

GoodGames Online Publishing Agreement

This GoodGames Online Publishing Agreement (“**Agreement**”) governs transactions between True Digital Plus Company Limited (“**Company**”) and you (“**Licensor**”) where by the Licensor agrees to license, sub-license or grant the right to the Company to operate, maintain, distribute, promote, market and service the games to customer or end-users located in the designated territories through the Company’s system and service called “**GoodGames Platform**”.

1. Agreement and Supplemental Documents

This Agreement, including any applicable Game Submission Form and any Attachment (defined below), is the complete agreement regarding transactions by which the Licensor agree to license or sub-license the games to the Company. If there is any conflict among the terms of this Agreement, Game Submission Form and Attachment, those of the Game Submission Form prevail over those of this Agreement and the terms of Attachment prevail over those of the Agreement and the Game Submission Form.

2. Amendment to Agreement Terms

The Company reserves the right, at its discretion, to modify this Agreement, including any rules and policies at any time. The Licensor will be responsible for reviewing and becoming familiar with any such modifications (including new terms, updates, revisions, supplements, modifications, and additional rules, policies, terms and conditions) (“**Additional Terms**”) communicated to the Licensor by the Company. All Additional Terms are hereby incorporated into this Agreement by this reference and the Licensor’s continued use of the GoodGames Platform and/or continued Service of the Game will indicate the Licensor’s acceptance of any Additional Terms. In addition, the Company may be sending communications to the Licensor from time to time. Such communications may be in the form of formal notice, facsimile or emails and may include, but not be limited to, an announcement in website, marketing materials, technical information, and updates and/or changes regarding the Licensor’s participation under this Agreement. By agreeing to this Agreement, the Licensor consents that the Company may provide the Licensor with such communications.

3. Definition

“**Advertising Material Copyrights**” shall have the meaning set forth in clause 4.4.

“**Apple App Store**” shall mean the mobile application store owned, operated and maintained by Apple Inc. which is compatible with the iOS operating system for Subscribers to access the Game and Mobile Application.

“**Attachment**” is a supplemental document which may be executed by the Company and Licensor in writing to supersede and replace any provision of this Agreement and/or Game Submission Form or to agree additional terms to this Agreement.

“**Business Day**” shall mean any day other than Saturday, Sunday or public holiday in Thailand.

“**Billing Data**” shall mean a complete collection of text data and payment record related exclusively to the billing and payment information initially inputted by the Subscriber for direct payment to Apple App Store, Google Play Store, GoodGames App Store and any other application store and the billing and data information in respect of GoodGames Coin purchased and used by the Subscribers to subscribe the Game, purchase in-game items, in-game money or access any other feature in relation to the Game.

“**Billing System**” shall mean the calculation computer program to be installed in the units of computers of the Company and forming part of the GoodGame Platform as necessary in order to calculate and record the Gross Revenue generated from the Game and GoodGames Coins purchased and used by the Subscribers to the Game via the Payment Gateway offered or provided by the Company to the Subscribers as part of the publishing and distribution of the Game hereunder.

“**Client Software**” shall mean the client software of the Game in object code form distributed to the Subscribers or potential Subscribers, via Mobile Application, to access the Game, as the case may be, by loading the software onto such Subscribers’ mobile or other devices, and play the Game.

“**Confidential Information**” shall mean all information, trade secrets, proprietary, confidential and other non-public information (regardless of its form, manifestation or how it is known to the receiving party) concerning the disclosing party, whether disclosed prior to, on or after the date of this Agreement, including without limitation, all of the data provided, in any form, regarding the technologies, business, financial affairs, operation, know-how, formulas, processes, ideas, inventions (whether patentable or not), documentation and customers and product development plans, forecasts, strategies, marketing plans, customer names, customer lists, customer data, pricing policies, employee information, intellectual property disclosed to the receiving party by the disclosing party or any third party in connection with the disclosing party’s business.

“**Designated System**” shall mean a computer server located in the premises or in possession of the Licensor and is owned or controlled by the Licensor for the operation, distribution and Services of the Game to Subscribers.

“**Dispute Notice**” shall have the meaning set forth in clause 14.5.

“**Embarrassed Party**” shall have the meaning set forth in clause 13.5(c).

“Externally-Caused Situation” shall mean any defect, bug, malfunction or other similar situation relating to the Game, that is caused, directly or indirectly, in part or wholly, by any external factor(s), including but not limited to, the event of Hacking and other type(s) of hacking, fraud, and intentional act(s) of a third party, if any.

“Force Majeure” shall have the meaning set forth in clause 11.1

“Game” shall mean each of the mobile-games, including mobile game application licensed by the Licensor, from time to time, as described and detailed in the Game Submission Form, which can be played by a Subscriber by installing the Client Software onto such Subscriber’s smart devices and then accessing the Service via the Internet. The Game shall include the game contents such as items and maps that the Parties have agreed, Client Software, documentation, and Mobile Application.

“Game Database” shall mean a complete collection of data related to the game-play information, such as character appearance (face/body), attributes (level/experience points/skills), item inventory, game status, game history and other statistics of each and every one of the Subscribers but excluding the Billing Data and User Database.

“Game Submission Form” shall mean a submission form by which the Licensor is required to provide relevant information regarding each Game licensed to the Company.

“GoodGames App Store” shall mean mobile application store, owned, operated and maintained by the Company, which is compatible with the iOS and Android operating systems for Subscribers to access to the Game.

“GoodGames Coin” shall mean the central currency that is created and provided by the Company for Subscriber to purchase the Game, in-game items, in-game money or virtual currency of the Game, or accessing any other features in relation to the Game. The GoodGames Coin can be purchased by the Subscribers through various Payment Gateways at the different rates which may be periodically altered by the Company. The details of such shall be listed on <http://developer.goodgames.net/WebDeveloper/Account/RegisterPricePlan.aspx>.

“GoodGames Platform” shall mean the Company’s platform for the operation, distribution, maintenance and service of all mobile games owned or licensed to the Company comprising of; (i) distribution and service of the mobile games or mobile applications in Apple App Store, Google Play Store, GoodGames App Store, and any other application store; (ii) GoodGames ID System (including user database and personal information provided by each end-user and/or licensor upon registration to obtain the GoodGames user id and/or developer id); (iii) Software Development Kits (SDKs) and Application Programming Interface (APIs) for Licensor to develop the game applications and integrate such game applications with other functions or systems of the

GoodGames Platform; (iv) Payment Gateway for Subscribers to subscribe to the Game, access the Game or to purchase in-game items, in-game money or virtual currency; (v) Billing System; (vi) GoodGames market and GoodGames social network; and (vii) other relevant services.

