

Resale Agreement /Software Licensing and Technical Solution/

This Agreement dated 29-Aug-2023 ("Effective Date") is made by and between:

- (i) **A78 Studios LLC**, a company incorporated in St Vincent and the Grenadines, registration number 3068 LLC 2023 and registered address: Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines (hereinafter referred to as "**Technical Solution Service Provider**" ("**TSSP**"),
- (ii) **Santeda International B.V.**, a company incorporated in Curacao, registration number 151296 and registered address at Abraham Mendez Chumaceiro Boulevard 03, Willemstad PO BOX 4750, Curacao (hereinafter referred to as "**Licensee**"), collectively "**Parties**".

1. Definitions

This Agreement is to be interpreted in accordance with the following definitions:

- 1.1. **APPENDIX** is an addition to the main body of the Agreement, is an inseparable part of the Agreement, and is signed by both Parties. The nature of the Agreement may require Parties to sign additional Appendixes, which will have the same power as the previously signed, while the previously signed will retain their legal power, unless stated otherwise. The term "APPENDIX A" shall represent APPENDIX A.1, APPENDIX A.2, APPENDIX A.3, etc; same as "APPENDIX B" shall represent APPENDIX B.1, APPENDIX B.2, APPENDIX B.3 and any future A.X or B.X Appendixes, where "X" is a number.
- 1.2. **Competent Authority** means any governmental, judicial or regulatory authority having jurisdiction over this Agreement, over either of the **Parties**, over a Licensee, or over any activities related to the execution of the Agreement.
- 1.3. **Control** means the direct or indirect ownership of more than fifty percent (50%) of the voting shares/stock or obtaining a controlling interest.
- 1.4. **End User** means one or more of the **Licensee's** users of the Software.
- 1.5. **Gross Software Revenue** or **GSR** for all Software shall be an amount equal to the total nominal of the wagers placed on the Software during a calendar month less the total payouts as a result of those wagers.
- 1.6. **Launch Date** is a date when the first real money wagers have been processed by the Service or such date has been agreed by the Parties in writing.
- 1.7. **License Fee** means **TSSP's** ongoing fee which is payable by the **Licensee** for the use of the **Service** and the supplier Software, which is calculated in accordance with APPENDIX A of this Agreement.
- 1.8. **Rate, Rates** are a percentage, applied to GSR in order to calculate a License Fee.
- 1.9. **Restricted Territories** are territories defined in APPENDIX B.
- 1.10. **Main License Agreement** is the contract concluded between **TSSP** and any Supplier.
- 1.11. **Software Product, Software, Product** means a web-based or downloadable application or a software product, licensed and supplied by a Supplier and offered by **TSSP** to a **Licensee**.
- 1.12. **Sub-Licensee** is an entity, which enters into a resale agreement with the **Licensee** on the terms of and in accordance with this Agreement.
- 1.13. **Supplier** means the licensor of the Software to **TSSP**, listed in APPENDIX A of this Agreement.
- 1.14. **Technical Solution Service ("Service")** means the proprietary software by **Loberta UAB ("TSSP")**, made available to the **Licensee** by or on behalf of **TSSP**.
- 1.15. **Trademarks** mean **TSSP's** or its Supplier's trademarks whether registered or at common law, including but not limited to Software names, logos, slogans, and images.
- 1.16. **Upgrade** means any: (i) change or amendment to, or upgrade or new version of the **Service** or the Software; and (ii) any new release of the **Service** or the Software.

2. License

- 2.1. **TSSP** hereby grants to the **Licensee**, on the terms of and subject to this Agreement, a conditional, sublicensable, non-exclusive, transferable, revocable license to use and distribute the **Service's License** and the Software, including the right to enter into a resale agreement with a **Sub-Licensee(s)** and distribute the Software or make it available to End Users.
- 2.2. **Licensee** can make the Software available to its End-Users via its website for the duration of and strictly on the terms of the Agreement.

