

EXHIBIT B

Andrés Arnaldos, Attorney at Law
57 Turner Pl., #2, Brooklyn NY 11218
(646)580-0804 – andres.arnaldos@almaranlaw.com

BREACH OF CONTRACT NOTICE

Confidential – For Settlement Purposes Only

SENT VIA E-MAIL AND CERTIFIED MAIL

November 29, 2022

Big Sugar Games LLC
C/O: Digerati Distribution & Marketing, LLC
7200 Moon Rock Road
Austin, TX, 78739
Att: Andrew Dennis
Cc: Stephen Hibbler

Dear Sirs,

We have been hired by Conradical Sàrl (“Developer”) as their legal counsel in order to represent them in connection with the Video Gaming Licensing Agreement dated September 10, 2021 (“Agreement”) between the Developer and Digerati Distribution & Marketing, LLC (“you” or “Publisher”), and particularly with respect to Developer’s rights and remedies resulting from the Publisher’s several breaches of the Contract. Capitalized terms used but not defined in this letter shall have the meaning ascribed to them in the Contract. Since we are not aware of the details of your attorneys, we are addressing this letter to you directly, but in application of the relevant rules of professional conduct and common courtesy among lawyers, we kindly ask that you share this letter with your legal representation to the extent you have appointed it.

Payment defaults and delays: with respect to your payment obligations under Section 5(a) of the Contract, the Publisher has failed to make a number of those payment in timely fashion and, as of the date of this letter, the Publisher still owes the Developer an amount of \$5,500.

Additionally, our client has reason to believe that it has not received the full amount of the Adjusted Gross Revenue (as defined in the Contract) corresponding to the sale of the Licensed Game through Steam prior to September 30, 2022 (end of 2022’s third quarter), and which Steam would have already paid to the Publisher (as Steam transfers the revenue generated by games to its clients on a monthly basis). Our client estimates the unpaid amount to be of about \$15,000, although This would constitute a breach of Section 5(c) of the Contract.

Finally, the Publisher has not provided to the Developer sufficient and satisfactory information with respect to the agreements entered into by the Publisher for the manufacturing and sale of the Licensed Game through the distribution of physical copies, which would also constitute a breach of the Publisher’s obligations under Section 5(c) of the Contract.

Andrés Arnaldos, Attorney at Law
57 Turner Pl., #2, Brooklyn NY 11218
(646)580-0804 – andres.arnaldos@almaranlaw.com

Material technical issues: as the Developer has communicated to the Publisher on several occasions, orally and in writing, the Publisher has not properly tested and ported the Licensed Game for its Switch and PlayStation ports, and as a result the versions of the Licensed Game for such platforms present numerous bugs, rendering portions (at least) of the Licensed Game unplayable. During this process, the Publisher has not honored requests from the Developer to improve and fix these issues and to delay the launch of the Licensed Game in such platforms. Launching severely flawed versions of the Licensed Game constitutes a negligent performance of the Publisher's obligations under the Contract, including Section 3(a), since selling knowingly an unusable product constitutes a breach of false advertising and other customer protection laws, and does not meet the Developer's commercially reasonable quality standards.

Proceeding with the sale of the Licensed Game which will result not only in harm to the Licensed Game's revenue generation from its Switch and PlayStation ports, but also in bad reviews of the Licensed Game and the Developer that will result in lower sales through other versions and platforms, and will generally hurt the Developer's brand, affecting not only this product but others. The fact that these issues have been brought up by the Developer on several occasions and the Publisher has ignored its input constitutes bad faith on the Publisher's side.

Change in control: the tragic and unexpected passing of Mr. Nick Alfieri, founder and CEO of the Publisher, has resulted in a severe change of circumstances affecting the Contract. One of the main reasons by which the Developer decided to work with the Publisher in connection with the distribution of the Licensed Game was the Developer's trust in Mr. Alfieri's experience and skill in this industry, and his unfortunate demise has had a noticeable impact in the Publisher's situation and their ability to properly distribute the Licensed Game and otherwise perform its obligations under the Contract.

As a result of the above breaches of the Contract, as well as the change in control of, and circumstances surrounding, the Publisher, we hereby take the following actions on behalf of our client:

- I. **Contract Termination:** effective as of this date, the Contract is deemed terminated due to the several and material ongoing breaches of the Contract resulting from the Publisher's conduct. As a consequence of the Contract termination, the Developer shall regain total control with respect to the Licensed Game, including, without limitation, with respect to the licensed intellectual property rights and its distribution rights. The Publisher will surrender to the Developer all control with respect to the current means of distribution of the Licensed Game, collaborating in good faith with the Developer as necessary.
- II. **Payment Demand:** we hereby request you to immediately pay all outstanding amounts due to the Developer. Additionally, the Publisher must immediately pay to the Developer any revenue amounts received after September 30, 2022. In connection with this demand, the Publisher must provide all relevant information and documentation so that the Developer can assess that the paid amounts are indeed correct, all in accordance with the terms of the Contract.

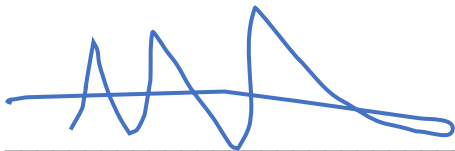
Andrés Arnaldos, Attorney at Law
57 Turner Pl., #2, Brooklyn NY 11218
(646)580-0804 – andres.arnaldos@almaranlaw.com

- III. **Cease of launch of Switch and PlayStation Ports and of distribution of Physical Copies:** as already instructed directly by our client, Publisher is to immediately stop the planned launches of the ports of the Licensed Game for Switch and PlayStation, and will also stop the distribution of any Physical Copies of the Licensed Game, activating if necessary any recall procedures available under the agreements with the retailers.
- IV. **Communications with respect to the Licensed Game:** as a consequence of the Publisher's conduct and the termination of the Contract the Developer shall be solely in charge of any communications, announcements and any other type with respect to the Licensed Game, including, without limitation, making any statements that the Developer deems necessary or appropriate with respect to the issues affecting the Licensed Game, its status, and its distribution moving forward. The Publisher shall refrain from, publicly or privately, directly or indirectly, making any type of statement, communication, or announcement that contradicts, refutes, disparages, or otherwise may violate the Developer's rights and status with respect to the Licensed Game, or that may affect the Developer's brand.

All of the aforementioned actions and demands are without prejudice of any of the Developer's rights, including its right to pursue these and any other legal remedies available to it under the applicable laws and in the competent courts, including, without limitation, the right to claim an indemnification for any loss in revenue, reputational damage and other liabilities resulting from the Publisher's conduct (including attorney's fees incurred in connection with the enforcement of any such rights and remedies).

Notwithstanding the aforementioned, we believe it is in the best interest of the parties to resolve this matter amicably, and to that effect we kindly ask you to confirm in writing as soon as possible your receipt of this notice, and to comply with the requests and demands set forth in it. Otherwise, it shall be our right to initiate formal legal proceedings against you.

Sincerely,



Andrés Arnaldos Montaner, Esq.
Attorney at Law