

Guarantee and Adherence Agreement

between

the companies named herein

as Guarantors

and

Nordic Trustee & Agency AB (publ)

as Security Agent

15 December 2023

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This guarantee and adherence agreement (this "**Agreement**") is dated 15 December 2023 and made between:

- (a) **The companies** listed in Schedule 1 (*Original Guarantors*), each of which is incorporated under the laws of the jurisdiction set out in the column opposite its name (together the "**Original Guarantors**" and each an "**Original Guarantor**"); and
- (b) **Nordic Trustee & Agency AB (publ)**, acting for itself and as security agent for the Secured Parties (as defined below) (the "**Security Agent**").

The corporations listed under (a) – (b) above are below also referred to as the "**Parties**" or each of them a "**Party**", as the context may require.

Background

- A.** Azerion Group N.V. (the "**Issuer**") and the Security Agent have entered into terms and conditions for the Issuer's senior secured bonds 2023/2026 (ISIN: NO0013017657) (the "**Terms and Conditions**") dated 27 September 2023 pursuant to which the Issuer has issued debt instruments in an initial aggregate amount of EUR 165,000,000 under a framework of up to EUR 300,000,000.
- B.** The Guarantors have agreed to enter into this Agreement for the purposes of (i) guaranteeing the Secured Obligations and (ii) undertaking to adhere to the terms of the Senior Finance Documents on the terms set out below.
- C.** This Agreement is entered into subject to the terms of the Terms and Conditions and, after the entering into of the Intercreditor Agreement, the Intercreditor Agreement.
- D.** This Agreement shall be deemed a Finance Document, and after the entering into of the Intercreditor Agreement a Senior Finance Document.

1. Definitions and Construction

1.1 Definitions

Capitalised terms and expressions used in this Agreement shall unless otherwise defined herein or evident from the context, have the meaning attributed to them in (i) prior to the entering into of the Intercreditor Agreement (as defined below), the Terms and Conditions, and (ii) after the entering into of the Intercreditor Agreement, the Intercreditor Agreement, whether directly or by reference.

The following capitalised words and expressions shall have the meanings ascribed to them below:

"**Accession Letter**" means a document substantially in the form set out in Schedule 3 (*Form of Accession Letter*).

"**Additional Guarantor**" means any company which becomes an Additional Guarantor in accordance with Clause 8.1 (*Additional Guarantors*).

"**Guarantee**" means the guarantee granted by the Guarantors pursuant to Clause 2 (*Guarantee*) subject to the limitations pursuant to Clause 7 (*Guarantee Limitations*).

"**Guarantor**" means an Original Guarantor or an Additional Guarantor.

"**Intercreditor Agreement**" means an intercreditor agreement governing the relationship between the Bondholders (represented by the Agent), the creditors in respect of the Super Senior Working Capital Facility and the Hedging Agreements and any provider of New Debt (as defined in the Intercreditor Agreement Term Sheet), which the Issuer may request that the Agent enters into.

"**Intercreditor Agreement Term Sheet**" shall have the meaning given to such term in the Terms and Conditions.

"**Lender**" shall have the meaning given to such term in the Super Senior Working Capital Facility.

"**Secured Parties**" means (i) unless the Intercreditor Agreement has been entered into, the Security Agent, the Bondholders and the Agent (including in its capacity as Agent under the Agency Agreement) and (ii) if the Intercreditor Agreement has been entered into, the meaning given to such term in the Intercreditor Agreement.

"**Secured Obligations**" means (i) unless the Intercreditor Agreement has been entered into, all present and future, actual and contingent, liabilities and obligations at any time due, owing or incurred by any Obligor towards the Secured Parties outstanding from time to time under the Finance Documents and (ii) if the Intercreditor Agreement has been entered into, the meaning given to such term in the Intercreditor Agreement.