“**Google Play Store**” shall mean the mobile application store owned, operated and maintained by Google Inc. which is compatible with the Android operating system for Subscribers to access the Game and Mobile Application.

“**Gross Revenue**” shall mean all amounts actually paid by Subscribers directly to Apple App Store, Google Play Store or other application stores (by means other than GoodGames Coin) for subscribing to, purchasing access to each Game or for obtaining the in-game items, in-game money or virtual currency appearing in or used for playing the Game.

“**Hacking**” shall mean any intentional attempts or acts of third parties to gain access to the Game illegally or without authorization of the Company and the Licensor. Hacking may cause abnormal situations within the Game, and including but not limited to, abnormal creation of certain items, abnormal increase of in-game money, abnormal enhanced player ability level and abnormal modification of various attributes of the Game.

“**Illegal Use**” shall have the meaning set forth in clause 4.11.

“**Indemnified Party**” shall have the meaning set forth in clause 9.3(a).

“**Indemnifying Party**” shall have the meaning set forth in clause 9.3(a).

“**Minimum Payment**” shall have a meaning set forth in clause 6.2.

“**Mobile Application**” shall mean the mobile application which is developed as a part of the Game, and owned by the Licensor, which is linked to the Client Software and the Designated System of the Game.

“**Monthly Report**” shall have the meaning set forth in clause 6.3.

“**Payment Gateway**” shall mean the payment gateways offered or provided by the Company to Subscribers for accessing or subscribing to the Game or purchasing in-game items, in-game money or virtual currency. The payment gateways provided hereunder by the Company are (i) direct payment to Apple App Store, Google Play Store, GoodGames Store, or other relevant application stores; (ii) prepaid cards and online top up service; (iii) mobile charging which the Subscribers shall pay for accessing or subscribing to the Game or purchasing in-game items, in-game money or virtual currency directly to its mobile operators; (iv) other payment gateways designated by the Company for its Subcontractor(s); and (v) other payment channels which the Company may, in the future, offered to the Subscribers for the Game.

“**Patches**” shall mean the modified, varied, changed, enhanced or improved versions of the Game having the same storyline, theme and contents as the Game.

“**Phase-Out Period**” shall have the meaning set forth in clause 13.6(a).

“**Revenue Share**” shall have the meaning set forth in clause 6.1.

“**Services**” shall mean game services offered to Subscribers and those services related to the server administration and management of the Game, first-tier technical support assistance to Subscribers, marketing of the Game and any other activities as stipulated in, and contemplated under, this Agreement.

“**Subcontractor**” shall mean a company, corporate body or any person contracted by the Company to provide the Payment Gateway, payment channel or distribution channel for Subscribers to purchase the access to or subscribe to the Game or to purchase or obtain the virtual in-game items, in-game money or virtual currency.

“**Subscriber**” shall mean any individual user or customer located in the Territory who is offered or provided access to the Game through the Apple App Store, Google Play Store, GoodGames App Store or other applications sotres.

“**Trademark**” shall mean the trademarks, trade names, service marks, service names, identifying marks or characteristics, logos or other equivalents owned by the Company or Licensor (as the case may be) used on or in connection with the Game or the associated manuals, promotional or sales brochures or other materials, whether registered or unregistered and whether in printed or electronic form.

“**Territory**” shall mean the applicable service territories of each Game as detailed and set out in the Game Submission Form.

“**Update**” shall mean updates and Patches of the Game which are generally made commercially available by the Licensor to its licensees (including the Company), customers, including bug fixes and error corrections.

“**USD**” shall mean United State Dollar.

“**User Database**” shall mean the game log-in id and password provided by the Licensor to the Subscribers, including database containing personal information of each Subscriber, such as legal name, age, gender, national identification number, address, race, email address, telephone number, fax number, etc provided by each Subscribers upon registration to the Licensor’s log-in system.

4. Rights and Obligations of each Party

- 4.1 During the term of this Agreement, the Licensor shall perform and fulfill the following obligations pertaining to the Game, under the terms and conditions set forth in this Agreement within the Territory:
- (a) to procure, operate, and maintain its Designated System, including the provision of the server administration, management of the Game and monitoring tools such as basic game's adjustment tools;
 - (b) to reproduce and deliver to the Company the Client Software and Mobile Application of the Game, in Android application package (APK) file for Android operating system and/or IPA file for iOS operating system, for the Company to market, advertise, merchandise, distribute, sell and Service to Subscribers or potential Subscribers through the Internet or other on-line network;
 - (c) to integrate and connect the Licensor's Designated System to the GoodGames Platform and provide all other technical supports to the Company, upon request, for the purpose of licensing and servicing the Game in Territory;
 - (d) to operate and maintain the Services of the Game, including the provision of the first tier technical support, error or bug fix, Patch, and Update to the Game and to grant subscriptions to Subscribers to use and access the Game;
 - (e) to cooperate with the Company on any marketing plan and promotional campaign of the Game, including promoting and advertising the Game in any media;
 - (f) to grant the Company the right to use the Licensor's Trademark and/or game characters, photos, or any part of the Game in connection with marketing, advertising and service of the Game and for other purposes of this Agreement;
 - (g) to consent and grant the right to collect, process, utilize, disclose and use, whether directly or indirectly by the Company, its holding company, and/or the Licensor's subsidiaries or affiliated companies, without further consent of the Licensor, the User Database and Licensor's personal information, obtained by the Company under this Agreement such as name, entity name, address, telephone number, e-mail address or user name for the purpose of marketing, advertising, operation, maintenance, improvement of the Game, Services and GoodGames Platform, for other purposes of this Agreement and/or other causes to the extent permitted by applicable Thai laws;
 - (h) at the Licensor's election, to provide Subscribers with access to the Game using the Licensor's game log in account system;

