

HypeUp N.V. Business Plan

15.04.2024, Version 1

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Introduction

This business plan is for HypeUp.com that is operated by HypeUp N.V. registered under No. 158500 at, Scharlooweg 39 U.20 P.O. Box 3075, Willemstad Curaçao (**Appendix A - Excerpt of HypeUp N.V.**). Business plan will present an information regarding:

- Description of Operations
- Customers
- Future of the company
- Mission of the company
- Industry
- Description of all key individuals and all owners
- Company ownership structure
- Company control structure
- Financial information.

Description of operations

Description of operations and business model of HypeUp N.V. registered under No. 158500 at, Scharlooweg 39 U.20 P.O. Box 3075, Willemstad Curaçao will use the URL: www.hypeup.com. Hypeup.com is online crypto casino where customers will make deposits by using cryptocurrencies in order to participate in the game of chance and PvP games offered on the website. Games of chance include Slots, Roulette, and Blackjack. Cryptocurrencies that Hypeup.com is allowing to be used on the website are Bitcoin, Litecoin, Ethereum, Tron, Dogecoin, Ripple, BitcoinCash and Tether USD. The outcome of the games is unknown since the games are based on random number generator. Customers can request their withdrawal in the cryptocurrencies mentioned above. No FIAT currencies are allowed to be used for deposit or withdrawal.

Customers

Our targeted customers of Hypeup.com are 18+ years old players from whole world apart from the restricted territories Dutch Caribbean (Aruba, Bonaire, Curaçao, Saba, Statia, St. Maarten), France, The Netherlands and United States of America and United Kingdom, who seek the gambling crypto experience on a different level.

Future of the Company

We are aware that there are many online crypto casinos who already established themselves as the biggest in the industry, but our mission is to bring the new gambling experience through the RNG games that we offer, PvP games in single player and multiplayer mode. Also, we want to distinguish ourselves from every casino through the easy sign-up process, user friendly KYC process, and new interface.

Mission of the Company

To create the best online crypto casino.

Industry

Online gambling industry is in a constant rise, with an estimation to reach USD 153.6 Billion by the year 2030. With the Internet access this estimation seems very possible. The ease of using smartphones or computers we are dedicated to bring to the customers our band as easy as possible.

Description of the Key Persons

- **UBO:** Killian McKeon-Eccles, born on 01 February 1994 with Irish nationality, holder of the Irish Passport No: PQ9457060, with residing address at Portomaso apartments, Laguna Apartment, 33212 Portomaso, St. Julians, Malta. – ***100% shareholder***
- **CEO:** Killian McKeon-Eccles, born on 01 February 1994 with Irish nationality, holder of the Irish Passport No: PQ9457060, with residing address at Portomaso apartments, Laguna Apartment, 33212 Portomaso, St. Julians, Malta. – ***Responsible for managing the all the teams, making the business decisions, main communication person with the third parties, regulatory bodies, responsible for developing the company,***
- **CFO:** Killian McKeon-Eccles, born on 01 February 1994 with Irish nationality, holder of the Irish Passport No: PQ9457060, with residing address at Portomaso apartments, Laguna Apartment, 33212 Portomaso, St. Julians, Malta. – ***responsible for managing financials of the company, tracking the cash flow, cost optimization.***
- **Head of Design:** Jorge Diaz – ***responsible for banner design, video design, gifs, creatives for affiliate platform, UI/UX, 3D animation.***
- **Head of HR:** Manuela Abela – ***responsible for recruitment.***
- **Head of Payment and Fraud:** Leonardo Henrique dos Santos – ***responsible for Payment processing, withdrawals, KYC, Fraud preventions.***
- **Head of Technology:** Dominic Watson – ***responsible for system integration, technical configuration, system administration. (Appendix B – HypeUp N.V. Business structure)***

Company ownership structure

UBO of Hypeup.N.V. is Killian McKeon-Eccles with 100% of shares (**Appendix C - Corporate ownership structure chart; Appendix D - Shareholder register**). Hypeup N.V. has appointed statutory director Allyant Group B.V. having its address registered at Scharlooweg 39 P.O. Box 3075, Willemstad, Curacao with company number: 151273, with Aldrin Thomas Wanga and Nathaniela Margarita Victoria Maria Kwidan as directors (**Appendix E - Directorship register**).

Company control structure

Control of 100% over Hypeup N.V. has Killian McKeon-Eccles. (**Appendix C - Corporate ownership structure chart**)

Investments

Initial investment that was used for investing in the casino at the end of 2021 and during 2022 was income obtained by UBO through his other business ventures (Feral Entertainment Limited* and Coineqt Group Ltd**). This investment is noted in the extended audited accounts for 2021 & 2022 (**Appendix F – Extended Audited Accounts 2021 & 2022**)

* Feral Entertainment Limited – Reg. No: HE 388908, Reg. Address: 1 Avlonos, Maria House, Nicosia, 1075 Cyprus

** Coineqt Group Ltd – Reg. No: C86650, Reg. Address: 30/1, Kenilworth Court, Sir Augustus, Bartolo Street, Ta' Xbiex, Malta

Further investments were made during 2023, including investments from UBO's other venture (Plutonomy Limited***) as well as UBO's personal funds. Breakdown table including future years investment forecast can be found in (**Appendix G – Investments**).

*** Plutonomy Limited - Reg. No: 000028000, Reg. Address: 9 Barrack Road, Belize City, Belize

Money flows description

- Money flow is deriving from deposits made from the players who will use cryptocurrencies (BTC, ETH, LTC, TRX, DOGE, XRP, BCH and Tether USD). Deposits by the players will be processed by the payment process provider AlphaPo LLC., a business company incorporated under the laws of Saint Vincent and the Grenadines under the company number 912 LLC 2021, with its registered office at Hinds Building, Kingstown, St. Vincent and the Grenadines. Hypeup.com and AlphaPo LLC entered into Crypto processing agreement on 11th August 2022. (**Appendix H – Signed Agreement between HypeUp.com and AlphaPo LLC**)

Detailed description of third-party suppliers

- **AlphaPo LLC.**, a business company incorporated under the laws of Saint Vincent and the Grenadines under the company number 912 LLC 2021, with its registered office at Hinds Building, Kingstown, St. Vincent and the Grenadines **is acting as payment processing provided for Hypeup.com**. Agreement is signed between both parties on 11th August 2022. (**Appendix H – Signed Agreement between HypeUp.com and Alphapo LLC**)
- **Softswiss** platform **is used for game platform**. That is based on Software License Agreement for provisions of access to online casino games for the purpose of distribution. Agreement is signed between Dama N.V Scharlooweg 39, Willemstad, Curaçao Reg. number 152125 (Provider) and Hypeup.com (Licensee) on 5th July 2022. (**Appendix I - Signed Game Platform Agreement between Softswiss and Hypeup.com**).
- **Billing agent for HypeUp N.V. is OMNIFARIOUS SERVICES LIMITED** based on the Agreement signed on 07 September 2022, an entity registered under the laws of Cyprus having its registered office at Avlonos, 1, Maria House, 1075, Nicosia, Cyprus and company registration number HE 389117, according to the contract signed by both parties on 7th September 2022. Hypeup.com does not have any subsidiary and will not use any subsidiaries. (**Appendix J – Signed billing agent agreement between Omnifarious Services Limited and HypeUp.com**)
- **Coineqt Group Limited** 30/1 Kenilworth Court Sir Augustus Bartolo Street, Ta Xbiex XBX 1093 C86650 VAT: MT25480005 **is back-office platform provider to Hypeup.com**. Coineqt Group Limited will offer technical support, access to the platform, code usage as described in the agreement and HypeUp N.V. will pay the agreed amount to the Coineqt Group Limited for the usage of the platform. Both parties signed the agreement on 1st October 2021. (**Appendix K - Signed back-office platform agreement between Coineqt Group Limited and Hypeup.com**).

Financial estimation for HypeUp.com for the period of three years includes the expected deposits and withdrawals per month. Financial estimation also includes marketing and operational costs of the workforce that will be engaged in running the online crypto casino.

Hypeup.com Forecast

Past and future investment breakdown can be found in (**Appendix G – Investments**).

2024 – 2026 Profit & Loss, Balance Sheet, Cash Flow Statement as well as assumptions used to produce these financial statements can be found in (**Appendix L – HypeUp N.V. 3 Year Forecast**).

Appendices

- Appendix A – Excerpt of HypeUp N.V.
- Appendix B – HypeUp N.V. Business structure
- Appendix C – Corporate ownership structure chart
- Appendix D – Shareholder register
- Appendix E – Directorship register
- Appendix F – Extended Audited Accounts 2021 & 2022
- Appendix G – Investments
- Appendix H – Signed Agreement between HypeUp.com and Alphapo LLC
- Appendix I – Signed Game Platform Agreement between Softswiss and Hypeup.com
- Appendix J – Signed billing agent agreement between Omnifarious Services Limited and HypeUp.com
- Appendix K – Signed back-office platform agreement between Coineqt Group Limited and Hypeup.com
- Appendix L – HypeUp N.V. 3 Year Forecast



UBO



CEO



CFO



Curaçao Commercial Register

Excerpt from the Commercial Register

Registration number: 158500 (0)
Date: February 23, 2022 Time: 3:25:03 PM

In the Commercial Register of the Curaçao Chamber of Commerce & Industry is registered under number 158500: HypeUp N.V.

Trade name	HypeUp N.V.
Legal form	Limited Liability Company
Official name	HypeUp N.V.
Statutory seat	Curaçao
Date of incorporation	September 2, 2021
Date established	September 2, 2021
Nominal Capital	100 share(s) with a nominal value of Euro 1
Fiscal year	The fiscal year is equal to the calendar year
Address	Scharlooweg 39 U.20
Country	Curaçao
Mailing address	P.O. Box 3075
Country	Curaçao
Description English	1. To organize, market, promote, manage, support and operate all types of remote gaming activities, comprising all types of games, betting and other operation of betting exchange, interactive casinos, bingos, lotteries and other interactive games and entertainment, for clients established or residing outside of Curaçao. 2. The company has the power to perform every act and thing profitable or requisite to the accomplishment of its purpose or connected therewith in the widest sense of the word, including the participation in, and the incorporation and management of other enterprises and companies. 3. The company is authorized to enter into a corporate agreement as meant in article 2:227 of the Civil Code. This agreement needs to be in writing.

Official(s)

1

Function	Statutory director
Title description	A
Name	Allyant Group B.V.
Registration number official	151273

Only valid if sealed and signed by the Chamber of Commerce.

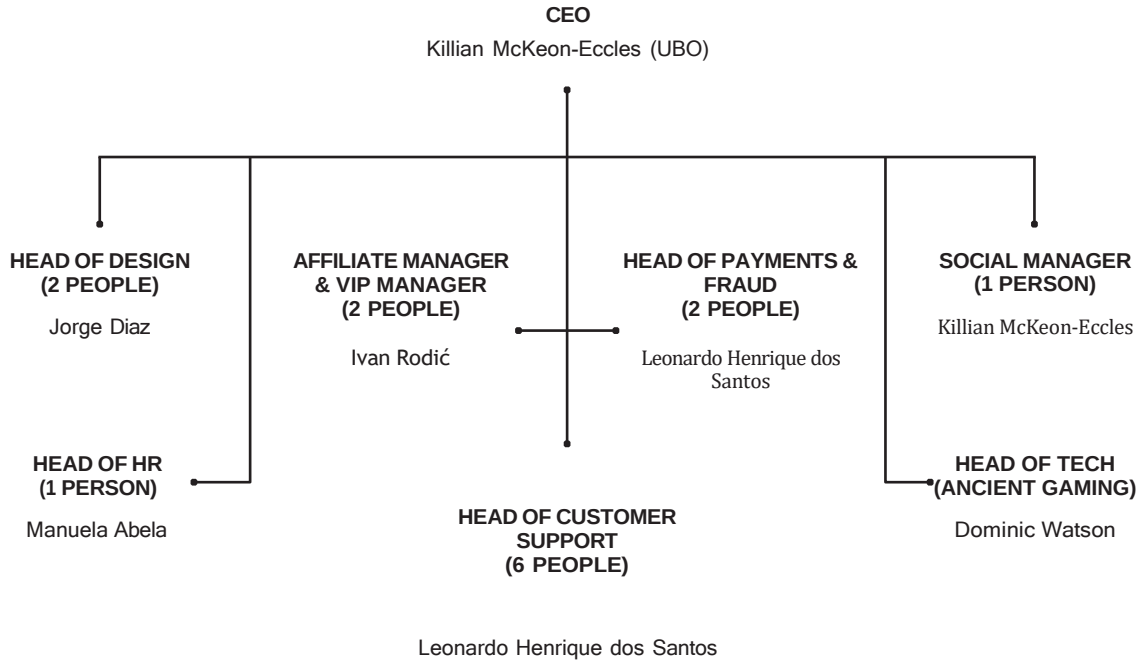
Curaçao, February 23, 2022
For Excerpt

I.N.M. Janga
Head Commercial Register



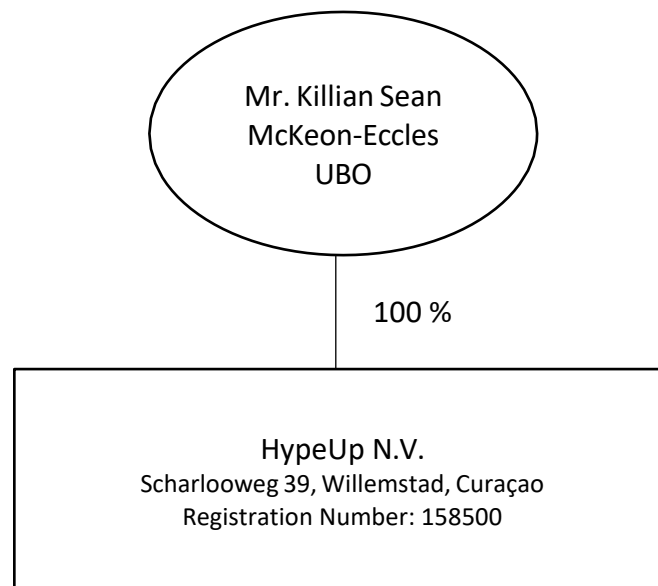
Appendix: B

ORGANIZATION STRUCTURE



Appendix: C

HypeUp N.V.
Corporate Chart
July 2022



By: Allyant Group B.V.
Date: July 15, 2022

Appendix D

Date of issue:
3-Sep-21

Stockregister of the Limited Liability Company
HypeUp N.V.
Established in Curaçao with incorporation date 2-SEP-2021

Shareregister No.
2

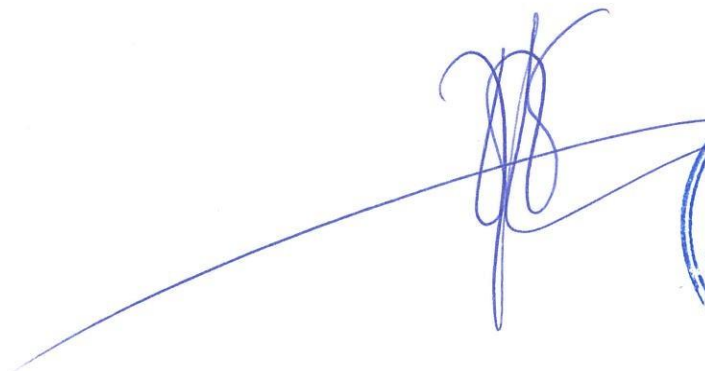
Name and surname of the owner	Residence and Address	Share Quantity	Number of Shares	Share Certificate Number	Amount paid Up	Date of acquisition	Date of transfer	Number of Share(s) Transferred	Remarks
Green Jade B.V.	Julianaplein 36, Willemstad, Curacao	100	1 u/l 100		EUR 100.00	02-Sep-2021	03-Sep-2021	100	
Killian Sean Mc Keon-Eccles	33212 Laguna Portomaso, St Julian's, STJ 3019, Malta	100	1 u/l 100			03-Sep-2021			

For and on behalf of
HypeUp N.V.


