

BILLING SERVICES AGREEMENT NO. 1

This BILLING SERVICES AGREEMENT No.1 (the "Agreement") is entered into as of May 2, 2022, by and between:

SHARKSCODE B.V., a legal entity duly established and acting under the laws of Curacao with the registered number 154900, and having its registered office at E-Commerce Park Vredenberg, Curaçao, (hereinafter referred to as the "Merchant"), and

GAMBITCODE MANAGEMENT LTD, a legal entity duly established and acting under the laws of the Republic of Cyprus, with the registered number HE 417465, and having its registered office at 35, Achaion, 5th Floor, Office 17, Agios Andreas, 1101, Nicosia, Cyprus (hereinafter referred to as the "Agent"),

Merchant and Agent are hereinafter sometimes referred to individually as "Party" and together collectively as "Parties".

Agent and Merchant hereby agree that the following terms and conditions, and those outlined in any executed exhibit(s) or amendment(s) attached hereto, or as may be mutually agreed upon in separate writing(s) attached hereto at some future date, apply to the subject matter of this Agreement and shall be binding upon the Parties.

WHEREAS:

Merchant owns and/or operates the website(s) and/or mobile application(s) through which customers may purchase and utilize various interactive content and/or virtual services Worldwide;

Agent provides the billing services designated to collect and send payments from/to customers for various interactive content and/or virtual services;

Agent will open merchant account(s) in providers of payment processing services to receive and send payments from/to Merchant's customers worldwide;

Agent will operate the said merchant account(s) in providers of payment processing services on his behalf;

Agent will accumulate payments from Merchant's customers and, upon Merchant's request, will transfer the funds to the banking account of Merchant or a person specified by Merchant;

Merchant wishes to mandate and instruct the Agent to collect payments and send funds to customers for the Merchant's interactive content and/or virtual services, and the Agent wishes to render such billing services in good faith under the terms set forth herein;

NOW, THEREFORE, in consideration of the promises, conditions, and warranties herein contained, the Parties agree as follows:

1. DEFINITIONS

- 1.1. "Business Day" shall mean a day other than a Saturday or Sunday and not being a public holiday, and on which banks are open for business either in the country of incorporation of Merchant (for the definition of time for obligations and other performances to be executed by Merchant) or in the country of incorporation of Agent (for the definition of time for obligations and any other performances to be executed by Agent).
- 1.2. "Chargeback" shall mean the return of funds to the Customer, forcibly initiated by the Payment Processing Provider under the instruction of the Customer due to efforts or the fraud (which is defined as theft and fraud committed using a credit card or any similar payment mechanism as a fraudulent source of funds in a transaction, such as unauthorized use of a card as alleged by the cardholder).
- 1.3. "Agent Fee" shall mean the compensation that Agent charges Merchant for the billing services under this Agreement, as specified in Section 7.
- 1.4. "Customer" shall mean the end-user, subscriber, purchaser, or another natural person that concluded an agreement with Merchant for consumption of the Services.
- 1.5. "Merchant Website" shall mean a website or a mobile application (as defined in Schedule A owned and/or operated by Merchant and through which Customers may purchase and utilize the Services.
- 1.6. "Payment Processing Provider" shall mean a third party (as defined in Schedule B) that offers services for accepting payments by a variety of payment methods.

- 1.7. "Term" shall mean the period in section 12.2.
- 1.8. "Terms of Services" shall mean terms and conditions or provisions of the Services and displayed at the Merchant Website.
- 1.9. "Territory": shall mean all the countries or jurisdictions of the world, where Merchant is permitted to provide the Services and where the Customer is permitted to consume the Services.
- 1.10. "Services" shall mean any services, content, virtual goods, and/or items offered, made available at, or otherwise enabled by Merchant at the Merchant Websites to the Customer in exchange for the monetary or other valuable consideration.
- 1.11. In this Agreement, unless the contrary intention appears:
- 1.12. Any references, express or implied, to statutes or statutory provisions, shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or after the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
- (i) References to Sections or Schedules are to Sections in and to Schedules to this Agreement (unless the context otherwise requires).
 - (ii) Headings are inserted for convenience only and shall not affect the construction of this Agreement.
 - (iii) References to persons shall be deemed to include natural persons, companies, and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states, and any other organizations (whether or not in each case having separate legal personalities).
 - (iv) A reference to any gender shall be deemed to include a reference to any another gender. The singular shall be deemed to include the plural and vice versa.

