PUBLIC OFFER AGREEMENT

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Version № 1.0

is made

BETWEEN:

(A)   ZS Technologies LLC, a company incorporated in British Virgin Islands with registered number 2088134, whose registered office is at Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands (the " **ZS** "); and

(B)   any person and body corporate intends to enter into the API Contract (the "**Developer**"),

each a "**Party**" and together the "**Parties**" (the "**API Contract**").

BACKGROUND

(C)   ZS is providing the Developer with access to its application programming interfaces ("**APIs**") and posting the information about the Developer Services on the Platform in order that Players can organize the Contests using the Developer Services.

(D)   This contract sets out the rights and obligations of each Party as they relate to the provision of the APIs.

(E)   The Developer will put in place terms and conditions with the Players directly in relation to the provision of the Developer Services.

KEY DEFINITIONS

"**APIs**" means the application programming interfaces set out in Schedule 1;

"**Applicable Law**" means any of the following, to the extent that it applies to any person:

any and all applicable laws, enactments, statutes, orders, rules, regulations, directives, ordinance or subordinate legislation, any exercise of prerogative and codes of conduct or regulatory policy, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances;

1.   decisions, orders, judgments and decrees of any relevant court, tribunal, Supervisory Authority or ombudsman; and

2.   any applicable direction, policy, rule or order that is given by a Supervisory Authority;

in each case as amended, supplemented, superseded or replaced from time to time;

"**Business Day**" means a day other than Saturday, Sunday or public holidays;

"Confidential Information" means in relation to either the ZSor the Developer, all information used in or otherwise related to that disclosing Party's business, customers or financial or other affairs, in each case whether or not marked "Confidential", and any and all other information clearly designated as "Confidential" by the disclosing person, in each case existing in any form;

"Developer Services" means the services detailed by the Developer during its onboarding process, which the Developer intends to provide to Players using the services accessed by the Developer through the APIs;

"Eligibility Criteria" means the specific criteria set out in the ZS's onboarding process which tests the suitability of the Developer as a business partner and whether the Developer meets the DisruptionX's criteria for ensuring the integrity of its systems and data, including but not limited to:

    1.   the technicalities of the Developer's solution;

    2.   whether the Developer holds all necessary permissions or authorisations for the activities which it intends to carry out;

    3.   the Developer's security measures and operation and risk management controls, particularly in relation to personal data, including its cybersecurity policy, what monitoring it has in place and its data retention and destruction practices.

"Intellectual Property Rights" means

    1.   copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

    2.   applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

    3.   all other rights having equivalent or similar effect in any country or jurisdiction;

"Player" means an individual who use the Platform to organize the Contests and use the Developer Services in order to win a Prize;

"Platform" means an information system that includes a hardware and software complex consisting of a website hosted on a domain name https://zerosum.world/, computer programs, databases, disk space and hardware.

"Prize" means an amount of crypto currency submitted to ZS by Players before entering into Smart Contract.

"Third Party" means any person other than a Party to this API Contract, an employee, director, officer or agent of a Party to this API Contract or any tax authority;

"**Smart Contract**" means an automatable and enforceable agreement between the Players.

ONBOARDING

1. As part of the Developer's onboarding process with ZS, the Developer will provide the following information to ZS on its request:

Commercial name of the game, url, its rules and mechanics, graphic game assets.

The Developer warrants and represents that all information and documentation it provides to the ZS in respect of this Clause Onboarding will be complete and accurate in all material respects.

The following information provided by the Developer is posted publicly on the ZS Platform:

Name of the game, its rules and mechanics, graphic game assets.

ZS publishes information about the Developer's Services within a period of 7 Business Days.

If at any time the Developer becomes aware of any change to the information or documentation it provided, any change to its status as a Developer or ability to meet the Eligibility Criteria it must immediately inform the ZSwho may take any action it considers to be reasonably necessary which may include suspension or termination of the API Contract under Clause 9.

ACCESS

Subject to Clause 2 above, the ZS will provide the APIs to the Developer in accordance with the terms of this API Contract from the date of acceptance of this API Contract for 12 months OR until otherwise terminated (the "**Term**") provided that:

3. Unless otherwise stipulated in this API Contract, the Developer will make the arrangements it requires to access the APIs;

4. the Developer continues to satisfy the Eligibility Criteria; and

5. the Developer will contract directly with the Customers with regards to the provision of the Developer's Services.

The Developer will during the Term make available to the Customers the Developer's Services.

AVAILABILITY

The ZSwill provide access to the APIs and the Platform on an 'as is' basis. The ZSdoes not warrant that the APIs will be uninterrupted, timely, error-free, or virus-free, nor does it make any warranty as to the results that may be obtained from using the APIs. Subject to the foregoing, the ZSwill use its reasonable endeavours to prevent interruption to the access to the APIs as is reasonably practicable for it to do so. The ZSreserves the right to limit access to and/or use any API by various means and using various criteria.

