

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-SB

GENERAL FORM FOR REGISTRATION OF
SECURITIES OF SMALL BUSINESS ISSUERS
UNDER SECTION 12(b) OR 12(g)

POKER.COM INC.

(Name of small business issuer as specified in its charter)

Florida 98-0199508
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification Number)

#1502 - 1166 Alberni Street
Vancouver, British Columbia, Canada, V6E 3Z3
(Address, including postal code, of registrant's principal executive offices)

(604) 689-5998
(Telephone number including area code)

Securities to be registered under Section 12(b) of the Exchange Act: None

Securities to be registered under Section 12(g) of the Exchange Act:
Common Stock

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POKER .COM INC.
Form 10 - SB

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PART 1

Item 1 Description of Business

General Development of business

The company was incorporated in Florida on May 3rd/, 1989 as Sparta Ventures Corp., In 1998 the company entered into an Agreement with Thermal Ablation Technologies Canada Inc ("Thermal") which had developed a thermal balloon ablation system to eliminate dysfunctional uterine bleeding. The Company's obligation was to raise \$3 million to pursue the development of a prototype unit. As a result of this agreement the Company changed its name to Thermal Ablation Technology Corporation on October 8th/, 1998 The company raised \$150,000 in a private placement which it invested into Thermal but was unable to raise any further capital with a result that the deal collapsed. The company retained a 6% interest in Thermal with no further obligation. As the company had up until this time no operating entity it started to scout around for a business opportunity and on reviewing the possibility of purchasing the domain/url www.Poker.com, the Company entered into a purchase agreement with UniNet Technology Inc. ("UniNet") on July, 16th/ 1999 to purchase the worldwide rights to use and market the URL/Domain www.poker.com for a purchase consideration of \$100,000, the issuance of 500,000 shares and a 4% royalty. On August 10, 1999 the company changed its name to Poker.com Inc.

The company is now engaged on the Internet in the business of selling turnkey on-line gaming casino and software sub-licenses and marketing www.poker.com as a poker card room and a gaming portal. The Company (through its wholly owned subsidiary, Casino Marketing SA ("CasinoM")) entered into a Master Sub-Licensing Agreement with GamingTech Corporation (a wholly owned subsidiary of Chartwell Technology Inc.) whereby GamingTech provided to Casino Marketing the world rights to sell Casino software licenses. The Company will earn revenue from license fees, royalty fees, advertising and e-commerce.

To induce GamingTech to provide CasinoM with the world wide rights to sell their software licenses CasinoM agreed to purchase a Software License from GamingTech for \$100,000 which will enable CasinoM to sell software sub-licenses and sell multiple Casino links to a sub-licensees master casino for \$30,000 each.

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The company's principal offices are located at Suite 1502, 1166 Alberni Street, Vancouver, British Columbia, V6E 3Z3, Canada. The company's telephone number is (604) 689-5998, and the fax number is (604) 683-6013.

Prior to October, 1999 the company had not been engaged in any active business and had not earned any revenue.

The Internet

The Internet is, without a doubt, the fastest growing telecommunications medium in history. Although the Internet only began to become extensively used by businesses and individuals in 1993, in that six year period, it has grown from virtually nothing to boast an estimated 81 million users worldwide. It took only 5 years for the Internet to reach 50 million users. This compares to 38 years for radio, 13 years for television, and 10 years for cable. All accounts of the future for this amazing medium predict continued growth. And we agree. The Internet is as nothing encountered by our society to date. It allows us all to become publishers of information (or content) that can be viewed by anyone in the world. It allows companies to sell goods and services to a global and rapidly growing market. It allows customers to quickly and easily survey the offerings of thousands of suppliers. It eases communications and it tests the sovereignty of governments whose power and influence have always depended upon physical borders.

The convergence of computers and communications that has manifested itself in the Internet is rapidly changing the world around us. Banking, books, stock trading, groceries, and yes, even gambling are now being offered on the Internet. A mere 5 years ago, few people had not even heard of the Internet, let alone used it. Now, it is almost everywhere and the Internet is rushing headlong towards ubiquity. Newspaper and television ads now feature the distinctive <http://www.mybusiness.com/>. News shows and press articles direct viewers and readers to "find out more on the web". The Internet is smashing long held paradigms and forcing almost every company in the world to re-evaluate its business plan in the face of this stampeding medium.

Gambling has also entered this digital age. Despite great skepticism, at-home gambling via the Internet established itself in 1998.

- - Excerpted from Wagering on the Internet - a strategic analysis of the online gambling industry by River City Group, LLC and Christiansen Capital Advisors, Inc.

With increased consumer support for e-commerce, and a growing confidence in making secure financial transactions online, it is expected that the Internet will soon become a primary source for seeking out and evaluating entertainment choices. Those websites that offer entertainment-driven content with a high level of interactivity through chat and multimedia will attract the most traffic. The interactive component is also evolving, with the convergence of the Internet and the latest video streaming techniques. Fun, participation, and information combine to offer a complete entertainment experience. www.poker.com

offers all of these components.

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Figure 1. Internet Population

[GRAPH APPEARS HERE]

Worldwide

1995	1996	1997	1998	1999	2000	2001	2002	2003
25,000	30,000	35,000	142,000	214,000	266,000	358,000	430,000	502,000

[GRAPH APPEARS HERE]

US Only

1995	1996	1997	1998	1999	2000	2001	2002	2003
25,000	30,000	35,000	63,000	86,000	109,000	132,000	155,000	173,000

Source: Christiansen Cummings Associates Inc.

Competition

The online gaming market is new, rapidly evolving and intensely competitive and the Company expects that competition will further intensify in the future.

Barriers to entry are minimal, and current and new competitors can launch new sites at a relatively low cost.

