

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: 2024-11-29
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SUBJECT COMPANY

Golden Matrix Group, Inc.

CIK: 1437925 | IRS No.: 461814729 | State of Incorporation: NV | Fiscal Year End: 1231
Type: SC 13D/A | Act: 34 | File No.: 005-88090 | Film No.: 241516811
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 7)*

GOLDEN MATRIX GROUP, INC.

(Name of Issuer)

Common Stock, \$0.00001 par value per share

(Title of Class of Securities)

381098300

(CUSIP Number)

**Anthony Brian Goodman
3651 Lindell Road, Suite D131
Las Vegas, NV 89103
(702) 318-7548**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 29, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Name of Reporting Person
----	--------------------------

	Anthony Brian Goodman
2.	Check the Appropriate Box if a Member of a Group. (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds OO
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e). <input type="checkbox"/>
6.	Citizenship or Place of Organization Australian

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <i>Without Series B Preferred Stock voting:</i> 9,654,079 shares of Common Stock^{(1)*} <i>With Series B Preferred Stock (voting only):</i> 16,154,079 shares of Common Stock^{(2)*}
	8.	Shared Voting Power 7,470,483 shares of Common Stock*
	9.	Sole Dispositive Power 9,654,079 shares of Common Stock^{(1)*}
	10.	Shared Dispositive Power 7,470,483 shares of Common Stock

11.	Aggregate Amount Beneficially Owned by Each Reporting Person <i>Without Series B Preferred Stock Voting:</i> 17,124,562 shares of Common Stock^{(1)*} <i>With Series B Preferred Stock (voting only):</i> 23,624,562 shares of Common Stock^{(2)*}
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares. <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) <i>Without Series B Preferred Stock Voting:</i> 13.2%^{(1)*} <i>With Series B Preferred Stock (voting only):</i> 16.4%^{(2)(3)*}
14.	Type of Reporting Person IN

- (1) Includes 1,000,000 shares of common stock issuable upon conversion of 1,000 shares of Series B Voting Preferred Stock held by Mr. Goodman. Does not include up to 250,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below (in Item 3 of Amendment 3).
- (2) Includes the voting rights of the 1,000 shares of Series B Voting Preferred Stock held by Mr. Goodman, which each vote 7,500 voting shares, or 7,500,000 voting shares in aggregate. Does not include up to 250,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below (in Item 3 of Amendment 3).
- (3) Based solely for the purposes of such calculation on a total of 143,902,717 total voting shares (including 128,902,717 total common shares, the number of shares outstanding as of the date of this filing, as confirmed by the Issuer's Transfer Agent, 7,500,000 shares voted by the Series B Voting Preferred Stock and 7,500,000 shares voted by the Series C Voting Preferred Stock), and including shares of common stock issuable upon exercise of options held by Mr. Goodman which are exercisable within 60 days (of which there are none). Does not include up to 250,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below (in Item 3 of Amendment 3).

* Does not include shares of Common Stock held by the Separately Filing Group Members (as defined below in Item 2). The Reporting Persons (as defined below in Item 2) believe that they and the Separately Filing Group together as a "group" may be deemed to collectively beneficially own in the aggregate 121,783,696 total voting shares or 84.6% of the Issuer's total voting shares, as of the date of this Schedule 13D.

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1.	Name of Reporting Person Luxor Capital, LLC
2.	Check the Appropriate Box if a Member of a Group. (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds OO
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e). <input type="checkbox"/>
6.	Citizenship or Place of Organization Nevada

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power -0- shares of Common Stock*
	8.	Shared Voting Power 7,470,483 shares of Common Stock*

9.	Sole Dispositive Power -0- shares of Common Stock*
10.	Shared Dispositive Power 7,470,483 shares of Common Stock*

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 7,470,483 shares of Common Stock*
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares. <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 5.8%
14.	Type of Reporting Person OO

* Does not include shares of Common Stock held by the Separately Filing Group Members (as defined below in Item 2). The Reporting Persons (as defined below in Item 2) believe that they and the Separately Filing Group together as a “group” may be deemed to collectively beneficially own in the aggregate 121,783,696 total voting shares or 84.6% of the Issuer’s total voting shares, as of the date of this Schedule 13D.

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EXPLANATORY NOTE

This Amendment No. 7 (the “Amendment”) amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “Commission”) on [March 19, 2021](#) by Anthony Brian Goodman and Luxor Capital, LLC (“Luxor”), as amended by Amendment No. 1 thereof dated [October 5, 2021](#), Amendment No. 2 thereto dated [March 21, 2022](#), Amendment No. 3 thereto dated [October 4, 2022](#), Amendment No. 4 thereto dated [December 9, 2022](#), Amendment No. 5 thereto dated [February 3, 2023](#), and Amendment No. 6 thereto dated [April 12, 2024](#) (the Schedule 13D as amended to date, the “Schedule 13D”).

As used in this Amendment:

- “Common Stock” means the common stock of the Issuer;
- “Issuer” or “Company” means Golden Matrix Group, Inc.; and
- “Reporting Persons” means Anthony Brian Goodman and Luxor Capital, LLC.

Other capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Schedule 13D. Except as expressly amended and supplemented by this Amendment, the Schedule 13D is not amended or supplemented in any respect, and the disclosures set forth in the Schedule 13D, other than as amended herein are incorporated by reference herein.

The share amounts set forth in this Amendment retroactively take into effect reverse stock splits of one-for-1,500, 1-for-150 and 1-for-150, which were affected by the Company on April 7, 2016; December 15, 2016; and June 26, 2020, respectively.

