Dated 30 August 2019

SHARE PURCHASE AGREEMENT

by and between

CASTELIN LTD,

MAXIFY INVESTMENT SWEDEN AB,

PREVERITA LTD,

and

RAKETECH GROUP LTD

regarding transfer of the shares in Casumba Media Ltd

Certified
Guy Weston
GEORG WESTON
18/12-23

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This share purchase agreement (the "**Agreement**") is made on 30 August 2019 (the "**Closing Date**") between:

(1) **RakeTech Group Ltd**, company reg. no. C 48831, a company incorporated under the laws of Malta, whose registered office is at 6 Paceville Avenue, STJ 3109 St. Julians, Malta (the "**Buyer**");

(2) **Castelin Ltd**, company reg. no. HE394446, a company registered under the laws of Cyprus having its registered office at Naxou 4, 1st Floor/Office 101, Nicosia 1070, Cyprus;

(3) **Maxify Investment Sweden AB**, company reg. no. 556923-1649, a company registered under the laws of Sweden having its registered address at Hagensvägen 47, Saxtorp 261 93, Sweden; and

(4) **Preverita Ltd**, company reg. no. HE368977 a company registered under the laws of Cyprus having its registered office at Naxou 4, 1st Floor/Office 101, Nicosia 1070, Cyprus.

Party (2)-(4) are hereinafter collectively referred to as the "**Sellers**".

All parties listed above are hereinafter collectively referred to as the "**Parties**".

Recitals

(A) Casumba Media Ltd, company reg. no. C76055, a company incorporated under the laws of Malta having its registered office at 2A, Edge Water Business Complex, Triq Elija Zammit, St. Julian's STJ 3120, Malta (the "**Company**") operates certain websites on the internet which specialise in marketing and referring visitors to other websites.

(B) The Buyer is a subsidiary to Raketech Group Holding PLC, company reg. no. C77421 a limited liability company registered under the laws of Malta having its registered office at 6 Paceville Avenue, STJ 3109 St. Julians, Malta (the "**Parent**").

(C) The Sellers are the sole owners and registered holders of all outstanding shares in the Company (the "**Shares**"), allocated as set out in Appendix (C).

(D) The Sellers has agreed to sell the Shares and the Buyer has agreed to purchase all the Shares on and subject to the terms of this Agreement (the "**Transaction**").

1 Sale and purchase of the Shares

1.1 On and subject to the terms of this Agreement:

1.1.1 the Sellers agree to sell, and the Buyer agrees to purchase the Shares; and

1.1.2 the Shares shall be sold free of any encumbrances or pledges together with all rights and advantages attaching to them at signing of this Agreement.

2 Purchase Price

2.1 The aggregate purchase price payable by the Buyer for the Shares (the "**Purchase Price**") shall correspond to an upfront payment of the amount of EUR 2,001,060 (the "**Initial**

Payment") plus any earn-out payment pursuant to Section 2.4, 2.5, 0 and 2.7. All payments to the Sellers shall be made pro-rata their shareholding in the Company per Closing Date, as set out in Appendix (C).

2.2 The Initial Payment shall be paid within 15 business days after the Closing Date. The payment shall be made to the Sellers' bank account bearing the following details:

Account Holder: Castelin Ltd
Bank: SEB (Lux)
IBAN: LU47064 3059001 A01978
SWIFT: ESSELULLXXX

Account Holder: Preveritas Ltd
Bank: SEB (Lux)
IBAN: LU600643058250A01978
SWIFT: ESSELULLXXX

Account holder: Maxify Investment Sweden AB
IBAN: SE4550000000055261004993
BIC: ESSESESS

2.3 The Buyer shall pay all costs pertaining to the Transfer which is contemplated to be made after the Transaction.

2.4 **Earn-out 1**

As additional consideration for the Shares, the Buyer shall pay an additional purchase price of EUR 450,000 to the Sellers, in respect of the period beginning on 1 July 2019 and ending on 31 December 2019 provided that the Company generates EUR 500,000 in EBIT (definition in line with IFRS) or more, as calculated and set out in Appendix 2.4. The earn-out shall be paid on 15 March 2020, provided that the annual accounts of the Company are reconciled.