The Company believes that the principal competitive factors in its online market are brand recognition, selection, variety of value-added services, ease-of-use, site content, quality of service, and technical expertise. Many of the Company's potential competitors have longer operating histories, larger customer bases, greater brand recognition and greater financial, marketing and other resources than the Company. The Company is aware that certain of its competitors have and may continue to adopt aggressive policies and devote substantially more resources to website and systems development than the Company. Increased competition may result in reduced operating margins, loss of market share and a diminished brand franchise.

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There can be no assurance that the Company will be able to compete successfully against current and future competitors. New technologies and the expansion of existing technologies may increase the competitive pressures on the Company.

However, to compete with the existing software developers and direct traffic to the Company's sub-licensees, the Company has established www.poker.com as a

gaming Portal to encourage potential subscribers to visit the site by offering them general gaming information, free games, free e-mail, an entry point to visit a sub-licensees gaming site, a chat line and forum, a retail e-commerce facility. Based on the portal the company expects to generate substantial traffic to its site. The company has also entered into various contracts to purchase traffic and key words from www.galore.com and www.excite@home.com

respectively which will result in a much higher traffic count to their web site than to most other gaming sites on the Internet.

The Internet has changed the face of gaming, taking it beyond the confines of political and physical boundaries and into the virtual world. More importantly, it has broadened the user base to include every country across the globe.

Internet Gaming Companies

A number of public and private companies are competing for market share in the Internet Gaming world.

CryptoLogic Inc. (Toronto Stock Exchange: CRY)

CRY is a public company traded on the Toronto Stock Exchange. Cryptologic is a well-known licensor in the software/technology side of the industry. The Company charges licensees an up-front \$250,000 licensing fee for use of its 19 casino games, as well as charging 50% of each licensee's net revenue. CRY has two primary technologies. "E-cash" software is an efficient and secure application that utilizes proprietary real-time cryptographic technology to enable secure Internet commerce and information transmission. Internet casino software was first released in 1996 and licensed through the wholly-owned subsidiary Internet Overseas Licensing Limited (IOLL). IOLL's 12 licensees comprise one of the largest segments of the online casino market. CRY's expertise consists of: Internet software development; Internet communications; client/server applications; data security and random number generation; international banking; mathematics; 3D graphics; and animation.

Starnet Communications International Inc. (NASD OTC BB: SNMM)

Starnet is primarily a developer, licensor, and provider of online gaming technology and websites. Starnet currently offers online gaming services through its own World Gaming Services, Inc. subsidiary that only serves clientele outside of North America, and through its Softec Systems Caribbean, Inc. subsidiary that licenses turnkey online gaming packages to independent licensees. As at the end of June 1999, Starnet had launched websites for 42 licensees. Virtual casino offerings include more than 22 different games such as blackjack, pai gow poker,

roulette, and craps. A live sports book is also operational.

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Starnet charges its licensees a US \$100,000 up-front fee, consulting fees, and a percentage of each licensee's net revenues (based on a graduated calculation from 40% of the first US \$100,000 down to 15% of any net revenues over US \$5,000,000).

Chartwell Technology Inc. (Alberta Stock Exchange: CWH)
Prior to becoming involved in the Internet gaming industry, Chartwell was an oil and gas exploration and development based in western Canada. With its acquisition of Gateway Technology Inc. in January 1998, the Company now licenses Java-based Internet Gaming software. The Company's licensing fee charges are \$100,000.

Atlantic International Entertainment, Ltd. (NASD OTC BB:AIEE)
AIEE develops and markets interactive products and services focused on two major sectors of the gaming industry interactive gaming & wagering and information technology products and services. AIEE develops and markets worldwide private network and interactive gaming and wagering products including its proprietary flagship products, Internet Casino Extension, also known as ICE. AIEE licenses its products to licensed casino operators and sports wagering businesses for a fee of \$250,000 to \$350,000, depending on the types of products licensed. AIEE has entered into eleven license agreements for the ICE product. The company licenses the "webSports" sportsbook software system to casino operators and sports book businesses. AIEE has entered into seven license agreements for the "webSports" product.

Intertops Antigua, International Gaming & Entertainment Ltd.
Intertops operates an online casino and sportsbook. The casino is based in Antigua. The sportsbook accepts US and Canadian currencies.

You Bet International, Inc. (NASDAQ: UBET)
UBET is a technology company that specializes in live online event wagering. UBET is an innovator in the areas of content development, network deployment, and management services. UBET currently provides an interactive race and sports environment. UBET's Chairman is also the founder and largest shareholder of Silicon Gaming, Inc. (SGIC).

Youbet.com, Inc., which recently changed from YouBet International, Inc. to reflect its interest in developing an e-commerce business, is a development stage company engaged in developing PC-based propriety communications software technology to be utilized by consumers for online entertainment purposes. The Company has developed proprietary technology in both the computer and horse racing industries.

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YouBet is a "closed-loop" Intranet system operating in selected states. Thus, the potential market that YouBet can target is narrow. To place a wager on YouBet's system, a customer must open an account with YouBet, open a separate account with Ladbrokes Call-A-Bet, wait for the CD to arrive in the mail, and install it.

Virtual Gaming Technologies, Inc. (NASD OTC BB: VGTI)
VGTI has developed expertise in gaming, software development and network integration. It is currently developing an interactive gaming service and virtual casino on the Internet.

PlayStar Wyoming Holding Corp. (NASD OTC BB: PSCKF)

Through its PlayStar Limited and Antigua Casino Subsidiaries, operates, promotes and commercializes interactive software-based games of chance. PSCKF's games are offered as an online service accessible worldwide on the Internet.

CyberGames Inc. (NASD OTC BB: CYGA)
CYGA (formerly known as World gaming Inc.), an owner of four traditional hotel-based casinos in Costa Rica, acquired 5 Internet casinos in 1998. Currently, CYGA is developing three more online

casinos, an operational management and reporting services, and an Internet credit card clearing system with the goal of becoming a fully-integrated Internet services company for the gaming industry. CYGA expects to go online with its projects during 1999 as it begins to implement its growth plan.

