

DOMAIN NAME SUBLEASE AGREEMENT

This Domain Name Sublease Agreement (hereinafter referred to as the 'Agreement') is made and entered into on 5 day of March 2024 (the 'Effective Date')

by and between:

DELPHIA LIMITED, a limited liability company, duly incorporated and registered under the laws of Hong Kong, whose registration number is 3319765 and registered office at 2-12, Au Pui Wan st., Room 8, S-V, 6/F, Valiant Industrial Centre, Fo Tan, Hong Kong (hereinafter referred to as the 'Sublessor')

and

ORAKUM N.V., a limited liability company duly incorporated and registered under the laws of Curaçao, registration number 141651, whose registered office is at 03, Abraham Mendez Chumaceiro Boulevard, Willemstad, 4750, Curacao (hereinafter referred to as the 'Sublessee').

The Sublessor and the Sublessee shall sometimes hereinafter refer to collectively as the 'Parties' and each individually as the 'Party').

RECITALS

- (A) The Sublessor represents and warrants that it is the lawful Sublessee of the Internet domain name <1xslot.com> (the "Domain") pursuant to a valid and subsisting lease agreement (the 'Primary Lease Agreement') entered into with the owner and registrant of record of the Domain.
- (B) The Sublessor desires to grant a sublease to the Sublessee, and the Sublessee desires to obtain from the Sublessor the right to use the Domain, subject to the terms and conditions of this Agreement and the Primary Lease Agreement.
- (C) The Sublessee intends to use the Domain in connection with its business activities involving the organization and operation of games of chance and related services.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter entered into, and of further good and valuable consideration, the Parties hereto agree as follows:

1. Subject of the Agreement

- (a) The Sublessor hereby grants to the Sublessee, and the Sublessee accepts, a to use the Domain for the duration of this Agreement, in exchange for the periodic payment of a sublease fee as provided herein. This Agreement shall not be construed to grant the Sublessee any legal, equitable, or beneficial ownership interest in the Domain. Title and full rights to the Domain shall remain at all times with the ultimate owner and registrant, and the Sublessee shall acquire no rights beyond those explicitly granted herein.

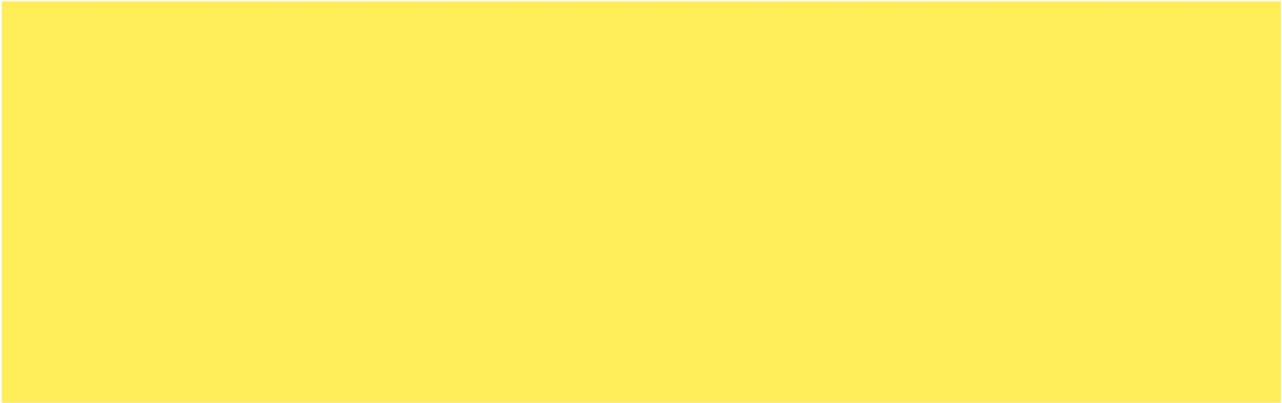
- (b) The Sublessee acknowledges and agrees to use the Domain strictly in accordance with the terms and conditions set forth in this Agreement and shall not use the Domain for any unlawful, infringing, or unauthorized purposes. The Sublessee further agrees to comply with all applicable laws, regulations, and the terms of the Primary Lease Agreement to the extent such terms are made known to or binding upon the Sublessee.

