

LICENSE AGREEMENT

Last updated: Jan. 16, 2024

1. GENERAL PROVISIONS

1.1. This License Agreement (the “Agreement”) represents the Licensee’s proposal to the Licensor to execute a legally binding license agreement on the terms and conditions set forth herein.

1.2. This Agreement shall be deemed accepted by the Licensor and entered into force from the moment the Licensor accepts this Agreement in the VK Play Developer Dashboard, including by clicking on the button “I accept” or through similar method.

1.3. The Licensor agrees to provide the Licensee with the non-exclusive license for the use of each Game as uploaded to or provided in the VK Play Developer Dashboard, subject to the terms provided below and the approval of the Game by the Licensee, from the moment the Game is uploaded in the VK Play Developer Dashboard by the Licensor. However, the Licensee may decline the Game by giving notice to the Licensor in the VK Play Developer Dashboard.

2. DEFINITIONS

2.1. The “VK Play Developer Dashboard” shall mean a complex of technical and software tools accessible on the Platform, providing the Licensor with the possibility to execute the Agreement and cooperate with the Licensee within the Agreement by providing the Game, the Game Materials, and all other necessary data related to the execution of this Agreement and by performing the Parties’ obligations.

2.2. The “Advertising Materials” shall mean the intellectual deliverables using the Game Materials and used as data carriers for advertising purposes, for instance: graphic banners, text and graphic boxes, videos, audio recordings, and other data carriers usually used for advertising purposes. The Advertising Materials shall be provided to the Licensee by the Licensor upon their prior request or shall be produced by the Licensee on their own behalf using the Game Materials.

2.3. The “Affiliate” shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of a Party. The terms “controls”, “is controlled”, or “under common control” shall be understood as control of more than half of the voting rights or the issued capital of an entity.

2.4. The “Agreement” shall mean a legally binding agreement between the Licensor and the Licensee specifying the terms and conditions of the license to use the Game, granted to the Licensee, executed in accordance with Section 1 hereto.

2.5. The “API” shall mean a set of procedures, functions, and structures of the platforms on which the Game is going to be distributed that shall be incorporated into the Game for the purposes of Game compatibility with the Platform and integration of the Authorisation System and Payment Acceptance System to the Game, as well as integration of the VK Play Market and other Services, if applicable.

2.6. The “Authorisation Account” shall mean an account belonging to the Licensee or its partners and created by the User within the Authorisation System containing the registration details of the User, including, but not limited to, the electronic mail address.

2.7. The “Authorisation System” shall mean a set of the Licensee’s or its partners’ technical and software tools providing the Users with access to the Game Servers and the Game Account using the Authorisation Account.

2.8. The “Business day” shall mean any day other than Saturday, Sunday, or holidays in the United Arab Emirates.

2.9. The “Fraudulent Payments” shall mean any Payments effected in violation of the laws of United Arab Emirates and/or other applicable laws, as well as cancelled, erroneous, and/or recalled Payments. However, the amount of Fraudulent Payments deducted from Income shall not be more than three percent (3%) of the amount of the Income for the corresponding Reporting Period.

2.10. The “Game Account” shall mean an account created for the Users within the Game Server that’s necessary for the use of the Game by the User, and that contains the data, including the in-game progress of the User, that’s necessary for the use of the Game.

2.11. The “VK PLAY GameCenter” shall mean a software program of the Licensee or its partners for the Windows platform, used for the provision of public access to the Game and that provides the Users with the possibility to use the Game.

2.12. The “VK PLAY Cloud” shall mean an online platform, available at the Platform and in VK PLAY GameCenter, which allows Users to use the Game by playing the Game on computing power of third-party and then transmitting audio-visual images of the Game to a User’s device using cloud streaming technology.

2.13. The “Game Materials” shall mean, without exception, all artistic elements of the Games provided by the Licensor, including, without limitation, all images, 3D models, 3D files, textures, levels (image maps/arena/ring), animated files, maps, sketches, images, designs, graphics files, texts, video and audio files that are part of the Game or that use its key elements, including, without limitation, sounds, recorded voices, sound effects, and music.

2.14. The “Game Servers” shall mean a set of technical and software tools owned by the Licensor that are necessary to maintain the Game in working order and for the User to use the Game. The Game Servers are owned or controlled by the Licensor.

2.15. The “Game” shall mean a software program (including all its updates and upgrades) that the Licensor specifies in VK Play Developer Dashboard, as well as any updates, fixes and improvements provided by the Licensor to any end user of the Game or any third parties, including additional functionality (in-game items) of such software program. In order to execute and perform this Agreement, Licensor shall either be the copyright holder of the Game or shall have been granted all required authorizations and rights in respect of the Game.

2.16. The “Game Updates” shall mean any updates, corrections, and enhancements provided by the Licensor for the use of the Game by any end user and shall include any such updates, corrections, and enhancements made available to third parties or end users.

2.17. The “Individual Developer” shall mean a natural person who owns all the rights to the Game, needed to execute this Agreement.

2.18. The “Income” shall mean, if not specified, Regular Income.

2.19. The “Advertising Revenue” shall mean the total amount of monetary funds received by the Licensee during the Reporting Period from third-party advertising monetization systems for the advertisements shown in the Game and for the Users’ verified interactions with the third-party advertisements on the Game’s page. For the interaction to be verified a User shall click on an advertisement and view the content of the page linked to that advertisement until the end. The Licensee will determine at its own discretion, which interactions shall not be verified, including, inter alia: (i) any interactions performed by automated means of impressions’ generation, including, but not limited to scripts, bots, paid traffic and interactions using or encouraging or facilitating others to use optimization services and/or software to fraudulently inflate impressions, clicks or other user actions or information regarding user actions; (ii) interactions performed as a result of actions based on fraudulent or deceptive practices, including the or use of deceptive implementation methods, robots or other automated tools to generate unintended user actions or encourage or facilitate any illegitimate user actions.

