Non-Exclusive Game Feed Distribution License

This Agreement, signed on **June 18, 2020** [hereinafter: Effective Date] governs the relationship between:

Radinet LTD a private company with limited liability, incorporated under the laws of the Cyprus having its registered address at 11 Karyatidon Street, 2311 Latakamia, Nicosia, Cyprus, hereby duly represented by **Kyriaki Hadjifilippou**; (hereinafter: Licensee)

and

MarketJS Limited, a duly registered limited liability company in Hong Kong whose principal place of business [at 25th Floor, Workington Tower, 78 Bonham Strand, Sheung Wan, Hong Kong , hereby duly represented by **Ben Chong** (Hereinafter: Licensor).

Licensor and Licensee individually herein called "Party" and collectively herein called "Parties".

This Agreement sets the terms, rights, restrictions and obligations of the portal and games licensed via the MarketJS.com platform (www.marketjs.com) (Herinafter: Game Software), documented in Annex A, which have been created and are owned by Licensor, as detailed herein:

1.   License Grant: Licensor hereby grants Licensee a commercial, non-exclusive license, all in accordance with the terms set forth in this Agreement.

2.   Limited: Licensee may use Game Software for the purpose of running Game Software on Licensee's Territories specified in Annex A

3.   Non Assignable & Non-Transferable: Licensee may not assign or transfer his rights and duties under this license. Licensee shall use the Game Software for Licensee's own products, operation and services.

4.   Commercial: Licensee may use Game Software strictly for purposes defined in Annex A .

5.   Term & Termination: The Term of this license shall as stated in Annex A, unless terminated on the following grounds. Licensor may terminate this Agreement, including Licensee's license in the case where Licensee:

   (a)   became insolvent or otherwise entered into any liquidation process; or
   (b)   Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
   (c)   Licensee in breach of any of the terms of clause 2 to this license; or
   (d)   Licensee otherwise entered into any arrangement which caused Licensor to be unable to enforce his rights under this License.
   (e)   Licensor is unable to maintain operations

6.   Payment: In consideration of the License granted under Clause 1, Licensee shall pay Licensor the fees specified in Annex A, upon Execution of Agreement. Failure to perform payment shall construe as material breach of this Agreement.

7.   Liability: The Game Software is provided under an AS-IS basis. Licensor shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by Licensee as a result of Game Software's actions, failure, bugs and/or any other interaction between The Game Software and Licensee's end-equipment, computers, other Game Software or any 3rd party, end-equipment, computer or services. Any technical issues shall be escalated as a support ticket to Licensor, to be solved on a best effort and availability basis.

8.   Neither Party shall in any event be liable to the other Party either in this Agreement or in tort, for i) any special, indirect, incidental or consequential damages (including loss of revenue, income or profits), whether or not the possibility of such damages could have been reasonably foreseen even if the other Party was advised in advance of the possibility of such loss or damage ii)

for business interruption iii) for loss of or corruption of data. Each Party agrees to take reasonable steps to mitigate its damages.

9.   Intellectual Property: Licensor hereby warrants that The Software does not violate or infringe any 3rd party intellectual property rights, including but not limited to copyrights, patents and/or trademarks, or any other 3rd party rights. Licensor further warrant that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property or other rights. Licensor is the owner of the Intellectual Property of The Software.

10.   Prior Inspection: Licensee hereby states that he inspected The Game Software thoroughly and found it satisfactory and adequate to his needs, that it does not interfere with his regular operation and that it does meet the standards and scope of his computer systems and architecture. Licensee found that The Game Software interacts with his development, website and server environment and that it does not infringe any of End User License Agreement of any Game Software Licensee may use in performing his services. Licensee hereby waives any claims regarding The Game Software's incompatibility, performance, results and features, and warrants that he inspected the Game Software

11.   No Refunds: Licensee warrants that he inspected The Software according to previous clause and that it is adequate to his needs. Accordingly, as The Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if The Software contains material flaws. Any bugs in Software shall be escalated as a support ticket to Licensor.

12.   Governing Law, Jurisdiction: The laws of Hong Kong shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of Parties hereto. If any provision of this Agreement is held to be invalid, then the remaining provisions shall nevertheless remain in full force and effect.

13.   Mutual Non-Disclosure. Both Licensee and Licensor agree that it will never disclose any information shared, to any third party. All information on this Agreement shall be kept strictly confidential.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF Licensor and Licensee hereby agree to the terms and conditions set forth in this Agreement and the parties have each caused this Agreement to be executed, signed, sealed and delivered by their duly representatives as of the Effective Date.

Representative of Licensor:

For and on behalf of
MarketJS Limited

Ben Chong
CEO
MarketJS Limited

Representative of Licensee:

Kyriaki Hadjifilippou
Director
Radinet LTD

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Annex A

<u>Licensed items</u>
Game feed containing game URLs and metadata, as show in demo API:
subscription.marketjs.com/api/portal_game/list/json/50

The game feed shall contain
- 300 games
- 5-10 new games added each month subject to availability
- No branding (i.e no MarketJS splash)

<u>Territories</u>:
1. **Denmark**
2. **United Kingdom (UK)**

<u>Term</u>: 1 year, automatically renewable

<u>Compliance:</u> For IP compliance reasons, Licensee should update Licensor on a quarterly basis via email, the URLs where the games are being deployed. Eg:

game-portal1.com
game-portal2.com

<u>Termination:</u> 1 months notice

<u>Deliverables:</u>
Game feed via API
The domain shall be branded with **api.lootpower.com**

<u>Onboarding Process:</u>
1. Licensee shall CNAME the Web Domain above, to point to Licensor's API platform (whitelabel.marketjs.com)
2. Licensor shall populate with API with the licensed games

<u>Ongoing support:</u>
Licensor to provide email-based support with 24 hour response time

<u>Customizations:</u> None, as-is

<u>Onboarding process:</u>

- Licensee shall CNAME the web domain above, to point to Licensor's whitelabel platform (whitelabel.marketjs.com)
Licensor to provide support

Licensing Fee
Licensee shall pay Licensor **400 USD (or four hundred US dollars only)** per month, as an annual licensing fee.

Payment terms
- Upon execution of Agreement, Licensee shall pay Licensor a 3 months upfront license fee
- Licensee shall pay Licensor on an upfront basis, every 3 months.
- Licensor shall invoice the Licensee. Upon successful payment of the Upfront amount by Licensee, Licensor shall initiate the onboarding and setup process

Payment plan

Month	Item	Amount (USD)
1	3 month license	1,200
2		0
3		0
4	3 month license	1,200
5		0
6		0
7	3 month license	1,200
8		0
9		0
10	3 month license	1,200
11		0
12		0

Payment information:
Please wire transfer funds via Automated Clearing House (ACH) or Telegraphic Transfer (TT) to Licensor's account:

Account holder name: **MarketJS Limited**
Account number: **023-184641-838**

Bank name: **HSBC (The Hong Kong and Shanghai Banking Corporation)**
Bank address: **1 Queen's Road Central, Hong Kong**
SWIFT Code for international transfers: **HSBCHKHHHKH**