2. APPOINTMENT. SUBJECT MATTER

- 2.1. Merchant hereby appoints Agent and Agent hereby accepts the appointment, as Merchant's non-exclusive commercial limited agent solely to manage the collection of payments from and send refunds to the Customers in the Territory for Services through the applicable payment methods provided by Agent through the Payment Processing Providers.
- 2.2. Agent shall be responsible for collecting payments from and sending refunds to the Customers and timely and accurately paying the Merchant Settlement Amounts according to the instructions of the Merchant.
- 2.3. In accepting an appointment as the Agent of Merchant under this Agreement, Agent assumes no liability for any acts or omissions of Merchant, and Merchant understands that Agent's obligation to pay Merchant is subject to and conditional upon receipt of the associated payments from Customers.
- 2.4. For the avoidance of doubt, Agent does not and will not provide banking, deposit taking, stored value, insurance, currency conversion, or any other financial services to a Merchant other than serving as a limited agent as outlined in this Agreement.
- 2.5. To provide the billing services under this Agreement, the Agent utilizes third party payment gateways, payment processors, merchant acquirers, and/or merchant acquiring banks with which it establishes relationships and list of which is specified in Schedule B (collectively, the "Payment Processing Providers"), and both Merchant and Agent are subject to the rules and regulations of such Payment Processing Providers. For convenience, Agent shows Merchant a balance of proceeds from the Customers for the Services in Agent account, however, that balance merely reflects the amount of payments collected by the Payment Processing Providers and represent only a general unsecured claim against Agent and not a store of value or a deposit/current account.
- 2.6. Agent and Merchant may, from time to time, agree in writing title payment methods provided by Agent to the Customers through the Payment Processing Providers, which may include acceptance of payments from card-based payment networks, such as Visa®, MasterCard® (collectively, the "Card Schemes"), and non-card based payment networks such as direct debit and other alternative forms of payment
- 2.7. Except to the extent outlined in a direct agreement between Merchant and one of the Payment Processing Providers, Merchant is not a direct party to any agreement with any Payment Processing Provider, nor is Merchant a third party beneficiary of any such agreement.
- 2.8. Agent hereby confirms and declares that any account established by Agent in the Payment Processing Provider for receiving, holding, and distributing the amounts from/to the Customers or Merchant under the provisions of this Agreement, shall belong to Agent beneficially and absolutely. The termination of this Agreement shall not create any obligation for Agent to close such account.
- 2.9. In addition, by accepting a particular Card Scheme payment type (e.g., MasterCard, Visa), the Merchant is

authorizing the owner of that Card Scheme and its affiliates to use Merchant name, address, and the Website URL in any media from time to time.

3. PAYMENTS AND REFUNDS PROCESSING

- 3.1. Merchant shall direct the Customers to remit their payments through the applicable payment methods provided by Agent through the Payment Processing Providers, and Merchant shall act for all such transactions as an entity that receives the proceeds from the Customers under a settled order for the Services and is ultimately responsible for the financial transaction.
- 3.2. Merchant shall provide the Services to the Customers who paid for such Services through the Agent subject to the terms and conditions of the Terms of Services. Conclusion of an agreement with any its Customer is at the discretion of Merchant and does not have to be justified.
- 3.3. Merchant agrees that a payment made by a Customer to Agent shall be considered the same as a payment made by a Customer directly to Merchant, and Merchant will sell or provide all advertised Services to the Customer as if Merchant had directly received the payment from such Customer, regardless of whether the payments have yet to be received from Agent.
- 3.4. Agent shall charge the Customers for the Merchant only such prices that are clearly defined and specifically instructed by Merchant in the Terms of Services. Agent shall not have the right to charge the Customers any additional amounts in excess.
- 3.5. Agent shall perform any refunds to Customers according to the Terms of Services without special initiation or approval of Merchant.
- 3.6. Agent shall bear the responsibility and the costs associated with the Chargebacks. Agent shall make its best efforts to prevent the occurrence of the Chargebacks. Agent shall carefully track and manage the Chargebacks, take steps to avoid future Chargebacks, and take appropriate measures to recover Losses from the Customers who are financially liable for the transactions that were charged back.