By: Allyant Group B.V.
Title: Managing Director

Appendix E

Issued for true copy of the register of directors of the private company with limited liability **Allyant Group B.V.**, established in Curaçao, by me, Mrs. Fanny Joan Cloose-Fung-A-Loi, LL.M., a civil law notary, officiating in Curaçao, on this 21st day of June, 2022.



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Curaçao,
This public document
2. has been signed by Fanny Joan Cloose-Fung-A-Loi, LL.M
3. acting in her capacity of civil law notary
4. bears the seal/stamp of civil law notary F.J. Cloose-Fung-A-Loi, LL.M.

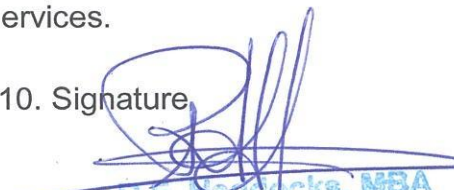
CERTIFIED

5. at Curaçao
7. Head Civil Status Register, Division,
Ministry of Public Administration, Planning and Services.
8. No. 4127
9. Seal/stamp

6. the

JUN 22 2022

10. Signature



R.F. Heddocks, MBA
Acting Head Civil Registry Office



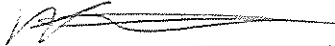
Register of Directors

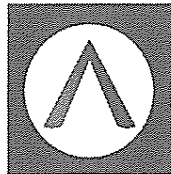
Company Name: **Allyant Group B.V.**
Company Registration Number: **151273**
Company Registration Address: **Scharlooweg 39, Willemstad, Curaçao**
Date of issuance: **February 17, 2022**

Name	Residential or Company Registered Address	Date of Appointment	Date of Resignation	Remarks
Ms. Nathaniela M.V.M. Kwidama	Seru Bottelier 4a, Willemstad, Curaçao	September 19, 2019		
Jesmanne M. Candelaria - de Paula	Jan van Campenstraat 16, Willemstad, Curaçao	October 22, 2019	May 31, 2021	
Mr. Aldrin T. Wanga	Grote Berg kavel N-50, Willemstad, Curaçao	November 16, 2021		

For and on behalf of

Allyant Group B.V.


By: Nathaniela M.V.M. Kwidama
Title: Managing Director



FINANCIAL STATEMENTS 2022

Curaçao Chamber of Commerce: 158500

Scharlooweg 39

Willemstad, Curaçao

HypeUp N.V.

HypeUp N.V.

Financial Statements

December 31, 2022

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HypeUp N.V.

Financial Statements
December 31, 2022

MANAGING DIRECTOR:

Allyant Group B.V.
Scharlooweg 39
Willemstad
Curaçao

HypeUp N.V.

Financial Statements December 31, 2022

DIRECTOR'S REPORT:

We are pleased to present you herewith the Financial Statements for the period September 2, 2021 through December 31, 2022.

Summary of activities

To organize, market, promote, manage, support and operate all types of remote and stationary gaming activities, and sports betting activities, comprising of all types of games, betting transactions, and other operation of betting exchanges, interactive casinos, bingos, lotteries, poker and other interactive games and to carry out any activities ancillary thereto by offering goods or services to persons who participate in licensed online gaming, for clients established or residing outside of Curaçao.

Result for the year

During the period under review, the Company recorded a net loss of EUR 38248, details of which are set out in the attached Profit and Loss account.

Curaçao, March 27, 2024



Allyant Group B.V.
Managing Director

HypeUp N.V.

Balance Sheet as at December 31, 2022

(In EUR, before appropriation of results)

ASSETS	Notes	2022
<u>Current assets</u>		
Prepaid expenses		10.417
Current account shareholder		100
		10.517
TOTAL ASSETS		10.517
 SHAREHOLDERS' EQUITY AND LIABILITIES		
<u>Shareholders' equity</u>		
	4	
Issued and fully paid share capital		100
Retained earnings		--
Net result for the year		(38.248)
		(38.148)
<u>Current liabilities</u>		
Current account Feral Holdings Limited		32.212
Current account Coineqt Group Limited		16.453
		48.665
TOTAL EQUITY AND LIABILITIES		10.517

HypeUp N.V.

Profit and Loss Account for the period
September 2, 2021 through December 31, 2022
(In EUR)

	Notes	2022
<u>Income</u>		
Revenue		--
Direct cost		19.436
Gross profit/(loss)		(19.436)
<u>Expenses</u>		
General and administrative expenses	5	18.812
		18.812
Result before taxation		(38.248)
Profit tax		--
NET RESULT FOR THE YEAR		(38.248)

HypeUp N.V.

Notes to the Financial Statements September 2, 2021 through December 31, 2022 (In EUR)

1 GENERAL

Company's information and principal activities

The Company is a limited liability company that was incorporated on September 2, 2021 under the laws of Curaçao.

The Company is registered with the Chamber of Commerce and Industry of Curaçao under number 158500.

Principal activities

To organize, market, promote, manage, support and operate all types of remote and stationary gaming activities, and sports betting activities, comprising of all types of games, betting transactions, and other operation of betting exchanges, interactive casinos, bingos, lotteries, poker and other interactive games and to carry out any activities ancillary thereto by offering goods or services to persons who participate in licensed online gaming, for clients established or residing outside of Curaçao.

2 BASIS OF PREPARATION

a. General principles

The Financial Statements have been prepared in accordance with Book 2 of the Curaçao Civil Code using the Guidelines for annual reporting of the Dutch Accounting Standards Board.

b. Functional and presentation currency

The Financial Statements are presented in Euro (EUR) which is the functional currency of the Company.

3 SIGNIFICANT ACCOUNTING POLICIES

a. General

The principal accounting policies adopted in the preparation of these Financial Statements are set out below. These policies have been consistently applied to all years presented in these Financial Statements unless otherwise stated.

Assets and liabilities are stated at face value unless indicated otherwise.

HypeUp N.V.

Notes to the Financial Statements September 2, 2021 through December 31, 2022 (In EUR)

b. Intangible Fixed Assets

Acquired intangible assets

Intangible assets acquired separately consist mainly of software licences and domain names and are capitalised at cost. Those acquired as part of a business combination are recognised separately from goodwill if the fair value can be measured reliably. These intangible assets are amortised over the useful life of the assets, which for software licences is between one and five years and for domain names is five years.

c. Internally generated intangible assets

Expenditure incurred on development activities of the gaming platform is capitalised only when the expenditure will lead to new or substantially improved products or processes, the products or processes are technically and commercially feasible and the Company has sufficient resources to complete development.

All other development expenditure is expensed. Subsequent expenditure on intangible assets is capitalised only where it clearly increases the economic benefits to be derived from the asset to which it relates. The Company estimates the useful life of these assets as between three and five years,

d. Financial Fixed Assets

The investments in subsidiaries are stated at cost price.

e. Receivables

Receivables are valued at face value less a provision for possible uncollectable accounts.

f. Cash and cash equivalents

Cash and cash equivalents are stated at face value.

g. Shareholder's equity

Ordinary shares are classified as equity.

h. Current liabilities

On initial recognition current liabilities are recognised at fair value. After initial recognition current liabilities are recognised at the amortised cost price, being the amount received taking into account premiums or discounts and minus transaction costs. This is usually the nominal value.

HypeUp N.V.

Notes to the Financial Statements September 2, 2021 through December 31, 2022 (In EUR)

i. Recognition of income and expenses

Revenue

The services provided by the Company comprise online sports betting and casino games. Revenue from sports betting activities represents the net gain or loss from betting activities in the year plus the gain or loss on the revaluation of open positions at year end, and is net of the cost of customer promotions and bonuses incurred in the year.

Revenue from online casino's represents net winnings being amounts staked net of customer winnings and is net of customer promotions and bonuses incurred in the year.

Other income and expenses, including taxation, are recognized and reported in accordance with the accrual concept.

j. Cost of sales

Cost of sales consists primarily of gaming duties, payment service providers' commissions, chargebacks, commission and royalties payable to third parties, all of which are recognised on an accruals basis.

k. Operating expenses

Operating expenses consist primarily of staff costs and corporate professional expenses, both of which are recognised on an accruals basis.

l. Foreign currencies

1) Functional and presentation currency

Items included in the Company's Financial Statements are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The Financial Statements are presented in Euro (€), which is the Company's functional and presentation currency.

2) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the transaction at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit and loss.

m. Profit tax

The profit tax expense represents tax payable for the year based on currently applicable tax rates.

HypeUp N.V.

Notes to the Financial Statements

September 2, 2021 through December 31, 2022

(In EUR)

n. Dividends

Interim dividends are recognised in equity in the year in which they are approved by the Company's Directors. Dividend distribution to the Company's shareholders is recognised in the Company's Financial Statements in the year in which they are approved by the Company's shareholders.

HypeUp N.V.

Notes to the Financial Statements September 2, 2021 through December 31, 2022 (In EUR)

4 SHAREHOLDERS' EQUITY

2022

100 shares @ EUR 1.00

Issued and fully paid share capital

100

Movements in the shareholders' equity accounts are as follows:

	Issued and fully paid share capital	Retained earnings	Result for the year
Opening balance	--	--	--
Movements during the year	100	--	(38.248)
Ending balance	<u>100</u>	<u>--</u>	<u>(38.248)</u>

HypeUp N.V.

Notes to the Financial Statements
September 2, 2021 through December 31, 2022
(In EUR)

5 GENERAL AND ADMINISTRATIVE EXPENSES	2022
Administration and bookkeeping	3.750
Corporate management services	8.345
Company set up expenses	6.500
Other expenses	217
	<u>18.812</u>

Appendix G

Source of funding (in €)	2022	2023*	2024**	2025**	2026**	Total
Feral Entertainment Limited	0.032m	0.090m	0.090m	0.090m	0.090m	0.392m
Coinq Group Limited	0.016m	0.886m	0.910m	0.950m	0.980m	3.742m
Plutonomy Limited	-	1.700m	1.630m	1.576m	0.893m	5.799m
Shareholder's Loan***	-	9.000m	-	-	-	9.000m
Total	0.048m	11.676m	2.630m	2.616m	1.963m	18.933m

* Estimated figures - 2023 Accounts not yet complete

** Forecasted figures

*** Funds were initially deposited in Crypto Currency, the amount represents the value in Euros at the end of financial period

This Crypto Processing Agreement (the “Agreement”) is concluded on **11th of August 2022** (the “Effective Date”) by and between:

- (1) **AlphaPo LLC.**, a business company incorporated under the laws of Saint Vincent and the Grenadines under the company number 912 LLC 2021, with its registered office at Hinds Building, Kingstown, St. Vincent and the Grenadines (the “**Processor**”), and
- (2) **HypeUp N.V.**, a limited company incorporated under the laws of Curacao under the company number 158500, with its registered office at Scharlooweg 39 U.20, Curacao (the “**Merchant**”),

hereinafter collectively referred to as the “**Parties**”, and separately as a “**Party**”.

The purpose of this Agreement is to set terms and conditions under which the Merchant can make use of cryptocurrency payment processing and storage services (collectively - the “**Services**”) provided by the Processor.

1. Eligibility.

- 1.1. The Services are not available to persons under the age of majority (usually 18 years of age or older); persons who are suspended or removed from using the Services; persons who are not in compliance with this Agreement; and persons who are not lawfully permitted to use the Services, cannot enter into legally binding contracts or who, in Processor’s sole opinion, present an unacceptable level of risk to the Processor, the Services or to others. Any use of the Services by anyone who falls within such categories is strictly prohibited and in violation of this Agreement. In order to use the Services, the Merchant must register for a merchant account (the “**Account**”) and accept the terms and conditions of this Agreement and Privacy Policy incorporated herein as Appendix A. The Processor may, in its sole discretion, refuse to open the Account for the Merchant or limit the number of Accounts that the Merchant may hold. When creating the

Account, the Merchant must provide accurate and complete information, and the Merchant must keep this information up to date. The Merchant may never use another merchant’s account or take virtual currency or funds from another merchant’s account without permission.

- 1.2. If a person opens the Account on behalf of an organization, or other entity, then (i) “Merchant” includes such person and that entity, and (ii) such person represents and warrants that they are an authorized representative of the organization or entity with the authority to bind the organization or entity to this Agreement, and that the person agrees to this Agreement on the entity’s or organization’s behalf.

- 1.3. The Services are not available in every jurisdiction and the Processor reserves the right to select the markets and jurisdictions where the Processor provides the Services. Persons and entities in jurisdictions where the Processor does not provide the Services are prohibited from using or accessing any of the Services.

2. Merchant Services.

- 2.1. Virtual Currency wallet service enables the Merchant to store, transfer, and manage its balances of certain supported virtual currencies (collectively, “**Virtual Currency Transactions**”). The Processor will process Virtual Currency Transactions in accordance with the instructions it receives from the Merchant.
- 2.2. Virtual Currency processing service enables the Merchant to receive payments for goods and services from its clients, and make payouts to its clients in Virtual Currency on the checkout of its platform.
- 2.3. The Processor may refuse to process or cancel any pending Virtual Currency Transaction as required by law or any court or other authority to which the Processor is subject in any jurisdiction. The Processor further reserves the right to delay any Virtual Currency

Transaction if the Processor perceive a risk of fraud or illegal activity. The Processor also has the right to refuse to process or cancel any Virtual Currency Transaction due to technological issues with the blockchain software, its own software, or for other technological reasons.

- 2.4. The Services are available only in connection with those virtual currencies that the Processor supports which may change from time to time. The Merchant will not use the Account or its virtual currency wallet to store, send, request, or receive virtual currencies in any form that the Processor does not support (the Processor will use reasonable efforts to help the Merchant move or sell virtual currency that the Processor no longer supports). The Processor assumes no responsibility or liability in connection with any attempt to use the Account or virtual currency wallet for virtual currencies that the Processor does not support.
- 2.5. The Merchant acknowledges that: (i) the Processor is not a bank or brokerage and the Services provided are facilitation services rather than banking services; and (ii) the Processor is not acting as a trustee, fiduciary or escrow with respect to the Merchant's virtual currency or funds, but is acting only as a service provider.
- 2.6. The Merchant agrees that the Merchant will not receive interest or other earnings in the Account or virtual currency wallet from the use of the Services except through its own Virtual Currency Transactions and the Processor has no responsibility or liability to the Merchant for Virtual Currency Transactions conducted by the Merchant or conducted by the Processor in accordance with Merchant's instructions. The Merchant is prohibited from using the Services for any illegal or fraudulent purposes or for the purpose of consummating transactions for any other parties.
- 2.7. By initiating Virtual Currency Transactions or by sending and receiving virtual currency, the Merchant appoints the Processor as its nominee custodian to manage the Account where it is appropriate in the sole opinion of the Processor or by Merchant's instruction.