Item 2. Identity and Background

The last three paragraphs of Item 2 are hereby amended and replaced by the following:

As discussed under Item 4 hereof, the Reporting Persons may be deemed to be members of a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), comprised of the Reporting Persons and the following persons (the “Separately Filing Group Members”):

- Aleksandar Milovanović,
- Zoran Milosevic, and
- Snežana Božović

It is the understanding of the Reporting Persons that the Separately Filing Group Members are filing separate Schedule 13Ds pursuant to Rule 13d-1(k)(2) under the Exchange Act addressing their respective statuses as members of a “group” with the Reporting Persons.

The Reporting Persons do not assume responsibility for the information contained in the Schedule 13Ds filed by the Separately Filing Group Members, except to the extent such information has been provided by the Reporting Persons. Based on information provided by the Separately Filing Group Members, the Reporting Persons believe that they and the Separately Filing Group Members together as a “group” may be deemed to collectively beneficially own in the aggregate 121,783,696 total voting shares or 84.6% of the Issuer’s total voting shares, as of the date of this Schedule 13D. The Reporting Persons expressly disclaim beneficial ownership of any securities beneficially owned or acquired by the Separately Filing Group Members.

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Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by adding the following at the end thereof:

On November 29, 2024, Mr. Goodman entered into a Rule 10b5-1 Sales Plan with Oppenheimer & Co. Inc. (“Oppenheimer” and the “10b5-1 Plan”) pursuant to Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), for the purpose of selling shares of Common Stock in open market transactions. The description of the 10b5-1 Plan set forth in Item 6 below is incorporated herein by reference in its entirety. The transactions contemplated by the 10b5-1 Plan will result in the disposition of securities of the Issuer. The 10b5-1 Plan is intended to comply with Rule 10b5-1 under the Exchange Act, which permits persons to enter into a binding, pre-arranged plan to buy or sell Issuer stock at a time when such person is not in possession of material, nonpublic information about the Issuer.

As described above, Mr. Goodman has adopted a trading plan in accordance with Rule 10b5-1 under the Exchange Act, in order to sell Common Stock. Otherwise, the Reporting Persons have no current plans or proposals that relate to or would result in any of the changes or transactions enumerated in subsections (a) - (j) of Item 4 of the General Instructions for Complying with Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer

Item 5 is amended and restated in its entirety by the following:

The information provided in Items 3 and 4 of this Schedule 13D is incorporated by reference herein.

(a) and (b) The aggregate number of shares of Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the voting thereof, shared power to vote or to direct the voting thereof, sole power to dispose or to direct the disposition thereof, or shared power to dispose or to direct the disposition thereof, are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by this reference thereto.

Item 2 and Item 4 of this Schedule 13D, which identifies the Reporting Persons and the Separately Filing Group Members and discloses the voting provisions of the Voting Agreement, is incorporated herein by this reference thereto.

Due to the terms of the Voting Agreement, the Reporting Persons and Separately Filing Group Members may be deemed a group for the purposes of Section 13(d)(3) of the Exchange Act. The security interests reported in this Schedule 13D do not include security interests owned by the Separately Filing Group Members. The Separately Filing Group Members will file separate Schedule 13Ds reporting beneficial ownership of the Issuer's securities. The Reporting Persons assume no responsibility for the information contained in such Schedule 13Ds or any amendment thereto. The Separately Filing Group Members and the Reporting Persons may be deemed to collectively beneficially own in the aggregate 121,783,696 total voting shares or 84.6% of the Issuer's total voting shares.

(c) The information in Item 3 is incorporated by reference into this Item 5(c).

(d) No other person has the right to receive or the power to direct the receipt of dividends from or the proceeds from the sale of the securities beneficially owned by the Reporting Persons.

(e) N/A.

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Item 6. Contracts

The information provided or incorporated by reference in Items 2, 3, 4 and 5 of this Schedule 13D, including, but not limited to the information regarding the Voting Agreement, is hereby incorporated herein by reference.

10b5-1 Plan

Pursuant to the 10b-5-1 Plan, Mr. Goodman may sell up to 500,000 shares of Common Stock beneficially owned by Mr. Goodman, on the open market, subject to the satisfaction of certain conditions, including, among others, the Company's trading price. All sales under the 10b5-1 Plan are to be made in the discretion of Oppenheimer and in accordance with the terms, conditions and restrictions of the 10b5-1 Plan. Pursuant to the 10b5-1 Plan, potential sales begin on March 31, 2025 and will continue until August 8th 2025, or until all of the shares of Common Stock to be sold under the 10b5-1 Plan are sold or the 10b5-1 Plan is otherwise terminated.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by the full text of the 10b5-1 Plan, the form of which is included as an exhibit to this Schedule 13D and is incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Exhibit

No.	Description
1	Amended and Restated Certificate of Designation of Golden Matrix Group, Inc. Establishing the Designation, Preferences, Limitations and Relative Rights of its Series B Voting Preferred Stock as filed with the Secretary of State of Nevada on March 11, 2022, filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on March 14, 2022 (File No. 000-54840), and incorporated by reference herein
2	Asset Purchase Agreement dated February 22, 2016, by and between Source Gold Corp. and Luxor Capital, LLC, filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on February 29, 2016 (File No. 000-54840), and incorporated by reference herein
3	Joint Filing Agreement by and among Mr. Anthony Brian Goodman and Luxor Capital, LLC, dated March 12, 2021
4	Form of Golden Matrix Group, Inc. Notice of Restricted Stock Grant and Restricted Stock Grant Agreement (2022 Equity Incentive Plan)(officer and employee awards – September 2022)(Filed as Exhibit 10.3 to the Issuer’s Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on September 20, 2022, and incorporated by reference herein).
5	Nominating and Voting Agreement dated April 9, 2024, by and between Golden Matrix Group, Inc., Aleksandar Milovanović, Zoran Milosevic and Snežana Božović (Filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on April 9, 2024, and incorporated herein by reference)
99.1	Form of Rule 10b5-1 Sales Plan (Filed herewith)

