

CERTIFICATION STATEMENT

I, **Baindurashvili Mariami**, hereby certify that the document titled **"Director's Employment Contract"** between **Irakli Kalmakhelidze (passport N: 18AA38599)** and **Gaming Gravity LLC (registration N: 286.110.1219600)**, dated **[2022/02/23]**, is a true copy of the original document, which I have personally seen and verified.

This certification refers to the document as presented.

✓ This document consists of six (6) pages, all of which I have seen and verified.

Certified this 17th day of **April, 2025**

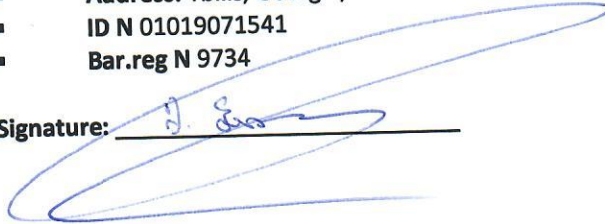
Name: Baindurashvili Mariami

Designation: LEPL Georgian Bar Association Lawyer

Contact Details:

- **Phone:** +(995) 593448882
- **Address:** Tbilis, Georgia, CH.Bendeliani st, 1b block, 1080
- **ID N** 01019071541
- **Bar.reg N** 9734

Signature: _____



Director's Employment Contract

Yerevan

Date: 2022/02/23

This agreement is concluded between:

Gaming Gravity LLC, a Company registered under the laws of Republic of Armenia, Tax identification number: 02853505, and registration code: 286.110.1219600, Address: Room 709, 7th Floor, 26/1 V.Sargsyan Str., Erebuni Plaza, Yerevan 0010, RA (hereinafter "Company")

And

Mr. Irakli Kalmakhelidze, Citizen of Georgia, Passport Number: 18AA38599, Address: Batumi Street N26, Kutaisi, Georgia (hereinafter "director")

Together called as "Parties"

Article 1. Subject of the Agreement

1.1 This agreement is concluded following the resolution of the General Meeting dated 2022/02/23, according to which Mr. Irakli Kalmakheilidze has been appointed as a director of the company.

1.2. This agreement defines the duties, rights and responsibilities of the parties.

1.3. This agreement is concluded according to the Articles of Association of the company, and in case of collision among them, the terms of the Articles of Association shall prevail.

1.4. Parties hereby agree that this agreement is concluded by Parties through their free will, hence, Parties are entitled to rescind this contract for any reason and at any time, without prejudice to the Parties' rights to claim fulfillment of any residual contractual duties.

1.5. At least minimum social protection guarantees, mutatis mutandis, shall apply to the director, such as: Freedom of Labor, right on the fair terms of the labor relationships, right on the fair remuneration, right on the paid/unpaid leave, as well as maternity/parental leave, right of the director to work in a healthy and safe environment.

Article 2. The duration of the Agreement and the Termination

2.1. This agreement shall become effective upon both parties signing it ex tunc, from 23rd day of February 2022 and shall be effective for 3 years.

2.2. If the term of office of the director, envisaged in the article 2.1, is not extended or rescinded before the expiration of the term of office, the agreement shall be deemed to be prolonged indefinitely.

Article 3. Terms of the remuneration

3.1. The amount of the remuneration of the director is 500 000 AMD (four hundred and seventy thousand) including taxes and mandatory payments, on a monthly basis. The company will be responsible for paying any duties and taxes applicable by RA legislation.

Article 4. Place of work, time and leave

4.1. The director is aware that, based on the needs, he/she might be relocated to perform his/her duties, including abroad. Any reasonable costs incurred will be reimbursed by the company.

4.2. Based on the character of the director's duties, the incumbent will be responsible to independently define his/her work time. The latter work time in any event must be sufficient for director to bona fide exercise his/her duties and responsibilities.

4.3. The director is entitled to use the paid/unpaid leave, as well as maternity/parental leave according to the laws of RA.

4.4. The director is responsible to inform the General Meeting at least 1 month prior to enjoying the right of the leave stipulated in the article 4.3. The shareholder body is responsible to decide on the aforementioned matter, taking into account the contemporary corporate considerations.

4.5. The director is responsible to delegate some of his/her duties to the specified person. Incumbent's role must be approved by the General Meeting and necessary registration procedures shall be followed in the public registry extract of the company. The registration procedures shall not be undertook, if the delegated person is a director himself/herself in the company, and who is also registered as a director in the public registry extract of the company.

Article 5. Director's duties

5.1. The director undertakes the executive and representative roles of the company.

5.2. The director has to:

5.2.1. Fully channel his/her knowledge and competencies, as well as time to the benefit of the company's long term sustainable success;

5.2.2. Undertake due diligence process regarding company's contractors, including the reputation, creditworthiness, inter alia;

5.2.3. Enhance the goodwill/reputation of the company;

5.2.4. Any transaction or contract, beyond company's ordinary course of business, has to be ex ante negotiated with the General Meeting;

5.2.5. Any transaction or contract, the total sum of which exceeds 50 % of the company's net assets, shall be ex ante negotiated with the General Meeting;

5.2.6. Obey the Bylaws and internal regulations of the company and always act intra vires;

5.3. The director:

5.3.1. Organizes the process of preparing, convening and holding regular and/or extraordinary meetings of Company's participants;

5.3.2. Organizes and/or ensures execution of the General Meeting's decisions;

5.3.3. Disposes the assets of the Company, including financial means in the manner prescribed by the Law, the Charter and/or the General Meeting's decisions;

5.3.4. Executes transactions and sign contracts on behalf of the Company;

5.3.5. Represents the Company in relations with state and/or local self-government bodies, natural and/or legal entities in the Republic of Armenia and/or abroad;

5.3.6. Acts without a power of attorney on behalf of the Company;

5.3.7. Issues powers of attorney for the third persons to act on behalf of the Company;

5.3.8. Opens accounts in banks and/or credit organizations (including in foreign currency) with the right of first signature, upon approval by the General Meeting.