2.5 **Earn-out 2**

As additional consideration for the Shares, the Buyer shall pay an additional purchase price of up to EUR 1,600,000 to the Sellers in respect of the period beginning on 1 January 2020 and ending on 31 December 2021 (the "**Earn-out Period 1**"), provided that the Company generates certain levels EBIT, calculated as set out in Appendix 2.4. The levels of EBIT and the corresponding Earn-out Payment, are set out in Appendix 2.5. The EBIT relates to the generated EBIT of the Company. Earn-out 2 shall be paid in two instalments: one on 15 March 2021 and the second one on 15 March 2022, provided that the annual accounts of the Company are reconciled.

2.6 Earn-out 3

As additional consideration for the Shares, the buyer shall pay an additional purchase price to the Sellers in respect of the period beginning 1 July 2019 and ending on 31 July 2024 (the "**Earn-out Period 2**"). The additional purchase price shall be based on the Company's performance and calculated as 50% of the Net Profit defined in Appendix 0, provided that the Net Cashflow (defined as net Increase/ decrease in cash and cash equivalents between 1 July and 31 December 2019 and thereafter 1 January and 31 December during the Earn-out Period 2 – the "**Net Cashflow**") is equal to or higher than the Net Profit for the period. If the Net Cashflow is lower than the Net Profit for the period, the difference shall be deducted from Earn-out 3. The earn-out shall be paid in yearly instalments according to the schedule below, provided that the annual accounts of the Company are reconciled. Please find illustrative example of Earn-out 3 in Appendix 2.6.1:

Period	Payment date
1 July to 31 December 2019	15 March 2020
1 January 2020 to 31 December 2020	15 March 2021
1 January 2021 to 31 December 2021	15 March 2022
1 January 2022 to 31 December 2022	15 March 2023
1 January 2023 to 31 December 2023	15 March 2024
1 January 2024 to 31 July 2024	15 October 2024*

*The Earn-out Payment on 15 October 2024 shall contain the Sellers' proportional part of the tax refund (if any) pertaining to the financial year 2023 and 1 January – 31 July 2024, regardless if such tax refund has been claimed or received by the Buyer (or any other entitiy lawfully entitiled to the tax refund).

2.7 Earn-out 4

As additional consideration for the Shares, the Buyer shall pay an additional purchase price as calculated and set out in Appendix 2.7 provided that the Company generates certain levels of EBIT, calculated as set out in Appendix 2.4. The levels of EBIT and the corresponding Earn-out Payment, are set out in Appendix 2.7. The EBIT relates to the generated average annual EBIT for the last 24 months in the Company related to the period 1 August 2022 to 31 July 2024. The payment shall be made at 15 October 2024 and the Buyer shall present the Company's average annual EBIT for the period between 1 August 2022 and 31 July 2024, until 10 October 2024. The Earn-out Payment shall refer to 50% of the last 24 months average annual EBIT, as set out in Appendix 2.7. The Buyer shall have an option to pay 25% of the additional purchase price with shares of Raketech Group Holding PLC, as further set out in Appndix 2.7. The value of the shares shall be valued at the average weighted share price for the last 90 days prior to 31 July 2024.

2.8 All earn-outs and additional considerations within this agreement shall take into consideration any uncollected receivables not reserved for. These shall be deducted from EBIT and Net Profit levels on which the earn-out levels are based on.

2.9 **Earn-out operations**

During Earn-out Period 1 and 2 the following provisions shall prevail unless agreed by the Parties in writing:

- The Company will be responsible for sales operations in relation to business. The Company shall also have the right to choose which online gaming operators, to list on the websites set out in Appendix 6.1.14 (or any additional igaming affiliate websites added after signing this Agreement).
- The Company shall provide the Parties with a monthly report listing the revenue per online gaming operator generated from the websites set out in Appendix 6.1.14 (or any additional igaming affiliate websites added after signing this Agreement) no later than 45 days after the expiry of a month (the "**Monthly Report**").
- The Company shall be responsible for the daily operations.
- Following each financial year, during Earn-out Period 1 and 2, the Company shall, no later than 10 March the preceding year, compile all Monthly Reports to an annual report and such annual report shall state which earn-out level pursuant to Appendix 2.5 has been reached.
- During Earn-out Period 1 and 2 the Sellers shall have the right to appoint 2 board members in the Company.
- During Earn-out Period 1 and 2 the Buyer shall take all reasonable efforts to continue operating the Company in materially the same way as prior to the Transfer and may not transfer the Shares or any Company assets outside the Buyer's group without the concent of the Sellers.
- If the Buyer during Earn-out Period 1 and 2 becomes insolvent or is not able to settle its obligations to the Sellers 180 days after due date, the Sellers shall have the right to re-purchase the Shares to a purchase price equal to the actual Purchase Price paid by the Buyers to the Sellers from Closing until the time of insolvency, or when the payment was due.

3 **Transfer**

3.1 The full and unrestricted ownership and title to the Shares shall pass from the Seller to the Buyer on the Closing Date.

3.2 The Parties shall execute any documents required in order to effectuate the transfer of the Shares pursuant to this Agreement.

4 Closing

4.1 At the Closing Date, the Seller shall:

4.1.1 deliver to the Buyer a duly completed and signed transfer by the Seller, in favour of the Buyer in respect of the Shares, with the related share certificate/s and the appropriate statutory form required duly signed;

4.1.2 deliver to the Buyer a copy of a resolution by the board of directors of the Company approving the transfer of Shares and instructing the entry of the Buyer, as the holder of the Shares, once the transfer takes place, in the register of shareholders of the Company;

4.1.3 deliver to the Buyer a copy of a resolution of the shareholders of the Company approving the transfer of the Shares to the Buyer;

4.1.4 deliver to the Buyer the up-to-date statutory books (including updated copies of all annual general meetings, copies of all share certificates and register of members) of the Company and its certificate of incorporation; and

4.1.5 As the cooperation between the Sellers and Buyer regarding the operation in the Company started in July it is agreed between the parties that the Buyer has the right of the revenues from July 2019 as the risk and reward is the Buyer's related to the revenues from the 1 July 2019.

4.2 At the Closing Date, Parties shall:

4.2.1 procure that the relevant meetings of the board of directors and/or the shareholders (as applicable) of the Company shall be held; and

4.2.2 procure that new directors and a company secretary, if applicable, shall be appointed to the office of the Company.

4.3 The Buyer shall, upon the Closing Date, be responsible for the registration, with the Maltese Registry of Companies, of the duly completed statutory forms required for the registration of transfer of the Shares, the registration of the appointment of the new directors and company secretary following Closing Date, together with the resolutions approving the same together with all other notices, forms, documents and the like required for this purpose.

4.4 Each Party will use its best effort to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate the Transaction, including but not limited to executing and delivering such documents, certificates, agreements and other writings and to take such other actions as may be necessary in order to consummate the Transaction contemplated by this Agreement.

5 Restrictive covenants

5.1 The Sellers and each of Magnus Alebo, Georg Westin and Christian Linde undertake to not, for a period until 31 July 2025;

5.1.1 either alone or jointly, through or on behalf of any person, directly or indirectly, engage in or in any other way participate in, facilitate or promote any activity that competes with the Buyer and/or the Company, including for the avoidance of doubt, any type of online casino affiliation and making investments in competing businesses considered "passive" investments (save for publicly listed companies);

5.1.2 influence any supplier, customer, distributor, agent or any other person in a business relationship with the Buyer and/or the Company to cease, change, break or not renew any contract or relationship with the Buyer and/or the Company in a way which may be assumed to harm the Buyer and/or the Company; or

5.1.3 influence any employee in the Buyer and/or the Company or person working on behalf of the Buyer and/or the Company to cease employment or not renew a contract with the Buyer and/or the Company in a way which may be assumed to harm the Buyer and/or the Company.

5.2 The current involvments Georg Westin has with the Hero group and their operations shall not apply to Clause 5.1.

6 Warranties

6.1 The Sellers hereby gives the following warranties to the Buyer as per the date of this Agreement.

6.1.1 The Seller is a corporation duly organised and validly existing under the laws of Malta and has all corporate power and authority to make and perform its respective obligations under this Agreement.

