BINDING DECLARATION OF THE COMPANY
Esanti Games s.r.o.

Applicable to NFT Edition 1 (subject to the holder's consent), NFT Edition 2 and NFT Edition 3

Esanti Games s.r.o.
Company Reg. No. (IČO): 09936254
Registered office: Pionýrů 315, Stráž pod Ralskem, Postcode 471 27, Czech Republic
Registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, File No. C 46665 (hereinafter also the "EG" or the "Issuer").

INTRODUCTORY PROVISIONS AND DEFINITIONS

EG is the developer and publisher of the computer game Esantirion: Secret of the Deep (hereinafter the "Project").

EG is responsible for the development, completion, release, marketing and subsequent sale of the Project. In order to finance the development and support of the Project, EG issues the NFT collection Esantirion: Secret of the Deep, and grants its holders the rights and performance set out in this Binding Declaration of the Company (hereinafter also the "Declaration").

The individual NFT editions are marked on the relevant NFTs and on the EG website as "Edition 1", "Edition 2" and "Edition 3".

Authenticity and Link to the Smart Contract

This Declaration is inseparably linked to the Smart Contract of EG deployed on the Polygon Mainnet network (Chain ID 137), address:
0xC1943C60e332328795A456414183d09F64BFC970

All obligations of EG set out in this Declaration are implemented technically by means of this Smart Contract, in particular as regards the administration and distribution of the NFTs and the execution of Reward payments in USDC.

In the event of any conflict between this Binding Declaration and the technical implementation in the Smart Contract, the legal obligation of EG under this document shall prevail; the Smart Contract serves as a technical means of its fulfilment.

OBLIGATION OF EG

EG undertakes to pay the NFT holders Rewards from each sold copy of the game "Secret of the Deep" (hereinafter the "Reward") in accordance with this Declaration.

The Rewards are paid in USDC (an ERC-20 token on the Polygon network) to the address of the wallet which is the holder of the relevant NFT as at the Decisive Day.

The NFT holder is entitled to Rewards for a period of:
• Bronze NFT – 2 years from the launch of the game
• Silver NFT – 3 years from the launch of the game
• Gold NFT – 4 years from the launch of the game

"Launch of the game" means the day of the public commercial release of the game Esantirion: Secret of the Deep (hereinafter also the "Launch Day"). **The Launch Day is scheduled for 11 November 2026 at 11:00 (CET).**
Where there are serious reasons for doing so, EG reserves the right to change the day of the launch of the game, in particular due to force majeure or other exceptional circumstances which could result in a substantial reduction of the expected number of sold copies of the game. In such a case, EG shall be obliged to announce the change of the date in advance on its website. The day of the launch of the game shall be postponed accordingly for the purposes of calculating the Reward period and the Decisive Day.

This period is the same for all holders of the given NFT category, regardless of the date of acquisition of the NFT.
The day following the last day of the period during which the NFT holder is entitled to Rewards shall, for the purposes of this Declaration, be referred to as the "Decisive Day".
Frequency of payment:

- Bronze NFT – payment every 3 months
- Silver NFT – payment every 2 months
- Gold NFT – payment every month

Amount of the Reward from each sold copy of the game:

- Bronze – the equivalent of EUR 0.0005 in USDC
- Silver – the equivalent of EUR 0.003 in USDC
- Gold – the equivalent of EUR 0.007 in USDC

(The EUR → USDC conversion shall be made at the ECB exchange rate valid as at the last day of the period.)

The payment shall always be made no later than by the 15th day of the month following the end of the payment period and shall include all sales processed by the distribution platforms up to the day on which the payment is made.

Buy-back of the NFT

Minimum holding period for the right to a future buy-back to arise:

- Bronze – 2 years from the purchase of the NFT
- Silver – 3 years from the purchase of the NFT
- Gold – 4 years from the purchase of the NFT

Values of the NFTs in the individual editions:

Edition 1:	Edition 2:	Edition 3:
Bronze – EUR 900	Bronze – EUR 950	Bronze – EUR 1,000
Silver – EUR 4,500	Silver – EUR 4,750	Silver – EUR 5,000
Gold – EUR 9,000	Gold – EUR 9,500	Gold – EUR 10,000

For the purposes of this Declaration, the Settlement Day means the day following the expiry of the minimum holding period of the relevant NFT set out above. The minimum holding period of the relevant NFT shall be counted from the day of its first transfer by the Issuer to the first holder.

On the Settlement Day, EG shall pay the NFT holder a purchase price corresponding to the value of the relevant edition set out in this Declaration. The value of the individual editions is set out in this Declaration and is at the same time displayed on the relevant NFT. The purchase price shall be paid by transfer of the stablecoin (USDC) to the wallet which is the owner of the relevant NFT at the moment of settlement.

The right to the buy-back of the NFT is a one-time right. It relates exclusively to the first settlement of the given NFT and expires at the moment the purchase price is paid. Once the settlement has been carried out, the relevant NFT no longer establishes any right to a further buy-back, regardless of the number of its subsequent transfers. EG shall provide the purchase price for the same NFT once only.

A person who acquires an NFT which has already been settled does not, by such acquisition, obtain the right to a buy-back. An acquirer who acquires an NFT from another acquirer and not from the Issuer is obliged to verify, before the acquisition, at https://www.esanti.games/settled-nfts/, whether the NFTs held by the transferor have already been settled.

After the Decisive Day, no further rights or claims towards EG arise in connection with the relevant NFT, with the exception of the claim to the final payment of the Reward pursuant to the following provision. The current holder is obliged to transfer the NFT to the wallet address designated by EG (hereinafter the "EG Wallet").

The claim to the final payment of the Reward for the last payment period arises to the holder only at the moment of the transfer of the relevant NFT to the EG Wallet. Until then, EG is not obliged to pay this Reward. The possibility to transfer the NFT for the purpose of establishing this claim is not limited in time.

FINAL PROVISIONS

This Binding Declaration shall be governed by the law of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

Disputes shall be resolved amicably and, as a last resort, by the competent courts of the Czech Republic.

If any provision is found to be invalid or unenforceable, the remaining parts shall remain in force and EG shall be obliged to adopt, without undue delay, a replacement provision which corresponds as closely as possible to the original purpose.

This Binding Declaration may be amended or supplemented only in writing.
This English version is a translation of the Czech original. In the event of any discrepancy between the Czech and the English version, the Czech version shall prevail.

Effective date: 30 September 2025

For and on behalf of Esanti Games s.r.o.
Dušan Krnáč, Managing Director