



SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (the "Agreement") is made effective as of the date stated below (the Effective Date) by and between Lucky Games Limited, a Hong Kong Limited Company having a principal place of business at ROOM 607 ,YEN SHENG CENTRE, 64 HOI YUEN ROAD, KWUN TONG, KOWLOON, HONG KONG ("Lucky Game"), and the customer identified below ("Customer")

CUSTOMER INFORMATION, EFFECTIVE DATE AND SOFTWARE SUPPORTED

Customer Name:	<u>Electronic Data On File</u>	Customer State or Country of Formation:	<u>Electronic Data On File</u>
Customer Address:	<u></u>	Effective Date:	<u>Electronic Signature Date</u>
	<u></u>	Full Name of Licensed Software:	<u>LGL-MT4 PLATFORM</u>
Customer Contact:	<u></u>		
Customer Telephone:	<u></u>		
Customer Email:	<u></u>		


BACKGROUND

Lucky Games Limited developed and owns the proprietary software system identified above (the "Software"); Customer wishes to license the Software in conjunction with its forex trading business; and Lucky Games Limited is willing to grant such license and provide support for the Software in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual agreements contained herein, Lucky Games Limited and Customer shall comply with the payment terms set forth in the attached Schedule A, the service and support terms set forth in the attached Schedule B, and the general terms and conditions set forth in the attached Schedule C.

Lucky Games Limited and Customer have caused this Agreement to be signed and delivered by their duly authorized officers as of the Effective Date. This Agreement may be executed in counterparts, which taken together shall constitute one single agreement between Lucky Games Limited and Customer.

Lucky Games Limited	Customer
Signature: 	Signature: <u>Electronic Signature On File</u>
Print Name: <u>Luis Rios</u>	Print Name: <u>Electronic Data On File</u>
Title: <u>Director</u>	Title: <u></u>

SCHEDULE A – FEES AND PAYMENT TERMS

1. **Installation.**
The following shall be paid by the Customer to Lucky Games Limited according to the following schedule:

US\$ Retainer Deposit of min \$1000.00 to be paid upfront as an installation fee;

US\$ 0.00 per month, for MetaQuotes charges; and mobile MT4

US\$ 0.00 per month, for Data Hosting charges.

2. **Support and Maintenance.** The Customer shall pay Lucky Games Limited a monthly support and maintenance fee of:

US\$ 0.00

3. **Volume Processing.**

Applicable to Product Sold: YES NO

If YES, then the Customer shall pay Lucky Games Limited the following rates, exclusive of Maintenance.

FX- per million notional USD per side:	USD\$	Customer will deposit a retainer deposit for software fees. Platform Charges equal spread at time of execution. Charges are in real time and are subtracted from the retainer deposit for every execution.
Metals- per standard lot per side	USD\$	Terms same as above
CFDs- per CFD contract per side	USD\$	Terms same as above

4. **Travel-related Expenses.** The fees set forth above exclude any travel-related expenses incurred by Lucky Games Limited with respect to this Agreement. Accordingly, subject to pre-approval of Customer, Customer shall pay to Lucky Games Limited any travel related expenses Lucky Games Limited incurs as provided herein in addition to the payment of any other fees payable to Lucky Games Limited hereunder. Actual expenses will be invoiced monthly and full reimbursement for such Lucky Games Limited expenses will be due and payable to Lucky Games Limited from Customer within fifteen (15) days of Customer's receipt of Lucky Games Limited's invoice:

Hotel: Lucky Games Limited's Actual Cost

Meals: Lucky Games Limited's Actual Cost

This mileage calculation begins when the technician leaves his or her home enroute to the Customer and ends when the technician completes return travel.
For the year 2016, the standard rate is \$0.53 (fifty three cents) per mile traveled.

Auto:

Airfare: Lucky Games Limited's Actual Cost

Courier: Lucky Games Limited's Actual Cost

5. **Additional Fees.** Upon Customer's request, Lucky Games Limited will provide Customer with a quotation for services outside of the scope of licensing, support and maintenance of the Software as described in this Agreement. Lucky Games Limited will provide these additional services to Customer upon Customer's written or email agreement to pay Lucky Games Limited the additional fees identified in the quotation.

6. **Cancellations.** For the avoidance of doubt, the fees contemplated hereunder are subject to the term and termination terms and conditions agreed to pursuant to Schedule C.

SCHEDULE B – SUPPORT, SERVICE AND MAINTENANCE

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings indicated below.