6.1.2 The Sellers is in compliance with and not in default or violation of any applicable law or regulation, affecting the operation of the business, and the Seller has not received notice of any violation of any of such law or regulation.

6.1.3 The execution and delivery of, and the performance by the Seller of its obligations under this Agreement will not:

(i) result in a breach of any provision of the Seller's articles of association;

(ii) result in a breach of, or constitute a default under, any agreement to which the Seller is a party.

6.1.4 The Sellers is not subject to any petition for its winding-up, company reorganisation or bankruptcy, has not initiated negotiations with any creditors regarding composition or similar, and is not insolvent, in each case within the meaning of applicable law.

6.1.5 The Company has not issued or resolved to issue, and there are no outstanding subscriptions, options or similar rights relating to any shares of the Company.

6.1.6 No additional borrowings or other indebtedness are or will be incurred by the Company.

6.1.7 The corporate documents required by law to be maintained by the Company:

(i) are up-to-date;

(ii) are in all material respects maintained in accordance with applicable law; and

(iii) are in the possession (or under the control) of the Company.

6.1.8 All filings, publications, registrations and other formalities required to be delivered or made by the Company to the Maltese authorities have been duly delivered or made on a timely basis.

6.1.9 There are no existing agreements or arrangements between, on the one hand, the Company and, on the other hand, any of the employees or any of Magnus Alebo, Georg Westin and Christian Linde other than employment or consultancy agreements entered into in the ordinary course of business.

6.1.10 The accounts of the Company have been prepared in accordance with the accounting principles consistently applied with the accounts of the Group Companies for the financial years 2016, 2017, 2018, and 31 July 2019 and give a true and fair view of the financial condition, assets, liabilities, financial indebtedness and guarantee obligations and the results of operations and cash flow of the Company, as at the relevant date and for the relevant period, in accordance with the accounting principles.

6.1.11 All taxes and VAT that have become due for payment by the Company, or required to be withheld on behalf of a person, are paid or withheld (as applicable) and, for all such taxes assessed but not yet due by the Company, full reserves therefore have been made. The Company will not be liable for any additional tax pertaining to the period before the 1 July 2019, that will be the Sellers' responsibility.

6.1.12 No audit in respect of taxes is pending or threatened.

6.1.13 All the listed accounts in **Appendix 6.1.13** is owned and administrated by the Company and no accounts which are or have been used by the Company or the Sellers in relation to the Company's business have been excluded.

6.1.14 All domain names as set forth in **Appendix 6.1.14** are owned by the Company and are valid, in force and free of all encumbrances. The transfer and/or use of said domain names does not infringe or violates any intellectual property rights of any other person, and, as far as the Sellers are aware, no third person infringes or violates any intellectual property pertaining to the domain names as set forth in **Appendix 6.1.14.**

6.1.15 The Company is not involved in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry or arbitration in relation to its business, and, as far as the Sellers are aware, no claim, legal action, proceeding, suit, litigation, prosecution, mediation, investigation, enquiry or arbitration, pertaining to the Company's business, is pending or threatened.

6.1.16 The Sellers have not omitted or withheld from the Buyer any information of material importance, or which could reasonably be deemed to be of material importance to a *bona fide* buyer in evaluating the Transaction.

6.1.17 Any liabilities above EUR 10,000 which have not been notified by the Sellers to the Buyer between the period of 1 July and 30 August 2019 shall be borne by the Sellers.

6.2 The Buyer hereby gives the following warranties to the Sellers as per the date of this Agreement.

6.2.1 The Buyer is a corporation duly organised and validly existing under the laws of Malta and has all corporate power and authority to make and perform its respective obligations under this Agreement.

6.2.2 The execution and delivery of, and the performance by the Buyer of its obligations under this Agreement will not:

(i) result in a breach of any provision of the Buyer's articles of association;

(ii) result in a breach of, or constitute a default under, any agreement to which the Buyer is a party.

6.2.3 The Buyer is not subject to any petition for its winding-up, company reorganisation or bankruptcy, has not initiated negotiations with any creditors regarding composition or similar, and is not insolvent, in each case within the meaning of applicable law.

