

LICENCE AGREEMENT № SGTV-____

15 July, 2022

Geeker Technology N.V., with its business address Abraham de Veerstraat 9 Curacao, represented by **Geeker Technology N.V.** hereinafter referred to as the "Licensee", on one hand, and

SGTV TECH LIMITED (Cyprus), represented by **LSTS MANAGEMENT LIMITED**, acting as Director, hereinafter referred to as the "Licensor", on the other hand, hereinafter jointly referred to as the "Parties" and each individually as the "Party", have entered into the following Licence Agreement (hereinafter referred to as the "Agreement") as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The Licensor hereby grants to the Licensee a non-exclusive license for the Games (hereinafter referred as the "Licence"), where the «Games» includes the following:

1.1.1. Computer software program "**SportgamesTV**" (**platform for sports games and accepting bets on them**) (platform for sports duels), which consists of the following components:

1. A software system consisting of Front-end and Back-end parts for the following games:

- the game "darts";
- the game "bridge";
- game "shootouts NHL21";
- the game "boxing";

2. live broadcasts of sports competitions for the corresponding software systems:

- broadcasting of darts competitions;
- broadcasting of bridge competitions;
- broadcasting of competitions in computer e-sports (hockey);
- broadcasts of sports competitions in computer e-sports (boxing),

1.1.2. Computer software program «**Aviatrix**»;

1.2. Licensee accepts such Licence and agrees to pay for such Licence to the Licensor as stipulated herein. The number and list of Games that the Licensee would like to place on his website are determined by the Licensee at his own discretion.

The Parties have agreed that the new Games would be available and licensed to the Licensee under terms of the Agreement automatically as soon as the Parties reach an agreement about integration via electronic means of communication without any need to sign additional agreements or change this clause 1.1.1-1.1.2.

The content of the Games shall conform to the requirements agreed by the Parties in Email correspondence and/ or Annexes hereto.

Licence term – 1 (one) year from the date of Licence granting which shall be the date of signing of relevant Act of Transfer.

The Licensor has other computer software programs, which can be automatically integrated into the platform with the Licensee's consent, without the signature of additional agreements to this Agreement.

1.3. The Licence shall be granted by the Licensor under this Agreement for use of the Games by the Licensee for its own needs or for conducting business activities.



____ / Geeker Technology N.V.



____ / LSTS MANAGEMENT LTD

2. RIGHTS AND DUTIES OF LICENSOR

The Licensor undertakes to:

- 2.1. Grant Licence to the Games pursuant to the provisions specified herein.
- 2.2. Guarantee confidentiality of the data furnished by the Licensee, including access passwords for accessing restricted data if applicable.

3. RIGHTS AND DUTIES OF LICENSEE

The Licensee undertakes to:

- 3.1. Accept the Games and the Licence granted, sign an Act of Transfer and deliver signed copy thereof to the Licensor within five (5) business days from the date of receipt of the relevant Act by the Licensee.
- 3.2. Pay up the Games and Licence in the procedure set out in Clause 4 herein.

The Licensee has the right to:

- 3.3. Sublicense the software listed in clause 1.1. of this Agreement and integrate it to Licensee's clients / to those sublicensees which are preliminarily approved by the Licensor via e-mail pobal.mikalai@aviatrix.bet.

4. PRICE AND PAYMENT PROCEDURE

4.1.1 The cost of the Licence (royalty) under this Agreement for the software computer program «SportgamesTV» and «Aviatrix» is calculated as a part of Gross Gaming Revenue (GGR) and is paid and calculated in the following order:

- royalties in the amount of 5,00 % of GGR, where **GGR (Gross Gaming Revenue)** is the sum of all bets in the relevant Game made by players in the Games operated by the Licensee and/or Licensee's sublicensees, minus all winnings received by the players in the Games operated by the Licensee and/or Licensee's sublicensees.

The final royalty amount is set in invoices and agreed by the Parties via email and other addresses indicated as contact details.

4.2. Payment for the Licence (payment of royalty) is carried out in Euro. All payments under the Contract are carried out in Euro.

4.3. The Licensee shall fulfill payment on a monthly basis within thirty (30) days from the moment the invoice is issued.

4.4. The Licence hereunder shall be granted not later than 20 July, 2022.



_____/ Geeker Technology N.V.



_____/ LSTS MANAGEMENT LTD

5. WARRANTY BY THE LICENSOR

The Licensor represents and warrants to the Licensee that:

5.1. He has the full right and authority to execute, officially, to transfer and to perform its obligations under this Agreement. He is the sole Licensor for the Licence granted under the present Agreement.

5.2. There are no agreements or arrangements with third parties, the terms of which prevent or may prevent the conclusion of the present Agreement or will or may significantly hinder the performance of its obligations under this Agreement.

5.3. It is not and none of its Directors is not a party to any litigation, proceedings or disputes which will have, or may have a material adverse effect on its ability to perform its obligations under this Agreement.

5.4. It is not aware of circumstances that may lead to the inability to timely and continuous performance of its obligations under this Agreement.

5.5. The Licensor will disclose to the Licensee software programs possessed by third parties which are involved in the Games and/or required for operating the Games thereof.