"**Senior Finance Documents**" means (i) prior to the entering into of the Intercreditor Agreement, the "Finance Documents" as defined in the Terms and Conditions, and (ii) after the entering into of the Intercreditor Agreement, the "Senior Finance Documents" as defined in the Intercreditor Agreement.

2. **Guarantee**

- (a) Subject to Clause 7 (*Guarantee Limitations*) each Guarantor, jointly and severally, irrevocably and unconditionally, guarantees, as principal obligor and as for its own debt (*Sw. proprieborgen*), to each Secured Party and their successors and assignees the full and punctual payment and performance of all Secured Obligations, including the payment of principal and interest under the Senior Finance Documents when due, whether at maturity, by acceleration, by redemption or otherwise, and interest on any such obligation which is overdue, and of all other monetary obligations of the Issuer to the Secured Parties under the Senior Finance Documents.
- (b) The Guarantors agree to indemnify each Secured Party against any loss incurred by such Secured Party arising out of the non-payment, invalidity or unenforceability of the Secured Obligations, in each case, all in accordance with the terms of the Intercreditor Agreement (if entered into and otherwise in accordance with the terms of the Terms and Conditions).

- (c) The Guarantors further agree that the Secured Obligations may be extended or renewed or refinanced, in whole or in part, without notice or further assent from the Guarantors and that the Guarantors will remain bound under this Agreement notwithstanding any extension or renewal or refinancing of any Secured Obligation.
- (d) The obligations of the Guarantors hereunder shall not be affected by:
 - (i) the failure of any Secured Party to assert any claim or demand or to enforce any right or remedy against any Guarantor or the Issuer or any other person under the Senior Finance Documents or any other agreement or otherwise;
 - (ii) any extension or renewal or refinancing of any debt under any Senior Finance Document;
 - (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of any Senior Finance Document or any other agreement;
 - (iv) any repayment of any amount owed by a Guarantor under the Senior Finance Documents;
 - (v) the release of the Issuer, any member of the Group or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - (vi) the release of any Security held by any Secured Party for the Secured Obligations or any of them;
 - (vii) any insolvency or similar proceedings; or
 - (viii) any change in the ownership of any Guarantor.
- (e) Until all of the Secured Obligations have been irrevocably paid and discharged in full, the Security Agent may:
 - (i) refrain from applying or enforcing any other security, moneys or rights held or received by it in respect of such amounts or apply and enforce the same in such manner and order as it sees fit (whether against such amounts or otherwise), however always in accordance with the terms of the Intercreditor Agreement, and the Guarantors shall not be entitled to the benefit of the same; and
 - (ii) place in an interest-bearing suspense account any moneys received from the Guarantors or on account of the Guarantors' liability hereunder.
- (f) Except as expressly set forth in Clause 7 (*Guarantee Limitations*), the obligations of the Guarantors hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any

defence of set-off, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Secured Obligations, the Guarantee or otherwise. Without limiting the generality of the foregoing, the obligations of the Guarantors herein shall not be discharged or impaired or otherwise affected by the failure of any Secured Party to assert any claim or demand or to enforce any remedy under the Senior Finance Documents or any other agreement.

