

**Bitverse Ads
Agreement For Advertisers**

This Agreement is entered into by and between Hoplon Infotainment, Inc., a California corporation (“**Hoplon**”), on the one hand, and you, [COMPANY NAME AUTO-FILL FROM REGISTRATION] (“**Advertiser**”), on the other hand (Hoplon and Advertiser are sometimes referred to each as a “**Party**” and collectively as the “**Parties**”).

THIS IS A LEGAL AGREEMENT BETWEEN ADVERTISER AND HOPLON THAT GOVERNS ADVERTISER’S USE OF BITVERSE ADS AND THE BITVERSE TECHNOLOGY. BY CLICKING “ACCEPTED AND AGREED TO BY ADVERTISER” BELOW, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WHEREAS, Hoplon owns all right, title and interest in and to the proprietary post-game advertisement placement system, software and technology known as Bitverse Ads (“**Bitverse Ads**”); and

WHEREAS, among other things, Hoplon licenses to third-party interactive video game publishers and/or developers (“**Licensees**”) the right to integrate the Bitverse Ads technology into their interactive video games that have been registered with Bitverse Ads (“**Licensee Games**”), so that third party advertisers who have duly opened an account with Bitverse Ads (“**Advertisers**”) will be able to utilize Bitverse Ads to have their advertisements (“**Advertisements**”) displayed at the end of each session of Licensee Games; and

WHEREAS, Advertiser has duly registered as an Advertiser with Bitverse Ads and has agreed that it is bound by the [Terms of Use](#) of the Bitverse Ads website; and

WHEREAS, Advertiser desires to enter into this Agreement for the purpose of utilizing Bitverse Ads as described above, and on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Advertisements. Advertiser shall enroll its advertising campaign with the Bitverse Ads website by uploading the Advertisement(s) onto the Bitverse Ads operations servers via the Bitverse Ads website in a form acceptable to Hoplon. The Bitverse Ads website allows the Advertiser to select the target audience (the “**Demographic Category**”) for his advertisement, by criteria defined by Hoplon at its own discretion and which may change from time to time following market

and technology trends. Advertiser shall select and specify the Demographic Category which it desires to target with the Advertisement(s).

2. Bitverse Ads. The Bitverse Ads system will display the Advertisement(s) at the end of each session of game play of the Licensee Games within the Demographic Category selected by Advertiser. Bitverse Ads shall track the number of Impressions displayed per Advertisement per Demographic Category.
3. Rates. Advertiser shall be charged on a CPM (cost per thousand impressions) basis, based on the size and/or complexity of its Advertisements and on the Demographic Category selected. An “**Impression**” shall be defined as one game session of the Licensee Game in which the Advertisement is displayed. The CPM rate will be presented to Advertiser at time of enrollment of the Advertisements in the Bitverse Ads web site. The complete enrollment of the Advertisements will be deemed as acceptance by Advertiser of the given rate.
4. Advertisement Display and Term. Advertiser shall define the total number of Impressions desired for each Advertisement and the timeframe for its campaign upon enrollment in the Bitverse Ads web site. Due to the random behavior of game players, Hoplon cannot guarantee that there will be enough game play sessions by the target audience to fulfill the total number of Impressions requested by Advertiser in any predetermined timeframe. At time of enrollment of a campaign, the Bitverse Ads software will calculate estimates based on statistics, determine whether it will be possible to meet the number of Impressions requested by Advertiser, and will accept the order only if the number of Impressions are likely to be met. In any event, payment shall only be due for actual Impressions made.

The term of this Agreement shall be twelve (12) months from Advertiser’s acceptance of the Agreement, and shall automatically renew for an additional twelve (12) months unless Advertiser notifies Hoplon of its desire to terminate no later than fifteen (15) days prior to the end of such 12-month period (the “**Term**”). Advertiser shall have the right to launch as many campaigns as it so desires during the Term.

5. Payment and Reports. Payment for the Impression purchase set forth above shall be due to Hoplon five (5) days after the end of every thirty (30) day period, starting at the date on which the Advertisement(s) are uploaded onto the Bitverse Ads operations servers. Hoplon shall provide Advertiser with electronic statements setting forth the number of Impressions per Advertisement per Demographic Category on a monthly basis.

