

PUBLISHER AGREEMENT – TERMS AND CONDITIONS

PUBLISHER	
Name / Denomination	MOHAMED IDRISSE
Address	MOROCCO
VAT / Tax code	-
Website	-
Signatory	MOHAMED IDRISSE

This publisher agreement (the “**Agreement**”) shall regulate the relationship between the publisher indicated above (the “**Publisher**” or “**you**”, and the terms “**your**” and “**yours**” shall be construed accordingly) and Gamepix S.r.l. (“**Gamepix**” or “**we**”, and the terms “**us**”, “**our**” and “**ours**” shall be construed accordingly) with respect to the use of the platform managed by Gamepix and made available under the following domain name: : my.gamepix.com (the “**Platform**”), as well as the use and exploitation of the Contents made available to you from time to time on the Platform and the rights and obligations of Gamepix and you in respect thereof.

Gamepix is a limited liability company (*società a responsabilità limitata*) with registered office at at Via Marsala 29h, 00185 – Rome (RM), registered with the Companies’ Register of Rome with no. 136591, VAT no. 123277311001.

Please read the terms and conditions governing this Agreement carefully before requesting to have access to the Platform. If you don’t agree to all the terms of this Agreement, you are not permitted to create an Account on our Platform. By creating an Account on our Platform, you agree with all the terms and conditions of this Agreement as set forth below. Similarly, each time you use a Content during the Term of this Agreement, you are deemed to have agreed to all the terms and conditions of the Agreement with respect to such specific Content.

Capitalised terms used in the above conditions shall have the same meaning as set forth in the definitions below. In addition to the above conditions, which are binding between the Parties, this Agreement shall be governed by the following terms and conditions.

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions – In addition to the terms defined above, the following terms shall have the meaning set forth below, unless clearly required otherwise by the context where they are used:

“**Account**” means the account opened in your name on the Platform following the entering into of this Agreement and completion of the registration process.

“**Business Day**” means any day other than Saturday or Sunday (or a day which is public holiday in Italy) when banks are open for their regular business in Rome (Italy).

“**Channel**” means each and every channel and/or service on which you may elect to publish or make available the Contents in accordance with Clause 2.1 of this Agreement.

“**Civil Code**” means the Italian Civil Code (*codice civile*).

“**Clause**” means any clause of this Agreement.

“**Confidential Information**” means any technical, financial, business, economic or other information which is disclosed in any manner or through any means by any Party (the “**Disclosing Party**”) to the

other Party (the “**Receiving Party**”), that is designated as confidential by the Disclosing Party at the time of its transmission or at a later stage, or that, given the nature of the information or the circumstances surrounding the disclosure, should be reasonably considered to be confidential, irrespective of whether such information is provided in written, oral, electronic, digital, visual or other forms (such as by means of analyses, compilations, forecasts, studies, software or other documents) and including, without limitation: (i) any information relating to technology, know-how, customers, business plans, promotional, distribution and marketing activities, finances and other business affairs of the Disclosing Party; (ii) any information related to the codes of the Contents (including any trade secrets that may be embodied in such codes, and having regard to both the source code and the resulting codes); (iii) any proposals of possible new products or services; (iv) any information related to the marketing, promotion, distribution and economic exploitation of the Contents in terms of revenues, traffic and other possible variables; and (v) any information related to the terms of this Agreement and the relationship between the Parties. Confidential Information does not include any information that: (i) is or becomes publicly available other than as a result of a breach of this Agreement; (ii) was already known by the Receiving Party at the time of its receipt from the Disclosing Party; (iii) has been received by the Receiving Party from a source (other than the Disclosing Party) that was not prohibited from disclosing such information by any legal, contractual or fiduciary obligation; and/ or (iv) has been independently developed without any access to the information provided by the Disclosing Party or any reverse engineering process.

“**Content**” means each and every game uploaded and made available to you from time on the Platform.

“**Content Materials**” means any brands, graphics, sounds, music, textures, trademarks, trade names, names or any other materials that are associated with one or more Contents.

“**Data Protection Requirements**” means the laws, regulations, guidelines and requirements applicable from time to time to the collection, processing and protection of personal data in accordance with applicable law, including, without limitation, the requirements provided under the Legislative Decree no. 196 of 30 June 2003 and/or the GDPR Regulation (EU) no. 2016/679.

“**Developers**” means any software houses or third parties that developed and/or licensed one or more Contents distributed by GamepIX.

“**Distribution Agreements**” means the license and distribution agreements entered into by us with the Developers for the distribution of the Contents developed and/or licensed by the latter.

