

NOVATION AGREEMENT

PARTIES

- (1) **ORYX GAMING LIMITED**, a company incorporated under the laws of Malta whose registration number is C59183 and with the registered office at 1.1534, Level G, Quantum House, 75 Abate Rigord Street, Ta Xbiex XBX 1120, Malta (the **"Outgoing Party 1"**) and
- (2) **InPlayNet Entertainment Limited** a company incorporated under the laws of Malta whose registered office is at 206 Wisely House, Old Bakery Street, Valetta VLT 1451, Malta (the **"Outgoing Party 2"**); and
- (3) **ORYX SALES DISTRIBUTION LIMITED** a company incorporated under the laws of Cyprus with the company registration number HE 399396 and with the registered address Menandrou, 4, Gala Tower, 2nd Floor, Flat/Office 201, 1066, Nicosia, Cyprus, (the **"Incoming Party 1"**); and
- (4) **Onyxion B.V.** a company incorporated under the laws of Curacao with the company registration number 151296 and with the registered address Franschebloemweg 4, Curacao (the **"Incoming Party 2"**);

(each a **"Party"** and together referred to as the **"Parties"**)

BACKGROUND

- (A) The Outgoing Party 1 and the Outgoing Party 2 have previously entered into an Aggregator platform, Game Content Distribution, Development and Services Agreement dated 23 April 2019, as amended from time to time (the **"Original Agreement"**).
- (B) The Outgoing Party 1 and the Outgoing Party 2 wish to be released and discharged from the Original Agreement; and the Parties have agreed to assign rights and duties of Outgoing Party 1 of the Original Agreement to the Incoming Party 1 and of Outgoing Party 2 of the Original Agreement to the Incoming Party 2, i.e. to the substitution of Incoming Party 1 as party to the Original Agreement in place of the Outgoing Party 1 and the substitution of Incoming Party 2 as party to the Original Agreement in place of the Outgoing Party 2, with effect from the date of **1 July 2020** (the **"Effective Date"**).

AGREED TERMS



1. TERMS DEFINED IN THE AGREEMENT

- 1.1 Unless otherwise stated, expressions defined in the Original Agreement and used in this Novation Agreement shall have the same meaning set out in the Original Agreement.

2. NOVATION

- 2.1 In consideration of the mutual undertakings contained in this Novation Agreement, as from the Effective Date, the Parties hereby agree that:
- (a) the Outgoing Party 1 transfers all its rights and obligations under the Original Agreement to the Incoming Party 1;
 - (b) the Outgoing Party 2 transfers all its rights and obligations under the Original Agreement to the Incoming Party 2;
 - (c) the Incoming Party 1 will perform the Original Agreement and be bound by its terms in every way as if it were the original Parties to it in place of the Outgoing Party 1;
 - (d) the Incoming Party 2 will perform the Original Agreement and be bound by its terms in every way as if it were the original Parties to it in place of the Outgoing Party 2;
 - (e) the Incoming Party 1 releases and discharges the Outgoing Party 1 from all claims, demands, liabilities and obligations arising under or in connection with the Original Agreement which arise after the Effective Date, and accept liabilities and obligations to it of the Incoming Party 1 in place of the Outgoing Party 1.
 - (f) the Incoming Party 2 releases and discharges the Outgoing Party 2 from all claims, demands, liabilities and obligations arising under or in connection with the Original Agreement which arise after the Effective Date, and accept liabilities and obligations to it of the Incoming Party 2 in place of the Outgoing Party 2.

3. CONFLICT

- 3.1 Unless otherwise stated above in this Novation Agreement, the Original Agreement shall continue in full force and effect.
- 3.2 If there is an inconsistency between any of the provisions of this Novation Agreement and the provisions of the Original Agreement, the provisions of this Novation Agreement shall prevail.

T. T. [Signature]

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Novation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of the Original Agreement.
- 4.2 The Parties irrevocably agree that the courts as stipulated in the Original Agreement have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Novation Agreement or its subject matter or formation.

5. NOTICE

- 5.1 A notice to the Incoming Party 1 shall be sent to the person and address as specified below:

For the attention of:

ORYX SALES DISTRIBUTION LIMITED

Menandrou, 4, Gala Tower, 2nd Floor, Flat/Office 201

1066, Nicosia,

Cyprus

Email: legal@oryxgaming.com

And

206 Inplaynet Entertainment Limited

Wisely House, Old Bakery Street,
Valetta VLT 1451, Malta

Email: tornike@inplaynet.com

OnyxioN B.V.

Franschebloemweg 4

Curacao

Email: david@upgaming.com

This agreement has been entered into on the date that is last signed by all the Parties.

Signed by
for and on behalf of **ORYX
GAMING LIMITED**


.....
Director

Date:

Signed by
for and on behalf of **InPlayNet Entertainment
Limited**

Date: 28/07/2020

Tornike Tvauri

.....
Director

Signed by
for and on behalf of **ORYX
SALES DISTRIBUTION
LIMITED**

Date:


.....
Director

Signed by
for and on behalf of **Onyxion
B.V.**

7/28/2020

Date: -----

Executive Corporate Management B.V.

.....
Director

 

Christopher vanAndyRosbergSenior