by posting it on Licensor's account at Distributor's portal. Distributor shall grant Licensor direct access to original sources of data relating to sales of Game Software via Server Software.
- 6.3. **Advances.** Exhibit B hereof may provide for Distributor's obligation to pay advances against License Fees (Monthly License Fee and/or Minimum License Fee), in which case the Advances shall be recouped by Distributor from Monthly License Fees due to Licensor. The Advances shall not be refundable. No License Fees shall be paid to Licensor until all of the Advances paid to Licensor have been recouped by Distributor.
- 6.4. **Payments.** Within fifteen (15) Business Days following the close of relevant calendar month when Distributor receives the invoice during the Term hereof the Distributor shall remit to Licensor an amount of aggregate License Fees for the previous month. All payments to Licensor pursuant to this Agreement shall be made in US Dollars by wire transfer to the account designated in Exhibit D or to such other account as Licensor may designate in the invoice.
- 6.5. **Foreign Currency.** For the purpose of License Fees calculation, Net Sales nominated in currency other than Euro, shall be converted to Euro at the exchange rate indicated respectively for such currency published on the website of Reuters Limited on the Web page <https://www.xe.com/currencyconverter> as the "Close Rate" of the last Business Day of the corresponding month.
- 6.6. **Discharge of Obligations.** The payment obligations of Distributor shall be deemed fulfilled when the payment is debited from the bank account of Distributor.

- 6.7. **Transaction Fees.** The bank fees and commissions associated with payments to Licensor shall be borne by Distributor.
- 6.8. **Offset Right.** If Distributor pays Licensor the License Fees on a sale and later issues a refund or credit to the End User for such sale (or receives a chargeback related to the sale) (collectively, the “Refunds”), Distributor may offset the amount of the Refunds against future License Fees or other amounts that would otherwise be payable to Licensor under this Agreement, or require Licensor to remit that amount to Distributor.
- 6.9. **Taxes and Other Payments.** Each Party is responsible for complying with the collection, payment, and reporting of all taxes imposed by any governmental authority applicable to its activities in connection with this Agreement. None of the Parties is responsible for taxes that may be imposed on the other Party. If required by the applicable legislation, Distributor is allowed to withhold taxes of the amount due to Licensor. If Licensor is exempt from tax or is eligible for a reduced rate of withholding tax pursuant to an income tax treaty, Licensor is responsible for completing and providing documentation to Distributor. Distributor will withhold income taxes at the maximum jurisdictional tax rate from all payments to Licensor until all necessary tax documentation is provided.
- 6.10. **Records; Audits.** During the Term and for a period of one (1) year after the expiration or earlier termination of this Agreement, (a) Distributor will keep accurate and complete records of all data used to calculate the Gross Revenue, Net Revenue and License Fees paid or payable pursuant to this Agreement; and (b) upon ten (10) days’ written notice, but not more than once during any rolling twelve (12) month period, Licensor may, at its expense, by appointment during normal business hours, inspect or cause an independent auditor to inspect and audit the records of Distributor specifically pertaining to this Agreement in order to verify the calculation of any prior License Fees. The audited period shall never exceed twelve (12) months preceding the audit. The results of an audit for one period may not be recalculated in subsequent periods.
7. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**
- 7.1. **Distributor’s Representations and Warranties.** Distributor represents and warrants that:
- a). it is an entity duly created, formed and organized, validly existing and in good standing under the laws of the jurisdiction of its creation, formation, or organization;
 - b). there is no pending or threatened action (or basis therefor) for the dissolution, liquidation, or insolvency of Distributor;
 - c). it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
 - d). the Distributor possess all licenses, certificates, permits and other authorizations of the appropriate governmental local or foreign regulatory authorities necessary to conduct its activity hereunder.
 - e). the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of Distributor enforceable against Distributor in accordance with its terms, subject to any law affecting creditors’ rights; and
 - f). the execution, delivery and performance by Distributor of this Agreement does not and will not (i) violate any law (including, without limitation, privacy, export control and obscenity laws), (ii) violate any charter document of Distributor, (iii) violate any agreement or order to which Distributor is a party, or (iv) require any consent from any Person.
- 7.2. **Licensor’s Representations and Warranties.** Licensor represents and warrants that:
- a). there is no pending or threatened action (or basis therefor) for the dissolution, liquidation, or insolvency of Licensor;
 - b). it has all requisite corporate power and authority necessary to execute and deliver the Agreement, to perform its obligations hereunder and to consummate the transactions

contemplated hereby;