- (a) "Software" means only the specific software application identified on the first page of this Agreement, and any licensed options, modifications, or enhancements thereto, as supplied to Customer by Lucky Games Limited pursuant to license granted under this Agreement. No other software is supported pursuant to the terms of this Agreement.
- (b) "Services" means the Customer's or its End User's use of the Software.
- (c) "End User" means the Customer and its employees, affiliates and collaborators.
- (d) "Documentation" means the user guides or manuals published by Lucky Games Limited and supplied with the Software that are generally supplied by Lucky Games Limited to licensed End Users and shall also include documentation for customized options, if any, delivered to Customer.

2. SUPPORT

Lucky Games Limited shall provide information technology support to the Customer as described in this Agreement. Support shall include (i) diagnosis of problems or performance deficiencies in the Services used by the Customer or its End Users, and (ii) a resolution of the problem or performance deficiencies of the Services.

Lucky Games Limited shall use all reasonable efforts to cure, as described herein, reported and reproducible errors in the Services. Lucky Games Limited shall utilize the following four (4) severity levels to categorize reported problems:

SEVERITY 1: CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the Customer is unable to provide Services. Lucky Games Limited will commence work on resolving the deficiency within one (1) hour of oral, email or written notification and until an acceptable resolution is achieved, (a) Lucky Games Limited will engage staff during business hours, and (B) to the extent commercially reasonable and subject to the availability of Lucky Games Limited support staff, Lucky Games Limited will engage staff after business hours.

SEVERITY 2: SIGNIFICANT BUSINESS IMPACT

Important features of Services are not working properly and there are no acceptable, alternative solutions. While other areas of the Services are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. Lucky Games Limited will commence work on resolving the deficiency within two (2) hours of oral, email or written notification and until an acceptable resolution is achieved, (a) Lucky Games Limited will engage staff during business hours, and (B) to the extent commercially reasonable and subject to the availability of Lucky Games Limited support staff, Lucky Games Limited will engage staff after business hours.

SEVERITY 3: SOME BUSINESS IMPACT

Important features of the Services are unavailable, but an alternative solution is available or non-essential features of the Services are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. Lucky Games Limited will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4: MINIMAL BUSINESS IMPACT

Customer submits an information technology request (oral, email or written), software enhancement or documentation clarification that has no operational impact. Lucky Games Limited will provide an initial response regarding the request within one (1) business week.

This Agreement is not a consulting agreement for custom services. With respect to severity one (1) reported deficiencies, Lucky Games Limited may, with the oral, email or written concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. Lucky Games Limited will always *notify Customer before any additional cost will be incurred in order to resolve the problem*. Customer will pay Lucky Games Limited's actual travel and lodging expenses as mutually agreed in advance.

Customer will also pay Lucky Games Limited's standard consulting rates for Lucky Games Limited's travel time. Lucky Games will invoice these amounts monthly. Customer will pay these amounts to Lucky Games Limited within fifteen (15) days of Customer's receipt of Lucky Games Limited's invoice.

Support provided by Lucky Games Limited under this Agreement depends on factors ("Third Party Factors") such as facilities, networks, connectivity, data center availability and uptime, and acts or omissions controlled by third party providers such as internet and software providers, regulators and other third parties. Support may be affected significantly by such Third Party Factors. Third Party Factors are outside Lucky Games Limited's control. Lucky Games Limited will have no liability for any reduction, interruption, or suspension of support arising from or related to any Third Party Factors.

3. **PROBLEM RESOLUTION**

When the Customer or the Customer's End User contacts, Lucky Games Limited will log the problem including the following information: (i) contact person, (ii) contact method (phone or email), (iii) description of problem/time, and (iv) severity level.

Lucky Games Limited support shall attempt to resolve all issues during the first telephone contact or in the first response email. If the issue is not resolved during first contact, each issue will be prioritized based on the severity levels described in Section 1 above. Lucky Games Limited shall use all reasonable efforts to resolve the problem in the least possible amount of time. Lucky Games Limited shall always notify the Customer before it incurs any additional cost to *resolve a problem*.

Upon resolution of any problem, Lucky Games Limited shall: (i) use all reasonable efforts to contact Customer with the solution, (ii) input solution into the log, (iii) input time spent on resolution, and (iv) append the current customer service log.

SCHEDULE C – GENERAL TERMS AND CONDITIONS

1. LICENSE

- (a) Subject to the terms and conditions of this Agreement, Lucky Games Limited grants to Customer a nonexclusive, nontransferable right and license to use, maintain, display, and store electronically on its server or servers the Software.
- (b) Nothing herein entitles Customer to use, market or provide any of the Software to any third party except End Users in accordance with the terms and conditions of this Agreement. Lucky Games Limited reserves all rights not expressly granted hereunder.
- (c) The Software shall be deemed to have been accepted by Customer upon the first date on which Customer makes the information provided by the Software available to End Users.