- (i) to provide first-tier technical support and assistance to the Company in relation to the Game;
- (j) to use its commercially reasonable efforts to rectify and fix any error in the Game within the shortest possible period according to the terms and conditions of this Agreement;
- (k) to notify the Company if and when there are any Updates, upgrades, revisions, Patches, enhancements and/or improvements to the Game that are available for distribution without any restriction at least thirty (30) calendar days in advance. The Licensor shall, at its own expense, install the Updates and provide all necessary technical assistance for implementing such Updates to the Company's reasonable satisfaction;
- (l) to grant a right to the Company to sell on a wholesale basis the Game content (including in-game items, in-game money, or virtual currency) to any third party (e.g., an online game operator, a content aggregator or a wireless cellular service operator, etc.) who shall directly or indirectly resell the Game content (including in-game items, in-game money, or virtual currency) in such third party's own name to the Subscribers in the Territory, provided that the Services in all such cases shall continue to be prepared solely by the Company and shall be made available solely for the purpose of providing the distribution channel to Subscribers in Territory for the Services of the Game; and
- (m) to permit the Company to appoint Subcontractor(s) who shall provide the Payment Gateway or payment channel for subscribing to, purchasing access to the Game, Game content or obtaining the in-game items, in-game money or virtual currency;

4.2 During the term of this Agreement, the Company shall perform and fulfill the following obligations pertaining to the Game, under the terms and conditions set forth in this Agreement within the Territory:

- (a) to operate and maintain the GoodGames Platform and Services of the Game via the GoodGames Platform and to grant access via subscription to Subscribers to use the Game;
- (b) to distribute and upload the Mobile Application of the Game to the Apple App Store, Google Play Store, GoodGames App Store and other application stores for Subscribers to access the Game and provide all supports to the Subscribers for the purpose of distributing and servicing the Game in Territory;
- (c) to integrate and connect the GoodGames Platform to the Licensor's Designated System and provide all other technical supports to the Licensor, upon request, for the purpose of distributing and servicing the Game in Territory;

- (d) to market, advertise, promote, distribute, sell the Services, the Game and the Client Software to the Subscribers or potential Subscribers through any advertising media or through the Internet or other online network;
- (e) to appoint Subcontractors who shall act as Payment Gateway operators for the purpose of subscribing, purchasing the access to the Game and/or obtaining the virtual in-game items, in-game money or virtual currency by Subscribers;
- (f) to distribute, sell, or resell (on a wholesale basis), the Game content in accordance with the terms set out in clause 4.1 (k);
- (g) to notify the Licensor of any technical problems in relation to the operation, use, management, and maintenance of the Game;
- (h) to install and provide the Billing System for Subscribers to access the Game or purchase in-game items, including the maintenance of the payment record, monthly Gross Revenue and Revenue Share payable to the Licensor.
- (i) to submit a Monthly Report and pay the Revenue Share generated from the Game to the Licensor;
- (j) to collect, process, utilize and use, whether directly or indirectly by the Licensor, its holding company, and/or the Licensor's subsidiaries or affiliated companies, the User Database and Licensor's personal information, obtained by the Company under this Agreement such as name, entity name, address, telephone number, e-mail address or user name for the purpose of marketing, advertising, operation, maintenance, improvement of the Game, Service and GoodGames Platform, for other purposes of this Agreement and/or other causes to the extent permitted by applicable Thai laws. The Company shall not disclose the User Database and the Licensor's personal information to any third parties for any commercial purpose without prior consent of the Licensor unless expressly permitted by this Agreement or applicable Thai laws; and
- (k) to collect, process, record, utilize and use the chat log or conversation log between the Licensor and the Company or between each of the licensor through the use of the GoodGames Platform for improving the Service, resolving the dispute or complaints, for good governance of the GoodGames Platform, and/or other purposes of this Agreement, provided that such chat log or conversation shall be solely taken care of by the Company and any third party shall not be allowed to view such conversation unless permissible by applicable Thai laws.

- 4.3 During the term of this Agreement, the Company shall conduct, upon mutual agreement with Licensor, the marketing plan, marketing strategy or promotional campaign in respect of the Game within Territory. The Licensor shall provide the Company, at its own cost, with samples of the marketing and promotional materials for the Game, including all artworks which have been or will be produced and used by the Licensor during the term of this Agreement. The Company shall merchandise and produce the marketing and promotional materials which are the same as or similar to the samples given by the Licensor. For the marketing and advertising materials, other than those provided by the Licensor, for use in the Territory, the Company shall provide the Licensor with samples of marketing and advertising materials via email and shall obtain the Licensor's written approval prior to the Company's actual use of such marketing and advertising materials. The Licensor's failure to respond within five (5) Business Days after receipt of such samples of marketing and advertising materials via email shall be deemed the Licensor's approval of such marketing and advertising materials.
- 4.4 The copyright (including any right of production of derivative works and compilation works) on all the marketing and advertising materials provided to the Company by the Licensor in order to promote and market the Game ("**Advertising Material Copyrights**") shall be exclusively owned by the Licensor, and the Company shall not use any marketing and advertising materials beyond the purposes and the scope of this Agreement. The Company shall have the right to use such marketing and advertising materials while this Agreement shall remain in effect.
- 4.5 Subject to the Company requesting the technical personnel from the Licensor, after the initial-set up process, the Licensor shall provide to the Company suitable technical specialists in order to provide technical assistance, through remote, online support or any method agreed on a case-by-case basis between both parties, by participating in the Company's maintenance and testing of the Game. The cost of airfare for such technical specialists shall be borne by the Licensor and the accommodation cost for a three-start hotel or higher class (excluding any service fees other than room charges) for such specialists shall be borne by the Company.
- 4.6 The Licensor shall use its best efforts to keep its Designated System safe and its service systems free from any actual or attempted piracy, fraud or Hacking. Further, the Licensor shall install an adequate protection program, remote controlling system, other logical fusing system, lock system or authentication system in respect of the Game to protect the Licensor's intellectual property rights and to prevent illegal, unauthorized or unauthenticated game servers or services.
- 4.7 The Licensor shall provide, either remote access or other means agreed on a case-by-case basis between both parties and at the Licensor's own costs and expenses to (i) provide the Company with all necessary assistance in relation to GoodGames Platform integration with the Licensor's Designated System, operation functions, configuration with the Billing System; (ii) deliver manuals, marketing materials, documents, or other materials