- c). the Agreement has been duly authorized, executed and delivered, and constitutes a valid, legal and binding obligation of Licensor enforceable against Licensor in accordance with its terms, subject to any law affecting creditors' rights;
- d). it has all the necessary rights, titles, and/or interests, in Software to grant Distributor the rights and licenses contained in this Agreement;
- e). the execution, delivery and performance by Licensor of this Agreement does not and will not (i) violate any law (including, without limitation, privacy, export control and obscenity laws), (ii) violate any charter document of Licensor, (iii) violate any agreement or order to which Licensor is a party, or (iv) require any consent from any Person.

8. LIMITATION OF LIABILITIES; DISCLAIMER.

- 8.1. **LIMITATION ON LIABILITY.** EITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST DATA, OR LOST GOODWILL ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT (OTHER THAN PAYMENT LICENSE FEES AND ANY OTHER AMOUNTS OWED UNDER THIS AGREEMENT), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO LICENSOR BY DISTRIBUTOR UNDER THIS AGREEMENT IN THE PREVIOUS THREE (3) MONTHS.
- 8.2. **DISCLAIMER OF WARRANTY.** THE EXPRESS WARRANTIES HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, **REGARDING** THE GAME SOFTWARE OR ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

9. INDEMNIFICATION.

- 9.1. **Indemnity.** Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other and their respective officers, directors, employees, agents, successors, and assigns ("Indemnified Party"), from any and all losses, liabilities, damages and claims, and all related expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) and costs related to, arising from, or in connection with any third-party claim related to, arising from, or in connection with this Agreement.

10. TERM AND TERMINATION.

- 10.1. **Term.** Unless otherwise provided, this Agreement is effective as of the Effective Date. It will remain in full force and effect for a period of two (2) years from the date of Commercial Launch (the "**Term**").
- 10.2. **Termination.** Each Party may immediately terminate this Agreement:
 - a). if the other Party commits a breach of any representations, warranties or obligations under this Agreement and does not cure the breach within thirty (30) Business Days after receiving written notice thereof from the non-breaching party;
 - b). if the other Party enters liquidation, bankruptcy, reorganization, or dissolution proceedings,

or its creditor stake over its management and/or a petition is filed in the appropriate forum and not dismissed in ninety (90) days to declare the other Party bankrupt.

10.3. **Licensor's Termination.** Licensor may terminate this Agreement upon a written notice to Distributor:

- a). if Distributor has breached its obligation to timely and/or fully pay the License Fees for four (4) consecutive months;
- b). if Distributor has breached any of its obligation hereunder and fails to cure the breach within ten (10) Business Days after receiving written notice thereof from Licensor; or
- c). if an audit conducted according to Section 6.10. reveals Distributor's intentional pattern of underpayment of the required payment amounts.
- d). At its own discretion upon notifying the other party two (2) months prior to such termination.

10.4. **Distributor's Termination.** Distributor may terminate this Agreement upon a written notice to Licensor:

- a). at its sole discretion, if Distributor notifies Licensor of such intention two (2) months prior to the termination;
- b). when Licensor fails to meet its obligations hereunder and fails to cure the breach within ten (10) Business Days after receiving written notice thereof from Distributor; or

10.5. **Actions upon Termination.** In the event of termination or expiration of this Agreement:

- a). Distributor shall cease all use of the Software and Licensor Marks and distributing the Game Software.
- b). Distributor shall calculate and pay to Licensor the License Fees through the date of termination and any other amounts due to Licensor hereunder.
- c). Licensor shall immediately cease all use of Distributor Marks and immediately return to Distributor any Distributor's Confidential Information, including any copies thereof.