3. Terms of License

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- 3.1. As soon as practical after signing this Agreement, **TSSP** shall make the **Service** available for use by the **Licensee** as set out herein. The **Licensee** will use the Software through the use of the **Service**.
- 3.2. The **Licensee** shall not permit any third party (other than **Sub-Licensees** and End Users for the sole purpose of using the Software in accordance with the terms of this Agreement) to use or access the **Service** or use the Software without **TSSP**'s prior written consent.
- 3.3. The **Licensee** is solely responsible to hold a relevant permit for all the activities contemplated by this Agreement to be performed by the **Licensee**.
- 3.4. This Agreement shall not be deemed to extend to any software or materials of **TSSP** other than the **Service** and the Software, save as is expressly provided for in this Agreement, or unless specifically agreed in writing by **TSSP**.
- 3.5. The **Licensee** hereby acknowledges that it is licensed to use the **Service** and the Software only in accordance with the express terms of this Agreement, the terms indicated as the terms of the Software on the sites of the **Suppliers**, and the terms separately informed to the **Licensee** as the restrictions of the Software.
- 3.6. The **Licensee** agrees that under no circumstances shall the **Licensee** move, remove, deface or alter the Trademarks in any way whatsoever without **TSSP**'s prior written consent. The **Licensee** undertakes not to use the Trademarks in a manner that may have an adverse effect on the value or goodwill of the Trademarks, that may dilute the Trademarks or that may bring **TSSP**, its Suppliers, or any of the Trademarks into disrepute.
- 3.7. **TSSP** requires the **Licensee** not to accept payments from End Users under the legal age to use the Software in a specific territory or from End Users located in Restricted Territories as defined in APPENDIX B or any other territories, where the use of the Software is prohibited.
- 3.8. The **Licensee** acknowledges that **TSSP** is licensed by third parties to use such third parties' brands, logos, and other Intellectual Property in relation to, inter alia, Software and that **TSSP** has the right to remove/add a Supplier, a Software Product or a Restricted Territory from/to the **Service** and this Agreement.
- 3.9. The **Licensee** undertakes that it will not, without **TSSP**'s prior written consent, make any of the Software available to use for free without such Product(s) also being made available at the same time for real-money use.

4. The License Fee ("Fee/s")

- 4.1. The Fees (excluding VAT) shall be paid in arrears by the **Licensee** to **TSSP** or its nominee's bank account on a monthly basis in Euros by electronic transfer to arrive by the due date of the invoice.
- 4.2. **TSSP** shall exercise its best efforts to provide the **Licensee** with an invoice in the first ten (10) Business Days of each calendar month. The **Licensee** agrees to pay the Fees due to **TSSP** under this Agreement punctually and without previous demand on the basis of an invoice issued by **TSSP** within ten (10) Business Days after an invoice is sent.
- 4.3. Payment of the Fees shall be paid free of all deductions including, but not limited to any taxes or charges. No amount may be withheld or deducted, and no set-offs may be made, for any reason whatsoever without the prior written permission of **TSSP**. No amount shall be considered paid to **TSSP** until received for value in the designated account. **TSSP** shall apply the FIAT and cryptocurrency conversion rates applicable on the last day of the appropriate calendar month supplied by known public reliable sources. **TSSP** reserves the right to change data suppliers of FIAT and cryptocurrency conversion rates.
- 4.4. The addition or removal of a country to the list of Restricted Territories in APPENDIX B shall not affect in any way the calculation and payment of the Fees by the **Licensee**.
- 4.5. All calculations shall be based on the monthly GSR per Supplier and all the Suppliers are invoiced separately, with no regard to how this is split between the Licensee and Sub-Licensees (if applicable). The **Parties** agree that the monthly GSR and License Fees shall be determined based on the back-office data of **TSSP**. **TSSP** will charge the License Fee, payable by the **Licensee**, which is calculated by multiplying a monthly GSR by a Rate percentage. Rates are listed in APPENDIX A per Supplier and per specific territory, if applicable.
- 4.6. If monthly GSR per Supplier falls below 0, then the negative GSR result per specific Supplier shall not be carried forward to the following month.
- 4.7. For the avoidance of doubt, the negative GSR of a Supplier will affect only its specific monthly GSR results and will not be applied to other Suppliers' monthly GSR calculations.