for the purpose of license, cooperation, distribution and Services of the Game under this Agreement, provided that all deliverables by the Licensor under this Agreement shall be delivered and transferred to the Company by means of electronic method or remote online-access only, there will be no physical importation of the Game or other materials by the Licensor into the Territory. If there is physical importation of the Game or other materials by the Licensor into the Territory or if there arises any import or customs duty imposed or otherwise assessed on the Game or other materials by any competent authority in the Territory, the cost and expense for such importation including but not limited to customs duties, taxes, fine, surcharge or other payment payable under the applicable legislation in the Territory shall be solely borne by the Licensor; (iii) provide training in relation to the platform integration, operation functions, maintenance and other know-how necessary for the parties' collaboration under this Agreement with manuals in any formats, such training to take place at the location mutually agreed by both parties before or during the initial set-up process; and (iv) other necessary supports for the Company to complete the integration, configuration, operation function, or other actions required by the Company for the purpose of license, cooperation, distribution and Services of the Game under this Agreement.

- 4.8 The Licensor shall provide reasonable technical assistance to the Company in relation to the Game in the form of (i) telephone consultation to the Company's technical personnel; (ii) written materials via e-mail, covering matters specified by the Company; and (iii) onsite-support if necessary. The Company can contact the Licensor for technical assistance, available 24 hours a day and 7 days a week (24*7).
- 4.9 In any event, the Licensor shall use their best endeavors to develop, deliver and implement the Game ready for commercial release and Services within the targeted commercial launch date as agreed by both parties.
- 4.10 In the event that the Company discovers a bug or other flaw that impairs the functionality of the Game, including, without limitation, a cheat, exploit, item duplication or other bugs that poses a significant and immediate threat to the Game's economy, or database or server crashing bugs that affect a material number of the Subscribers, or prevent a material number of the Subscribers from being able to make progress in the Game, the Company shall immediately notify the Licensor of such bug or flaw via telephone or email. Upon receipt of a bug report, the Licensor shall acknowledge receipt of such report via email within one (1) Business Day of the receipt, and shall use reasonable efforts to correct the bug or flaw at issue and provide an Update and a detailed description of such Update within three (3) Business Days of receipt of the bug report.
- 4.11 Each party shall report to the other party, any occurrence (or attempt thereof) of cracking, macro program editing, Hacking, Externally-Caused Situations, and other illegal or unauthenticated usage or modification of the Game or related server programs ("**Illegal Use**") immediately on such occurrence (or attempt thereof) or upon such party's

awareness of such Illegal Use. Both parties shall discuss and agree, in good faith, the process and further actions to resolve the Illegal Use. The Licensor and the Company shall cooperate with each other and use reasonable efforts to cure such Illegal Use. If the Illegal Use occurs in the Billing System procured by the Company, the Company shall be entitled to temporarily close down the Billing System and resolve such problem. If the Illegal Use occurs in the other parts of the Services such as the Mobile Application or Designated System, the Licensor shall use its best effort to resolve such Illegal Use within thirty (30) calendar days after receipt of such report from the Company. Notwithstanding any provisions to the contrary and for the avoidance of any doubt, the parties shall not be responsible for any Externally-Caused Situations. The Revenue Share payable to the Licensor shall be the amount specified in the applicable Monthly Report.

- 4.12 Without prejudice to article 13.6, the Licensor's technical support obligation shall be terminated automatically with the termination or expiration of the Game and/or this Agreement.
- 4.13 Each party shall be responsible for the costs and expenses arising on its part for its performance and obligations to be performed and fulfilled by such party as set forth in this clause 4 and this Agreement.
- 4.14 The Company acknowledges and agrees that it has no rights or claims of any type to the Game except such rights as created or granted by this Agreement, and the Company irrevocably waives and releases any claim to title and ownership rights (including trade secrets and copyright ownership) in the Game.

5. Usage of the GoodGames Platform

The Licensor agrees to comply with the following terms and conditions regarding usage of the GoodGames Platform as follows:

5.1 Licensor's Account

- (a) The Licensor who is an individual will be required to verify his identity by providing certified copy of his identification card and a certified copy of bank book and bank account and the Licensor who is a corporate entity will be required to verify its identity by providing the company profile (if any), a certified copy of the company affidavit, a certified copy of bank book and bank account and a certified copy of its Certificate of Value Added Tax Registration (applying to a corporate entity registered in Thailand only).
- (b) The Licensor shall provide its true and accurate information as required by the Company upon entering into and acceptance of this Agreement, including update

such information from time to time. The Company will grant user name and password to the Licensor for accessing to the GoodGames Platform and the Company reserves the right to suspend or terminate the user name and password if the Company reasonably believe that the information provided by the Licensor is inaccurate or using the information of other person to register and enter into this Agreement.

5.2 User Name and Password Administration

- (a) The Company will provide user name and password to the Licensor and the Licensor will use such user name and password to log in the GoodGames Platform, develop, integrate, connect, amend, correct or modify the Game and/or Mobile Application licensed to the Company in good condition and to access <http://goodgames.net> or any part of the GoodGames Platform.
- (b) The Licensor shall keep the user name and password received from the Company in confidentiality and shall not allow any third party to jointly use such user name and password with the Licensor for whatever reason, including not selling, transferring, leasing or granting any right thereof.
- (c) The Licensor shall update or change its password from time to time in order to avoid any hacking or unauthorized use by any third party.
- (d) The Licensor shall defend and indemnify the Company and/or any third party against any and all damages, losses and costs, including legal fees, under any such claim or action, arising out of an unauthorized access to the Licensor's user name and password hereunder whether by intentional act, negligence or omission of the Licensor.
- (e) The Company will not be liable for any loss or damage arising out of an unauthorized use, sell, transfer, lease or grant of the Licensor's user name and password for any reason.

5.3 GoodGames Software Development Kit (SDK) and Application Programming Integration (API)

- (a) The Licensor shall integrate the Game and Mobile Application licensed to the Company under this Agreement from the Licensor's Designated System to the Company's GoodGames Platform. The Licensor can download and use the SDK

and API, without cost, developed or provided by the Company as part of the GoodGames Platform in order to develop, deliver, connect and integrate the Game and Mobile Application for servicing to the Subscribers through the GoodGames Platform.

- (b) The Licensor shall not use or modify the SDK and API other than for the purpose of this Agreement.
- (c) The Licensor shall not service or sell the Company's SDK and API to any person.
- (d) The Licensor shall use the SDK and API only with the Game and Mobile Application which already inspected and approved by the Company according to clause 5.4, The Licensor is not allowed to use the SDK and API with other games or mobile applications not licensed to the Company hereunder.
- (e) The app secrets of SDK and API are confidential information between the Company and the Licensor. The Licensor shall not disclose such app secret to any person.

5.4 The Game Inspection and Approval

- (a) The Licensor shall provide relevant information of each Game licensed to the Company in the Game Submission Form before integrating the Game to the GoodGames Platform.
- (b) The Company shall inspect and approve each Game licensed by the Licensor before distributing, uploading and servicing such Game in Apple App Store, Google Play Store, GoodGames App Store and other application stores.
- (c) In the event that the Game which is to be distributing, uploading, and servicing in Apple App Store, Google Play Store, GoodGames App Store and other application stores or the Game is already distributed, uploaded and serviced in such Apple App Store, Google Play Store, GoodGames App Store and other application stores are inconsistent to or non-compliance with any provision of this Agreement, the Company reserve the right to:
 - (1) notify the Licensor to immediately amend or modify, all or part of, the Game in compliance with this Agreement;

- (2) cease accessing of the Game in GoodGames Platform, Apple App Store, Google Play Store, GoodGames Store and other application stores; or
- (3) terminate this Agreement without any liability to the Licensor.

5.5 Services of the Game and Suspension of the Game Services

- (a) the Company may temporarily suspend the Game Services and the Licensor shall modify, amend or correct the Game or Mobile Application when one of the following conditions occurred:
 - (i) the Game or Mobile Application contains bugs or virus;
 - (ii) the Game or Mobile Application conflicts or inconsistent with the information provided in the Game Submission Form;
 - (iii) the Game or Mobile Application accesses or downloads the information from the phone without authorization;
 - (iv) the Game or Mobile Application has code that may affect other application or communication function without authorization;
 - (v) the Game or Mobile Application is fraud or has phishing function;
 - (vi) the Game or Mobile Application is the test, demo or trial version or beta version;
 - (vii) the Game or Mobile Application sends location base service without authorization;
 - (viii) the Game or Mobile Application intentionally uses the similar icon or display of any other person and such may confuse the Subscribers;
 - (ix) the Game or Mobile Application breaches or violates the representation and/or warranty in clause 8.4; or
 - (x) the Game or Mobile Application connects or integrates with payment channels other than provided by the Company as part of the GoodGames Platform under this Agreement.

- (b) the Company reserves the right to temporarily suspend the Game Services or the GoodGames Platform, without fault or liability to the Company, on the events such as normal maintenance of the GoodGames Platform, correction of any defect or error to the GoodGames Platform which restricts normal operation and Service of the Game or GoodGames Platform, any emergency or incident from Force Majeure or over reasonable control of the Company or any occurrence, on the Company's sole opinion, which prohibits normal operation and Services of the Game and GoodGames Platform, etc.
- (c) Upon a temporary suspension of the Game Services or GoodGames Platform, the Company will announce such suspension on the Company's website and the Licensor is obligated to visit and check any announcement on the Company's website regularly. The Company will not be liable or indemnify the Licensor from such the Licensor's failure to visit and check the Company's website.

6. Revenue Share and Payment Terms

- 6.1 In consideration of the license, cooperation, distribution and Services of the Game under this Agreement, the Licensor shall be entitled to receive the revenue share generated from each Game in each applicable month ("**Revenue Share**") on the following conditions:
 - (a) in respect of the revenue paid by the Subscribers using the GoodGames Coins, the Company shall pay the Licensor the revenue sharing at the rate sixty cents (USD 0.60) per 100 GoodGames Coins; and
 - (b) in respect of the revenue paid by the Subscribers directly to Apple App Store, Google Play Store or other application stores (by means other than the GoodGames Coins), the Company shall pay the Licensor the revenue sharing at the rate sixty percent (60%) of the Gross Revenue.
- 6.2 The Company shall pay the monthly Revenue Share to the Licensor when the amount is equivalent to or exceeds USD 100 (One Hundred United State Dollar) per month ("**Minimum Payment**"). If the amount of such monthly Revenue Share payable to the Licensor in each applicable month is lower than the Minimum Payment, the Company shall be entitled to carry forward such monthly Revenue Share and pay to Licensor in the subsequent month when the accumulated Revenue Share is equivalent to or exceeds the Minimum Payment and the Company will incur no liability or interest for such payment thereof.
- 6.3 The Revenue Share of each Game payable to the Licensor shall be accompanied by a fully detailed revenue report specified in clause 6.4 below (the "**Monthly Report**"). The Monthly Report shall contain (i) the total Gross Revenue generated in each applicable month; (ii) the total GoodGames Coins purchased and used by Subscribers to the Game in each applicable

month; (iii) the amount of Revenue Share which the Licensor is entitled to receive in each applicable month; and (iv) any other information related to the calculation of the Revenue Share. The information disclosed in the Monthly Report shall contain only the information permissible under the applicable laws. The Revenue Share payable to the Licensor hereunder shall be based on the amount specified in Monthly Report submitted by the Company.

- 6.4 The Monthly Report shall be submitted to the Licensor on the following conditions:
- (a) In respect of the GoodGames Coins purchased and used by the Subscribers to the Game, within fifteen (15) calendar days at the end of each applicable month; and
 - (b) In respect of the Gross Revenue, within thirty (30) calendar days after the Company receives such report from the Apple App Store, Google Play Store or other applications stores.
- 6.5 The Company shall pay the Revenue Share of each applicable month to the Licensor on the following conditions:
- (a) In respect of the individual Licensor, within sixty (60) calendar days after the Company submits the Monthly Report of such month; and
 - (b) In respect of the corporate Licensor, within sixty (60) calendar days after the Company received invoice from such corporate Licensor, provided that the corporate Licensor shall issue invoice to the Company within ten (10) calendar days upon received of the Monthly Report.

Provided however that if the last calendar day in such sixty (60) calendar day period is not a Business Day, such payment shall be due by the following Business Day of such sixty (60) calendar day period. It is acknowledged by the parties hereto that the Company's payment obligation for the last month will occur and accrue after the termination or expiry of the Game Services, and in this respect, such payment obligation of the Company shall survive the termination or expiry of the Game Services, notwithstanding any provisions herein to the contrary.

- 6.6 All payments to the Licensor made hereunder shall be made in USD by means of telegraphic transfer remittance to the designated bank account of the Licensor. In the event that the Company agrees to pay the Revenue Share in any other currency, both parties agree to use exchange rate published by the designated bank of the Licensor on the actual payment date. All costs and expenditures arising from the telegraphic transfer fee the payment shall be borne by the Company.
- 6.7 The Company shall not be responsible for the payment of any tax imposed upon the income of the Licensor, including but not limited to any tax imposed on the Licensor in

connection with or on account of the Revenue Share payable to the Licensor or any other payment paid by the Company to the Licensor under this Agreement. If any tax or amount with respect to tax must be withheld or deducted from any sums payable to the Licensor hereunder, the Licensor acknowledges and agrees that the Company is obligated to pay the tax to the government of Thailand and the Company shall be entitled to withhold the relevant amount of tax from any amount payable to the Licensor hereunder. Upon the Company's withholding of the tax, the Company shall be solely responsible for the payments of the tax to the government of the Thailand in a timely manner, and shall provide the Licensor with the proper evidence of such payment of the tax. If the rate of the tax is changed in Thailand, the amount of the tax shall be adjusted accordingly.

7. Intellectual Property Rights and Ownership

- 7.1 The Company hereby acknowledges that all rights, title and interests in and to the Game, including, without limitation, all intellectual property rights in and to the Game shall at all times belong to the Licensor. Except as otherwise expressly provided for the Company under this Agreement, the Licensor retains all the right, title and interest in and to the Game, and to any Update, modification, correction, addition, extension, upgrade, improvement, adaptation or abridgment to the Game created by the Licensor. The Company acknowledges that the Game, marketing and advertising materials provided by the Licensor and all documentation related thereto are commercially valuable, proprietary products of the Licensor. Such contents and development reflect the effort of skilled development experts and the investment of considerable time and money of the Licensor.
- 7.2 The Licensor hereby acknowledges and agrees that the Billing Data, Billing System, GoodGames Platform, the Company's Trademark, marketing and advertising materials and other materials provided by the Company hereunder shall be solely owned by the Company at all time.
- 7.3 The Company hereby acknowledges and agrees that the Game, Mobile Application, Client Software, Game Database, User Database and Licensor's Trademark shall be solely owned by the Licensor at all times.
- 7.4 The Licensor hereby reserves all rights not expressly granted to the Company in this Agreement. The Company acknowledges that the Licensor reserves all rights and benefits afforded under all applicable laws in the Game. Any copying, modification, or distribution of such copyrighted works not expressly authorized by this Agreement is strictly prohibited.

8. Representation and Warranty

- 8.1 The license and cooperation between the parties under this Agreement are non-exclusive in the Territory and terminable subject to the terms and conditions hereunder. No provision of this Agreement is meant to preclude either party from using or licensing its Trademarks to any third party.
- 8.2 The Licensor represents and warrants that the terms and conditions agreed between the Licensor and the Company hereunder shall in all material respects be equal to and not less favorable than those offered to or agreed with any third party by the Licensor within the Territory who is a competitor of the Company in the game business (including but not limited to the mobile operators in the Territory). For the avoidance of doubt, if the Licensor, in its ordinary course of business, enters into an agreement with any third party who is a competitor of the Company in the game business within the Territory (including the mobile operators), and the terms and conditions offered to or agreed with such third party by the Licensor be more favorable than those offered to or agreed with the Company hereunder, the following conditions shall be apply:
- (a) the Licensor shall offer the Company under this Agreement the same terms and conditions as those that the Licensor offered and agreed with such third party; or
 - (b) the Company shall be entitled to terminate this Agreement at its convenience and without any liability to the Licensor and the parties shall comply with clause 13.6 forthwith.
- 8.3 The Licensor represents and warrants solely for the benefit of the Company that: (i) as of the date of this Agreement, the Licensor is the legal and beneficial owner (or rightful user or licensee) of the intellectual property rights pertaining to the Game, Designated System, Client Software, Mobile Application, Licensor's Trademarks, and other rights granted to the Company hereunder and the Game, Designated System, Client Software, Mobile Application, Licensor's Trademarks, and other rights do not infringe any intellectual property rights of any third party; (ii) the Licensor has full power and authority to enter into this Agreement and to operate and service the Game in the Territory; (iii) the Licensor has legal right to license the Game to the Company, cooperate with the Company, distribute the Game in the Territory; and (iv) neither the execution of this Agreement by the Licensor nor the consummation of the transactions contemplated herein will conflict with, nor will result in a breach of, any other agreement, arrangement, or instrument to which the Licensor is a party or by which the Licensor is bound.
- 8.4 The Licensor represents and warrants to the Company that any and all contents embedded in the Game shall not :
- (a) violate or breach any applicable laws;

- (b) breach the moral rights or gambling;
- (c) harm or damage the reputation of any person;
- (d) be indecent, be obscene, seduce, sexual harass;
- (e) discriminate, harass, threaten, intimidate, libel, contemn or slander;
- (f) infringe intellectual property rights of any third party;
- (g) contain virus in the Game, Client Software and/or Mobile Application;
- (h) violate of privacy of any third party or harm any third party;
- (i) induce any person to commit suicide;
- (j) contain activities in relation to politics or religions;
- (k) contain, in the Company's sole discretion, inappropriate activities.

8.5 Each of the Licensor and the Company shall notify the other party promptly of any infringement of any of the other party's intellectual property rights by any third party. The Licensor or the Company may, in its sole discretion, take or not take whatever action it believes is appropriate in connection with any such infringement. If the Licensor or the Company elects to take any such action, the other party agrees to reasonably cooperate in connection therewith.

8.6 During the validity period of this Agreement, the Licensor guarantees, for the sole benefit of the Company, that all of the Licensor's obligations under, including its performance of, this Agreement duly constitute an integral part of and are (expressly or otherwise implied) within the Licensor's corporate/commercial objectives as currently registered with the relevant competent authorities in the jurisdiction in which the Licensor is incorporated, and, accordingly, are fully binding on and enforceable against the Licensor pursuant to the terms of this Agreement. The Licensor has all lawful rights and duties to strictly perform its obligations under this Agreement. The performance of this Agreement by the Licensor shall not violate or contravene any law applicable to this Agreement or to the Licensor, nor shall the same adversely affect or impair the validity or enforceability of this Agreement or otherwise release/discharge the Licensor from any of its obligations under this Agreement. By virtue of the Licensor's entry into this Agreement, it is unconditionally deemed that all transactions and/or things reasonably contemplated or envisaged in this Agreement (which are contractually required to be properly done, completed or fulfilled by the Licensor hereunder) are hereby duly ratified by the Licensor and, if so applicable, by its directors, shareholders or any other persons having legal or corporate control over the Licensor.

9. Liability and Indemnity

- 9.1 Each of the Company and the Licensor shall fully indemnify and compensate the other party for any and all damages, losses, costs, and expenses (including attorneys' fees) incurred or suffered by the other party as a direct result of:
- (a) its own breach of any of the warranties, covenants and/or obligations expressly set forth herein; and/or
 - (b) willful, negligent act, omission or fraud on its part or of any person for whom it is responsible.
- 9.2 The Licensor agrees, at its own expense, to indemnify the Company against any and all damages and costs, including legal fees, under any such claim or action, alleging that the Game, Mobile Application, Client Software, the Licensor's Trademarks, or other rights granted or used in license, cooperation, distribution and Services of the Game hereunder, in whole or in part, infringe the intellectual property rights of any third party; provided that the Company provides the Licensor with (i) prompt written notice of such claim or action, (ii) sole control and authority over the defense or settlement of such claim or action and (iii) proper information and reasonable assistance to defend and/or settle any such claim or action.
- 9.3 The indemnification procedures shall be as follows:
- (a) a party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other party (the "**Indemnifying Party**") in writing of any claim for indemnification; provided that failure to give such notice will not relieve the Indemnifying Party of any liability hereunder (except to the extent that the Indemnifying Party has suffered actual material prejudice by such failure).
 - (b) the Indemnified Party will tender sole defense and control of such claim to the Indemnifying Party. The Indemnified Party will, if requested by the Indemnifying Party, give reasonable assistance to the Indemnifying Party in defense of any such claim. The Indemnifying Party will reimburse the Indemnified Party for any reasonable expenses (including, without limitation, attorney expenses) directly incurred from providing such assistance).
 - (c) the Indemnifying Party will have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim with the prior written consent of the Indemnified Party, whose consent will not be unreasonably withheld or delayed; provided, however, that the Indemnified Party may withhold its consent only if any such judgment or settlement (i) imposes a non-reimbursable monetary or continuing non-monetary obligation on such

Indemnified Party, (ii) does not include an unconditional release of such Indemnified Party and its affiliates from all liability in respect of claims that are the subject-matter of the indemnified claim, and/or (iii) requires a stipulation to, or admission or acknowledgment of, any liability or wrongdoing.

- 9.4 THE COMPANY AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS (COLLECTIVELY, “**COMPANY**” FOR PURPOSES OF THIS SECTION 9.4 AND 9.5) DO NOT PROMISE THAT THE GOODGAMES PLATFORM, CONTENT, SERVICES (INCLUDING, FUNCTIONALITY OR FEATURES OF THE FOREGOING), COMPATIBILITY LABS OR ANY OTHER INFORMATION OR MATERIALS THAT YOU RECEIVE AS A LICENSOR UNDER THIS AGREEMENT (COLLECTIVELY, THE “**SERVICE**” FOR PURPOSES OF THIS SECTION 9.4 AND 9.5) WILL BE ACCURATE, RELIABLE, TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE. THE COMPANY CANNOT ENSURE THAT ANY CONTENT (INCLUDING FILES, INFORMATION OR OTHER DATA) THE LICENSOR ACCESSES OR DOWNLOADS FROM THE SERVICE WILL BE FREE OF VIRUSES, CONTAMINATION OR DESTRUCTIVE FEATURES. FURTHER, THE COMPANY DOES NOT GUARANTEE ANY RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS AS PART OF THE SERVICE AND THE COMPANY DISCLAIMS ANY LIABILITY RELATED THERETO. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO THE LICENSOR’S USE OF THE SERVICE. THE LICENSOR ASSUMES TOTAL RESPONSIBILITY AND ALL RISKS FOR THE LICENSOR’S USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION OBTAINED THEREON. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.
- 9.5 TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE WITH RESPECT TO THE GOODGAMES PLATFORM OR THE SERVICE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Use of Trademarks

- 10.1 The Company and Licensor shall be entitled to use the other party's Trademarks during such time as this Agreement subsist in connection with servicing, use, promotion, distribution and marketing of the Game in Territory.
- 10.2 Each party acknowledges that the Trademarks are the valuable property of each party and agrees that any enhancement in the value of such Trademarks through its provision and cooperation under this Agreement shall inure only to the benefit of the owner of such Trademark. Either party shall not make any claim to the other party's Trademarks or attempt to register within the Territory any similar trademark, trade name or service mark nor shall it permit, aid or abet others in doing so.

11. Force Majeure

- 11.1 Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with such default, delay or failure, including, without limitation, causes such as strikes, lockouts or other labor disputes, electrical power outages or shortages, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquake, acts of God or the public enemy ("**Force Majeure**").
- 11.2 If the period of such default, delay or failure to perform as set forth above in clause 11.1 above exceeds ninety (90) calendar days from the initial occurrence, either party shall have the right to terminate this Agreement with a written notice to the other party.

12. Confidentiality

Each party agrees that it shall not, without the prior written consent of the other party, disclose any Confidential Information to any third party, use or permit any Confidential Information to be used by any third party, except to the extent required by the applicable law, provided however that prior to any disclosure under this provision, such party shall advise the other party of the applicable notice requirement and shall consult with the other party to enable it to seek an order limiting or precluding such disclosure, all to the extent reasonably practicable. Each party shall implement reasonable procedures to prohibit the unauthorized disclosure or misuse of any Confidential Information. Either party shall use at least the same procedures and degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of any Confidential Information, but in no event less than reasonable care.