Should the Processor suffer any damage, expense, liability, cost or loss from the Merchant's use of the Services, the Merchant shall indemnify and reimburse the Processor in full for such damage, expense, liability, cost or loss within five days of receiving an invoice from the Processor (the "Payment Deadline"). If the Merchant fails to pay by the Payment Deadline or payment is not sufficient to reimburse the Processor for such damage, expense, liability, cost or loss, the Processor reserves the right to debit the Account accordingly and/or to withhold amounts from virtual currency or funds the Merchant has requested to transfer.

- 2.8. During registration of the Account and at any other time the Merchant has the Account, the Merchant agrees to provide the Processor with the information the Processor requests for the purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permits the Processor to keep a record of such information. The Merchant agrees and represents and warrants that all information the Merchant provides Processor at any time will not be false, inaccurate or misleading. The Merchant will need to complete certain verification procedures before the Merchant is permitted to use the Services. Merchant's access to the Services and the limits that apply to its use of the Services, may be altered, suspended or terminated as a result of information collected about the Merchant on an ongoing basis and/or Merchant's failure to provide the Processor with information the Processor requests on a timely basis. The Merchant authorizes the Processor to make inquiries, whether directly or through third parties, that the Processor considers necessary to verify Merchant's identity or protect the Merchant and/or the Processor against fraud or other financial crime, and to take action the Processor reasonably deems necessary based on the results of such inquiries. When the Processor carries out these inquiries, the Merchant acknowledges and agrees that its personal information may be disclosed to fraud prevention or financial crime agencies and that these agencies may respond to the Processor's inquiries in full.

3. Service Fee.

3.1. A full list of all applicable fees for the Services provided hereunder specified in the Fee Schedule (Appendix B hereto), which is an integral part of this Agreement. The Merchant is also charged with incurred network cost (if any) and miner fees, which are automatically created and sent to the miner. The Miner Fees are not CryptoProcessing fees and paid to the blockchain network directly.

3.2. The Merchant authorizes the Processor to deduct from the Account fees, costs, expenses and claims due hereunder and unpaid by the Merchant.

3.3. The Processor reserves the right to change the fee structure from time to time by notifying the Merchant with a ten (10) days prior written notice. Continuing use or the Services after expiration of the notice period will be considered as acceptance of such changes. If the Merchant does not agree with the proposed changes, the Merchant shall terminate its use of the Services and close the Account.

4. Sending and Receiving Payments. Account balance.

4.1. The Merchant may accept the payment for goods and/or services provided to its clients (end-customers) or make a pay-out to its client, either manually, by providing the client with an address specified by the Processor or withdrawing virtual currency to the client's address through the Account, or by integrating the Processor's payment service gateway through API connection.

4.2. The Merchant may withdraw virtual currency from the Account to an external virtual currency wallet (address) or request the Processor to execute a pay-out in favour of its client; however, the Processor reserves the right to require the Merchant to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any withdrawals or pay-outs.

4.3. The Merchant is responsible for maintaining adequate balance and sufficient proceeds in the Account in order to pay for fees and complete transactions and in order to avoid overdraft, insufficient funds, or similar fees being charged.

4.4. All Virtual Currency Transactions are at Merchant's sole risk.

4.5. When the Merchant sends a payment to a third party through the Services, the recipient is not required to accept the payment. The recipient may return the payment. The Processor is not responsible and liable for any payments sent through the Services that are rejected or unclaimed by a recipient.

5. Refund Policy. Errors and Wrong Addresses.

5.1. It is the nature of Bitcoin, Litecoin, and the other virtual currencies that the Processor supports that all Virtual Currency Transactions are final with no method of refunding, charging back or other recourse for the sender of the virtual currency. As such the neither Processor nor the Merchant are unable to cancel, reverse or provide refunds for any Virtual Currency Transaction made through the Services once it has been broadcast to the relevant Virtual Currency network.

5.2. If a Virtual Currency Transaction has not yet been confirmed on the Virtual Currency network, Virtual Currency associated with such transaction will be designated as pending and will not be included in the Merchant's Virtual Currency wallet balance or be available to conduct Virtual Currency Transactions. The Merchant cannot reverse or change any Virtual Currency Transaction marked as complete or pending.

5.3. If the Merchant has sent virtual currency to the wrong virtual currency address, virtual currency wallet or blockchain, or to a delisted virtual currency and it needs to be recovered by the Processor manually there will be a recovery fee equal to 10% of the recovered virtual currency, if the virtual currency can be recovered at all, and the Processor reserves the right in its sole discretion to not attempt to recover small amounts. This would also apply

to virtual currency that require a destination tag, payment ID, memo, etc. that was not sent or sent to an incorrect address. The Processor will not recover virtual currency the Processor does not support. The Merchant must contact the Processor within 30 days after an applicable Virtual Currency Transaction for the Processor to recover Merchant's virtual currency, if recoverable, or it will be forfeited.

- 5.4. The Merchant accepts and acknowledges that the Processor is not liable or responsible for any errors or omissions whatsoever that are made in connection with any Virtual Currency Transaction initiated via the Services using the wrong details (i.e. destination address, tag, etc). The Processor strongly encourages the Merchant to review its transaction details carefully before attempting to transfer a virtual currency.

6. Prohibited Activities

- 6.1. The Merchant agrees not to engage in any of the following prohibited activities which may be amended by the Processor from time to time in its sole discretion ("**Prohibited Activities**"). The specific types of prohibited activities listed below are illustrative, but not exhaustive. If the Merchant is uncertain as to whether or not its use of the Services involves a Prohibited Activity, please contact the Processor as soon as possible (compliance@alphapo.com). By accessing and using the Services and opening the Account, the Merchant confirms that the Merchant will not use the Account, or the Services to do any of the following:

- 6.1.1. Unlawful Activity. Being an individual or entity sanctioned under sanctions programs administered in the countries where the Processor carries on business or which regimes may be applicable to the Processor's operations, including, but not limited to, European Union law sanction programs and sanctions programs administered by the United Nations, United States, United Kingdom and others (collectively, the "**Sanctions Programs**"); carry on activity which would violate, or assist in violation of, any law, legislation, statute, ordinance, regulation (including, but not limited to, those governing

financial services, consumer protection, unfair competition, anti-discrimination, or false advertising) or Sanctions Program, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any illegal material or information; or be in violation of any court order.

- 6.1.2. Unlawful Businesses. Carry on any of following businesses or activities: (i) child pornography and the creation, sale or distribution of other obscene materials (including literature, imagery and other media) and sexually-related sites offering prostitution and escorts services; (ii) unlawful gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering, lotteries, bidding fee auctions and office pools) with the exception of payments for online gaming transactions that are expressly authorized by law in the jurisdiction of both the sender and the recipient of the payment; (iii) fraudulent businesses, sale of counterfeit or unauthorized or stolen items or the sale of goods or services that are illegally imported or exported; (iv) marijuana dispensaries and related businesses where it is illegal to carry on such businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; or toxic, flammable, and radioactive materials; (v) sale of narcotics or illegal substances, and any equipment designed for making or using such drugs; (vi) ponzi schemes, pyramid schemes, high risk investment schemes and other businesses that the Processor determines in its sole discretion to be unfair, deceptive, or predatory towards consumers; and (vii) any businesses that the Processor believes poses elevated financial risk, legal liability, or violates the law.

6.1.3. Abusive Activity. Transmit or upload any material to the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or any other harmful or deleterious programs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; actions which impose an unreasonable or disproportionately large load on the Processor's infrastructure, or detrimentally interferes with, intercepts, or expropriates any system, data, or information; attempt to gain unauthorized access to other clients' accounts, computer systems or networks connected to the Services, through password mining or any other means; use account information of another party to access or use the Services; transfer the Account access or rights to the Account to a third party, unless by operation of law or with the Processor's express permission; any activity which creates costs, expenses, losses or liability for the Processor or causes the Processor to lose (in whole or in part) the services of it ISPs or other suppliers; activity which operates to defraud the Processor, other merchants, or any other person including, without, limitation, taking funds or virtual currency from the Processor's platform or from other merchants that is not rightfully and legally belong to the Merchant or overdrawing or removing more virtual currency or funds from the Processor's platform than were legitimately in the Account; modifying, disassembling, decompiling or reverse engineering the Services; provide any false, inaccurate, or misleading information to the Processor; transmitting spam, chain letters, or other unsolicited email; attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; impersonating another person or otherwise misrepresenting Merchant's affiliation with a person or entity, conducting fraud, hiding or attempting to hide the Merchant's identity; use any device, software or routine to bypass Processor's robot exclusion headers, or to

interfere or attempt to interfere with any activities conducted on the Services; accessing any content the Services through any technology or means other than those provided or authorized by the Processor; bypassing the measures the Processor may use to prevent or restrict access to the Services, including without limitation removing, circumventing, disabling or otherwise interfering with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; or deleting Processor's copyright or other proprietary rights notices.

6.1.4. Intellectual Property Infringement. Engage in transactions which violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party), right of publicity or privacy or commit a tort; use of Processor's intellectual property, name, or logo, including use of the Processor's trade or service marks, without express consent from the Processor or in a manner that otherwise harms the Processor or its brand; create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity, or fraudulently or otherwise misrepresent that the Merchant has an affiliation with a person, entity or group.

6.2. The Processor reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. The Processor reserves the right to cancel and/or suspend the Account and/or block transactions or freeze funds immediately and without notice if the Processor determines, in its sole discretion, that the Account is associated with a Prohibited Activity.

7. License by Merchant.

7.1. If the Merchant posts, uploads, inputs, provides or submit its personal data to the Processor, including without limitation, names, email addresses, IP addresses, cryptocurrency addresses, texts, code or other information and materials, sign up to Processor's mailing list or create the Account (collectively, "**Merchant Content**"), the Merchant must ensure that the Merchant Content provided by the Merchant at that or at any other time is true, accurate, up to date and complete and that any Merchant Content posted, uploaded, input, provided or submitted to the Processor does not breach or infringe the intellectual property rights of any third party. The Processor does not own, control or endorse any Merchant Content that is sent to the Processor. The Merchant represents and warrants that (i) the Merchant owns all intellectual property rights (or have obtained all necessary permissions) to provide the Merchant Content and to grant the licenses in this Agreement; (ii) the Merchant Content will not violate any agreements or confidentiality obligations; and (iii) the Merchant Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

7.2. The Merchant is responsible for maintaining the confidentiality of the Merchant Content and any of its non-public information. Furthermore, the Merchant is entirely responsible for any and all activities that occur under the Account. The Merchant agrees to notify the Processor immediately of any unauthorized use of the Merchant Content, the Account or any other breach of security. The Processor will not be responsible or liable for any loss or damages that the Merchant may incur as a result of someone else using the Merchant Content or the Account, either with or without Merchant's knowledge. However, the Merchant could be held liable for losses, expenses and costs incurred by the Processor or another party due to someone else using the Merchant Content or the Account. The Merchant may not use anyone else's content or account at any time without the permission of such person or entity.

7.3. By posting, uploading, inputting, providing or submitting the Merchant Content to the Processor, the Merchant grants the Processor and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display the Merchant Content and sub-license such rights to others.

7.4. Although the Processor has no obligation to screen, edit or monitor the Merchant Content, the Processor reserves the right, and has absolute discretion, to remove, screen or edit the Merchant Content. Furthermore, if the Processor has reason to believe that there is likely to be a breach of security, or if the Merchant breaches any of its obligations under this Agreement or the Privacy Policy, the Processor may suspend Merchant's use of the Services at any time and for any reason.

7.5. Any Merchant Content submitted by the Merchant may be accessed by the Processor globally.

7.6. Except for the Merchant Content and Processor's communications and all materials therein or transferred thereby, including, without limitation, software, technology, code, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content belonging to other merchants (the "**Processor's Content**"), and all Intellectual Property Rights (defined below) related thereto, are the Processor's exclusive property and Processor's licensors. Except as explicitly provided herein or in any applicable additional terms and conditions, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and the Merchant agrees not to sell, modify, reverse engineer, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Processor's Content, absent specific consent in writing from the Processor. Use of the Processor's Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

7.7. The Processor grants the Merchant a non-exclusive, limited, non-transferable, freely revocable license, subject to the terms of this Agreement, to access and use the Services, and related content, materials, information (collectively, the **"Content"**) solely for approved purposes as permitted by the Processor from time to time. Any other use of the Content is expressly prohibited and all other right, title, and interest in the Content is exclusively the property of the Processor and its licensors. The Merchant agrees not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "AlphaPo", "AlphaPony", and all logos related to the Services are Processor's trademarks or registered marks. The Merchant may not copy, imitate or use them without the Processor's prior written consent.

7.8. For the purposes of this Agreement, **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

7.9. The Processor may display third-party content, advertisements, links, promotions, logos and other materials (collectively, the **"Third-Party Content"**) for Merchant's convenience only. The Processor does not approve of, control, endorse or sponsor any third parties or Third-Party Content, and the Processor makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content.

8. Privacy and Security

8.1. The Processor respects the privacy of its clients and the Processor does not request any

information that is unnecessary for the use of the Services or to comply with the Processor's obligations under applicable law.

8.2. The Merchant acknowledges and accepts that the Merchant will comply willingly with all legal requests for information from the Processor. The Processor reserves the right to provide information to law enforcement personnel and other third parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect the Processor, its directors, officers, employees, shareholders, clients, service providers and other concerned parties.

8.3. The Merchant understands that by using the Services the Merchant consents to the collection, use and disclosure of Merchant's personally identifiable information and aggregate data and to Merchant's personally identifiable information being collected, used, transferred to and processed in jurisdictions where the Processor carries on business. By agreeing to this Agreement, the Merchant expressly allows the Processor to export data outside of the jurisdiction in which the Merchant resides or is located when it accesses the Services. The Merchant acknowledges that the Processor may process personal data in relation to the Merchant (if they are an individual), and personal data that the Merchant has provided or in the future will provide to the Processor in relation to its legal entity, employees or other associates, in connection with this Agreement, or the Services. Accordingly, the Merchant represents and warrants that:

8.3.1. Merchant's disclosure to the Processor of any personal data relating to individuals other than themselves (if they are an individual) was or will be made in accordance with all applicable data protection and data privacy laws, and such data is accurate, up to date and relevant when disclosed;

8.3.2. before providing any such personal data to the Processor, the Merchant has read and understood Processor's Privacy Policy which may be amended from time to time

and is incorporated herein by reference (Appendix A hereto) and forms a part of this Agreement and has provided a copy to any individual whose personal data the Merchant has provided to the Processor; and

8.3.3. from time to time if the Processor amends the Privacy Policy, the Merchant will promptly read it and provide a copy to any individual whose personal data the Merchant has provided to the Processor.