7 Indemnification

7.1 In case of breach of any of the provisions set forth in this Agreement, the defaulting Party shall, unless the breach is remedied within 20 business days following the written notice from the other Party which specifies such breach in detail, indemnify the other Party for any actual loss (excluding any indirect or consequential losses), reasonable costs or expenses which arise as a result of such breach.

7.2 Any claims for breach of any of the provision of this Agreement shall be asserted by written notice no later than 24 months from the date of this Agreement.

7.3 The Party's(ies') entire liability to the other Party(ies) for any breach of the any of the provisions set forth in this Agreement shall be limited to an amount equal to the Purchase Price, save in case of fraud or willful misconduct.

8 Costs

Each party shall bear their own costs incurred by them in connection with the preparation, negotiation and entry into of this Agreement.

9 Confidentiality and Announcements

9.1 Announcements

The Parties agree that an announcement of the Transaction, in the form of a press release, may be issued upon the Closing Date if decided by the Parent. Any other press releases, public announcements or public relations activities by the Parties with regard to this Agreement and the Transaction shall be approved by both Parties in advance of such release or announcement, if not required by law or stock exchange rules.

9.2 Non-Disclosure

9.2.1 Subject to Section 9.2.2, the Parties shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement.

9.2.2 Section 9.2.1 shall not prohibit disclosure or use by the Parties of any information if and to the extent:

(i) the disclosure or use is required by law, stock exchange regulations or similar market place or any other regulatory body;

(ii) the disclosure is made to professional advisers of any party or employees on a need to know basis on terms that such professional advisers or employees undertake to comply with the provisions of this Section 9.2 in respect of such information as if they were a party to this Agreement;

(iii) the information is or becomes publicly available (other than by breach of this Agreement); or

(iv) the other Party has given prior written approval to the disclosure or use.

10 Assignment

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties but shall not be assignable by any of the Parties without the other Party's prior written consent.

11 Governing Law and Dispute resolution

11.1 Governing law

The governing law of this Agreement shall be the substantive laws of Malta.

11.2 Dispute resolution

11.2.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the Malta Arbitration Centre, in accordance with its rules.

11.2.2 The language to be used in the arbitral proceedings shall be English.

11.2.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all Parties hereto. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights in connection with the dispute, or if the Party is obligated to disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

11.2.4 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date stated at the beginning of it.

CASTELIN LTD

DocuSigned by: Orestis Livadas
0C82A0B03D1B442

DocuSigned by: Costas Hadjimichalakis
20E590F04702401

Orestis Livadas / Costas Hadjimichalakis

RAKETECH GROUP LTD

DocuSigned by:
D3664CE1F4934EF

Michael Holmberg

MAXIFY INVESTMENT SWEDEN AB

DocuSigned by: Georg Westin
DA10A91E0045409

Georg Westin

PREVERITA LTD

DocuSigned by: Orestis Livadas
0C92A0B3BD1B442

DocuSigned by: Costas Hadjimichalakis
20E590F04702401

Orestis Livadas / Costas Hadjimichalakis

Appendix (C) – Involvments

Name	No. of shares	Part
CASTELIN LTD	400	1/3
MAXIFY INVESTMENT SWEDEN AB	400	1/3
PREVERITA LTD	400	1/3

Appendix 2.4 – EBIT definition

Sales* - Direct costs	*(total commission)* *(all expenses related directly to the sales)*
= **GROSS PROFIT**	
- Operating Expenses including all consultancy expenses. - Personnel related costs - Depreciation	*(all expenses related to running the operation)*
= EBIT**	*(Earnings Before Interest and Taxes)*

**EBIT is Earnings before interest and tax represent the profit before finance income/expenses and tax. The definition of EBIT shall be interpreted in line with International Financial Reporting Standards ("IFRS") including all revenues and costs related to the Company's operation.

Any uncollected receivables not reserved for shall be deducted from EBIT levels when calculating the earn out and when calculating the EBIT and thereto corresponding earn-out levels bad debt provisions shall be taken into consideration.

All capitalized costs shall be taken into consolidation and such costs shall be included when calculating the EBIT.