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 29, 2024

/s/ Anthony Brian Goodman
Anthony Brian Goodman

November 29, 2024

Luxor Capital, LLC

/s/ Anthony Brian Goodman
Anthony Brian Goodman
Managing Member

Rule 10b5-1 Sales Plan

This Rule 10b5-1 Sales Plan (“Plan”) adopted on November 29, 2024 (the “Adoption Date”), is entered into between Anthony Goodman (“Seller”) and Oppenheimer & Co. Inc., (“Oppenheimer”) for the purpose of establishing a sales plan that complies with the requirements of paragraph (c)(1) of Rule 10b5-1 (“Rule 10b5-1”) under the Securities Exchange Act of 1934 (the “Exchange Act”), with respect to Seller’s sale of the shares of common stock (the “Shares”) of Golden Matrix Group Inc. (“Issuer”), including (if applicable) Shares underlying vested and currently exercisable stock options that are identified in Exhibit A hereto (the “Stock Options”). Unless otherwise indicated, all section references pertain to sections within this Plan.

Seller and Oppenheimer agree as follows:

1. Sales Program

a. Seller hereby appoints Oppenheimer as Seller’s agent for purposes of implementing this Plan. Subject to the terms and conditions set forth herein, Oppenheimer accepts such appointment. Oppenheimer, acting as an agent, agrees to use commercially reasonable efforts to effect sales of the Shares for the account of Seller in accordance with the specific instructions set forth in Exhibit A and the other provisions of this Plan as set forth below.

b. Seller’s order to sell the Shares under this Plan will be handled on a “not held” basis. A “not held” order permits Oppenheimer to use reasonable brokerage judgment, exercising price and time discretion, as to when to execute the order. However, Oppenheimer will not sell any Shares subject to this Plan at a price less than any applicable limit price.

c. Oppenheimer may sell the Shares subject to this Plan on a national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Seller agrees that if Oppenheimer is a market maker or dealer in the Shares at the time that any sale is to be made under this Plan, Oppenheimer or its affiliates may, at its sole discretion, purchase such Shares from Seller in its capacity as a market maker or dealer. Nothing herein will preclude the sale by Oppenheimer of the Shares for its own account, or the solicitation or execution of purchase or sale orders of the Shares for the account of Oppenheimer’s clients.

d. Oppenheimer may aggregate orders for Seller with orders for other sellers of shares of Issuer common stock that may or may not have been accepted pursuant to a Rule 10b5-1 sales plan, execute them in a block or in multiple smaller transactions, and allocate an average price to each seller on a pro rata basis based on the ratio of (i) the number of shares of Issuer common stock to be sold by a seller to (ii) the total number of shares of Issuer common stock sold on behalf of all sellers.

e. Seller understands that Oppenheimer may elect not to execute sales under this Plan when Oppenheimer, in its sole discretion, has determined it is appropriate to refrain from such sales due to any market disruption or any legal, regulatory or contractual restriction (including any restriction pursuant to a contract or internal policy, or otherwise applicable to Oppenheimer).

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f. Seller agrees to deposit the Shares subject to this Plan prior to the commencement of any sales of the Shares under this Plan (excluding, if applicable, the Shares that will be issued upon the exercise of the Stock Options) into an account at Oppenheimer in Seller’s name and for Seller’s benefit. Oppenheimer will not effect any sale under this Plan (excluding, if applicable, sales of the Shares to be issued upon the exercise of Stock Options) if the Shares to be sold under this Plan are not in such account. Oppenheimer reserves the right to terminate this Plan if such Shares have not been deposited into such account prior to the commencement of the earliest sale period set forth in Exhibit A.

g. Seller agrees to pay Oppenheimer the commission per Share indicated on Exhibit A for each sale of Shares under this Plan. Oppenheimer will deduct its commission, applicable transaction fees and, with respect to the sale of Shares underlying Stock Options, the exercise price and any applicable taxes from the proceeds of any sale of the Shares under this Plan.

h. If this Plan relates to the sale of Shares to be issued upon the exercise of Stock Options:

(i) Seller agrees to maintain custody of the Stock Options. Seller agrees to provide to Oppenheimer, at such times and in such numbers as Oppenheimer requests, all necessary documentation, including stock option exercise notices (each, an “Exercise Notice”), in the form provided by Issuer, for the Stock Options, properly executed, to effect the exercise of the Stock Options and the subsequent sale and settlement of the underlying Shares.

(ii) Seller authorizes Oppenheimer to act as Seller’s agent and attorney-in-fact to exercise the Stock Options to purchase the Shares to be sold under the Plan.

(iii) With respect to sales of the Shares to be issued pursuant to the exercise of Stock Options, Seller agrees that Seller is not entitled to receive dividends, rights or payments of any kind that are or will become payable to any purchaser of the Shares (for example, as a result of the sale of the Shares to a purchaser before the ex-dividend date) prior to the registration of the Shares in the name of Oppenheimer. Under such circumstances, Seller agrees to pay or deliver to Oppenheimer upon demand any and all funds, securities, dividends or distributions due to Oppenheimer.

2. Representations, Warranties and Agreements of Seller

Seller represents and warrants, as of the Adoption Date, that:

a. Seller is not aware of any material, non-public information with respect to Issuer or any of its securities (including the Shares).

