

Game Software Sales and Licensing Agreement

This Online Game Software Sales and License Agreement (the "Agreement") is entered into as February, 04th, 2021, **GAMZIX TECHNOLOGY OU**, a company incorporated and registered in Estonia, with registration number 14940706 and registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10152 (the "Licensor") and **PlayDOM B.V.**, a legal entity registered under the laws of the Curacao with its registered address at Kaya Richard J. Beaujon Z/N, Curacao, P.O. Box 6248, registration number - 145097, (the "Licensee").

Both Licensor and Licensee are hereinafter also referred to individually as a "Party" and collectively as the "Parties"

Whereas,

- A. The Licensee maintains and operates one or more Websites and/or his own Platform, and desires to integrate Games into said Websites and/or Platform for the games to be used in the course of the Licensee's Business Activity;
- B. The Licensor desires to grant the Licensee the license for the Games to be used in Licensee's Business Activity, under the terms and conditions determined in this Agreement, and the Licensee desires to obtain the same;
- C. The Parties have agreed to enter into this Agreement for their mutual benefit and in accordance with the terms and conditions agreed by them.

Now, therefore, the Parties reach the following agreement:

1 Definitions

Unless otherwise defined in the context, the following terms in this Agreement shall have the meanings assigned to them as follows:

"Agreement"	means this written Agreement including any and all appendices or amendments and/or supplements hereto as may be adopted by and between the Parties under the terms hereof;
"Business Activity"	means the Licensee's business activity consisting of the following: making the Games available for play to the Players through Licensee's own Websites; and/or licensing of the Licensee's gaming Platform (inclusive of the Sub-License for the Games) to the Sub-Licensees allowing the Sub-Licensees to integrate the Games into their own Websites and make the Games available for play to the Players through such Websites;
"Games"	means gaming software developed on RNG technology base by the Licensor, listed in Appendix B: "Games", and licensed by the Licensor to the Licensee hereunder, and unless otherwise mutually agreed between the Parties, any and all software releases, patches, updates, documentation, and other deliverables belonging to the Licensor and supplied to the Licensee in accordance with this Agreement and, subject to any other clause in this Agreement, any derivative forms of it resulting from enhancements, changes, additions or modifications made to it, including under the terms of this Agreement. The Licensor reserves the right to remove any Game from the list of Games licensed hereunder or

	add a new Game to that list; where reasonably practicable, the Licensor will notify the Licensee in writing prior to the effective date of such change;
"Gaming Services"	means the gaming process itself.
"First Line Support"	means the support provided to Players by an Operator via telephone, e-mail or instant chat regarding technical and functional matters relating to the Players' use of the Gaming Services and access to Games;
"Launch"	means the first day of public availability of the Games to the Players, or the first time a bet is made on the Games, whichever is earlier;
"Operator"	means the Licensee and each of the Sub-Licensees;
"Platform"	means the Licensee's software solution licensed by the Licensee to the Sub-Licensees, enabling Sub-Licensees to provide Gaming Services;
"Player"	means an Operator's player who plays the Games through the Website(s);
"Restricted Territory"	means any of the following countries: Aruba, Bonaire, Curacao, France, Netherlands, The UK, Saint Martin, USA;
"Sub-License"	means the sub-license to use the Games to conduct Gaming Services, granted by the Licensee to a Sub-Licensee pursuant to the terms of this Agreement;
"Territory"	means any territory anywhere in the world where all of the following apply: (i) the territory is not a Restricted Territory, and (ii) the respective Operator holds all required Gaming Licenses under the law of such territory;
"Website"	means each of the Operators' websites listed in Appendix C: "Websites".