5.6. The Licensor will perform its obligations hereunder pursuant to all relevant applicable laws and resolutions.

6. WARRANTY BY THE LICENSEE

The Licensee represents and warrants to the Licensor that:

6.1. He has the full right and authority to execute, officially, to transfer and to perform its obligations under this Agreement.

6.2. The Licensee possesses or is entitled to provide the data required for the performance of the present Agreement.

6.3. The Licensee will furnish the Licensor with accurate data related to the present Agreement.

6.4. Save the cases specified in Clauses 5 and 6 herein, each Party irrevocably waives any claims, warranties, representations, terms and liabilities, including warranties in respect to merchantability and applicability for a certain purpose.

7. THE INTELLECTUAL PROPERTY RIGHTS

7.1. All intellectual property rights to Games under this Agreement shall be granted by the Licensor to Licensee under the terms of non-exclusive licence in full to use without limitations by territory simultaneously with the Games upon the Act of Transfer and such rights should (with no restrictions) involve all intellectual property rights to any parts of the Games.

7.2. The Licensee shall acquire all rights to use the Games upon the signing of Act of Rights transfer. The Licensor acknowledges that the Licensee and his successors shall be entitled to acquire and own on its behalf all intellectual property rights to the Games hereunder.



/ Geeker Technology N.V.



/ LSTS MANAGEMENT LTD

7.3. The Licensor represents and warrants that the Games shall be original and shall not be duplicated from any third party's materials and that the intellectual property rights to Games shall be free of any claims by any third parties to the property right thereto. The Licensor further represents and warrants that all the intellectual property rights to the Games shall not infringe (resulting from their use, possession or otherwise) the intellectual property rights of any third party.

7.4. The Licensor is aware that the Licensee has the right to sublicense the Licence to third parties upon preliminary approval by the Licensor via e-mail pobal.mikalai@aviatrix.bet.

8. SETTLEMENT OF DISPUTES

8.1. This Agreement shall be governed by and construed in accordance with the laws of Cyprus, and the Parties hereto agree that the Courts of Cyprus shall have exclusive jurisdiction to hear and decide on any dispute, action or proceedings and to resolve any disputes arising in connection with this Agreement that cannot be settled amicably or by agreement.

8.2. The pre-trial claim procedure of disputes settlement is required under this Agreement. All disputes and differences of any kind which may at any time arise between the Parties relating to the validity of the Agreement as a whole or of its parts, or to the interpretation of the Agreement and everything associated with its content and conclusions following from the Agreement, or disputes in connection with the use of rights, the fulfilment of obligations or liability of the Parties, shall be settled by the Parties primarily through negotiations.

9. FORCE MAJEURE

9.1. A Party shall be released from responsibility for partial or complete non-execution of its liabilities hereunder if it proves that proper execution thereof has not been possible due to force majeure circumstances which the Parties could neither foresee nor prevent by reasonable actions in the course of performing this Agreement.

9.2. The Parties shall be entitled to defer the performance of this Agreement for a period during which such force majeure circumstances exist.

9.3. Each Party shall promptly advise the other Party of the occurrence of such force majeure events. A notice thereof should contain data on a nature of such events and be accompanied with the official documents proving the existence thereof and, where possible, providing an assessment of an impact caused thereby on a relevant Party's ability to discharge its liabilities hereunder.

10. AGREEMENT VALIDITY, PROCEDURE OF INTRODUCING AMENDMENTS AND TERMINATION

10.1. This Agreement shall be effective as of the day of its signature by the Parties and terminate upon the fulfilment of liabilities hereunder in full scope.

Any of the Parties has the right to unilaterally and extrajudicially refuse to execute the Agreement and revoke the Licence (for the Licensor) with prior notification of the other Party at least thirty (30) days before the date of such refusal.



_____/ Geeker Technology N.V.



_____/ LSTS MANAGEMENT LTD

10.2. Any amendment herein shall be executed in the form of a supplementary agreement. Such a supplementary agreement shall be an integral part hereof and should be signed by the Parties. The Parties acknowledge legal validity of the documents communicated by electronic or facsimile means of communication, as well as scans of the signed documents.

11. MISCELLANEOUS

11.1 This Agreement, including its Appendices, supersedes all prior agreements, arrangements, and undertakings between the Parties. The Parties' obligations under any pre-existing non-disclosure agreements however shall remain in full force and effect in so far as there is no conflict between the same.

11.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorised officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement.

12. DETAILS AND SIGNATURES OF THE PARTIES:

12.1. THE LICENSEE

Geeker Technology N.V.

Abraham de Veerstraat 9 Curacao



Geeker Technology N.V.

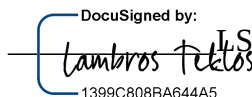
12.2. THE LICENSOR

SGTV TECH LIMITED

28 Oktovriou, 367, MEDITERRANEAN COURT,

1st floor, Flat/Office A5, 3107, Limassol, Cyprus

TIN: 104253280



LSTS MANAGEMENT LIMITED

1399C808BA644A5...



/ Geeker Technology N.V.



/ LSTS MANAGEMENT LTD