DESCRIPTION OF THE CONTEST AND PAYOUTS

The Players enter into an agreement in the form of a Smart Contract, according to which the Players:

collect a Prize from their own cryptocurrency;

perform a Contest for a Prize using the Developer's Services;

distribute the Prize among themselves on pre-determined conditions;

In pursuance of the agreement, the Players transfer the cryptocurrency to the ZScrypto wallet, where the cryptocurrency is held until the results of the Competition are received via the API.

The Developer provides Players with unhindered access to its Services.

The Developer, using the API functionality, automatically transmits information about the results of the Contest to DisruptionX.

Upon receipt of the results of the Contest, the Smart Contract self-executes distributing the Prize among the Players.

From each Prize, the Developer receives a fee equal to 6% of the value of the Prize.

Fee is automatically transferred to the crypto wallet at the details specified by the Developer..

The Developer has access to the statistics of the Contests that ZScollects.

INTELLECTUAL PROPERTY

The ZSgrants a non-exclusive, non-transferable licence to the APIs to the Developer to the extent required for the Developer to provide the Developer Services to the Players on the basis that Developer complies with any restrictions placed on its use of the APIs under this API Contract.

The ZSgrants to the Developer a non-exclusive, non-transferable licence to the data it provides to the Developer for the purposes of providing the Developer Services under this API Contract, on the basis that the Developer complies with any restrictions placed upon its use of the data under this API Contract.

The Developer grants to the ZSa non-exclusive, non-transferable licence to all the content, including any pictures, logos, trademarks, domain names, and the Developer Services text descriptions, it shares with the ZSfor the purposes of providing an information about Developer Services to Players by placing it on the ZSPlatform under this API Contract, on the basis that Developer complies with any restrictions placed upon its use of the data under this API Contract.

Where the API Contract is terminated or suspended either under Clause 9 Termination and Suspension of the Services of this API Contract or otherwise, the licences contained within this Clause 6 Intellectual Property will be similarly terminated or suspended.

CONFIDENTIAL INFORMATION

Both Parties will use at least the same degree of care, to safeguard the Confidential Information of the other Party as it employs with respect to its own Confidential Information of a similar nature.

Neither Party will disclose or use any such Confidential Information other than in connection with, and only to the extent necessary for the performance of its obligations under, or to exercise any rights of licences granted by, this API Contract.

Subject to Clause Both Parties may disclose Confidential Information:, neither Party will disclose any of the terms of this API Contract which are Confidential Information to any other person without the prior written consent of the other Party.

Both Parties may disclose Confidential Information:

6. if and to the extent required by Applicable Law or for the purpose of any judicial proceedings;

7. if and to the extent required in referring a dispute for resolution pursuant to Clause;

8. to its professional advisers, auditors (and their advisers) and lawyers; and

9. if and to the extent the information has come into the public domain through no fault of that Party.

Notwithstanding the expiry or early termination of this API Contract, the provisions of this Clause Confidential information will continue to apply to each Party without limit in time.

The text of any press release or other communication made by either Party to be published by or in the media concerning the subject matter of these Terms will require the approval of both Parties.

PARTY LIABILITY

Subject to this, no Party will be liable to any other Party under or in connection with this API Contract (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) for:

any loss of profit, interest, goodwill, production, business opportunity, business (including loss of contracts), revenue and/or anticipated savings; and/or

indirect, special, punitive or consequential losses,

even if such losses were foreseeable and notwithstanding that a Party had been advised of the possibility that such losses were in the contemplation of the other Party or any Third Party.

The ZSwill not be liable or in breach of this API Contract for:

any breach by the ZSof this API Contract or failure by the ZSto provide the APIs to the extent that such failure is caused by any failure of the DEVELOPER to comply with the Developer's obligations under this API Contract;

any loss or damage whatsoever caused directly or indirectly by the acts or omissions of any Developer personnel or any Third Party engaged by the Developer to receive services under this API Contract; or

any loss of access to the APIs or inability to provide the Developer Services caused by any incompatibility between the Developer's System and the APIs.

TERMINATION AND SUSPENSION OF THE SERVICES

The ZShas the right to terminate the Developer's access to the APIs if it has reason to believe that:

10. the Developer no longer fulfils the Eligibility Criteria;

11. the Developer has breached any of the conditions of Clause 5;

12. the Developer introduces Malware into, or otherwise disrupts or attempts to disrupt the ZSsystems;

13. the Developer offers the Developer's Service or conducts itself in a manner that causes damage to the ZSreputation, either with the Players or with the market more widely, including but not limited to regulators; or

14. the Developer has used the APIs other than as permitted by Clause Access;

The ZS has the right to suspend the Developer's access to the APIs in circumstances where:

15. it has the right to terminate the APIs under Clause The ZShas the right to terminate the Developer's access to the APIs if it has reason to believe that: of this API Contract;

16. emergency maintenance needs to be carried out;

17. there is an actual or suspected security breach by the Developer;

18. there is an actual or suspected breach of this API Contract by the Developer;

19. the Developer suffers a security breach or other unauthorised access to the systems through which either the APIs are accessed or the Players use the Developer's Services;

20. the ZS has a legitimate concern about the Developer's access to or use of the APIs or the ZS is subject to a security breach; or

21. where the ZS has any other reasonable grounds for such suspension.