Payment shall be made as follows:

- a) Electronically, by credit card or Pay Pal as available on the Bitverse Ads web site, or

b) By wire transfer to Hoplon's bank account as below:

[INSERT WIRING INSTRUCTIONS]

6. Termination. Both Parties shall have the right to terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to remedy such material breach within fifteen (15) days after receiving written notice of such breach; provided, however, that Hoplon shall have the right to terminate this Agreement immediately if Advertiser fails to make payments when due and fails to remedy such material breach within seven (7) days after receiving written notice of such material breach.
7. Non- Exclusivity. Advertiser acknowledges and agrees that Hoplon may enter into similar Agreements with other Advertisers whose products and/or services compete with those of Advertiser.
8. Ownership. Neither Party shall acquire any ownership interest in the other Party's intellectual property rights, including without limitation all copyright, patent, trade secret and trademark rights (the "**Intellectual Property**") and all uses of the Intellectual Property shall inure to the benefit of its respective owner. Hoplon shall retain all right, title, and interest in, and shall be the sole and exclusive owner of all Intellectual Property in and to Bitverse Ads. Advertiser shall retain all right, title, and interest in, and shall be the sole and exclusive owner, or authorized licensee, of all Intellectual Property in and to the Advertisements. Advertiser hereby grants to Hoplon the non-exclusive, royalty-free license to utilize such Intellectual Property rights in connection with the display of the Advertisements and to otherwise use such Intellectual Property for the purposes of this Agreement.
9. Hoplon Representations and Warranties. Hoplon represents and warrants (i) that it has the power and authority to enter into this Agreement.
10. Advertiser Representations and Warranties. Advertiser represents and warrants: (i) that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (ii) that this Agreement has been executed by its duly authorized representative; (iii) that it is under no contractual or other legal obligation which would interfere in any way with the full, prompt, and complete performance of its obligations pursuant to this Agreement (iv) that its utilization of Bitverse Ads as set forth in this Agreement does not infringe any third party's rights; and (v) it is the owner of all right, title and interest in and to any and all Advertisements, including without limitation all Intellectual Property rights therein, or is duly licensed by the owner of such Intellectual Property rights and Advertisements to enter into this Agreement.

† ADVERTISER AGREES

11. Indemnification by Advertiser. Advertiser agrees to indemnify and hold harmless Hoplon and its officers, directors, shareholders, employees, agents successors and assigns from and against any claim, suit, cause of action, demand, proceeding, award, or liability (collectively, “**Claim**”) suffered by Hoplon in connection with: (i) any breach or alleged breach of Advertiser’s representations or warranties made herein, or any other term or provision of this Agreement, or (ii) any Claim for libel, violation of the right to privacy, violation of the right of publicity, plagiarism, copyright and/or trademark infringement, and any other similar claims in connection with (a) any content or other materials furnished to Hoplon or submitted to the Bitverse system by Advertiser and/or (b) the display of the Advertisements on Licensee Games.

12. Indemnification by Hoplon. Hoplon agrees to indemnify and hold harmless Advertiser and its officers, directors, shareholders, employees, agents, successors and assigns from and against any Claim suffered by Advertiser in connection with any breach or alleged breach of Hoplon’s representations or warranties made herein, or any other term or provisions of this Agreement.

13. Limitation on Liability. HOPLON SHALL NOT BE LIABLE TO ADVERTISER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE, OR BREACH OF THIS AGREEMENT, OR ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, OR INABILITY TO USE, BITVERSE ADS OR THE DISPLAY OF ADVERTISEMENTS IN THE LICENSEE GAMES, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVEN IF HOPLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN WHEN OTHER REMEDIES ARE IMPOSSIBLE, INEFFECTIVE, OR FAIL OF THEIR ESSENTIAL PURPOSE. THE MAXIMUM AGGREGATE LIABILITY OF HOPLON FOR ANY DAMAGES, LOSSES OR INJURIES TO ADVERTISER, OR THOSE CLAIMING BY OR THROUGH ADVERTISER, ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF MONIES ACTUALLY RECEIVED BY HOPLON FROM ADVERTISER PURSUANT TO THIS AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW.