5.3.9. Provides the authenticity of the data used in the State Register of Legal Entities of the Republic of Armenia on registered participants of the Company, stocks owned by the

Company and/or the Company's participants and/or for the transfer of stock of the Company through notarized transactions;

5.3.10. Submits to the General Meeting for approval the internal working rules of the Company, the statutes of separate subdivisions, institutions and/or companies established by the Company, the administrative and organizational structure of the Company;

5.3.11. Within his/her competence, issues orders, directives; gives instructions for mandatory execution and controls the implementation thereof;

5.3.12. Recruits and dismisses employees of the Company, including heads and/or staff members of separate units, enterprises of the Company;

5.3.13. Executes assignment of employee bonuses and disciplinary measure application;

5.3.14. Executes other functions not reserved for the exceptional powers of the General Meeting and provided for by the RA legislation and / or the Charter.

5.4. Any contract or transaction, that shall be concluded with the connected persons of the directors, or transaction that raises the concerns about the conflicts of interests, shall be forthwith notified to the General Meeting and shall be proceeded only upon General Meeting's decision. For this article, the term "connected persons" include: family members of the director; Companies/organization, regardless of their legal form, where the director owns the shares, or holds the executive/non-executive roles; Companies/organization, regardless of their legal form, where the director's family members own the shares, or hold the executive/non-executive roles;

5.5. The director, shall not in any event, exploit the opportunities related to the company's course of business, to the benefit of himself/herself or to the benefit of third parties, which has become known due to him/her performing the role of the director or his/her status as a director. The in advance permission is not required, if the General Meeting has waived company's interest to exploit a particular opportunity.

5.6. It is immaterial, whether company could or could not exploit any relevant opportunity, including its financial duress or other reasons.

5.7. The requirements of the article 5.5. shall also apply on the director within 2 years after the termination of this agreement.

5.8. In case the director breaches his/her fiduciary duties, or acts ultra vires, that has caused material damage to the company, the Company is entitled to forthwith terminate this contract without being obliged to pay any compensation. Without prejudice to the latter, the company

is also entitled to claim any damages or profits avoided, or claim from the director to let to the company his/her claims against the third parties.

5.9. The company is also responsible to claim damages and profits avoided, in case of breach of article 5.7.

Article 6. Company's responsibilities

6.1. The company is responsible to:

6.1.1. Establish the environment necessary for the director to timely and accurately perform his/her duties;

6.1.2. Reimburse the director's business trip cost, that is reasonable and necessary to attain company's objectives.

6.1.3. Keep Director harmless against any claims associated with his role as a director, unless such claims stem from director's gross negligence, fraud, misconduct or breach of his/her fiduciary duties, or director acting ultra vires.

Article 7. Termination of the agreement

7.1. This agreement might be terminated unilaterally by both parties, or bilaterally upon both parties agreeing on it.

7.2. In case the agreement is rescinded by the company unilaterally, the company has to notify the director at least 45 calendar days before the termination takes place.

7.3. In case the agreement is rescinded by the director, he/she has to notify the company at least 45 calendar days prior to the termination.

7.4. In case of the pre-mature termination of this agreement, the director is waived from the right to claim any profits avoided.

Article 8. Intellectual property rights

8.1. Any rights over the products created by the director while he/she performing his/her directorial duties, will be regarded as a property of the company.

8.2. The company shall be entitled to insert its name or logo on the products envisaged in the article 8.1.

8.3. No additional remuneration is provided for the products envisaged in the article 8.1.

Article 9. Confidentiality

9.1. Director must not disclose the confidential and commercially sensitive information, unless otherwise provided by the legislation of RA. The latter stipulation shall stay effective even after the termination of this agreement, unless the company already disclosed in public the information in question.

9.2. For this article, the confidential or commercially sensitive information include, inter alia: information regarding the clients, contractors, suppliers, also any sort of data (written, oral, or electronic), that relates to the company's confidential or commercial data.

Article 10. Miscellaneous

10.1. This agreement is concluded in English language in two copies, from which one copy stays with the Company and another with the Director.

10.2. This agreement shall come into force upon both parties signing it and shall be deemed effective from 23rd day of February 2022.

10.3. In case any clause of this agreement is declared null and void by the court, other clauses remain into force, unless the voidness of any clause renders the fulfillment of the contract impossible.

10.4. Any dispute arising from this agreement shall be ruled by the Courts of RA according to the RA legislation.

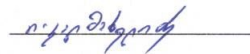
Director

Irakli Kalmakhelidze



Gaming Gravity LLC

Shareholder, Irakli Kalmakhelidze



სსიპ საქართველოს ადვოკატთა ასოციაცია
LEPL GEORGIAN BAR ASSOCIATION
წევრის მონიშვნა | MEMBERSHIP CARD



სახელი გვარი
ბერიამი ბაინდურაშვილი

სამოქალაქო სამართლის სპეციალიზაცია სიითი № 9734

ადვოკატი
LAWYER

პირადი № / ID №
01019071541

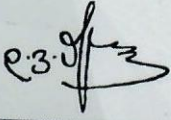
Name Surname
MARIAMI BAINDURASHVILI

Civil Law Specialization Bar reg. № 9734


საქართველოს ადვოკატთა ასოციაცია
GEORGIAN BAR ASSOCIATION

დამატებითი სპეციალიზაცია

Additional Specialization



თავმჯდომარე დავით ასათიანი
Chairman David Asatiani


www.gba.ge