2.20. The “Regular Income” shall mean the total amount of Advertising Revenue and the Users’ Payments actually received with respect to the Game, within the scope of the Agreement for the Reporting Period, less the amount of applicable Taxes as defined in Section 8.4 of this agreement, Fraudulent Payments.

2.21. The “License Term” shall mean a period specified in clause 10.1 hereof within which the Licensee may use the Game within the Territory in the ways stated herein.

2.22. The “Licensee” shall mean Nivel General Trading LLC, a company registered in the United Arab Emirates with the registration number 1863794, the registered office of

which is at OFFICE 1301-02 GREEN TOWER, BANIYAS ROAD, P.O. BOX 111881, DUBAI, U.A.E.

2.23. The “Licensor” shall mean a legal entity, an individual entrepreneur, a natural person (Individual Developer) or other business entity wishing to propose the Licensee to accept the terms of this Agreement and who completed the information in the Licensor’s VK Play Developer Dashboard on the Platform.

2.24. The “Services” shall mean additional services and software that are provided by Licensee to the Licensor in the VK Play Developer Dashboard, including those provided for additional charge.

2.25. The “VK PLAY Market” shall mean a set of technical and software tools accessible at the Platform and designed to provide the Users with an opportunity to obtain additional paid functionality of the Game on the Platform.

2.26. The “Parties” shall mean collectively the Licensor and the Licensee.

2.27. The “Party” shall mean the Licensor or the Licensee.

2.28. The “Payment Acceptance System” shall mean a set of technical and software tools of the Payment Systems providing the Licensee or its partners with an opportunity to record the accepted Payments made by the User with the help of the Payment Systems.

2.29. The “Payment System” shall mean the legal entities—the credit institutions and/or mobile telephone operators, as well as other entities taking part in the acceptance and transfer of Payments under the contracts concluded with the Licensee or its partners.

2.30. The “Payment” shall mean the monetary funds paid by the User for the use of the Game, including, but not limited to, to obtain in-Game items and in-Game currency.

2.31. The “Platform” shall mean a complex of technical and software tools of the Licensee or its partners, accessible at <https://vkplay.ru>, <https://vkplay.com>, their subdomains and other websites of Licensee or its Affiliates and/or partners, that are used to provide public access to the Game and provide the Users with the possibility to use the Game.

2.32. The “Reporting Period” shall mean a calendar month.

2.33. The “Territory” shall mean the territory of states where the use of the Game is permitted in accordance with this Agreement. The Territory is specified in VK Play Developer Dashboard.

2.34. The “User” shall mean any individual using the Game except that the term “User”, used in the context of the calculation of the license fee, does not include the Users

determined by the Licensee as Acquired Users. In any other context the term “User” shall apply to Users and also to Acquired Users.

2.35. The “Acquired User” is defined in Section 5 hereto.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. License. The Licensors hereby grants to the Licensee a non-exclusive license for the use of the Game, valid within the Territory and the Term, on the conditions of License Fee payment. Such Game may be used as follows:

3.1.1. Distribution of the Game. For the purposes hereof, the term “distribution” (and its derivatives) applied in respect to the Game shall mean the offer and provision of the license to use the Game through the Platform to the Users located within the Territory, as well as the right to accept the Payments, including through intermediary. Such license shall include the limited right of the Users to use the Game for personal purposes by participation in the gameplay. If the Licensors has integrated the VK PLAY Market API into the Game, this clause is supplemented by the right to organize the display and distribution of individual elements of the Game on the Market and the Lootdog;

3.1.2. Provision of the public access to the Game by publishing the Game on the Internet on the Platform. If the Licensors has integrated the VK PLAY Market API into the Game, this clause is supplemented by the right to place certain Game Materials on the VK PLAY Market;

3.1.3. Use of the Game logotype, Game Materials, and of the Advertising Materials (including those created by the Licensee on their own) in the ways needed for the use, distribution, advertising, reproduction of the Game, and provision of public access to the Game, as well as in other ways necessary to exercise the rights and fulfilment of the obligations hereunder. The logotype image is provided by the Licensors using the functionality of the Platform;

3.1.4. Reproduction of the Game, including within the Game Servers and on VK PLAY Cloud;

3.1.5. VK PLAY Cloud. In case if a User has a license to use the Game, the Licensee may play, reproduce, copy, install, launch, broadcast and cable, provide public access to the Game, distribute the Game in order to provide the Game through VK PLAY Cloud to such a User, as well as in any other way that may be reasonably to provide the Game through VK PLAY Cloud to such a User;

3.1.6. Advertising and promotion of the Game. The Licensee may advertise and promote the Game in any way within the scope of the license granted hereunder, including, but not limited by placing the Game Materials on the Platform;

3.1.7. Integration of the Game with the VK PLAY Market and distribution of additional paid functionality of the Game on the VK PLAY Market.

3.1.8. Integration of the Game with the Platform and provision of the Users of the Game within such Platform.

3.2. The Licensor provides the Licensee with a right to sub-license and (or) distribute the Game to the Users on the Territory so that they can exercise the right to use the Game in general, as well as, if applicable, its additional paid functionality, in particular.

3.3. The Parties undertake to cooperate in order to connect the API (including, but not limited to, the VK PLAY Market API and Services API), the Authorisation System, and the Payments Acceptance System to the Game and to perform the necessary actions to ensure the integration of the Game with the VK PLAY GameCenter along with all other actions necessary to perform the Parties' obligations under this Agreement.