“**Distribution Costs**” means any fees, costs and charges due and payable by GamepIX to any external agency, company or entity in connection with the distribution of the Contents (including, without limitation, any fees, costs and charges payable in connection with the storage of the Contents on servers, the operations of the Platform, etc.).

“**Effective Date**” means the date when this Agreement becomes effective and binding between the Parties, being the date when (i) this Agreement has been duly entered into by the Parties, and (ii) your Account has been regularly opened on the Platform.

“**GamepIX Catalogue**” means the catalogue of Contents that may be offered from time to time by GamepIX.

“**Gross Revenues**” means all revenues generated and actually received by GamepIX from the distribution of the Contents in accordance with this Agreement, including, without limitation, all revenues deriving from In-Content Advertising, In-Content Purchase and/or Pay-to-Play Schemes.

“**In-Content Advertising**” means any advertising made in the Content.

“In-Content Purchase” means any purchase of digital product, item or service made in the Content.

“Integration Kit” means the software delivered by Gamepix to you, which you undertake to integrate in the Channels in accordance with Clause 3.12 below.

“IP Rights” means all industrial or intellectual property rights, either registered or unregistered, including, without limitation, trademarks, patent rights, design rights, trade names, copyrights, neighboring rights, moral rights, trade secrets, database rights and similar proprietary rights.

“License” means the limited, revocable, worldwide, non-transferable and non-exclusive sub-license (or license with respect to the Contents developed by us) granted by Gamepix to you in accordance with this Agreement.

“Net Revenues” means the Gross Revenues less (if applicable) VAT, Transaction Costs and Distribution Costs.

“Owner of the IP Rights” means the person or entity that owns from time to time the IP Rights relating to the Content, being Gamepix, the Developer or any other person or entity that ultimately owns such IP Rights, as the case may be.

“Parties” means Gamepix and the Publisher (and **“Party”** shall mean either of them).

“Pay-to-Play Scheme” means any distribution arrangement where revenues are generated by one-off and/or periodic payments directly or indirectly made by Users through credit or debit cards, mobile credit, banking, e-money or payment instruments or in any other manner.

“Payment Term” shall have the meaning set forth in Clause 4.5.

“Platform Credentials” means the credentials (username, password, etc.) used by the Publisher to access the Account and use the Platform.

“Publisher Materials” means the names, trademarks, trade names, drawings, logos, symbols or any other materials that are associated with the Publisher.

“Report” means the report indicating the Revenue Share payable to you in respect of the relevant Reporting Period in accordance with the provisions set forth in this Agreement.

“Reporting Period” means each calendar month.

“Revenue Share” shall have the meaning set forth in Clause 4.1.

“Term” means the term of this Agreement, as regulated in accordance with Clause 5.

“Transaction Costs” means any costs, fees and expenses which are charged to Gamepix by any payment service providers used by Gamepix, such as credit card fees, gateway and service fees and other transaction-based charges, chargebacks and reversals.

“User” means any player of the Content.

1.2 Interpretation – Words used in the singular number include the plural number and vice versa. Reference to any gender includes each other gender. Reference to any agreement, document or instrument means such agreement, document or instrument, inclusive of any recitals and attachments thereto, as amended or modified and in effect from time to time in accordance with the terms thereof. Reference to any person or entity includes such person or entity’s successors and assignors, provided that any such succession or assignment is not prohibited under this Agreement. Reference to any provision of law or regulation means such provision as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

2. LICENSE

2.1 Scope of the License – By entering into this Agreement, we grant to you a License to promote, market, display, publish and make available the Contents to Users via the Channels, subject to the limitations and in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the License shall include the right of the Publisher to allow the Users to have access to and play the Contents via the Channels. It is in any event understood that any Channel on which the Contents are marketed, displayed, published or made available in accordance with the foregoing shall be subject to our prior written approval.

2.2 Platform – The Contents will be made available by Gamepixon via the Platform and will be made accessible to you in accordance with the Platform specifications, as updated from time to time. You acknowledge that the Platform will be managed and updated from time to time by us at our sole discretion, and that we will be under no obligation to notify or inform you in case of any changes to the Platform. You further acknowledge and agree that you have no IP Rights or other rights on the Platform, except for the right to access to it in accordance with the provisions of this Agreement.

2.3 Distribution Agreements – You acknowledge that the distribution activities performed by us in respect of the Contents developed or licensed by the Developers are subject to the terms and conditions set forth in the relevant Distribution Agreements. Accordingly, you agree that the scope of the License granted under this Agreement may be varied from time to time by us as a consequence of any variations to the terms and conditions of the Distribution Agreements or their termination. In particular, in case the distribution of one or more Contents is no longer permitted or is restricted under the Distribution Agreements, you shall comply with any instructions given by Gamepixon in order, among others, to remove any such Contents from the Channels. You undertake to abide by any reasonable instructions that may be given by us in order to ensure that the Contents are distributed, marketed, promoted, used, displayed and published in compliance with the relevant Distribution Agreements and shall keep us fully indemnified and harmless from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees), which result from, arise in connection with, or are related in any way to any breach of the Distribution Agreements which is due (whether in full or in part) to your failure to abide by the instructions referred to in this Clause 2.3.