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b. There are no restrictions imposed on Seller, Issuer or the Shares that would prevent Oppenheimer from complying with this Plan. Without limiting the foregoing, the Adoption Date is not occurring within any blackout period pertaining to trading in securities of Issuer.

c. Seller is entering into this Plan in good faith and not as part of a plan or scheme to evade compliance with any law, including, without limitation, the federal securities laws and any law governing insider trading.

d. This Plan does not violate any trading policies of Issuer.

e. Seller owns all Shares subject to the Plan, and will own any of the Shares to be issued upon the exercise of Stock Options and sold pursuant to this Plan, free and clear, and such Shares are not, and will not be at the time of the sale of the Shares under the Plan, subject to any pledges, liens, security interests or other impediments to transfer (except for those that Seller has entered into with Oppenheimer or limitations imposed by Rule 144 or Rule 145 under the Securities Act of 1933, as amended (the “Securities Act”)), nor is there any contractual restriction, litigation, arbitration or other proceeding pending, or to Seller’s knowledge threatened, that would prevent or interfere with the exercise of Stock Options to purchase the Shares or the sale of the Shares under this Plan.

f. With regard to the Stock Options:

(i) The Stock Options are fully vested and exercisable and will remain exercisable until exercised pursuant to this Plan.

(ii) The Shares offered and to be sold by Issuer to Seller pursuant to the exercise of the Stock Options are subject to an effective registration statement on Form S-8 under the Securities Act.

(iii) The Stock Options cover a number of shares of Issuer common stock that are equal to or greater than the number of Shares to be issued upon exercise of Stock Options and sold under this Plan.

(iv) As evidenced by the executed Issuer Certificate (as defined in Section 2.k.), Seller has authorized and instructed Issuer to register or cause its agent(s) to register the Shares to be issued upon the exercise of the Stock Options in the name of Oppenheimer (or its designated nominee), which is Seller's agent and nominee (or, in the event that is not permissible, in Seller's name).

(v) As evidenced by the executed Issuer Certificate, Seller has authorized and instructed Issuer to deliver to Oppenheimer, or cause its agent(s) to deliver to Oppenheimer, within two business days of Issuer's receipt of an Exercise Notice, the Shares issued pursuant to the Stock Option exercise, in exchange for funds from Oppenheimer representing the exercise price and any applicable taxes.

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(vi) Seller agrees that Seller cannot revoke or rescind the authorizations referenced in this Section 2.f. under any circumstances while the Plan is in effect.

g. At the time of Seller's execution of this Plan, Seller has not entered into or altered a corresponding or hedging transaction with respect to the Shares (including, without limitation, with respect to any securities convertible or exchangeable into the Shares), and agrees not to enter into any such transaction while this Plan remains in effect.

h. While this Plan is in effect, Seller agrees not to alter or deviate from the terms of this Plan.

i. The execution, delivery and performance by Seller of this Plan, and the transactions contemplated by this Plan, do not, directly or indirectly (with or without notice or lapse of time), contravene any applicable law or regulation, any agreement or other instrument binding on Seller or any of Seller's affiliates, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Seller or Seller's affiliates.

j. Seller has consulted with Seller's own advisors as to the legal, tax, financial and other aspects of this Plan, including this Plan's compliance with Rule 10b5-1. Seller has not received or relied on any representations from Oppenheimer regarding the Plan's compliance with Rule 10b5-1.

k. Seller has provided, or caused Issuer to provide, Oppenheimer with a certificate substantially in the form of Exhibit B hereto (the "Issuer Certificate").

l. Seller agrees not to, directly or indirectly, communicate any material, non-public information relating to the Shares or Issuer to any employee of Oppenheimer who is involved, directly or indirectly, in executing this Plan.

m. While this Plan is in effect, Seller will not attempt to exercise any influence over how, when or whether to effect sales of the Shares under this Plan.

n. Seller will comply with, and will be solely responsible for compliance with, all laws, rules and regulations applicable or related to this Plan and the sale of the Shares hereunder; without limiting the foregoing, Seller agrees that it will make or cause to be made all filings required under Section 13 and Section 16 of the Exchange Act and will not take any action that would cause the sale of Shares hereunder to fail to comply with Rule 10b5-1.

o. Until this Plan is terminated in accordance with its terms, Seller will not, directly or indirectly, (i) enter into a binding contract with respect to the purchase or sale of any securities of Issuer with another broker, dealer or financial institution (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or sell any securities of Issuer or (iii) adopt a plan for trading with respect to any securities of Issuer other than this Plan.

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p. Seller agrees to notify Oppenheimer as soon as possible of:

(i) any legal, regulatory or contractual restriction, or another restriction imposed by Issuer, that would prevent Seller or Oppenheimer from effecting any sale under this Plan (such notice will include only the anticipated duration of the restriction, but will not include any other information about the nature of the restriction or its applicability to Seller, or otherwise communicate any material, non-public information about Issuer to Oppenheimer);

(ii) the occurrence of an event that would cause this Plan to be terminated under Section 5; or

(iii) any change in the Issuer's trading or other policies that would affect the timing of exercise or method of exercise of the Stock Options covered by this Plan.

q. Seller acknowledges and agrees that Oppenheimer is not acting as a fiduciary or advisor for Seller.

r. Seller agrees to notify Oppenheimer promptly if Seller becomes aware at any time prior to the Plan Termination Date (as defined in Section 5.a.(i)) that any of the representations or warranties in this Section 2 are untrue or inaccurate in any respect.