2 License

2.1 License. The Licensor hereby grants to the Licensee, who accepts, a limited, revocable, non-exclusive, non-assignable, non-sub licensable and a non-transferable license to use the Games solely in Licensee's Business Activity by way of:

- 2.1.1 integrating the Games to the Licensee's own Websites and making the Games available to the Players from the Territory to play through such Websites subject to the terms and conditions contained in this Agreement,
- 2.1.2 integrating the Sub-License for the Games into the Licensee's Platform offering and granting the Sub-License to the Sub-Licensees. The Sub-License granted by the Licensee to the Sub-Licensees shall be limited to the use of the Games by such Sub-Licensees on and in conjunction with their Website(s) to provide Gaming Services by way of integrating the Games to such Websites and making the Games available to the Players from the Territory to play through the Websites. The Sub-License shall be non-exclusive, non-assignable, non-sub licensable, non-transferable, and shall be subject to both the Licensee's and the respective Sub-Licensee's observance of the terms and conditions contained in this Agreement, including continuous payment of the applicable Fees by the Licensee.

- 2.2 **Sub-Licensees and Websites.** The Licensee shall notify the Licensor about every potential Sub-Licensee and any potential new Website in advance. The Licensee shall not provide any access to Games through a Website to the Sub-Licensee before the respective Sub-Licensee and/or Website are approved by the Licensor in writing (which approval shall be at the Licensor's sole and absolute discretion); after so approved, the respective Sub-Licensee and/or Website shall be deemed included in the Appendix C: "Websites". The Licensee agrees and undertakes to impose on each Sub-Licensee the restrictions and obligations, save for the obligations relating to the payment of fees in favour of the Licensor, set forth in this Agreement as Licensee's, Sub-Licensee's or Operator's restrictions and obligations. The Licensee shall procure and hereby warrants Sub-Licensees' continuous conformity to the terms of this Agreement. When requested by the Licensor, the Licensee shall include in contract with Sub-Licensees the terms designated by the Licensor to safeguard its Intellectual Property Rights.
- 2.3 **Licensed Use.** The Games shall be used by the Licensee solely for the Business Activity and by the Sub-Licensees solely for the purpose of operating an online entertainment gaming through the Websites and within the scope of proper valid governmental approval (license) for each jurisdiction where the online entertainment gaming is operated. The Licensor reserves the right, without prejudice to its other rights or remedies, to block the Licensee's, any Sub-Licensee's, or Players' access to the Games if either of them is suspected of committing any illegal activity, at any time during the Term.
- 2.4 **Retention of Rights.** The Licensor hereby reserves all Intellectual Property Rights to the Games not expressly granted to the Licensee in this Agreement. In particular, no rights of ownership or any other rights than the right to use the Games as specified in this Agreement are granted to the Licensee. The Licensee acknowledges and agrees that, as between the Licensor and the Licensee or Sub-Licensee, the Games and all modifications and additions thereto, and all worldwide Intellectual Property Rights that are embodied in, related to, or represented by the Games and all modifications and additions thereto are, and at all times will be, the sole and exclusive property of the Licensor.
- 2.5 **No Exclusivity.** Licensee agrees that the Licensor has no obligation of exclusivity towards the Licensee or Sub-Licensees, and nothing in this Agreement shall prevent the Licensor in any manner from using, developing, marketing, licensing or otherwise disposing of the Games or concepts embodied therein anywhere in the world, or from conducting any other business activity.
- 2.6 **License Term.** The License shall commence on the Effective Date and shall continue until or unless this Agreement expires or is terminated in accordance with any of the provisions of this Agreement. Each Sub-License shall terminate immediately whenever the License is terminated or expires.
- 2.7 **Certification.** The Licensee acknowledges that although the RNG used in the Games may be certified or approved for use in particular regulated markets or territories, the Licensor gives no warranty that the Games have been certified, Licensed or approved in any particular market or territory, and it is solely the Licensee's responsibility to ensure that the use of the Games by the Licensee and Sub-Licensees as provided in this Agreement is at all times in accordance with the laws and regulations that are applicable to the Licensee, Sub-Licensees, or the Websites.