5. Fraud and AML

- 5.1. The **Licensee** has the responsibility to carry out KYC inquiries on its End-Users.
- 5.2. The **Licensee** will have procedures in place to prevent fraud and anti-money laundering related directly or indirectly to the Software. The **Licensee** will take all actions required to prevent the usage of the Software for any kind of fraud, criminal activity, and money laundering.
- 5.3. The **Licensee** shall ensure to verify the actual location of each End User in order to avoid any attempts to circumvent the Restricted Territories clause.

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6. Warranties of TSSP

6.1. TSSP warrants to the Licensee that:

- 6.1.1. At the date of delivery, the **Service** is supplied free from all viruses known generally and/or by **TSSP**; and
 - 6.1.2. The Software included in the **Service** is based on commonly used industry standards existing on the date of release of the respective Software Product or the date of the most recent update.
 - 6.1.3. **TSSP** shall use reasonable efforts to ensure that the **Service** does not contain a backdoor, key, or other similar or harmful components which have the potential to impair or prevent the operation of the **Service**.
- 6.2. The **Service** is software based and the **Licensee** acknowledges that it will not run error-free or without interruption. **TSSP** takes all reasonable precautions against software errors and bugs, but it does not warrant that the **Service** will meet any special requirements of condition, quality, performance, merchantability, or fitness for purpose of the **Licensee**, or that the **Service** or any software/Software provided to the **Licensee** by **TSSP**, will generate particular revenues or profits in use by the **Licensee**. In particular, the **Licensee** acknowledges that **TSSP** gives no warranties for the Supplier's Software or for the Service.

7. Warranties of Licensee

7.1. The Licensee warrants to TSSP represents and undertakes that:

- 7.1.1. is duly incorporated and functions under the Laws of its registration country;
- 7.1.2. has the full power and authority to enter into, execute and deliver this Agreement, and to bind itself and comply with its obligations without the need to receive any third-party consent for its entering into and/or executing this Agreement.

7.2. The Licensee warrants to TSSP that neither it nor any of its employees and associated parties will attempt to or permit any other party to attempt to:

- 7.2.1. View, reverse engineer, decompile, alter or modify any of the coding of the **Service** or any software/Software provided to the **Licensee** by **TSSP**;
- 7.2.2. Monitor or in any way replicate (in form or function) the **Service**, or any part of the **Service**, or any software/Software provided to the **Licensee** by **TSSP**.

7.3. The Licensee agrees that all the tests shall be performed on staging and the Licensee shall inform TSSP two (2) Business Days in advance before any tests on production, providing test user IDs in a format acceptable by the Service. Such tests on production shall not exceed one hundred (100) EUR in GSR per Supplier per calendar month. Any emergency tests on production have to be confirmed with TSSP via Skype or Telegram (an integration group) or via email (support@1gamehub.com).

Any other tests on production shall be calculated towards the License Fee.

7.4. The Licensee acknowledges that TSSP restricts any activity on the Service from the following countries: Lithuania and USA, unless the Licensee or Sub-Licensee(s) hold the relevant permits to operate in the aforementioned countries.

7.5. The Licensee shall inform TSSP of any known violation, or infringement, including but not limited to when it becomes apparent that an End User is located in any Restricted Territory, or breach of the Agreement; or any actual, alleged, or suspected harm in relation with the Agreement.

8. Intellectual Property

8.1. Intellectual Property/Intellectual Property Rights/IPRs include, but are not limited to patents, inventions, designs, all financial information of TSSP, know-how, logos, devices, digital and other artworks, digital or photographic images both coded and visual, sounds however stored or played, and all other copyright works, and in relation to the Service particularly and without limitation, the source code, and architecture of the software, look and feel of the software, and trade secrets including details of performance or design of the Service or any part of the Service.

8.2. Suppliers develop the Software and are rightful owners of the Software and related IPRs, including Upgrades, and such IPRs at all times remain the property of Suppliers.

8.3. All Intellectual Property Rights to the Service, in any Upgrade and in all additions, corrections, and improvements thereto, and in any other proprietary software provided by TSSP to the Licensee will at all times remain the property of TSSP.

8.4. The Licensee also covenants with TSSP that at any time after termination of this Agreement, the Licensee shall not disclose to any other person, firm, or company, particulars of any Intellectual Property Rights of the Software, the Service or infringe any of the Intellectual Property Rights of TSSP or its Suppliers.

