

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: 2022-10-04  
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SUBJECT COMPANY

**Golden Matrix Group, Inc.**

CIK: 1437925 | IRS No.: 461814729 | State of Incorporation: NV | Fiscal Year End: 1031  
Type: SC 13D/A | Act: 34 | File No.: 005-88090 | Film No.: 221289658  
SIC: 7372 Prepackaged software

Mailing Address

3651 LINDELL ROAD, STE  
D131  
LAS VEGAS NV 89103

Business Address

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702-318-7548

FILED BY

**Goodman Anthony Brian**

CIK: 1672837  
Type: SC 13D/A

Mailing Address

3651 LINDELL RD STE D131  
LAS VEGAS NV 89103

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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. 3)\*

**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)

**April 1, 2022**

(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
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	<b>Anthony Brian Goodman</b>
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 <b>OO</b>
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 <b>Australian</b>

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power <i>Without Series B Preferred Stock:</i> <b>9,430,096 shares of Common Stock<sup>(1)</sup></b> <i>With Series B Preferred Stock (voting only):</i> <b>15,930,096 shares of Common Stock<sup>(2)</sup></b>
	8.	Shared Voting Power <b>7,470,483 shares of Common Stock</b>
	9.	Sole Dispositive Power <b>9,430,096 shares of Common Stock<sup>(1)</sup></b>
	10.	Shared Dispositive Power <b>7,470,483 shares of Common Stock</b>

11.	Aggregate Amount Beneficially Owned by Each Reporting Person <i>Without Series B Preferred Stock:</i> <b>16,900,579 shares of Common Stock<sup>(1)</sup></b> <i>With Series B Preferred Stock (voting only):</i> <b>23,400,579 shares of Common Stock<sup>(2)</sup></b>
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:</i> <b>48.9%<sup>(1)</sup></b> <i>With Series B Preferred Stock (voting only):</i> <b>57.0%<sup>(2)(3)</sup></b>
14.	Type of Reporting Person <b>IN</b>

- (1) Includes 5,400,000 shares of Common Stock issuable upon the exercise of options held by Mr. Goodman, discussed in greater detail below, which are exercisable within 60 days of such date. Also 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. The options have an exercise price of \$0.066 per share and a term through December 31, 2022. Does not include up to 750,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below.
- (2) Includes 5,400,000 shares of Common Stock issuable upon the exercise of options held by Mr. Goodman, discussed in greater detail below, which are exercisable within 60 days of such date. Also 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. The options have an exercise price of \$0.066 per share and a term through December 31, 2022. Does not include up to 750,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below.
- (3) Based solely for the purposes of such calculation on a total of 35,682,575 total voting shares (including 28,182,575 total common shares, the number of shares outstanding as of the date of this filing, as confirmed by the Company's Transfer Agent and 7,500,000 shares voted by the Series B Voting Preferred Stock), and including shares of common stock issuable upon exercise of options held by Mr. Goodman which are exercisable within 60 days. When including just Mr. Goodman's voting rights and not his options, he has the right to vote 50.4% of the Company's total voting shares as of the date of this filing. The options have an exercise price of \$0.066 per share and a term through December 31, 2022. Does not include up to 750,000 shares of common stock issuable in connection with the vesting of the RSUs discussed below.

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1.	Name of Reporting Person <b>Luxor Capital, LLC</b>
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 <b>OO</b>
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 <b>Nevada</b>

Number of Shares Beneficially Owned by Each	7.	Sole Voting Power <b>-0- shares of Common Stock</b>
	8.	Shared Voting Power

Reporting Person With		<b>7,470,483 shares of Common Stock</b>
	9.	Sole Dispositive Power <b>-0- shares of Common Stock</b>
	10.	Shared Dispositive Power <b>7,470,483 shares of Common Stock</b>

11.	Aggregate Amount Beneficially Owned by Each Reporting Person <b>7,470,483 shares of Common Stock</b>
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) <b>26.5%</b>
14.	Type of Reporting Person <b>OO</b>

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### EXPLANATORY NOTE

This Amendment No. 3 (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 and Amendment No. 2 thereto dated March 21, 2022 (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 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by adding the following at the end thereof:

Effective on September 16, 2022, the Compensation Committee and the Board of Directors of the Company approved the grant, effective on the same date, of an aggregate of 750,000 restricted stock units to Mr. Goodman in consideration for services to be rendered by Mr. Goodman through October 2024 (the “RSUs”).