3.4. License on the assets. The Parties confirm that the license provided by this Agreement in regard to the Game described herein includes the rights to object code, art assets (without exception all artistic elements of the Game/Game Materials, including, without limitation, all images, 3D models, 3D files, textures, levels (image maps/arena/ring), animated files, maps, sketches, images, designs, graphics files, and tools specially created for action with the art assets and raw video and audio files intended for in-game video, as well as all relevant documentation. Art-assets also include, without limitation, sounds, recorded voices, sound effects, music, and the instruments used to arrange, create, and process all audio files provided as raw source files and finished assets, various engines of the game (sound, game and graphic), as well as any updates and enhancements to the Game that may appear in the future. The Licensee may play, reproduce, copy, distribute, display in public, broadcast, provide public access, communicate to the public, including on the Internet, translate and otherwise process the Advertising Materials, as well as make clippings from audiovisual displays of the Game, display, distribute and otherwise use the names, trademarks and logos of the Licensor in order to ensure the operation of VK PLAY Cloud and to advertise and promote the Game and VK PLAY Cloud.

3.5. According hereto, the Game, all its elements and components, as well as all the intellectual property items included therein, and Game Materials, shall not be transferred and shall remain the property of the Licensor. The Licensor shall keep all exclusive rights, copyright, and other intellectual property rights to the Game and its elements. For avoidance of doubt, the Licensee shall be granted the right to use the Game and Game Materials pursuant to the terms stated herein.

3.6. The Licensee shall keep all exclusive rights, copyrights, and other intellectual rights to the Advertising Materials created on their own behalf in accordance with this Agreement. However, the Licensee forfeits the right to use those Advertising Materials that contain Game Materials after the termination of the Agreement.

3.7. The Parties confirm that the rights and obligations obtained by the Licensee hereunder may be assigned, transferred, and/or sub-licensed to the third parties, including Licensee's Affiliates, and may be transferred on the basis of universal legal succession provided that the Licensor is notified thereof within 30 (thirty) calendar days from the moment of such assignment and/or sub-licensing.

3.7.1. Notwithstanding anything contrary thereto, the Licensee may also transfer or assign any of its payment obligations to any third party without any notification of the Licensor thereof, and the Licensor consents that no notification nor approval of the Licensor is needed for such transfer or assignment.

3.7.2. The Licensor may not assign and/or transfer any of its rights and obligations under this Agreement to any its affiliates and/or third parties without prior written approval of the Licensee. Notwithstanding anything to the contrary provided above, the Licensee may (i) sublicense its rights obtained herein to third parties and Licensee's affiliates without prior or following notice to the Licensor, in case if such sublicense is necessary to provide the Game via VK PLAY Cloud to Users owning a license to use the Game, (ii) sublicense its rights obtain herein to third parties and/or subcontract any of its obligations hereunder to third parties without further consent of the Licensor to the extent it is necessary to publish the Game at the Platform.

3.8. If the title of the Game, its logo, any component of the Game Materials, or other intellectual property related to the Game and provided by the Licensor has been registered in the manner prescribed by law as a trademark and/or service mark, the use by the Licensee of such results of intellectual activity for the purpose of the execution of this Agreement is considered to be the use of such title, logo, and/or relevant component of the Game Materials under the control of the Licensor expressly permitted by the Licensor.

3.9. Taking into consideration the extraterritorial nature of the Internet, the Parties agreed that, for the purposes of this Agreement, the User's access to the Game from the territory of other states, rather than states that fall under the definition of Territory, will not be deemed a breach of this Agreement. Herewith, the Licensee shall not commit actions to attract such Users to the Game. The payment from such Users shall be included in the Regular Income.

3.10. Prohibited Games. Licensor may not seek to provide Licensee any Games or any materials related thereto that are in breach of any policies of Licensee or its partners that:

3.10.1. in any manner block, disable or damage any device, software, network or personal data of any User or allow for unauthorized access to any device, software, network or personal data of any User, Licensee, Licensee's partners or any other third party, including, inter alia, any Game that transmits viruses, worms, malware or spyware;

3.10.2. contain any illegal content, child pornography, obscenities, extremist materials, any materials inciting hatred or violence, offensive, discriminatory or any other materials the distribution of which is prohibited or restricted in accordance with applicable law;

3.10.3. illegally process private and confidential information of individuals;

3.10.4. violate, or contain links to a website that violates, any intellectual property rights, including copyright, trademarks, patents, know-how or any other third-party intellectual property rights;

3.10.5. promote online gambling, including, inter alia, online casinos, sports betting and lottery services;

3.10.6. mimic the functionality or warnings of a User's operating system or other applications;

3.10.7. facilitate, promote, support or otherwise allow for the making or processing of payments by a User within the Game through the use of any tool or method other than those provided by Licensee.

3.11. Licensor shall solely be liable for any classification, categorization or characterization of the Licensor's Game (including, without limitation, for sensitive content or for any Games not recommended for Users of certain ages) in accordance with applicable law. In any event, Licensee shall not be liable for Licensor's Game classification, categorization or feature; provided, however, that, notwithstanding the foregoing, Licensee may at its own discretion reclassify or recategorize the Game or assign any other characterization factor thereto.

4. CONFIDENTIAL INFORMATION

4.1. The Parties agree to treat the following data as confidential information (as trade secret to the extent permitted by the applicable laws): the information transferred by one of the Parties (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") with indication of its confidential status, and information that is expressly provided with confidential status by this Agreement. The Receiving Party shall use the confidential information of the Disclosing Party only for the purpose of fulfilment of its obligations hereunder.