8.5. Licensee immediately notifies TSSP if it becomes aware of any infringement of the Intellectual Property Rights of TSSP or the Supplier's Software.

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9. Assignment and Change of Ownership

- 9.1. The **Licensee** is allowed to enter into a resale agreement with a **Sub-Licensee** on the terms of and in accordance with this Agreement in order to distribute the **Service** and the Software.
- 9.2. The **Licensee** will ensure that Sub-Licensees will comply with provisions of this Agreement and will take a full responsibility for Sub-Licensee's actions breaching the terms of this Agreement, even under conditions of innocence and negligence.
- 9.3. The **Licensee** agrees that it shall provide **TSSP** with at least thirty (30) days advance notice in writing of any pending change to the **Licensee's** beneficial ownership, of any changes of ownership or Control of the **Licensee** and about any change in its organisation or method of doing business (**Ownership Notice**).

10. Confidentiality and Confidential Information

- 10.1. **Confidential Information** shall mean
 - (i) all information (of whatever nature and however, recorded or preserved, but especially and without limitation Software design characteristics, Application Program Interface (API) specification, pricing, and marketing information and software whether source or object code) which: (a) is marked as or has been otherwise indicated to be confidential; or (b) is valuable to a party because it is confidential; or (c) would be regarded as confidential by a reasonable business person;
 - (ii) the terms of this Agreement and the negotiations relating to it;
 - (iii) information relating to IPRs, owned or used or exploited by a party and training courses and materials and know-how relating thereto.
- 10.2. The parties acknowledge and agree that during the course of the relationship contemplated in this Agreement, they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary, or of strategic importance. The parties agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such Confidential Information to any other party, shall not use such Confidential Information for their own purposes, and shall protect such Confidential Information from disclosure using the same or higher standards as they use to protect their own Confidential Information.
- 10.3. The parties agree that Confidential Information shall be limited to disclosure within the organisation of the recipient to those top management personnel and developers with a bona fide need to know such information as a necessary part of their contribution to the performance under this Agreement.
- 10.4. The **Licensee** shall not disclose confidential information without **TSSP's** written consent.
- 10.5. Either Party informs the other when Confidential Information is required in connection with any information reporting or disclosure to any Competent Authority required by law, regulation, government agency, or court order.

11. Term and Termination

- 11.1. This Agreement shall commence on the Effective Date and shall remain valid for the Initial Term - a period of two (2) years from a such date unless terminated in accordance with this Agreement. Upon the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods, unless notice of termination is given by either Party at least sixty (60) days prior to the expiry of the Initial Term or any other term.
- 11.2. In the event of termination of the Main License Agreement between **TSSP** and a Supplier, the License originating from such Main License Agreement shall immediately terminate.
- 11.3. **TSSP** has the right to terminate this Agreement with immediate effect and without prior notice if any competitor of **TSSP** directly or indirectly acquires Control over the **Licensee**.
- 11.4. **TSSP** shall have the right to partially terminate the License granted to the **Licensee** in relation to particular **Sub-Licensees** and the **Licensee** shall disconnect such particular **Sub-Licensees** immediately (and stop the Software delivery to their websites) upon receipt of the notification from **TSSP** of its request to terminate the License for any particular **Sub-Licensees**.
- 11.5. The Supplier as per the Main License Agreement may terminate or direct **TSSP** to terminate this Agreement if the **Licensee** has committed any violation of Applicable Laws or has committed any infringement or breach of this Agreement.
- 11.6. Either Party shall, without prejudice to any other rights and remedies which it may have, be entitled to terminate this Agreement with immediate effect at any time if the other Party:

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- 11.6.1. commits a material breach of this Agreement (including payment of Fees) and such breach is not remedied (if capable of remedy) within thirty (30) days of receipt of a notice, specifying the breach and requiring it to be remedied; or
- 11.6.2. persistently breaches this Agreement in a way that such persistent breaches amount to a material breach of this Agreement;
- 11.6.3. is prevented or delayed in the performance of its obligations by a Force Majeure Event for a continuous period of more than sixty (60) days.
- 11.7. **TSSP** may terminate this Agreement immediately, if: (i) the operations of the **Licensee** has or threaten to have a negative effect on the business or on any of the brands of **TSSP** or any other company pertaining to the same group of companies as **TSSP**, thereby breaching or losing of the permit granted by a regulatory authority, resulting in regulatory enforcement, bringing a business into disrepute, dilute or adversely affect the value of trademarks or trade name or otherwise jeopardize the business of **TSSP**, or (ii) the **Licensee** does not, as reasonably determined by **TSSP**, provide the support required in order to meet the Launch.
- 11.8. The Licensee may terminate this Agreement with immediate effect without cause at any time, upon at least sixty (60) days written notice to the **TSSP**.

12. Effect of Termination

- 12.1. Upon termination of this Agreement for whatever reason:
 - 12.1.1. the **Licensee** shall promptly stop the use of the **Service** and all Intellectual Property Rights licensed, supplied, or delivered by **TSSP** to the **Licensee** pursuant to this Agreement.
 - 12.1.2. **TSSP** shall be entitled to cease providing any services and the usage of the Licenses to the **Licensee**, and to cease operating any hardware and software that is being operated for the **Licensee** by or on behalf of **TSSP** under this Agreement.
- 12.2. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination.

13. Interaction with End Users

- 13.1. In case of a payout resulting from Software over 10,000 (ten thousand) EUR per End User, **TSSP** may request the Licensee to provide proof of a particular payment to an End User. If payment is denied or the requested proof is not provided, the payout amount will be added to the total monthly GSR per Supplier for Fee calculation.
- 13.2. **TSSP** will not be held liable for fraudulent payouts or for payments as a result of or in connection with a defect in the Software/**Service**, made to an End User by the **Licensee**:
 - 13.2.1. unless checked and confirmed in writing by **TSSP**;
 - 13.2.2. as a result of Integration securities been misconfigured/disabled by the **Licensee**;
 - 13.2.3. technical negligence by the **Licensee**.

14. Commencement and Duration

- 14.1. This Agreement shall commence on the Effective Date and shall continue thereafter unless terminated in accordance with the provisions of clause 11.

15. Liability

- 15.1. **TSSP** and/or any group company of **TSSP** or any of their directors, officers, employees, agents, or consultants shall not be liable in any event for:
 - 15.1.1. Any indirect or consequential loss or damages;
 - 15.1.2. Any loss of opportunity, reputation, goodwill, profit of anticipated savings, business, or contracts arising out of or in any way in connection with this Agreement or the use or performance of the **Service** or the Software.
- 15.2. For the purpose of this Agreement actual damages shall never include loss of profit or other similar indirect damages.
- 15.3. The Parties acknowledge that from time to time, as a result of hardware failure and/or third parties' failures, the services provided under this Agreement by **TSSP** may be temporarily disrupted. The **Licensee** acknowledges and accepts that neither **TSSP** nor any of its members, shareholders, directors, officers, employees or representatives and/or its respective **Suppliers**, as applicable, will be liable to the **Licensee** for any

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direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with these temporary disruptions.

- 15.4. Software Products are delivered by third-party Suppliers and the **Licensee** shall hold **TSSP** harmless from any direct losses, damages, liabilities, costs, and expenses suffered or incurred as a result of or in connection with defects in the Products. **TSSP** shall provide full assistance to the **Licensee** in order to resolve such matters.
- 15.5. Without prejudice to Clauses 15.1 to 15.3, **TSSP's** total aggregate liability under this Agreement and that of its employees, consultants, and group companies, however, it should arise, will in no circumstances whatsoever exceed the amount of twenty-five thousand euros (€25,000).

16. SLA

- 16.1. **TSSP** will use its reasonable commercial endeavors to provide the **Licensee** with a reasonable technical back-up and support for the **Service**.
- 16.2. The following contact details shall be used in the following cases:
 - 16.2.1. The issue is inconvenient or annoying but there are clear workarounds or alternates. Use email: support@1gamehub.com
 - 16.2.2. The issue is a background or planned task and will be addressed when time permits or on the planned date. Use a dedicated technical Skype group.
 - 16.2.3. A complete business down situation. The Licensee and/or a Sub-Licensee is unable to operate. A major component of the Licensee's/Sub-Licensee's ability to operate is affected. Some aspects of the business can continue but it's a major problem. The Licensee's/Sub-Licensee's core business is unaffected but the issue is affecting the efficient operation by one or more End Users. Use phone numbers: +370 608 02669; +386 51 725 777.

