

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI315101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Akkadian Enterprises	02/14/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Play Perkz LLC
<b>Street Address:</b>	8545 W Warm Springs Rd A4
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89113
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9875499
<b>Patent Number:</b>	11080778
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	6508517210
<b>Email:</b>	alan@younglawfirm.com
<b>Correspondent Name:</b>	Mr. Alan W YOUNG
<b>Address Line 1:</b>	Young Law Firm, P.C.
<b>Address Line 2:</b>	4370 Alpine Road, Suite 202
<b>Address Line 4:</b>	Portola Valley, CALIFORNIA 94028
<b>ATTORNEY DOCKET NUMBER:</b>	PP7382
<b>NAME OF SUBMITTER:</b>	Alan YOUNG
<b>SIGNATURE:</b>	Alan YOUNG
<b>DATE SIGNED:</b>	06/21/2024
<b>Total Attachments: 24</b>	
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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") dated as of February 14th, 2024 (the "Signing Date") is entered into by and between Akkadian Enterprises, a Nevada corporation, ("Seller" or the "Company") and Play Perkz, a Nevada limited liability company ("Buyer"). Buyer and Seller are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

### RECITALS:

**WHEREAS**, Seller is the owner of rights, title and interest relating to the Service Window and On Demand product suite, including Beverage on Demand and associated Intellectual Property (the "Technology") and which are provided commercially pursuant to contracts with others (the "Business");

**WHEREAS**, the Parties have entered into a Memorandum of Understanding on or about July 25, 2023 relating to the transfer of the Business to Buyer (the "MOU");

**WHEREAS**, provided that the Contingent Requirement (as defined below) is satisfied, this Agreement supersedes the MOU, along with all prior agreements and understandings, setting forth the terms and conditions by which Seller will sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and assign the Assumed Liabilities (as defined below) to Buyer, and Buyer will purchase, in each case on an "AS IS" basis, except for the representations and warranties expressly set forth in Section 3 below, take delivery of and acquire such Purchased Assets and assume such Assumed Liabilities, in each case upon the terms and subject to the conditions set forth herein (the "Sale"); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

#### 1. Definitions.

1.1 Definitions. The following terms, as used herein, have the following meanings:

(a) "Action" means any action, claim, suit, litigation, arbitration, mediation, audit, investigation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution, of any kind whatsoever, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory.

(b) "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

(c) "Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in Las Vegas, Nevada are authorized or required by Law to close.

(d) "Closing" shall have the same meaning ascribed to it in Section 2.8 of this Agreement.

(e) "Closing Date" means the date of the Closing.

(f) "Contingent Requirement" means the execution of a separate written agreement by and between Seller, Buyer and IGT, which upon execution thereof shall be included herein as Exhibit B, whereby IGT agrees to transfer and assign to Buyer the Exclusive Distribution Agreement of May 18, 2011, including any additions and amendments thereto, and fully release Seller from any further obligations relating to the Exclusive Distribution Agreement as of the Closing Date.

(g) "Contract" means any contract or agreement that is binding upon a Person.

(h) "Gaming" or "Gaming Activities" means the conduct of gaming and gambling activities, or the manufacture, sale, lease, distribution, ownership or operation or use of gaming devices, equipment and supplies in the operation of a casino or other enterprise, including related and associated equipment.

(i) "Gaming Approvals" means all approvals, licenses, Permits, authorizations, registrations required, issued or granted by any Gaming Authorities that are necessary for the consummation of the Transactions contemplated hereby, including for (i) Seller to sell the Purchased Assets to Buyer in accordance with the terms hereof, (ii) Buyer to own, operate, manage, control and conduct Gaming Activities.

(j) "Gaming Authorities" means any Governmental Authority, board, commission, department or agency with regulatory control or jurisdiction over Gaming Activities, in any jurisdiction, including in the State of Nevada, the Nevada Gaming Commission and the Nevada Gaming Control Board.