4.2. Confidential information shall, in particular, include: the text hereof, including all appendixes, addendums, certificates, and other documents, which may be enclosed hereto, the data of the statistics system, the content of business correspondence and negotiations between the Parties, and any specific figures related to activity of any of the Parties.

4.3. The Receiving Party shall not disclose the confidential information of the Disclosing Party (i.e. not make the information available to any third parties, except in

cases when such persons own the respective authorities granted by the law). This obligation shall be fulfilled by the Receiving Party within the effective term hereof and within 10 (ten) years upon expiration of the effective term or early cancellation hereof.

4.4. The Parties understand and agree that any Confidential Information that may, from time to time, be made available or become known to either Party, is to be treated as confidential, is to be used solely in connection with the performance under this Agreement, and is to be disclosed only to employees, officers, directors, partners, agents, attorneys, accountants, and financial advisors (collectively, its "Representatives") who (a) need to know such Confidential Information for this Purpose, (b) know of the existence and terms of this Agreement, and (c) are bound by confidentiality agreements or obligations no less protective of the Confidential Information than the terms contained herein. The recipient shall safeguard the Confidential Information from unauthorised use, access, or disclosure using at least the degree of care he/she uses to protect his/her own Confidential Information and no less than a commercially reasonable degree of care. Each Party will be responsible for any breach of this Agreement caused by its Representatives.

4.5. The information shall not be considered confidential if it meets one of the following criteria:

4.5.1. it is or becomes publicly available due to incorrect action or negligence, or due to a wilful act of the Disclosing Party;

4.5.2. it is received on lawful grounds from a third party;

4.5.3. there is a written permission of the Disclosing Party for the use of such information;

4.5.4. it has been disclosed according to stock exchange rules;

4.5.5. it has been disclosed according to the order of the authorised state body pursuant to the requirement of the applicable law.

4.6. The Receiving Party shall bear full liability in respect of the preservation of confidentiality of the confidential information to the Disclosing Party for actions of all its Representatives, former and future employees who have or have had actual access to confidential information of the Disclosing Party.

4.7. Notwithstanding anything herein to the contrary, it shall not be a breach of this provision for either Party to disclose information in accordance with any judicial, administrative, or regulatory order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public; provided, however, that prompt notice be given to the non-disclosing Party of the possibility of such disclosure, and that the potentially disclosing Party shall use his/her best efforts to resist disclosure, including, without limitation, and if commercially reasonable to do so, cooperating with the non-disclosing Party in seeking protective orders or other similar relief if available in the applicable forum.

5. USER ACQUISITION SECTION

5.1. The Licensee provides the Licensors with a possibility to use the Licensee's or its partners' tracking system ("Tracking System") to perform Licensors' own marketing activities related to the Game. As the Tracking System is designed in a way to provide the Licensors with an overall picture of the marketing activities, there is no transfer of personal data between the Licensors and the Licensee. The Licensors may receive an aggregated marketing report for its marketing activities, as a result of the Tracking System's use.

5.2. To use the Tracking System, the Licensors shall create in the VK Play Developer Dashboard a special link that the Licensors desire to use in its advertising campaigns ("Marked Link"). The number of such links is limited only by the available functionality of the Platform.

5.3. Any User from the Territory that performs a registration in the Game, while redirected in the Game by a Marked Link, is considered an Acquired User ("Acquired User").

5.4. Except as set forth expressly herein or as permitted by the Licensee, the Licensors shall not, and will not permit any third party, to (a) reverse engineer or attempt to find the underlying code of, the Tracking System; (b) manipulate the Tracking System in any way; (c) modify the Marked Link in any way without the Licensee's prior written consent, (d) sublicense, sell, or distribute the Tracking System or bypass any security measure of the Licensee with respect to the Tracking System, or (e) use the Tracking System except for the Licensors' own internal purposes.

5.5. To the extent any of the restrictions set forth above are not enforceable under applicable law, the Licensors shall inform the Licensee in writing prior to engaging in any of the applicable activities.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Licensee shall:

6.1.1. Pay License Fee to the Licensors for the license to use the Game granted hereunder;

6.1.2. Assist the Licensors in the integration of the API, Authorisation System, and Payments Acceptance System into the Game;

6.1.3. Assist the Licensors in integration of the VK PLAY Market's API in the Game;

6.1.4. Provide technical support to the Users only related to billing issues, initial download issues, and Authorisation System issues;

6.1.5. Provide the Licensor with consistent remote access through the Internet to the Payment System and Payment Acceptance System with the purpose of informing and revising the information about the Payments related to the Game and calculation of the license fee within one (1) business day from the moment of acceptance of this Agreement by the Licensor;

6.2. The Licensee is entitled to:

6.2.1. Receive the license to use the Game within the procedure and conditions provided herein;

6.2.2. Request provision of Game Materials and Advertising Materials on the terms specified herein;

6.2.3. Request from the Licensor any information needed by the Licensee within the scope of the fulfilment of their obligations hereunder;

6.2.4. Restrict Users' access to the Game in the event that the Licensor breaches clause 6.3.4 of this Agreement.

6.3. The Licensor shall:

6.3.1. Provide the Licensee with the license to use the Game within the procedure and terms provided herein;

6.3.2. In due time and in advance, inform the Licensee on all the planned and routine technical work carried out in respect of the Game and/or the Game Servers;

6.3.3. In due time and in advance, inform the Licensee on all the Game Updates;

6.3.4. Upload to the Platform and integrate any and all final forms of the Game Updates at the same time when such Game Updates are provided to any other third party on the Territory. This clause does not include versions of Game Updates intended for temporary testing of various changes made to the Game, on individual platforms or territories by the Licensor;

