

eNexus

1 1th

Date: _____ July 2022

Morten Groven
Urb. Monte Bello,
Sierra Blanca
Marbella -Malaga.
Spain

By email to morten@njordv.com

eNexus Solutions Limited — share sale of Njord Ventures BV ("Njord")

Dear Sirs,

1. We, eNexus Solutions Limited ("eNexus"), refer to Njord, a B2B gaming operator, in which:
 - a. eNexus holds 80% of the current issued and allotted share capital (the "eNexus Shares"); and
 - b. you, Morten Groven ("Morten"), hold 20% of the current issued and allotted share capital.
2. eNexus wishes to develop its B2B business supplying certain player account management software to B2C gaming operators. eNexus is therefore willing to:
 - a. transfer its shares in Njord to Morten; and
 - b. waive repayment of the EUR1,000,000 shareholder loan it provided to Njord,in exchange for Njord committing to a long-term agreement (with an initial term of years) with eNexus to use its B2B player account management software on a revenue share basis based on GGR (with a minimum revenue guarantee of —per month) plus a monthly maintenance rate of up to 3% GGR a for every GGR thereafter.
3. As consideration for the eNexus Shares transfer to Morten, Morten shall procure that, Njord enters into an iGaming Platform Agreement with eNexus on the terms set out in paragraph 2 (the "eNexus Platform Agreement"). eNexus will transfer the eNexus Shares to Morten immediately after Njord's execution of the eNexus Platform Agreement.
4. This letter may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one document. Transmission of an executed counterpart of this letter by electronic means (in PDF, JPEG or other agreed format), shall take effect as delivery of an executed counterpart of this letter.



5. This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

eNexus

6. Any dispute arising out of or in connection with this letter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.

Yours sincerely,



Name: *Juan Santana*

Position: Director eNexus Solutions Limited

I, Morten Groven acknowledge receipt of this letter and agree to its terms.



Morten Groven

Date