(k) "Gaming Laws" means all laws, statutes, notices and ordinances pursuant to which the Gaming Authorities possess regulatory, Permit or licensing authority over Gaming Activities, and all rules and regulations, policies, resolutions or judgments, and gaming approval or license conditions or restrictions promulgated from time to time by such Gaming Authorities thereunder.

(l) "Governmental Authority" means any (i) government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), (iii) any administrative, executive, judicial, legislative, police, regulatory or taxing authority, arbitral body (public or private) or other body entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature; or (iv) any Person acting pursuant to a grant of authority from a Governmental Authority, in the case of any of clause (i) through (iv), whether federal, state, local,

municipal, foreign, supranational or of any other jurisdiction, including the Gaming Authorities.

(m) “Governmental Authorization” means any Permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

(n) “Intellectual Property Rights” means all intellectual property rights arising under the Laws of any jurisdiction, including: (i) patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable or reduced to practice); (ii) trademarks (registered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists (including all wholesale, retail and commercial customer account lists, whether active or inactive including complete contact information), bills of materials, construction drawings, proprietary information, proprietary processes and formulae, databases and data collections (including data warehouses including for gaming performance data); (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions and development tools; and (vi) all documentation and media constituting, describing or relating to the above, including manuals, memoranda and records.

(o) “Knowledge of Seller” or any other similar knowledge or awareness qualification in this Agreement means the actual knowledge of a responsible officer of Seller.

(p) “Law” means all laws (including common law), by-laws, statutes, rules, acts, regulations, codes, Orders, determinations, guidance, settlements, ordinances, registration requirements, disclosure requirements and other pronouncements or guidance having the force or effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any other Governmental Authority.

(q) “Liability” means any claim, debt, liability, obligation, tax, demand, obligation or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed or unfixed, absolute or contingent, matured or unmatured, direct or indirect, accrued or unaccrued, perfected or unperfected, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any Contract or tort, whether based on negligence, strict liability or otherwise whether or not the same would be required by United States generally accepted accounting principles in effect from time to time (“GAAP”) to be stated in financial statements or disclosed in the notes thereto), and including all costs and expenses related thereto.

(r) "Lien" means, with respect to any property or asset, any legal or equitable, any mortgage, lien (statutory or otherwise), deed of trust, pledge, hypothecation, security interest, Claim, encumbrance, restriction, option, right of first refusal or finance lease. For the avoidance of doubt, the definition of Lien shall not include any license or sublicense of Intellectual Property Rights granted by Seller pursuant to an Assumed Contract.

(s) "Order" means any award, decision, decree, order, directive, injunction, ruling, judgment, writ or consent of or entered, issued, made or rendered by any Governmental Authority.

(t) "Patents" means US patent No. 9,875,499, Canadian Patent No. 2,976,117 and US Patent 11,080,778, including any respective continuations, reissues or reexaminations thereof.

(u) "Permits" means licenses, permits, approvals, certificates, authorizations, testing certifications, testing reports, compliance results, operating permits, orders, registrations, variances, plans, exemptions and other similar documents and authorizations, required under any Gaming Laws for the Gaming Activities, and issued by or obtained from any Governmental Authority, or an agent or entity on its behalf, under the authority thereof or pursuant to any Law.

(v) "Permitted Encumbrances" means all encumbrances waived in writing by Buyer and any encumbrances and restrictions imposed on the Purchased Assets by operation of any Gaming Laws.

(w) "Person" means an individual, corporation, partnership, limited liability company, association, joint venture, trust, arbiter or other entity or organization, including a Governmental Authority.

(x) "Pre-Closing Liabilities" mean all Liabilities of Seller or any of its Affiliates or relating to the Business, Technology or the Purchased Assets to the extent resulting from, arising out of or attributable to facts, events, activities, developments, conditions, circumstances or occurrences that existed or occurred on or prior to the Closing.

(y) "Trademarks" means all names used in Business, including but not limited to the trademarks listed in Schedule 2.1(c).

(z) "Transactions" means the transactions contemplated by this Agreement, the Assignment and Assumption Agreement, and any other agreements, instruments or documents entered into pursuant to this Agreement (each a "Transaction Agreement" and collectively "Transaction Agreements").