2. Terms of use of the Domain

- (a) The Sublessee shall use the Domain solely for a website and associate email addresses related to the Sublessee's business as stipulated in this Agreement.
- (b) The Sublessee shall comply with all applicable laws and regulations relating to the use of the Domain and the website, including but not limited to those governing domain registrations and usage.
- (c) The technical administration and handling of the Domain shall remain the responsibility and under the control of the Sublessor. The Sublessor agrees to provide the Sublessee with all the technical possibilities necessary for use of the Domain, provided that Sublessee shall use such technical possibilities only in connection with the purposes set forth in paragraph 2(a) hereof.
- (d) Considering that the word element '*Ixslot.com*' of the Domain is subject to the Sublessor's intellectual property rights (the 'IP Rights'), the Sublessee hereby acknowledges and confirms that the relevant rights to use the IP Rights has been provided to the Sublessee in due order.
- (e) Sublessee's usage of the IP Rights in the Domain shall not be considered an infringement of the IP Rights, provided that Sublessee uses the IP Rights in strict compliance with license agreement concluded by the Parties with respect to the IP Rights.

3. Fee and Terms of Payment





4. Term of the Agreement

- (a) This Agreement shall become effective upon the Effective Date and shall continue in force and effect for 60 (sixty) consecutive months (the ‘Term’), unless terminated by mutual agreement of the Parties or otherwise as set out below in this Clause 4 of the Agreement.
- (b) The Term may also be prolonged for subsequent terms (but always within the validity period of the Domain registration, which may be renewed from time to time) by entering into an addendum agreement by the Parties at least 30 days prior to the expiry of the Term.
- (c) Either Party may terminate this Agreement upon giving 30 (thirty) days in advance written (including email) notice to the other Party to the address specified by each Party in writing.
- (d) In the event of a material breach of this Agreement by either Party, the non-breaching Party shall have the right to terminate this Agreement with immediate effect upon written notice to the breaching Party. All outstanding sums payable by the Sublessee to the Sublessor under this Agreement at the date of such termination shall immediately become due and payable.
- (e) This Agreement will be immediately terminated, the Sublessee shall cease using the Domain and the Sublessor may restrict access to the website, identified by the Domain, as soon as the Sublessee loses the right to use the IP in any way. All outstanding sums payable by the Sublessee to the Sublessor under this Agreement at the date of such termination shall immediately become due and payable.

5. Ownership of the Domain

- (a) The Sublessor represents and warrants that it is duly authorized, pursuant to the Primary Lease Agreement, to grant the rights of use in respect of the Domain to third parties by way of sublease, and that such grant does not infringe the rights of the owner or any third party.
- (b) The Parties acknowledge and agree that the Sublessor does not hold ownership title to the Domain, which remains at all times vested in the legal registrant and owner of record (the “Primary Lessor”). However, for the duration of this Agreement, the Sublessor retains all rights of use, control, and administration conferred upon it under the Primary Lease Agreement, subject to its terms and limitations.

- (c) The Sublessee expressly acknowledges and agrees that it shall not acquire, and shall have no claim to, any legal, beneficial, or equitable ownership interest in the Domain as a result of this Agreement or any use thereof.
- (d) The Sublessee shall not, during the term of this Agreement or thereafter, directly or indirectly:
 - apply for or register the Domain, or any variation, translation, or derivation thereof, as a trademark, service mark, business name, trade name, domain name, or any other form of intellectual property right; or
 - assert any proprietary or registration rights over the Domain in any jurisdiction European Union.
- (e) Nothing in this Agreement shall be construed as granting the Sublessee any option, right of first refusal, or other entitlement to purchase, acquire, or otherwise obtain any ownership or control interest in the Domain now or in the future.