4. RIGHTS AND OBLIGATIONS OF MERCHANT

- 4.1. Unless otherwise specified in this Agreement, the Merchant is responsible for all and any activities required by or otherwise related to the development, production, delivery, updating, and promotion of the Services, including all information used in the Services. Merchant reserves the right to change at any time the Services or the Territory without prior written notice to Agent, if any circumstances, at the discretion of Merchant, make such change desirable.
- 4.2. Merchant shall perform or allow the Customers to access the Services immediately upon Agent's notification to Merchant of such Customer's payment for the Services, or within such longer time frame after receipt of the notification from Agent as specified in the relevant agreement between Merchant and the Customer.
- 4.3. Merchant shall make sure that the payment methods provided by Agent are available for the Customers through the electronic user interface displayed to and used by the Customer at the Merchant Website.
- 4.4. Neither Agent, nor any of its representatives are an employee of Merchant for any purpose whatsoever, but an independent contractor. Merchant is interested only in the results obtained by Agent.
 - 4.4.1. Merchant shall not have the right to require Agent to (i) conform to any fixed or minimum number of hours devoted to carrying out its obligations under this Agreement, (ii) follow prescribed itineraries, or (iii) do anything else which would jeopardize the relationship of independent contractor between Merchant and Agent.
 - 4.4.2. All expenses and disbursements, including those for travel and maintenance, entertainment, office, clerical and general selling expenses, that may be incurred by Agent in connection with this Agreement shall be borne wholly and completely by Agent, and Merchant shall not be in any way responsible or liable, therefore.

5. RIGHTS AND OBLIGATIONS OF AGENT

- 5.1. Agent shall coordinate with Merchant technical personnel to make the payment methods provided by Agent available to the Customers. Merchant and Agent shall disclose to the Customers that the payment methods are provided by Agent, independently of Merchant, and that the billing inquiries or requests regarding the payment methods should be directed to Agent and not to Merchant.
- 5.2. Agent shall use commercially reasonable efforts to provide customer service and support to the Customers paying for the Services via the payment methods provided by Agent within the response time commensurate with that

provided by Merchant to its Customers.

- 5.3. Agent shall bear the responsibility and the costs associated with providing customer support services to the Customers with regard to availability and performance of the payment methods provided by Agent.
- 5.4. Agent shall obtain prior written approval of Merchant for any public relations, marketing, and advertising activities that Agent desires to undertake as long as such involves any references to Merchant and its affiliated entities, employees or consultants, products, brands, names, titles, and any other intellectual property and/or other proprietary rights. Strictly no license, whether assumed, implied or explicit is hereby granted for the use of any of the above under any circumstances without the prior written approval of the Merchant.

6. MERCHANT SETTLEMENT AMOUNT

- 6.1. Merchant may issue from time to time an invoice for payment of the Merchant Settlement Amount by Agent.
- 6.2. Agent shall pay the Merchant Settlement Amount to a bank account specified by Merchant in the invoice at the closest Business Day after the end of the seven (7) day period in which Agent receives the invoice of Merchant.
- 6.3. Merchant may specify in the invoice issued for payment of the Merchant Settlement Amount a bank account of a third party, and such payment of the Merchant Settlement Amount by Agent shall be considered the same as a payment made by a Merchant directly to such third party. Agent and Merchant shall sign, execute and deliver in good faith the appropriate documents necessary for making such payment of the Merchant Settlement Amount to a third party.
- 6.4. Unless otherwise agreed upon between Merchant and Agent, all amounts of the Merchant Settlement Amount shall be calculated and payable to Merchant in the, Canadian dollar (CAD), US dollar (USD) or euro (EUR), as specified by Merchant at its discretion in the invoice for payment of the Merchant Settlement Amount.
- 6.5. If the Agent receives the payments from the Customers in the currencies other than the currency of the Merchant Settlement Amount, Agent shall calculate the Merchant Settlement Amount based on the selling exchange rate published on the website bloomberg.com as of the day when the Merchant Settlement Amount is due to be payable by Agent to Merchant.
- 6.6. The Merchant Settlement Amount shall not include value-added tax, if payable. Merchant shall be liable to pay any taxes, charges, and levies that may apply to the Merchant Settlement Amount. Furthermore, should Agent be required to make any such payments, Merchant shall on Agent's first demand indemnify and hold Agent harmless in respect of any such taxes, charges, and levies.
- 6.7. The Agent shall bear banking and other transactional expenses incidental to payment of the Merchant Settlement Amount.