2.4 No exclusivity right or obligation – This Agreement does not create any exclusivity obligation for Gamepixon to distribute the Content through you and/or the Channels. Accordingly, Gamepixon will be entitled at any time to use, distribute, market, display, exploit, promote, advertise, publish and make available the Content through any other partners, publishers, distributors or third parties (including, without limitation, any of your direct or indirect competitors). Nothing in this Agreement shall be construed as preventing Gamepixon in engaging in this business or any type of activities also with third parties.

2.5 No further distribution or sub-distribution – The Parties expressly acknowledge and agree that the License granted under this Agreement will not entail any right to further distribute or subdistribute the Contents and will be limited to Channels that will in turn provide access to the Contents to Users on the basis of a "B2C" ("Business to Consumer") model. You shall accordingly refrain from taking any actions or performing any activities that may be inconsistent with the above restrictions, including, without limitation, by entering into any types of "B2B" ("Business to Business") relationship in respect of the Contents. Furthermore, you shall not be allowed to publish on any native application stores, unless we give our express prior written approval (which approval can be given also through the Platform).

2.6 Use of materials – Subject to the prior written consent of Gamepixon, you shall be entitled to use the Gamepixon Materials identified from time to time by the Parties for the purposes of marketing, promoting and/or displaying the Contents, and/or in order to publish any press releases related to the

partnership established by the Parties under this Agreement. At the same time, subject to your prior written consent, we shall be entitled to use the Publisher Materials identified from time to time by the Parties for the same purposes referred to above. The Publisher and Gamepix will not use the Gamepix Materials and the Publisher Materials, respectively, other than in accordance with the provisions of this Clause 2.6.

2.7 Campaigns – You shall ask for our prior written consent, which shall not be unreasonably withheld, before carrying out any marketing or advertising campaign regarding the Contents, as well as in order to use any Content Materials in connection with the activities regulated under this Agreement.

2.8 No further commitments or assurances – You expressly acknowledge and agree that we do not undertake any obligation or commitment with respect to the amount of revenues or Users resulting from the distribution of the Contents in accordance with this Agreement and that no assurance is implicitly or expressly given by Gamepix in such respect. In particular, and without prejudice to the generality of the foregoing, by entering into this Agreement Gamepix does not undertake any obligation in terms of distribution volumes, revenues, Users, etc.

2.9 Obligations relating to the use of the Account and the Platform – You shall be exclusive responsible for the use of your Account and the Platform, as well as for the safekeeping and confidentiality of the Platform Credentials. You expressly acknowledge and agree that we shall have no responsibility or liability in respect of any non-authorized or fraudulent use of the Platform Credentials, as well as in general in relation to the security standards of the Platform.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 IP Rights and titles – You acknowledge that, except as set forth in this Agreement, all IP Rights pertaining to the Contents are fully and exclusively owned by the related Owner of IP Rights. As a consequence, the Owner of IP Rights will retain all title and ownership in the Contents and you will acquire no right on the Contents other than those limited rights granted under this Agreement. You further acknowledge that the Gamepix Materials are owned solely by Gamepix and that you will not acquire any ownership or other rights in the Gamepix Materials as a consequence of or in connection with the execution of this Agreement.

3.2 Games maintenance, update and use – We will have exclusive control and responsibility in respect of the maintenance and update of the Contents, as well as in relation to the relationships with any third party developers (including the Developers) that may be engaged for this purpose. You shall accordingly refrain from making any changes to the Contents as well as from undertaking any initiatives or carrying out any activities that may be inconsistent with the foregoing. You shall not be permitted to use the Contents or any parts thereof for any purposes and in any manners other than those expressly contemplated in this Agreement.

3.3 Technical support – We will provide you with all reasonable assistance reasonably required in order for you to exercise your rights and perform your obligations in accordance with the provisions set out hereunder.

3.4 Taxes – With respect to the Revenue Share, we will collect and remit to the appropriate tax authority, or require you to pay, as appropriate, all sales, use or similar taxes applicable (e.g. VAT, GST, etc). Except for the foregoing, each Party is solely and separately responsible for its own taxes, user fees, or similar levies (including, without limitation, income taxes).