6. Indemnity

The Sublessee shall indemnify and save harmless the Sublessor against all damages, losses or liabilities which may arise in respect of the Sublessee's use and operation of the Domain.

7. Invalidity or Severability

- (a) If any provision of this Agreement is held invalid or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of any other provision of this Agreement.
- (b) Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by applicable law.
- (c) For greater certainty, this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed part hereof, and a "provision" for these purposes shall include the smallest severable portion of sections, paragraphs or clauses, or sentences contained therein, and not, unless the context absolutely requires, the whole thereof.

8. Waiver

- (a) No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in writing.
- (b) No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party.

- (c) Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement.

9. Governing Law and Dispute

- (a) This Agreement 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 the Republic of Cyprus.
- (b) The Parties hereby agree that the courts of the Republic of Cyprus shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including noncontractual disputes or claims) unless otherwise agreed by the Parties.

10. Assignment

- (a) The Sublessor may at any time and without the consent of the Sublessee assign, transfer, grant, mortgage, charge or deal in any other manner with any or all of its rights or obligations under this Agreement provided that the Sublessor shall notify the Sublessee as soon as possible after any such dealing and include particulars of the assignee, mortgagee or chargee.
- (b) The Sublessee shall not without the prior written consent of the Sublessor assign, transfer, mortgage, charge or deal in any other manner with any of its rights or obligations under this Agreement.

11. Confidentiality

- (a) When performing this Agreement, either Party may be exposed to and will be required to use certain Confidential Information, as that term is further defined in paragraph 11(c) of the Agreement.
- (b) Each party agrees that neither it nor its employees, agents or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than another Party to this Agreement, or disclose such Confidential Information without the written authorization of another Party of this Agreement, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information
- (c) “Confidential Information” means information not generally known and proprietary to another Party of this Agreement, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, technique, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of another party of this Agreement, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of another Party of this Agreement, any confidential secret development or research work of another Party of this

Agreement, or any other confidential information or proprietary aspects of the business of another Party of this Agreement.

- (d) All information which either party of this Agreement acquires or becomes acquainted with during the period of this Agreement, which either party of this Agreement has a reasonable basis to believe to be Confidential Information, shall be presumed to be Confidential Information
- (e) The Party may disclose confidential information as strictly necessary to carry out its obligations under this Agreement and/or as may be required by law, provided that the Party promptly notifies the other Party of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.
- (f) The provisions of this Clause 11 shall survive the performance, expiry or termination for any reason of this Agreement for a period of five years after termination of the Agreement.

12. Force Majeure

- (a) Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ('Force Majeure'), and in such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for I (one) month, the Party not affected may terminate this Agreement by giving 14 (fourteen) days written notice to the other Party.
- (b) Force Majeure circumstances include acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

13. Notices

- (a) All notices required or permitted to be given under this Agreement shall be delivered by hand to the party for whom it is intended or sent by prepaid courier directly to such party at the registered addresses specified in the preamble to this Agreement or at such other address as either party may specify by notice to the other party or, if it was agreed by the Parties, sent by electronic mail to the email address specified by each Party in writing.
- (b) Any notice delivered by hand or prepaid courier or sent by electronic email shall be deemed to be received on the date of actual delivery thereof. Any notice sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

14. Modification

Any modifications, termination, or attempted waiver of this Agreement, or any provision thereof, shall come into force only when they are prepared in writing and signed by both Parties as addendums agreements to this Agreement.

15. Counterparts

- (a) This Agreement is made in two (2) original counterparts, with the same legal effect.
- (b) Each of counterparts shall, when executed and delivered, constitute an original of this Agreement, but all the counterparts together shall constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, the Parties have hereto executed and delivered this Agreement by and through their duly authorized representatives as set forth below on the date stated first written above.

Signed for and on behalf of the Sublessor:

Signature: _____

Signatory's Name: Alina Zadorozhna

Signatory's Title: Director



Signed for and on behalf of the Sublessee:

Signature: _____

Signatory's Name: Serhii Yelovatskyi

Signatory's Title: Director