



LICENSE AGREEMENT

DATE: January 11, 2021

LICENSOR: TRADICION 925 SA DE CV

LICENSEE: HBS SYSTEMS INC

The License Agreement is made effective by the signature of both parties by 11th day of January, 2021. The content of the agreement as followed.

1. SUBJECT MATTER

The content of this License Agreement is ZNT-D08 (“Licensed Good”) which is under the property right of TRADICION 925 SA DE CV.

The Licensee is permitted by the Licensor to use the Licensed Good in order to translate and distribute product software in English. To enable the use of the Licensed Good the Licensor will support the Licensee with necessary consulting and training fractions.

2. EXTENT OF LICENSE

Please chose the appropriate options in the boxes

EMAIL: contacto@tradicion925.com

ADDRESS: Av Porfirio Díaz 125Noche Buena, Benito Juárez, 03720 Ciudad de México, CDMX, Mexico.

2.1 Non-Exclusive

The Licensee accepts a non-exclusive right in terms of conditions of this License Agreement to translate, develop product software in English and sell the Licensed Goods in United States of America

2.2 Territory

The licensed territory is United States of America. The Licensee is not permitted to make, use or sell the Licensed Good outside this territory.

2.3 Sub-License

The Licensee has the right to grant sub-license in its territory. Revenues from the sub-license have to be shared with the Licensor to 45%. The sub-license will end with termination of the head-license. Any sub-license agreement needs the prior permission of the Licensor.

2.4 Improvements

Changes and Improvements by the Licensee

All improvements to the Licensed Good have to be reported by the Licensee to the Licensor. Improvements in this sense include any advances which can be directly used or applied by the Licensed Good and which are patentable. If the Licensor participated in this development, he/she possess the right to be considered as part of a joint venture as well as the right to be licensed to the new technology. Both parties agree to undertake further negotiation processes in good faith.

Improvements by the Licensor

The Licensors agrees to inform the Licensee about all improvements to the Licensed Good. The Licensee has the right to be licensed to the respective new technology by the conditions of this License Agreement.

2.5 Term

The License Agreement ends on 11 December, 2025

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3. FEES

Please chose the appropriate options

3.1 Lump Sums

The Licensor and the Licensee agree about a lump sum in the amount of \$5,200,000.00. The lump sum has to be paid within the first 12 weeks after signing this License Agreement. There with the license is fully-paid-up and no further financial requirements will emerge.

3.2 Royalties

The Licensor and the Licensee agree about regular payments in the form of license royalties.

4. INFRINGEMENT

In case of financial disadvantages following an infringement due to a third party producing, practicing, or selling the Licensed Good without permission by the Licensor, the parties shall meet for agreement over appropriate actions. Licensee and Licensor will share the costs of eventually necessary legal effects by 25% and 75% respectively.

5. GENERAL CONSIDERATIONS

5.1 Representations and Warranties

The Licensor represents and warrants the Licensee:

- a) Licensor owns the Licensed Good and its legal property rights, which gives the right to grant the respective license. The

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Licensor possess the contractual right to grant the License in case of improvements of the Licensed Good.

- b) The Licensed Good and its property rights are valid accordingly to the knowledge of the Licensor at the date of signature.
- c) The use of the Licensed Good is to be implemented pursuant to the knowledge of Licensor without any exceptions.
- d) The Licensee will have no liabilities or obligations to the Licensor's IPR-portfolio or License improvements.
- e) On the request from the licensee, the Licensor will provide the Licensee access to the Licensed Good and facilities and trainings agreed upon in the contract without further consideration.
- f) The Licensor will inform the Licensee immediately in case legal changes affecting the Licensed Good emerge.

5.2 Licensor and Licensee Obligations

Licensor Obligations

- a) The Licensor provides the relevant technology required for the use of the Licensed Good
- b) The Licensor maintains the power of the license in the territory.

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Licensee Obligations

- a) The Licensee will undertake all necessary steps to successfully manufacture and market the Licensed Good in the present territory.
- b) The Licensee takes properly care of the entrusted Licensed Good and other properties of the Licensee.

6. GOVERNING LAW

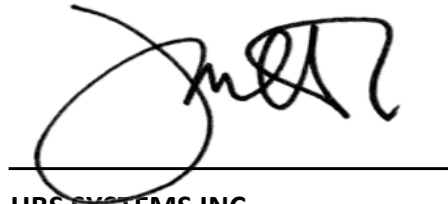
This Agreement will be interpreted and construed according to, and governed by, the laws of United States of America. Any dispute regarding this agreement shall be examined under jurisdiction of these laws.

Licensor



TRADICION 925 SA DE CV
MARTIN ARTURO
CEO

Licensee



HBS SYSTEMS INC
CHAD STONE
PRESIDENT, CEO

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