3. Rules 144 and 145

Seller agrees that if Seller is an "affiliate" for purposes of Rule 144 under the Securities Act, or if the Shares subject to this Plan constitute restricted securities subject to limitations under Rule 144 or securities eligible for resale under Rule 145, then all sales of the Shares under this Plan will be made in accordance with the applicable provisions of Rule 144, and the following provisions of this Section 3 are applicable:

a. Seller authorizes Oppenheimer to complete and file on Seller's behalf, if required, Forms 144 pre-signed by Seller. Seller will timely provide to Oppenheimer pre-signed Forms 144 and a completed and signed Oppenheimer Seller Representation Letter and other Rule 144 paperwork at such times and in such numbers of copies as Oppenheimer may request. In addition, Seller is providing Oppenheimer a completed and signed Form 144 Power of Attorney in the form set forth on Exhibit C hereto. In order to facilitate the filing by Oppenheimer of Forms 144 for Seller on the Securities and Exchange Commission's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR"), as required beginning on April 13, 2023, Seller has provided its EDGAR filing codes on the signature page hereto, and will also timely provide to Oppenheimer any replacements for any such codes. Seller acknowledges that Oppenheimer will have no obligation to complete or file Forms 144 on behalf of Seller for any sales made outside of this Plan. If the Seller does not provide Oppenheimer in a timely fashion with the aforementioned EDGAR filing codes AND a signed and notarized Form 144 Power of Attorney, Oppenheimer will execute the transactions in accordance with the Plan, but the Seller shall bear all responsibility for the filing of the Form 144. If Seller or any person or entity with whom Seller would be required to aggregate sales of the Shares under Rule 144 effects sales outside of this Plan, Seller will promptly report such sales to Oppenheimer.

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b. Seller agrees not to take, and agrees to cause any person or entity with whom Seller would be required to aggregate sales of the Shares under Rule 144 not to take, any action that would cause any sale under this Plan not to meet the applicable requirements of Rule 144.

c. Oppenheimer will conduct sales of the Shares under this Plan pursuant to applicable provisions of Rule 144; provided, that if such sales are subject to Rule 144 volume limitations, Oppenheimer will apply such volume

limitations as if the sales under this Plan were the only sales subject to the volume limitations, unless Seller has notified Oppenheimer in advance in writing of additional sales that must be aggregated with sales under the Plan for the purposes of Rule 144 volume limitations. Notwithstanding the foregoing, Oppenheimer will not effect any sales that it knows would exceed the applicable volume limitations under Rule 144.

4. Suspension

a. Sales under this Plan will be suspended if:

(i) Oppenheimer has received written notice from Seller or Issuer that a sale of the Shares should not be effected due to a legal, regulatory or contractual restriction, or another restriction imposed by Issuer (each, a “Trading Restriction”); such notice will include the anticipated duration of such Trading Restriction, but will not include any information about the nature of the Trading Restriction or its applicability to Seller, or otherwise communicate any material non-public information about Issuer or its securities to Oppenheimer.

(ii) Oppenheimer determines, in its sole discretion, that there is a legal, regulatory or contractual reason why it cannot effect a sale of the Shares.

(iii) Oppenheimer determines, in its sole discretion, that a market disruption, including, without limitation, a suspension, halt or delay of trading of the Issuer’s common stock on securities exchanges, alternative trading systems and other markets it accesses to sell the Shares (each, a “Trading System”) prevents Oppenheimer from selling the Shares in accordance with this Plan, such as when there is a market-wide regulatory halt or delay. For the avoidance of doubt, if there is a non-regulatory halt or delay of trading on a Trading System, such as a halt or delay of trading due to a systems issue specific to that Trading System, Oppenheimer may sell the Shares under this Plan on another Trading System that is not affected by the halt or delay.

(iv) There is insufficient demand for any or all of the Shares at or above the specified price.

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b. Oppenheimer will resume sales under this Plan as soon as it determines that it is reasonably practicable to do so after (i) (with respect to a suspension under Section 4.a.(i)) Oppenheimer receives a written notice from Seller or Issuer that the Trading Restriction has terminated or (ii) (with respect to a suspension pursuant to Section 4.a.(ii), 4.a.(iii) or 4.a.(iv)) Oppenheimer determines, in its sole discretion, that it may resume sales in accordance with the provisions of this Plan.

c. Seller agrees that Oppenheimer and its directors, officers, employees, agents and affiliates will be released from all liability in connection with any suspension of sales, including, but not limited to, liability for the expiration of any of the Stock Options or a decline in the market value of Issuer common stock.

5. Termination

a. This Plan will terminate upon the earliest to occur of the following:

(i) the “Plan Termination Date,” which is the last day of the latest ending Sale Period set forth in Exhibit A to this Plan;

(ii) the completion of all sales contemplated by Exhibit A to this Plan;

(iii) subject to Section 14, the receipt of written notice of termination by Oppenheimer from Seller or by Seller from Oppenheimer; in the case of such termination by Seller: (A) such notice will be signed and dated by Seller; and (B) Seller agrees to notify Issuer promptly upon such termination;

(iv) Seller fails to comply in any material respect with applicable law or any agreement or obligation under this Plan, or makes any misstatement in his or her representations and warranties;

(v) promptly after Oppenheimer receives written notice of Seller's death or legal incapacity; or

(vi) promptly after Oppenheimer receives written notice from Issuer or Seller that one of the following has occurred:

A. the public announcement of a tender offer involving Issuer common stock (including debt securities convertible or exchangeable for Issuer common stock);

B. the public announcement of a definitive agreement relating to a merger, consolidation, other business combination transaction, reorganization, recapitalization or similar transaction that will result in the exchange or conversion of the shares of Issuer common stock for or into securities of a company other than Issuer and/or cash;

C. a dissolution or liquidation of Issuer;

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D. commencement or impending commencement of any proceedings in respect of, or triggered by, Issuer's bankruptcy; or

E. this Plan or transactions contemplated by this Plan may violate existing, new or revised federal or state laws or regulations.

b. Seller will be solely responsible for any sales made by Oppenheimer as Seller's agent prior to termination of this Plan. If Oppenheimer receives notice of any of the termination events listed above, Oppenheimer will nevertheless be entitled to make, and Seller will be solely responsible for, a sale made pursuant to an offer made before such notice is received by Oppenheimer.

c. Seller will be solely responsible for reporting to Issuer any termination of this Plan other than pursuant to Section 5.a.(i) or 5.a.(ii); provided, that Oppenheimer will be entitled (but not obligated) to notify Issuer of any termination of this Plan.