3 Integration

- 3.1 **Integration.** As soon as practicable after signing this Agreement, and the provision by the Licensee the Licensor shall provide the Licensee with an API access to the Games for integration into the Websites and/or the Platform for licensed use as set out herein, and shall also provide a reasonable assistance during the whole integration, as may be agreed by the Parties. The Licensee shall follow the Licensor's instructions on integration process. To avoid any misunderstandings, the Licensor explicitly states that this assistance shall be for purpose of the integration process only.
- 3.2 **Integration Timetable.** The Parties shall use reasonable endeavours to integrate the Games as soon as possible during reasonable period of time. Notwithstanding any other clause in this Agreement, the Licensor shall not be liable and shall not be held responsible for any delay in the Games integration.

4 License Restrictions

- 4.1 **Restrictions on Access, Copying, and Use.** The Licensee and the Sub-Licensees shall access and use the Games and

Handwritten signature and initials in blue ink, consisting of a stylized 'S' or 'G' shape above the letters 'VV'.

their functionality exclusively through the API, as integrated into the Website(s) and/or the Platform according to the Licensor's instructions. The Licensee hereby warrants and confirms that neither it, nor the Sub-Licensees or any of their employees and associated parties will attempt to or permit any other party to attempt to:

- 4.1.1 gain any other type of access to the Games (including its source/human-readable or binary/machine-readable code);
 - 4.1.2 copy, translate, adapt, modify, sublicense, distribute, transfer, reverse engineer, disassemble, or decompile the Games;
 - 4.1.3 monitor or in any way replicate (in form or function) the Games;
 - 4.1.4 prepare or create Derivative work incorporating or based on the Games;
 - 4.1.5 remove any proprietary notices from the Games; or
 - 4.1.6 use the Games or related documentation to design software with similar or competitive functionality.
- 4.2 **Security and Control.** The Licensee shall during the continuance of the License effect and maintain adequate security measures to safeguard the Games from access or use by any unauthorised person.
- 4.3 **Sub-License Restrictions.** The Licensee shall not, without the Licensor's prior written consent, sub-license the Games or otherwise permit any third party (other than the Operators and their Players) to use or access the Games. The Licensee shall not, and shall not allow any third party (explicitly including the Sub-Licensees) to, use or access the Games
- 4.4 **Trade Marks Restrictions.** The Licensee agrees that under no circumstances shall the Licensee or the Sub-Licensees move, remove, deface or alter the Licensor's Trade Marks in any way whatsoever without Licensor's prior written consent.

5 Payments

- 5.1 **Fee.** Licensee shall pay to Licensor the software license fee in accordance with the following:
Licensee shall pay the monthly software license fee in the end of each month in accordance with this Section 5.
- 5.2 **Currency.** All sums due under this Agreement shall be paid in Euro, unless other currency is specified in the Appendix A: "Fees". Where the Gaming Services are conducted in another fiat currency, all such sums will be converted into, and paid in, Euro in accordance with the exchange rate published by <https://currencylayer.com> website (or other rate used by the Licensor), as shall be in effect on the date on which the funds are transferred.
- 5.3 **Taxes and Withholdings.** All sums due by the Licensee to the Licensor under this Agreement are exclusive of Value Added Tax and any sales or other taxes and withholdings that may be applicable, and shall be paid in full without deduction of taxes, charges, withholdings or other duties that may be imposed by any applicable law. Should such deductions be applicable, the Licensee shall increase the amount of payment so that after the deductions are made, the Licensor receives the due amount as if no deductions have been made.
- 5.4 **Invoicing.** The Licensor shall invoice the Licensee for the Fees at the intervals as specified in the Appendix A: "Fees". The Parties have agreed that the Licensor's back office data and/or Games' statistics shall be the exclusive and sufficient source of data to be used for Fees calculation.
- 5.5 **Due Date.** Unless otherwise specified in the Appendix A: "Fees", payment is due within ten (10) days after the receipt by the Licensee of the Licensor's invoice therefor.
- 5.6 **Interest and Late Payment Fee.** If the Licensee fails to pay by the due date any amount payable by it under this Agreement, the Licensor may charge interest on the overdue amount, calculated from the date when payment becomes due up to and including the date of actual payment, whether before or after judgment, at the daily rate of 0.1%.
- 5.7 **Set-Off.** The amounts payable by the Licensee hereunder shall not be subject to any defenses (legal or equitable) related to the set-off or counterclaim thereof.
- 5.8 **Fees Adjustment.** The Licensor shall be entitled to vary the Fees under this Agreement on thirty (30) days written notice to the Licensee. The Licensee shall be entitled, within ten (10) days of receipt of such a notice of Fees' variation, to terminate this Agreement by giving a written notice of the same to the Licensor. In the absence of such termination notice from the Licensee, new Fees shall be in force as of the date indicated in the Licensor's notice.
- 5.9 **Win Payment.** For avoidance of doubt, any win by a Player on any of the Games shall be paid exclusively by the respective Operator to the Player, and shall not be paid or funded by the Licensor. The Operators shall pay all of the sums due to Players within thirty (30) days of the date a Player calls for the payment, and the Licensee shall, if requested by the Licensor, provide proof to the Licensor of a particular payment to a Player.

