



AZBGames N.V
Zuikertuintjeweg Z/N (Zuikertuin
Tower)

INTERNATIONAL SERVICES AGREEMENT

CONTRACT DETAILS

Parties

Xite Holdings Ltd (ACN;653 153 809) (**XHL**) of Level 34/1 Eagle Street Brisbane 4000 The Holding Company (Hold-C0) (**Recipient**)

-AND-

AZBGames N.V of Zuikertuintjeweg Z/N (Zuikertuin Tower), Curaçao (ACN 158003) (AZBG) The Subsidiary Company (**Provider**).

AGREEMENT SUMMARY

The Provider has engaged the Recipient to provide the Services. By signing this Agreement, the Recipient accepts the terms and conditions of this Agreement and agrees to provide the Services.

DETAILS

- i. **Commencement Date** 10th May 2023
- ii. **Completion Date**, This Agreement shall be in force without any stipulated completion date.
- iii. **The Services**
 - To administer the day-to-day business and affairs of the Subsidiary, provide or cause to be provided services in respect of the Subsidiary's daily operations,
 - Authorize payment on behalf of the Subsidiary of expenses incurred on behalf of the Subsidiary and negotiate contracts with third party providers of services (including, but not limited to, custodians, transfer agents, legal counsel, auditors, insurance companies and printers).
 - keep and maintain the books and records of the Subsidiary and supervise compliance by the Subsidiary with record-keeping requirements under applicable law.
 - deal with banks, insurance companies and

custodians, including the maintenance of bank records and the negotiation and securing of bank financing or refinancing and insurance policies, monitor relationships with the Banks, Banking Accounts, Payment Gateway providers, auditors, legal counsel, insurance agents and other organizations or professionals serving the Subsidiary.

Prepare or cause to be prepared accounting, management, and other reports, including reports of the Subsidiary's performance to shareholders, interim and annual reports to shareholders and financial statements, such financial statements to be prepared in accordance with generally accepted accounting principles (including, without limitation, International Financial Reporting Standards), as applicable from time to time applied on a consistent basis.

Provide or cause to be provided all other administrative services and facilities required by the Subsidiary in relation to its shareholders including, without limitation, the preparation for and holding of meetings of shareholders and other services for the provision of information to shareholders.

Provide such other managerial and administrative services and carry out such other duties as may be reasonably required for the ongoing business and administration of the Subsidiary, subject to the directions and orders of the Subsidiary from time to time, which directions and orders shall be reasonably consistent with the nature of the duties set out above. The Subsidiary grants and delegates to the Hold-Co the power and authority to act in the name of and on behalf of the Subsidiary for the purpose of providing and performing the management and administrative services.

Records and Reporting the Hold-Co shall keep at all times proper books of account and records relating to the services performed hereunder, which books of account and records shall be accessible for inspection by the directors of the Subsidiary at any time during normal business hours.



LEGAL TERMS

1. Definitions and interpretation

1.1. Definitions

The following words have these meanings in this Agreement unless the contrary intention appears:

Agreement means this International Services Agreement including any annexure;

Commencement date means 10th May 2023.

Confidential Information means any information that is:

- (a) Information, ideas forms, specifications, processes, statements, formulae, trade secrets, drawings and data (and copies and extracts made of or from that information and data) that is not in public domain is considered confidential information; and
- (b) confidential by nature, stipulated as confidential or any other information that would be reasonably considered to be confidential due to the value of the information.

Intellectual Property Rights means all present and future rights in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights, whether created, written, developed, or brought to existence by the Recipient, in the provision of the Services.

Details means the order for Services provided to the Subsidiary from the Recipient from time to time.

Services means the services specified in the Details of the service or as agreed between the Parties from time to time.

1.2. Interpretation

In this Agreement:

- (a) references to a person include an individual, firm or a body, whether incorporated or unincorporated;
- (b) clause headings are for references only and shall not form part of this Agreement nor used in the interpretation of this Agreement;
- (c) if the time of doing an act or thing under this Agreement falls on a day which is not a Business Day, then the time of doing that act or thing shall be deemed to be the next Business Day;
- (d) words in the singular include the plural and vice versa in accordance with the context of which that word is used;
- (e) words importing a gender include other genders;
- (f) a reference to a clause is a reference to a clause in this Agreement;
- (g) a reference to any of the words 'include', 'includes' and 'including' is to be read as if followed by the words "without limitation";
- (h) a reference to a statute, ordinance, code or law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to any party include that party's executors, administrators, substitutes, successors and permitted assigns; and
- (j) each party has participated in the negotiating and drafting of this document and in the event of ambiguity or a question of interpretation arising, this Agreement is to be construed as if the Agreement was drafted jointly.

2. 1. Commencing the Services

- (a) The Provider will commence the Services on or before the Commencement Date.

3. 2. Completing the Services

The Provider agrees to complete the services in section iii.

Goods and Services Tax

Unless otherwise stated, all amounts, including out of pocket expenses, expressed, and described on or in connection with this Agreement and/or its Order Details, are listed in Australian Dollars (AUD) and are GST inclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, inclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

4. Copyright and Intellectual Property Rights

4. 1. Intellectual Property Rights

- (a) The Provider recognises that all Intellectual Property are the property of the Recipient, and the Provider will take all such steps as practicable to ensure that the Intellectual Property will vest in and remain vested in the Recipient.
- (b) The Provider warrants that the Provider owns the Intellectual Property Rights in the Intellectual Property delivered to the Recipient in the provision of the Services.
- (c) The Provider grants to the Recipient a non-exclusive, transferable, royalty-free, perpetual licence to use and intellectual property rights owned by the Provider which have been used in completion of the Services, that were already in existence prior to commencing the Services.

4.2. Indemnification

The Provider hereby indemnifies and agrees to keep indemnified the Recipient against all liability, losses or expenses incurred by the Recipient in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

4.3 Payment: Services Fee In consideration for the management and administrative services provided by the Hold-Co to the Subsidiary pursuant to this Agreement, the Subsidiary shall not request any payment for the services.

4.4 Agreed Forms of Communication, The Recipient and the Provider agree to communicate by email, or via meetings.

Severance

5. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

5.1. Assignment

The Provider agrees for the Recipient to delegate, assign, novate and/or subcontract any obligations pursuant to this Agreement to any person without the Provider's consent.

5.2. Entire Agreement and Modifications

- (a) Both the Recipient and the Provider confirm and acknowledge that:
 - (i) This Agreement shall constitute the entire agreement between the Provider and the Recipient shall supersede and override all previous communications, either oral or written, between parties.
 - (ii) No agreement or understanding varying or extending this Agreement shall be binding upon any party unless arising out of the specific provisions of this Agreement; and
 - (iii) If for whatever reason there is inconsistency between this Agreement and any other agreement, this Agreement shall prevail.



AZBGames N.V
Zuikertuintjeweg Z/N (Zuikertuin
Tower)

Executed as an Agreement on the 10th day of May 2023

Executed for Xite Holdings Ltd by its
authorised representative:

Signature. *craig austin*

Name and Title; Craig Austin, CEO