- (g) Each Guarantor further agrees that its Guarantee herein is a continuing guarantee and shall extend to the ultimate balance of the Secured Obligations and shall continue to be effective or be reinstated in full force and effect, as the case may be, if at any time any payment, or any part thereof, by the Guarantors to any Secured Party of any Secured Obligation, whether for principal or interest or otherwise, is rescinded or must otherwise be restored or returned, upon the bankruptcy, insolvency or reorganisation of the Guarantors or otherwise, by any Secured Party to the Guarantors or any custodian, trustee, administrator, liquidator or other similar official acting in relation to the Guarantors or its property.
- (h) The Guarantors agree that they shall not be entitled to any right of subrogation or contribution in respect of any Secured Obligations guaranteed hereby until payment in full of all Secured Obligations.
- (i) Without limiting the foregoing and subject to the limitations in Clause 7 (*Guarantee Limitations*), each Guarantor hereby agrees that any claim by it against any Guarantor that arises from the payment, performance or enforcement of such Guarantor's obligations under its Guarantee or the Senior Finance Documents, including, without limitation, any right of subrogation or indemnity, shall be subject and subordinate to, and no payment with respect to any such claim of such Guarantor shall be made before, the irrevocable payment in full in cash of all outstanding obligations under the Senior Finance Documents in accordance with the provisions set out in the Terms and Conditions, unless the Intercreditor Agreement has been entered into in which case it shall be in accordance with the provisions of the Intercreditor Agreement.
- (j) A certificate of the Security Agent as to any amount owing from a Guarantor under the Senior Finance Documents shall be conclusive evidence (other in the case of obvious calculation errors) of such amount as against each Guarantor. No Guarantor will hold any security in respect of the Guarantor's liability hereunder.
- (k) Payments to be made by the Guarantors hereunder shall be made in immediately available funds in the same currency in which the corresponding obligations are payable by the Guarantors to such account as the Security Agent may specify.
- (l) Each Guarantor also agrees to pay all costs and expenses (including reasonable external legal fees) reasonably incurred by the Security Agent or any Secured Party in enforcing any rights under this Agreement against it, to the Security Agent.

3. Adherence

Each Guarantor hereby undertakes without limitation to adhere to the terms of the Senior Finance Documents and to comply with the undertakings contained in the Senior Finance Documents to the extent applicable to the relevant Guarantor.

4. Successors and Assignees

This Agreement shall be binding upon the Guarantors and shall ensure to the benefit of the successors and assignees of the Secured Parties and, in the event of any transfer or assignment of rights by any Secured Party, the rights and privileges conferred upon that party in the Senior Finance Documents shall automatically extend to and be vested in such transferee or assignee, all subject to the Terms and Conditions, unless the Intercreditor Agreement has been entered into in which case it shall be subject to the Intercreditor Agreement.

5. No Waiver

Neither a failure nor a delay on the part of either, any Secured Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Secured Parties and the Security Agent herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement, by law or otherwise.

6. Modifications

No modification, amendment or waiver of any provision of this Agreement nor the consent to any departure by a Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Security Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on a Guarantor in any case shall entitle the Guarantors to any other or further notice or demand in the same, similar or other circumstances.

7. Guarantee Limitations

7.1 Swedish Guarantor

The obligations and liabilities of each Guarantor incorporated in Sweden under this Agreement and the scope of the Guarantee in respect of obligations owed by parties other than itself and its wholly owned Subsidiaries shall be limited, if (and only if) required by an application of Chapter 17, Sections 1-4 of the Swedish Companies Act (*Sw. Aktiebolagslagen (2005:551)*) in force from time to time regulating distribution of assets and it is understood that the obligations of each Guarantor incorporated in

Sweden under this Agreement only applies to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

7.2 Dutch Guarantors

The obligations and liabilities of each Guarantor incorporated in the Netherlands under this agreement and the scope of the Guarantee in respect of obligations owed by parties other than itself and its wholly owned Subsidiaries may be affected or limited by Dutch law rules of general application now or hereafter in force including (but not necessarily limited to) applicable insolvency laws, ultra vires limitations (*doeloverschrijding*), fraudulent preference (*actio pauliana*), and/or claims based on tort (*onrechtmatige daad*).

7.3 German Guarantors

The obligations created by this Agreement are limited to the extent that by performing such obligations, each Guarantor incorporated in German would be in breach of German non-dispositive law, in particular any laws on unlawful financial assistance or insolvency laws.

7.4 English Guarantors

The Guarantee under this Agreement shall not apply in respect of each Guarantor incorporated in England to any liability to the extent that it would result in the Guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006.

