

Walkin Games Inc.

1105-28 Elizabeth Street North
Mississauga, Ontario, Canada
L5G 2Z6

LETTER OF INTENT

BZR Empire

2128 Avenue Vendome
Montreal, Quebec, Canada
H4A 3M5

Dear Matthew,

This is in response to the “letter of intent” you sent on **November 1, 2013**, regarding the intention of BZR Empire (“BZR”) to co-develop and co-publish “Pattern Battle” (working name) and to simultaneously negotiate and possibly conclude appropriate written contracts pursuant to which BZR would be able to co-publish the “Pattern Battle” application (the “Game”).

Walkin Games Inc. (“Walkin”) understands the parties’ intentions to differ from those set out in your letter. Based on our discussions to date, Walkin understands the mutual intention of the parties to be as follows:

1. To enter into discussions on an agreement, which sets out the entire terms and conditions under which BZR will develop the Game on behalf of Walkin. Neither party shall be obligated to conclude such agreement and shall retain the option to terminate such discussions at any time prior to executing such agreement at its sole discretion.
2. Work related to the development of the Game performed by BZR until a final agreement of development has been made, shall be at the expense of BZR.
3. Walkin and BZR will negotiate an agreement in good faith pursuant to which:
 - (a) Walkin will provide a game design for *the “Game”*;
 - (b) BZR will be responsible for software development of *the “Game”* in accordance with the agreed upon game design;

If a final agreement is not concluded, then any materials exchanged between the parties shall be returned to their respective owners, provided, however, that any confidentiality agreement executed between the parties shall remain unaffected by such expiration or termination.

4. After signing this letter it is expressly understood that the parties will enter into detailed discussions to form a consensus regarding shared rights, responsibilities and other business matters pertaining to the final agreement prior to BZR drafting the final agreement. Again, neither party shall be obligated to conclude such agreement and shall retain the option to terminate such discussions at any time prior to executing such agreement at its sole discretion.

Walkin Games Inc.


1105-28 Elizabeth Street North
Mississauga, Ontario, Canada
L5G 2Z6

5. It is expressly understood and agreed that no contracts shall be inferred or implied merely as a consequence of the discussions carried on between the parties, and that no legal obligations or commitments shall come into existence between the parties except as stated in this Letter and/or pursuant to written contracts contemplated under this Letter and signed by both parties. Neither party is acting under any oral or written representations made prior to or contemporaneously with this Letter. Hence, neither party shall have any obligations to the other except those stated in this Letter or which might be evidenced in subsequent written documents (such as confidentiality agreement) signed by both parties.

6. Our explorations and negotiations under this Letter are expected to conclude within a reasonable amount of time. During this period, each party may share certain proprietary and confidential information with the other, including trading secrets as governed by the Non-Disclosure Agreement attached in **Schedule A**, which notwithstanding any lack of explicit execution is hereby deemed to be executed by each of the parties upon acceptance of this letter of intent.

7. The parties recognize that they may not reach final agreement on the contracts contemplated hereunder, and consequently, each party hereby acknowledges that it is entering into these discussions at its own cost, including legal costs, and risk (except as otherwise agreed hereunder). Neither party shall be liable to the other for any direct losses that may result from an unfavourable conclusion of these discussions, including, without limitation, sunk costs in regards to preparation of materials contemplated by this Letter, travelling and accommodation, and advice taken from internal or external consultants, nor shall any of the parties be liable for any loss of income, loss of profit, loss of time, or other indirect losses in this respect.

8. All matters concerning rights and obligations created by this Letter shall be governed by Canadian Law (regardless of rules applicable to conflicts of law), and the parties fully and irrevocably submit to the exclusive jurisdiction of the Commercial Court of Quebec, and the city of Montreal in the province of Quebec.


Cary Walkin

Walkin Games Inc.

I have authority to bind the corporation

11/18/13
Date

Please indicate your acceptance of these terms by signing below.

Matthew Zoern

BZR Empire

I have authority to bind the corporation

Date

Walkin Games Inc.

1105-28 Elizabeth Street North
Mississauga, Ontario, Canada
L5G 2Z6

Schedule A

Walkin Games Inc. (Walkin) and BZR Empire Games, Montreal, Canada (BZR) have entered into the following

NON-DISCLOSURE AGREEMENT**1. Background**

Walkin and BZR are currently discussing entering into an agreement to develop a software based game.

During the course of the above activity it will become desirable and necessary for each party to disclose to the other party Confidential Information (as hereinafter defined) about their respective businesses. The parties have agreed to provide for the conditions of disclosure of Confidential Information and the rules governing the use and the protection thereof.

2. Confidential Information

The term "Confidential Information" means, in respect of a party, all information and data of confidential nature relating to the party, including but not limited to financial, proprietary, development, technical, marketing, sales, know/how, business and process information. Such information and data shall be considered Confidential Information irrespective of whether it was communicated orally, in writing or on any other record bearing media and irrespective of whether it was marked as confidential or not.

Walkin Games Inc.

1105-28 Elizabeth Street North
Mississauga, Ontario, Canada
L5G 2Z6

3. Non-disclosure

- I. Each party shall hold Confidential Information received from the other party pursuant to this Agreement confidential and not disclose it to anyone, other than to (i) its legal counsel and its accountant(s) and (ii) those other employees and consultants who require it.
- II. Both parties shall ensure that the persons who will be given access to Confidential Information shall have been made aware of this Agreement and undertaken to maintain sufficient protection of such Confidential Information.
- III. Each party shall not use Confidential Information of the other party for any other purpose than stated in section 1 hereof.
- IV. Nothing in this Agreement shall be construed as imposing an obligation on either party to disclose Confidential Information to the other party.
- V. Disclosed information remains the property of the disclosing party. Disclosure under this Agreement shall not be construed as granting the other party any right, license, title or any other interest in or to any Confidential Information.
- VI. The disclosure of Confidential Information under this Agreement shall not be construed as a representation or warranty as to the accuracy or completeness of such information.

4. Exceptions

The obligations imposed by section 3 above shall not apply, or shall cease to apply, to any Confidential Information if or when, and to the extent that such Confidential Information.

- I. was or becomes through no breach of the recipient's obligations hereunder, public knowledge,
- II. was or becomes known to the recipient from sources other than the disclosing party,
- III. is disclosed or used with the prior written consent of the other party,
- IV. was in recipient's possession before receipt from the disclosing party, proof of which is placed upon recipient,
- V. is required to be disclosed pursuant to any legal or regulatory requirement, provided that the recipient promptly notifies the disclosing party in writing of the existence, terms and circumstances surrounding such required disclosure so that the disclosing party may seek a protective order or other appropriate remedy from the proper authority.

6. Term of Agreement


This Agreement shall remain in full force and effect until 24 months after the signing of this NDA.

Walkin Games Inc.

1105-28 Elizabeth Street North
Mississauga, Ontario, Canada
L5G 2Z6

7. Governing law

Quebec
CW
11/18/13
This agreement shall be governed by and construed in accordance with the laws of the province of ~~Ontario~~ and the laws of Canada applicable therein (regardless of rules applicable to conflicts of law), and the parties fully and irrevocably submit to the exclusive jurisdiction of the courts situated in the city of Montreal in the province of Quebec.


Cary Walkin
Walkin Games Inc.
I have authority to bind the corporation

11/18/13

Date

Matthew Zoern
BZR Empire
I have authority to bind the corporation

Date