8.4. The Processor cares about the integrity and security of Merchant's personal information and the Processor takes a number of security measures including storing all Merchant's personal information in an encrypted fashion. However, the Processor cannot guarantee that unauthorized third parties will not defeat Processor's security measures or use Merchant's personal information for improper purposes. The Merchant acknowledges that the Merchant provides its personal information to the Processor at its own risk.

8.5. The Processor is not responsible or liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the Merchant's computer or other equipment, or any phishing, spoofing or other attack from using the Services. The Processor advises the regular use of a reputable and readily available virus screening and prevention software. The Merchant should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Processor. The Processor's customer support will never seek to access the Merchant's computer or ask for the Merchant's password or its two factor authentication codes. The Merchant shall always log into the Account through the access details provided by the Processor to review any transactions or required actions if the Merchant has any uncertainty regarding the authenticity of any communication.

8.6. The Merchant is solely responsible for the activity that occurs in relation to the Account, and the Merchant must keep the Account password secure. The Processor recommends

that the Merchant uses "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with the Account. The Merchant must notify the Processor immediately of any breach of security or unauthorized use of the Account by emailing the Processor at support@alphapo.com. The Processor will not be responsible or liable for any damages, liability or losses caused by any unauthorized use of the Account.

9. Closing, Suspension, Termination and Remedies.

9.1. The Merchant may close its Account at any time after withdrawing all balances subject to minimum amounts which technically cannot be withdrawn. Upon closure of the Account, the Merchant authorizes the Processor to cancel or suspend any pending transactions at the time of cancellation and any balance in the Account will be delivered to the Merchant or to its virtual currency address as instructed less any outstanding amounts owed to the Processor, the unsubsidized coin/miner network transaction fee and any other third party charges. In the event the Account is closed, whether by the Merchant or the Processor, any virtual currency or funds in the Account must be claimed and removed by the Merchant within 30 days of the Account's closure date. If the Merchant fails to claim and remove virtual currency or funds in the Account within 30 days of the Account's closure date, a recovery and return fee equal to 10% of all the virtual currency and funds in the Account will be charged by the Processor, if the virtual currency can be recovered and returned at all, and the Processor reserves the right in its sole discretion to not attempt to recover and return to the Merchant small amounts.

9.2. The Merchant shall not use closure of the Account as a means of evading investigation or inquiries by the Processor. If any queries or investigation is pending at the time the Merchant requests closure of its Account, the Processor may refuse the Merchant's request to close the Account and/or hold Merchant's virtual currency and/or funds as appropriate to protect the Processor against financial and/or legal liability. If the Merchant is later

determined to be entitled to some or all of the virtual currency and/or funds in dispute, the Processor will pay such virtual currency and/or funds to the Merchant. The Merchant will remain responsible and liable for all obligations related to the Account even after such Account is closed.

9.3. If the Merchant does not access the Account for a period of six (6) months and the Processor has been unable to contact the Merchant after reasonable number of attempts at the last contact address the Processor has for the Merchant in its records, the Account may be terminated in Processor's sole discretion. On the date of termination of the Account, Merchant's virtual currency and funds will be subject to applicable laws regarding escheat of unclaimed property and the Merchant hereby irrevocably designates and appoints the Processor or its designee and their respective duly authorized officers and agents as the Merchant's agent and attorney-in-fact to act for and in on the Merchant's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to, at Processor's sole election, donate the virtual currency and/or funds in the Account to a charity of the Processor's choice or transfer the virtual currency and funds to the Processor's account, with no liability or responsibility to the Merchant or to its successors, assigns, heirs, executors, administrators and legal representatives. This power of attorney is coupled with an interest and shall not be affected by Merchant's subsequent incapacity.

9.4. Without limiting any other remedies the Processor may have under applicable law, the Processor may, without liability: (a) refuse to complete or block, cancel or reverse a Virtual Currency Transaction the Merchant has authorized, including, without limitation, block funding to or withdrawals from the Account; (b) suspend, restrict, or terminate the Merchant's access to its Account and to any or all of the Services (including, but not limited to, the ability to send funds or make withdrawals from the Account and/or limit withdrawals); (c) place a hold on or freeze any virtual currency and/or funds in the Account for any period of time the Processor deems appropriate; (d) issue statements or warnings

to the public or other merchants; (e) suspend, deactivate or close the Account with immediate effect for any reason; and/or (f) refuse to provide the Services to the Merchant, including but not limited to, where:

- 9.4.1.** the Merchant is in breach of this Agreement or the Processor has concerns or reasonably suspects the Merchant is acting in breach of this Agreement;
- 9.4.2.** the Processor reasonably suspects the Merchant of using the Services in connection with a Prohibited Activity;
- 9.4.3.** the Merchant is in breach of applicable law, the Processor has concerns or reasonably suspects the Merchant is in breach of applicable law or the Processor is, in its reasonable opinion, required to do so by applicable law or any court or other authority to which the Processor is subject in any jurisdiction;
- 9.4.4.** the Processor has concerns about the security of the Account, that a transaction is erroneous or the Processor suspects the Account or the Services are being used in a fraudulent, illegal, suspicious or unauthorized manner including, without limitation, for transactions with high volumes;
- 9.4.5.** the Processor suspects money laundering, terrorist financing, fraud, or any other financial crime;
- 9.4.6.** use of the Account is subject to any pending litigation, investigation, or government proceeding and/or the Processor perceives a heightened risk of legal or regulatory non-compliance associated with the Account activity or the Merchant is subject to a court order;
- 9.4.7.** the Merchant has failed to pay Processor's fees or there is insufficient virtual currency or funds in the Account to cover the transaction and (where applicable) associated fees at the time that the Processor receives notification of the transaction;

9.4.8. the Merchant fails to provide the Processor with information the Processor requests on a timely basis and/or the Processor has concerns about the information collected about the Merchant;

9.4.9. the Processor's service partners are unable to support Merchant's use of the Services;

9.4.10. The Merchant takes any action that may circumvent the security of the Services or Processor's controls such as opening multiple Accounts or consummating transactions for the benefit of a third party.

9.5. The Processor may, with or without prior notice, suspend or terminate the Services; terminate this Agreement with immediate effect; change the Services; stop providing the Services or features of the Services, to the Merchant; or create usage or Virtual Currency Transaction limits for the Services. Upon termination of the Account for any reason or no reason, the Merchant continues to be bound by this Agreement.

9.6. If the Processor suspends or closes the Account, or terminate Merchant's use of the Services, in whole or in part, for any reason, the Processor will use commercially reasonable efforts to provide the Merchant with notice of its actions unless a court order or other legal process prohibits the Processor from providing the Merchant with such notice. The Merchant acknowledges that the Processor's decision to take certain actions, including limiting access to, suspending, or closing the Account, may be based on confidential criteria that are essential to Processor's risk management and security protocols. The Merchant agrees that the Processor is under no obligation to disclose the details of its risk management and security procedures to the Merchant.

10. No Warranty.

10.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10.2. The Processor acts as a service provider by creating, hosting, maintaining and providing

the Services to the Merchant via the Internet. The Processor cannot ensure that a buyer or a seller the Merchant is dealing with will actually complete the Virtual Currency Transaction and all risk of a Virtual Currency Transaction remains with the Merchant. The Processor does not guarantee continuous, uninterrupted or secure access to the Services and the Processor makes no representations or warranties regarding the amount of time needed to complete Virtual Currency Transaction processing which is dependent upon many factors outside of Processor's control.

10.3. To the maximum extent permitted by law, the Processor and its respective past, present and future employees, officers, directors, advisors, contractors, consultants, licensors, equity holders, members, partners, shareholders, suppliers, managers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually, a "**Processor Party**" and collectively, the "**Processor Parties**") disclaim all representations and warranties, whether express, implied or statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No advice or information, whether oral or written, obtained by the Merchant from the Processor or through use of the Services will create any warranty not expressly stated herein. Without limiting the foregoing, the Processor Parties do not warrant that the Services will meet Merchant's requirements; that the Services will be available at any particular time or location, uninterrupted, error-free or secure; or that any defects or errors will be corrected. Use of the Services is at entirely Merchant's own risk and any content downloaded or otherwise obtained through the use of the Services is downloaded at its own risk.

11. Limitation of Liability.

11.1. To the maximum extent permitted by applicable law, in no event shall any of the Processor Parties be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without

limitation, damages for loss of business revenues, loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to: (a) the use of, or inability to use, the Services; (b) any conduct or content of any other user of the Services or third party; or (c) the failure to receive in any way the transmission of any data, content, virtual currency, funds or property from the Merchant. Furthermore and without limiting the generality of the foregoing, under no circumstances will any Processing Party be responsible for any liability, claim, proceeding, damage, loss, expense or injury resulting from hacking, tampering or other unauthorized access or use of the Services or the Account or the information, virtual currency or funds contained therein.

11.2. To the maximum extent permitted by applicable law, none of the Processor Parties shall be responsible or liable for any: (a) errors, mistakes, omissions or inaccuracies of information or content provided by the Processor; (b) loss, liability, cost, expense or damage of any nature whatsoever suffered or incurred arising out of or in connection with Merchant's access to or use of the Services; (c) unauthorized access to or use of the Processor's secure servers and/or any and all personal information stored therein; (d) fault, delays, interruptions or lack of availability of any of the Services; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services by any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services; and/or (g) action of other merchants, or the defamatory, offensive, or illegal conduct of any third party. In no event shall the Processor Parties be liable to the Merchant for any claims, proceedings, liabilities, obligations, expenses, damages, losses or costs in an amount exceeding the amount the Merchant paid to the Processor under this Agreement or one hundred U.S. dollars (USD \$100.00), whichever is greater.

11.3. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if a Processor Party has been

advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

11.4. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

11.5. The Processor does not own, control, operate or maintain the underlying software protocols which govern the operation of the virtual currencies supported by the Processor. In general, the underlying protocols are open source software and anyone can use, copy, modify, and distribute them. By using the Services, the Merchant acknowledges and agrees (i) that the Processor is not responsible for the operation of the underlying protocols and that the Processor makes no guarantee of their security, functionality or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules, which may materially affect the value, function, name of the virtual currency and/or Processor's ability to support certain virtual currencies. In the event of a fork in a virtual currency, the Merchant agrees that the Processor may temporarily suspend the Services (with or without advance notice to the Merchant) and that the Processor may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. The Merchant also agrees that in the event the Merchant sends a Virtual Currency Transaction at the time of a Virtual Currency fork, the Processor will only honor the originally-intended Virtual Currency Transaction that the Merchant sent. The Merchant acknowledges and agrees that the Processor assumes absolutely no responsibility or liability whatsoever in respect of an unsupported branch of a forked protocol.

11.6. The Processor does or may offer features or services through third parties. The Processor is not responsible or liable for ensuring that a third party the Merchant transacts with will complete the transaction or is authorized to do so. The Merchant uses third party services at its own risk and the Merchant is solely responsible for reviewing and

understanding the implications of using the services of such third parties.

12. Indemnification.

The Merchant agrees to defend, indemnify and hold harmless each Processor Party from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Merchant's use of and access to the Services, including any data, virtual currency or content transmitted or received by the Merchant; (b) Merchant's violation of any term or condition of this Agreement, including without limitation, Merchant's breach of any of the representations and warranties contained herein; (c) Merchant's violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights (as defined below); (d) Merchant's violation of any applicable law, rule or regulation; (e) the Merchant Content or any content that is submitted via the Account including, without limitation, misleading, false, or inaccurate information; (f) Merchant's fraudulent behaviour, willful misconduct or gross negligence; or (g) any other party's access and use of the Account or the Services with Merchant's unique username, password or other appropriate security code.

13. Final Provisions.

13.1. This Agreement is personal to the Merchant and the Merchant cannot transfer, assign or delegate its rights, licenses, interests and/or obligations to anyone else. The Processor may transfer, assign or delegate its rights, licenses, interests and or its obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving the Processor.

13.2. No partnership, joint venture, employee-employer, agency or franchiser-franchisee relationship is intended or created by this Agreement.

13.3. This Agreement (including any other documents incorporated by reference herein) comprise the entire agreement between the Processor and the Merchant regarding the Services provision hereunder. Certain Services may be subject to additional terms and conditions specified by the Processor from

time to time, and Merchant's use of such Services is subject to those additional terms and conditions, which are hereby incorporated into this Agreement by reference.

13.4. The Merchant accepts and understands that this Agreement may be modified or updated by the Processor from time to time. The Processor reserves the right to alter, amend or modify this Agreement from time to time, in its sole discretion. The Processor will provide the Merchant with notice of such changes by sending an e-mail. The amended Agreement will be deemed effective immediately upon email notification. Merchant's continued use of the Services constitutes Merchant's agreement to be bound by any such changes to this Agreement. If the Merchant does not agree with this Agreement or any amendment to it, the Merchant should discontinue access and use the Services.

13.5. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

13.6. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision of this Agreement.

13.7. The Processor's failure to enforce any threatened or existing violation, default or breach of this Agreement shall not be deemed a waiver of such a violation, default or breach, and the Processor shall have the right to enforce the same at a later time and the right to waive in writing any provision or condition imposed herein for its benefit without thereby waiving any other provision or condition.

13.8. All provisions of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement or the Account.

13.9. The Merchant agrees that this Agreement constitutes "a writing signed by the Merchant" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement, any amendments and any other agreements, notices or other communications

regarding the Account and/or use of the Services (collectively, the “**Communications**”), may be provided to the Merchant electronically directly and indirectly, secured and unsecured, and the Merchant agrees to receive all Communications from the Processor in electronic form. Electronic Communications may be delivered to the Merchant’s e-mail address. All Communications in either electronic or paper format will be considered to be in “writing,” and to have been received no later than two (2) business days after posting or dissemination, whether or not the Merchant has received or retrieved the Communication. The Processor reserves the right but assumes no obligation to provide Communications in paper format.

13.10. It is the Merchant’s sole responsibility to determine whether, and to what extent, any taxes apply to any Virtual Currency Transactions the Merchant conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Transaction history is available through the Account.

13.11. The Processor is not liable for any breach of this Agreement where the breach is due to

abnormal and unforeseeable circumstances beyond Processor’s control, the consequences of which would have been unavoidable despite all effects to the contrary, nor is the Processor liable where the breach is due to the application of the law or mandatory legal rules.

13.12. This Agreement shall be governed by the laws of Saint Vincent and the Grenadines, without respect to its conflict of laws principles. The Parties irrevocably agree that the courts of Saint Vincent and the Grenadines have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement (including their subject matter or formation).

13.13. This Agreement is executed in two counterparts, in English language, a one copy for each Party, which constitute the same legal instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date:

AlphaPo LLC.

HypeUp N.V.

Sign:  _____

Name: Ihor Klishyn

Position: Authorized signatory

Sign:  _____

Name: Allyant Group B.V.

Position: Director

Appendix A - Privacy Policy

This Privacy Policy (the “**Policy**”) governs personal data processing by AlphaPo LLC. incorporated in St. Vincent and the Grenadines with company number 912 LLC 2021 and whose registered office is at Hinds Building, Kingstown, St. Vincent and the Grenadines.