14. Disclaimer. BITVERSE ADS IS PROVIDED BY HOPLON ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HOPLON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HOPLON MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF BITVERSE ADS, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREON; (II) AS TO THE OPERATION OF LICENSEE GAMES, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED THEREIN; (III) THAT THE BITVERSE ADS WEBSITE WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE; (IV) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, OR MATERIALS PROVIDED THROUGH THE BITVERSE WEBSITE; OR (V) THAT BITVERSE ADS, LICENSEE GAMES, HOPLON’S SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF HOPLON, ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS.
15. Confidential Information. Both Parties mutually acknowledge that each may be furnished or may otherwise receive or have access to information which relates to the other's past, present or future products, software, research, development, inventions, processes, techniques, designs, ideas, or other proprietary information and data, etc. (the “**Confidential Information**”). Each Party agrees to preserve and protect the confidentiality of the other Party's Confidential Information and all physical or other forms thereof, whether disclosed before this Agreement is accepted by Advertiser or afterward. In addition, neither will disclose nor disseminate the other's Confidential Information to any third party and neither will use the other's Confidential Information for its own benefit or for the benefit of any third party. The foregoing obligations will not apply to any information which (i) is publicly known at the time one of the Parties wishes to disclose it, (ii) is rightfully obtained from someone else who is not obligated to maintain confidentiality, or (iii) has already been developed by the possessor prior to the day the Agreement is signed, as evidenced by contemporaneously prepared documents. Within three (3) days after the termination of this Agreement (or any other time as requested), all copies of Confidential Information in tangible form will be returned to the Party from which such information was obtained.
16. Governing Law. The validity, construction and performance of this Agreement, and the legal relations among the Parties to this Agreement shall be governed in all respects by the laws of State of California exclusively. Any dispute between the Parties regarding this Agreement shall be submitted to binding arbitration. The arbitration shall be conducted in English by a neutral arbitrator appointed by the American Arbitration Association (“**AAA**”). Arbitration proceedings shall be

held in San Francisco, California under the Rules of Commercial Arbitration and under the institutional supervision of AAA, and the Parties irrevocably submit to the jurisdiction of the Federal and State courts located in California incident to any such arbitral proceeding. Witnesses and Parties residing outside of the State of California may testify telephonically or via such other audio/visual means as the arbitrator approves. The arbitrator shall render the award within thirty (30) days following the commencement of the arbitration. The prevailing Party shall be entitled to an award of its reasonable outside attorneys' fees and costs. A final arbitral award against either Party in any proceeding arising out of or relating to this Agreement shall be binding and conclusive. The foregoing provisions shall not limit the right of either Party to commence any action or proceeding to compel arbitration, to obtain injunctive relief pending the appointment of an arbitrator, or to obtain execution of any award rendered in any such action or proceeding, in any other appropriate jurisdiction or in any other manner. The Parties agree to accept service of process by mail at its or their business address listed herein and waive any jurisdictional or venue defenses available to them.

17. Bitverse Website Terms and Conditions of Service and Other Legal Policies. Advertiser agrees that it shall also at all times be subject to the general Terms and Conditions of Service and other legal policies for the [Bitverse Ads](http://www.Bitverseads.com) website (currently www.Bitverseads.com), as updated from time to time by Hoplon.
18. Force Majeure Event. Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of Hoplon shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Hoplon, including, without limitation, cause such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, denial-of-service attacks, terrorism (including, without limitation, cyberterrorism), war, embargoes, severe weather, fire, earthquake, acts of God or the public enemy.
19. No Partnership. There is no partnership, joint venture or other association between the Parties by virtue of the Parties' execution of or performance under this Agreement. The Parties hereto are independent contractors and shall have no power, nor will either of the Parties represent that either 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.
20. Assignment. This Agreement and any of Advertiser's obligations hereunder may not be assigned in whole or in part by Advertiser without the prior written approval of Hoplon, which approval Hoplon may grant or deny in its sole discretion, and any purported assignment by Advertiser without Hoplon's prior written approval shall be null, void and without effect. This Agreement and any of Hoplon's obligations hereunder may be freely assigned in whole or in part by

Hoplon without restriction. Subject to the foregoing, this Agreement shall be binding upon the assigns, successors and heirs of the Parties.

21. Severability. In the event that any provision of this Agreement shall be held to be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
22. Survivability. Sections 8 through 16 shall survive the expiration or earlier termination of this Agreement.
23. Waiver. No waiver shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach.
24. Entire Agreement. This Agreement constitutes the Parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in writing signed by the parties hereto.

BY CLICKING "ACCEPTED AND AGREED TO BY ADVERTISER" BELOW, ADVERTISER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ACCEPTED AND AGREED TO BY LICENSEE AS OF _____, 2011__ (the "Effective Date") [AUTO-FILL THE DATE LICENSEE CLICKS THIS BOX]