*When calculating the Sales all websites set out in Appendix 6.1.14 (or any additional igaming affiliate websites added after signing this Agreement) shall be taken into consideration and counted towards Sales.

Appendix 2.5 – Earn-out 2

In EUR	**Annual performace level EUR in EBIT**	**Annual Earn out**
Annual EBIT level for the financial year	0-1,200,000	0
Annual EBIT level for the financial year	1,200,001 - 1,400,000	150,000
Annual EBIT level for the financial year	1,400,001 - 1,500,000	400,000
Annual EBIT level for the financial year	1,500,001 - 1,600,000	650,000
Annual EBIT level for the financial year	1,600,001 ->	800,000

Appendix 0 – Net Profit definition

Sales	*(total commission)*
- Direct costs	*(all expenses related directly to the sales)*
= GROSS PROFIT	
- Operating Expenses including all consultancy expenses.	
- Personnel related costs	*(all expenses related to running the operation)*
- Depreciation and Amortization	
= EBIT	
- **Financial net**	
= EBT	*(Earnings Before Interest and Taxes)*
- **Taxes**	
= NET PROFIT*	

*Net Profit is defined in line with IFRS. Any uncollected receivables not reserved for shall be deducted from Net Profit when calculating the earn out levels.

Any tax refunds received or, in relation to the financial year 2023 and 1 January – 31 July 2024 expected to be received, by the Buyer (or any other entitiy lawfully entitiled to the tax refund) shall be deducted from next years tax costs when calculating the Net Profit.

Appendix 2.6.1 – Earn out 3

Illustrative example:

Example	Net Profit* for the period	50% of Net Profit included in the Earn out calculation	Net cash flow for the period	Earn-out Payment
A	500,000	0.5x	550,000	250,000
B	600,000	0.5x	550,000	225,000
C	1,000,000	0.5x	1,000,000	500,000
D	1,200,000	0.5x	1,000,000	500,000

Net Profit in line with Appendix 2.6.

Appendix 2.7 – Earn-out 4

Earn-out Period 2	Annual EBIT*	50%	Multiple**	Earn-out Payment
	X	Y	Z	
1 Aug 2022 - 31 Jul 2024	EUR 0 - 1,200,000	/2	3 x	(X/Y)*Z
	EUR 1,200,000 - 1,700,000	/2	3,5 x	
	EUR 1,700,000 - 2,000,000	/2	4 x	
	EUR 2,000,000 - 2,900,000	/2	4,5 x	
	EUR 2,900,000 and beyond	/2	5 x	

*Annual EBIT = yearly average EBIT between the period 1 Aug 2022 - 31 July 2024 for the Company

**Multiple factor based on 50% yearly average EBIT for the last 24 months and hence the Earn-out Payment is calculated as in the example above.

The Parties have agreed that Castelin Ltd shall not receive any part of the Earn-out Payment pertaining to Earn-out 4 in shares in Raketech Group Holding PLC.

Earn-out 4 examples

Example	Annual EBIT	50%	Multiple	Earn-out Payment
A	750,000	375,000	3 x	1,125,000
B	1,350,000	675,000	3,5 x	2,362,500
C	1,980,000	990,000	4 x	3,960,000
D	2,675,000	1,337,500	4,5 x	6,018,750
E	5,200,000	2,600,000	5 x	13,000,000

Earn-out 4 Payment distribution (C=Cash, S=Shares, all in EUR amounts), rounded of to closest EUR

Example	Earn-out Payment	Paid in shares 25% (optional)	Castelin Ltd		Maxify Investment Sweden AB		Preverita Ltd	
			C	S	C	S	C	S
A	1,125,000	281,250	375,000	0	234,375	140,625	234,375	140,625
B	2,362,500	590,625	787,500	0	492,187	295,313	492,187	295,313
C	3,960,000	990,000	1,320,000	0	825,000	495,000	825,000	495,000
D	6,018,750	1,504,687.5	2,006,250	0	1,253,906	752,344	1,253,906	752,344
E	13,000,000	3,250,000	4,333,334	0	2,708,333	1,625,000	2,708,333	1,625,000

Appendix 6.1.13 – Affiliate accounts

Affiliate accounts:

Affilaite Program	User	Password
Plain Partners	casumbamedia	Casumba2019!
Hero Affiliates	christiancasumbamedia	Casumba2019!
Posh Friends	casumba	Casumba2019!
Income 88	casumbamedia	Casumbamedia2019!
Wild Affiliates	casumbamedia	Casumbamedia2019!
Buffalo Partners	christiancasumbamedia	Flaxen66!!
EGO (Egaming Online)	casumbamedia	aSY8EnUbe
Cherry Affiliates	casumba	Casumbamedia2019!
BitCasino Affiliates	contact@casumbamedia.com	Casumbamedia2019!
Live Partners	christiancasumbamedia	Casumba2019!
Glitnor Affiliates	casumbamedia	Casumba2019!
ComeOn Connect	casumba	Casumbamedia2019!
RP Affiliates	casumbamedia	Casumba2020!!

casinosecretaffiliates.com, user: casumbamedia, pw: Casumba2019!

Appendix 6.1.14 – Domains

Casuma Media Domains
Domain List
10betcasino.jp
adonivideo.com
affiliateadserver.com
aichi-fair2015.jp
allsale.jp
baccaratjapan.com
bestcasino.jp
bestcasinos.jp
bet365casino.jp
bet365slots.jp
betgot.com
bethardcasino.jp
betnihon.com
betnippon.com
betser.com.br
betser.dk
betserbet.se
betserodds.se
betssoncasino.jp
bitsummit.jp
bizcafe.jp
blackadderjapan.jp
bonuscasino.jp
bonusguide.be
bonusguide.it
bonusguide.jp
bonusreview.jp
bonusslots.jp
bonusspin.jp
bonusspins.jp
buchionline.jp

casiguru.com
casimaru.com
casinihon.com
casinippon.com
casino-x.jp
casino10.jp
casino100.jp
casinoaffiliate.jp
casinoaffiliatejapan.com
casinoaffiliatereview.com
casinoaward.jp
casinobet.jp
casinobetser.se
casinobonus.jp
casinobonus.tw
casinocheats.jp
casinodeka.com
casinodresscode.com
casinoforbeginners.com
casinoforum.jp
casinogamesonline.jp
casinoguide.cn
casinoguide.tw
casinojackpotcity.jp
casinomaru.com
casinonihon.jp
casinonippon.jp
casinoplayer.jp
casinoreviews.cn
casinoreviews.it
casinoreviews.se
casinoreviews.tw
casinoroom.jp
casinoscans.com
casinoslots.jp

casinoslotsjapan.com
casinoslotsjapan.jp
casinospelmaskin.com
casinostory.com
casinotop.jp
casinotop5.co.uk
casinotop5.jp
casinotopreviews.com
casinoz.jp
casitabicasino.com
casitabicasino.jp
casitabislots.jp
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日本カジノ.com
日本カジノ.jp

Appendix A – Adherence confirmation

Each of the undersigned, Magnus Alebo (personal id. no. 72423A and Swedish social security number 731106-3999), Georg Westin (Swedish social security number 781206-4058) and Christian Linde (Swedish social security number 740803-3996) hereby adheres to this Agreement as regards the provisions set forth in Sections 5-11 and undertakes to comply with said provision (and shall, as applicable, be treated as a "Party").

Should the Sellers receive a Earn-out Payment partly containing a tax refund not received by the Buyer (or any other entitiy lawfully entitiled to the tax refund) pertaining to the financial year 2023 and 1 January – 31 July 2024 as set out in Clause 2.6, and the Buyer (or any other entitiy lawfully entitled to the tax refund) does not receive such tax refund for whatever reason, each of the undersigned shall be individually liable for the repayment of the total part of the Earn-out Payment relating to the tax refund.

Any dispute, controversy or claim arising out of, or in connection with, this guarantee, or the breach, termination or invalidity of the guarantee, shall be settled by arbitration in accordance with Section 11.2 the Agreement.

30 August 2019

DocuSigned by:
829D6A5FDD854CF...

Magnus Alebo

DocuSigned by:
Georg Westin
DA1DA01E0048409...

Georg Westin

DocuSigned by:
9452A1FFC3074C8...

Christian Linde