3.5 No minimum commitment – We shall have no obligation to ensure a minimum number of Contents provided to you during the Term of this Agreement. The Contents provided by us may change over time and we retain the right to choose which of the Contents included in the Gamepix Catalogue will be made available to you during the Term of this Agreement.

3.6 No modification and no warranty on Contents – You acknowledge that Gamepix distributes the Contents on an “as-is” basis and without any modification. Except as provided for in the following provisions of this Agreement, no warranty is given and no liability is assumed by us in respect of the Contents.

3.7 Duty of the Publisher to verify the Contents – You undertake to verify from time to time the Contents and shall ensure that their publication, promotion or marketing does not infringe any laws, regulations or requirements applicable in the territories where such Contents are published, promoted or marketed, and that any such publication, promotion or marketing does not give rise to legal, reputational or economic risks for us and/or the Developers in consideration of such laws, regulations or requirements or the customs, traditions, religion and morality the above territories. You shall keep us fully indemnified and harmless from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys’ fees), which result from, arise in connection with or are related in any way to any breach of the above obligations by you.

3.8 Promotion – You shall promote in the most effective way the Contents and drive traffic to them, subject in any event to the compliance with all other provisions of this Agreement and applicable laws and regulations.

3.9 Obligations concerning the Contents’ program – We undertake not to allow any malware, adware, spyware or such like programs to be inserted into the Contents’ program code that may cause harm to the devices used by Users.

3.10 Dispute with Users – You acknowledge that Gamepix does not provide any services to the Users. Therefore, Gamepix cannot be held liable for any disputes that may arise from the activities performed by you towards the Users. You undertake to keep us fully indemnified and harmless from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys’ fees), which result from, arise in connection with or are related in any way to any disputes with Users.

3.11 Availability – Gamepix guarantees an uptime of 98% of the Contents, for 24 (twenty-four) hours a day, 365 (three-hundred sixty-five) days a year, unless unavailability results from: (i) scheduled maintenance as communicated to the Publisher; (ii) technical problems or the performance or failure of the Publisher’s equipment, facilities or applications; (iii) compliance with laws, government regulations, orders or requirements; or (iv) circumstances beyond our reasonable control.

3.12 Integration Kit – We undertake to deliver to you the Integration Kit. You undertake to use the Integration Kit for the purposes of ensuring that the Content may be distributed through the Channels. You expressly acknowledge and agree that any failure by you to duly and properly use the Integration Kit may adversely affect the distribution and/or the monetization of the Content through the Channels, or prevent such distribution and/or monetization – in which cases we shall be relieved from any and all liabilities or responsibilities towards you.

4. REVENUE SHARE AND PAYMENT TERMS

4.1 Revenue Share – As a consideration for the activities performed by you in accordance with this Agreement, you shall be entitled to receive a revenue share amounting to up to 33% (thirty-three per cent) of the Net Revenues deriving from the distribution of the Contents in accordance with this Agreement on a monthly basis (the “Revenue Share”).

4.2 Determination of the Revenue Share – The amount of the Revenue Share will be communicated to you with the Report in writing and/or through the Platform by Gamepix. In case any disagreement arises in connection with such determination, and such disagreement is not solved within the next 10 (ten) Business Days, either Party shall be entitled to withdraw from this Agreement with immediate effect by serving a written notice to the other Party – in which case, however, the determination made

by Gamepixon with respect to the Revenue Share shall be valid and binding between the Parties with respect to all distribution activities performed until the date when the withdrawal becomes effective.

If no such disagreement arises in respect of the above, the Parties shall be deemed to have agreed upon the determination of the Revenue Share made by Gamepixon. It is in any event understood that we shall be entitled to unilaterally amend the Revenue Share at any time during the Term of this Agreement – in which case the provisions under Clause 7.8 below shall apply.

4.3 Data, metrics and reporting – You will be entitled to access through your own Account to the data and metrics concerning the distribution of the Contents. You expressly acknowledge and agree that such data and metrics are merely Indicative, may be subject to adjustments and modifications from time to time and are not conclusive or binding with respect to the calculation of the Net Revenues and the Revenue Share. The Revenue Share will be calculated on the basis of the final data and information available to us. The determination of the Revenue Share made by us in the Report on the basis of such final data and information will be binding between the Parties.

4.4 Invoicing – You shall be entitled to invoice to us the amount of the Net Revenues indicated in the Report only following the delivery of such Report. The Revenue Share is exclusive of VAT, which shall be added to your invoice if applicable. You will send the invoice to us within 6 (six) months of the date of receipt of the Report. In case no invoice will be issued within this term, you will lose the right to receive the relevant Revenue Share.