Global Games Corp. (NASD OTC BB: GLOW)

GLOW develops and licenses software for Internet gaming and non-wagering games on the Internet. GLOW also develops software for commercial Internet services including credit card processing and online check transactions. In addition, GLOW provides management services and consulting to operators of gaming establishments outside the US.

Total Entertainment Inc. (NASD OTC BB: TTLN)

TTLN licenses software for Internet gaming. TTLN also provides secure automated transaction processing and proprietary software for Internet clients. In addition, TTLN provides entertainment management, marketing and consulting services.

Boss Media AB (Sweden - www.bossmedia.com)

Boss Media AB, develops turnkey solutions for online casinos. The Company grants licenses for products needed to create and maintain an online gaming business. The Company provides software, a game server payment system, website design, a marketing platform and services. The product line includes

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"Seven Card Stud" and "Roulette". Its two subsidiaries are located in Antigua. Boss Casinos Ltd. focuses on the daily technical maintenance and operation processing of financial transactions.

Private Companies

MicroGaming - (South Africa)

A private company based in South Africa, MicroGaming develops and sells turnkey Internet casino systems to casino operators and entrepreneurs for a licensing fee of \$100,000 (five casino-based games). MicroGaming also assists in the areas banking services, and general consulting/marketing services.

The company, in selling Casino links for \$35,000, have created a highly competitive environment

And expect to sell a substantial number of Casino links.

The Company also recognised the fact that the poker card room software that they had purchased from ASF Games is now 2nd/ generation and are negotiating to purchase a new 3rd/ generation software licence to compete more aggressively in the marketplace. This software should be available to the Company by mid February, 2000.

Government Regulation of the Internet

There are currently no requirements set out by Government Regulations for approval of Development and/or sale of gaming software or sale of gaming licenses. The Company does not operate a gaming site and is therefore not subject to the regulations proposed under the 'Kyle' bill (see 'Risks'). The Company does not propose to sell any gaming licenses to any USA or Canadian entities.

The Company may be subject, both directly and indirectly, to various laws and regulations relating to its proposed business, although there are few laws or regulations directly applicable to access to the Internet. However, due to the increasing popularity and use of the Internet, it is possible that a number of laws and regulations may be adopted with respect to gaming on the Internet. Such laws and regulations may cover issues such as user privacy, pricing, content, copyrights, distribution and characteristics and quality of products and services. Furthermore, the growth and development of the market for online

commerce may prompt calls for more stringent consumer protection laws that may impose additional burdens on those companies conducting business online. The enactment of any additional laws or regulations may impede the growth of gaming on the Internet which could, in turn, decrease the demand for the Company's products and services and increase the Company's cost of doing business, or otherwise have an adverse effect on the Company.

The applicability to the Internet of existing laws in various jurisdictions governing issues such as property ownership, sales and other taxes, libel and personal privacy is uncertain and could expose the Company to substantial liability. Any new legislation or regulation, or the application of existing laws and regulations to the Internet could have a material adverse effect on the Company.

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The impact of the Kyl Bill, if it is approved by Congress, would make it illegal for anyone from the USA to operate a Casino in the USA or take wagers in the USA or to place wagers in the USA. This could have a negative impact on the revenue generated by the Company's licensees who may derive the bulk of their revenue from wagers emanating from the USA which will in turn affect the revenue earned by the Company from the sub-licensees.

Internet Gaming Industry Regulation

In July 1998, the US Senate voted to largely prohibit gambling on the Internet. Under the legislation, operators of illegal Internet gambling sites could be sentenced to up to four years in jail and fined up to \$20,000. Gamblers who illegally bet via the Internet could receive a jail sentence of up to three months and a fine of either \$500 or three times the amount bet. Some Internet-based "fantasy" or "rotisserie" sports league activities would be exempt from the ban. However, in August 1998 the US House of Representatives overwhelmingly voted down the legislation. On March 23, 1999, Senator Kyl (R-Arz.) submitted Bill S.692 to the Senate for consideration. The Bill was passed in November 1999 but it is still questionable as to whether the House of Representatives would view it any differently from the last Internet gaming bill which was turned down.

The move on the part of the federal government to ban Internet gambling is a departure from gambling policy. The federal government has typically left the issue up to the authority of the state governments, resulting in wide range of attitudes towards gambling. Most states allow some type of gambling, whether it be full casinos, card rooms, pari-mutuel tracks or state-operated lotteries. Only two states, Hawaii and Utah, prohibit all forms of gaming.

These opinions have now become common knowledge from various gaming industry analysts including excerpts from Bear Sterns review of the Gaming Industry published in January, 2000 And from leading gaming industry experts such as Sue Schneider

Current Internet Gambling Enforcement

Senator Jon Kyl released his proposed "Internet Gambling Prohibition Act" on March 29, 1999. A similar Bill, also proposed by Senator Kyl, failed to pass in 1998. The current proposed 28 page Bill attempts to ban most forms of gambling on the Internet within US borders. There is no prohibition on individuals placing bets over the Internet. Only "gambling businesses", within US jurisdiction, are proposed to be prohibited. The Bill also outlines several exemptions, some of which are summarized below:

- . The basic proposal states that it shall be unlawful for a person engaged in a gambling business to use the Internet or any other interactive computer service to place, receive, or otherwise make a bet or wager. The significance of the language is that it does not illegalize the act of gambling on the Internet. Only gambling businesses based and operated within US borders are affected.
- . Penalties for violators include fines in the amount of total wagers received, or \$20,000, whichever is greater, and jail time up to four years. This is significant and, if approved, will limit new participants.

- Several types of gambling are exempted. These include fantasy sports leagues, state lotteries, and certain activities under the Interstate Horseracing Act 1978.
- The bill provides that interactive computer service providers shall have no liability for hosting illegal gambling businesses.

State Role in Prohibition of Internet Gambling

Residents in states prohibiting gambling may circumvent anti-gaming laws by logging into the Internet. Several states have taken the initiative to curtail Internet gambling within their borders by taking legal action against the website operators. In the following section, measures taken by state offices to prosecute Internet and offshore gambling operations that have transacted business within their states are summarized.