6 Support and Additional Services

- 6.1 **Second Line Support.** The Licensor shall use its commercially reasonable efforts to provide the Licensee with Second Line Support- a reasonable technical support for the Games, provided that the Licensee is using the latest

- version of the Games and is adequately staffed with reasonably competent personnel. The scope, content, exclusions and fees of such Second Line Support may be determined by the Parties upon mutual written consent.
- 6.2 **Branding.** When agreed by the Parties, the Games may be branded to incorporate the Licensee's Trade Marks and "look and feel". Additional Fees shall be applied for branding.

7 Development and Maintenance

- 7.1 **Development.** The Licensor may from time to time develop and update the Games. Any such development and updates shall be undertaken by the Licensor at its sole and absolute discretion. Licensee acknowledges that development may not be scheduled according to the specific requests of the Licensee. Whenever updates are made available to the Licensee, prior versions will be terminated and become unsupported.
- 7.2 **Maintenance.** The Licensor shall from time to time engage in a reasonable maintenance of the Games which will be determined at its sole and absolute discretion. The Licensee acknowledges that maintenance may not be scheduled according to specific requests or schedules of the Licensee. Provided that the Licensor shall use commercially reasonable efforts to ensure that, in effecting the aforesaid maintenance, and wherever possible, all the necessary skill, diligence and precautions are exercised to minimize and/or reduce and/or prevent the risks of unnecessary and/or prolonged downtime, and any error or malfunction of the Games.
- 7.3 **Possible Disruptions.** The Parties acknowledge that from time to time, as a result of hardware failure or supplier failures or other circumstances, the proper use of, and/or access to, the Games may be temporarily disrupted. The Licensee acknowledges and agrees that the Licensor and its members, shareholders, directors, officers, employees or representatives shall not be liable to Licensee in connection with these temporary disruptions for any kind of damages, including direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or lost earnings.

8 Advertising

- 8.1 **Advertising.** The Licensee shall be solely responsible for, and shall bear all costs and expenses incurred in connection with, any action it shall take in relation to the advertising, marketing and promotion of its Platform or other aspect of its Business Activity. The Licensee and the Sub-Licensees shall be solely responsible for, and shall bear all costs and expenses incurred in connection with, any action they shall take in relation to the advertising, marketing and promotion of the Games or the Gaming Services. Should such actions of the Licensee or Sub-Licensees in any way feature, expose, advertise, disclose or mention the Licensor's Intellectual Property (including company name or Games) no such actions shall be taken by the Licensee or Sub-Licensees without obtaining a prior written approval from the Licensor.
- 8.2 **Games' Promotion.** Licensee shall, and shall use its best endeavours to convince the Sub-Licensees to, prominently display, promote, market and publicize the Games via several methods, on each of the Websites, at a minimum by:

- placing at least 1 Games on the main page (first page after loading "Casino" tab, "Top games" tab, "Popular games" tab, and all other similar tabs where certain games available through the Website are listed);
- placing new Games in the top row of "New games" tab
- featuring at all times at least 1 Game on a banner in "Casino" tab or in other prominent location, if the Website support banners;
- including free spins for the Games in all welcome bonuses, deposit bonuses and other bonus offers awarded to Players (the amount of free spins, the exact titles and wagering requirements shall be at Licensee's discretion);
- making new Games available to Players on the day of their release by the Licensor;