## **2. Purchase and Sale.**

2.1 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, and satisfaction of the Contingent Requirement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's rights, title and interest as of the Closing Date in and to those items expressly listed in

Sections 2.1(a) – Error! Reference source not found. below (the “Purchased Assets”) excluding the Excluded Assets and subject to the License Back, free and clear of all Liens (other than the Assumed Liabilities and Permitted Encumbrances):

(a) the hardware, including any data, firmware or software contained thereon, set forth on Schedule 2.1(a) (the “Hardware”), some or all of which is acknowledged by Buyer as being in the possession of Buyer as indicated in Scheduled 2.1(a);

(b) all rights of Seller under the executory contracts set forth on Schedule 2.1(b) (the “Assumed Contracts”);

(c) the items set forth on Schedule 2.1(c) (“Intellectual Property Rights”) and all rights to collect royalties and other proceeds and payments in connection with any of the foregoing, and all rights to sue and recover for any infringement, dilution, misappropriation or other violation of any such Intellectual Property Rights as of the Effective Date of the MOU;

(d) all goodwill associated with the Business and the Purchased Assets, including all goodwill associated with the items transferred by Seller;

2.2 Excluded Assets. No other properties or assets of Seller shall be transferred, conveyed, sold or assigned to Buyer hereunder unless expressly identified in the Purchased Assets.

2.3 License Back. Buyer hereby grants to Seller, a non-transferrable, non-exclusive, sublicensable, non-terminable (other than by expiration thereof), license to the Patents for the forty-eight (48) month term commencing on the Closing Date.

#### 2.4 “AS IS” SALE.

(a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 BELOW, THE PURCHASED ASSETS ARE BEING SOLD IN AN “AS IS” CONDITION AND “WITH ALL FAULTS”, INCLUDING ANY PRE-CLOSING LIABILITIES, AS OF THE CLOSING DATE, AND SUCH SALE IS WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND TO OR BY SELLER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW, WHICH RECOURSE, REPRESENTATIONS, AND WARRANTIES (EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 BELOW) ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

(b) BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON ITS OWN (OR ITS REPRESENTATIVES’) INSPECTIONS, EXAMINATIONS AND EVALUATIONS OF THE PURCHASED ASSETS AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 BELOW. BUYER ACKNOWLEDGES THAT BUYER HAS (OR BUYER’S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE,

INSPECTED AND EXAMINED THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PURCHASED ASSETS AND ALL OTHER ASPECTS OF THE PURCHASED ASSETS, AND BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3 BELOW, BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PURCHASED ASSETS AND IS QUALIFIED TO MAKE SUCH INSPECTION, EXAMINATION AND EVALUATION.

2.5 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, the Liabilities and obligations of Seller or the Business arising under the Assumed Contracts, in each case solely to the extent such liabilities and obligations arise entirely from the operation of the Business by Buyer after the Closing and any other Claim against or Liability of Seller of whatever nature, whether presently in existence or arising hereafter, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted (the "Assumed Liabilities").

2.6 Assumption/Assignment of Contracts and Rights. Other than the Contingent Requirement, any Assumed Contracts shall be assumed by, and assigned to, Buyer at the Closing. This Agreement shall not constitute an agreement to assign any Assumed Contracts that is not assignable or transferable without the consent of any Person, other than Seller or Buyer, to the extent that such consent shall not have been given prior to the Closing; provided, however, that Seller and Buyer shall use, whether before or after the Closing, reasonable efforts to obtain all necessary consents to the assignment and transfer thereof.

2.7 Consideration. The consideration shall include payment to Seller in the amount of One Thousand Dollars (\$1,000) (the "Purchase Price"). The Purchase Price will be payable at the Closing.