7. AGENT FEE

- 7.1. In consideration of billing services provided under this Agreement by Agent to Merchant, Merchant shall pay to Agent the Agent Fee.
- 7.2. The Agent Fee shall be one (1) percent of the Merchant Settlement Amount received from Agent on banking accounts according to instructions of Merchant subject to the terms and conditions of this Agreement.
- 7.3. The Agent Fee shall be payable in the currency in which Merchant Settlement Amount is payable according to this Agreement.
- 7.4. An amounts in this Agreement are gross amounts but exclusive of any value-added tax (VAT), sales tax, income tax, consumption tax, or any other similar tax, duty, fee, levy, or other governmental charge, customs duties, and other levies (Taxes), except as specified otherwise.
- 7.5. The Agent Fee shall not include value-added tax, if payable. Agent shall be liable to pay any taxes, charges, and levies which may apply to the Agent Fee. Furthermore, should Merchant be required to make any such payments, the Agent shall on Merchant's first demand indemnify and hold the Merchant harmless in respect of any such taxes, charges, and levies.
- 7.6. Agent shall deduct the Agent Fee from the amounts received from the Customers for the Services under this Agreement until such Agent Fee is fully paid.

8. REPORTING

- 8.1. Agent shall provide Merchant with weekly and monthly reports.

- 8.2. Agent shall keep proper books of accounts and records, files, documents, and correspondence relating to all dealings and transactions made, entered into, or arranged by Agent for or in connection with this Agreement.
- 8.3. Agent shall, at Agent's expense, make available for Merchant's inspection all the books of accounts and records, files, documents, and correspondence referred to above, and shall provide their copies to Merchant upon reasonable request by Merchant.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Agent is hereby granted a revocable, royalty-free, non-exclusive License, without the right to grant sublicenses, to use the logos, trademarks, trade names, copyrights, and any other intellectual property rights of Merchant (including the rights which are licensed to Merchant by a third party) and relating to the Services (the "Intellectual Property Rights"), whether registered or not, exclusively as Agent must carry out its obligations under this Agreement.
- 9.2. Agent's right to use the Intellectual Property Rights shall cease immediately upon expiration or termination of this Agreement.
- 9.3. Agent may use the Intellectual Property Rights solely and strictly by the branding manual and guidelines provided by Merchant. The agent may not use the Intellectual Property Rights against the interests of the Merchant. Agent shall not register, or permit the registration by a third party, of the Intellectual Property Rights.
- 9.4. Each Party hereby grants the other Party permission to use its name and company details in the agreements and on its websites.

10. PERMITS AND COMPLIANCE. PERSONAL DATA

- 10.1. Each Party shall be fully and solely responsible for (i) obtaining and maintaining any applicable regulatory licenses, permissions, approvals, consents or certifications necessary to carry out its obligations under this Agreement, (ii) compliance with any and all applicable laws and regulations, as may be necessary for carrying out its obligations under this Agreement, (iii) compliance with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption or to anti-money laundering. Each Party shall provide reasonable assistance necessary to obtain and maintain such applicable regulatory licenses, permissions, approvals, consents, or certifications, and to ensure the said compliance with applicable laws and regulations.
- 10.2. Merchant shall ensure that every Customer, before making a payment for the Services via payment methods provided by Agent, grants his/her consent to the Agent's unrestricted processing (including collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction) of the Customer's personal data collected, recorded and stored by Merchant, in particular Agent's right to transfer such personal data to the Payment Processing Providers, including the Card Schemes, within the limits necessary for carrying out its obligations under this Agreement.
- 10.3. Each Party 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 under this Agreement.
- 10.4. Each Party shall act in a loyal manner and good faith in its relations with other Party and shall provide other Party with all documents, information, technical advice, and support which are reasonably required for the proper performance by other Party of its activities under this Agreement. Such documents, information, technical advice, and support shall be for the account of the Party, which provides them.