7.5 Norwegian Guarantors

- (a) The obligations and liabilities of each Guarantor incorporated in Norway shall be limited if (and only if) and as required by the application of the mandatory provisions of Sections 8-7 and 8-10 of the Companies Act, and it is fully understood and accepted by each Guarantor incorporated in Norway that the liability of each Guarantor incorporated in Norway shall always apply to the maximum extent permitted by the applicable provisions of the Companies Act. The Issuer shall procure that each Guarantor incorporated in Norway has taken all necessary steps (including, but not limited to, procuring that (i) shareholder resolutions are obtained and (ii) the board of directors in the relevant company comply with the legal and procedural steps set out Sections 8-7 and/or 8-10 in order to provide lawful security and guarantees to reduce or eliminate (to the extent possible) any limitation on a Guarantor's liability. It is being understood, however, by each Obligor that if a limitation is no longer applicable as a mandatory provision under Norwegian law, such limitations will no longer apply to the guarantee and indemnity set out herein.
- (b) The liability of each Guarantor incorporated in Norway under this Agreement shall never exceed EUR 350,000,000 plus interest thereon and fees, costs and expenses as set out in this Agreement and the other Finance Documents.

- (c) Each Guarantor incorporated in Norway needs only to perform its obligations under this Clause if it is not unlawful for the relevant entity to become a Guarantor.

7.6 Delaware Guarantors

The obligations and liabilities of each Guarantor incorporated in Delaware under this Agreement and the scope of the Guarantee in respect of obligations owed by parties other than each Guarantor incorporated in Delaware and its wholly owned Subsidiaries may be affected or limited by rules of general applicability of United States federal law and Delaware State law, as applicable, now or hereafter in force, including, but not limited to, applicable bankruptcy, insolvency, reorganisation, receivership, moratorium and other laws affecting creditors' rights and remedies (including without limitation, the effect of statutory and other law regarding fraudulent conveyances and fraudulent, preferential or voidable transfers), ultra vires limitations, and/or actions or claims based on tort.

7.7 French Guarantors

- (a) The liability of each Guarantor incorporated in France shall be limited to the obligations of the Issuer only up to an amount equal to the aggregate outstanding principal amount made available to each Guarantor incorporated in France or their Subsidiaries (as increased by any fees, interest, default interest, commissions, expenses and any other similar payments related thereto) (either directly or indirectly) by the Issuer by way of on lending of funds under the Bonds as at the date on which any demand is made on each Guarantor incorporated in France under Clause 2 (*Guarantee*) of the Agreement (the "Maximum Guaranteed Amount"), it being specified for the avoidance of doubt that any amount paid by each Guarantor incorporated in France under Clause 2 (*Guarantee*) of the Agreement relating to the Secured Obligations shall immediately thereafter reduce pro tanto the amount outstanding under such intercompany loans, advances and/or shareholders' account and, as a consequence, shall reduce the Maximum Guaranteed Amount.
- (b) The Secured Obligations will not extend to cover any indebtedness which, if they did so extend would cause the infringement of article L.225-216 of the French Code de commerce and/or would constitute a misuse of corporate assets within the meaning of article L.241-3 or L.242-6 of the French Code de commerce or any other laws or regulations having the same effect, as interpreted by French courts.

7.8 Additional Guarantors

In addition to Clauses 7.1 and 7.2, the obligations of an Additional Guarantor are subject to any limitation set out in the Accession Letter under which such Additional Guarantor accedes to this Agreement.

8. Changes to the Guarantors

8.1 Additional Guarantors

- (a) The Issuer may request that any Group Company becomes an Additional Guarantor. A Group Company shall become an Additional Guarantor if:
 - (i) after the entering into of the Intercreditor Agreement, the Lender has confirmed to the Security Agent that it is satisfied that the proposed Additional Guarantor complies with any "know your customer" or "anti-money laundering" checks under all applicable laws or regulations;
 - (ii) the Issuer and the proposed Additional Guarantor deliver to the Security Agent a duly completed and executed Accession Letter; and
 - (iii) the Security Agent has received, waived the receipt of or is satisfied that it will receive all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor.
- (b) The Security Agent shall notify the Issuer, the agent under the Terms and Conditions and the Super Senior Creditors promptly upon being satisfied that it has received all the documents and other evidence listed in Schedule 2 (*Conditions Precedent*).
- (c) The Security Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct and true, and the Security Agent does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Security Agent from a legal or commercial perspective of the Secured Parties.