2.8 Closing. Unless this Agreement shall have been terminated pursuant to Section 8, the Contingent Requirement has not been met, or the Parties have otherwise mutually agreed in writing, the closing (the "Closing") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall be conducted remotely via the electronic exchange of documents and signatures no later than ten (10) Business Days after the satisfaction or waiver (by the Party entitled to the benefit of such condition) of any conditions set forth herein (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or, if permissible, waiver of such conditions), unless another time or date is agreed to in writing by the Parties hereto. Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Buyer (unless delivered previously) the following: a Bill of Sale, Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit A (the "Assignment and Assumption Agreement"), duly executed by Seller;

(b) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto);



(c) physical possession of any of the Purchased Assets not already in the possession of the Buyer as of the Closing which are capable of passing by delivery, with the intent that title in such Purchased Assets shall pass by and upon delivery;

(d) a duly executed assignment agreement or agreements transferring the Intellectual Property Rights to Buyer; and

(e) any other documents, instruments and writings (i) reasonably requested by Buyer to be delivered by Seller at or prior to Closing pursuant to this Agreement and (ii) in each case, that are necessary to implement the Transactions contemplated hereby or the agreements of the Parties set forth herein.

2.10 Deliveries by Buyer. At the Closing, Buyer will deliver or cause to be delivered to Seller (unless previously delivered) the following:

(a) the Purchase Price;

(b) the Assignment and Assumption Agreement, duly executed by Buyer; and

(c) any other documents, instruments and writings (i) reasonably requested by Seller to be delivered by Buyer at or prior to Closing pursuant to this Agreement and (ii) in each case, that are necessary to implement the Transactions contemplated hereby or the agreements of the Parties set forth herein.

### **3. Representations and Warranties of Seller.**

Subject to the terms, conditions and limitations set forth in this Agreement, Seller hereby represents and warrants to Buyer as of the date of this Agreement and as of the Closing as follows:

3.1 Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full legal capacity, right, power and authority to enter into this Agreement.

3.2 Authorization. The execution, delivery and performance by Seller of this Agreement and the consummation of the Transactions are within Seller's powers and have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

3.3 Litigation. As of the Signing Date, there is no action, suit, investigation or legal or administrative proceeding pending or, to the Knowledge of Seller, threatened, against or affecting the Purchased Assets (by any Governmental Entity or Person), including real estate tax assessment appeals, which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

3.4 Assumed Contracts.

(a) Schedule 2.1(b) sets forth a list of each Assumed Contract, as of the Signing Date of this Agreement.

(b) Each Assumed Contract is to the Knowledge of Seller believed to be valid and binding on Seller and each other party thereto and in full force and effect.

3.5 Intellectual Property Rights. Seller has not received any written complaint, claim, demand or notice alleging infringement, misappropriation or other violation of the Intellectual Property Rights of any Person.

3.6 Acknowledgement of No Other Representations or Warranties. Except as specifically and expressly set forth in this Section 3, Seller makes no representations or warranties of any kind to Buyer.

**4. Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing as follows:

4.1 Organization. Buyer is duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization and is in good standing in each jurisdiction where the ownership, leasing or operation of the Purchased Assets or the conduct of the Business would be required for the fulfilment of obligations pursuant to the Assumed Contracts.

4.2 Authority. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Agreements to which Buyer is a party and the consummation of the Transactions are within the requisite power and authority of Buyer and have been duly authorized by all necessary actions on the part of Buyer. Assuming the due authorization, execution and delivery of this Agreement and the other Transaction Agreements, this Agreement and each other Transaction Agreement to which Buyer is a party constitutes a valid and binding agreement of Buyer that is enforceable in accordance with its terms.

4.3 No Conflict; Required Filings and Consents. Buyer has obtained any Governmental Authorizations including Gaming Approvals needed to operate the Business and the consummation by Buyer of the Transactions contemplated by this Agreement and the other Transaction Agreements will: (i) not conflict with or violate any provision of the charter, bylaws or any equivalent organizational or governing documents of Buyer; (ii) conflict with or violate any Law applicable to Buyer or any of its properties or assets; or (iii) require any third party consent.