Nevada - In July 1997, Nevada became the first state to pass a law outlawing Internet gambling site. In addition, the law allows for the prosecution of those accepting bets from Nevada residents. The Senate Bill 318 is the first statute to expressly allow licensed race and sports books, off-track betting operators and casinos to accept wagers via the Internet.

Minnesota - The Minnesota Attorney General sued Wager Net Web, a Las Vegas-based company that was preparing to offer sports betting over the Internet, for consumer fraud when the company advertised that its service was legal. The company intended the service to be set up and run by another company located outside the US. Subsequently, the company filed an appeal with the state court of appeals claiming that the state did not have jurisdiction over the company since it was not based in Minnesota. In December 1997, a Minnesota state court ruled that the Attorney General does indeed have jurisdiction to prosecute Internet gambling companies. The state is seeking a court order to stop the advertising and civil penalties of at least \$25,000. The case reached the Minnesota State Supreme Court, where on May 8, the state court upheld the lower court's ruling. The court, however, did not address the issue of whether Internet gambling itself is illegal.

Wisconsin and Missouri - The Coeur d'Alene Indian Tribe of Idaho, Unistar Entertainment and Executone Information Systems are being sued by the attorneys general of Wisconsin and Missouri over the operation of a national online lottery. The tribe claims that it has the authorization to operate the lottery under the Indian Gaming Regulatory act of 1988 since the computer server operating the games is located on the reservation. The states contend that the gambler must be physically present on the reservation when gambling as opposed to using the Internet. The lawsuit seeks injunctions to stop the operation of the gambling sites in Wisconsin, in addition to fines and consumer restitution.

Missouri - In May 1998 a Missouri judge upheld a civil lawsuit against Interactive Gaming and Communications Corporation (IGCC) by the state's attorney general. IGCC was found to have violated state consumer-protection law, fined \$66,000 and ordered to "reject and refuse" all

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applications by Missouri residents. When the company accepted wagers by undercover agents in Missouri, criminal charges were filed against the company's president. The case is still pending.

Environmental Laws

As the Company business is exclusively conducted on the Internet, the Company is not impacted by any environmental issues.

Full Time Employees.

The Company is currently managed by Charlo Barbosa, the President and COO and Mr Michael Jackson, the CEO who works full time in the affairs of the Company. The company contracts out their Investor Relations department, accounting

department, Sales and their technical department.

Y2K Compliance

The company's software have been programmed for Y2K compliance.

Business of the Company

The Company has formulated a business model which is being developed in three phases. Each phase is interrelated and overlaps with each other.

Phase 1

In Phase 1, the Company acquired from UniNet the world wide rights to use and license the url/domain Poker.com. The company also purchased a license from ASF Software Inc. ("ASF") which entitled the Company to sub-license ASF's multi-player 'Texas Hold Em' poker software to a third party operator.

The company sold the exclusive rights to use the URL www.poker.com for the

operation of an online gaming site and sold a sub-license to use the ASF software to operate a multi-player poker card-room and casino under the www.poker.com domain to Antico Holdings SA ('Antico') of Costa Rica. Under this

agreement the company will earn revenue from marketing and directing traffic to the sub-licensee's web-site of 20% of the deposits from each player that signs up to play poker.

The Company has developed an opt-in advertising program and will earn revenue from sponsors of the opt-in newsletter program as well as from sales of banner advertising and retail e-commerce product. Poker.com, Inc. intends to partner with some of the largest sites on the Internet that offer products and services such as www.amazon.com (for books on poker, gambling and the strategy of

winning), and www.travelocity.com (for airfare tickets to gaming destinations

and travel in general). Poker.com will have its own electronic shopping cart system selling t-shirts, hats, cards and numerous other items.

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Phase 2

Phase 2 is dedicated to developing a sub-licensing program. The Company through its wholly owned subsidiary, Casino Marketing SA has entered into a Master Sub-license Agreement with Gamingtech Corporation ("Gamingtech") (a wholly owned subsidiary of Chartwell Technologies Inc ("Chartwell") software developers) which enables the company to market Chartwell's Java based gaming software systems and earn Licensing fees and ongoing royalty fees. The Company has recently set up servers in Costa Rica incorporating the Chartwell software which the Company has sold to Antico Holdings SA who will operate a Master Casino and provide Technical and Administrative services to the Company's future sub-licensees. The software incorporates 19 Casino games played for real money. The Company is also in negotiation with ASFSoftware to represent them under a Master Sub-License Agreement which will enable the company to offer prospective buyers an alternative range of gaming software.

ASF has developed several multi-player games similar to the 'Texas Hold Em' multi-player poker now offered at the www.poker.com site. Due to the complexity

and rich graphical content of this type of software, it requires downloading onto the user's computer hard drive or a CD-Rom version while the Java based Chartwell games require no downloading.

To capitalize on the vast pool of potential players worldwide, Poker.com, Inc. will offer software to its sub-licensees in different language, as they become available from the Licensors, such as Chinese, Spanish, German, French, and Japanese. Each sub-licensee will also be required to become a regular sponsor of opt-in newsletter program .

Games

The Chartwell games include the following

Pai-gow	Caribbean Poker
Blackjack	Baccarat
Roulette	Craps
Sic Bo	Video Poker
Slots	

Services

Poker.com, Inc., through its service agreement with Antico, will be able to provide sub-licensees the following:

- . Initial Internet gaming license
- . A virtual casino "theme"
- . Sophisticated visual and sound effects to create a total gaming experience
- . Real-time wagering o Secure encrypted merchant accounts and electronic fund transfers
- . Analysis of all gaming data, including win/loss and monitoring of players' activities
- . Administration and complete 24hr, 7 days per week support services
- . Monitoring of all fund flows

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- . Hosting of server software

Phase 3

During Phase 3, the Company intends to rapidly build market share through the development of the www.poker.com web-site as a gaming portal. It is the

Company's goal to create a comprehensive gaming portal that will offer gaming enthusiasts and novice players alike, the best in gaming information and software, variety of entertainment and casino games (both free and for money wagering) and a friendly easy-to-use interface.