6. Indemnification

Seller agrees to indemnify and hold harmless Oppenheimer and its directors, officers, employees, agents and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such claim) (collectively, "Losses") arising out of or attributable to (a) any action taken or not taken by any of them in connection with this Plan, unless such Losses are determined in a non-appealable order of a court of competent jurisdiction to be solely the result of the gross negligence or wilful misconduct of Oppenheimer, (b) any breach by Seller of this Plan (including, without limitation, Seller's representations and warranties hereunder) and (c) any violation by Seller of applicable laws or regulations. The provisions of this Section 6 will survive the termination of this Plan.

7. Limitation of Liability

Seller agrees that Oppenheimer and its directors, officers, employees, agents and affiliates will not have any liability to Seller for any action taken or omitted in connection with this Plan, except for any liability that is determined in a non-appealable order of a court of competent jurisdiction to be solely the result of Oppenheimer's gross negligence or wilful misconduct. Regardless of any other term or condition of this Plan, Oppenheimer, its directors, officers, employees and affiliates will not be liable to Seller for any special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen. The provisions of this Section 7 will survive termination of this Plan.

8. Modification and Amendment

a. This Plan and the Exhibits hereto may be modified or amended only upon the written consent of Oppenheimer and the receipt by Oppenheimer of the following documents, each dated as of the date of such modification or amendment:

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(i) a written confirmation signed by Seller to the effect that, as of the date of the written confirmation, Seller's representations and warranties contained in this Plan are true, and Seller's agreements remain in effect; and

(ii) a new Issuer Certificate completed by Issuer, substantially in the form set forth in Exhibit B.

a. Any modification or amendment to this Plan and the Exhibits hereto will become effective no earlier than the date until the date that is the earlier Any modification or amendment to this Plan and the Exhibits hereto will become effective no earlier than the date that is the later of (1) 90 days following adoption of the Plan; or (2) two business days following the disclosure in certain periodic reports* of the Issuer's financial results for the fiscal quarter in which the Plan was adopted, but not to exceed 120 days following the adoption of the Plan.

* Form 10-Q or Form 10-K or, for Foreign Private Issuers (as defined in Rule 3b-4 under the Exchange Act), Form 20-F or Form 6-K.

b. Seller acknowledges the following in connection with modification or amendment of this Plan and the Exhibits hereto:

(i) Seller has entered into this Plan with the intention to complete all transactions contemplated under the Plan (including the Exhibits hereto) in accordance with its terms.

(ii) Seller is aware that an amendment or modification to the Plan (including the Exhibits hereto) will be treated as termination of the existing plan and entry into a new Rule 10b5-1 plan that is subject to all of the provisions hereof (other than, in the case of a "Sales Provision Modification or Amendment," as defined in Section 8.c.(vii), changes in the information set forth in Exhibit A) and legal requirements applicable to entry into such a new plan.

(iii) Any modification or amendment under this Section 8 may be made only when Seller is not aware of material, non-public information related to Issuer or any of its securities (including the Shares).

(iv) Modifications and amendments to the Plan (including the Exhibits hereto) may call into question whether Seller adopted this Plan in good faith and not as part of a plan or scheme to evade compliance with any law, including, without limitation, the federal securities laws and any law governing insider trading.

(v) Under certain circumstances, Seller's modification or amendment of this Plan (including the Exhibits hereto) may be deemed to constitute Seller's alteration of or deviation from the Plan, in violation of the requirements of Rule 10b5-1.

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(vi) In light of the foregoing, Oppenheimer will consent to an amendment or modification of this Plan (including the Exhibits hereto) only under circumstances that Oppenheimer, in its sole discretion, deems appropriate.

(vii) If a modification or amendment relates to the amount of securities to be sold under this Plan (including, if applicable, the extent to which such sales will be effected through the exercise of Stock Options), the price at which any securities subject to the Plan are to be sold, the date on which any securities subject to the Plan are to be sold or the term of the Plan (a “Sales Provision Modification or Amendment”), no further Sales Provision Modification or Amendment may be made for a period of at least one year following the effective date of such Sales Provision Modification or Amendment. A suspension pursuant to Section 4.a. will not be deemed to be a Sales Provision Modification or Amendment.

9. Stock Splits, Stock Dividends, Changes in Capitalization

After Oppenheimer’s receipt of timely advance written notice from Seller or Issuer of a stock split, reverse stock split, stock dividend or any change in capitalization with respect to Issuer, Share amounts, limit prices, and, with respect to the Stock Options, exercise prices and number of underlying Shares will be adjusted in accordance with a new Exhibit A that will reflect the appropriate adjustments but will not otherwise affect the terms of this Plan.

10. Agreement to Arbitrate

Any dispute between Seller and Oppenheimer relating to or in connection with this Plan will be determined only by arbitration as set forth in the Oppenheimer & Co. Client Agreement (the “Client Agreement”).

11. Governing Law

This Plan will be governed by and construed in accordance with the internal laws of the State of New York.