17. Notices

- 17.1. Any notice required or permitted to be given pursuant to this Agreement shall be sent or delivered to the other party as follows:

To **TSSP** at: compliance@1gamehub.com To the **Licensee** at: george@upgaming.com

- 17.2. All notices which are permitted or required to be given hereunder shall be in writing and shall be sent via email/s, stated above or additionally agreed.

18. Miscellaneous

- 18.1. The **Licensee** hereby undertakes to comply with any applicable Data Protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement.
- 18.2. During this Agreement and for a period of at least twenty-four (24) months after this Agreement expiration or termination, the **Licensee** warrants not to, directly or indirectly, hire or solicit any employee, consultant, independent contractor or agent of **TSSP** or its Associates, or anyone who was an employee, consultant or independent contractor of **TSSP**, or encourage any employee, consultant, independent contractor of **TSSP** to terminate such employment or other relationship with **TSSP**. In case of a material breach of this provision, the **Licensee** shall pay a compensation fee of 25,000 (twenty-five thousand) EUR.
- 18.3. **TSSP** shall not be liable for failure to perform or delay in performing any obligation under this Agreement, or for any damages, if it is caused by any circumstances beyond its reasonable control, including, but not limited to acts of God, war, civil commotion, interruption in public communication networks or services, industrial dispute and Internet or similar attacks ("Force Majeure").
- 18.4. This Agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings, arrangements, discussions, correspondence, and negotiations relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty (whether made innocently or negligently) other than as expressly set out in this Agreement.
- 18.5. No person other than the **Licensee** and **TSSP** shall have any rights under this Agreement.
- 18.6. This Agreement may be executed in any number of identical counterparts with the same effect as if all parties hereto all had signed the same document.
- 18.7. Either Party informs the other if it becomes aware of any Software/**Service** error or bug.
- 18.8. The **Licensee** informs **TSSP** if a claim is brought against the **Licensee** in respect to which indemnity can be sought against **TSSP** or a Supplier.

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- 18.9. The **Licensee** provides to **TSSP** any other information or documentation that **TSSP** may reasonably request. The **Licensee** provides **TSSP** with non-personally identifiable information in relation to the demographics of End Users using each Product, including currency and IP upon the request of **TSSP**.
- 18.10. The **Licensee** shall require prior written consent from **TSSP** to issue press releases or make any public statements with respect to the Agreement.
- 18.11. The **Licensee** shall be required to present to **TSSP** due diligence and Know Your Customer ("KYC") documentation: (i) Certificate of Incorporation; (ii) Memorandum of Association and Articles of Association; (iii) Register of Directors; (iv) corporate organizational structure showing ownership percentages; (v) identification and verification documentation of the ultimate beneficial owners and directors. Moreover, **TSSP** may require the **Licensee** to provide any necessary update to KYC documentation or provide any additional documentation, not mentioned here, at any time during the term of this Agreement. The **Licensee** agrees to provide any documentation referred to in this term to **TSSP** within twenty (20) Business Days after the initial request. In the event that such documentation is not provided or such documentation is not to the reasonable satisfaction of **TSSP**, which is not remedied within five (5) Business Days, **TSSP** shall be entitled, at its sole discretion, to disable the Service and the Software.

19. Applicable Law and Dispute Resolution

- 19.1. If any term, clause, or provision of this Agreement is held unlawful, void, or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part.
- 19.2. Any disputes arising from the performance of the Agreement shall be settled through negotiations. If the Parties fail to resolve the Dispute through negotiation, the Disputes shall be settled by a relevant court of arbitration in Lithuania, pursuant to the procedure provided by the law of Lithuania.

The Parties have executed this Agreement on the Effective Date, with full knowledge of its content and significance, and intending to be legally bound by the terms hereof.