2. PAYMENTS TO LUCKY GAMES LIMITED

- (a) Except as otherwise provided in Schedule A of this Agreement, Customer shall make all payments due to Lucky Games Limited under this Agreement in full within fifteen (15) days after Customer's receipt of a proper invoice from Lucky Games Limited. All past due payments will accrue interest at a rate of one and one-half percent (1.5%) per month (or such lower rate as required by applicable law) on the unpaid balance from the due date until paid in full.
- (b) All payments by Customer to Lucky Games Limited under this Agreement for any fees due hereunder will be exclusive of any sales, use, service, value added or withholding taxes, or any other levy, tariff, duty or tax of any kind whatsoever imposed by any governmental authority with respect to the services rendered or expenses incurred by Lucky Games Limited hereunder (other than a tax imposed upon Lucky Games Limited's income). Customers shall pay, within fifteen (15) days of receipt of the applicable Lucky Games Limited invoice(s), any such tax whenever such tax is imposed by a governmental authority.
- (c) Customer shall pay all expenses, including reasonable attorneys' fees and disbursements, reasonably incurred by Lucky Games Limited in endeavoring to collect any amounts payable hereunder that are not paid when due.

3. PROPRIETARY RIGHTS; CONFIDENTIALITY

- (a) Lucky Games Limited owns and will continue to own the sole and exclusive worldwide right, title and interest in and to the Software, enhancements to the Software, the Documentation and all worldwide intellectual property rights therein and all copies thereof, in whole and in part, subject only to Customer's limited license rights to use such Software and Documentation as permitted hereunder.
- (b) Notwithstanding any rights granted in Section 1 above, Lucky Games Limited reserves the right to restrict Customer's use of Lucky Games Limited's trademarks and/or trade names, except as expressly permitted in writing by Lucky Games Limited.
- (c) The Software contains trade secrets of Lucky Games Limited. To protect Lucky Games Limited's trade secrets, Customer shall not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form or permit any third party to do so. Customer may not modify, adapt, translate, rent, lease, sell, sublicense, loan, resell for profit, distribute, time-share or create any derivative works based upon, the Software or any portion thereof or permit any third party to do so.
- (d) Neither party shall, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, data, processes, technology, software or products of the other party obtained during the course of performance under this Agreement (the "Confidential Information"). The Confidential Information of Lucky Games Limited includes without limitation the Software, the Documentation and any related materials. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information that (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; or (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; provided however, that either party may disclose the terms and conditions of this Agreement

to supervisory or regulatory authorities, their counsel and accountants or otherwise, if legally required.

- (e) If a party breaches any of the provisions contained in this Section 3, then that party shall be entitled to seek from any court of competent jurisdiction (i) a temporary restraining order, (ii) preliminary and permanent injunctive relief; and (iii) an equitable accounting for all profits or benefits arising out of such breach. Such rights or remedies shall be cumulative and in addition to any other rights or remedies a party may be entitled.