12. Entire Agreement

This Plan (including all Exhibits) and the Client Agreement constitute the entire agreement between the parties with respect to this Plan and supersede any previous agreements or understandings with respect to this Plan. In the event that the terms and conditions of this Plan conflict with the terms and conditions of the Client Agreement or any other agreement between Seller and Oppenheimer, the terms and conditions of this Plan will govern with respect to implementation of this Plan.

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13. Assignment

Seller’s rights and obligations under this Plan may not be assigned or delegated without the written permission of Oppenheimer.

14. Method of Communication

Except as otherwise specifically provided in this Plan, any communications required or permitted hereunder may be made (i) by facsimile (followed by telephonic confirmation) or (ii) by certified mail or nationally recognized overnight delivery service; such communications will be directed to the parties specified in Exhibit D and will become effective upon receipt.

15. Securities Contract

Seller and Oppenheimer acknowledge and agree that this Plan is a “securities contract,” as such term is defined in Section 741(7) of Title 11 of the United States Code (the “Bankruptcy Code”), entitled to all of the protections given such contracts under the Bankruptcy Code.

16. Counterparts

This Plan may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures on all counterparts were placed upon the same instrument.

17. Severability of Provisions

If any provision of this Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Plan will continue and remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned has signed this Plan as of the date specified below.

SELLER

Signature: _____

Print Name: Anthony Goodman

Title: Self

Date: November 29, 2024

NOTE: The date of the signature above must be the same as the Adoption Date as defined in the opening paragraph of this Plan.

SELLER EDGAR CODES:

Central Index Key (CIK): _____

CIK Confirmation Code (CCC): _____

Password: _____

Accepted and Agreed to:

OPPENHEIMER & CO. INC.

By: _____

Print Name: _____

Title: _____

Date: _____

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For Use by U.S. Clients -- Affiliates of Issuer

EXHIBIT A

This Exhibit A may not be amended or modified, except in accordance with the terms of the Plan.

Name of Seller: Anthony Goodman Name of Issuer: Golden Matrix Group Inc

The maximum number of Shares to be sold under the Plan in accordance with this Exhibit A is 500,000.

This Plan will expire upon the earlier of August 9, 2025 (the “Plan Termination Date,”), or until all of the shares of Common Stock to be sold under the 10b5-1 Plan are sold or the 10b5-1 Plan is otherwise terminated.

In no event will Oppenheimer sell any Shares under the Plan prior to the end of the cooling-off period as defined below:

the later of:

- (1) 90 days following the adoption of the Plan; or
- (2) two business days following the disclosure in certain periodic reports* of the Issuer’s financial results for the fiscal quarter in which the Plan was adopted, but not to exceed 120 days following the adoption of the Plan

*** Form 10-Q or Form 10-K or, for Foreign Private Issuers (as defined in Rule 3b-4 under the Exchange Act), Form 20-F or Form 6-K.**

Sales of Long, Restricted or Control Shares

Sale Period (From _____ To _____)	Authorized Number of Owned Shares to be Sold	Limit Price or Market Price	Date on Which Shares Were Acquired	How Shares Were Acquired	Nature of Payment
(a)	(b)	(c)	(d)	(e)	(f)

Exhibit A-1

For Use by U.S. Clients -- Affiliates of Issuer

1. Not to exceed 1% of the Company’s outstanding shares in any 90 day period (currently 1,217,837 shares with 121,783,696 shares of common stock issued and outstanding).

Instructions:

1. In each row under column (a), state the first and last date on which the Shares are authorized to be sold during the designated Sale Period.
2. In each row under column (b), state the maximum number of Shares authorized to be sold at the price specified in column (c) during the designated Sale Period. Do not aggregate this share amount with amounts authorized to be sold at a different price during the same designated Sale Period.
3. In each row under column (c), write either (i) a dollar price that is the minimum price (the “limit” price) at which the Shares are authorized to be sold, or (ii) the word “Market” if Shares are to be sold at the then-prevailing market price per share during the Sale Period.
4. If the Shares to be sold are subject to Rule 144:
 - (i) In each row under column (d), state the date on which the Shares were acquired.
 - (ii) In each row under column (e), state how the Shares were acquired.

(iii) In each row under column (f), state the nature of payment (e.g., cash, services, other assets or a loan) made for the Shares.

Sales of Shares Underlying Stock Options to Be Sold Under the Plan

Sale Period (From ____ To ____)	Number of Shares Underlying Options to be Sold	Limit Price or "Market" Price	Grant Date	Designation	Strike Price	Expiration Date
(a)	(b)	(c)	(d)	(e)	(f)	(g)

Exhibit A-2

For Use by U.S. Clients -- Affiliates of Issuer

Instructions:

1. In each row under column (a), state the first and last date on which the Shares are authorized to be sold during the designated Sale Period.
2. In each row under column (b), state the maximum number of Shares authorized to be sold at the price specified in column (c) during the designated Sale Period. Do not aggregate this share amount with amounts authorized to be sold at a different price during the same designated Sale Period.
3. In each row under column (c), write either (i) a dollar price that is the minimum price (the Limit Price) at which the Shares are authorized to be sold, or (ii) the word "Market" if the Shares are to be sold at the then-prevailing market price per share during the Sale Period.
4. In each row under column (d), state the dates on which the Stock Options were granted.
5. In each row under column (e), state the designation of the Stock Options (non-qualified or incentive stock option).
6. In each row under column (f), state the exercise price of the Stock Options.
7. In each row under column (g), state the expiration date of the Stock Options.

Commission per Share: 1%.

