TOKEN SALE & PARTNERSHIP AGREEMENT

BETWEEN

Orbiko Solutions Limited (trading as Orbiko) "**OSGT Token**", "**Orbiko Solutions Gold Token**", a company registered in England and Wales under company registration number 12069827. Our registered office is at 14 Queen Square, Bath, BA1 2HN. (Hereinafter referred to as "**Orbiko**").

AND

DJCK Token Proprietary Limited (trading as doublejack) "**DJCK Token**" a company registered in South Africa under company registration number 2023/568984/07. Our registered office is at PostNet Suite 273, Private Bag X15, Somerset West, 7130. (Hereinafter referred to as "**doublejack**").

The Parties are entering into this Agreement in order to outline their mutual understanding regarding a strategic partnership that involves the development of a gold-backed cryptocurrency pricing model.

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1. BACKGROUND.

This Agreement manifests the amalgamation of two distinct but harmonious worlds: one where gold, the traditional store of value, meets the digital universe of cryptocurrencies. Herein, Orbiko Solutions Limited and DJCK Token Proprietary Limited unite to foster a symbiotic relationship that embraces the stability of gold and the technological prowess of blockchain-based digital currencies.

Orbiko Solutions Limited, a company registered in England and Wales, has developed a unique gold-backed cryptocurrency, OSGT. The OSGT token, which trades in British Pounds, holds a particular advantage in the financial world, combining the time-tested reliability and universal recognition of gold with the flexibility, global reach, and security features of digital assets. OSGT maintains a steady and reliable value peg, where each token is equivalent to one gram of physical gold. The concept, as elucidated in Orbiko's whitepaper, introduces a viable mechanism to hedge against the volatile movements commonly associated with cryptocurrencies while also leveraging their advantages.

On the other hand, DJCK Token Proprietary Limited, a South African registered company that is wholly owned by doublejack.world limited in the British Virgin Islands, has made strides in the digital currency world with its native token, DJCK. The doublejack token operates in a multi-currency environment, but primarily deals in South African Rand due to regulatory alignment with Pronexus in South Africa. This framework allows for seamless operation and offers users a wide range of options in terms of dealing with their digital assets.

The collaboration between these two entities stems from a shared vision to offer stability and security in the digital currency markets while also capitalising on the efficiency and scalability of these digital solutions. In a landscape where price fluctuations and security concerns often deter potential investors, a solution combining the traditional safe-haven appeal of gold and the innovative functionalities of cryptocurrencies can provide the much-needed balance.

The partnership agreement aims to lay the groundwork for doublejack's cryptocurrency, DJCK Token, to be priced based on Orbiko's gold-backed OSGT tokens. This mutual agreement will navigate the crossroads of technology and finance, synthesizing traditional monetary systems' stability with the digital world's agility. It will mark a significant advancement in tokenomics, enriching the crypto landscape with a more stable and reliable form of digital currency.

The Agreement also exemplifies the spirit of innovation and collaboration, as both companies bring their unique strengths to the table. Orbiko's groundbreaking approach in tethering the digital value of OSGT tokens to physical gold provides a robust foundation upon which doublejack can build its tokenomics model. Concurrently, doublejack, with its broad multi-currency operations and strong foothold in the South African market, provides a significant platform to increase the reach and applicability of gold-backed tokens.

In essence, this strategic partnership signals a revolutionary step in crypto-finance, presenting a holistic solution that could potentially reshape perceptions and inspire widespread adoption of digital currencies. By aligning the robustness of gold with the dynamism of cryptocurrencies, Orbiko and doublejack are poised to unlock a new frontier in financial innovation

2. NATURE OF AGREEMENT.

This Agreement is intended to capture the understanding and intentions of the Parties as they enter into this strategic partnership. The primary objective of the partnership is to develop and implement a new tokenomics model where doublejack's cryptocurrency, DJCK Token, will be priced based on Orbiko's gold-backed OSGT tokens.