The RSUs are subject to vesting, and vest to the extent and in the amounts set forth below, to the extent the following performance metrics are met by the Company as of the dates indicated (the “Performance Metrics” and the “Performance Metrics Schedule”):

Performance Period	Revenue Targets		EBITDA Targets	
	Target Goal	RSUs Vested	Target Goal	RSUs Vested
Year ended October 31, 2022	\$21,875,000	*	\$3,250,000	*
Year ended October 31, 2023	FY 2022 x 1.1	*	FY 2022 x 1.1	*
Year ended October 31, 2024	FY 2023 x 1.1	*	FY 2023 x 1.1	*

\* 1/6th of the total RSUs granted to Mr. Goodman.

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For purposes of the calculations above, (a) “EBITDA” means net income before interest, taxes, depreciation, amortization and stock-based compensation; (b) “Revenue” means annual revenue of the Company; and (c) “FY 2022” means actual Revenue or EBITDA, as the case may be achieved during the 12 month period from November 1, 2021 to October 31, 2022, and “FY 2023” means actual Revenue or EBITDA as the case may be for the 12 month period from November 1, 2022 to October 31, 2023, in each as set forth in the Company’s audited year-end financial statements (the “Target Definitions”). Both Revenue and EBITDA, and the determination of whether or not the applicable Revenue and EBITDA targets above have been met are to be determined based on the audited financial statements of the Company filed with the Securities and Exchange Commission in the Company’s Annual Reports on Form 10-K for the applicable year ends above, and determined on the date such Annual Reports on Form 10-K are filed publicly with the Securities and Exchange Commission (the “Dates of Determination”).

The Company also entered into a Restricted Stock Grant Agreement with Mr. Goodman to evidence such grants of the RSUs.

Each RSU represents the contingent right to receive, at settlement, one share of Common Stock.

The RSUs were granted pursuant to, and subject in all cases to, the terms of the Company’s 2022 Equity Incentive Plan.

#### Item 4. Purpose of the Transaction

Item 4 is amended and restated in its entirety by the following:

The information set forth in Item 3 is hereby incorporated by reference into this Item 4.

The Reporting Persons acquired the securities pursuant to the transactions described in Item 3 above. In the future, depending on general market and economic conditions affecting the Issuer and other relevant factors, the Reporting Persons may purchase or acquire additional securities of the Issuer or dispose of some or all of the securities they currently own from time to time in open market transactions, private transactions or otherwise.

Except as may occur in the ordinary course of business of the Company, the Reporting Persons do not currently have any plans or proposals which relate to or would result in the following described:

(a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;

(b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

(c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;

(d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

(e) Any material change in the present capitalization or dividend policy of the Issuer;

(f) Any other material change in the Issuer's business or corporate structure, including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;

(g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;

(h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

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(i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above.

The Reporting Persons retain the right to change their investment intent, and may, from time to time, acquire additional shares of Common Stock or other securities of the Company, or sell or otherwise dispose of (or enter into a plan or arrangements to sell or otherwise dispose of), all or part of the shares of Common Stock or other securities of the Company, if any, beneficially owned by them, in any manner permitted by law.

Additionally, Mr. Goodman, in his capacity as Chairman of the Board and Chief Executive Officer, may from time to time, become aware of, initiate, and/or be involved in discussions that relate to the transactions described in this Item 4 and thus retains his right to modify his plans with respect to the transactions described in this Item 4 and to formulate plans and proposals that could result in the occurrence of any such events, subject to applicable laws and regulations.

On April 1, 2022, 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, and the other Reporting Persons in the future may adopt, 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.

(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.

## Item 6. Contracts, Arrangements, Understanding or Relationships with Respect to Securities of the Issuer

*Item 6 is hereby amended and supplemented by adding the following at the end thereof:*

### *10b5-1 Plan*

Pursuant to the 10b-5-1 Plan, Mr. Goodman may sell up to 966,000 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 began on May 16, 2022 and will continue until December 22, 2023 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.