8.2 Resignation of a Guarantor

- (a) Subject to the Terms and Conditions, the Issuer may request that a Guarantor (other than the Issuer) ceases to be a Guarantor by delivering to the Security Agent a letter of resignation specifying the Guarantor and which is signed by the Issuer and that Guarantor.
- (b) The Security Agent shall accept a letter of resignation and notify the Issuer, the agent under the Terms and Conditions and the Lender of its acceptance if:
 - (i) the Issuer has confirmed that no Event of Default is continuing or would result from the acceptance of the letter of resignation (and the Issuer has confirmed that this is the case in the letter of resignation);
 - (ii) no claim for payment against such Guarantor under this Agreement is outstanding and unpaid;
 - (iii) where the Guarantor is also the Borrower (as defined in the Super Senior Working Capital Facility), the Security Agent has received a confirmation from the Lender that the Guarantor is under no actual or contingent

obligations as the Borrower and has resigned and ceased to be the Borrower under the Super Senior Working Capital Facility;

- (iv) the Issuer has confirmed that the Guarantor is not a Material Group Company (as defined in the Terms and Conditions) or equivalent under the Super Senior Working Capital Facility (if applicable);
- (v) any Transaction Security granted by such Guarantor is released in accordance with the terms of the Terms and Conditions, or, if any, the Intercreditor Agreement;
- (vi) the Transaction Security granted over the shares of such Guarantor has been released in accordance with the terms of the Terms and Conditions, or, if any, the Intercreditor Agreement; and
- (vii) the Security Agent has received a confirmation from the Lender that it consents to the Issuer's request,

whereupon that Guarantor shall cease to be a Guarantor and shall have no further rights or obligations as Guarantor under the Senior Finance Documents.

9. Severability

In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Application of Proceeds

Subject to the terms of the Terms and Conditions and the Intercreditor Agreement (if applicable), all monies (or other consideration) obtained by the Security Agent or its designee by virtue of operation of law or through the exercise of the rights, powers and remedies under this Agreement, shall be applied by the Security Agent towards the discharge of the Secured Obligations in the manner, order and priority determined by the Security Agent. When all the Secured Obligations have been fully and irrevocably discharged, the surplus (if any) shall be paid to the Guarantors.

11. Costs and Expenses

All reasonable costs and expenses (including legal fees and other out of pocket expenses) reasonably incurred by the Secured Parties in connection with (i) the preservation or enforcement of the Guarantee, (ii) any amendment, consent or suspension of right (or any proposal for the same) requested by any Guarantor relating to this Agreement, and (iv) the investigation of any event which the Security Agent reasonably believes is an Event of Default, shall be borne by the Guarantors and the Guarantors shall indemnify and hold the Secured Parties harmless in respect of such costs and expenses. All such costs and expenses shall be included in the Secured Obligations.

12. Force Majeure and Limitation of Liability

- (a) The Security Agent shall not be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade any other similar circumstance (a "Force Majeure Event"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Security Agent itself takes such measures, or is subject to such measures.
- (b) Should a Force Majeure Event arise which prevents the Security Agent from taking any action required to comply with this Agreement, such action may be postponed until the obstacle has been removed.
- (c) Any damage that may arise in other cases shall not be indemnified by the Secured Parties, unless they have acted with gross negligence or wilful misconduct. The Secured Parties shall not in any case be held responsible for any indirect damage, consequential damage and/or loss of profit, with exception of gross negligence and wilful misconduct.