The DFS Provider will notify the Developer of its intention to terminate access to the APIs in accordance with 9.1 or suspend access to the APIs in accordance with The ZS has the right to suspend the Developer's access to the APIs in circumstances where: , 7 Business Days before the respective termination or suspension (**a "Notice of Intention"**). Should the Developer remedy the grievances of the ZSbefore the expiry of the Notice of Intention, the ZSat its own discretion may withdraw the Notice of Intention and continue to provide access to the APIs.

If a Notice of Intention to suspend the API Contract expires without adequate remedy, the ZSwill suspend access to the APIs by the Developer and the Developer will not be entitled to exercise any of its rights under this API Contract and the licences will also be suspended.

Once a period of suspension begins, the ZSwill as soon as reasonably practicable send a further notice to the Developer detailing the reason for suspension, whether it deems the Developer to be at fault, and, if it does consider the Developer to be at fault, a reasonable time period for correction by the Developer. If the Developer does not remedy the situation to a standard sufficient to the DisruptionX, the ZSmay at its own discretion terminate the API Contract in accordance with 9.1 and The ZShas the right to terminate the Developer's access to the APIs if it has reason to believe that: above. If the reason for the suspension either ceases to exist or is sufficiently remedied by the Developer, the ZSwill reinstate the APIs as soon as reasonably practicable henceforth.

The ZShas the right to refuse to action an instruction, such as a payment instruction, which reasonably causes the ZSto be suspect a fraudulent transaction or to be concerned about the security of the APIs or the Customer data. In such a case, the ZSshould as soon as reasonably possible after the action is requested, provide notice to the TPSP that it will not carry out such an action.

Notwithstanding term in this Clause 9, the DisruptionX's obligation to provide notice shall not apply in any case of security incidents, data breaches, emergency incidents or where the ZSreasonably considers that any delay in suspending the APIs would cause the ZSto be in breach of Applicable Law.

CONSEQUENCES OF TERMINATION

On termination or suspension of this API Contract, the DEVELOPER will no longer have any rights to access the APIs.

WARRANTIES

The DEVELOPER warrants, represents and undertake to the ZS that:

it has the necessary rights to perform its obligations under the API Contract;

it has full legal authority to enter into the API Contract;

it will maintain all legal or regulatory permission or authorisations it needs in order for it to provide the DEVELOPER Services to the Customers;

it will notify the ZSif its circumstances change such that it does not or in the future will not fulfil the Eligibility Criteria;

all information provided by or on behalf of the Developer to ZSis accurate and complete; and

each representative of its operational team, and each representative of its senior management to whom disputes are to be referred pursuant to the dispute resolution procedure under Clause has full authority to bind such DEVELOPER in relation to any dispute referred to such representative.

The ZS warrants, represents and undertakes to the Developer that:

it has the necessary rights to perform its obligations under the API Contract; and

it has full legal authority to enter into the API Contract.

To the fullest extent permitted by law, and unless expressly set out to the contrary in the API Contract, all warranties and terms which would otherwise be implied by law, custom or usage are excluded from the API Contract.

FORCE MAJEURE

A Party will not be responsible for any delay in performing or failure to perform any of its obligations under the API Contract if and to the extent that the delay or failure directly results from a failure of another Party to perform its obligations in accordance with the API Contract.

The ZSshall not be in breach of the API Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

GOVERNING LAW

Each Party agrees that the API Contract and relationship between the Parties will be exclusively governed by and interpreted in accordance with English law and that all disputes arising out of or in connection with the API Contract and/or the DisruptionX's APIs and/or the relationship between the Parties in relation to the subject matter of the API Contract (in each case whether or not regarded as contractual claims) will be exclusively governed by and determined in accordance with English law and (subject to the dispute resolution procedure) each Party expressly and irrevocably submits to the exclusive jurisdiction of the BVI Courts in relation to all such disputes and any other claim or matter arising under or in connection with the API Contract.

DETAILS OF THE DISRUPTIONX

ZS Technologies LLC

Company Registration Number:	2088134
Address:	Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

admin@zerosum.world

Schedule 1

Application Programming Interface

Connection between the ZeroSum backend and player authorization server is established by websockets and events are exchanged according to interface protocol mentioned below. When initializing websocket connection, specify bearer token in authorization header. This must be signed by a shared syd phrase and contain the gameId parameter —which points to the game identifier on the platform—in the payload. If the signature or the token is not valid, connection will be closed. User Authorization The transition between the game app and the ZeroSum web platform is done using deeplinks. In the case of browser and desktop games a Chrome link to the official site is needed, and in the case of mobile games you need a special link that opens Metamask: chrome prefix: metamask prefix: https://test.zerosum.world/ https://metamask.app.link/dapp/https://test.zerosum.world/ When redirecting a player from the game application, a one-time JWT token is necessary to add to the query. The payload must contain: playerId: player identifier in your database; gameId: your game identifier on ZeroSum platform; rating: player rating in scalar if exists. The Syd phrase for token signing and gameId will be shared. Token length shouldn't be more than 384 characters.