No sales of Common Stock have been affected pursuant to the 10b-5-1 Plan to date, as all of the requirements for such sales have not yet been met. Mr. Goodman plans to amend the terms of the 10b5-1 Plan in the next 30 days and plans to disclose such amendment to the 10b5-1 Plan in an amendment to the Schedule 13D.

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 hereby incorporated herein by this reference thereto.

## Item 7. Material to Be Filed as Exhibits

### Exhibit

No.	Description
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3.1	<a href="#">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</a>
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- 10.1 [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](#)
- 99.1 [Joint Filing Agreement by and among Mr. Anthony Brian Goodman and Luxor Capital, LLC, dated March 12, 2021](#)
- 99.2 [Form of Stock Option Agreement – Anthony Goodman \(2018 Equity Incentive Plan\)](#)
- 99.3 [Form of Golden Matrix Group, Inc. Notice of Restricted Stock Grant and Restricted Stock Grant Agreement \(2022 Equity Incentive Plan\)\(officer and employee awards – September 2022\)\(Filed as Exhibit 10.3 to the Issuer’s Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on September 20, 2022, and incorporated by reference herein\).](#)
- 99.4 [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.

October 4, 2022

/s/ Anthony Brian Goodman

Anthony Brian Goodman

October 4, 2022

**Luxor Capital, LLC**

/s/ Anthony Brian Goodman

Anthony Brian Goodman

Managing Member

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EX-10.27 3 d443819dex1027.htm FORM OF CONSULTANT STOCK OPTION AGREEMENT

Exhibit 10.27

**Golden Matrix Group Inc.  
Notice of Grant of Stock Options  
and Stock Option Award Agreement**

Dear Anthony Goodman

Golden Matrix Group Inc. hereby grants you Stock Options to purchase up to 810,000,000 shares of our Common Stock (the "Stock Options"), subject to the terms and conditions set forth in this Notice of Grant, the Terms and Conditions attached hereto as Appendix A and terms of the Golden Matrix Group Inc. 2018 Equity Incentive Plan. The key terms of the Stock Options granted to you are as follows.

**Number of Shares:** Under these Stock Options, you may purchase up to 810,000,000 shares of Common Stock.

**Exercise Price:** The purchase price for your Stock Options shall be \$0.00044 per share.

**Date of Grant:** The "Date of Grant" for your Stock Options is 3rd January 2018.

**Vesting Schedule:** Your Stock Options will be exercisable only after they become "vested." Vesting is subject to your continued performance of consulting services for Golden Matrix Group Inc. through the following vesting dates.

<u>Vesting Date</u>	<u>Vested Percentage of Shares</u>	<u>Total Number of Purchasable Shares</u>
30 <sup>th</sup> June 2018	33.33%	270,000,000
30 <sup>th</sup> December 2018	33.33%	270,000,000
30 <sup>th</sup> June 2019	33.33%	270,000,000


**Not ISOs:** These Stock Options are not "incentive stock options" under the federal tax laws.

**Expiration Date:** If not previously exercised or forfeited, the Stock Options shall expire on 30th December, 2019.

Your signature below acknowledges your agreement that these Stock Options granted to you are subject to all of the terms and conditions contained in Appendix A and the Plan. PLEASE BE SURE TO READ APPENDIX A (TERMS AND CONDITIONS), AND THE CONSULTING SERVICES AGREEMENT (INCLUDING ADDENDUMS AND SCHEDULES) DATED 22<sup>ND</sup> Day of February 2016 WHICH CONTAINS, DUTIES THE SPECIFIC TERMS AND CONDITIONS OF YOUR AWARD.

Please sign one copy of this Stock Option Agreement (the other copy is for your files) and return the signed copy to Anthony Goodman CEO no later than 15<sup>th</sup> January 2018.

**EXECUTIVE**



Anthony Goodman

Date: 13/1/2018

**Golden Matrix Group Inc.**



Weiting Feng CFO

Date: 13/1/2018



## APPENDIX A

### TERMS AND CONDITIONS OF STOCK OPTIONS

1. **Grant.** Golden Matrix Group Inc., (the "Company") has granted the Optionee of the Company named in the attached Notice of Grant (the "Optionee") stock options to purchase the number of shares of the Company's Common Stock, \$.00001 par value per share ("Common Stock"), specified in the Notice of Grant attached hereto and incorporated into this Award Agreement by reference. Capitalized terms used and not defined in this Agreement will have the meaning set forth in the Plan.