13. Notices

13.1 Communications in Writing

Any communication or document to be made or delivered under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made or delivered by e-mail or letter.

13.2 Addresses

The address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

Azerion Technology B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Whow Games GmbH:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Genba Digital Limited:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

Keygames Network B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

SPIIL Games Group B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

Voidu B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

Delta Projects AS:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

Delta Projects AB:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com a.ontas@azerion.com

Azerion AG:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Azerion UK Limited:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

MMedia B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

TargetSpot, Inc.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Strossle International AB:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Sublime Skinz SASU:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Sublime Skinz Labs SAS:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Vlyby Digital GmbH:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Azerion Tech Holding B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Azerion Sweden AB:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Azerion Nederland B.V.:

Address: Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands

E-mail: legal@azerion.com and a.ontas@azerion.com

Nordic Trustee & Agency AB (publ):

Address: P.O. Box 7329, SE-103 90 Stockholm, Sweden

E-mail: sweden@nordictrustee.com

or any substitute address, e-mail or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

13.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:
 - (i) if by way of e-mail, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under Clause 13.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) A notice given by e-mail which is dispatched after close of business at the place of receipt, or on a day which is not a Business Day, will be deemed to have been given on the next Business Day.

13.4 Notification of Address and E-mail Address

Promptly upon receipt of notification of an e-mail address and postal address or change thereof pursuant to Clause 13.2 (*Addresses*) or changing its own e-mail address or postal address, the Security Agent shall notify the other Parties.

13.5 English Language

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

14. Governing Law and Jurisdiction

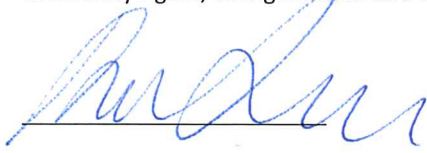
- (a) This Agreement shall be governed by and construed in accordance with Swedish law.
- (b) Subject to paragraph (c), the courts of Sweden shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement). The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be court of first instance.
- (c) Paragraph (b) is for the benefit of the Secured Parties only. As a result, none of the Secured Parties shall be prevented from taking proceedings in any other courts with jurisdiction over the Guarantors or any of its assets. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

[Signature pages to follow]

THE SECURITY AGENT

Nordic Trustee & Agency AB (publ)

as Security Agent, acting for itself and on behalf of the Secured Parties

A handwritten signature in blue ink, appearing to be 'Anna Litewka', written over a horizontal line.

By: **Anna Litewka**

THE GUARANTORS

Azerion Technology B.V.

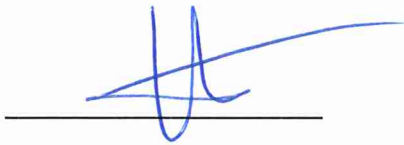
as an Original Guarantor



By: Umut Akpınar

SPIIL Games Group B.V.

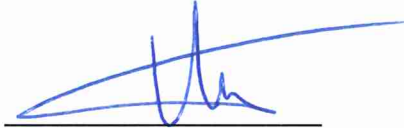
as an Original Guarantor



By: Umut Akpınar

Voidu B.V.

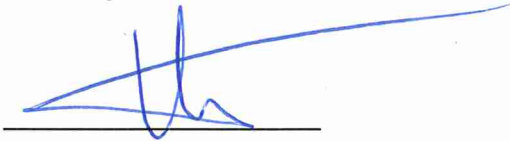
as an Original Guarantor



By: Umut Akpınar

MMedia B.V.


as an Original Guarantor



By: Umut Akpınar

Keygames Network B.V.

as an Original Guarantor



By: Umut Akpınar

Azerion Tech Holding B.V.

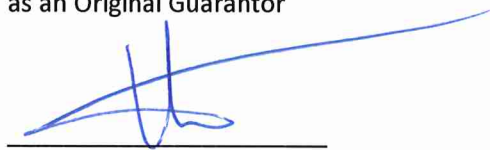
as an Original Guarantor



By: Umut Akpınar

Azerion Nederland B.V.