4.5 Payment of the invoice – Subject to the other provisions of this Clause 4, we will pay to you the amount indicated in the invoice (provided that this was correctly calculated in accordance with the foregoing and based on the Report) within 30 (thirty) Business Days of the date of receipt of such invoice by us.

4.6 Carry forward – If the total amount due to you is less than EUR 100 (one hundred), we shall carry the balance due forward to the next payment period until the payment period when a minimum amount of EUR 100 (one hundred) (including any amounts brought forward) becomes payable.

4.7 Condition of full payment – No amount will be paid by us to you and no Revenue Share will become due before we will have received full payment from advertising and any other revenue source.

5. TERM, TERMINATION AND WITHDRAWAL

5.1 Term – This Agreement becomes effective on the Effective Date and will continue to be effective for an undefined term (*a tempo indeterminato*), subject to the provisions below and any other applicable provisions of law.

5.2 Withdrawal at will – Either Party will be entitled to withdraw at will (*recedere senza giusta causa*) from this Agreement for any cause and at any time by serving a prior written notice to the other Party of at least (i) 90 (ninety) days if the withdrawal right is exercised by the Publishers, and (ii) 5 (five) days if the withdrawal right is exercised by Gamepixon.

5.3 Withdrawal for good cause – Without prejudice to the right of withdrawal provided under Clause 5.2, we will be entitled to withdraw from this Agreement without any prior notice and by way of a written communication to be served to you in case there is a good cause (*giusta causa*) justifying such withdrawal. For the purpose of this provision, a good cause exists if we believe that the contractual relationship with you cannot be continued until the expiry of the Agreement due to any events or behaviors that may be prejudicial to our reputation, legal, economic or business interests. In particular, and without limitation to the generality of the foregoing, we shall be entitled to withdraw for good cause from this Agreement in case (i) you are or become insolvent or likely unable to pay your liabilities in a regular manner, (ii) insolvency or similar proceedings are opened against you and have not been denied as unfounded (or have been denied for lack of assets), (iii) any measures for provisional

suspension of payments are taken against you, (iv) you start liquidation proceedings or cease to perform your business, (v) you lose command over your assets or part thereof due to seizure, by being placed under trusteeship or in any other way, and such command is not returned within four

(4) weeks after the loss thereof, (vi) criminal, administrative or disciplinary proceedings are opened against you or any of your directors or employees in connection with the business carried out by you.

5.4 Termination – Without prejudice to any other rights or remedies available under this Agreement and applicable provisions of law, we shall be entitled to terminate this Agreement with immediate effect and without any prior notice in accordance with article 1456 of the Civil Code (i) in case any of the representations and warranties given by you in Clause 6.1 and/or 6.3 are or become untrue or incorrect, either in full or in part, (ii) if you are in breach, in full or in part, of any of the obligations set out under Clauses 2.1 (as regards the prior approval of Channels), 2.3 (Distribution Agreements), 2.5 (No further distribution or sub-distribution), 2.6 (Use of materials), 2.7 (Campaigns), 3.1 (IP Rights and titles), 3.2 (Games maintenance, update and use), 6.5 (Indemnification obligations in case of unauthorized use of the Contents), 7.1 (Confidentiality undertakings) and/or 7.5 (Assignment). In addition, either Party may terminate this Agreement in case of a material breach by the other Party of any of the provisions hereunder, if such breach is not cured within 30 (thirty) days following a written notice sent to the breaching Party specifying the breach.

5.5 Consequences of extinction – Upon expiry of this Agreement due to termination or withdrawal in accordance with the above provisions or for any other reason whatsoever, the rights granted to you under this Agreement will terminate and all rights, titles and interests shall accordingly revert to us immediately. We will have the right to interrupt immediately and prevent access to the Contents and/or the Platform. Within 5 (five) Business Days you shall remove all relevant contents (including the Contents, the Content Materials and the Gamepixon Materials) from all the active Channels and terminate all promotional activities you might have in place. Any obligation which, according to its nature, the provisions of this Agreement or the applicable provisions of law, shall survive any expiry, withdrawal, termination or extinction for whatsoever cause of this Agreement, shall continue to apply notwithstanding such expiry, withdrawal, termination or extinction.

6. REPRESENTATIONS AND WARRANTIES, LIABILITY AND INDEMNIFICATION

6.1 Your representations and warranties – You hereby represent and warrant to us that:

- (a) you comply, and will always comply during the Term of this Agreement, with all applicable national and local laws in the jurisdiction where you operate and/or the Contents are published or promoted, including, without limitation, all laws concerning data protection and collection, consumer protection and unfair competition, as applicable from time to time;
- (b) you have duly considered the features of the Contents and assessed your capability of publishing them through the Channels; and
- (c) you have obtained and will obtain in the future all authorizations that are necessary in order to promote, display and/or publish the Contents in the relevant territories.