1. Major definitions.

1.1. The capitalized terms given in this Policy shall have the following meaning:

1.1.1. **Personal Information (personal data)** means any information which identifies you personally or which may help us to identify you.

1.1.2. **Data subject** means an identified or identifiable person.

1.1.3. **Personal data processing** means any operation or set of operations performed on Personal Information including collection, storage, use, disclosure erasure.

1.2. The capitalized terms which are not defined herein shall have the meaning given in the Crypto Processing Agreement.

2. What type of information we collect.

2.1. We may collect and process the following information:

- Full legal name, age, country of birth and address of residency;
- Information from ID documents;
- Financial information;
- Employment status;
- Contact details (email, telephone number);
- IP address, Browser and Operating System information;
- Geolocation details.

2.2. Please note that our service providers may ask us to provide other information and documents containing Personal Information (such as identity documents, confirmation of sources of funds, etc.) for the purposes of identity verification, AML and anti-fraud checks.

3. Purpose of processing.

3.1. Most of the personal information we process is provided to us directly by you for one of the following reasons:

- to enable our Services to you;
- to reply to your requests;
- to provide you with information on our products, promotions and services updates;
- for market research e.g. surveying our customers’ needs and opinions on issues, such as our performance etc.

3.2. We may share your Personal Information with our affiliates, agents and representatives, our customer communications platforms.

3.3. We may also share your Personal Information to law enforcement or regulatory agencies, if required by law. In certain cases, we may not be able to inform you of such sharing of data due to legal restrictions.

4. Basis for processing.

4.1. The lawful bases we rely on for processing this information are:

- Your consent. You are able to remove your consent at any time. You can withdraw your consent by contacting on support@alphapo.com;
- We have a contractual obligation;
- We have a legal obligation;
- We have a legitimate interest.

5. Data retention period.

We will store your Personal Information related to your Account and all operations thereof for the maximum period of 6 years upon account closure.

6. Changes.

6.1. We may revise, modify or update this Policy from time to time.

6.2. In case we believe your rights may be affected by any such changes, we will request you to confirm your consideration and acceptance prior to continue our relationship with you.

6.3. Please contact us at support@alphapo.com if you have any comments or questions with respect to this Policy.

Appendix B - Fee Schedule

Deposits	
Crypto deposit without exchange:	0.7% (dynamic min amount for BTC*, 0.1 EUR for TRON, 0.4 EUR for TRC-20) 0.6% above 1M EUR total volumes monthly 0.5% above 20M EUR total volumes monthly
Crypto deposit with exchange to cryptocurrency:	1% (dynamic min amount for BTC*, 0.1 EUR for TRON, 0.4 EUR for TRC-20) 0.9% above 500k EUR total volumes monthly 0.8% above 1 M EUR total volumes monthly 0.7% above 3 M EUR total volumes monthly
Crypto deposit with exchange to Fiat currency:	1.5% (dynamic min amount for BTC*, 0.1 EUR for TRON, 0.4 EUR for TRC-20) 1.4% above 500k EUR total volumes monthly 1.3% above 1 M EUR total volumes monthly 1.2% above 3 M EUR total volumes monthly
Withdrawals	
Send crypto without exchange:	0%
Send crypto with exchange from Fiat currency:	1% 0.9% above 500k EUR total volumes monthly 0.8% above 1 M EUR total volumes monthly 0.7% above 3 M EUR total volumes monthly
Send crypto with exchange from other cryptocurrency:	1% 0.9% above 500k EUR total volumes monthly 0.8% above 1 M EUR total volumes monthly 0.7% above 3 M EUR total volumes monthly
Exchange	
Buy cryptocurrency with Fiat currency:	1% 0.9% above 500k EUR total volumes monthly 0.8% above 1 M EUR total volumes monthly 0.7% above 3 M EUR total volumes monthly
Sell cryptocurrency for Fiat currency:	1% 0.9% above 500k EUR total volumes monthly 0.8% above 1 M EUR total volumes monthly 0.7% above 3 M EUR total volumes monthly
Exchange cryptocurrency to cryptocurrency:	0.8% 0.7% above 500k EUR total volumes monthly 0.6% above 1 M EUR total volumes monthly 0.5% above 3 M EUR total volumes monthly

For all blockchains except BTC we charge technical network fee per transaction accordingly. For BTC, TRON/TRC-20 charge technical network not less than fixed minimum amount.

BTC minimum fee
LEVELS
1 Level
2 Level
3 Level

Previous week average mining fee
0-7 USD
7-15 USD
15-25 USD

MIN FEE AMOUNT
0.7 EUR
1.5 EUR
2.5 EUR

4 Level	25-35 USD	3.5 EUR
5 Level	35-50 USD	5 EUR
6 Level	50-60 USD	6 EUR
7 Level	60-70 USD	7 EUR
8 Level	70-100 USD	10 EUR
9 Level	100-200 USD	20 EUR
10 Level	200-300 USD	30 EUR
11 Level	300-500 USD	50 EUR
12 Level	500-1000 USD	100 EUR
TRON/TRC-20 minimum fee		
TRON	0.1 EUR min fee amount	
TRC-20 Tokens	0.4 EUR min fee amount	

Software License Agreement #20220705.1714/1

FOR PROVISION OF ACCESS TO ONLINE CASINO GAMES FOR THE PURPOSE OF
DISTRIBUTION

THIS AGREEMENT made effective as of 2022-07-05 (the "Agreement")

BETWEEN:

Dama N.V.
Scharlooweg 39, Willemstad, Curaçao
Reg. number 152125
(hereinafter the "Provider")

-AND-

HypeUp N.V.
Scharlooweg 39 U.20 P.O. Box 3075, Curaçao
158500
(hereinafter the "Licensee")

(both hereinafter jointly referred to as the "Parties" and each of them as a "Party")

The Parties to the Agreement hereby premise the following:

Provider assumes responsibility for the delivery of online real-money casino games, further referred to as **"Games"**, and a functional API with its Documentation for integration of the Games. Conversely, the Licensee is responsible for integrating the Games into Licensee's existing Platform and for issuing associated payments for use of the Games.

The Provider is the owner of the API and its proprietary games (**"BGAMING Games"**) and has obtained the right to provide casino games developed by various third parties (further referred to as **"Game Vendors"**) with which the Provider has signed license agreements.

The Licensee is a company that operates a gaming software platform, offers e-gaming services and has sought the Provider's approval for the use of the Games.

The Parties hereby agree on the following terms and conditions:

1. Granting of License

The Provider hereby provides the Games to the Licensee and grants a restricted, non-exclusive, non-transferable, limited License to use on Licensee's Gaming Website or Websites listed in **Appendix A**.

The Licensee undertakes to use the Games for offering its clients Internet gaming services and activities and related services only.

The Licensee is restricted to use the Games only in connection with the present Agreement. The License is limited to the Games described in **Appendix B**.

2. Term and Termination

2.1 The Terms of the License shall be as follows:

a) This Agreement is effective upon the date of signature by duly authorized representatives of both

Parties. The effective duration period of the Software License is limited to one (1) year ("Original License Period"). The Software License is effective from the date of signing of this Agreement.

b) An extension of the Term of the License is automatic ("Extended License Period") unless canceled by one of the Parties in writing. Such Extended License Period ends one (1) year after the expiration of the Original License Period. Extensions to the Term of the License can take place as many times as the Parties deem practicable.

c) This Agreement terminates upon expiration of the Original License Period or expiration of the Extended License Period, should an extension be canceled in writing.

d) Either Party may terminate this Agreement prior to expiration of the Original License Period respectively the Extended License Period by giving three (3) months prior notice duly served upon the other Party.

e) For the avoidance of doubt, fees and any payments due in terms of this Agreement shall continue to be due for as long as the Agreement is effective.

2.2 The Provider may terminate this Agreement at any time giving written notice to the Licensee in case:

a) Licensee ceases to hold the applicable gaming licenses and permits, or acts in breach of any applicable gaming, gambling and betting laws as laid out in Sections 8.3 to 8.5 – subject to immediate termination;

b) Licensee fails to effectively apply the list of Excluded Territories for the Games as laid out in Section 4.8, and such failure has been discovered by Provider or brought to Provider's attention – subject to immediate termination;

c) Licensee permanently discontinues the use of the Games;

d) Licensee has not commenced to promote the Games on its Gaming Website(s) or to its Sub-licensees within six (6) months following the Effective Date;

e) Licensee commits any other serious breach of this Agreement and, in the case of a breach capable of being remedied, has failed to remedy the breach within fourteen (14) calendar days after the receipt of a written request from the Provider to do so. Whether a breach is capable of being remedied is within the Provider's sole discretion. In case the Provider considers a breach as one capable of being remedied and sends a request in this regard to the Licensee, such notice must contain a warning of the Provider's intention to terminate this Agreement should the breach not be remedied within reasonable time.

2.3 The Provider reserves the right to terminate the Agreement if the Licensee is in delay of making the payments stipulated in Section 5 and such delay exceeds ten (10) business days. In such case the Provider undertakes to give the Licensee ten (10) business days prior written notice of termination.

2.4 Termination of this Agreement for any reason whatsoever shall not affect either Party's accrued rights or liabilities, nor shall it affect the coming into force or the continuance in force of any provision within this Agreement that is expressly or by implication intended to come into force or continue in force after the termination of this Agreement.

3. Support Services and Availability of Games

3.1 Provider shall supply Support Services to the Licensee as laid out in **Appendix C** for no additional cost for the whole period of the Agreement. Provider shall make available professional employees to provide assistance to the Licensee in regards to Documentation and integration workflow, and in order to perform acceptance testing of the integration.

3.2 The Provider shall act as an intermediary between the Licensee and Game Vendors and shall

attempt to raise or resolve any issues related to any of the Games as soon as possible. However, Provider is not directly responsible for the quality, operation and technical support pertaining to the games from third-party Game Vendors.

3.3 The Provider and Game Vendors shall exercise their best efforts to keep the Games available twenty four (24) hours a day, seven (7) days a week, subject to downtime for maintenance purposes, system outages and other circumstances beyond Provider's control. The Parties acknowledge that, since the Internet is neither owned nor controlled by any entity, the Provider makes no guarantee that any given user will have access to the Games at any given time without interruptions. The Provider or Game Vendors shall not be liable to the Licensee for any unavailability of the Games if any connection problems are caused by a third party and not by action or omission to act of the Provider or Game Vendors. The Licensee in turn is responsible for establishing adequate procedures on its side in order to keep the Games available to Licensee's End Users.

3.4 Provider and Game Vendors may at any time, without notifying the Licensee, make changes to their Games which are technically necessary and which do not affect the general nature or quality of the Games.

3.5 Provider and Game Vendors may add new and discontinue existing Games at their discretion, but this will be communicated in good time to the Licensee.

3.6 Licensee understands that not all Game Vendors will have the ability to make their Games available to End Users immediately after the integration is completed by Licensee (for technical reasons or in relation to Clause 4.7).

Licensee acknowledges that unavailability of certain Game Vendors immediately after the integration does not constitute a breach of the Agreement. However, the Provider shall use its best efforts to ensure that all Games are sourced to Licensee without unreasonable delay.

3.7 Licensee understands that not all currencies may be supported for gameplay by Game Vendors, and Licensee acknowledges that lack of support of certain currencies on a Game Vendor's side does not constitute a breach of the Agreement.

4. Licensee's Obligations

4.1 Subject to Provider rendering Support Services as required by Clause 3.1, within forty-five (45) business days following the Effective Date, Licensee shall integrate the Games into the Licensee's gaming platform pursuant to the API and Documentation provided under this Agreement.

Integration of the Games shall, at all times, remain the responsibility of Licensee and the Provider shall be under no obligation to provide such services and shall have no liability to the Licensee in respect of the Licensee's integration activities.

4.2 After the integration has been completed, Licensee shall provide written notice thereof to Provider, after which Provider shall promptly complete its quality testing of the integration. Licensee, in turn, shall use commercially reasonable efforts to have the Games tested within the Licensee's gaming platform in production mode.

Notwithstanding anything to the contrary, until Provider issues a written notice of approval to Licensee, the Licensee shall not "go live" with the Games or permit any Player to access any of the Games.

4.3 Licensee acknowledges Provider's right to update the API and Documentation and agrees to comply with updated APIs. The Provider shall notify the Licensee well in advance of any upcoming API changes.

4.4 Licensee agrees to add without undue delay all new Games as may be provided by Game Vendors or Provider through periodic new game releases, provided that such new games may be supported by

the Licensee's gaming platform.

4.5 Licensee shall be obliged to indicate in all its Gaming Websites that the games are provided by respective Game Vendors in the formula that shall be agreeable to the Provider.

4.6 It is understood that the Licensee or its Sub-licensees shall provide to Players all of the following but not limiting: payment processing and wallet functions, first-line support, fraud screening and control, etc. and in general ensure that Players have a successful experience.

4.7 **Provision of some Games is subject to written approval from certain Game Vendors** (in particular but not limited to NetEnt and iSoftBet), which requires due diligence checks. In case such Game Vendor acting reasonably requires due diligence on the Licensee, the Licensee shall present to the Provider complete **Know Your Customer Documentation (“KYC Documentation”)** requested. Such KYC Documentation may include without limitation details regarding the Ultimate Beneficial Owner (UBO), source of funds of the UBO, details of directors and authorized signatories, corporate organizational structure, Anti-Money Laundering and Combating the Financing of Terrorism policies specifying the processes adopted to identify its Players and accounts. In the event that either KYC Documentation is not provided within the stipulated time or such documentation is not to the reasonable satisfaction of the Game Vendor in question, access to respective Games may be denied.

4.8 Each Game Vendor has a list of territories where access to the Games must at all times be blocked (**“Excluded Territories”**). Information on Excluded Territories will be communicated to the Licensee well in advance, but may be updated from time to time.

The Licensee or its Sub-licensees **shall not display or offer** the Games on its Gaming Websites to visitors from Excluded Territories, strictly in accordance with the requirements of Game Vendors. To do this, the Licensee undertakes to utilize best-in-class commercially available geolocation methods in order to identify the location of Players in real time.

Failing to comply with this Section 4.8 may result in suspension of certain Game Vendor's games or termination of the Agreement with immediate effect.

4.9 Additionally, Licensee shall at all times, when marketing the Games to its Players, adhere to Marketing Rules set out in **Appendix D**. The Licensee shall also ensure that its Sub-licensees, marketing partners and agents understand and adhere to the Marketing Rules. Failing to do so may result in permanent suspension of Games from a certain Game Vendor or termination of this Agreement.

1.

5. Fees Payable under the Agreement

5.1 Licensee undertakes to pay to the Provider an Upfront Fee in the amount specified in Appendix B. This Upfront Fee amount shall fully count towards future monthly commission fee payments under this Agreement.

The Upfront Fee is due upon receipt of the invoice issued by the Provider after signing the Agreement, and is payable within five (5) business days following the issuance date of the invoice.

5.2 The Licensee undertakes to pay to the Provider a **monthly fee (“Monthly Commission Fee”)** from the Gross Gaming Revenue generated by the use of the Games. Such fees are specified in **Appendix B**.

Unless stated otherwise in Appendix B, **Gross Gaming Revenue (“GGR”)** for a calendar month shall mean the total amount of wagers placed by all players while playing a particular Game Vendor's games, less the total amount of winnings returned as a result of those wagers.