10.6. **No Prejudice to Other Rights.** Any termination pursuant to Section 10.3. shall be without prejudice to any other rights or remedies which on Licensor may have in respect of any default by Distributor.

10.7. **Survival of Certain Provisions.** Notwithstanding any provisions to the contrary herein, the provisions of Sections 1, 2, 5, 7 – 11 shall survive the termination or expiration of the Agreement and such termination or expiration shall not release Distributor or Licensor of their respective obligations regarding the Confidential Information, Distributor's obligations with respect to Intellectual Property Rights, License Fee or any duties, liabilities or obligations which by the terms hereof or in context are to survive termination; all licenses granted to End Users pursuant to the then-existing end-user license agreements may not continue in force as may be provided in the applicable end-user license agreements.

11. MISCELLANEOUS PROVISIONS.

11.1. **Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, provided, however, that Licensor shall have the right to assign this Agreement without Distributor's prior consent by giving notice to Licensor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

11.2. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of **England and Wales**. The Parties consent to the exclusive jurisdiction of the courts of Curacao, on any dispute relating to the present Agreement.

- 11.3. **Legal Expenses.** The prevailing Party in any legal action, including arbitration, brought by one Party against the other and arising out of this Agreement shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees. Such fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose. Such fees shall be in addition to any other relief that may be awarded.
- 11.4. **Publicity.** The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither Party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other Party (not to be unreasonably withheld or delayed).
- 11.5. **Non-solicitation.** Distributor agrees that, during the Term of this Agreement and for a period of one (1) year thereafter, it will not, without the prior written approval of Licensor hire or enter into a contract with any employee, agent or representative of Licensor to provide services, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of Licensor to leave or otherwise terminate such person's relationship with Licensor.
- 11.6. **Notices.** All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement ("**Notifications**") will be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally, (b) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (c) within five (5) Business Days after deposit with an internationally recognized express delivery service, in each case when transmitted to a Party at the following address or location:
- If to Distributor:**
- to the address indicated in Exhibit D;
- If to Licensor:**
- to the address indicated in Exhibit D.
- Either Party may send any Notification hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other notice in the manner herein set forth.
- 11.7. **Independent Contractors.** The relationship of Licensor and Distributor established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, franchisor-franchisee, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Distributor to create or assume any obligation on behalf of Licensor for any purpose whatsoever. Except for the rights of Distributor set forth in this Agreement, Distributor shall be solely responsible for developing and implementing its business and marketing plans and its operations.
- 11.8. **Severability.** If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; provided, however, that nothing herein contained shall be

construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

- 11.9. **No Waiver.** No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.
- 11.10. **Force Majeure.** Nonperformance of either Party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers.
- 11.11. **Further Assurances.** The Parties will each perform such acts, execute and deliver such documents and instruments, and do such other things as may be reasonably requested to accomplish the transactions contemplated by this Agreement and to carry out the purpose and intent hereof.
- 11.12. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and, except as otherwise provided herein, no other Person will have any right, interest, or claim under this Agreement.
- 11.13. **Entire Agreement.** With the exception of prior non-disclosure agreements, if any, the Agreement, together with the exhibits, attachments and appendices hereto, constitutes the entire agreement and understanding between the Parties or any of their Affiliates with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.
- 11.14. **Counterparts of the Agreement.** The Agreement may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. "Originally signed" or "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO THE DISTRIBUTION AND LICENSE AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed in its corporate name by one of its authorized representatives, all as of the date first set forth above.

LICENSOR

EG Software Limited

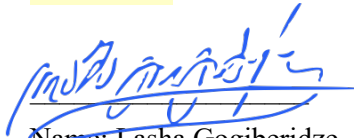


Name: Anthony Graeme Peplar

Title: Director

DISTRIBUTOR

Globis N.V.