6.2 Representations and warranties of Gamepixon – Gamepixon hereby represents and warrants to you that:

- (a) it is the owner of all rights and interests in the Contents or is in any event duly entitled to grant the rights entrusted with you under this Agreement;

- (b) neither the Contents nor their promotion, marketing or publication in accordance with this Agreement infringes any copyright, patent, trademark, license or any other property rights of any persons or entities; and
- (c) the Contents do not contain any material that is libellous or defamatory or that discloses private or personal matters concerning any persons, obscene, indecent or pornographic material or any known computer virus or other contaminating or destructive feature.

6.3 Representations and warranties of both Parties – In addition to the respective representations and warranties given under Clauses 6.1 and 6.2 above, either Party hereby represents and warrants to the other Party that:

- (a) it is duly established and validly existing under the laws of the jurisdiction of incorporation or establishment;
- (b) it has all requisite powers and authorizations to carry out its business as it is currently carried out and as it will be carried out during the Term of this Agreement;
- (c) it has the right, power and authority to enter into and perform this Agreement, and has taken all necessary corporate actions (if any) to authorize the entry into and performance of this Agreement;
- (d) the entry into and performance by it of this Agreement do not conflict with its constitutional document or with any other separate agreements, rights or obligations existing between it and any other persons or entities, and it will not enter into any separate agreement with any third party that is inconsistent with the provisions of this Agreement throughout its Term;
- (e) it is not insolvent within the meaning of any applicable law;
- (f) it is capable of conducting the activities provided under this Agreement and has all skills and expertise that are necessary or appropriate to this end; and
- (g) this Agreement constitutes legal, valid, binding and enforceable obligations of such Party under the laws where such Party is incorporated.

6.4 Validity of the representations and warranties – The representations and warranties under Clauses 6.1, 6.2 and 6.3 above shall be deemed to be given as of the Effective Date of this Agreement and throughout its entire Term.

6.5 Indemnification obligations in case of unauthorized use of the Contents – Without prejudice to any other remedies available under this Agreement or applicable law, you hereby agree to keep us fully indemnified and harmless from and against any and all losses, liabilities, claims, obligations, costs and expenses (including reasonable attorneys' fees), which result from, arise in connection with or are related in any way to any use made by you or the Users of the Contents, including without limitation any liability deriving from the distribution methods, subscription or payment systems used by you to allow access to the Contents, etc. The above obligation is expressly conditioned on the following: (a) we shall give you written notice of the claim promptly; (b) you shall have reasonable control of the defence and settlement of the claim; (c) we shall provide you with all available information and assistance (at the your expense); and (d) we shall not compromise or settle such claim without your prior written consent.

6.6 Violations on your Channels. Additionally, GamePix supports Google's initiative to enable a free and open web. Thus, we will have your Account immediately shut down, and all data there-in deleted should you breach any of the below violations:

(a) Illegal content violation

GamePix does not allow the distribution of the Content on any channel that is illegal, promotes illegal activity or infringes on the legal rights of others.

(b) Intellectual property violation

GamePix does not allow the distribution of the Content on any channel that infringes copyright; sells or promotes the sale of counterfeit products; counterfeit goods contain a trademark or logo that is identical to or substantially indistinguishable from the trademark of another; they mimic the brand features of the product in an attempt to pass themselves off as a genuine product of the brand owner.

(c) Endangered or threatened species violation

GamePix does not allow the distribution of the Content on any channel that promotes the sale of products obtained from endangered or threatened species.

(d) Dangerous or derogatory content violation

GamePix does not allow the distribution of the Content on any channel that incites hatred against, promotes discrimination of or disparages an individual or group on the basis of their race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity or other characteristic that is associated with systemic discrimination or marginalisation. Service does not allow content that harasses, intimidates or bullies an individual or group of individuals. Service does not allow content that threatens or advocates physical or mental harm to oneself or others. GamePix does not allow the distribution of the Content on any channel that relates to a current, major health crisis and contradicts authoritative, scientific consensus. Service does not allow content that exploits others through extortion.

(e) Enabling dishonest behaviour violation

GamePix does not allow the distribution of the Content on any channel that promotes any form of hacking or cracking and/or provides users with instructions, equipment or software that tampers with or provides unauthorised access to devices, software, servers or websites. GamePix does not allow the distribution of the Content on any channel that enables a user, or promotes products and services that enable a user, to track or monitor another person or their activities without their authorisation. This does not include private investigation services; products or services designed for parents to track or monitor their underage children.