9 Confidentiality and Data Protection

- 9.1 **Confidentiality Obligations.** The Parties acknowledge that either Party ("Discloser") may disclose its Confidential Information to the other Party ("Recipient"). The Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees or agents who need to know such information to perform Recipient's obligations. Recipient shall not use any Confidential Information for the benefit of itself or any third party or for any purpose other than the performance of Recipient's obligations.
- Recipient shall not make any copies of the Confidential Information except as necessary to perform its obligations unless otherwise approved in writing in advance by Discloser. Recipient's obligations hereunder shall last for a

period of five (5) years after expiration or termination of this Agreement.

- 9.2 **Data Protection.** Both Parties hereby undertake to comply with any applicable data protection and privacy requirements and any analogous legislation in any jurisdiction insofar as the same relates to the provisions and obligations of this Agreement. The provisions of this Agreement are subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter: GDPR) and applicable laws in one or both jurisdictions of the Parties hereto.

The Licensor shall undertake all necessary steps and legal action in accordance with GDPR and applicable laws in order to ensure legal controlling and/or processing of Licensee's Customers activity, if so required by GDPR and/or applicable laws.

10 Term and termination

- 10.1 **Term of the Agreement.** This Agreement shall enter into force on the Effective Date, and shall remain in force for the initial term of twelve (12) months from Launch (the "Initial Term") and shall thereafter automatically be renewed for further periods of twelve (12) months each (the "Renewal Term"). Either Party may terminate this Agreement by giving the other Party thirty (30) days' notice in writing before the expiry of the Initial Term or each Renewal Term.

- 10.2 **Termination for cause.** Either of the Parties may terminate this Agreement immediately upon giving written notice to the other Party, upon the occurrence of any of the following events:

- 10.2.1 without prejudice to the other provision of this Agreement, the other Party is in breach of any of its material obligations under this Agreement and (if such breach is capable of remedy) the other Party fails to remedy such breach within seven (7) calendar days of service of notice in writing to do so;
- 10.2.2 the insolvency of the other Party;
- 10.2.3 the other Party executes an assignment for the benefit of its creditors;
- 10.2.4 the other Party dissolves, is wound up or ceases to carry on business; or
- 10.2.5 the other Party becomes subject to receivership, bankruptcy or similar proceedings.

- 10.3 **Termination without cause.** Without prejudice to the other provisions of this Agreement, this Agreement can be terminated by either Party for any reason whatsoever, by giving to the other Party thirty (30) days prior written notice.

11 Warranties

- 11.1 The Licensor warrants that:

- 11.1.1 it has the authority to enter into this Agreement and is the rightful owner of, or has procured a right from the rightful owner to, the Games;
- 11.1.2 to the best of its knowledge, the Games do not contain any trojan horse, worm, logic bomb, time bomb, backdoor, trap door, key or other similar or harmful components which are intended to impair or prevent the operation of the Games;
- 11.1.3 it is not a party to, or subject or bound by, any agreement which may restrict or interfere with the performance of this Agreement, and it has no knowledge of any present condition or contingency which it can reasonably expect to adversely affect its ability to perform its obligations under this Agreement. The Licensor warrants that unless otherwise provided herein or unless the Licensor has informed the Licensee in writing, the Games licensed to the Licensee in terms of this Agreement may be offered to Players directly by the Licensee and may also be sub-licensed to Operators in order that such Operators make the Games available to Players.

12 Notifications

12.1 All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the party being notified at the address first above written or sent by email to the following address:

- To the Licensor: lida@gamzix.com
- To the Licensee: nadiia@gagaringroup.com and copy to info@g-force-corporate-services.com

12.2 Any notice made or given in connection with this Agreement shall be deemed to have been given:

- a) if delivered personally, at the time of delivery;
- b) if sent by registered mail, on the fifth (5th) working day after the date of posting;
- c) if sent by email, at 9.00 AM according to recipient's time zone on the next working day after transmission, unless the recipient can provide credible information to explain why delivery to the email address failed or was not possible within twenty-four (24) hours of sending.