The Stock Options granted under this Award Agreement are not intended to be Incentive Stock Options covered by Section 422 of the Code.

2. **Incorporation of the 2018 Equity Incentive Plan.** The Stock Options have been granted pursuant to the provisions of the Company's 2018 Equity Incentive Plan, and the terms and definitions of the 2018 Equity Incentive Plan are incorporated into this Award Agreement by reference and made a part of this Award Agreement. The Optionee acknowledges receipt of a copy of the 2018 Equity Incentive Plan.

3. **Purchase Price.** The price per share to be paid by the Optionee for the shares purchased pursuant to these Stock Options (the "Exercise Price") shall be as specified in the Notice of Grant. This Exercise Price shall be an amount not less than the Fair Market Value of a share of Common Stock as of the Date of Grant (as defined in the Plan and specified in the Notice of Grant).

4. **Exercise Terms.** The Stock Options shall become vested and exercisable in the amounts and at the time(s) described in vesting schedule set forth in the Notice of Grant. The Stock Options shall become vested and exercisable only if the Optionee continues to regularly perform services for the Company as a Optionee through the vesting dates set forth in the vesting schedule in Notice of Grant.

The Optionee must exercise the Stock Options for at least 100,000 shares, or, if less the full number of shares shown as Purchasable Shares in the vesting schedule in the Notice of Grant as to which the Stock Options remain unexercised.

If the Stock Options are not exercised with respect to all or any part of the shares subject to the Stock Options prior to the expiration date specified in the Notice of Grant the Stock Options shall expire and any shares with respect to which the Stock Options were not exercised shall no longer be Purchasable Shares subject to the Stock Options.

5. **Option Non-Transferable.** No Stock Options shall be transferable by the Optionee other than by will or the laws of descent and distribution or, in the case of non-Incentive Stock Options, pursuant to a Qualified Domestic Relations Order or as otherwise permitted pursuant to Section 11.7 of the 2018 Equity Incentive Plan. During the lifetime of the Optionee, the Stock Options shall be exercisable only by such Optionee (or by such Optionee's guardian or legal representative, should one be appointed).

6. **Notice of Exercise of Option.** The Stock Options may be exercised by the Optionee, or by the Optionee's administrators, executors or personal representatives, by a written notice signed by the Optionee, or by such administrators, executors or personal representatives, and delivered or mailed to the Company to the attention of the President, Chief Executive Officer or such other officer as the President or Chief Executive Officer may designate. Any such notice shall:

- (a) specify the number of shares of Common Stock which the Optionee or the Optionee's administrators, executors or personal representatives, as the case may be, then elects to purchase hereunder,
- (b) contain such information as may be reasonably required pursuant to Section 10 below, and
- (c) be accompanied by (i) a certified or cashier's check or, if acceptable to the Committee, a recourse note payable to the Company in payment of the total Exercise Price applicable to such shares as provided herein,



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(ii) shares of Common Stock owned by the Optionee and duly endorsed or accompanied by stock transfer powers having a Fair Market Value equal to the total Exercise Price applicable to such shares purchased under this Agreement, (iii) shares otherwise issuable upon exercise of the Stock Options having a Fair Market Value equal to the total Exercise Price applicable to such shares purchased under this Agreement or (iv) a certified or cashier's check or, if acceptable to the Committee, a recourse note payable to the Company, accompanied by the number of shares of Common Stock whose Fair Market Value when added to the amount of the check or note equals the total Exercise Price applicable to the shares being purchased under this Agreement.

Upon receipt of any such notice and accompanying payment, and subject to the terms hereof, the Company agrees to issue to the Optionee or the Optionee's administrators, executors or personal representatives, as the case may be, stock certificates for the number of shares specified in such notice registered in the name of the person exercising the Stock Options.

7. Issuance of Stock Certificates for Shares. The stock certificates for any shares of Common Stock issuable to the Optionee upon exercise of the Stock Options shall be delivered to the Optionee (or to the person to whom the rights of the Optionee shall have passed by will or the laws of descent and distribution) as promptly after the date of exercise as is feasible, but not before the Optionee has paid the option price for such shares.