(f) Misrepresentative content violation

GamePix does not allow the distribution of the Content on any channel that misrepresents, misstates or conceals information about you, your content or the primary purpose of your web destination. Service does not allow content that entices users to engage with content under false or unclear pretences; engages in 'phishing' for users' information; promotes content, products or services using false, dishonest or deceptive claims; makes claims that are demonstrably false and could significantly undermine participation or trust in an electoral or democratic process; falsely implies having an affiliation with, or endorsement by, another individual, organisation, product or service; deceives users through manipulated media related to politics, social issues or matters of public concern.

(g) Malicious or unwanted software violation

GamePix does not allow the distribution of the Content on any channel that contains malicious software or 'malware' that may harm or gain unauthorised access to a computer, device or network.

(h) Sexually explicit content violation

GamePix does not allow the distribution of the Content on any channel that includes graphic sexual text, image, audio, video or games; contains non-consensual sexual themes, whether simulated or real. GamePix does not allow the distribution of the Content on any channel that: may be interpreted as promoting a sexual act in exchange for compensation.

(i) Child sexual abuse and exploitation violation

GamePix does not allow the distribution of the Content on any channel that sexually exploits or abuses children, or content that promotes the sexual exploitation or abuse of children; endangers children.

6.7 Maximum liability of Gamepix – Under no circumstance shall the liability of Gamepix exceed Euro 5,000 (five thousand), and in no case shall Gamepix be liable for loss of profits (*lucro cessante*) deriving for you from the activity carried out by Gamepix or any breach of this Agreement, including, but not limited to, any lost revenue, commercial opportunity, advertising revenue, loss of data or internet traffic. The above limitations shall not apply in the cases of wilful default (*dolo*) or gross negligence (*colpa grave*) in accordance with article 1229, para. 1, of the Civil Code.

7. MISCELLANEOUS PROVISIONS

7.1 Confidentiality undertakings – Each Party shall take all reasonable precautions to protect the confidentiality of the other Party's Confidential Information, which precautions will be at least equivalent to those taken by each Party to protect its own Confidential Information. Except as required by law or as necessary to perform the obligations undertaken hereunder, none of the Parties will knowingly disclose the Confidential Information of the other Party or use such Confidential Information for its own benefit or for the benefit of any third party. The obligations set forth in this Clause 7.1 shall last for the entire Term of this Agreement and for a period of three (3) years thereafter.

7.2 Nature of the relationship between the Parties – The Parties enter into this Agreement as independent contractors. Neither Party will be deemed to be an employee, agent or legal representative of the other Party for any purpose. This Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Neither Party will have any right or authority to assume, create, or enlarge any obligation or commitment on behalf of the other Party and will not represent itself as having the authority to bind the other Party in any manner.

7.3 Waiver – A Party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. Any waiver of a breach or a default of any provision of this Agreement by the non-defaulting Party shall not be construed as a waiver of any succeeding breach of the same or any other provision.

7.4 Severability – In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction or by panel of arbitrators, the remaining provisions shall continue in full force and effect. In case this is not possible, the Parties shall negotiate in good faith to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s).

7.5 Assignment – You shall not be entitled to assign, sublicense, transfer, encumber or otherwise dispose of this Agreement or any of the rights arising therefrom without our prior written approval. Any attempted assignment, sublicense, transfer, encumbrance or other disposal of this Agreement or

the rights arising therefrom by you in violation of this provision will constitute a material default and breach of this Agreement. Except as otherwise provided, this Agreement will be binding upon and inure to the benefit of the Parties' successors and lawful assignees. We shall be entitled to assign, sublicense, transfer, encumber or otherwise dispose of this Agreement or any of the rights arising therefrom to any third party, and you hereby express your consent to any such assignment, sublicense, transfer, encumbrance or other disposal.

7.6 Suspension of distribution and other activities – We shall be entitled to suspend the distribution of the Contents and performance of any other activities regulated hereunder in case of any breach by you of any provision of this Agreement, until such breach is entirely cured and remedied (and without prejudice to any other remedies available in accordance with this Agreement and/or applicable provisions of law).

7.7 Force majeure and fortuitous case – No Party shall be deemed to be in breach of the obligations undertaken hereunder for any cessation, interruption or delay in the performance of such obligations due to causes beyond its reasonable control, including in the event of force majeure (*forza maggiore*) and fortuitous case (*caso fortuito*) pursuant to Italian law. It is understood, for the avoidance of doubt, that such provision shall apply, without limitation, in the event of any earthquake, flood, or other natural disaster, labor controversy, civil disturbance, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of the business, or any change in or the adoption of any law, regulation, judgment or decree affecting the activities regulated hereunder.

