

LICENSING AGREEMENT

BACKGROUND:

This Licensing Agreement (the "Agreement") is made effective as of December 1st, 2019 by and between the following Licensor of the following address:

VOID1 GAMING
Bhubaneswar, Odisha,
India

and the following Licensee of the following address:

TO WHOMEVER IT MAY CONCERN
Address of the Licensee

In the Agreement, the Party who is granting the right to use the licensed property will be referred to as "VOID1 GAMING," and the Party who is receiving the right to use the licensed property will be referred to as "TO WHOMEVER IT MAY CONCERN." The individuals may be known collectively as the "Parties." All references to the Licensee and Licensor in this Agreement shall include, if relevant, the Parties' parent companies, affiliates, and subsidiaries.

The Parties agree to the following:

I. GRANT OF LICENSE

1. VOID1 GAMING owns the following property (the "Authored Work"):

The Six Music tracks provided here which are used in the game 'One Dash' with looped music intended for use in Games

2. In accordance with this Agreement, VOID1 GAMING grants TO WHOMEVER IT MAY CONCERN an exclusive license to use the Authored Work.

3. This License provides the limited right to reproduce, publicly display and distribute the Authored Work only for the agreed upon terms set forth in this Agreement and signed by both Parties. The Authored Work used for any purpose not directly related to these terms must be with the express written permission of the Licensor and may include the payment of additional fees unless otherwise agreed to in writing.

4. Licensee may use the Authored Work only in the following manner unless both Parties agree to otherwise in writing:

The licensee can use the six provided Music tracks for their commercial or personal projects. The Licensee must, however, refrain from redistributing, Reselling, Copying, 'Modifying and redistributing' and or tampering the original documents. Modifying the file is however acceptable for purposes solely for the intention of better usage in the game or any other project the licensee may use it for. 'Modification and redistribution' of the files are strictly prohibited.

5. VOID1 GAMING retains title and ownership of the Authored Work.

6. This grant of license only applies to following described geographical area:

Suitable for usage everywhere

II. ROYALTY PAYMENTS

7. Licensee shall pay to Licensor a royalty which shall be a one-time flat payment of \$3 (three US dollars) paid up front at the time the Licensor grants the license to the Authored work to the Licensee.

III. MODIFICATIONS

8. The Licensee may freely make modifications to the Authored Work without any prior approval from the Licensor only for usage purposes. 'Modification and redistribution' is strictly prohibited

IV. DEFAULTS

9. If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make any royalty payments when due, the Licensor shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.

10. The Licensee shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated above and if there are no other defaults during such time period.

V. CONFIDENTIAL INFORMATION

11. The term "Confidential Information" refers to any information or materials that are proprietary to the Licensor, whether or not owned or developed by the Licensor, and which the Licensee may obtain through any direct or indirect contact with the Licensor or the Authored Works.

12. Regardless of whether specifically identified as confidential or proprietary, Confidential Information" shall include any information provided by the Licensor

concerning the business, technology, and information of the Licensor and any third party with which the Licensor deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code, object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and client lists. The nature of the information and the manner of the disclosure are such that a reasonable person would understand it to be confidential.

13. Confidential Information does not include the following:

- a. Matters of public knowledge that result from disclosure by VOID1 GAMING
- b. Information rightfully received by TO WHOMEVER IT MAY CONCERN from a third party without a duty of confidentiality
- c. Information independently developed by TO WHOMEVER IT MAY CONCERN
- d. Information disclosed by operation of law
- e. Information disclosed by TO WHOMEVER IT MAY CONCERN with prior written consent from VOID1 GAMING
- f. Any other information that both Parties agree in writing is not confidential

VI. PROTECTION OF CONFIDENTIAL INFORMATION

14. TO WHOMEVER IT MAY CONCERN understands and acknowledges that the Confidential Information has been developed or obtained by VOID1 GAMING by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special, and unique asset of VOID1 GAMING which provides VOID1 GAMING with a significant competitive advantage, and needs to be protected from improper disclosure.

15. In consideration for the receipt by TO WHOMEVER IT MAY CONCERN of any Confidential Information, TO WHOMEVER IT MAY CONCERN agrees as follows:

- a. No Disclosure: TO WHOMEVER IT MAY CONCERN will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of VOID1 GAMING.
- b. No Copying or Modifying: TO WHOMEVER IT MAY CONCERN will not copy or modify any Confidential Information without the prior written consent of VOID1 GAMING.
- c. Unauthorized Use: TO WHOMEVER IT MAY CONCERN shall promptly advise VOID1 GAMING if TO WHOMEVER IT MAY CONCERN becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

d. Application to Employees: TO WHOMEVER IT MAY CONCERN shall not disclose any Confidential Information to any employees of TO WHOMEVER IT MAY CONCERN, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of VOID1 GAMING.

VII. WARRANTIES

16. Neither Party makes any warranties with respect to the use, sale, or other transfer of the Authored Work by the other Party or by any third-party, and TO WHOMEVER IT MAY CONCERN accepts the product "AS IS."

17. In no event will VOID1 GAMING be responsible for direct, indirect, special, incidental, or consequential damages that are in any way related to TO WHOMEVER IT MAY CONCERN's use of the Authored Work.

VIII. TRANSFER OF RIGHTS

18. This Agreement shall be binding on any successors of the Parties.

19. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

IX. TERMINATION

20. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party.

X. ENTIRE AGREEMENT

21. This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XI. SEVERABILITY

22. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

23. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

24. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. AMENDMENT

25. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XIII. WAIVER OF CONTRACTUAL RIGHTS

26. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.