Notwithstanding the above, there is a **minimum Monthly Commission Fee** that is invoiced from Licensee following each month. This minimum fee is also specified in Appendix B.

The Monthly Commission Fee is due upon receipt of a monthly invoice issued to the Licensee by the Provider for previous calendar month, and is payable within five (5) business days following the issuance date of the invoice.

5.3 All fee amounts, and in particular monthly License Fees and Fees to Game Providers, are calculated and invoiced in Euro. In case Licensee receives revenue in other currencies, including cryptocurrencies, monthly revenue amounts and fees for the previous month shall be converted to Euro and fixed according to exchange rates effective as of 00:00 UTC on the 1st day of the current month. Exchange rate information shall be taken from XE.com.

5.4 Payment of the fees due from either Party shall be made by a wire transfer in Euro to the other Party's banking account against an invoice, unless otherwise was expressly agreed by the Parties.

5.5 The fees agreed to in this Agreement are exclusive of any banking or payment service fees, as well as Value Added Tax, all of which, if applicable, shall be borne by the Licensee.

5.6 The Parties agree about the possibility of a review of fees listed in Appendix B upon mutual agreement.

5.7 In case of critical fluctuation of exchange rates during the invoiced month, the Provider has a right to change the conversion method for this period without a prior notice.

6. Copying and Alternation

6.1 The Licensee is prohibited from making copies of the Games, whether in part or in whole and for any reason whatsoever. Solely Provider or Game Vendors are at all times permitted to modify their respective Games. The Licensee is prohibited from translating, adapting, varying, modifying, disassembling, decompiling or reverse engineering of Games, its components, applications or derivatives.

6.2 Notwithstanding the above, Provider undertakes to supply the Licensee with information or data that may be reasonably required by Licensee's regulating gaming authority and that is related to the Games, and the Provider shall undertake efforts to provide this information as soon as possible.

7. Intellectual Property Rights

7.1 Without prejudice to the License of use granted to the Licensee under this Agreement, the Parties declare and agree that the Game Vendors are and shall remain the sole and exclusive owners of their Games, and shall retain full Intellectual Property Rights over the Games. The Provider, being the exclusive owner and developer of BGAMING Games and the API along with Documentation, shall at all times retain full Intellectual Property Rights over them, including any modifications or additions hereto.

7.2 Licensee undertakes to immediately notify the Provider upon the Licensee becoming aware of any unauthorized use of the whole or any part of the Games, API or Documentation, or of any infringements or suspected infringement of copyrights, trademarks or other Intellectual Property Rights in relation to any of the Games, API or Documentation.

8. Warranties

8.1 The Provider warrants that the API provided to Licensee under the Agreement is sufficient for the Licensee to perform integration of the Games. The Provider also warrants it will use its commercially reasonable endeavours to ensure the Games operate substantially in accordance with this Agreement.

8.2 To the extent permitted by applicable law, the Provider

- a) disclaims all other warranties with respect to the Games, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result; and
- b) makes no warranty that the Games are free of errors or that its use will be uninterrupted at all times and the Licensee acknowledges and agrees that the existence of such errors does not constitute a breach of this Agreement.

1.1 Licensee shall take all necessary measures in regard to its products and services to be at all times used solely in compliance with all applicable laws, rules and regulations (in particular all gaming, gambling and betting laws), in particular as regards the provision of the Licensee's services to End Users. Licensee represents and warrants to the Provider that the execution, delivery and performance by the Licensee of this Agreement in connection with providing gaming services will not violate or result in a breach of or constitute a default under any law to which the Licensee is subject to.

8.3 Licensee warrants that it holds the required regulatory, administrative and all other approvals, including gaming, gambling and betting licenses, permits and trade licenses, for the purposes of offering the intended Games in the jurisdictions where the Licensee offers such services to End Users, and that such licenses and permits are in good standing.

8.4 Licensee represents and warrants that it shall at all times comply with the requirements of the Anti-Money Laundering Directive of the European Union and any legislation that shall succeed such legislation from time to time ("AML Legislation"). In particular, Licensee shall perform adequate KYC checks on Players as may be required by the AML Legislation.

8.5 Licensee warrants that it shall at all times undertake all necessary measures in order not to offer the Games on respective Excluded Territories, and that it shall ensure that its Sub-licensees do not offer the Games on respective Excluded Territories.

8.6 Licensee shall be liable to indemnify and hold the Provider harmless from and against all liabilities, costs, damages, claims and expenses directly or indirectly resulting from any non-compliance with any such applicable laws, rules and regulations as laid out in Sections 8.3 to 8.6 herein.

9. Confidential Information

9.1 Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials concerning the other Party's business, plans, trade and business secrets, know-how, customers, user data, product architecture, data structures, algorithms, codes and products that are confidential and/or general information of technical or business nature or otherwise relating to the business or affairs of a Party that are of substantial value to such Party (hereinafter referred to as "Confidential Information"), which value would be impaired if such Confidential Information is disclosed to third parties.

9.2 Each Party will at all times treat as confidential in the same way that either Party protects its own information of a similar nature, and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will treat as confidential, the terms and conditions of this Agreement as well as the Confidential Information of the disclosing Party, but in no circumstances failing to meet the standard due diligence and prudence to protect the said Confidential Information. Each Party will not at any time (and will use all reasonable endeavors to procure that its directors, employees, professional advisers and agents will not) disclose or use the Confidential Information other than strictly for the purposes of this Agreement except with the written permission of the disclosing Party.

9.3 Each Party to this Agreement shall promptly notify the disclosing Party if it becomes aware of any breach of confidence and shall give the disclosing Party all reasonable assistance in connection with any proceedings which the disclosing Party may institute against any person for breach of

confidence.

9.4 Notwithstanding the other provisions of this Agreement, Confidential Information shall not include information that: (i) is or subsequently becomes public domain through no fault of the recipient Party; (ii) is already known to the recipient Party at the time of its disclosure; (iii) is rightfully received by the recipient Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the recipient Party.

9.5 The recipient Party may disclose the Confidential Information in accordance with a mandatory judicial or other governmental order, provided that the recipient Party shall give the disclosing Party reasonable notice prior to such disclosure and, if possible, reasonable opportunity to obtain a protective order or the equivalent.

9.6 The recipient Party shall return to the disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information or shall destroy such information and copies on the written request of the disclosing Party or upon termination of this Agreement. The returning of materials shall not relieve the receiving Party from compliance with other terms and conditions of this Agreement.

9.7 The obligations of this Section 9 remain in full force and effect notwithstanding any termination of the License or this Agreement.

10. Data Protection

The Parties undertake to comply with the provisions of the relevant applicable data protection legislation and to any related or subsidiary legislation in so far as the applicable data protection legislation relates to the provisions and obligations of this Agreement.

11. Assignment

11.1 The Licensee is expressly prohibited from transferring, assigning or in any manner give to third parties any rights, licenses, or obligations which it has undertaken in this Agreement.

11.2 If at any time during the Term of this Agreement, the ownership or control of the shares in the Licensee should change from the now current ownership or control, or any rearrangement in the shareholding of the Licensee between its current shareholders, or any transmission of shares 'causa mortis' should take place, the Licensee shall give the Provider a written notification within three (3) months after this event and submit to the Provider contact information of the new shareholders or other details reasonably requested by the Provider. If the Licensee fails to give a prior notification or submit the requested information on the new shareholders, the Provider reserves the right to consider such transfer to be a breach of the Agreement and terminate the Agreement.

12. Force Majeure

12.1 Notwithstanding any provisions of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of circumstances beyond the reasonable control of the relevant Party including, without limitation, inability or delay caused through, fire, flood, riot, war, industrial dispute of any kind (other than disputes involving that Party's own employees or the employees of an associated company to that Party), lightning, explosion, civil commotion, malicious damage, storm, tempest, act of government or other regulatory authority, acts or omissions of persons or bodies for whom the Party affected thereby is not responsible, and any other circumstances beyond the reasonable control of the relevant Party.

12.2 If any one of the events mentioned above impact either Party's abilities to fulfill obligations defined by this Agreement within its Term, Games delivery timing and/or period of warrantee will be extended by the period of the event(s).

12.3 If either Party is unable to carry out duties defined within this Agreement, it should inform the other Party within three (3) business days in writing as to commencement, duration and conclusion of the above-mentioned circumstances.

12.4 If either Party fails to issue the notice pursuant to Section 12.3 herein or delays its issuance beyond the timeframe defined in Section 12.3, it loses the right to utilize any of the circumstances/events listed in Section 12.1

13. Notices

2. With the exception of Purchase Orders, acknowledgements, invoices, payments, and other usual and routine communications, all other notices or writings required or permitted under this Agreement, including but not limited to notices of default or breach, shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other Party), and shall be deemed to have been received (a) when hand delivered to such individuals by a representative of the sender, or (b) three business days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (c) when sent by electronic transmission, with written confirmation by the method of transmission, or (d) one business day after deposit with an overnight carrier, with written verification of delivery.

3.

Provider

Contact Details

- Company Name: Dama N.V.
- Address: Scharlooweg 39, Willemstad, Curaçao
- Company Registration Number: 152125
- Email: order@softswiss.com

Licensee

- Company Name: HypeUp N.V.
- Address: Scharlooweg 39 U.20 P.O. Box 3075, Curaçao
- Company Registration Number: 158500
- Phone: +356 7928 5713
- Email: admin@hypeup.com

14. General provisions

14.1 Appendices

The provisions included in Appendices attached to this Agreement shall be deemed to form an inherent part of this Agreement and are to be read in conjunction with this Agreement and are binding upon the Parties.

14.2 Severance

If any provision of the Agreement is prohibited by law or declared unlawful, void, null or unenforceable by a court, the Parties agree to renegotiate such provision in good faith. In the event

that the Parties cannot reach a mutually agreeable and enforceable replacement, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement. This shall have no effect on other provisions of the Agreement which shall remain valid and in force and shall be carried out as nearly as possible according to the original terms and intent.

14.3 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law. The Parties shall first of all seek to resolve any disputes that may arise in relation to this Agreement amicably and in good faith. If this does not succeed the dispute shall be resolved by the matter being put before a person who has experience in the field of intellectual property rights and who is jointly appointed by the Parties to act as arbitrator in the matter.

The Provider retains the right to sue for the recovery of fees due in terms of this Agreement in any jurisdiction in which the Licensee is operating or has assets.

The Provider retains the rights to sue for breach of its intellectual property rights and other proprietary information, whether related to this Agreement or otherwise, in any jurisdiction where it has reason to believe that an infringement or breach of this Agreement in relation to its Intellectual Property Rights might be taking place.

The Licensee recognizes that a breach or a threatened breach of the Provider's Intellectual Property Rights will cause the Provider irreparable damage and consequently that in this event the Provider is entitled to injunctive relief and other measures that prevent the threatened breach or stop the breach of the Provider's Intellectual Property Rights.

14.4 Amendments

This Agreement may not be amended, varied or modified in any manner except by a supplement agreement in writing signed by a duly authorized officer or representative of each of the Parties.

14.5 Entire Agreement

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.

14.6 Counterparts and Language

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original if signed by a duly authorized officer or representative of each of the Parties, and such counterparts or duplicates shall together constitute one and the same agreement. This Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language version shall prevail.

Provider

Licensee

Allyant Group B.V., Director

HypeUp N.V.

Dama N.V.



Appendix A

Approved Domain Names

The Gaming Websites controlled by Licensee where the Games will be available under this Agreement:

<https://www.hypeup.com>

The Parties may modify this list from time to time upon mutual consent.

Provider

Licensee

Allyant Group B.V., Director

HypeUp N.V.

Dama N.V.



Appendix B

Games and Commercial Conditions

Fees payable under this Agreement shall be the following:

1. Setup Fee:

0 EUR

2. Upfront Fee:

2500 EUR

3. Minimum Monthly Commission Fees:

2,500 EUR Minimum Monthly Commission fee starting from the fourth (4th) month after any Games first launch on any of the Licensee's Website.

<i>Game Vendor</i>	<i>Monthly Commission Fee, % GGR</i>	<i>Other Fees and Notes</i>
BGaming	6% GGR	
1x2gaming	14% GGR Basic 9% GGR Table	
Absolute Live Gaming	9% GGR 9% GGR «7mojos» Live 9% GGR «7mojos» Slots	
Atmosfera	13% GGR	
Amatic	11% GGR	
August Gaming	14% GGR	
Belatra	11% GGR	
BetSoft	11% GGR Standart 12% GGR VIP	- Full amount of Jackpot Contributions plus 20% reseed fee is invoiced monthly. - A win resulting from a Jackpot is not taken into consideration when calculating the Monthly Commission Fee.
Bet2Tech	10% GGR	
Betradar	15% GGR	
Big Time Gaming	13% GGR Basic 15% GGR Brand	
Blueprint	14% GGR	
Booming Games	11% GGR	
Booongo	12% GGR	
Casino Technology	12% GGR	

Fazi	12% GGR	
EA Gaming	12% GGR	
EGT	15% GGR	
ELK Studios	11% GGR	
Endorphina	11% GGR	
Evolution Gaming	13% GGR Basic 14% GGR Premium 16% GGR Lightning 18% GGR Extra	- Extra Fee: High Stake Table Fee – a fee of €0.75 per bet placed on a High Stake Table (i.e. a Blackjack table with a minimum bet of €50). - Extra Fee: BJ Classic Fee – a fee of €0.12 per bet placed on any BJ Classic Table (i.e. any table with “classic” in the name).- Extra Fee: BJ Classic Fee – a fee of €0.12 per bet placed on any BJ Classic Table (i.e. any table with “classic” in the name).
Evoplay	11% GGR	
Ezugi	12% GGR Basic 12% GGR Premium 15% GGR Jackpot	
Fantasma	13% GGR	
Felix Gaming	13% GGR	
GameArt	11% GGR 15% GGR Premium 13% GGR Branded	
Gamomat	15% GGR Standard 17% GGR Premium 18% GGR Branded	
Golden Race	12% GGR	
Fugaso	11% GGR	
Habanero	11% GGR	
Igrosoft	10% GGR	
IGTech	12% GGR	
Iron Dog Studio	14% GGR 14% GGR Megaways	
iSoftBet	12% GGR Basic 16% GGR Brand	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
Leap Gaming	14% GGR	
Lucky	12% GGR	
Lucky Streak	12% GGR	
Leander Games	11% GGR	

Mancala Gaming	12% GGR	
Merkur	14% GGR	
MrSlotty	11% GGR	
NetEnt	15% GGR Basic 18% GGR Brand	- Jackpot Contributions (less Jackpot Wins for the period) are excluded from GGR for calculation of the Monthly Commission Fee. - Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly. - Every JP game has an initial JP seed, or the so called baby-jackpot, which should be considered a part of the JP reserve covered by all SoftSwiss Licensees using Netent Jackpot Games
NoLimit City	10% GGR	
Onetouch	12% GGR	
Platipus Gaming	9% GGR	
Play'n GO	14% GGR 17% GGR Partners	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly
Playson	12% GGR	
Playtech	13% GGR Basic 16% GGR Branded 12% GGR Live 15% GGR Premiumlive	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
Pragmatic Play	10% GGR 14% GGR Live 15% GGR Branded	
Push Gaming	11% GGR	
Quickfire	13% GGR Basic 14% GGR Premium 16% GGR Brand 10% GGR Table	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly
Quickspin	12% GGR	
Retro Gaming	10,5% GGR Basic	
Red Tiger	12% GGR 15 GGR Branded	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly
Relax Gaming	10% GGR Basic 11% GGR «4 the Player» 11% GGR «Maxwin» 11% GGR «Nothorn» 11% GGR «Reel Play»	

	11% GGR «Sthlm» 12% GGR «Revolver» 11,5% GGR «PGSoft» 11% GGR «Jade Rabbit» 13% GGR «High5» 13,5% GGR «Hacksaw»	
Spearhead	10% GGR	
Spinomenal	11% GGR Basic 12% GGR Partners	
Kalamba	11% GGR	
Kiron	15% GGR	
Tom Horn	10% GGR	
Truelab	12% GGR	
TVBET	11% GGR	
Thunderkick	10% GGR	
Vivo Gaming	11% GGR	
Wazdan	10% GGR	
Yggdrasil	15% GGR	- Full amount of Jackpot Contributions (less Jackpot Winnings) is invoiced monthly.
KA Gaming	9% GGR	
Mascot	11% GGR	
Netgame	10% GGR	
Nucleus	11% GGR	
Golden Hero	12% GGR	
Oryx	11% GGR	
Givme	12% GGR	
Swintt	10% GGR Basic 11,5% GGR Premium 12% GGR Basic Live 13% GGR Premium Live	
Spribe	10% GGR	
Peter&Sons	11% GGR	
1spin4win	10% GGR	
Gamebeat	9% GGR	
Onlyplay	10% GGR	
Zillion	9% GGR	
Slotmill	10% GGR	
Authentic Gaming	13% GGR	
CandleBeats	11% GGR	
Gamzix	10% GGR	
Pipa Games	11% GGR	
5men	9% GGR	
Wizard	10,5% GGR Basic 12% GGR Branded	
Hölle Games	9% GGR Basic	
Caleta	12% GGR	
GreenJade	12% GGR	

NOTE ON JACKPOTS:

Local Jackpot means a collective jackpot managed by the Licensee or by the Provider, which is not part of Pooled Jackpot and which accumulates contributions through wagers played in each game. Contributions to the Local Jackpot and winnings paid by the Local Jackpot are deemed bets and winnings, respectively.

Pooled Jackpot means a collective jackpot (or “network jackpot”) which accumulates Jackpot Contributions through wagers played in each game which participates in the shared jackpot network. The Licensee is liable for Jackpot Contributions less the respective Jackpot Winnings each month.

NOTE ON DIRECT DISTRIBUTION AGREEMENTS:

In case Licensee in the future wishes to negotiate a direct agreement with another Game Vendor, but still distribute this Game Vendor's games through Provider's API, the Monthly Commission Fee charged by the Provider on top of such direct agreements shall amount to **2% GGR** from the moment the respective direct agreement comes into force.

Provider

Licensee

Allyant Group B.V., Director

HypeUp N.V.

Dama N.V.



Appendix C

Support Services Schedule

1. Definition and Scope

Support Services constitute a range of services aimed at assisting the Licensee with technical aspects of the API and Games, thus enabling the Licensee to solve specific problems with the product or Licensee's IT environment.

Support Services include: answering technical and usage-related questions from Licensee; providing necessary credentials or other technical data for the Licensee to be able to perform the API integration or its testing; notifying of upgrades to the API; deploying periodic releases of new Games; performing general maintenance operations; and fixing of all reported and confirmed errors in Provider's environment.

2. Cost

Support Services are provided free of charge. All other tasks which are out of the scope described in Section 1 of this Appendix are subject to fees that shall be negotiated between the Parties on a case-by-case basis.

3. Error reporting

The Licensee undertakes to serve a written notice to the Provider of any request for Support Services providing a detailed description of the difficulties encountered and the issues that are expected to be addressed by the Provider.

Reported issues need to be classified in one the following four severity levels, based on the definitions hereunder. Response times for each severity level are defined as follows:

Severity	Definition	Response time
Critical	The request has a critical business impact on the licensee's live environment resulting in the inability to use the service or access the Games.	Less than thirty (30) minutes
High	The request has severe business impact, limiting the usage of the Games. The live environment is still operational, but restricted.	Less than two (2) business hours
Medium	The service functions in the licensee's business environment, but there are functional limitations that are not critical in the daily operation.	Less than four (4) business hours
Low	Minor infractions including documentation or cosmetic error.	Less than eight (8) business hours

The Licensee must clearly indicate the severity level assigned in the Support Services Request sent

to Provider. As a default the request should be created as a Severity 3, Priority Medium. The Provider will review the severity level assigned to the request and use commercially reasonable efforts to resolve and correct reported issues, working together with third-party Game Vendors where necessary.

All issues must be reported to: <https://jira.softswiss.net/servicedesk/customer/portal/2com>

4. Working times

Support Services in standard mode are provided 24\7.

Provider

Licensee

Allyant Group B.V., Director

HypeUp N.V.

Dama N.V.



Appendix D

Marketing Rules

- 1.1 Licensee agrees to use its best efforts to prominently display, promote and market the Games to both new and existing Players.
- 1.2 Licensee is entitled to publish in the media any content (press releases, blog posts and other PR material) which is related to the Software, its use, or Provider's trademarks, on condition that all mentioned content contains accurate information and does not violate the rights of the Provider or third parties. The Provider reserves the right to disapprove publishing of any content that contains false information about the Software, availability of certain games or Game Vendors.
- 1.3 Licensee shall not publish in any manner whatsoever, through any medium and in any place, advertising or marketing materials and/or carry out promotional activities that: encourage anyone to break any law; target individuals under the legal gambling age; show people under eighteen years gambling; are false or untruthful about the chances of winning or the expected return to a individual; suggest that gambling is a form of financial investment; suggest that skill can influence games that are purely games of chance; exceed the limits of decency.
- 1.4 Licensee is strictly forbidden to alter, diminish or change position of any copyright notice included in any of Games marked as "Branded".
- 1.5 Pertaining to any Games marked as "Branded", branding, advertising and promotions in respect of such Branded Games may ***only be based on Game Vendor provided marketing material*** that has been approved by relevant third parties holding the rights to respective Brand names. Licensee may not change or alter such provided marketing material and shall ensure that any of its affiliates and partners shall adhere in full to this obligation. Furthermore, neither marketing properties for Branded Games shall appear or be otherwise exploited in any medium in conjunction with any other property, including, without limitation, any name, character, symbol, logo, design, likeness or literary or artistic material ***without prior written approval***.
- 1.6 Any other marketing guidelines for Branded Games may be provided to the Licensee separately from time to time.
- 1.7 Licensee shall inform Provider in advance regarding promotional activities that are expected to generate significant additional volumes so that Game Vendors can take necessary precautions.
- 1.8 Licensee shall when publishing intellectual property such as trademarks, marks and logos and/or pictures or photographs reproducing or visualizing intellectual property or individuals in any manner whatsoever, secure and assure that Licensee has obtained the permission to use such material from the legitimate owner(s) of such intellectual property.
- 1.9 Licensee has no right or authority to assume or to create any contractual obligation or responsibility on behalf of Provider. All marketing deals with third parties are to be reached between the Licensee and the third party.
- 1.10 Licensee shall consult with Provider before the launch of a marketing activity, if in doubt about how the marketing activity acts in accordance with the Rules.

Provider

Licensee

Allyant Group B.V., Director

HypeUp N.V.

Dama N.V.



MADE on 07 September 2022

HYPEUP.N.V.

and

OMNIFARIOUS SERVICES LIMITED

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on 07 September 2022 (hereinafter referred to as the “Agreement”)

BETWEEN

- (1) HYPEUP N.V., an entity registered under the laws of Curacao, having its address situated at 39, Scharlooweg, Willemstad, Curacao, and company registration number 158500 (the “**Client**”); and
- (2) OMNIFARIOUS SERVICES LIMITED, an entity registered under the laws of Cyprus having its registered office at Avlonos, 1, Maria House, 1075, Nicosia, Cyprus and company registration number HE 389117 (the “**Agent**”)

(hereinafter referred to collectively as the “Parties” and respectively as the “Party”)

INTRODUCTION

The client generates revenues through its website having the domain www.hypeup.com and also incurs costs with respect to such website. Given that is desirable for the moneys to be received and paid by a financial institution situated in the European Union, the Client is entering into this agreement so that the Agent receives and makes payments on behalf of the Client.

AGREED TERMS

1. Terms

- 1.1 The Agent agrees to make payments and receives payments on behalf of its Client. Payments shall be executed within 48 hours from the time the instruction is issued by the Client.
- 1.2 The Agent agrees to ring-fence the amounts held on behalf of the Client and will be payable to the Client on demand.

2. Security

No security shall be granted by the Agent to the Client in connection with the amounts held on behalf of the latter.

3. Interest

No interest shall accrue or be payable on the amounts held by the Agent on behalf of the Client.

4. Assignment

Neither the burden nor the benefit of this Agreement may be assigned by neither party.

5. Consideration

- 5.1 The Agent shall levy a fee of 5% on the amounts received on behalf of its Client but will not levy a fee with reference to the value of payments outwards, made by the Agent on behalf of the Client.
- 5.2 Besides the fee referred to in Section 5.1, the Agent shall not charge or ask request the disbursement for:
 - 5.2.1 Bank charges incurred with respect to the processing of outward payments
 - 5.2.2 Processing fees levied by payment gateways/ payment processors on revenues received by the Agent on behalf of the Client
- 5.3 The fee referred to Section 5.1 shall be subject to a minimum fee of three thousand Euro (€3,000) per year.

6. Enforceability

If at any time any provision of this Agreement is or becomes unenforceable the enforceability of the other provisions of this Agreement shall be not affected by the unenforceability of the said provision.

7. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Cyprus and each party irrevocably agrees that the courts of Cyprus shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement.

EXECUTED by



.....
Mr Killian McKeon-Eccles
For and on behalf of
Omnifarious Services Limited
Agent



.....
Allyant Group N.V.
For and on behalf of
HypeUp N.V.
Client

Appendix K

Licensing Agreement

This Licensing Agreement (the “Agreement”) is entered into as of the 1st day of October 2021 (the “Effective Date”), by and between:

On the one hand;

Coinq Group Limited, a company registered under the laws of Malta, and having its company number 86650, and having its registered address at 30/1, Kenilworth Court, Sir Augustus Bartolo Street, Ta' Xbiex XBX1093, Malta, hereinafter referred to as the “Licensor”

And on the other hand;

HypeUp N.V. having its registered address at Julianaplein 36, Willemstad, Curaçao with company number 158500, hereinafter referred to as the “Licensee”;

and are referred to herein as a “Party” and collectively, the “Parties”.

Whereas, Licensor owns and has rights the product described in Exhibit A, (the “Product”); and

Whereas, Licensee wishes to enter into this Agreement with Licensor, whereby Licensee shall acquire certain non-exclusive, non-transferable rights (as further specified hereinafter) to use the Product under the terms and conditions set forth herein; and,

Whereas, Licensor has agreed to grant the Licensee, on the basis of Licensee's representations contained herein, and Licensee wishes to accept, certain rights and licenses, as further described hereunder.

Whereas, in connection with the Product, the Licensor has agreed to provide support services mentioned in section 3 (the “Services”) to the Licensee and the Licensee wishes to receive such Services.

Now therefore, in consideration of the foregoing premises and the mutual obligations hereinafter contained, the parties mutually agree as follows:

1. Licence. Subject to the terms of this Agreement, Licensor hereby grants and Licensee hereby accepts, a limited, revocable, non-exclusive, non-transferable, non-sub-licensable and non-assignable right and license, during the Term (as defined below), to make use of the Product.
2. Reservation of Rights. Other than the rights explicitly granted in this Agreement, Licensee shall have no other rights, express or implied, in the Product. Without derogating from the foregoing Licensee shall not, and shall not allow any third party to (i) copy, alter, merge, modify, adapt, or make any improvements, upgrades, updates, enhancements or any other changes with respect to the Product (ii) disassemble, decompile, or reverse engineer the Product, and/or any part thereof, or attempt to discover the Product's source code; (iii) sell, share, license, sub-license, lease, assign, transfer, pledge, or share the rights granted herein with any third party; (iv) use the Product stand-alone to provide third parties with managed services or any other services whether or not in return for remuneration of any kind; (v) engage, itself or through the assistance of any third party, directly or indirectly, in the research, development, marketing, distribution, sale, lease or licensing of any product which is or may constitute a derivative work of or based on any of the Product (vi) make statements or representations concerning Licensor, their businesses, the Product, their use and/or fitness for a particular purpose; (vii) represent that it possesses any proprietary interest in the Product or (viii) use or allow the use of the Product in connection to content which involves offensive or adult materials and/or depictions of violent acts, in a way that may be deemed immoral, illegal, or in any other way discredit the Licensor, and/or the Licensor's reputation, goodwill, trademarks and/or other distinctive marks. For the avoidance of doubt, the use of betting and/or gaming content will not be deemed to be a breach of this Section. In the event of any breach of the restrictions in this Section, the Licensor shall have the right to immediately terminate the licence granted herein.
3. Support Services. The Licensor shall provide the Services described in Exhibit B to the Licensee.
4. Warranties and Representations
 - 4.1. By each Party. Each Party hereby represents and warrants that (i) it has full corporate power to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement does not conflict with any of its