4. **WARRANTY; DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY**

- (a) Customer does hereby represent and covenant to Lucky Games Limited as follows:
- i. Customer is duly organized, validly existing and in good standing under the laws of its state or country of organization, and is qualified to do business in such other jurisdictions as the nature of its business activities and properties therein may require.
 - ii. Customer has the right and power to enter into and perform its duties under this Agreement; has taken all requisite corporate action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein; and that this Agreement has been duly authorized, executed and delivered by the parties hereto and is binding upon and enforceable against it in accordance with the terms hereof.
 - iii. Neither the execution, delivery or performance of this Agreement by nor the consummation of any transaction contemplated otherwise, conflict with, result in a breach of, or constitute a default under or violate, as the case may be,
 1. the charter documents of Customer
 2. any foreign, federal, state or local law, statute, ordinance, rule or regulation,
 3. any court or administrative order or process, or
 4. any contract, agreement, arrangement, commitment or plan of Customer to which or by which Customer may be bound.
 - iv. Customer is and at all times during the term hereof appropriately registered, or exempt from registration, in accordance with any local rules and regulations.
 - v. Customer shall keep confidential any information such party may acquire as the result of this Agreement regarding the business and affairs of Lucky Games Limited, and shall make available to third parties only such agreements, documents and papers supplied by Lucky Games Limited as may be authorized by Lucky Games Limited in writing or pursuant to any order, subpoena or other process of a court or regulatory body of competent jurisdiction. Customer shall give Lucky Games Limited prompt notice of the receipt by such party of any such order, subpoena or other process.
 - vi. Customer acknowledges that Lucky Games Limited does not provide any service or product that may be used to avoid or circumvent any laws, rules, or regulation in any country or territory. Lucky Games Limited will not be held responsible if any of its customers do so. Furthermore, Lucky Games Limited will not be responsible for any levies, fines, or enforcement actions resulting from these infringements.
 - vii. Customer acknowledges that it is his sole responsibility to ensure Customer is conducting business legally and appropriately and that it is Customer's duty to hire proper legal, compliance and other professional counsel if and where is required.
- (b) Lucky Games Limited warrants that the Software will conform in all material respects to the Documentation and will function in accordance with the Documentation in all material respects.
- (c) Lucky Games Limited shall undertake all reasonable efforts to provide technical assistance and to rectify or provide solutions to problems reported by the Customer as provided in Schedule B to this Agreement.
- (d) Lucky Games Limited does not guarantee that the problems will be solved or that any item will be error-free. Customer's sole remedy for any breach of warranty under this Agreement will be to have Lucky Games Limited use all reasonable efforts to cure such breach as provided in Schedule B to this Agreement.
- (e) EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, Lucky Games Limited MAKES NO OTHER WARRANTIES OR PROMISES, EITHER EXPRESS OR IMPLIED,

INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS."

- (f) Lucky Games Limited is not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if Customer has advised of such a claim. Lucky Games Limited's liability shall not exceed the fees that Customer has paid under this Agreement during the twelve (12) months immediately preceding the date on which Customer first asserts the applicable claim. Customer agrees that the pricing for the Services would be substantially higher but for these limitations.
- (g) **The Customer understands and agrees with all provisions of this Section 4.**
- (h) The On-Line Facility is provided "as is" and neither we nor any of our Service Providers makes any representations or warranties of any kind whatsoever regarding (i) the availability, currency, accuracy or completeness of the On-Line Facility, (ii) the results to be obtained by you or anyone else from the use of the On-Line Facility, and (iii) any third party content accessible on or through the On-Line Facility. Neither we, our affiliates, nor any of our or their directors, officers, employees and agents shall be liable for any loss or damage (including direct, indirect or consequential loss or loss of profits) suffered by you or any third party in connection with the provision of any services to which this Agreement applies except to the extent that such loss or damage results directly from our or their fraud, gross negligence or willful misconduct.
- (i) We shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond our control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities.
- (j) Should quoting, execution or other errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade that is not representative of fair market prices, an erroneous price quote from a trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by us or third-party vendors, we will not be liable for the resulting errors in account balances or trading losses. The foregoing list is not meant to be exhaustive. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting, execution or other errors will be resolved by us in our sole and absolute discretion.
- (k) Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on the trading platform or liquidity connection do not accurately reflect the market rates. We do not permit the practice of latency arbitrage or taking advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments on the account involved in our sole and absolute discretion.
- (l) We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.
- (m) You acknowledge that (i) any market information or third party recommendations communicated to you by or through us or any affiliate, is not based on any assessment of your financial position or investment objectives and does not constitute advice or an offer to sell or the solicitation of an offer to buy any rolling spot foreign exchange contract, (ii) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely or partly on a third party's opinion and that such information may be incomplete and may be unverified, and (iii) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to you. You acknowledge that we make no representations concerning the tax implications or treatment of transactions entered into by you.
- (n) You agree to indemnify and hold us, our affiliates, our Service Providers, and any of our or their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees and costs, incurred by us in connection with the provision of our services to you provided that any such liabilities, losses, damages, costs and expenses have not arisen for our fraud, gross negligence or willful misconduct.

- (o) EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES SET FORTH IN SECTION 4 ABOVE, Lucky Games Limited, ITS EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, RESELLERS, THIRD PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSERS AND THE LIKE MAKE NO WARRANTIES OR PROMISES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION:
- i. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE; OR
 - ii. AS TO THE RESULTS THAT MIGHT BE OBTAINED BY USING THE ON-LINE FACILITY, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION CONTAINED OR PROVIDED THROUGH THE ON-LINE FACILITY, INCLUDING LOSS OF DATA, REGARDLESS OF CAUSE.
- (p) Lucky Games Limited and its affiliates are not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if Customer has advised of such a claim. The aggregate liability of Lucky Games Limited and its affiliates shall not exceed the fees that Customer has paid under this Agreement during the thirty (30) days immediately preceding the date on which Customer first asserts the applicable claim. Customer agrees that the pricing for the Service would be substantially higher but for these limitations.