4.4 Litigation. There is no Action pending against or, to the knowledge of Buyer, threatened against or affecting Buyer before any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

**5. Covenants of Seller.** Seller agrees that:

5.1 Access to Personnel. After the Signing Date until the earlier of the termination of this Agreement pursuant to Section 88.1 or the Closing Date, Seller shall reasonably afford to Buyer and its counsel, accountants and other representatives, access (at reasonable times during

normal business hours) to personnel or staff of Seller with knowledge of the Business and the Purchased Assets.

5.2 Conduct of Business by the Company Pending the Sale. Seller agrees that, between the Signing Date and the Closing, other than as expressly contemplated or required by the MOU or any other provision of this Agreement, as required by applicable Law or by any Governmental Authority of competent jurisdiction, Seller shall be responsible for the continuing operation of the Business, provided that Buyer and Seller agree that Buyer shall be permitted to assist Seller in the Business, at Seller's sole discretion, including by permitting Buyer to conduct its operations in the ordinary course of business consistent with past practice and to maintain and preserve the value, customer and supplier relationships, employee relationships of the Business and the Purchased Assets.

5.3 Appropriate Action; Consents; Filings. Each Party shall use its respective reasonable best efforts to obtain any third party or Governmental Authorities' consents necessary or advisable in connection with the Transactions contemplated by this Agreement.

**6. Covenants of Buyer and Seller.** Buyer and Seller agree that:

6.1 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Buyer and Seller will use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the Transactions contemplated by this Agreement. Seller and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary in order to vest in Buyer good title to the Purchased Assets or to evidence the assumption by Buyer of the Assumed Liabilities at the Closing; *provided, however*, that any such documents, certificates, agreements, other writings, or actions requested of Seller after the Closing Date shall be subject to Seller's continued corporate existence, and shall not be required of Seller following the a dissolution of Seller.

6.2 Certain Filings and Consents. Seller and Buyer shall cooperate with one another in good faith (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any consents are required to be obtained from parties to any Assumed Contracts or Intellectual Property Rights, in connection with the consummation of the Transactions, and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking to timely obtain any such Consents.

6.3 Confidentiality. Seller shall, and shall cause its respective Affiliates to, and their respective Advisors to from and after the Closing Date not disclose any information concerning the Purchased Assets and the Assumed Liabilities, in each case except to the extent required to disclose such information by applicable Law or can otherwise show that such information is generally available to and known by the public through no fault of any such Person. If any of Seller or any of its Affiliates or their respective Advisors is compelled to disclose any information by judicial or administrative process or by other requirements of Law, to the extent permitted by Law, such Person shall promptly notify Buyer in writing and shall disclose only that portion of such information which such Person is advised by counsel is legally required to be disclosed. If requested by Buyer, such Person shall reasonably cooperate with Buyer's efforts to obtain an

appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

## **7. Tax Matters.**

7.1 Tax Cooperation. Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of any tax returns, the making of any election relating to taxes, the preparation for any audit or examination by any taxing authority, and the prosecution or defense of any Claim, or other Action relating to any tax. Seller and Buyer shall cooperate with each other in good faith in the conduct of any audit or other Action relating to taxes involving the Purchased Assets or the Business.

7.2 Taxes. All transfer, documentary, sales, use, stamp, registration and other such taxes and fees (including any penalties and interest thereon) incurred in connection with this Agreement shall be borne by Buyer, and Buyer shall file all necessary tax returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other taxes and fees, and if required by applicable Law. The cost of filing any such tax returns shall be borne by Buyer.

## **8. Termination.**

8.1 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing: (i) by mutual written agreement of Seller and Buyer; or (ii) by Seller, upon a breach of any covenant or agreement by Buyer, or if the Contingent Requirement has not been satisfied within thirty (30) days of the Signing Date.

8.2 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the Parties in connection with this Agreement and the Transactions contemplated hereby shall be paid by the Party incurring such cost or expense.

## **9. Miscellaneous.**

9.1 Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including via electronic mail) and, subject to Section 9.29.2 with respect to clauses (a) and (b), shall be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (so long as no error message is generated), (c) the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party:

If to Akkadian Enterprises

7175 W. Post Road  
Las Vegas, NV 89113  
Attn: Linyi Feng, President

With Copy to: MARK. Hettinger@ARUZEGlobal.com

If to Play Perkz: Play Perkz  
8545 W. Warm Springs Road A4-145  
Las Vegas, NV 89113  
Attn: Georg Washington, Manager

With Copy to: Ken Creighton, Esq.  
Guild Gallagher & Fuller, Ltd.  
100 W. Liberty Street, Suite 800  
Reno, NV 89501

9.2 Receipt of Notice. All such notices, requests and other communications provided pursuant to Sections 9.1(a) and 9.1(b) shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

9.3 Limitation on Damages. No Party shall be authorized to recover from the other Party any special, consequential, indirect, incidental, special, exemplary or punitive damages arising out of this Agreement or the exercise of its rights or the performance of its obligations hereunder, or any lost profits arising out of this Agreement, in each case, however caused and on any theory of liability, whether in contract, tort, negligence, breach of statutory duty, or otherwise, regardless of any notice of such damages. Notwithstanding the foregoing, nothing in this Agreement will limit or prevent any Party from making any claim or recovering any losses or other amounts from the other party in the event of fraud.

9.4 Buyer's Release of Seller. With the exception of duties and obligations arising under this Agreement, Buyer does hereby fully release and forever discharge Seller and its Affiliates, agents, employees, representatives, attorneys, accountants, successors and assigns of and from any and all claims, debts, demands, accounts, accountings, costs, fees, charges, obligations, contracts, agreements, actions, causes of action, claims and claims for relief of every kind and nature whatsoever, known and unknown, anticipated and unanticipated, suspected and unsuspected, past and present, including any claims arising out of the MOU, this Agreement, the Transaction Agreements, the Technology, the Business, and the Transactions contemplated herein.

9.5 Waivers. Any provision of this Agreement may be waived only in a writing executed by the Person against which enforcement of such waiver is sought. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative.

9.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions contemplated hereby are fulfilled to the extent possible.

9.7 Successors and Assigns. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other Party. All of the terms and provisions of this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective, heirs, successors and permitted assigns.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Nevada, without regard to the principles of conflicts of Law that would provide for application of another Law.

9.9 Jurisdiction. The Parties agree that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought exclusively in the federal and state courts of Clark County, Nevada and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any Action which is brought in any such court has been brought in an inconvenient forum.

9.10 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

9.11 Entire Agreement; Amendments; Counterparts. This Agreement (including the Schedules and Exhibits hereto) sets forth the entire agreement between the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Buyer and Seller. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party. In the event of any conflict or inconsistency between the statements in this Agreement and the Bidding Procedures, the statements in this Agreement shall control.

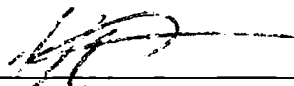
9.12 Headings; Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the Signing Date.

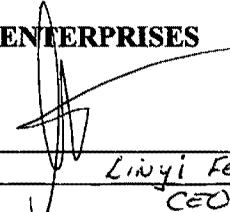
**BUYER:**

**PLAY PERKZ, LLC**

By:   
Name: Georg Washington  
Title: Managing Member

**SELLER:**

**AKKADIAN ENTERPRISES**

By:   
Name: Lingyi Feng  
Title: CEO

**EXHIBIT A**

**Form of Bill of Sale, Assignment and Assumption Agreement**

[See attached.]



## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of February 14th, 2024, by and among AKKADIAN ENTERPRISES ("Seller"), and PLAY PERKZ, LLC ("Buyer").

### Recitals:

This Agreement is being executed in connection with that certain Asset Purchase Agreement dated as of February 14th, 2024 (the "Asset Purchase Agreement"), entered into by and among Buyer and Seller. Pursuant to the Asset Purchase Agreement, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain assets, properties and rights of Seller, as more fully described in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Definitions; Construction. Unless the context otherwise requires, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement. The covenants and agreements contained in this Agreement shall be governed by and subject to the terms of the Asset Purchase Agreement.
2. Sale and Assignment. Seller hereby sells, contributes, transfers, conveys, assigns and delivers to Buyer the Purchased Assets as contemplated in accordance with the terms of the Asset Purchase Agreement.
3. Assignment. As of the date hereof, Seller hereby transfers and assigns to Buyer all of Seller's rights, interests and benefits whatsoever in the Assumed Contracts, subject to and in accordance with the terms of the Asset Purchase Agreement.
4. Assumption of Liabilities. As of the date hereof, Buyer hereby assumes and shall hereafter pay, discharge and perform the Assumed Liabilities set forth in the Asset Purchase Agreement.
5. Further Assurances. The parties agree that, at any time and from time to time after the execution of this Agreement, upon the request of the other party and at the requesting party's expense, they will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances or assurances as may be required in order to consummate the Transactions contemplated by this Agreement.
6. Purchase Agreement. Nothing contained in this Bill of Sale and Assignment and Assumption Agreement shall be deemed to enlarge, modify, alter, supersede or otherwise affect any of the obligations, agreements, covenants, representations or warranties of Buyer or Seller contained in the Asset Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and Assignment and Assumption Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

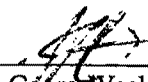
8. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Nevada, without regard to the principles of conflicts of Law that would provide for application of another Law.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

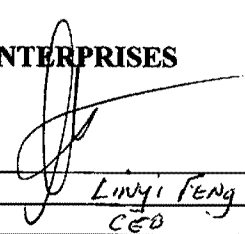
**BUYER:**

**PLAY PERKZ**

By:   
Name: George Washington  
Title: Managing Member

**SELLER:**

**AKKADIAN ENTERPRISES**

By:   
Name: Lingyi Feng  
Title: CEO

**EXHIBIT B**

[Copy of Executed Consent and Assumption Agreement]

SCHEDULE 2.1(a)  
[Hardware]

2 - Laptop Computers

1 - Dell PowerEdge R610 unracked server (Service Tag: 2530XQ1)

1 - Test Station Assembly consisting of the following:

- 1 - Rolling cart
- 1 - 27" touchscreen monitor with power supply (SN:2719ITA019)
- 1 - Advantech DPX-S435 1806-T motherboard (LKA4745166) Development Station Assembly (GSA0170923) with expansion Board, associated connectors and power supply
- 1 - IGT UGA (SN:190635059) with EPII board, card reader, VFD display, power supply and associated cables
- 1 - Shuttle computer (SN:85R-PC6310-1000) with power cord
- 1 - Wired Keyboard

1 - Package of miscellaneous documents related to the functionality of the On Demand Suite product

1 - Package of miscellaneous CompactFlash drives for the TFT and UGA units

1 - Package of IGT CDs for the SBX, Intelligent Bonusing and ACE system product

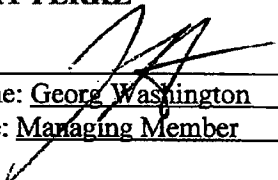
**BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF CERTAIN PROPERTY**

Buyer hereby acknowledges that the "2 laptop computers" identified in this Schedule are in its possession, having received the 2 laptop computers prior to the Signing Date:

Buyer agrees to maintain the property in good condition and assumes all financial responsibility for damages prior to Closing. Should this Agreement terminate, Buyer shall return the property to Seller in the same condition received except for reasonable wear and tear.

**BUYER:**

**PLAY PERKZ**

By:   
Name: Georg Washington  
Title: Managing Member

SCHEDULE 2.1(b)  
[Assumed Contracts]

Exclusive Distribution Agreement by and between IGT and Synergy Blue, LLC effective as of May 18, 2011, and assigned and assumed by Akkadian Enterprises on or about April 26, 2022, which includes:

- Product Addendum last dated May 19, 2011;
- Software Maintenance Agreement last dated May 19, 2011;
- Amendment to Exclusive Distribution Agreement dated April 4, 2012;
- Product Addendum No. 2;
- Amendment to Exclusive Distribution Agreement dated June 18, 2012;
- Product Addendum No. 3;
- Amendment to Exclusive Distribution Agreement dated June 18, 2012;
- Product Addendum No. 4;
- Amendment to Exclusive Distribution Agreement dated November 1, 2012;
- Product Addendum No. 5;
- Consent, Assignment, Assumption and Amendment Agreement dated December 31, 2012;
- Amendment to Exclusive Distribution Agreement dated January 15, 2013;
- Product Addendum No. 6;
- Amendment to Exclusive Distribution Agreement dated March 21, 2013;
- Product Addendum No. 7;
- Amendment to Exclusive Distribution Agreement dated October 11, 2013;
- Product Addendum No. 8;
- Amendment to Exclusive Distribution Agreement dated June 15, 2013; and
- Product Addendum No. 9

SCHEDULE 2.1(c)  
[Intellectual Property]

US Patents

<u>Application Serial No.</u>	<u>Patent No.</u>
15/045,234	9,875,499
15/876,097	11,080,778

Canadian Patents

<u>Patent No.</u>
2,976,117

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Goods/Services with Class</u></b>
CAGE ON DEMAND	Canada	Pending	2240582	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
CAGE ON DEMAND	USA	Pending	97/561326	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
CHIPS ON DEMAND	Canada	Pending	2240569	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
CHIPS ON DEMAND	USA	Pending	97/561365	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Goods/Services with Class</u>
FOOD ON DEMAND	Canada	Pending	2240576	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
FOOD ON DEMAND	USA	Pending	97/561342	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
MARKER ON DEMAND	Canada	Pending	2240573	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
MARKER ON DEMAND	USA	Pending	97/561305	N/A	Class 42 : PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS



<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Goods/Services with Class</u>
BEVERAGE ON DEMAND	USA	Registered	85/641450	4251856	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
BEVERAGE ON DEMAND	USA	Pending	98/013777	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
BEVERAGE ON DEMAND	CA	Pending	2294442	N/A	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
BEVERAGE ON DEMAND BOD (Logo)	Australia	Registered	1802607	1802607	Class 09: DOWNLOADABLE SOFTWARE APPLICATIONS (APPS) IN RELATION TO PURCHASE OR DELIVERY OF GOODS; SOFTWARE IN RELATION TO PURCHASE OR DELIVERY OF GOODS; DOWNLOADABLE SOFTWARE APPLICATIONS (APPS) IN RELATION TO ORDERING FOOD AND BEVERAGES; SOFTWARE IN RELATION TO ORDERING FOOD AND BEVERAGES; INTERACTIVE ENTERTAINMENT SOFTWARE FOR USE WITH ORDERING FOOD AND BEVERAGES; SOFTWARE FOR USE IN ENTERTAINMENT DEVICES OR MACHINES FOR THE PURPOSE OF ORDERING FOOD AND DRINKS SOFTWARE FOR USE IN GAMING MACHINES FOR THE PURPOSE OF ORDERING FOOD AND DRINKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Goods/Services with Class</u>
HOST ON DEMAND	USA	Registered	85/904964	4449292	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS
SECURITY ON DEMAND	USA	Registered	85/698824	4680085	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS, NAMELY, FOR MESSAGING SAID POINT OF SERVICE/SALE TRANSACTIONS BETWEEN PLAYERS AND THE CASINO FOR USE IN CASINOS, AND NOT RELATED TO OR INCLUDING COMPUTER SOFTWARE FOR AUTHENTICATING OR AUTHENTICATION SOFTWARE; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS, NAMELY, FOR MESSAGING SAID POINT OF SERVICE/SALE TRANSACTIONS BETWEEN PLAYERS AND THE CASINO FOR USE IN CASINOS, AND NOT RELATED TO OR INCLUDING COMPUTER SOFTWARE FOR AUTHENTICATING OR AUTHENTICATION SOFTWARE
WEATHER ON DEMAND	USA	Registered	85/904968	4472769	Class 42: PROVIDING TEMPORARY USE OF A WEB-BASED SOFTWARE APPLICATION FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE FOR PERFORMING SECURE POINT OF SALE AND POINT OF SERVICE TRANSACTIONS