11. LIABILITY. NON-WAIVER

- 11.1. Without prejudice to Section 11.3, the Parties' entire liability resulting from the other Party's failure to perform any of its obligations under this Agreement shall be the Parties' actual, direct damages as might be provable in a court of law.
- 11.2. Without prejudice to Section 11.3, neither Party shall be liable to the other Party for any incidental, indirect, or consequential damages such as but not limited to, compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated fees on sales or anticipated sales, or expenditures, investments, or commitments made in connection with this Agreement or connection with the performance of obligations hereunder.
- 11.3. If any sums due to be paid by Agent to Merchant under this Agreement are not paid when due, then in addition to its other rights, Merchant may at its sole discretion:

- a) require Agent to pay immediately amounts due under this Agreement that are invoiced but unpaid;
- b) charge interest at the London Interbank Offering Rate (LIBOR) plus 5 percent (5 %) per annum on the overdue amount, accruing on a daily basis from the date the sum fell due for payment until it is paid in full;
- c) recover from Agent all and any damages, including any incidental, indirect or consequential damages such as but not limited to, compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated fees on sales or anticipated sales, or expenditures, investments or commitments made in connection with this Agreement or connection with the performance of obligations hereunder;
- d) recover from Agent reasonable legal costs (including attorney fees and internal costs) which incur for recovering the overdue amounts;
- e) terminate this Agreement.

11.4. The failure of either Party hereto to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive that Party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

12. TERM AND TERMINATION

- 12.1. This Agreement shall take effect on the date first written above and the initial term of this Agreement shall be one (1) year (the "Initial Term").
- 12.2. This Agreement shall automatically renew at the end of the Initial Term for successive periods equal to one (1) year (each a "Subsequent Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least thirty (30) days before the expiration of the Initial Term or any Subsequent Term. Initial Term and any Subsequent Term shall together constitute the "Term".
- 12.3. This Agreement may be terminated by the written mutual agreement of the Parties.
- 12.4. Each Party may unilaterally terminate this Agreement without cause by giving the other Party no less than thirty (30) days written notice of Termination to the address specified in the address details of the other Party.
- 12.5. Each Party shall have the right to immediately terminate this Agreement by written notice if:
 - (a) the other Party by any act or omission commits a material breach (or several breaches that jointly may be deemed material) of this Agreement, and such breach (or breaches, if capable of remedy) remains unremedied thirty (30) days from the date the defaulting Party having received a notice requesting remedy;
 - (b) the other Party becomes insolvent or starts negotiations about composition with its creditors or petition in bankruptcy is filed by or against it or it makes an assignment for the benefit of its creditors, enters into voluntary or involuntary liquidation, has a receiver appointed over all or parts of its assets or it becomes evident that the other Party is, or will be, unable to perform its obligations under this Agreement
- 12.6. Upon Termination by either Party, Merchant shall be liable for all outstanding obligations to Agent and Agent shall be liable for all outstanding obligations to Merchant. Each Party shall immediately remove from its displays and cease use of any icons and other trademarks or logos that belong to the other Party. Agent shall immediately terminate its agreements with the Payments Processing Providers in the part related to the subject matter of this Agreement and promptly inform its other relevant partners that the Agreement between Agent and Merchant has terminated.

13. CONFIDENTIALITY AND NON-USE

- 13.1. Each Party acknowledges that it will have access to proprietary or confidential information (the "Confidential Information") of the other Party, including, but not limited to, the terms of this Agreement. Confidential Information entitled to protection under this Agreement shall include, without limitation, technical data, trade secrets, any plans about the products or services of the either Party, customer, or supplier lists including without limitation databases, marketing plans, software, source codes for various software, processes, technology, inventions, and designs, either Party's financial information including, without limitation, its books and records, either Party's marketing information, either Party's or a third party's confidential product information, whether or not any such information is marked as confidential, and, in addition, any other information identified as confidential by appropriate markings on any documents exchanged or, if disclosed orally, on a subsequent written notice provided within ten (10) calendar days of disclosure.
- 13.2. Each Party will protect the Confidential Information of the other Party in the same manner in which it protects its Confidential Information (but in any event will use no less than reasonable care), except as may be specifically permitted hereunder.
- 13.3. The obligations of confidentiality and non-use specified above will not apply to any information of one Party

which:

