

Schedule 1 – Accession Agreement

THIS AGREEMENT is made the 10th November 2022 by **Yolo Investments PCC Limited**, a protected cell company incorporated under the laws of Guernsey with company registration number 70144 and regulated by the GFSC as a registered collective investment scheme, having its registered office address at First Floor, St Peter's House, Le Bordage, St Peter Port, GUERNSEY GY1 1BR (the "**PCC**"), acting solely in respect of the Gaming Fund Cell, a protected cell of the PCC (the "**Recipient**").

WHEREAS by a transfer dated on or about the date hereof, **Vereeni Investments Limited**, a limited liability company registered in Malta with company registration code C 82096, and whose registered address is at Triq MRO Frank Galea, Zebbug ZBG 9019, Malta (the "**Transferor**") agreed to transferred to the Recipient 33,614 Shares in the capital of Rhino Entertainment Group Ltd (the "**Company**") (together the "**Received Shares**").

WHEREAS this Agreement is entered into in compliance with the terms of Clause 2.1 of an agreement dated 7th May 2020 made between the shareholders of the Company relating to Rhino Entertainment Group Ltd (which agreement is herein referred to as the "**Shareholders' Agreement**").

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. Words and expressions used in this Agreement shall have the same meaning as is given to them in the Shareholders' Agreement and/or in the subscription agreement dated 8 June 2020 (the "**Subscription Agreement**") unless the context otherwise expressly requires.
2. The Recipient hereby agrees to assume the benefit of the rights of the Transferor under the Shareholders' Agreement in respect of the Received Shares and hereby agrees to assume and assumes the burden of the Transferor's obligations under the Shareholders' Agreement to be performed after the date hereof in respect of the Received Shares.
3. The Recipient hereby agrees to be entitled and bound by the Shareholders' Agreement in all respects and vis-à-vis all the parties to the Shareholders' Agreement as if the Recipient were a party to the Shareholders' Agreement as one of the Parties and to perform all the obligations expressed to be imposed on such a party to the Shareholders' Agreement, to be performed on or after the date hereof.
4. This Agreement is made for the benefit of:
 - a. the parties to the Shareholders' Agreement;
 - b. the Recipient; and
 - c. any other person or persons who may after the date of the Shareholders' Agreement (and whether or not prior to or after the date hereof) assume any rights or obligations under the Shareholders' Agreement and be permitted to do so by the terms thereof.
5. For the avoidance of doubt, nothing in this Agreement shall release the Transferor from any liability in respect of any obligations under the Shareholders' Agreement due to be performed prior to the date of this agreement.
6. None of the Investors or the Company:
 - (a) makes any warranty or assumes any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the Shareholders' Agreement (or any agreement entered into pursuant thereto); or

- (b) makes any warranty or assumes any responsibility with respect to the content of any information regarding the Company or any member of the group or otherwise relating to the Received Shares; or
- (c) assumes any responsibility for the financial condition of the Company or any Subsidiary or any other party to the Shareholders' Agreement or any other document or for the performance and observance by the Company or any other party of the Shareholders' Agreement or any other document (save as expressly provided therein).
7. For the avoidance of doubt, a transfer of shares from an Investor does not entitle the transferee to any rights vested solely with such Investor, but only rights vested with a Party in general.
8. This Agreement shall be subject to Clause 13 (Governing law and dispute resolution) of the Shareholders' Agreement. This Adherence Agreement has been executed on the date shown on the first page above.

EXECUTED by

Yolo Investments PCC Limited acting solely in respect of the Gaming Fund Cell

DocuSigned by:
Signature:  12DB24CFD46349F...

Represented by: Liis Bolton

Director

DocuSigned by:
Signature:  6B74E75C8D7F44D...

Represented by: Chet Pohl

Director