Free E-mail

In conjunction with the development of the portal, Poker.com will offer free web-based e-mail accounts similar to that of www.hotmail.com.

Users can log in and check their e-mail from any browser, anywhere in the world. Revenue will be generated via banner advertising that will appear at the top of the user's inbox, outbox, saved and sent message screens for maximum exposure. Advertisers will be charged \$5 per 1000 email ads. The Company estimates that it will host 20,000 e-mail accounts by the middle of next year. Assuming that an average user would be checking his e-mail 4 times a day, this would generate 16 impressions per user which would result in 320,000 impressions a day - generating revenue of approximately \$584,000 per year.

Banner Advertising

The Company will offer premium banner space for up to 10 gaming sites. The sites featured will have a 200-word description plus sample screen shots of their web site. They will be charged up to \$5,000 per month for each featured site. All banners will be rotated once per hour to ensure that each advertiser attains maximum exposure. Projected banner revenue is estimated at \$600,000 per year.

Affiliation Programs

Although the Company will derive revenue from affiliation programs to other casino sites, it has not been included as potential revenue as it is currently difficult to quantify.

The Company's Master Software Sub-Licensing Agreement acquired by CasinoM from GamingTech is valid for 3 years commencing November, 1999 with two automatic

renewals of 3 years each for a total period of 9 years provided that the agreement has not been breached.

Internet on-line gaming is a global business operating 365 days a year 24 hours a day and is not subject to seasonal conditions.

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As the Company only provides gaming software acquired from and developed by third party providers, the company carries no inventory nor does it require research and development capital.

Marketing Strategy

The obvious leveraging power of the Poker.com domain will be immediately utilized at all levels of the marketing strategy. Due to the very nature of a 'portal' there will be a revolving roster, and each casino will be linked directly under a specific game-link word. Eventually, the portal will develop as a search engine, which will give the Company the ability to negotiate marketing deals with virtually every interactive entertainment software developer. The

Company will require that each sub-licensee and affiliate contribute to the advertising campaigns that the portal coordinates. Each casino sub-licensee will become a sponsor of the poker.com newsletter.

Poker.com, Inc. has developed a comprehensive marketing program that is now being implemented, as real money is currently being wagered at the poker.com site. The program will be customized for specific cultures, including prospective Asian, European, South American, Australian and South African players. As well, the Company's marketing expertise and resources will enhance the ability of its sub-licensees to market their gambling sites. Poker.com, Inc.'s management will assist in coordinating the marketing programs of its sub-licensees and will be actively involved in their development and implementation.

The Company has established its marketing office in Vancouver, BC, Canada. From this marketing office, the Company intends to promote its sub-licensees' Internet gaming websites.

Overview of Operations

Poker.com is presently in its initial growth stage. Key strategic developments to date have included the purchase of the URL www.poker.com in order to capitalize on the globally recognized brand name 'poker', the Master sub-license agreement entered into with Chartwell/Gamingtech. and the pending Master sub-license agreement with ASF as well as the development of Poker.com as a gaming portal. Poker.com possesses, what management considers to be, the most up to date gaming technology at the most competitive pricing on the internet which will enable the company to sell a substantial number of sub-licenses and become one of the largest Internet gaming software sellers on the Internet.

The company's infrastructure consists of a management team including Charlo Barbosa who acts as President and Michael Jackson, who acts as CEO, who conduct the day to day management of the company with a group of consultants who are providing investor relations support, sales and marketing, accounting and technical support. The company, in selling turnkey gaming software licenses, provides the hardware and software systems to enable the gaming sub-licenses to operate a casino or multi-player poker card room. The company also offers their licensees introduction to server hosting facilities, administration and banking services as well as legal services in various global jurisdictions.

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The company's first sub-licensee, Antico Holdings SA, ("Antico") who are located in Costa Rica, initially purchased the ASF multi-player poker gaming sub-license to operate a card-room subsequently purchased a GamingTech software sub-license to operate an on-line Casino. The company has set up server facilities in Costa Rica, which they have sold, with the sub-licenses, to Antico. The purchase price for the Multi-player Poker software including 2 servers was \$200,000 plus an ongoing marketing fee of 20% of all deposits made on the site while the purchase price of the Casino sub-license including the software and 2 servers was \$65,000 plus a royalty fee of 25% of the ongoing net profit generated from their Casino.

Antico have agreed to provide to the Company's future sub-licensees full Technical and Administrative support including credit card processing and banking.

With the Master sub-license agreements in place, the company expects to achieve rapid market penetration and earn substantial revenue from on-going royalty fees.

The Business Plan

Executive Summary

Introduction

Poker.com, Inc. is an Internet Gaming software licensing and marketing Company that has secured the world wide rights to market the www.poker.com web-site for

on-line gaming and the world wide rights to market GamingTech Java based Casino software and ASF Games multi-player poker licenses.

Poker.com Inc. is actively working towards establishing www.poker.com as the

leading Internet brand name for gaming software. The company is also utilizing its marketing potential and its widely recognized domain to position itself as one of the foremost Internet gaming portals.

Poker.com has no intention of owning nor operating any Internet gaming operation but will act exclusively as marketing agents and software sub-licensors in order to sell casino and multi-player poker software. The company will derive its revenue from selling gaming software licenses and from on going monthly royalty payments from sub-licensees operating their own casinos and multi-player poker card rooms. Revenue will also be generated from marketing fees, advertising, banner sales and e-commerce affiliations.

The company is building up a strong infrastructure to achieve its objectives to become the leading gaming sub-licensor on the Internet and expects to become the largest Internet software supplier within 6 months.

Background

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Poker.com, Inc. began trading as a publicly listed company on the NASD OTC Bulletin Board exchange under the symbol 'PKER' on August 19, 1999. Poker.com, Inc. has the exclusive worldwide rights to market the www.poker.com URL until

the year 2098. These rights were acquired from UniNet Technology Inc., which had purchased them from the registered owner of the URL, Alacorp.

The company sold their first Multi-Player software license to Antico Holdings SA who launched their card-room for money wagering on October 12/th/ 1999. On November 30/th/ 1999 the Company through their wholly owned subsidiary 'Casino Marketing SA.' entered into a world wide Master Sub-License agreement with GamingTech Corporation (a wholly owned subsidiary of Chartwell Technologies Inc.) who have developed a suite of 18 internet Java based casino games, which entitles Poker.com to sell Casino sub-licenses and thereby generate License Fees and monthly royalty payments. The company is currently negotiating with 10 potential licensees to purchase the Casino licenses.

On December 5/th/ 1999 the Company was informed by ASF Games that they have agreed to enter into a sub-licensing agreement whereby Poker.com is granted the world wide rights to sell Multi-player poker software and retain a licensing fee and a monthly royalty from revenue generated by sub-licensees.

Through its exclusive worldwide license to market the www.poker.com URL, the

Company has created a number of revenue-generating strategies, which are being implemented and which should produce substantial revenue commencing beginning

January, 2000.

Corporate Philosophy

Management of Poker.com, Inc. realized that it would be a costly and lengthy process to develop its own gaming software and compete with a number of established software developers to become sub-licensors. The company decided that in order to take advantage of the lucrative on-line gaming market, it would enter into a Master sub-licensing agreement which would allow the company to sell gaming sub-licenses and earn licensing fees and royalties without the costs associated with software development and upgrades as new technology is developed. This will allow the company to rapidly establish brand awareness and a commanding Internet presence.

Business Development

The Company is developing its business model in 3 phases which are overlapping

In Phase 1, which started on the 12/th/ October 1999, the Company will derive revenue from marketing the poker.com domain and directing traffic to Antico's multi-player poker site in Costa Rica. The Company will earn 20% of each deposit made by a player that the Company directs to Antico's multi-player poker room at www.poker.com.

During this phase the Company will also be launching its opt-in newsletter. The term opt-in means that the respondent has actively subscribed to the newsletter. Poker.com, Inc. will also offer free web-based e-mail accounts similar to that of Hotmail.com.

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In phase 2, the Company entered into a Master Sub-licensing Agreement with Chartwell Technologies Inc which will enable the to sell gaming software systems. The Company expects to earn up to \$30,000 for each sub-license they sell and to earn a royalty fee of up to 15% from each sub-licensee's gross revenue. The company is also in negotiation with ASF to acquire a Master Sub-license Agreement.

Phase 3 involves the development of the poker.com portal as the site of choice by Internet gaming enthusiasts and the marketing of banner ads.

Portal Development

The primary objective of the www.poker.com web-site is to drive traffic to the

multi-player poker card-room and casino, and to build the site into one of the Internet's top gaming portals, while developing brand loyalty that will translate into return visits to the site. It is the Company's goal to create a comprehensive gaming portal that will offer gaming enthusiasts and novice player alike, the best in gaming information and software, variety of entertainment and casino games, and a friendly easy-to-use interface. The site will constantly be updated to reflect not only the technological and creative advances in the gaming industry but the Company's commitment to long-term growth and excellence. In addition, the site will offer a number of value-added services to encourage visitors to come back to the site regularly including free-e-mail and a comprehensive list of all the online gaming sites on the Internet.

Although the Company is not the first online gaming portal and software licensing company, Poker.com, Inc. has already made www.poker.com one of the

most highly trafficked gaming sites on the Internet. With one of the most widely recognized brand names on the Internet, an aggressive marketing strategy, and a full spectrum of the best casino games available, Poker.com, Inc. expects to become the leading gaming portal on the web.

Software Licensing

Poker.com, Inc. will generate significant revenues by sub-licensing gaming software from Chartwell and other gaming software developers. The software technologies will be sub-licensed to prospective and existing casino operators.

These types of licensing agreements open up significant opportunities to add a host of alternative casino and card games. It is anticipated that horseracing and a sports-book will also be added in the future. Revenue-sharing agreements will be entered into with other software developers, whereby the Company will share in the licensing fees and royalty fees.

In the future, it is anticipated that the Company may directly develop and/or acquire software technologies.

Marketing Strategy

Poker.com, Inc., with its exclusive rights to market the unique www.poker.com

domain, will derive revenue from marketing the poker.com multi-player poker card-room and casino, licensing fees and ongoing royalties from gaming software sub-licensees. Further marketing initiatives that will be implemented include: an opt-in newsletter program, banner advertising and retail e-commerce sales.

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Poker.com Inc. has purchased a license from ASF Software Inc. ("ASF") which they have sub-licensed to Antico Holdings SA with the exclusive rights to use the URL www.poker.com to operate an online gaming site and the sub-licensing rights to -----
use the ASF software to operate a multi-player poker card-room and casino.

As one of the first components of a comprehensive marketing plan, the Company has contracted with Excite@Home (Nasdaq: ATHM) to position the poker site on the -----
www.excite.com search engine with links using ten of the most popular poker and -----
gambling key words. The company has also entered into an agreement with Galore.com, an Internet portal and search engine, which has agreed to direct up to 900,000 unique visitors to the www.poker.com web-site per month.

Poker.com., Inc., by virtue of its widely recognized domain alone, is positioned to become the dominant poker gaming site on the web. As a portal, it will be a collaborative gaming website where leading casino operators mutually co-exist and offer the full spectrum of casino games available. In this way, they are able to deliver gaming content to the greatest number of participants possible. The end result is more traffic and additional revenues. As a premier gaming portal, www.poker.com will eventually lead the way in this emerging growth -----
market.

Poker.com, Inc.'s free e-mail service to subscribers further encourages them to return to the site on a daily basis.

Poker.com, Inc. will also promote its users to access its chat rooms. Chat rooms have become a cornerstone of Internet interactivity over the past year. Ninety five percent of all major websites have chat functionality. Similarly, thirty percent of all web activity is chat related. According to Jupiter Research, by 2002, the chat room market will grow to 64 million users.

Poker.com, Inc.'s primary strategy is to promote the www.poker.com brand and -----
strive for an industry leadership position by:

- . Providing an interesting, friendly and high-interest content site
- . Focusing on sub-licensing Casino gaming software
- . Providing an innovative and easy-to-use software program
- . Acquiring customers efficiently
- . Maximizing customer retention and loyalty by offering great content
- . Constantly expanding its customer base through multiple marketing channels

Through the use of multiple marketing channels, the Company believes it will be able to reduce its reliance on any one source of customers, maximize brand awareness and lower average customer acquisition costs. The Company will promote its brands through an aggressive marketing campaign using a combination of online and traditional advertising.

Online consumers can easily fall into Internet patterns and evidence suggests that they do not switch online allegiances easily. Poker.com, Inc. will also work at making www.poker.com a starting point for the novice gambler and will

capitalize on this opportunity for capturing consumer loyalty. Thus, as traffic flows to the www.poker.com site, the Company will fully capitalize on the

interest of these potential players by offering virtually instant access to a variety of Java-based casino games. The cross-platform nature of Java makes it possible to play these games on all major operating systems with no downloading required. This is also a major convenience for users who have slower connections to the Internet.

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Marketing channels include:

Online Advertising

The Company will advertise on the sites of major Internet content and service providers, and targeted gaming-related sites. This will include search engines and portals.

Traditional Offline Advertising

Consumers use offline media channels to research, acquire and service what they spend money for online. The Company will purchase traditional advertising and may attempt to partner with certain traditional media companies to attract new customers. Poker.com, Inc.'s traditional advertising efforts may include radio advertising and print advertising in gaming-related publications, including Cardplayer and Poker Digest.

Strategic Alliances

The Company will form strategic alliances with major Internet content and service providers in order to enhance its new customer acquisition efforts, increase purchases by current customers and expand brand recognition. The Company will increase the number of alliances it has established with search engines and negotiate to secure exclusive rights, where possible, to place gaming banner advertisements and integrated links to the Poker.com, Inc. sites on certain gaming-related pages.

Direct Marketing Techniques

The Company will employ direct marketing techniques to target new and existing customers with communications and promotions.

Opt-in Newsletter

Poker.com, Inc. will be launching its opt-in newsletter in December 1999. The term opt-in means that the respondent has actively subscribed to the newsletter. Thus, the newsletter is entirely unsolicited and spam-free. It can also be personalized and include information based on demonstrated customer preferences and prior usage.

Poker.com, Inc. will attract new subscribers through its webmaster affiliations, paying \$.20 to these webmasters for each new sign-up. The Company expects to gain 15,000 new subscribers in the first month, increasing at a rate of 20% per month thereafter. Two newsletter mailings will be distributed each week. The opt-in newsletter is expected to generate revenues of approximately \$1 million for Poker.com, Inc. within its first year of operation.

Banner Advertisements

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Banner advertisements are rectangular graphical/text images that can be positioned in strategic locations on web pages and search engines on the Internet. When a potential customer clicks on a banner, the

customer's browser points the customer to the advertiser's homepage. Poker.com, Inc. will pay for banner advertisements on a variety of web pages and search engines and participate in banner exchange programs. As well, the Company may enter into agreements with webmasters to place Company banner advertisements on their homepage in exchange for a commission for each unique customer who clicks through to the www.poker.com homepage, or for a percentage of the profits generated by -----
the webmasters.

Submissions to Search Engines

Potential customers often discover new websites on the Internet from listings on search engines such as Excite.com, Yahoo.com, and Galore.com. The Company will submit its Universal Resource Locator ("URL") and a brief description of its Internet casino gaming website to various search engines so that the information is available to potential customers who use search engines to locate Internet gaming sites. The Company has entered into a \$340,000 Contract with Excite to purchase "key words" such as poker, blackjack and bingo . The effect of searching such a key word is that each time a surfer types in the word 'poker' or 'blackjack' or 'bingo' a www.poker.com banner is -----
immediately and prominently displayed.

Retail E-Commerce/Affiliation Programs

Poker.com, Inc. intends to enter into affiliation agreements with such popular, high-traffic E-commerce websites as Amazon.com and Travelocity.com. These alliances will assist in drawing traffic to the Poker.com, Inc. web-site when gaming-related inquiries are made through these other high traffic sites. These affiliations will also become an additional source of revenue, as Poker.com, Inc. will receive a commission fee for each purchase/transaction made at these affiliate sites directed from the www.poker.com site.

Distribution of CD-ROMs

America Online (AOL) became the largest Internet Service Provider in the United States by distributing millions of its CDs and floppy disks. This promotional technique worked. AOL now hosts nearly one third of the Internet users in the United States. Therefore, apart from the ability to download the game directly off the Internet, a customer will be able to play the casino games on the www.poker.com website by using -----
a free companion CD-ROM. Poker.com, Inc. plans to make this CD-ROM accessible to potential players. For example, the Company has distributed a number of CD-Rom discs via CardPlayer Magazine.

Mission Statement

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It is Poker.com, Inc.'s mission to become the largest and best developed gaming portal site on the Internet. With exclusive rights to develop and market the www.poker.com domain, the Company will leverage its online presence through a -----
multitude of marketing programs.

By offering the highest level of gaming content in this sector, a variety of games and ease of use, Poker.com, Inc. seeks to provide its Internet audience with a truly entertaining experience that will consistently increase the flow of traffic to the site over time. The Company will offer the latest games and software technology and new ways to ensure that sub-licensees and casino operators maintain a competitive advantage over other Internet gaming providers.

It is also Poker.com, Inc.'s mission to position itself as a strong and credible name in the Internet gaming industry. The Company is only developing relationships with reputable and established casino software developers who offer fair and reliable software games. This will help to reassure customers

that there are no trust or security issues.