- (i) was known by the other Party before the date of this Agreement and not obtained or derived, directly or indirectly, from such Party or its affiliates, or if so obtained or derived, was lawfully obtained or derived and is not held subject to any confidentiality or non-use obligations;
- (ii) is or Becomes public or available to the general public otherwise than through any act or default of the other Party in violation of the provisions of this Agreement;
- (iii) is obtained or derived prior or after the date of this Agreement from a third party which is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations;
- (iv) is independently developed by such Party without the use of the other Party's Confidential Information; or
- (v) is required to be disclosed by one of the Parties under applicable law or under a government or court order, provided, however, that the obligations of confidentiality and non-use will continue to the fullest extent not in conflict with such law or order; and, if and when a Party is required to disclose such Confidential Information under any such law or order, such Party will, to the extent legally permissible, give notice to the other Party to allow such Party to make efforts to obtain a protective order or take such other actions as will prevent or limit public access to, or disclose such Confidential Information.

13.4. Access to all Confidential Information. shall be restricted to those employees of the receiving Party's immediate organization, parent corporations, subsidiaries, and other persons, such as consultants, attorneys, and other advisors needing to know to perform services specifically requested by one Party or the other to fulfill the purpose of this Agreement. The receiving Party shall notify such employees or persons of the proprietary nature of the Confidential Information and shall require such employees or other persons to agree to maintain the confidentiality of the Confidential Information on the same Terms as set forth herein. Except as expressly permitted by this Agreement, the Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party.

14. NOTICES

14.1. If the Parties have not agreed otherwise in writing, any written notice required or permitted to be given under this Agreement or any other communication shall be in writing and shall be delivered:

- (a) personally or by commercial courier to the Parties due to receive the notice or communication at its address set out below:
 - (i) to Merchant at: E-Commerce Park Vredenberg, Curacao;
 - (ii) to Agent at: 35, Achaion, 5th Floor, Office 17, Agios Andreas, 1101, Nicosia, Cyprus; or
- (b) subject to Section 14.3, by email: if otherwise not agreed by the Parties in writing, to email addresses of the Parties which appear on the invoice issued by Merchant; or
- (c) by facsimile: if otherwise not agreed by the Parties in writing, to the numbers of the Parties which appear on the invoice issued by Merchant.

14.2. A notice shall be deemed to have been received by the other Party:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by commercial courier, on the first working day after the sender has received confirmation of delivery;
- (c) if sent by email, on the first working day after sending;
- (d) immediately, if sent by facsimile (subject to proof of satisfactory transmission by the sender).

14.3. Where a notice is to be given by email, the email shall be in ASCII plain text digital format or in a digital format previously confirmed by the intended recipient to be readable by such recipient and shall attach a PDF (Adobe portable document format) version of the notice produced by scanning a hard copy of the notice (which hard copy notice should be in writing, legible and signed in manuscript by the person or persons giving it). The email shall identify in the body of the email who the email is from and to whom it is addressed (the email address shall not be enough to indicate this) and shall state that the attachment is a notice which is given under this Agreement.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. The Agreement, its conclusion and execution, and any other relations between the Parties under or in connection

with this Agreement shall be governed by the substantive laws of the Republic of Cyprus. All matters that are not settled or fully settled by this Agreement shall be regulated by the substantive law of the Republic of Cyprus.

15.2. In case of any disputes between the Parties on the matters under or in connection with this Agreement, the Parties will make all reasonable efforts to resolve them through negotiations.

15.3. The Parties hereby expressly submit to the exclusive jurisdiction of the courts of the Republic of Cyprus to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or foundation.

16. ASSIGNMENT

16.1. Merchant shall be entitled to sublicense its rights and to assign or novate any of its rights and obligations to any its affiliate or by way of security to a bank or other financial institution providing any credit to Merchant or any its affiliate, upon written notice to Agent from time to time. Where Merchant wishes to novate any of its rights or obligations, Agent undertakes to work with Merchant in good faith and acting reasonably in order to agree on the form of and to execute and give effect to an appropriate novation agreement.

16.2. Agent shall not be entitled to assign or otherwise seek to dispose of or encumber any of its right or obligations under this Agreement without the express written prior consent of Merchant.

17. GENERAL PROVISIONS

17.1. **Warranties.** Each Party represents and warrants to the other Party that in respect of itself:

(a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated; and

(b) it has full power to enter into and to exercise its rights and perform its obligations under, this Agreement, and this Agreement, when executed, will constitute the valid, lawful, and binding obligations of it, by its Terms.