7.8 Unilateral amendments – We shall be entitled to periodically update or unilaterally amend at our own discretion and at any time this Agreement, including as regards its economic terms and amount of the Revenue Share. We will notify you via email of any such update or amendment, in which case you will be entitled to withdraw from this Agreement within 10 (ten) Business Days of the date of receipt of the above communication (and the terms in force prior to the above update or amendment shall continue to apply to you until the withdrawal notice is served to us and becomes effective). For the avoidance of doubt, it is understood that any failure by you to serve the above notice shall be construed as an acceptance of the update or amendment referred to above.

7.9 Addenda, side letters, deeds of amendment and other ancillary agreements – Without prejudice to Clauses 4.2 and 7.8 above, the Parties can agree on any additional or different terms regulating their relationship, or amend the terms set forth in this Agreement, by entering into any addendum, side letter, deed of amendment or other ancillary agreement, provided that any such addendum, side letter, deed of amendment or ancillary agreement is executed in writing by both Parties.

7.10 Delegates and sub-contractors – We shall be entitled to delegate or sub-contract any of our obligations under this Agreement to any third party provided that we shall continue to be responsible and liable for the acts of the third party concerned relating to this Agreement.

7.11 Notices – Any notice required or permitted to be given between the Parties under this Agreement will be in writing and be given: (i) if to Gamepix, to the address indicated in the preamble of this Agreement or at the email address indicated on the Platform; (ii) if to you, to the address (including the email address) indicated by you at the time of registration on the Platform, as updated from time to time.

7.12 Entire agreement – Without prejudice to Clauses 4.2, 7.8 and 7.9 above, this Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof, supersede all other negotiations, representations, liabilities and/or agreements, oral or written, heretofore made between the Parties with respect to such subject matter, including any agreement entered into in writing by the Parties prior to (and existing as of) the date hereof.

7.13 Data protection – You acknowledge and agree that we do not collect and/or process any personal data relating to the Users. Should we collect and/or process any personal data relating to the Users pursuant to applicable Data Protection Requirements, such personal data will be collected and treated in accordance with the policies and procedures indicated by us. It is in any event understood that all data collected or processed by one of the Parties with respect to this Agreement will remain in the exclusive control of the Party performing the relative processing, and will not be shared with other parties, unless separately agreed and regulated between the Parties. You shall keep us fully indemnified and harmless for any dispute arising from your data collecting or data processing activities.

7.14 Formation of the Agreement – When requesting access to the Platform you are also requested to express your consent to this Agreement. The expression of your consent to this Agreement constitutes a contractual proposal (*proposta contrattuale*) which will become binding and effective upon acceptance (*accettazione*) thereof by Gamepix. We however reserve the right not to accept such proposal upon our discretion by serving a written notice to you. This Agreement shall be deemed to be duly entered into by the Parties only once you are notified by us that your request to access the Platform on the basis of this Agreement has been accepted by Gamepix.

8. APPLICABLE LAW, DISPUTES AND JURISDICTION

8.1 Applicable law – This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the Republic of Italy.

8.2 Disputes – In case a dispute arises out of, or in connection with, this Agreement, the Parties will attempt to resolve the dispute in an amicable manner, unless in case of matters requiring the adoption of urgent measures or actions. If the dispute is not resolved within a reasonable time period, the Parties shall submit any or all outstanding issues to compulsory mediation (*mediazione obbligatoria*) or any other out-of-court dispute resolution mechanism, to the extent that this is required under Italian law.

8.3 Jurisdiction – Without prejudice to Clause 8.2 above, any dispute that may arise in connection with this Agreement (including, without limitation, any dispute as to its validity, effectiveness and enforceability) shall be submitted to the exclusive jurisdiction of the Court of Rome (*Tribunale di Roma*), with the exclusion of any other courts.

* * * *

SIGNATURES BOX

The undersigned Publishers expressly accepts the terms and conditions governing the Agreement as of the date and time indicated below.

DATE AND TIME

6/11/2021, 16:29:47

PUBLISHER

Name/Denomination - MOHAMED IDRISSE

Signatory - MOHAMED IDRISSE

Pursuant to articles 1341 and 1342 of the Civil Code, the undersigned Publishers declares to have expressly accepted the terms and conditions set forth in the following Clauses of the Agreement: 2 (License), 3 (Rights and obligations of the Parties), 4 (Revenue Share and payment terms), 5 (Term, termination and withdrawal), 6.7 (Maximum liability of Gamepix), 7.5 (Assignment), 7.6 (Suspension of distribution and other activities), 7.8 (Unilateral amendments) and 8 (Applicable law, disputes and jurisdiction).

DATE AND TIME

6/11/2021, 16:29:47

PUBLISHER

Name/Denomination - MOHAMED IDRISSE

Signatory - MOHAMED IDRISSE