The key highlights of the agreement is stipulated below:

2.1. Alignment of Visions:

2.1.1. The Agreement signifies a mutual alignment of the parties' business visions, seeking to fuse the stability of gold with the versatility of

cryptocurrencies. It paves the way for a ground-breaking financial solution that combines traditional and digital assets.

2.2. Tokenomics Model:

2.2.1. A key tenet of this Agreement is the development and implementation of a new tokenomics model. In this model, the DJCK Token will be priced according to 50% of the value of 1 (one) OSGT token which is backed by 1 gram of physical gold, effectively backing the DJCK token with the stability of gold.

2.3. Strategic Partnership:

2.3.1. This Agreement formally establishes a strategic partnership between Orbiko and doublejack. Both parties agree to leverage each other's strengths, Orbiko's gold-backed tokens and doublejack's multi-currency operations, to enhance the tokenomics of the DJCK token.

2.4. Currency Stability:

2.4.1. A significant goal of this Agreement is to provide a stable alternative to the traditional volatility of the cryptocurrency market. By tying DJCK's value to a portion of the OSGT token (50% backing), the parties hope to mitigate risk and offer a more predictable digital asset.

2.5. Market Reach:

2.5.1. The Agreement aims to expand the market reach of both Orbiko and doublejack. doublejack's influence in the igaming industry covering over 190 countries and its collaboration with Pronexus provides a substantial platform for the distribution and recognition of OSGT tokens.

2.6. Collaborative Growth:

2.6.1. The parties agree to foster a collaborative environment conducive to mutual growth and the advancement of their shared goals. They commit to regular communication and joint problem-solving.

2.7. Regulatory Compliance:

2.7.1. The Agreement commits both parties to uphold the highest standards of regulatory compliance.

2.7.2. DJCK, primarily dealing in South African Rand, will continue to adhere to the local regulations with Pronexus.

2.7.3. OSGT, primarily dealing in British Pound, will continue to adhere to the local regulations as set out in the United Kingdom.

2.8. Product Enhancement**:**

2.8.1. This Agreement is not only a financial collaboration but a technological one. The parties intend to harness the opportunity for product enhancement, using the gold-backed model to improve the DJCK token's performance and utility.

2.9. Risk Management**:**

2.9.1. The parties agree to collaboratively manage the risks associated with digital assets, foreign exchange, and the gold market. This partnership provides a platform for sharing expertise in these areas to mitigate potential risks.

2.9.2. Each party is responsible at its own expense to cover legal and regulatory costs associated with the agreement entered into.

2.10. Future Innovation**:**

2.10.1. The Agreement embodies the parties' commitment to ongoing innovation. While the focus is on the integration of the OSGT and DJCK tokens, the partnership leaves room for future collaborative projects that further the goal of blending traditional and digital financial systems.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES.

3.1. Orbiko's Role**:**

3.1.1. As the entity responsible for the gold-backed OSGT tokens, Orbiko has the crucial task of maintaining the accuracy of the gold API feed used to determine the OSGT token price.

3.1.2. Orbiko also shoulders the responsibility of ensuring transparency in the token's gold backing and managing the gold reserves that support the OSGT token.

3.1.3. It is crucial for Orbiko to promptly communicate any significant fluctuations in gold prices to doublejack, facilitating timely adjustments in DJCK's pricing.

3.1.4. An API integration will be provided that automatically feed the price of the OSGT token to the DJCK token ensuring the DJCK token is backed by 50% of the OSGT token.

3.1.5. The OSGT token price will be given to doublejack in British Pound with the currency symbol "£", it is the responsibility of doublejack to accurately convert the OSGT token into the correct currency of their choosing.

3.1.6. Orbiko will conduct an audit at the end of each financial quarter (90 days) which will be publicly displayed on www.orbiko.co.uk in order to showcase the physical gold reserves that are matched with the OSGT token sales.

3.2. doublejack's Role:

3.2.1. doublejack's primary responsibility is to incorporate the new tokenomics model, linking the value of the DJCK token to 50% of OSGT token's value plus 10% to cover its operations as defined in the tokenomics.

3.2.2. This involves not only the technical aspect of token integration but also the management of multi-currency operations due to its trading primarily in Rand.

3.2.3. Furthermore, doublejack needs to communicate regularly with Orbiko to keep track of changes in the gold price and adjust the DJCK token price accordingly.

3.2.4. doublejack will integrate the API feed that is provided by Orbiko and convert it to its currency of choosing.

3.2.5. doublejack has appointed Pronexus as its CASP (Crypto Asset Service Provider) that also plays a Crypto Custody and Treasury role. The responsibilities of Pronexus is defined in point 3.4.

3.3. doublejack.world Limited's Role:

3.3.1. As the licensed gambling service provider, doublejack.world Limited must continue offering its services in compliance with all relevant regulations.

3.3.2. The company is responsible for maintaining fair and transparent operations, upholding responsible gambling practices, and ensuring a secure and reliable platform for its users.

3.3.3. Additionally, doublejack.world Limited must remain mindful of the implications of the new tokenomics model on its gambling operations and manage any associated risks at its own cost.

3.3.4. doublejack.world must conduct with the help of Pronexus, an audit report to be displayed on their website at the end of each financial quarter (90 days) in order to showcase the physical gold reserves that are matched with the DJCK and OSGT token sales.

3.4. Pronexus' Role:

3.4.1. As the custodian of doublejack's tokens, Pronexus is tasked with ensuring the secure storage and management of DJCK tokens in compliance with the laws and regulations of the FSCA (Financial Sector Conduct Authority) and the interim regulations for Crypto Asset Service Providers as stipulated by the FSCA.

3.4.2. Pronexus must also ensure full regulatory compliance, adhering to South African regulations and international standards for cryptocurrency operations. This entails regular reporting, compliance checks, and risk assessments.

3.4.3. Pronexus also needs to facilitate the exchange and transaction processes involving DJCK tokens in line with the new tokenomics model.

3.4.4. Pronexus will conduct an independent review and audit report on behalf of the DJCK token specifying the total tokens purchased/sold and the funds transferred to Orbiko that reflect the physical gold reserves.

3.4.5. The cost of the audit will be incorporated in the tokenomics model defined in a separate agreement between Pronexus and DJCK token.

3.5. Mutual Responsibilities:

3.5.1. Besides their individual roles, all parties share a responsibility to communicate effectively, share relevant information, and collaboratively address challenges.

3.5.2. They should commit to maintaining the partnership's integrity, working together to achieve the mutual goal of successfully implementing the gold-backed tokenomics model.

3.5.3. All parties will act independently and will not influence any other party in any manner or form that is unlawful or intimidating in any way.

3.5.4. All parties agree to stay up to date with the latest regulatory and legal frameworks for its jurisdiction.

3.5.5. Any legal or regulatory council will be solely at the expense of the party seeking it and will not be shared amongst the parties.

4. TOKEN PRICING AND DISTRIBUTION.

4.1. The Parties agree that the DJCK Token price will be determined using a new tokenomics model.

4.1.1. This model pegs the DJCK Token price at 50% (fifty percent) of one OSGT token's value, plus an additional 10% (ten percent) margin to cover operational costs.

4.1.2. This pricing strategy provides a reliable, gold-backed value to the DJCK Token while ensuring financial resources for doublejack's business activities.

4.1.3. The additional 10% (ten percent) margin on the DJCK Token price serves as a funding source for doublejack's operations.

4.1.4. The funds raised from this margin will be allocated to areas including, but not limited to (As defined in the tokenomics model),

4.1.4.1. operations management,

4.1.4.2. product enhancements,

4.1.4.3. strategic partnerships, and

4.1.4.4. other relevant business expenses.

4.2. To implement this new pricing model, an API (Application Programming Interface) integration needs to be developed between Orbiko and doublejack.

4.2.1. This integration will serve to communicate the OSGT price feed to doublejack.

4.2.2. The Parties agree to take on the expenses of this development themselves, aiming to complete the integration within 120 days (one hundred and twenty days) following the rollout's execution.

4.3. During the first 120 days (one hundred and twenty days) post-rollout, doublejack will manually update the DJCK Token price once per day, ensuring that it remains accurate in relation to the OSGT price until the automated system is established.

4.4. doublejack will sign up on the Orbiko platform and establish a trust line to the OSGT token, facilitating seamless transactions between the two entities.

4.5. Pronexus will process token sales once per week, and all collected funds will be deposited appropriately.

4.5.1. The payment to OSGT will be made via XRP or XLM, with funds converted from Rand into Crypto.

4.5.2. Orbiko will then update the OSGT token holdings in doublejack's trustline to reflect these funds.

4.5.3. The smart contract will register these allocations.

4.6. The remaining funds allocated to doublejack from the token sales will be paid every 30 days (thirty days) as agreed upon in the treasury and custodian agreement with Pronexus, and deposited into the specified bank account.

4.7. After the initial 120 days (one hundred and twenty days), the plan is to automate this process, allowing both systems to seamlessly interact with each other and ensuring efficient and accurate implementation of the tokenomics model.

4.8. Both parties agree to maintain high standards of transparency and accountability throughout this process, regularly communicating and resolving any issues collaboratively.

4.9. The Parties acknowledge that the process may require adjustments over time and commit to regularly reviewing and improving the system as needed.

5. PARTNERSHIP BENEFITS.

The Parties mutually acknowledge and agree that this strategic partnership presents several significant advantages, which include but are not limited to:

5.1. The partnership results in the creation of a unique cryptocurrency that is backed by gold, providing stability and reliability to DJCK Token holders. This unique feature differentiates DJCK Token from many other cryptocurrencies in the market.

5.2. By associating with each other, both Orbiko and doublejack can tap into each other's existing customer base, thereby extending their reach and potentially growing their respective market shares.

5.3. The integration of OSGT's gold-backed stability into DJCK Token's model enriches the value proposition for both companies' customers. This strategic move not only helps to retain existing customers but also attracts new users seeking a unique and valuable investment opportunity.

5.4. The collaboration between these well-regarded companies can enhance the brand visibility and credibility of both parties.

5.5. Cross-promotion of services and joint marketing activities can contribute to improved brand awareness among existing and potential customers.

5.6. This partnership reflects both companies' commitment to innovation and continuous growth in the evolving cryptocurrency landscape. This can increase investor confidence and attract future partnerships.

5.7. The partnership may result in operational synergies, such as shared technology, skills, and best practices. This collaboration can enhance the efficiency and effectiveness of both parties' operations.

5.8. The gold-backed nature of DJCK Token may serve to mitigate the volatility risk commonly associated with cryptocurrencies, providing a safer investment option for customers.

5.9. This agreement ensures that all operations adhere to regulatory requirements in their respective jurisdictions, thus maintaining the integrity and legality of both businesses.

5.10. The introduction of a gold-backed token pricing model can provide doublejack with a significant competitive advantage in the crowded cryptocurrency market.

5.11. By offering a gold-backed, stable cryptocurrency, both parties may foster increased customer trust and loyalty, which are crucial to long-term success in the digital finance sector.

5.12. Both the OSGT and DJCK token are minted on the Stellar blockchain ensuring ISO2022 compliance and interoperability making it a perfect fit.

6. TERMS OF AGREEMENT.

6.1. This Agreement is set to commence on the Effective Date and shall remain in full force and effect for a term of one (1) year. This period, hereinafter referred to as the "**Initial Term**," is selected to provide both Parties with ample opportunity to achieve the strategic objectives laid out in this Agreement.

6.2. The decision to establish a one-year Initial Term reflects the Parties' commitment to the collaborative project and their mutual trust in each other's abilities to fulfil their respective responsibilities as delineated within this Agreement. It is sufficient time to enable the development, implementation, and stabilization of the new tokenomics model, along with the evaluation of its impact on the respective businesses.

6.3. During this Initial Term, both Parties will be expected to fully comply with their designated roles and responsibilities, including but not limited to, Orbiko's maintenance of gold price representation for OSGT tokens, doublejack's implementation of the new tokenomics model, and Pronexus' role as the custodian of doublejack's tokens.

   6.3.1. The details of the roles have been defined in section 3 of this agreement.

6.4. At the end of the Initial Term, the Parties may decide to extend the Agreement for additional terms based on the success of the partnership, any prevailing market conditions, the continued relevance of the partnership, and mutual consent.

6.5. In the event of any intention to terminate this Agreement before the end of the Initial Term, such an intention should be communicated in writing by the interested Party to the other Party, with adherence to the termination conditions listed below. The intention behind this clause is to ensure that each Party has a fair opportunity to prepare for any changes, thereby minimizing any potential disruption to their respective operations.

    6.5.1. Notice period of 90 Days (ninety days) to terminate the agreement must be made in writing to all parties involved.

    6.5.2. The receiving party must respond to the notice within 30 days (thirty days) to all parties involved.

7. DISPUTE RESOLUTION.

In the event of any disputes arising out of this Agreement, the Parties agree to resolve such disputes through arbitration in the jurisdiction of the United Kingdom. The laws of the United Kingdom will be applicable to this Agreement.

8. CONFIDENTIALITY.

Both Parties agree to maintain confidentiality regarding the specific details of this Agreement and any proprietary business operations or trade secrets that are disclosed during the course of this Agreement.

9. INDEMNITY.

Both Parties agree to indemnify and hold harmless each other from any liabilities, claims, damages, losses, or expenses arising out of or in connection with any breach of this Agreement.

10.   FORCE MAJEURE.

Neither Party shall be held liable for any failure to perform its obligations under this Agreement if such failure results from events that are beyond the reasonable control of the Party.

11.   AMENDMENTS.

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties.

12.   COMENCEMENT.

The official rollout and commencement of the new structure must be in place by 01 August 2023. This provides all parties adequate time to prepare and implement the new model and relationship.

13.   SIGNATURES.

By signing below, the Parties affirm their understanding of and agreement to the terms laid out in this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

M Lillelund

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MIKE LILLELUND,

Company Director

ORBIKO SOLUTIONS LIMITED

07 / 03 / 2023

_____

SIGNATURE DATE:

D Dunn

_____

DALE DUNN,

Responsible Person & Executive Director

DJCK TOKEN PROPRIORITY LIMITED

07 / 03 / 2023

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SIGNATURE DATE:

Title	TOKEN SALE & PARTNERSHIP AGREEMENT
File name	DJCK PARTNERSHIP (Ammended).pdf
Document ID	218688bc3889b061a24424a612791da8b3745bd4
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**07 / 03 / 2023** 07:58:32 UTC	Sent for signature to Michael Lillelund (michael@orbiko.co.uk) and Dale Dunn (daledunn17@gmail.com) from herholdttrading@gmail.com IP: 102.222.181.225
VIEWED	**07 / 03 / 2023** 08:23:38 UTC	Viewed by Michael Lillelund (michael@orbiko.co.uk) IP: 80.189.2.213
SIGNED	**07 / 03 / 2023** 08:54:03 UTC	Signed by Michael Lillelund (michael@orbiko.co.uk) IP: 80.189.2.213
VIEWED	**07 / 03 / 2023** 14:38:32 UTC	Viewed by Dale Dunn (daledunn17@gmail.com) IP: 105.185.180.200
SIGNED	**07 / 03 / 2023** 14:41:42 UTC	Signed by Dale Dunn (daledunn17@gmail.com) IP: 105.185.180.200
COMPLETED	**07 / 03 / 2023** 14:41:42 UTC	The document has been completed.