17.2. **Force Majeure.** No Party shall be deemed in default of this Agreement to the extent that performance of its respective obligations or attempts to cure any breach is delayed or prevented because of any Act of God, fire, natural disaster, accident, the act of government, or any other cause beyond the reasonable control of such Party; provided, that the Party influenced by such force majeure circumstances shall, within seven (7) calendar days, notify the other Party by cable or fax message of emergence, type and expected duration of force majeure circumstances preventing the notifying Party from the performance of its obligations under this Agreement. The existence of such force majeure circumstances must be confirmed by a Chamber of Commerce or other independent body. If such notification is not sent by the above provision, the Party influenced by force majeure circumstances shall not have the right to refer to such force majeure circumstances as the reason for its non-performance of obligations under this Agreement. During the existence of force majeure circumstances releasing the Parties from their obligations hereunder, the Parties suspend the performance of their obligations without any sanctions. In the event of such force majeure circumstances existing for over six (6) months, the Parties shall negotiate further performance of this Agreement. If the Parties do not agree in this respect, each of the Parties has the right to terminate this Agreement unilaterally by sending the other Party notice of termination.

17.3. **No Partnership.** Nothing contained in this Agreement shall be construed as creating any partnership, employer-employee relationship, or joint venture between the Parties.

17.4. **Entire Agreement.** This Agreement, combined with the Schedules attached hereto, states the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties hereto, oral or written, concerning the subject matter hereof.

17.5. **Severability.** Should any provision of this Agreement be determined to be unenforceable or prohibited by any applicable law, such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition without invalidating the balance of such provision or any other provision of this Agreement. The Parties agree and undertake to amend this Agreement as necessary and in such a manner as to legally permit them to fulfill their obligations hereunder.

17.6. **Headings.** Section headings are inserted for convenience and shall not define, limit, construe or describe the scope or extent of such section.

17.7. **Written Modification.** No modification, addendum, amendment, clarification of this Agreement or of any provision hereof shall be effective unless in writing and signed by both Parties.

17.8. **Originals.** This Agreement is made in two (2) copies, both in English, one copy for each of the Parties.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this Agreement and that by signing this Agreement they agree to be bound by all terms, conditions, and obligations contained herein.

Merchant

By: SHARKSCODE B.V.

Name: Artem Sydorin

Title: Authorized representative

Signature



Agent

By: GAMBITCODE MANAGEMENT LTD

Name: Artem Sydorin

Title: Authorized representative

Signature



SCHEDULE A

Merchant Websites

<https://slotscity.com>

Merchant

Agent

By: SHARKSCODE B.V.

By: GAMBITCODE MANAGEMENT LTD

Name: Artem Sydorin

Name: Artem Sydorin

Title: Authorized representative

Title: Authorized representative

Signature



Signature



SCHEDULE B

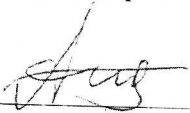
Payment Processing Providers

1. The Merchant instructs the Agent to open accounts with the following payment providers.
 - 1.1. GIGADAT Inc. - incorporated in Canada with Corporate Number 1122364-0;
 - 1.2. MiFinity UK Limited - incorporated in Northern Ireland with Register Reference 900090;
 - 1.3. Skrill Limited - registered in England and Wales with company number 4260907;
 - 1.4. Coinspaid and Cryptoprocessing - registered as:
 - (I) Dream Finance OÜ, Harju maakond, Tallinn, Kesklinna linnaosa, Kai tn 4, 10111, Estonia;
 - (II) Dream Finance UAB, Laisvės pr. 10, Vilnius, Lithuania;
 - (III) Dream Payments Sp. z o.o., Rondo organizacji narodów zjednoczonych Str. 1, nr 1, lok. XXV floor, Warsaw, 00-124, Poland.
2. The list of payment providers is not exclusive and can be altered upon the request of Merchant and if agreed by Parties.

Merchant

By: SHARKSCODE B.V.
Name: Artem Sydorin
Title: Authorized representative

Signature



Agent

By: GAMBITCODE MANAGEMENT LTD
Name: Artem Sydorin
Title: Authorized representative

Signature