In the event that Oppenheimer is unable to sell the number of owned Shares or Shares underlying Stock Options authorized to be sold in a Sale Period for any reason (check one of the following instructions):

the unsold amount of Shares will be carried forward and added to the number of owned Shares authorized to be sold for each succeeding Sale Period (if any) until sold (subject to not more than 1% of the Company's outstanding shares being sold every 90 days); or

the unsold amount of Shares will not be sold and will not be carried over to the next Sale Period,

provided, that if any Shares are not sold by the end of the Plan Termination Date set forth above, the Plan will terminate on the Plan Termination Date and such Shares will not be sold under the Plan.

Exhibit A-3

For Use by U.S. Clients -- Affiliates of Issuer

This **Exhibit A** is an integral part of the attached Plan entered into by Seller with Oppenheimer & Co. and is subject to the terms and conditions set forth therein.

Accepted and Agreed to:

Account #: _____

OPPENHEIMER & CO. INC.

Seller's Signature: _____

By: _____

Date: _____

Exhibit A-4

For Use by U.S. Clients -- Affiliates of Issuer

EXHIBIT B

ISSUER CERTIFICATE

1. Golden Matrix Group Inc. ("Issuer") certifies that it has approved and retained a copy of the Rule 10b5-1 Sales Plan adopted on November 29, 2024 (the "Plan") between Anthony Goodman ("Seller") and Oppenheimer & Co. Inc. ("Oppenheimer") relating to shares of the common stock of Issuer (the "Shares").

2. The sales to be made by Oppenheimer for the account of Seller under the Plan will not violate Issuer's trading policies, and to the best of Issuer's knowledge there are no legal, contractual or regulatory restrictions applicable to Seller or Seller's affiliates as of the date of this representation that would prohibit Seller from entering into the Plan or prohibit any sale under the Plan.

3. If, at any time during the term of the Plan, a sale of the Shares should not be effected due to a legal, contractual or regulatory restriction, or other trading restriction imposed by Issuer, Issuer agrees to give Oppenheimer notice of such restriction as soon as practicable. Such notice will be provided to Oppenheimer's Corporate & Executive Services Department and will indicate the anticipated duration of the restriction, but will not include any other information about the nature of the restriction or its applicability to Seller. In any event, Issuer will not communicate any material, non-public information about Issuer or its securities to Oppenheimer.

4. To avoid delays in connection with transfers of stock certificates and the settlement of transactions under the Plan, and in acknowledgment of the provisions in Section 3 of the Plan that Oppenheimer will conduct sales of the Shares under the Plan pursuant to applicable provisions of Rule 144 of the Securities Act of 1933, as amended, Issuer agrees that it will, promptly upon Seller's directing delivery of the Shares into an account at Oppenheimer in the name of and for the benefit of Seller, instruct its transfer agent to process the transfer of shares and issue a new certificate to Seller that does not bear any legend or statement restricting its transferability to a buyer.

5. If the Plan covers stock options, Issuer acknowledges that Seller has authorized Oppenheimer to serve as Seller's agent and attorney-in-fact to exercise certain stock options to purchase the Shares from time to time pursuant to the Plan. Issuer agrees to accept, acknowledge and effect the exercise of such stock options by Oppenheimer and the delivery of the underlying Shares to Oppenheimer, free of any legend or statement restricting their transferability to a buyer.

6. Issuer acknowledges that it may be required to report in its periodic reports under the Securities Exchange Act of 1934, as amended, certain information regarding the adoption, modification and termination of the Plan by Seller, and agrees that it shall include such information in such reports in compliance with any such requirements.

Dated: _____

Name of Issuer: Golden Matrix Group Inc.

By: _____

Print name and title of authorized officer

Exhibit B-1

For Use by U.S. Clients -- Affiliates of Issuer

EXHIBIT C

Form 144 Power of Attorney

POWER OF ATTORNEY

The undersigned hereby constitutes and appoints Oppenheimer & Co. Inc. ("Oppenheimer") and its associates, the undersigned's true and lawful attorney-in-fact to:

(1) prepare, execute in the undersigned's name and on the undersigned's behalf, and submit to the U.S. Securities and Exchange Commission (the "SEC") a Form ID, including amendments thereto, and any other documents necessary or appropriate to obtain codes and passwords enabling the undersigned to make electronic filings with the SEC, including but not limited to Form 144 filings under the Securities Act of 1933(2)

(2) execute for and on behalf of the undersigned, in the undersigned's capacity as an officer and/or director of Golden Matrix Group Inc. (the "Company"), Form 144 and the rules and regulations thereunder;

(3) do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such Form 144 and timely file any such forms with the SEC and any stock exchange or similar authority; and

(4) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that each such attorney-in-fact, or each such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each of the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with the Securities Act of 1933

Exhibit C-1

For Use by U.S. Clients -- Affiliates of Issuer

The undersigned agrees that each such attorney-in-fact may rely entirely on information furnished orally or in writing by the undersigned to each such attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the

Company and each such attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based on any untrue statement or omission of necessary facts in the information provided by the undersigned to such attorney-in-fact for purposes of executing, acknowledging, delivering and filing Form 144 (including amendments thereto) and agrees to reimburse the Company and each such attorney-in-fact for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Form 144 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 29th November 2024.

Anthony Goodman

Exhibit C-2

For Use by U.S. Clients -- Affiliates of Issuer

EXHIBIT D

To Rule 10b5-1 Sales Plan

Between

and

Oppenheimer & Co. Inc. ("Oppenheimer")

1. Communications required by the Plan will be made to the following persons in accordance with Section 14 of such Plan:

To Seller:	Copies to:
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
To Issuer:	Copies to:
Name: _____	Name: _____
Address: _____ _____	Address: _____ _____

Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
To Oppenheimer:	Copies to:
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____

This Exhibit D is an integral part of the attached Plan entered into by Seller with Oppenheimer & Co. and is subject to the terms and conditions set forth therein.

Exhibit D-1