Name: Lasha Gogiberidze

Title: Director

EXHIBIT A SOFTWARE

Game Software Name and version:	Evenbet Gaming Platform Professional Edition
Supported language:	English
Distributor Web-site (where the Games will be available under this Agreement):	https://desideci.com
Website platform:	Licensor Platform
Payment gateway:	Provided by Licensee, integration by API
Game software platforms:	Web/HTML5 iOS, Android, Windows and Mac OS applications for poker games
Graphics Design of Game Software Customization:	Provided by Licensee
Software Hosting Services:	Provided by Licensee
Launch date	01.06.2021
Server Software Name and version:	[***]
Additional modules to integrate/develop:	Integrate Outcome bet casino games Bonus engine features to adapt product to EU Casino players Affiliate management system integration

EXHIBIT B LICENSE FEES AND ADVANCES

Setup fee:	0 EUR – gaming platform setup fee
Setup fee payment amount and schedule:	50% within 5 working days after the Agreement execution 50% before the Commercial Launch
Advance payment:	0
Monthly License Fee:	2% of Net Revenue if above Minimum License Fee
Minimum License Fee:	1,000 EUR starting from the 2nd month after the Commercial Launch date; 2,000 EUR starting from the 4th month after the Commercial Launch date;
Hosting Services Fee (if applicable):	Included into the minimum monthly fee.

Casino games monthly license fee: Casino games provided through Licensor agreement:

Provider	Fee*
TGC (The Game Company)	11%
HABANERO	12%
BETGAMES TV	12%
TV BET	12%
PRAGMATIC PLAY	12%
BOOMING GAMES	12%
EZUGI	12%
SPINOMENAL	10%
BETSOFT	12%
TOM HORN	12%
GAMEART	12%
VIVO GAMES	13%
EVOLUTION	16%
FAZI	11%
1X2 Gaming	12%

RCT Video Bingo Games	11%
ORTIZ Video Bingo Games	12%
CONCEPT GAMING	10%
RED RAKE	12%
EVO PLAY	12%
SUPERLOTO TV	16%
SPINMATIC	11%
WAZDAN	11%
PLAYSON	12%
LEANDER	12%
BeeFee	12%
PATAGONIA	11%
Gamefish Global	11%
GMW	11%
BELATRA	11%
CASINO TECHNOLOGY	11%
GOLDEN RACE	14%
Leap Virtual Games	14%
Iron Dog Studio	12%
AUGUST GAMING	10%
KAGAMING	10%
ONETOUCH	11%
ESPRESSO GAMING	11%
LIVEGAMES.IO	12%
SSG	10%
PLAYPEARLS	12%
BOOONGO	11%
KONECT GAMES	9%
WOOHOGAMES	11%
AWC/SEXY LIVE CASINO	12%
FLIS Games	11%
BETSOLUTIONS - ZEPPELIN	10%
JUSTPLAY	9%
NETENT	-
NETENT	-
LIVESOLUTIONS	11%
FUGASO	12%

SA GAMING	11%
ENDORPHINA	14%
GANAPATI	11%
EBET	11%
NETGAME	11%
SKYWIND	11%
SKYWIND	12%
EAGames	11%
Triple Cherry	9%
Mr. Slotty	9%
NETGAMES	11%
MAVERIK	11%
RELAX	12%
EGT	18%
SPADEGAMING	11%

* If License Fees are less than Two hundred Euro (€200), then Licensor may elect to carry forward the amount owed to subsequent months until the total amount owed is more than €200.

EXHIBIT C
Software Hosting Services
Terms and Conditions

1. Services.

LICENSOR will provide Distributor with hosting of Server Software and the support services in relation thereof set forth in this Terms and Conditions (collectively, the “Services”). Licensor reserves the right to modify this Terms and Conditions from time to time.

Distributor is responsible for establishing and maintaining its Internet connection necessary to access and use the Services.

2. Service Levels

Except as otherwise provided in Section 3 below, Licensor will use commercially reasonable efforts to make the Services available in accordance with prevailing hosting industry standards, taking into account the Distributor’s workstations and the speed of their connection to the Licensor’s hardware (the “Technical Standards”).

Licensor will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the operations of Server Software (hereinafter “Defects”) and restore the Services. If the Services fail to substantially conform to the Technical Standards over a continuous period of thirty (30) days after written notice to Licensor of such nonconformity, Distributor may terminate Services. LICENSOR’s records and data shall be the basis for all service level calculations and determinations.

3. Technical Support

LICENSOR’s Support shall be available via email, online chat, and Web interface during the hours of 9:00 a.m. to 5:00 p.m., GMT+7, Monday through Friday, excluding Russia holidays. Distributor acknowledges and agrees that Licensor will provide all server-side installation, customization, setup and support, and that neither Distributor nor any third party engaged by Distributor shall be permitted to provide such services.

Distributor undertakes to serve a written notice to Licensor of any request for support providing a detailed description of the difficulties encountered and the issues that are expected to be addressed by the Licensor.

Reported issues need to be classified in one the following four severity levels, based on the definitions hereunder. Response times for each severity level are defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact on the licensee’s live environment resulting in the inability to use the service or access the Software.	Less than two (2) business hours
High	The request has severe business impact, limiting the usage of the Software. The live environment is still operational, but restricted.	Less than eight (8) business hours
Medium	The service functions in the licensee’s business environment, but there are functional limitations that are not critical in the daily operation.	Less than sixteen (16) business hours
Low	Minor infractions including documentation or cosmetic error.	Less than forty (40) business hours

The Distributor must clearly indicate the severity level assigned in the Support Services Request sent to Licensor. By default, the request should be created as a Severity 3, Priority Medium. The Licensor will review the severity level assigned to the request and use commercially reasonable efforts to resolve and correct reported issues. The Distributor must use <http://clientportal.enterra-inc.com> for issue reporting.

4. Term & Termination

The term of this Agreement shall commence on the Effective Date and shall continue for the period of the respective Distribution License Agreement.

5. Payment

Licensor agrees to the fees for the Services as set forth in the Distribution License Agreement.

6. Data Ownership: Loss

All data stored on the Game Servers as part of the Services (“Licensor Data”) shall at all times be owned by Distributor. Distributor shall perform a regular (daily) backup of all Licensor Data, Licensor shall in no event be liable to Distributor or any third party for loss, destruction or corruption of Licensor Data.

7. Security

All access to the Services shall be controlled by user names and passwords issued by Licensor to Distributor as well as created by Distributor. Each user name and password will be unique to each staff member that Distributor designates is authorized to access the Services. Distributor is solely responsible for the security of the user names and passwords issued to Licensor’s staff members. Any access to the Services using such user names and passwords will be deemed access by Licensor, except where access is the result of unauthorized disclosure of user names and passwords by the negligent or willful act of Licensor.

8. Miscellaneous

Section 7-9 and 11 of the Distribution License Agreement shall be incorporated herein by reference.

EXHIBIT D
PARTIES CONTACT AND BANK INFORMATION

LICENSOR:

Company Name:

Address:

Attention:

email:

phone: +

Banking information:

Beneficiary Name:

Beneficiary Account (in US Dollars):

Bank Name:

Bank Address:

SWIFT:

DISTRIBUTOR:

Company Name:

Address:

Attention:

email:

phone: +

Banking information:

Beneficiary Name:

Beneficiary Account (in US Dollars):

Bank Name:

Bank Address:

SWIFT:

EXHIBIT E
OPTIONAL MODULES FEE (POKER, SPORTSBETTING)

Poker games setup fee: 0 EUR

Poker games monthly license fee: Percent of of Net Revenue if above Minimum License Fee

Monthly Gross Sales Volume in Euro	
Up to 200,000	8%
200,001 – 400,000	7%
400,001 – 600,000	6%
600,001 and more	5%

Sports betting setup fee: 0 EUR

Sports betting monthly license fee:

Monthly Gross Sales Volume in Euro	
Up to 200,000	15%
200,001 – 400,000	14%
400,001 – 600,000	13%
600,001 and more	12%