For and on behalf of
A78 Studios LLC
Date: 29-Aug-2023



Name: Jude P. Reyes
Position: General Manager

For and on behalf of
Santeda International B.V.
Date: 29-Aug-2023

DocuSigned by:

5DECE53D24E940E

Name: Onise Chimakhidze
Position: Auth. representative

APPENDIX A.1

Commercial Terms

to the Resale Agreement dated 29-Aug-2023 made by and between:

- (i) **A78 Studios LLC**, a company incorporated in St Vincent and the Grenadines, registration number 3068 LLC 2023 and registered address: Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines (hereinafter referred to as **“Technical Solution Service Provider” (“TSSP”)**,
- (ii) **Santeda International B.V.**, a company incorporated in Curacao, registration number 151296 and registered address at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curacao (hereinafter referred to as **“Licensee”**),

In accordance with Section 4 below is a list of Suppliers and Rates.

Suppliers	RoW*	Turkey
7Mojos Live Dealer	8.5%	8.5%
7Mojos Slots	7%	6.5%
Apollo Play	8.5%	7.5%
BetSolutions**	8.5%	11%
BGaming	8.5%	6.5%
Booongo	8.5%	8.5%
Caleta Gaming	8.8%	8.5%
Charismatic***	8.5%	11%
EURASIAN Gaming	8.5%	7.5%
eBet	8.5%	8.5%
Edge Gaming***	9.5% (12%)	9.5%
Elbet	9%	9%
ELYSIUM Studios	7.8%	7.8%
EvoPlay	7.5%	7.5%
FAZI	9%	8.8%

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Felix Gaming	9.5%	8.5%
Funky Games	7.5%	7%
Games Global	10.5%	10.5%
Games Inc	7.8%	7.3%
Gamzix	7.5%	7.5%
Inbet	9%	8%
KA Gaming	7.5%	7.5%
Kiron Interactive	12%	9%
Lotto Instant Win	9.5%	9.5%
Mancala Gaming	7.3%	7.3%
MrSlotty	6.5%	7%
NetGame	8%	7%
NetGaming	7.5%	7.5%
NSoft	9.8%	9.8%
PG SOFT****	7.8%	7.3%
Play Pearls	8%	7%
Red Rake Gaming	9.5%	9.5%
SimplePlay	7.5%	7.5%
SpadeGaming	8.5%	8.5%
SuperLotto Games	8%	8%
TPG (TripleProfitGames)	7.5%	7.5%

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TrueLab	8%	6.5%
Virtual Generation	9.5%	9.5%
Wazdan	9.5%	8%
WeAreCasino	8%	8%

*Rest of the World (RoW) are all territories except Asia and other territories in specific cases, mentioned in this Appendix.

**For BetSolutions/Charismatic the RoW Rate excludes Turkey. The Rate for Turkey is 11%.

***For Edge Gaming the RoW Rate excludes Africa. The Rate for Africa is 12%.

****For PGSoft the RoW Rate excludes Thailand. The Rate Fee for Thailand is 10%.

For and on behalf of

A78 Studios LLC

Date: 29-Aug-2023

J.P.R. eyes

Name: Jude P. Reyes

Position: General Manager

For and on behalf of

Santeda International B.V.

Date: 29-Aug-2023

DocuSigned by:
Onise Chimakhidze
5DFCF53D24E940E...

Name: Onise Chimakhidze

Position: Auth. representative

APPENDIX B.1

to the Resale Agreement dated 29-Aug-2023 made by and between:

- (i) **A78 Studios LLC**, a company incorporated in St Vincent and the Grenadines, registration number 3068 LLC 2023 and registered address: Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines (hereinafter referred to as **“Technical Solution Service Provider” (“TSSP”)**,
- (ii) **Santeda International B.V.**, a company incorporated in Curacao, registration number 151296 and registered address at Abraham Mendez Chumaceiro Boulevard 50, Willemstad PO BOX 4750, Curacao (hereinafter referred to as **“Licensee”**),