8. Termination of Consulting Services.

(a) Except as otherwise specified in the Notice of Grant for the Stock Options covered by this Agreement, in the event of the termination of the Optionee's consulting services for the Company, other than a termination that is either (i) for Cause, (ii) voluntarily initiated on the part of the Optionee and without written consent of the Company, or (iii) for reasons of death or retirement, the Optionee may exercise the vested portion of the Stock Options at any time within ninety (90) days after such termination to the extent of the number of shares which were Purchasable Shares under the vesting schedule in the Notice of Grant at the date of such termination,

(b) Except as specified in the Notice of Grant for the Stock Options attached hereto, in the event of a termination of the Optionee's consulting services that is either (i) for Cause or (ii) voluntarily initiated on the part of the Optionee and without the written consent of the Company, the Stock Options, to the extent not previously exercised, shall terminate immediately and shall not thereafter be or become exercisable.

9. Death of Optionee. Except as otherwise set forth in the Notice of Grant with respect to the rights of the Optionee upon termination of the consulting services for the Company under Section 8(a) above, in the event of the Optionee's death while performing consulting services for the Company or within three months after termination of such consulting services (if such termination was neither (i) for cause nor (ii) voluntary on the part of the Optionee and without the written consent of the Company), the appropriate persons described in Section 6 of this Agreement or persons to whom all or a portion of the Stock Options is transferred in accordance with Section 5 of this Agreement may exercise the Stock Options at any time within a period ending on the earlier of (a) the last day of the one year period following the Optionee's death or (b) the expiration date of the Stock Options specified in the Notice of Grant. If the Optionee was actively performing consulting services for the Company at the time of death, any unvested rights to acquire shares pursuant to the Stock Options shall immediately vest and the Stock Options may be so exercised to the extent of the number of shares that were Purchasable Shares under the vesting schedule in the Notice of Grant at the date of death. If the Optionee's consulting services terminated prior to his or her death, the Stock Options may be exercised only to the extent of the number of shares covered by the Stock Options which were Purchasable Shares under the vesting schedule in the Notice of Grant at the date of such termination.

10. Compliance with Regulatory Matters. The Optionee acknowledges that the issuance of capital stock of the Company is subject to limitations imposed by federal and state law, and the Optionee hereby agrees that the Company shall not be obligated to issue any shares of Common Stock upon an attempted exercise of this Stock Options that would cause the Company to violate law or any rule, regulation, order or consent decree of any regulatory authority (including without limitation the SEC) having jurisdiction over the affairs of the Company. The Optionee agrees that he or she will provide the Company with such information as is reasonably requested by the





Company or its counsel to determine whether the issuance of Common Stock complies with the provisions described by this Section 10.

11. Adjustment in Option. The number of Shares subject to these Stock Options, the Exercise Price and other matters are subject to adjustment during the term of the Stock Options in accordance with Section 4.3 of the 2018 Equity Incentive Plan.

12. Rights Prior to Issuance of Certificates. Neither the Optionee nor any person to whom the rights of the Optionee shall have passed by will or the laws of descent and distribution shall have any of the rights of a shareholder with respect to any shares of Common Stock until the date of the issuance to him of certificates for such Common Stock as provided in Section 7 above

13. Capitalization Adjustments to Common Stock. In the event of a Capitalization Adjustment, then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser's ownership of Common Stock shall be immediately subject to the Repurchase Option and be included in the word "Common Stock" for all purposes of the Repurchase Option with the same force and effect as the shares of the Common Stock presently subject to the Repurchase Option, but only to the extent the Common Stock is, at the time, covered by such Repurchase Option. While the total Option Price shall remain the same after each such event, the Option Price per share of Common Stock upon exercise of the Repurchase Option shall be appropriately adjusted.

14. Corporate Transactions. In the event of a Corporate Transaction, then the Repurchase Option may be assigned by the Company to the successor of the Company (or such successor's parent company), if any, in connection with such Corporate Transaction. To the extent the Repurchase Option remains in effect following such Corporate Transaction, it shall apply to the new capital stock or other property received in exchange for the Common Stock in consummation of the Corporate Transaction, but only to the extent the Common Stock was at the time covered by such right. Appropriate adjustments shall be made to the price per share payable upon exercise of the Repurchase Option to reflect the Corporate Transaction upon the Company's capital structure; *provided, however,* that the aggregate price payable upon exercise of the Repurchase Option shall remain the same.

15. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their representatives, successors and assigns.

(b) This Agreement shall be governed by the laws of, the State of Nevada.

(c) Any requests or notices to be given hereunder shall be deemed given, and any elections or exercises to be made or accomplished shall be deemed made or accomplished, upon actual delivery thereof to the designated recipient, or three days after deposit thereof in the United States mail, registered, return receipt requested and postage prepaid, addressed, if to the Optionee, at the most recent mailing address provided to the Company in writing, and, if to the Company, to the executive offices of the Company at, 3651 Lindell Road, Ste D131, Las Vegas, NV 89103 USA or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

(d) This Agreement may not be modified except in writing executed by each of the parties to it.

(e) This Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

(f) Neither this Agreement nor the Stock Options confer upon the Optionee any right with respect to continuance of consulting services for the Company.



**Rule 10b5-1 Sales Plan**

This Rule 10b5-1 Sales Plan (“Plan”) adopted on April 1, 2022 (the “Adoption Date”), is entered into between Anthony Brian 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.

i. Oppenheimer shall provide to the Seller at the end of each day on which Shares are sold by Oppenheimer under this Plan, information sufficient to permit Seller to timely prepare and make all filings required under Sections 13 and 16 of the Exchange Act and Rule 144 under the Securities Act.

## 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, nonpublic 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.

(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.

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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, nonpublic 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.

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

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(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, nonpublic 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. 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 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.

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 nonpublic 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.

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; (B) Seller agrees to notify Issuer promptly upon such termination; and (C) Seller may not enter into a new plan with Oppenheimer for the purpose of selling or purchasing, in accordance with Rule 10b5-1(c)(1) of the Exchange Act, any securities of Issuer until at least 90 days after the date on which Oppenheimer has received Seller’s written notice of 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;

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.

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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.

#### 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 willful 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, 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 willful misconduct. 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 willful 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:

(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.

b. Any modification or amendment to this Plan and the Exhibits hereto will become effective no earlier than 30 days after all of the conditions to such amendment or modification set forth in Section 8.a. have been satisfied.

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c. 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, nonpublic 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.

(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.

#### 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 C 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.

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

**SELLER**

Signature: \_\_\_\_\_

Print Name: Anthony Brian Goodman

Title: Self

Date: 1 April 2022

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

Accepted and Agreed to:

**OPPENHEIMER & CO. INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

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

Name of Seller: Anthony Brian 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 \_\_\_\_\_.

This Plan will expire upon the earlier of the 2<sup>nd</sup> Anniversary of the Adoption Date (the "Plan Termination Date," which may be no later than the second anniversary of the Adoption Date) or when \_\_\_\_\_ Shares are sold.

**In no event will Oppenheimer sell any Shares under the Plan prior to 30 days from the Adoption Date.**

**Sales of Long, Restricted or Control Shares**

Sale Period (week)	Authorized Number of Owned Shares to be Sold Per Week (1)	Limit Price	Date on Which Shares Were Acquired	How Shares Were Acquired	Nature of Payment


(1) Not to exceed 1% of the Company's outstanding shares in any 90 day period (currently \_\_\_\_\_ shares with \_\_\_\_\_ 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.

**Commission: 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.

**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: 1 April 2022

Exhibit A-2

**EXHIBIT B**

**ISSUER CERTIFICATE**

1. \_\_\_\_\_ (“Issuer”) certifies that it has approved and retained a copy of the Rule 10b5-1 Sales Plan adopted on \_\_\_\_\_, 2022 (the “Plan”) between \_\_\_\_\_ (“Seller”) and Oppenheimer & Co. Inc. (“Oppenheimer”) relating to shares of the common stock of Issuer (the “Shares”).

1. 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.

2. 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, nonpublic information about Issuer or its securities to Oppenheimer.

3. 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.

4. 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.

Dated: \_\_\_\_\_, 2022

Name of Issuer:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

Print name and title of authorized officer

Exhibit B-1

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**EXHIBIT C**

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:

<b>To Seller:</b>	<b>Copies to:</b>
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____

Fax: _____	Fax: _____
<b>To Issuer:</b>	<b>Copies to:</b>
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
<b>To Oppenheimer:</b>	<b>Copies to:</b>
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____

This **Exhibit C** 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 C-1