13 Governing Law and Jurisdiction

13.1 The Agreement shall be governed and construed in accordance with the laws of Estonia and both Parties warrant to comply with the laws of Estonia

13.2 The Parties shall attempt to resolve any dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, amicably. Failing to do so, such dispute, controversy or claim deriving from or in conjunction with this Agreement, or a breach, termination or invalidity thereof, shall be exclusively settled by the courts of law in Estonia

Details and Signatures of the Parties

Licensor:

Gamzix Technology OU

Company number: 14940706

E-mail: lida@gamzix.com

Banking details:

IBAN: BE07 9671 5297 9066

Bank: TransferWise Europe SA

Avenue Marnix 13-17

Brussels, 1000, Belgium

SWIFT: TRWIBEB1XXX

For and on behalf of the Licensor


Title: Managing Director

Name: Viktor Vorushylin

Licensee:

PlayDOM B.V.

The company registration number: 145097

The registered address: Kaya Richard J. Beaujon Z/N,
Curacao, P.O. Box 6248

Bank details:

1) Bank: Wirecard Bank AG

Bank address: Einsteinring 35, 85609 Aschheim,
Germany;

SWIFT - WIREDEMMXXX

Account: DE54512308000000075405

2) Bank: Emerald Financial Group (UK) Ltd CLT

Bank address: Elsenheimerstr. 41, 80687 München,
Deutschland;

SWIFT - DEKTDE7G

Account: DE12700111104101840013

3) Bank: VIA PAYMENTS UAB

Bank address: Konstitucijos pr. 7, LT-09308, Vilnius,
Lithuania;

SWIFT - VIPULT22

Account: LT783570020000056481


Title: Non-executive Director

Name: Hammoud Gouloud Mercedes
obo Global Related Services B.V.

Appendix A: "Fees"

The Licensee shall pay the following Fees to the Licensor:

1. Set-Up Fee

The Licensor waives the Set-up Fee.

2. Branding Fee

For each branding of a single Game, the Licensee shall pay to the Licensor a one-time Branding Fee to be agreed by the Parties on a case-by-case basis.

3. Monthly Fee

The Licensee shall pay to the Licensor the Monthly Fee, for each full or partial month after the Launch. Save as provided in the following paragraph, the Monthly Fee shall be calculated as a percentage of the total GGR generated during the respective month, as shown in the table below, and shall be invoiced by the Licensor at the beginning of each month for the preceding month:

GGR	Monthly Fee (% of the GGR)
up to 100k EUR	10
up to 500k EUR	9
over 600k EUR	8
over 1mIn EUR	7

Licensor:

Gamzix Technology OU

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SWIFT - VIPULT22

Account: LT783570020000056481


Title: Non-executive Director

Gouloud Hammoud obo Global Related Services B.V.

Name: Hammoud Gouloud Mercedes
Appendix B: "Games"

Game Name	Game Type
Joker Splash	Slot Game
40 Chilli Fruits	Slot Game
Really Hot	Slot Game
Go Wild	Slot Game
Dragon's Secret	Slot Game
Gold of Maya	Slot Game
Banana Bar	Slot Game
Book of Symbols	Slot Game
Hoonga Boonga	Slot Game
Hot Life	Slot Game
Make Money	Slot Game
Burning Power	Slot Game
The Hottest Game	Slot Game
The Lion	Slot Game

Licensor:
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Title: Non-executive Director
Name: Hammoud Gouloud Mercedes
obo Global Related Services B.V.

PlayDOM B.V.
Commercial Registry nr. 145097
Curaçao

Appendix C: "Websites"

Website	Operator

Licensor:
Gamzix Technology OU

Company number: 14940706
E-mail: lida@gamzix.com

Banking details:
IBAN: BE07 9671 5297 9066
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