- obligations, contractual or otherwise; (iii) this Agreement constitutes a valid and binding agreement, enforceable against the parties in accordance with its terms.
- 4.2. Licensor's warranty relative to the Services. When performing the Services, the Licensor shall adhere to the best industry standards, methodologies, techniques and procedures and shall exercise a degree of skill, care and diligence in accordance with generally accepted practices and principles.
- 4.3. Warranty relative to the Product. Licensor does not warrant that use of the Product will be uninterrupted or that its operation will be error-free or secure. Licensor shall make reasonable efforts to repair any errors in the Product. The foregoing warranty shall not apply to damage caused by Licensee's breach of this Agreement, misuse, alteration, or unauthorized repair or integration. The foregoing shall constitute Licensor's sole liability with respect to any warranty breach. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION ABOVE, THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR ANY FACTORS AFFECTING PERFORMANCE OF THE SOFTWARE, WHICH ARE BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, NETWORK INTERRUPTIONS, ANY FAILURE, DISRUPTION, DOWNTIME, INTERRUPTION OF INTERNET SERVICE, DELAY, INACCURACIES, FAILURES BY THIRD PARTY SERVICE LICENSORS OR OTHER NON-PERFORMANCE IN CONNECTION WITH THE PRODUCT.
- 4.4. Licensee's Warranty. Licensee hereby undertakes, represents and warrants as follows: (a) Licensee shall use the Product for lawful purposes and in compliance with applicable laws and regulations; (b) it shall not willfully or negligently do anything which might cause any relevant Licenses to be suspended or withdrawn; (c) it has and will maintain in place at all times during the Term appropriate systems to prevent users under the legal age (as such term is defined in the applicable jurisdiction) from accessing or using the Product (d) it shall not knowingly use the Product in manner that infringes a third party's intellectual property rights or privacy or which undermines, determines or infringes the Licensor's IP (as defined in Section 5). For avoidance of doubt, it is clarified that any data collected or processed by means of the Product shall be at Licensee's sole responsibility, including back up of all such data. Licensor shall not be liable for any activity on the any data used or obtained by Licensee by means of the Product and/or to Licensee's reliance upon such data.
5. Consideration. The Licensee shall pay to Licensor a fee in accordance with Exhibit C.
6. Intellectual Property Rights
- 6.1. Licensor's IP. All Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the Product or any part thereof, including without limitation any updates, modifications, enhancements or derivative works thereof if provided by Licensor (regardless of whether such derivative works were made and/or developed pursuant to the request and/or specifications of Licensee, and irrespective of any support and/or assistance Licensor may receive from Licensee, or any third party on its behalf, with respect thereto), are and shall remain Licensor's sole and exclusive property ("Licensor's IP"). Nothing in this Agreement shall constitute a waiver of Licensor's Intellectual Property Rights under any law, or be in any way construed or interpreted as such.
- "Intellectual Property Rights" means any and all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), including but not limited to any reissues, continuations, continuations-in-part, divisions, revisions, extensions or reexaminations thereof; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and trade references (and all translations, adaptations, derivations and combinations of the foregoing) together with all goodwill associated with each of the foregoing; (iii) work of authorship, regardless of copyrightability, copyrights and copyrightable works, including moral rights; (iv) computer Product, programs, flow charts, programmers' notes, data and documentation; (v) trade secrets, confidential business information, database rights, inventions and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data and related information); and (vi) any other proprietary rights and any other similar rights and copies and tangible embodiments thereof, in whatever form or medium whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 6.2. Notice of Infringement. The Licensee shall promptly notify Licensor as soon as it becomes aware of any actual, threatened or suspected unauthorized use or infringement of Licensor's IP and shall give Licensor all reasonable assistance with any action that Licensor may consider necessary to take against third parties to protect such Licensor's Product.
7. Confidential Information

- 7.1. Confidential Information. "Confidential Information" means the Product and any related trade secrets, certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information of whatever nature, not made available to the public, in written, oral or other form, in any medium. For purposes hereof, the terms of this Agreement shall also be deemed as Confidential Information. Confidential information shall not include information that (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) as evidenced in records, was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. For avoidance of doubt, the Product, including the source code of the Product and Licensor's IP shall constitute Confidential Information of Licensor.
- 7.2. Protection of Confidential Information. Each Party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other Party (the "Receiving Party") Confidential Information. The Receiving Party hereby agrees, during the term hereof and for five years thereafter, to (i) hold the Confidential Information of the Disclosing Party in absolute confidence and protect it to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to have exposed; (ii) use the Confidential Information only for the purposes of this Agreement, (iii) restrict disclosure of the Confidential Information solely to those of its employees and/or consultants with a need to know and provided, that, such employees and consultants have executed a non-disclosure agreements with terms no less restrictive than the terms of this Section, and (iv) advise those of its employees and consultants to whom the Confidential Information is disclosed of its obligations under this Agreement with respect to said Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. All Confidential Information made available hereunder, including copies thereof, shall be returned to the Disclosing Party and shall be certified by the Receiving Party as returned/destroyed, upon the request of the Disclosing Party or upon the termination of this Agreement, whichever is earlier.
8. Indemnification. Licensee shall defend at its expense, indemnify and hold Licensor harmless from and against any and all damages, expenses and liabilities incurred by Licensor thereof in connection with any and all third party claims, demands, or actions arising directly out of Licensee's unauthorised use of the Product and/or as a result from Licensee's breach of its warranties and/or undertakings herein. This indemnity shall not apply to damages caused solely due to Licensor's fault or intentional misconduct.
- Licensor shall defend at its expense, indemnify and hold Licensee harmless from and against any and all damages, expenses and liabilities incurred by Licensee and/or any affiliate thereof in connection with any and all third party claims, demands, or actions arising from Licensor's breach of its warranties and/or undertakings herein. This indemnity shall not apply to damages caused due to Licensee's intentional misconduct.
9. Limitation of Liability. Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages, lost profits, loss of use, loss of data, costs of procurement of substitute goods or services, however caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise, arising from and/or related to this Agreement, even if such Party was advised or should have known of the possibility of such damages. In no event shall Licensor's total liability exceed the total fee paid by Licensee to Licensor hereunder during the twelve (12) months preceding the event.
10. Termination
- 10.1. Term. This Agreement shall be effective as of the date of this Agreement and shall not expire unless terminated earlier pursuant to this Section 10 ("Initial Term"). Thereafter, the Initial Term shall be automatically renewed for additional 12 months' term each ("Renewal Term"), unless either party notifies the other in writing of its intention not to renew, at least thirty (30) days prior to the end of the applicable term. The Initial Term and Renewal Terms shall be collectively referred herein as "Term".
- 10.2. Termination for Cause. This Agreement may be terminated by either Party immediately and without any requirement of notice: (i) in the event that the other Party has committed a material breach of any of its obligations or representations and failed to cure such breach within fourteen (14) days as of the receipt of a written notice by the other Party; (ii) in the event of a Bankruptcy Event (as defined below). "Bankruptcy Event" shall mean with respect to a Party (i) a petition in bankruptcy, seeking reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, (ii) making an assignment for the benefit of creditors; (iii) a receiver, trustee, or similar officer is appointed for its business or property; (iv) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against it and not stayed/discharged, within sixty (60) days; or (v) discontinuance of its business or dissolution.

- 10.3. Remedies. Without derogating from any other remedies available under law or in equity, Licensee acknowledges that breach of Section 2 herein and/or violation of Licensor's IP rights could cause irreparable harm and significant injury to Licensor that may be difficult to ascertain. Accordingly, Licensor will have the right to seek and obtain immediate injunctive relief to enforce such rights without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.
- 10.4. Consequences. Upon termination of this Agreement: (i) the licence granted hereunder shall immediately and automatically expire; (ii) each Party shall promptly return to the other all Confidential Information, and erase any such information and documents held by it in electronic form, and shall confirm in writing that it has complied with its obligations under this Section, and (iii) the due dates of all outstanding payments shall automatically accelerate and all such payments shall become due and payable. In the event of termination by Licensor in accordance with any of the provisions of this Agreement, Licensor shall not be liable to Licensee only because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Licensee. In the event of termination by Licensee in accordance with any of the provisions of this Agreement, Licensee shall not be liable to Licensor only because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Licensor.
- 10.5. Survival. Notwithstanding the expiration or termination of this Agreement, Sections 2, , 5, 6, 7, 10.4 and 10.5 as well as any other clause which is intended to remain in force after termination shall survive the expiration or termination of this Agreement and continue to be in effect in accordance with their terms.
11. Force Majeure
- 11.1. Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure Event.
- 11.2. After the affected party notifies the other party in writing of the reasons for a delay under clause 11.1 (and the likely duration of the delay), the performance of the affected party's obligations shall be suspended during the period that the said circumstances persist and the affected party shall be granted an extension of time for performance equal to the period of the delay.
- 11.3. For the purposes of clause 11.3, a "Force Majeure Event" means: (a) war, invasion, act of foreign enemy, act of terrorism, hostilities, civil war, riots, insurrection or military power, blockage or embargo; (b) in respect of Licensor's provision of the Product only, any applicable law coming into force or issued by any competent local, national, or international government, court or other duly constituted authority (including failure to grant any necessary permissions) of any relevant government; (c) official or unofficial strikes, lock-outs, or go-slows; (d) failure, shortage or delay of power, fuel, transport; (e) flood, drought, tempest, fire, explosion, ionising radiation, radioactive contamination, earthquake, lightning or volcanic eruption or any direct consequence of such occurrence; or (f) any other event or cause which is beyond the reasonable control of a party.
12. Miscellaneous
- 12.1. Amendment. This Agreement may only be amended by an instrument in writing signed by all Parties hereto.
- 12.2. Waiver. Any waiver of any right or default hereunder shall be effective only if made in writing and in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- 12.3. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Licensor.
- 12.4. Severability. Any clause, provision, or portion of this Agreement found or ruled invalid, void, illegal or otherwise unenforceable under any law or by any court, arbitrator, or other proceeding, shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 12.5. Remedies Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
- 12.6. Governing Law. This Agreement shall be governed and construed under the laws of Malta. Any dispute between the parties will be submitted to the competent courts situated in Malta.
- 12.7. Relationship of the Parties. Licensee and Licensor shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of the other. Other than as expressly set out in this Agreement, none of the Parties shall have any right or authority to assume or create any obligations or make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever and will not represent itself as having the authority to bind the other Party in any manner.
- 12.8. Entire Agreement. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

- 12.9. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or transmitted, and shall be effective upon receipt, if delivered personally, sent by air courier, or sent by electronic transmission, with confirmation received, to the other Party's administrator.

Signed by:



Licensor
By Killian McKeon-Eccles
For and on behalf of Coineqt Group Limited



Licensee
By Allyant Group B.V., Managing Director
For and on behalf of HypeUp N.V.

Exhibit A

1. The Product concerns the code currently hosted on www.hypeup.com, which offers its users to play casino games. The Product includes the full back-office system, item database and API to connect to casino games.
2. The Licensor shall enable the Licensee to use the code originated and belonging to the Licensor. The Licensee shall be permitted to use the code so as to enable it to appear as their commodity or brand.
3. For the avoidance of any doubt, the Licensee understands that the Licensor shall continue to host the Product and that it will not be transferred to or provided to the Licensee.

Exhibit B

1. The Licensor shall provide the Licensee with services relating to the management (including server management), maintenance, upkeep, development, and updating of the Product as well as any other service in connection therewith.

Exhibit C

1. The Licensee shall be able to use the Product for the following monthly fees:
 - a. Fixed fee of seven thousand and five hundred Euro (€7,500)
 - b. 2% of the value of deposits made by users
 - c. 2% of the value of skins withdrawn by users
 - d. 4% of the GGR (Global Gaming Revenue) generated by the Product
2. The Licensee shall submit payment within thirty (30) days of receipt of the invoice.
3. All amounts payable to Licensor under this Agreement are net of all taxes. The Licensee is solely responsible for payment of any applicable costs and taxes (including, without limitation, sales or use taxes, Value Added Taxes, employee-related taxes, intangible taxes, and property taxes, and only excluding taxes related to Licensor's income) resulting from the acceptance of the license herein or from the use of the Product. To the extent that Licensor shall be required to pay any such taxes or charges then such taxes shall be billed to and paid by Licensor (on top of the net fees above). If any such taxes are required to be withheld, Licensee shall pay to Licensor an amount such that the net amount payable to Licensor after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.

Appendix L

HYPE UP N.V. KEY ASSUMPTIONS FOR PROJECTED FIGURES

Annual increases applied to income & expenditure:

	2024	2025	2026
Revenue	50%	50%	20%
Marketing	20%	20%	10%
Expenses	5%	5%	5%

PROJECTED INCOME STATEMENT FOR HYPE UP N.V.

	2024 €	2025 €	2026 €
Gaming Revenue			
<i>Gross Gaming Revenue</i>	14,850,000	22,275,000	26,730,000
<i>Promo Costs</i>	(10,800,000)	(12,960,000)	(14,256,000)
Gaming Revenue	4,050,000	9,315,000	12,474,000
Direct Costs			
<i>Coinspaid Fees</i>	(540,000)	(810,000)	(972,000)
<i>Licence Cost</i>	731,000	768,000	806,000
<i>Game Service Provider Fees</i>	(2,160,000)	(3,240,000)	(3,888,000)
Total Direct Costs	(1,969,000)	(3,282,000)	(4,054,000)
Operating Income	2,081,000	6,033,000	8,420,000
Operating Expenses			
<i>Corporate Services</i>	(24,000)	(25,000)	(26,000)
<i>Gaming Licence</i>	(13,000)	(14,000)	(15,000)
<i>Content Management</i>	(13,000)	(14,000)	(15,000)
<i>Design</i>	(4,000)	(4,000)	(4,000)
<i>Game Insights</i>	(88,000)	(92,000)	(97,000)
<i>Other Software</i>	(76,000)	(80,000)	(84,000)
<i>Marketing Costs</i>	(2,736,000)	(3,283,000)	(3,611,000)
<i>Subscriptions</i>	(16,000)	(17,000)	(18,000)
<i>Wages and Salaries</i>	(834,000)	(1,621,000)	(1,702,000)
Total Operating Expenses	(3,804,000)	(5,150,000)	(5,572,000)
Profit (+) / Loss (-) Before Tax	(1,723,000)	883,000	2,848,000

PROJECTED BALANCE SHEET FOR HYPE UP N.V.

	2024 €	2025 €	2026 €
Assets			
<i>Coinspaid Wallet</i>	6,960,000	10,459,000	15,270,000
<i>Crypto Wallet</i>	200,000	200,000	200,000
<i>Prepayments</i>	20,000	20,000	20,000
<i>Shareholder's Current Account</i>	100	100	100
Total Assets	7,180,100	10,679,100	15,490,100
Total Assets	7,180,100	10,679,100	15,490,100
Liabilities			
<i>Inter-Company Recharges</i>	5,354,000	7,970,000	9,933,000
<i>Accounts Payable</i>	50,000	50,000	50,000
<i>Accruals</i>	100,000	100,000	100,000
<i>Client Balance</i>	1,000,000	1,000,000	1,000,000
Total Liabilities	6,504,000	9,120,000	11,083,000
Equity			
<i>Share Capital</i>	100	100	100
<i>Current Year Earnings</i>	(1,723,000)	883,000	2,848,000
<i>Prior Years' Earnings / (Losses)</i>	(6,601,000)	(8,324,000)	(7,441,000)
<i>Capital Reserves</i>	9,000,000	9,000,000	9,000,000
Total Equity	676,100	1,559,100	4,407,100
Total Equity & Liabilities	7,180,100	10,679,100	15,490,100

PROJECTED CASH FLOW STATEMENT FOR HYPE UP N.V.

	2024	2025	2026
	€	€	€
Cash Flow from Operating Activities			
<i>Net Income</i>	(1,723,000)	883,000	2,848,000
<i>Non-Cash Items</i>	-	-	-
<i>Changes in Operating Assets & Liabilities</i>			
<i>Accounts Receivable</i>	45,740	-	-
<i>Accounts Payable</i>	(13,070)	-	-
<i>Inter-Company Recharges</i>	2,242,302	2,616,000	1,963,000
Net Cash from Operating Activities	551,972	3,499,000	4,811,000
Cash Flow from Investing Activities			
<i>Capital Expenditure</i>	-	-	-
Net Cash from Investing Activities	-	-	-
Cash Flow from Financing Activities			
<i>Long Term Debt</i>	-	-	-
Net Cash from Financing Activities	-	-	-
Net Cash Flow	551,972	3,499,000	4,811,000
Cash Balance at the beginning of the year	6,608,028	7,160,000	10,659,000
Cash Balance at the end of the year	7,160,000	10,659,000	15,470,000