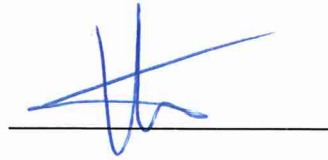
as an Original Guarantor



By: Umut Akpınar

Delta Projects AB

as an Original Guarantor



By: Umut Akpinar

Strossle International AB

as an Original Guarantor



By: Umut Akpinar

Azerion Sweden AB

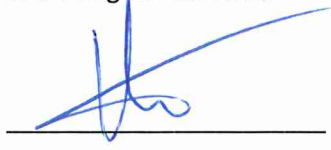
as an Original Guarantor



By: Umut Akpinar

TargetSpot, Inc.

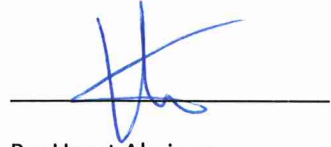
as an Original Guarantor

A handwritten signature in blue ink is written over a solid horizontal line. The signature is stylized and appears to be the name 'Umut Akpinar'.

By: Umut Akpinar
Title: President

Sublime Skinz SASU

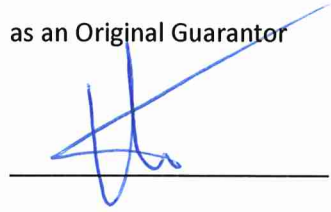
as an Original Guarantor



By: Umut Akpınar

Sublime Skinz Labs SAS

as an Original Guarantor



By: Umut Akpınar

Vlyby Digital GmbH

as an Original Guarantor



By: Damian Hartmann

Azerion AG

as an Original Guarantor

By: Andreas Stietzel

Whow Games GmbH

as an Original Guarantor

By: Umut Akpınar

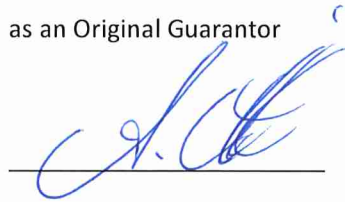
Vlyby Digital GmbH

as an Original Guarantor

By: **Damian Hartmann**

Azerion AG

as an Original Guarantor



By: **Andreas Stietzel**

Whow Games GmbH

as an Original Guarantor

By: **Umut Akpınar**

Vlyby Digital GmbH

as an Original Guarantor

By: Damian Hartmann

Azerion AG

as an Original Guarantor

By: Andreas Stietzel

Whow Games GmbH

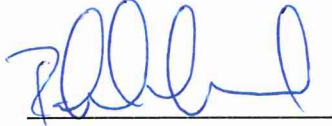
as an Original Guarantor



By: Umut Akpınar

Delta Projects AS

as an Original Guarantor

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

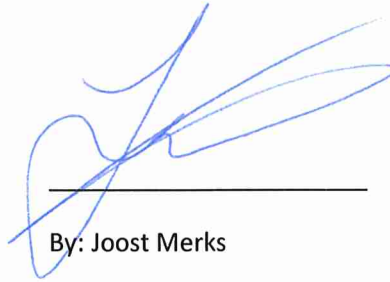
By: Anders Patrik Vilhelm Fagerlund

Genba Digital Limited

as an Original Guarantor



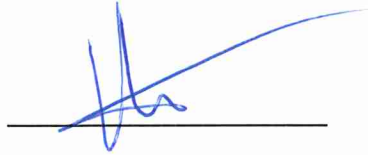
By: Umut Akpinar



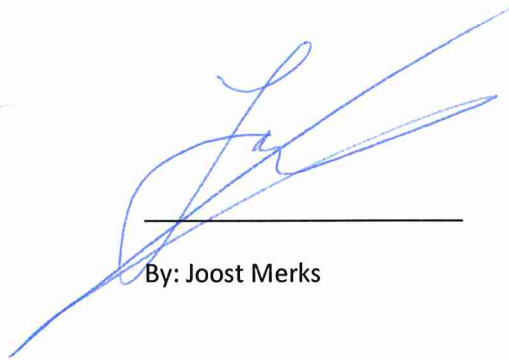
By: Joost Merks

Azerion UK Limited

as an Original Guarantor



By: Umut Akpinar



By: Joost Merks

SCHEDULE 1**Original Guarantors**

Name	Reg. No.	Jurisdiction
Azerion Technology B.V.	20139757	Netherlands
SPIL Games Group B.V.	32081488	Netherlands
Voidu B.V.	67876153	Netherlands
MMedia B.V.	34268383	Netherlands
Keygames Network B.V.	14077784	Netherlands
Azerion Tech Holding B.V.	76432572	Netherlands
Azerion Nederland B.V-	<u>34234914</u>	Netherlands
Vlyby Digital GmbH	231709	Germany
Azerion AG	65211	Germany
Whow Games GmbH	126959	Germany
Genba Digital Limited	09491005	England and Wales
Azerion UK Limited	06080497	England and Wales
Delta Projects AB	556622-4936	Sweden
Strossle International AB	556930-0543	Sweden
Azerion Sweden AB	556725-7810	Sweden
Delta Projects AS	812 293 842	Norway
Sublime Skinz SASU	803 054 048 RCS	France
Sublime Skinz Labs SAS	790 118 780 RCS	France
TargetSpot, Inc.	4299631	Delaware, United States

Conditions Precedent

Conditions Precedent

Required to Be Delivered by an Additional Guarantor