Restricted territories

Suppliers	Restricted territories
7Mojos	Bulgaria Israel USA
Apollo Play	Armenia Czech Republic (only with license) Georgia Italy (only with license) Poland Slovakia (only with license) Spain (only with license) UK USA
BetSolutions	USA
BGaming	none
Booongo	Georgia Lithuania Ukraine USA
Caleta Gaming	Australia Iran Iraq North Korea Syria United Kingdom USA
Charismatic	USA
eBET	Cambodia Hong Kong Macao North Korea Singapore South Korea Taiwan USA

Edge Gaming	Armenia France Georgia Hong Kong UK USA
Elbet	UK USA
ELYSIUM Studios	Australia Hong Kong Italy Philippines Singapore Taiwan Netherlands UK USA
EURASIAN Gaming	Aruba Australia Bonaire France Netherlands Saba Singapore St. Maarten Statia USA

Evoplay Entertainment	Afghanistan Australia Bulgaria Cuba Curacao France Iran Iraq Israel Jordan Libya North Korea Pakistan Philippines Singapore Somalia South Sudan State of Palestin Sudan Syria Tunisia Turkey UK USA Yemen
Fazi	Australia Germany Netherlands USA
Felix Gaming	Bulgaria Israel Lithuania USA
Funky Games	China Philippines Singapore Taiwan

JPR

Games Inc	Albania Barbados Botswana Cambodia Ghana Iceland Jamaica Mauritius Mongolia Myanmar Nicaragua Pakistan Panama Syria The Bahamas Uganda USA Yemen Zimbabwe
Gamzix	Aruba Bonaire Curacao France Netherlands UK Saint Martin USA
Inbet	Aruba Belize Bonaire Curacao France Germany Israel Netherlands Saba Singapore St. Maarten Statia UK USA
KA Gaming	none
Kiron Interactive	Australia China North Korea Philippines Singapore South Africa USA
Lotto Instant Win	USA
Mancala Gaming	France USA

Games Global All Content	Afghanistan Australia Belarus China Crimea Cuba France Hong Kong Iran Israel North Korea Russia Singapore South Africa Syria Taiwan Turkey USA Vatican City
Games Global BattleStar Galactica	Australia Burma France Iran Israel Libya North Korea Singapore South Africa Sudan Syria Turkey USA
Games Global Branded	Australia France Israel Singapore South Africa Turkey USA
Games Global Playboy Games	Australia Burma Canada France Iran Israel Libya North Korea Singapore South Africa Sudan Syria Turkey USA
Games Global Progressives	Australia France Israel Singapore South Africa Turkey USA
MrSlotty	Lithuania USA

NetGame	Curacao Dutch West Indies France Netherlands UK Ukraine USA
NetGaming	Afghanistan Albania Algeria Angola Australia Dutch Caribbean France Hong Kong India Iran Iraq Israel Kuwait Lithuania Netherlands North Korea Pakistan Panama Papua New Guinea Singapore Sudan Syria Taiwan Uganda USA Yemen Zimbabwe
NSoft	none
PGSoft	Australia Iran Israel Latvia Macau Malaysia North Korea Singapore Taiwan USA
PlayPearls	Israel UK USA

JPR

Red Rake Gaming	Australia Belgium Croatia Czech Republic Denmark Estonia France Israel Latvia Lithuania Netherlands Poland Portugal Romania Spain UK USA
SimplePlay	Korea
SpadeGaming	Philippines Taiwan
Superlotto Games	Latvia Lithuania

TPG (TripleProfitGames)	none
TrueLab	USA
Virtual Generation	none
Wazdan	Afghanistan Antigua and Barbuda Aruba Australia Belgium Bulgaria China Cuba Cyprus Denmark France Hong Kong Iran Iraq Italy Japan Kahnawake Latvia Libya

Wazdan	Macau Malaysia Netherlands Netherlands Antilles Philippines Poland Portugal Republic of Serbia Singapore Spain Sudan Sweden Syria Turkey UK USA
WeAreCasino	Australia Netherlands USA

For and on behalf of
A78 Studios LLC
Date: 29-Aug-2023

J.P.R. eyes

Name: Jude P. Reyes
Position: General Manager

For and on behalf of
Santeda International B.V.
Date: 29-Aug-2023

DocuSigned by:
Onise Chimakhidze
5DFCF53D24E940E...

Name: Onise Chimakhidze
Position: Auth. representative