6.3.5. Provide technical support to the Users in the part that is not specified in clause 6.1.4 hereof. All requests of the Users in part not specified in clause 6.1.4 hereof are subject to be transferred to the Licensor via e-mail in depersonalised form. The Licensor shall make commercially reasonable efforts to promptly handle such requests and answer each of the requests within seven (7) calendar days from the receipt of such requests. Licensor shall be liable for any support and maintenance services related to the Game. Licensor shall solely be liable for the Game provided, its quality and characteristics, the accuracy and completeness of the information that Licensor provides to Users, for any express or implied product warranty, support, maintenance and other Game-related obligations, for communication with Users and for handling any User claims and requests in respect of the Game;

6.3.6. Integrate the API, Authorisation System, and Payments Acceptance System into the Game;

6.3.7. Integrate the Market API in the Game if the Licenser wishes to use the Market section of the Platform;

6.3.8. Ensure reliable and uninterrupted operation of the Game Servers and the Game Accounts;

6.3.9. Produce all the Advertising Materials required and provide them to the Licensee on their own upon prior request of the Licensee. In the case the Licenser cannot provide the Licensee with the requested Advertising Materials, he/she shall promptly notify the Licensee and provide the latter with the Game Materials necessary to create such Advertising Materials;

6.3.10. Visit the Platform on a regular basis in order to receive information from the Licensee, the transmission of which is provided through the Platform. On a regular basis, check the e-mail account provided during registration on the Platform for the receipt of information from the Licensee;

6.3.11. Timely provide any documents stipulated by this Agreement and provide such documents to the Licensee in the manner provided by this Agreement, including to prove that the Licenser has all the rights needed to execute this Agreement.

6.3.12. At any time, comply with the terms and conditions regulating the use of the Licenser's VK Play Developer Dashboard on the Platform;

6.3.13. Provide (i) a privacy policy, which shall cover all terms normally included in a privacy policy, as well as any actual and potential use by the Licenser of Users' data; and (ii) the terms of use associated with Users' use of each of the Games, including the end user license agreement and any other agreement with Users, for all Users who download or use the Game. The above-mentioned documents must include (i) Licenser's name, address, and contact information (including email address and telephone number) to which Users may direct all questions, complaints, or claims related to the Game, and (ii) any copyright notices. rights and attribution of open source software;

(i) The Licenser is also obliged to independently collect Users' consents to such documents in accordance with applicable law;

(ii) In the event that the Licenser has not provided the Licensee with an end user license agreement, the Licenser instructs the Licensee to provide Users on behalf of the Licenser with a standard version of the End User License Agreement, which may be updated by the Licensee unilaterally with the entry into force of the changes from the date of their publication at the link specified above.

6.4. The Licenser is entitled to:

6.4.1. Receive the License Fee for provision of the license to use the Game in accordance with this Agreement and the appendixes hereto;

6.4.2. At any moment, ask for information on the current activities and measures carried out to promote and advertise the Game, but not more than once per calendar month.

6.5. The Parties shall process the Users' data strictly in accordance with applicable laws, including, but not limited to, Regulation (EU) 2016/679 "On the protection of natural persons with regard to the processing of personal data", as of April 27, 2016, and in accordance with the additional agreements concluded between the Parties to this Agreement, if applicable.

7. REPRESENTATIONS AND WARRANTIES. LIABILITY OF THE PARTIES. INDEMNIFICATION

7.1. Each of the Parties hereby represents and warrants to the other Party as follows:

7.1.1. Such Party has all requisite power and authority to execute this Agreement and carry out all the actions required of it herein, and is a corporation duly incorporated, validly existing, and in good standing under the laws of state of incorporation, or a natural person or other entity in accordance with such entity's place of residence, and is fully authorised to carry on its business as it is now being conducted and to enter into the transactions herein set forth. This Agreement is a legal, valid, and binding agreement of such Party enforceable against the other Party in accordance with its terms, subject to bankruptcy, insolvency, reorganisation, and similar laws of general applicability related to, or affecting, the creditor's rights generally and the general principals of equity;

7.1.2. The execution, delivery, performance of, and compliance with this Agreement, or any agreement or instrument contemplated hereby, by such Party will not result in any violation of its organisational documents, or be in conflict with, or constitute a default in any respect under the terms of any agreement, instrument, judgment, decree, or, to the knowledge of such Party, any order, statute, rule, or governmental regulation applicable to such Party, or result in the creation of any lien, charge, or encumbrance of any kind or nature against the assets of such Party;

7.1.3. Such Party is not insolvent. "Insolvency" shall mean when a Party becomes insolvent or bankrupt (including being unable to pay their debts as they fall due and/or that the value of their assets is less than the amount of their liabilities taking into account their contingent and prospective liabilities), proposes an individual, company, or partnership voluntary arrangement, has a receiver, administrator, or manager appointed over the whole or any part of their business or assets; if any petition will be presented in good faith, order will be made, or resolution passed for winding up (except for the purpose of amalgamation or reconstruction), bankruptcy, or dissolution (including the appointment of provisional liquidators/interim receivers or special

managers); if it will otherwise propose or enter into any composition or arrangement with its creditors, or any class of them, or if it ceases or threatens to cease to carry on business.

7.2. The Licensor hereby represents and warrants to the Licensee as follows:

7.2.1. In the event that the Licensor indicated in the VK Play Developer Dashboard that the Licensor is an individual entrepreneur, the Licensor hereby represents and warrants to the Licensee that he has the status of an individual entrepreneur, registered and conducting business in accordance with the laws of the state of registration of the Licensor and has all the powers to conduct his business, as well as for the conclusion of contracts provided by this Agreement.

7.2.2. In case the Licensor has indicated in the Licensor's VK Play Developer Dashboard that the Licensor is an Individual Developer, the Licensor hereby represents and warrants to the Licensee that the Licensor has either created the Game and the Game Materials independently, or all the rights needed to enter into this Agreement were transferred and/or granted to the Licensor, if the Game or the Game Materials were created by third parties;

7.2.3. There are no actions, proceedings, or claims, pending or threatened, with respect to any rights in or to the Game, which may affect the legality, validity, or enforceability of this Agreement or the Licensee's exploitation of the Game as contemplated herein;

7.2.4. It owns all the rights to the Game and the Game Materials, as well as all rights and authorisations required for the provision to the Licensee of the license to use the Game stated herein.

7.3. Both Parties assume no responsibility for the damages resulting from the other Party's negligence or recklessness.

7.4. Limitation of liability. UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER CLAIM OR CAUSE OF ACTION, WILL LICENSEE BE LIABLE TO THE LICENSOR FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED AS A RESULT OF OR RELATED IN ANY WAY TO THE DEVELOPMENT, LICENSE, DISTRIBUTION, OR OPERATION OF THE GAME, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.5. Tracking system Disclaimer. THE LICENSEE OR ITS PARTNERS PROVIDES OR MAKES AVAILABLE THE TRACKING SYSTEM TO THE LICENSEE ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LICENSEE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PERFORMANCE OF THE TRACKING SYSTEM AND PERFORMANCE OF THE MARKED LINKS INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF

PERFORMANCE, AND ANY WARRANTY OF CONTINUOUS, UNINTERRUPTED, BUG-FREE, SECURE, VIRUS-FREE OR ERROR-FREE OPERATION, ACCESSIBILITY OR USE. WITHOUT LIMITING THE FOREGOING, THE LICENSEE DOES NOT ENSURE CONTINUOUS, ERROR-FREE, BUG FREE, SECURE OR VIRUS-FREE USE, ACCESS, AVAILABILITY OR OPERATION OF THE TRACKING SYSTEM AND THE MARKED LINKS.

7.6. IN NO EVENT SHALL LICENSEE'S TOTAL AGGREGATE LIABILITY IN RESPECT OF ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED EUR 1,000.00 (ONE THOUSAND EUROS).

7.7. Licensors' Indemnification. The Licensor will indemnify, defend, and hold harmless the Licensee and the Licensee's parent company, subsidiaries, affiliates, partners and each of their directors, officers, employees, attorneys, accountants, and agents from and against any claims, costs, damages, losses, liabilities, and expenses (including, without limitation, attorneys' fees) relating to any claims, actions, or proceedings against any of the aforesaid indemnified parties arising out of or related in any way to (i) the Licensor's breach of this Agreement or any of the Licensor's representations or warranties contained herein, or (ii) the Licensor's violation of any laws, rules, regulations, or any third party in connection with the Game.

7.8. Indemnified Claims. In the event of a claim, suit, action, or proceeding, Licensee (the "Indemnified Party") will give Licensor (the "Indemnifying Party") prompt notice of the claim, suit, action, or proceeding, will reasonably cooperate with the defence of such claim, suit, action, or proceeding at the Indemnifying Party's expense, and participate in the defence of any such claim at the Indemnifying Party's expense. The Indemnifying Party shall: (i) pay all the Indemnified Party's reasonable costs of defence as they come due; (ii) retain separate, reasonably acceptable legal counsel if the Indemnifying Party asserts or reserves the right to later assert claims against the Indemnified Party in connection with the indemnified claims; (iii) have the right to compromise and settle or defend and pay any judgment arising out of indemnified claims, provided it can demonstrate to the Indemnified Party's reasonable satisfaction that it has resources sufficient to pay any settlement or judgment; and (iv) will promptly pay any settlement or final judgment entered against the Indemnified Party in connection with any indemnified claim.

7.9. Liability of the Parties hereunder shall be limited to reimbursement for the actual damage; loss of profit shall not be subject to reimbursement.

8. FEE

8.1. The remuneration of the Licensor for the provision of a non-exclusive license on the Game shall be calculated as ninety five percent (95%) of the Regular Income actually received with respect to the game for a corresponding Reporting Period and shall include all applicable Taxes ("License Fee").

In the event that the use of any Services by the Licensor is conditional on the payment of additional remuneration to the Licensee ("Additional Fee"), such Additional Fee is additionally withheld from the Licensee Fee to be paid to the Licensor. The description of the Services, the terms of use of the Services, the amount and method of calculating the Additional Fee are agreed by the Parties on the Platform before the provision of the Services for the Additional Fee.

8.3. For the purpose of this Section the term "Taxes" includes all federal, state, local and foreign taxes including those to be withheld by a tax agent, including personal income tax and similar taxes, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, occupation, ad valorem, transfer, use, property, excise, production, value added, occupancy and any other taxes, duties or assessments of any nature whatsoever, as well as all and any related penalties and interest, arising from or connected with the payment, late payment, non-payment of the above taxes.

8.4. For the purpose of this Section the Licensor confirms that the Licensor is the person who actually benefits from the License Fee paid, determines its further economic use and pays all applicable taxes. If any claims are lodged against the Licensee by any tax authorities in connection with the reliability of the data provided by the Licensor in its VK Play Developer Dashboard or in connection with non-payment or underpayment of applicable taxes by the Licensor, the Licensor shall indemnify the Licensee against damage calculated as the tax charged to the Licensee or imposed on the Licensee and the Licensee's costs of settlement of the claims lodged by tax authorities.

8.5. For the purpose of this Section the Licensor confirms the country of its tax residence and specifies it in Licensor's VK Play Developer Dashboard. The Licensor shall provide to the Licensee documents, including those confirming the status and tax residence of the Licensor, upon Licensee's request. Each of the Parties shall independently perform its obligations for calculation and payment of taxes under this Agreement in accordance with applicable legislation.

9. THE LICENSEE'S REPORT AND SETTLEMENTS UNDER THE AGREEMENT

9.1. The Licensee shall provide the Licensor with the reports to the Agreement (hereinafter – "Reports") at regular intervals starting from the first Reporting Period, within which the Licensee has received Income.

9.2. The Reports shall be provided by the Licensee at the Platform not later than on the seventh (7th) business day of the calendar month following the Reporting Period. Prior to the tenth (10th) business day of the calendar month following the Reporting Period, the Licensor shall review the Report and may send a written justified refusal to agree with the Report, and then shall send the invoice for such Reporting Period to the Licensee.

9.3. The Licensee shall pay the License Fee for the respective Reporting Period to the Licensors' bank account specified by the Licensor on the Platform within 60 (sixty) calendar days from the moment when the Licensee has received the invoice specified in clause 9.2 hereof.

9.4. If the Licensee receives the Licensor's justified refusal to approve and sign the Report due to disagreement of the Licensor with the amount of the License Fee and if the Licensee agrees with such a justified refusal, the Parties shall mutually cooperate to discuss an adjusted Report for such Reporting Period, which shall be provided to the Licensor on the Platform (hereinafter referred to as the "Adjusted Report").

9.5. In such case, additional payment by the Licensee of the License Fee set according to clause 9.4 hereof shall not be a violation on the part of the Licensee of the payment terms agreed by the Parties and shall not serve as the grounds for any penalty. Moreover, it shall not serve as the grounds for unilateral refusal of the Licensor to fulfill the obligations hereunder.

9.6. If the Licensor has not provided the signed Report and/or the invoice for the past Reporting Period according to clause 9.2 within the term set hereby, the Licensee may suspend payment of the Licensor's License Fee for the current and the following Reporting Periods until such violation is eliminated by the Licensor. In this case, suspension of License Fee payment by the Licensee according to this clause hereof shall not be considered a violation on the part of the Licensee of the payment terms agreed to by the Parties and shall not serve as the grounds for any penalty. Moreover, it shall not serve as the grounds for unilateral refusal of the Licensor to fulfil the obligations hereunder.

9.7. All payments herein shall be performed in USD, and calculated using the currency exchange rate set at the date of the cash transfer on https://documentation.vkplay.ru/terms_vkp/exchange_rates, by cash transfer to the Licensor's bank account specified in the VK Play Developer Dashboard on the Platform.

9.7.1. For the purposes of calculation of the License Fee amounts payable to the Licensor hereunder, the Parties agree that if any of the amounts influencing the calculation of the License Fee are stated in any other currency (not in USD), such amounts shall be converted into the payment currency chosen by the Licensee at the rate available at the link: https://documentation.vkplay.ru/terms_vkp/exchange_rates as of the last calendar day of each Reporting Period.

9.8. The day of debiting of the monetary funds from the correspondent account of the Licensee's bank shall be considered as the payment date.

9.9. If the License Fee of the Licensor for the corresponding Reporting period amounts to less than 1,000.00, (one thousand) Euro, the Licensee shall pay such License Fee to the Licensor in the first Reporting Period when the License Fee becomes greater than the threshold specified above together with the License Fee of the Licensor for the past Reporting Periods for which the remuneration has not yet been paid.

10. EFFECTIVE TERM AND TERMINATION

10.1. The Agreement shall become effective and all the rights and obligations specified herein are deemed granted and accepted from the date specified in clause 1.4 hereof and shall be valid until terminated by either of the Parties as specified below.

10.2. This Agreement may be amended and/or supplemented by Addendums executed by the Parties in written form or by means provided on the Platform.

10.3. The Licensee has the right to unilaterally amend this Agreement, subject to notification of the Licensor of such changes through the Platform or by e-mail, at the discretion of the Licensee. The Licensor is required to familiarize itself with the updated version of the Agreement. If the Licensor has not deleted the VK Play Developer Dashboard or has not notified the Licensee about the termination of the Agreement within the five-day period specified in this clause of the Agreement, the updated version of the Agreement shall be deemed accepted by the Licensor and shall enter into force on the date specified in the updated version of the Agreement and shall apply to all agreements between the Licensee and the Licensor.

10.5. Each of the Parties may, at any moment, terminate this Agreement in a unilateral, out of court order, having notified the other Party in writing 30 (thirty) calendar days before the expected termination date. The cancellation of the Licensor's VK Play Developer Dashboard on the Platform in accordance with the Terms of Use of the VK Play Developer Dashboard, is deemed a notification of termination of the Agreement on the foregoing terms. Any communication of the Parties after the cancellation of the Licensor's VK Play Developer Dashboard on the Platform shall be performed using the e-mail addresses of the Parties specified in clause 13.8 hereof, unless it is specifically stipulated by the Agreement that the notifications and/or documents shall be delivered in hard copies.

10.6. In case the Licensor breaches the provisions indicated in clauses 6.3.3, 6.3.4, and 6.3.6 of the Agreement, and such breach is not corrected within 5 (five) calendar days, the Licensee is entitled to unilaterally immediately terminate this Agreement out of court.

10.7. Each Party is entitled to immediately terminate this Agreement by sending a written notice in the case the other Party violates the warranties and representations provided in accordance with this Agreement, or in the case these warranties and representations are found to be false. Such notice shall be provided using the e-mail addresses of the Parties provided in clause 13.8 of this Agreement.

10.8. Upon expiration or termination of the Agreement, the Licensee shall, within 30 (thirty) calendar days from the termination or expiration date, make all payments due to the Licensor.

10.9. From the date of receipt by the Party of such notice of the termination or expiration of the Agreement, the Licensee shall create such technical conditions of the

Game operation, under which participation in the Game is permitted only to Users who already own an Authorization Account. In such cases, the Licensee shall publish informational materials on the Platform stating that the Licensor is expected to terminate operation of the Game in the nearest future.

11. CIRCUMSTANCES OF INSUPERABLE FORCE (FORCE-MAJEURE)

11.1. The Party shall be released from liability if non-fulfilment or improper fulfilment of the obligations is related to circumstances of insuperable force (force-majeure circumstances), i.e. the circumstances unforeseeable, extraordinary, and inevitable under the given conditions, which the Parties could neither foresee nor prevent using reasonable measures. Such circumstances shall include, in particular: natural disasters, fires, earthquakes, floods, wars, war actions of any kind, strikes, blockades, embargoes, prohibitions or limitations of export or import, political unrest, riots and their consequences, regulations and decisions of state authorities changing the legal status of the Parties to the Agreement restricting and/or prohibiting the fulfilment of obligations hereunder or in any other way influencing the ability to fulfil the conditions hereof and other circumstances beyond the reasonable control of the Party.

11.2. The Party referring to circumstances of insuperable force shall immediately inform the other Party hereunder about the occurrence and termination of such circumstances in writing within 10 (ten) Business days. In such case, representatives of the Parties shall consult each other as soon as possible and agree on the measures to be taken by the Parties.

11.3. Untimely notification about circumstances of insuperable force sent upon expiration of 10 (ten) Business days shall deprive the respective Party of the right to refer to such circumstances in the future.

11.4. The occurrence of circumstances of insuperable force and their duration shall be confirmed by the documents issued by the respective competent bodies or entities.

11.5. In the case of the occurrence of circumstances of insuperable force, the term for fulfilment of obligations hereunder shall be shifted in proportion to the period within which such circumstances and their consequences are in effect. If the circumstances of insuperable force last for more than 3 (three) consecutive months, any Party may cancel the Agreement on a unilateral basis.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1. This Agreement and relations between the Parties arising out of this Agreement shall be governed by the substantive law of England and Wales without regards to its conflict of laws principles.

12.2. Any and all disputes, disagreements, and other issues arising or that may arise between the Parties having concluded this Agreement or their authorised representatives related to the interpretation of the Agreement and/or any of its provisions shall be resolved by the Parties by way of negotiations.

12.3. The Parties shall take measures to resolve the disputes and disagreements arising out of this Agreement by way of direct negotiations (according to the mandatory out-of-court procedure for dispute resolution). If no agreement is reached within 30 (thirty) days from the date of commencement of the negotiations (submission of the first claim), all the disputes that may arise out of this Agreement or in relation thereto shall be subject to consideration in Arbitration Court of London according to the laws of LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The place of Arbitration shall be London, United Kingdom.

13. FINAL PROVISIONS

13.1. Language, Interpretive Rules. This Agreement is executed in the English language only. All translations of this Agreement on any other language than English are provided for informational purpose only and do not have legal force. This Agreement has been fully negotiated by the Parties and will be interpreted according to the plain meaning of its terms, without any presumption that it should be construed either for or against either Party. The headings used in this Agreement are for convenience only and are not to be used in interpreting this Agreement. Words meaning only the singular also include the plural and vice versa, depending on the context.

13.2. Change of details. Licensor shall notify Licensee about reorganisation and changes to their postal addresses, bank details, telephone and telefax numbers no later than within five (5) calendar days from the date of the respective change. The Licensor shall simultaneously make respective amendments in the VK Play Developer Dashboard.

13.3. Claims. The claims concerning payment of fine sanctions, the notice of cancellation hereof, as well as other notices, which any Party should send or wish to send to the other Party, shall be sent by a registered letter with declared value with a list of enclosures and advice of delivery to the address stated by the Party in this Agreement. Along with the sending of documents stated in this clause, the Party having sent such documents shall send them in electronic form to the electronic mail address stated by a Party in this Agreement.

13.4. No Partnership. This Agreement does not create any joint venture, partnership, or formal business entity or organisation of any kind.

13.5. Waiver. No waiver of any provision of this Agreement will be effective unless it is signed in writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

13.6. Notification of the Licensee. All notifications and messages, which shall be provided by the Licensee under this Agreement, shall be provided using the notifications in the Licensor's account and the e-mail address of the Licensor specified in the VK Play Developer Dashboard.

13.7. Notifications of the Licensor. All notifications and messages, which shall be provided by the Licensor under this Agreement, shall be provided in written form unless expressly stated otherwise. All documents and notifications under this Agreement shall be sent using the corresponding addresses of the Parties provided in the details of the Parties, provided herein.

13.8. E-mail notifications. In the case the Agreement or corresponding Addendum hereto stipulates the exchange of the messages between the Parties via e-mail, the Parties agree that such exchange of messages and documents attached thereto using the foregoing e-mail addresses is deemed valid and shall have legal force. In the case it is provided in the Agreement, certain messages and notifications may be sent via the following e-mail specified in the VK Play Developer Dashboard.

13.9. Informational security. The Parties undertake to immediately inform each other about all cases of hacking or other unauthorised access to their e-mails, as well as about changes to the e-mail address. The Party that failed to inform the other Party about the foregoing circumstances forfeits the right to invoke these circumstances later, and shall bear the risk of any adverse consequences caused by such failure to notify, including the risk of non-delivery of the other Party's messages sent via the e-mail address mentioned in this Agreement.

13.10. Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect, and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, geographical area, or other factor, then the court making that determination will have the power to reduce or limit such scope, duration, area, or other factor, and such provision will then be enforceable in equity in its reduced or limited form.