1. An Accession Letter executed by the Additional Guarantor and the Issuer.
2. A copy of the constitutional documents of the Additional Guarantor.
3. A copy of a resolution of the board of directors (or equivalent) of the Additional Guarantor:
 - (a) approving the terms of, and the transactions contemplated by, the Accession Letter and this Agreement and resolving that it execute, deliver and perform the Accession Letter and this Agreement;
 - (b) authorising a specified person or persons to execute the Accession Letter and this Agreement on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with this Agreement.
4. If required or customary, a copy of a resolution of supervisory board of the Additional Guarantor, approving the terms of, and the transactions contemplated by, this Agreement.
5. If required or customary, a copy of a resolution signed by all the holders of the issued shares (or the general meeting) of the Additional Guarantor, approving the terms of, and the transactions contemplated by, this Agreement.
6. A certificate of an authorised signatory of the Additional Guarantor certifying that each copy document listed in this Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Letter.
7. A copy of any other authorisation or other document, legal opinion or assurance which the Agent considers to be necessary or desirable in connection with the entry into and performance of the transactions and choice of law and jurisdiction contemplated by the Accession Letter and/or for the validity and enforceability of this Agreement.
8. A legal opinion issued by a reputable law firm on the capacity and due execution unless such Additional Guarantor is incorporated in Sweden and a legal opinion issued by a reputable law firm on the validity and enforceability in respect of any Senior Finance Documents unless it is governed by Swedish law which, if requested by the Agent and/or the Lender, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds).

Form of Accession Letter

To: [●] as Security Agent

From: [Subsidiary] and [Issuer]

Dated: [●]

Dear Madams, Sirs,

Guarantee and Adherence Agreement dated [●] 2023 (the "Agreement")

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional Guarantor and to be bound by the terms of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction] and is a limited liability company and registered with number [●].
3. [The Issuer confirms that no Event of Default under the Senior Finance Documents is continuing or would occur as a result of [Subsidiary] becoming an Additional Guarantor].
4. [local law limitation language]
5. [Subsidiary's] administrative details are as follows:

Address: [●]

Attention: [●]
6. This Accession Letter is governed by Swedish law.

[Issuer] [Subsidiary]

By: By: