

Licensing Agreement

This Agreement is hereby entered into on September, 12 2012.

Between:

United Fun Traders Limited (Reg. No.: 991773, Success Comm. Bldg., Flat B, 6/F., 251 Hennessy Road, Hong Kong), whose principal place of business is content production and generating and who is incorporated under the laws of S.A.R. Hong Kong (hereinafter referred to as 'Licensor').

neXva Inc., whose principal place of 7660 Fay Avenue, Suite 340, La Jolla, CA 92037, USA, who is incorporated under the laws of the USA (hereinafter referred to as 'Reseller').

WHEREAS:

Licensor is a company operating in the production of Content, ownership and licensing of rights of use of intellectual property rights and associated Content wishing to provide such service against payment to end users.

Reseller is to act as a Reseller for its end users in the Territory, using its network of partners and is willing to make royalty payments to Licensor for any Content sold by Reseller under this Agreement.

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. *Scope of the Agreement*

Licensor agrees to provide Reseller with content and wireless application services for wireless devices such as mobile phones, such content as set out in Appendix A attached hereto (as may be mutually varied from time to time) (hereinafter referred to as 'Content'). Licensor grants to Reseller and Reseller accepts a license to present to public, display, promote, use and sell during the Term throughout the Territory the Content set out in Appendix A in either a non-exclusive or an exclusive basis set out in Appendix B, to commercially exploit via Reseller's content distribution service which permits and enables consumers to access the Content and purchase the Content via SMS, MMS, WAP, JAVA, BREW, I MODE or similar IP based systems (hereinafter referred to as 'Services').

2. *Term*

This Agreement shall commence upon the date of signature and shall continue in full force for one (1) year. Upon expiry of the Term hereof and in the event that neither party has presented the other party with three (3) months written notice this Agreement shall be deemed as being automatically renewed for subsequent one (1) year periods unless and until either party serves three (3) months written notice prior to the next applicable renewal date upon the other party to terminate the Agreement.

Upon termination of this Agreement without cause or upon expiration, Reseller shall cease commercial use of the Licensed Property within thirty (30) days from the termination or expiration date. Upon termination of this Agreement with cause by Licensor, Reseller shall cease commercial use of the Licensed Property immediately and destroy any electronic files.

Termination or expiration of this Agreement shall not extinguish any of the parties' obligations under this Agreement which by their terms continue after the date of termination or expiration.

3. *Territory*

The territory is the stated geographical locations and Companies if specifically required listed in Appendix B that form the marketplace for the Reseller to sell the Content listed in Appendix A.

4. *Licensor's Obligations and Warranties*

4.1 Licensor shall supply Reseller with the Content set out in Appendix A attached hereto (such Content may be varied by mutual agreement from time to time).

4.2 Licensor shall maintain a database of Content and update the Content at regular intervals.

4.3 Licensor warrants that they are the sole owner of all copyrights, trademarks and all other intellectual property rights relating to the Content or have licensed the Content from a third party in equal terms to

For and on behalf of
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this Agreement and as such give Reseller permission to use such rights in accordance with and for the sole purpose of this Agreement.

- 4.4 Licensor warrants that it has the full authority to enter into this Agreement and to perform all of its obligations hereunder.

5. Reseller's Obligations and Warranties

- 5.1 Reseller warrants that it shall not use any or all of Licensor's intellectual property rights (a) in a way not provided for within this Agreement, (b), in an illicit, illegal or derogatory way, and (c), in any other form than as is provided to Reseller by Licensor under this Agreement.

- 5.2 Reseller shall provide Licensor on a monthly basis via on-line facilities with statistical data relating to the Services, i.e., numbers sold, such statistical data to be for information purposes only. In the event that live statistics are not available, Reseller shall provide reports at the end of every month regarding sales.

- 5.3 Reseller warrants that it has the full authority to enter into this Agreement and to perform all of its obligations hereunder.

- 5.4 Reseller shall set up the Content for commercial usage and distribution throughout the Territory during the Term via its Services.

- 5.5 Reseller is responsible for the proper technical quality of selling the Content together with the professional conduct in selling the Content.

- 5.6 Reseller requires agreement with Licensor to press release any of the Content or other promotional materials relating to the Content. Reseller shall provide Licensor with scan/fax copies of promotional materials relating to the Content.

- 5.7 Reseller warrants that any and all Content shall be securely held on Resellers server and any subsidiaries. Should Reseller require Content to reside on a third party server, then the Reseller requires Agreement from the Licensor.

- 5.8 Reseller shall use its best endeavours to promote the Content through all media channels.

- 5.9 Reseller shall supply Licensor with contact details for each territory in which Reseller operates under this Agreement.

- 5.10 Reseller shall provide Licensor with a list of all websites and WAP sites via which the Content shall be provided. For the avoidance of doubt such sites shall be under the control of the Reseller at all times or through contractual agreement in terms no less protective than this Agreement on third party servers.

6. Payment

Reseller shall pay Licensor the fee outlined in Appendix B of all Sales derived by Reseller from Reseller's direct and indirect exploitation of the Licensed Property on the Licensed Platforms hereunder.

- 6.1 As used herein, direct exploitation of the Licensed Property shall mean those instances in which content is stored on and delivered to end users from servers that are owned or operated by Reseller, and indirect exploitation of the Licensed Property shall mean those instances in which content is stored on and delivered to end users from servers that are owned or operated by any person or entity other than Reseller, including Reseller's sub-licensees.

- 6.2 Reseller shall provide a statement to Licensor within 10 days of month end. Licensor will then raise an invoice that will be paid over by Reseller within 30 days. Reseller shall maintain accurate records of the activities that give rise to a payment obligation under this Agreement and calculations of the fees payable to Licensor, and shall provide monthly reports thereof.

- 6.3 Reseller shall, unless otherwise directed by Licensor, send all royalty payments and accounting reports via electronic mail to info@u-f-t.com.

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7. Auditing

Reseller shall keep complete and accurate records for the duration of the Term. Reseller agrees that Licensor or its authorised representatives shall be permitted upon fourteen (14) days notice to inspect at Reseller's business premises during normal working hours such records and to take copies or extracts from such records and give Licensor or its authorised representatives such assistance and access to such other records as may be necessary in order to verify accuracy. If it shall be determined that Licensor has been underpaid then Reseller shall pay the amount of the underpayment. The costs of any such audit shall be borne by Licensor provided that if it shall be determined that Licensor has been underpaid by a sum of either (i) five percent (5%) or more of the amount paid to Licensor for the audited period or (ii) Two Thousand Pounds Sterling (£2,000) (whichever is the lesser) then the costs of such audit shall be borne by Reseller and Reseller shall forthwith pay such costs to Licensor. Such audit procedure could take place only once in a 12 month period. Any kind of information obtained during an audit procedure, shall be governed by the confidentiality provision of Section 10.

8. Indemnification

Both parties agree to indemnify and hold harmless the other party from and against any and all claims, liabilities, and expenses arising as a result of or in connection with any breach of representation, warranty, act and / or omission.

9. Intellectual Property

In no way whatsoever shall any rights subsisting in a party's intellectual property be deemed to vest at any time with the other party. Reseller shall have a license to use Licensor's intellectual property for the purpose of carrying out the agreement and only for the duration of the agreement.

10. Confidential Information

Both parties hereby agree to treat the terms, but not the existence of this Agreement as confidential and agree not to disclose the contents hereof to any third party without the prior written consent of the other party.

Each party has provided and may provide from time to time confidential information to the other relating to each others services etc and each party hereby agrees that it will use such confidential information solely for the purposes of this Agreement and that it shall not use or disclose, whether directly or indirectly, to any third party any such confidential information, other than as required to do so under this Agreement. The foregoing does not apply to information which was already in the public domain or in as far as a party is required to do so under a governmental authority, statute, regulation or law.

In the event of any such disclosure the disclosing party shall notify the other party as soon as possible prior to disclosure. Both parties agree that the provisions of this clause shall remain in effect following expiration or termination of this Agreement.

11. Termination

- 11.1 If either party is in default of any of the provisions hereof which would entitle the other party to terminate this Agreement the other party shall only be entitled to do so after the party in default has been given notice in writing specifying the nature of the default and has failed to remedy the same within thirty (30) days of the receipt of such notice.
- 11.2 In the event that either party goes bankrupt, enters into liquidation or has an administrator appointed over its assets the other party may serve notice to terminate this Agreement with immediate effect.
- 11.3 In the event that Licensor either, (i) reasonably deems it to their detriment commercially to continue to supply Content for the mobile phone market, or, (ii) is prevented by continuing issues to continue to provide Content Licensor shall be entitled to terminate this Agreement upon giving Thirty (30) days notice.
- 11.4 In the event that non-accounting (subject to Appendix B hereto) or non-performance occurs Licensor shall be entitled to terminate this Agreement with immediate effect.
- 11.5 All monies outstanding upon expiration or termination shall become immediately payable upon such expiration or termination and any and all rights granted herein shall revert to the party granting those rights unencumbered and free from claim by the other party. Further any and all format data must be destroyed and / or deleted from Resellers system and / or possession.

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12. Relationship of Parties

Nothing in this Agreement shall be construed to suggest that a partnership or joint venture exists between the parties hereto.

13. Assignment

Neither party shall be permitted to assign this Agreement and its obligations to any third party without first obtaining the other party's written consent.

14. Severability

In the event that any provision hereunder is declared by any judicial body to be void or voidable or unenforceable then that such provision shall be struck out of the scope of this Agreement and the remaining provisions shall continue in full force and effect.

15. Variation of Agreement

Any variation to this Agreement shall only be deemed to constitute part of this Agreement if such variation is in writing and is signed by both parties hereto.

16. Notices

Any and all notices served hereunder shall be deemed to be served only if any such notice is served via registered post or fax and shall be deemed to be delivered two (2) days after the date of postage or on the date following the date on which it was faxed. For the avoidance of doubt any and all notices served hereunder shall be sent to the address as indicated above.

17. Force Majeure

Neither party shall be responsible to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

Events of force majeure include, but are not limited to, war, acts of government, natural disasters, fire, acts of God.

If an event of force majeure results in delay or non-performance by a party for a period of three (3) months for more either party shall be entitled to terminate this Agreement with immediate effect.

18. Applicable Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the UK law and the Parties irrevocably agree to the exclusive jurisdiction of the United Kingdom Courts to settle any disputes that may arise out of or in connection with this agreement.

IN WITNESS WHEREOF this Agreement has been signed in duplicate.

<p>For and on Behalf of United Fun Traders <i>For and on behalf of</i> SIGNED: UNITED FUN TRADERS LIMITED</p> <p>PRINTED NAME: Kirill Petrov PETROV POSITION: General Manager <i>Authorized Signature(s)</i> DATE: October, 7 2012</p>	<p>For and on Behalf of neXva Inc. SIGNED: <i>B. J. Quillan</i> PRINTED NAME: Steve Anthony Resario B. J. Quillan POSITION: Partner CEO DATE: 23 January 2013</p>
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Appendix A

Content Provided

Content Type	Content Name/ Type	Description
Java, Android, Blackberry	Dragon and Dracula	<p>Uncover the secrets of your forefathers as the last of the dragons in this epic fairytale adventure. You begin as a baby dragon, alone in your warm cave, but under threat from the evil Dracula and his minions you'll need to grow up quickly and brave the vast world outside your cave in order to survive. By completing levels and collecting artefacts you'll be able to see your dragon grow, allowing him to take on tough new challenges and learn vital new skills. You'll even be able to customise the look of your dragon by unlocking adornments throughout your quest.</p> <p>Each level has a multitude of coins as well as rare perks that will greatly enhance your dragon's abilities for a limited time. As you progress you'll unlock a variety of mini-games which can then be accessed any time. Your main quest remains to defeat Dracula, and with the wisdom of your forefathers sealed away in ancient tablets, you'll be able to learn what it means to be a dragon and how to defeat the evil Dracula.</p>
Java, Android, Blackberry, iOS, Windows Phone	Majesty	<p>The world-famous fantasy strategy, one of the first god-sim genre games returns to conquer the new platform – mobile devices! «Majesty: The Fantasy kingdom sim» offers to dive into the world of fairy tale kingdom and try the true king's reign for yourself!</p> <p>"...Richest real-time strategy game I've yet played on a phone or tablet, and also one of the more interesting games of this sort I have played on any system recently." – The New York Times. "Majesty will get you to the mountaintop gameplay-wise if you're looking for a loyal reworking of the PC original..." – PocketGamer.</p>
Java, Android, Blackberry	Win games 3 in 1 - Minesweeper, Free Cell and Spider Solitaire	<p>"3 in 1" sounds good. Three worldwide computer game legends sound even better. Everyone's favourites Spider Solitaire and Free Cell, as well as an evergreen Minesweeper puzzle are now on your mobile – that's just awesome! Now you can kill work hours anywhere and any time and have fun. Excellent graphics and design, plenty of game modes along with stylish sound make a great addition to the irreproachable game design.</p> <p>Minesweeper – in this legendary game you'll have to recognize the mines, using the nearby fields and mark all the dangerous cells with flags.</p> <p>Spider - this solitaire uses several card decks. Your goal is to put all the cards in descending order; when you're out of moves – use the deck to replenish the columns.</p> <p>Free Cell solitaire is a very famous game. Place the cards of all suits in ascending order using four free cells.</p> <p>Minesweeper, Free Cell and Spider – classic games in the original style.</p>
Java, Android	Battle Boats 3D	<p>"Battle Boats 3D" engages you into the bloody feud of three rival clans. The post apocalyptic world has sunken almost entirely and the few remaining spots of ground became a precious prize for the winner in this deadly skirmish between the ruthless "Krakens", cunning "Sea snakes" and noble "Dolphins". Join one of them to gain your own patrol boat and start your military career.</p>
Java, Android, Blackberry	Montezuma	<p>A mobile version of the popular PC game "Treasures of Montezuma" will please all the fans of puzzles and the 'match 3' genre. 100 levels of Indian secrets and riddles, plenty of magical artifacts and three game modes await the players.</p> <p>Playing "Treasures of Montezuma" you'll need to combine pieces of the same color and complete missions within the given time. Success will be rewarded by bonus scores and gold which you may accumulate to purchase various bonuses and upgrades. Upon the discovery of Aztec magic and gathering all the precious jewels the player will rebuild the Heavenly City Tenochtitlan.</p>
Java	High Speed 3D	<p>The smell of freshly burnt rubber in tarmac, the feel of the soft leather in your hands, the sound of engines roaring and crowds cheering, open your eyes and experience racing in its purest form, get ready to take to the streets in High Speed 3D. Finally the true street racing experience has arrived at your phone. Starting your career as a rookie; you need to earn respect out there before you can challenge the best of the best, work your way through an intense and engaging storyline to prove yourself top dog.</p> <p>Before you set off for race-day there are a few things you'll want to tweak first. Open up your garage and take a look at your cars, decide which one you feel like taking for a spin, get the spray gun out and give your car a new lick of paint, then make a few tuning adjustments and upgrade a few parts, finally you'll want to put some sick decals on there and you're ready to roll. Driving fast never looked so good!</p> <p>With 20 tracks to race, 9 cars to choose from and a whole host of customisations there's plenty here for the petrol-head to tinker with. Real driving physics, insane drifts and nitrous boosts and some of the most visually stunning locations to drive around, High Speed 3D has it all. Check out your own driving stats and compare your times and honours with other players worldwide. Have you got what it takes to test-drive High Speed 3D?</p>
Java, Android, Blackberry	Postal Babes	<p>The beautiful Postal Babes are back and now they have their own videogame! If there's one thing these girls are good at, other than looking hot, it's kicking ass, and that's just what they'll have to do when they get the message that there's strange goings on at the local University. We don't want another university massacre on the news so don't hold back... heads will roll!</p>
Java, Android, Blackberry	SU-30 – Euro Fighter	<p>The threat of global terrorism is at a new high, intelligence has led a group of the renowned Blade squadron of fighter planes to a remote location with the sole duty of ending this war forever. Your job as squadron leader Blade 1 is to infiltrate the enemy bases and bring down the terrorists at all costs.</p>
Java, Android, Blackberry	Art of War II	<p>Real time strategy "Art of War 2: Global Confederation" is a combination of dynamic gameplay and tactical depths. This game focuses your attention on nothing but battlefields and military base construction. There is no need to mine resources as they are now gained automatically. You can lead an army in campaign mode or play in individual scenarios. Additional maps can also be downloaded from our servers. "Art of War 2: Global Confederation" – get your own pocket army.</p>

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Java, Android, Blackberry	Farm frenzy	Have you ever wondered what it would be like to run your own fully working farm? Looking after chickens, sheep and cows, producing cakes, wool, butter and cheese. If you fancy giving it a go without having to get up at the crack of dawn every day Farm Frenzy is the game for you! In the style of time-management games like Diner Dash you'll have to work hard to achieve your goals, whether that's owning a certain number of animals, producing a specific number of goods or simply racking up a huge profit. With nearly 50 levels, upgradable buildings and transport, VIP bonus items and a whole host of awards to unlock, Farm Frenzy will have you hooked. Happy farming!
Java, Android, Blackberry	Zum-Zum	Zum-zum boasts captivating game-play, attractive graphics and simple rules. Travelling across the ancient pyramid you will play 35 maze-levels, solve the riddle of a magical artefact and have great deal of fun !

<p>For and on Behalf of United Fun Traders</p> <p><i>For and on behalf of</i> SIGNED: UNITED FUN TRADERS LIMITED</p> <p>PRINTED NAME: Kirill Petrov <i>Petrov</i> POSITION: General Manager <small>Authorized Signer</small></p> <p>DATE: October, 8 2012</p>	<p>For and on Behalf of neXva Inc.</p> <p><i>For and on behalf of</i> SIGNED: <i>A. J. Shi</i></p> <p>PRINTED NAME: Steve Anthony Rosario <i>Steve Anthony Rosario</i> <i>Brian J. Shi</i> POSITION: Partner CEO</p> <p>DATE: 23 January 2013</p>
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Appendix B

Reseller shall pay Licensor the following

Content Name / Type	Price in units or percentage
Java games, applications for Android, BlackBerry, iOS platforms	When the content is distributed via Reseller's appstore and purchases are made via Google Check Out, Licensor shall get 70 (seventy) per cent of the sale price.
Java games, applications for Android, BlackBerry, iOS platforms	When the content is distributed via Reseller's appstore and purchases are made via operator's billing, Licensor shall get 70 (seventy) per cent of the sale price.

Territories Listed

Country	Company Restriction	Exclusivity
Worldwide	none	none

For and on Behalf of United Fun Traders SIGNED: <i>For and on behalf of</i> UNITED FUN TRADERS LIMITED PRINTED NAME: Kirill Petrov <i>Petrov</i> POSITION: General Manager <i>Authorized Signature(s)</i> DATE: October, 8 2012	For and on Behalf of neXva Inc. SIGNED: <i>B. A. Rosario</i> PRINTED NAME: Steve Anthony Rosario <i>Brian J. Don</i> POSITION: Partner <i>CEO</i> DATE: 23 January 2013
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