13. Term and Termination

- 13.1 This Agreement is effective and binding both parties from the date the Company sent confirmation or acceptance of this Agreement to the Licensor in writing until terminated by either party pursuant to the provision of this Agreement.
- 13.2 Each Game licensed by the Licensor to the Company is effective and binding both parties upon the date the Company approves the Game Submission Form submitted by the Licensor according to clause 5.4.
- 13.3 The Company may, at its sole discretion, temporarily suspend or terminate this Agreement without prior notice to the Licensor when one of the following conditions occurred:
- (a) the information provided by the Licensor upon registration and acceptance of this Agreement is inaccurate, not up-to-date or the Licensor uses information of other person to register and accept this Agreement;
 - (b) the Licensor, whether by any negligence, intentional act or omission, avoid, violates or breaches the applicable Thai laws; or
 - (c) the Licensor, whether by its negligence, intentional act or omission, infringes, violates or breaches the right of the Company or any other licensor of the Company or any third party under this Agreement.
- 13.4 The Company may immediately remove or delete the Licensor's account, user name and password and other information upon termination of this Agreement.
- 13.5 The license of each Game under this Agreement may be terminated when one or more of the following events occurred:
- (a) by either party, upon giving ninety (90) calendar days prior termination notice in writing to the other party;
 - (b) by the Company with immediate effect, if the Licensor commits a material breach of any of its obligations under this Agreement and such material breach is not be remedied within the period specified by the Company in a written notice requiring said breach to be remedied;
 - (c) by either party with immediate effect, if the other party (the "**Embarrassed Party**") or its creditors or any other eligible party makes a filing for said Embarrassed Party's liquidation, bankruptcy, reorganization, compulsory

composition, or dissolution, or if the creditors of the Embarrassed Party have taken over its management, or if any material or significant part of the Embarrassed Party's undertaking, property, or assets shall be taken, expropriated, or totally or partially confiscated by action of any government;

- (d) by either party with immediate effect, if the other party is or becomes incapable for a period of ninety (90) calendar days of performing any of its said obligations under this Agreement because of any Force Majeure described in clause 11;
- (e) by the Company with immediate effect, pursuant to clause 13.3; or
- (f) by both parties, upon mutual agreement.

13.6 Both Parties agree that the following conditions shall be applied upon the termination of this Agreement and/or the licensed Game:

- (a) in the event that the Game licensed by the Licensor is terminated pursuant to this Agreement, there shall be a phase out period of three (3) months following the date of termination notice (the “**Phase-Out Period**”), during which time both parties shall wind-down the distribution and operation of the Game. During the Phase-Out Period, both parties shall (i) continue to make the Game available to Subscribers; (ii) terminate its marketing and sales activities relating to the Game (i.e., no longer permit Subscribers to purchase in-game items, in-game money or virtual currency in connection with the Game); (iii) communicate and encourage the Subscribers to use up all in-game items, in-game money or virtual currency in connection with the Game on or before the expiry of the Phase-Out Period; and (iv) close down the Billing System of the Game on the expiry date of the Phase-Out Period;
- (b) upon the termination of the Agreement or the end of Phase-Out Period, the parties shall have no further rights or obligations under this Agreement, except that the rights, obligations, and liabilities of the parties that have accrued on or before the expiration or termination hereof shall not be affected thereby; and
- (c) at the end of the Phase-Out Period: (i) all of the rights and licenses granted by one party to the other party under this Agreement, including all cooperation and technical support thereof; shall immediately and automatically terminate; (ii) the Company shall cease servicing and providing Billing System and Services of the Game to the Subscribers (the Subscribers shall not be allowed to purchase the in-game items, in-game money or virtual currency during the Phase-Out Period); and (iii) each party shall destroy or return, at the sole discretion of the disclosing

party, all copies of Confidential Information and any material relating to the Confidential Information, which remain in the possession of the receiving party.

14 General Provisions

- 14.1 This Agreement (including Additional Terms), the Game Submission Form and the Attachment constitute the entire understanding and agreement between the parties and supersedes and replaces any and all prior or contemporaneous, oral or written, representations, communications, understandings and agreements between the parties with respect to the subject matter hereof.
- 14.2 The performance, obligation, and liability of one party hereunder may be waived only by a written waiver signed by the other party, and such waiver shall be effective only with respect to the specific performance, obligation, or liability described. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same provision or another provision of this Agreement.
- 14.3 If any provision hereof is found invalid, illegal or unenforceable pursuant to any executive, legislative, judicial or other decree or decision, the remainder of this Agreement shall remain valid, legal and enforceable according to its terms, and such invalid, illegal or unenforceable provision shall be replaced with a provision as mutually agreed in writing by the parties.
- 14.4 This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of Thailand without reference to any rule on conflicts of laws.
- 14.5 If any dispute shall arise in connection with this Agreement, any party may initiate the dispute resolution procedures set forth in this section by giving the other party written notice of such dispute (“**Dispute Notice**”). Following issuance of a Dispute Notice, the parties shall endeavor to resolve the dispute through negotiations conducted in good faith. All negotiations that take place in connection with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings. If the dispute cannot be resolved through good faith negotiations within thirty (30) calendar days from the date upon which the Dispute Notice was receipt by the receiving party, then any party may submit the dispute to three (3) arbitrators, one each appointed by the parties and the third arbitrator, to be nominated by the Chairman for the time being of the Thai Arbitration Institute, the Office of Judiciary. The arbitration shall be conducted in English and the venue for such arbitration shall be in Bangkok, Thailand and in accordance with the rules of the Thai Arbitration Act 2002 or the rules then currently in force. The award shall be final and binding upon the parties, and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims or issues

presented to the arbitration tribunal. The enforcement judgement with respect to any arbitration award may be entered in any court having jurisdiction thereof.

- 14.6 The Licensor shall not assign or transfer any of its rights and obligations under this Agreement to any third party without the prior written consent of the Company. Any such assignment without the Company's prior written consent shall be null and void.
- 14.7 The Company shall be entitled to assign or transferred any of its rights and obligations under this Agreement to any third party without the prior written consent of the Licensor.
- 14.8 The parties have entered into this Agreement as independent contractors. Nothing in this Agreement shall constitute a partnership among the parties hereto nor constitute one as the agent of the other.