5. TERM AND TERMINATION

- (a) This Agreement shall be effective beginning on the Effective Date and shall continue thereafter for three years. After the initial three year term, either party may terminate this Agreement upon thirty (30) days prior written or email notice. In the event of termination, all fees payable by Customer to Lucky Games Limited, including any unpaid interest as calculated in accordance with Section 2 above, shall become immediately due and payable.
- (b) Upon prior written notice by Lucky Games Limited to Customer, Lucky Games Limited may terminate this Agreement Customer is more than 45 days past due on any invoice payable to Lucky Games Limited.
- (c) In the event the customer wishes to terminate the contract prior to the agreed upon term, the cancelation fee shall be equal to no less than the total payments remaining under the three year contract term.

6. GENERAL

- (a) Entire Agreement; Amendments. This Agreement and the Schedules hereto constitute the entire agreement and understanding between the parties regarding the subject matter hereof, and supersede all prior agreements, understandings, documents and statements regarding such subject matter. There are no understandings or agreements relative hereto other than those which are expressed herein. No amendment or modification of this Agreement will be effective unless it is in writing and is executed by both Lucky Games Limited and Customer.
- (b) Governing Law; Forum; No Juries. This Agreement will be governed by and construed in accordance with the laws of the Hong Kong SAR, without giving effect to principles of conflict of laws. Exclusive jurisdiction and venue for any legal action shall be in the state or federal courts in Hong Kong SAR. Each party waives its right to a trial by jury in connection with any such action or judicial proceeding.
- (c) Waiver. No delay or omission by either party to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other will not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. No waiver of any rights of a party under this Agreement will be effective unless such waiver is set forth in a writing signed by such party.
- (d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be unlawful, prohibited by or invalid under applicable law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.
- (e) Headings. The section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation hereof. The Schedules referred to herein and attached, and to

be attached hereto, are incorporated in this Agreement to the same extent as if set forth in full herein.

- (f) Independent Contractors. Lucky Games Limited and Customer are independent contractors and shall have no power, nor will either party represent that it has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. This Agreement will not be construed as constituting Lucky Games Limited and Customer partners, joint venturers or agents or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.
 - (g) Assignment, Sublicensing. Without the prior written consent of Lucky Games Limited, Customer may not assign, transfer or sublicense Customer's rights, duties, or obligations under this Agreement, whether by operation of law, merger or otherwise, to any person or entity, in whole or in part. Any attempt to do so without first notifying Lucky Games Limited such prior written consent shall be void and of no force and effect.
 - (h) Limitations on Causes of Action. No action, regardless of form, arising out of this Agreement may be brought by a party more than two (2) years after the cause of action is discovered. Discovery of action must be reported within two (2) years of termination of this Agreement.
7. Notices. Under this Agreement, if one party is required to give notice to the other, such notices shall be deemed given when personally delivered, one (1) business day after being sent by reputable overnight courier, such as FedEx, or three (3) business days after being mailed by Hong Kong Post, Smart Post, postage prepaid, and if to the Customer, addressed to the Customer's address shown on the first page of this Agreement, and if to Lucky Games Limited, addressed to Lucky Games Limited, ROOM 607, YEN SHENG CENTRE, 64 HOI YUEN ROAD, KWUN TONG,
- (a) Non-Disparagement. Customer shall not initiate or make any statements or take actions that could reasonably be construed as critical or disparaging of Lucky Games Limited or its affiliates, or its experience arising out of the Customer's relationship with Lucky Games Limited. Violation of this Section 6(j) shall result in immediate termination for cause. Termination shall be without prejudice to any accrued rights and obligations of Lucky Games Limited.
 - (b) Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default or delay is caused, directly or indirectly, by circumstances beyond a party's reasonable control, including but not limited to fire, flood, epidemic, power failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labor disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such party, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing party, be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.
 - (c) Survival. Sections 2, 3, 4(c) to 4(f), and 6 of this Schedule A shall survive termination of this Agreement.

SCHEDULE D – STATEMENT OF WORK

The Parties hereto agree that the terms of the Statement of Work attached herein as Schedule D shall be incorporated in the agreement. Where the terms of the Agreement and its Schedules conflict with the terms of the Statement of Work, the terms of the Agreement and Schedules A-C shall control.

Statement of Work to Follow