Outlook

Management is committed to the objective of building shareholder value through long-term growth in revenues and net income.

The Company's objective is to offer existing and prospective sub-licensees the most up-to-date technology and games available. This will provide them with a competitive edge in order to support their growth. Management believes that there is an extraordinary future for online gaming and that Poker.com, Inc., with its unique brand name, is poised to become a dominant force in this market. The Company is currently positioning itself to capture a substantial share of the Internet gaming market.

Item 2 Management Discussion and or Plan of Operation

The Company has had no active business operation from inception to August, 1999 when the Company sold their first Poker card-room sub-license to Antico Holdings SA ("Antico").

In September, 1999 the Company raised \$500,000 through a private placement under a Rule 504 exemption and have recently obtained a commitment from three entities to invest \$360,000 in a private placement under a rule 506 exemption.

This Form 10-SB contains forward-looking statements. The words, "anticipate", "believe", "expect", "plan", "intend", "estimate", "project", "could", "may", "foresee", and similar expressions are intended to identify forward-looking statements. The following discussion and analysis should be read in conjunction with Poker.Com's Financial Statements and Notes thereto and other financial information included elsewhere in this Form 10-SB which contains, in addition to historical information, forward-looking statements that involve risks and uncertainties. Poker.Com's actual results could differ materially from the results discussed in the forward-looking statements. Factors that could cause or contribute to such differences include those discussed below, as well as those discussed elsewhere in this Form 10-SB.

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The company will start generating cash flow from marketing the Poker.com web site and from banner advertising on the Poker.com Portal from January, 2000. The company expects to earn approximately \$30,000 per month from marketing the poker card-room, \$25,000 per month from Banner Advertising and \$20,000 from news letter revenue. Revenue from these 3 sources is expected to generate approximately \$75,000 per month. The Company also expects to sell 3 licenses per month and earn licensing fees of \$90,000 per month and Royalty fees from Casino sub-licensees to commence in or about March, 2000 which should generate another \$50,000 per month. Unless something unforeseen happens, Management is of the opinion that the company should generate a minimum of \$215,000 revenue per month commencing April, 2000.

The costs associated with earning this revenue comprises office rental, Investor Relations, selling costs, legal and accounting and marketing for a expenditure of approximately \$100,000 per month.

The company is negotiating to purchase new multi-player poker gaming software from a third party supplier which the Company will provide to Antico which will allow the Company to sell 3/rd/ generation software licenses to potential third party card-room licensees. This will enable the company to earn greater licensing fees and substantially higher royalty fees. The cost of the new software will be approximately \$30,000 in cash and 100,000 shares of stock.

The Master sub-licensing agreement with GamingTech allows the company to provide sub-licensees with all technology and gaming upgrades without any further cost to the Company, the costs being borne by GamingTech and ASF.

The Company has a commitment to pay Chartwell \$17,500 per quarter for the purchase of their Software License, commencing February, 2000 and have entered into contract with Excite@home

From whom they have purchased the keywords' poker, blackjack and bingo' at a cost of \$14,666 per month for the first quarter of 2000 and increasing to \$28,000 per month for the 2nd/ quarter, \$30,175 Per month for the 3rd/ quarter and \$39,800 per month for the 4th/ quarter.

The Company believes that with the proposed injection of \$360,000 from a private placement the company is positioned to finance its development pending positive cash flow revenue from operations starting in March, 2000.

The company's main expense during the next 12 months is for marketing and operating costs. In the event revenue from existing and future sub-licensees does not reach the projections contemplated in this business model, the Company would cut back on their advertising/marketing and promotion costs by re-selling portion of the keywords purchased on excites search engine and reduce the office staff and costs associated with Investor relations which does not generate revenue to the company. The company could possibly reduce overhead costs to \$15,000 per month.

The GamingTech technology enables the company to sell multiple Casino links to third party websites. The company proposes to sell the links for \$30,000 and also intends to give away links to web masters who web sites with high traffic which they can direct to their Casino Link. In this

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way the company will be able to "give away" a substantial number of Casino links and earn substantial revenue from on going royalty payments. With the unique knowledge and networking of the company's management the company believes that they will have sold/given-away more Casino licenses than any other gaming software supplier on the Internet by April, 2000.

The financial projections attached indicate a continuous increase in revenue. This is based on revenue from new casino operators and from operators spending more marketing dollars as their revenue increases. The increase is also based on revenue generated from selling advertising banners on the www.poker.com portal.

The company does not expect any change to their projected revenue stream from inflation. The company may decide to discount the selling price of the Casino links if sales of licenses slowed down.

The company does not expect to significantly increase their number of total employees or contractors during the next 12 months.

There are certain risks associated with Internet on-line gaming which may affect the company's projected revenue stream such as the following

Risks Related to Government Legislation

Risks Related to Wagering Statutes and Regulations

Internet Gaming Industry Regulation

In July 1998, the US Senate voted to largely prohibit gambling on the Internet. Under the legislation, operators of illegal Internet gambling sites could be sentenced to up to four years in jail and fined up to \$20,000. Gamblers who illegally bet via the Internet could receive a jail sentence of up to three months and a fine of either \$500 or three times the amount bet. Some Internet-based "fantasy" or "rotisserie" sports league activities would be exempt from the ban. However, in August 1998 the US House of Representatives overwhelmingly voted down the legislation. On March 23, 1999, Senator Kyl (R-Arz.) submitted Bill S.692 to the Senate for consideration. The Bill was passed in November, 1999 but it is still questionable as to whether the House of Representatives would view it any differently from the last Internet gaming bill.

The move on the part of the federal government to ban Internet gambling is a departure from gambling policy. The federal government has typically left the issue up to the authority of the state governments, resulting in wide range of attitudes towards gambling. Most states allow some type of gambling, whether it be full casinos, card rooms, pari-mutuel tracks or state-operated lotteries.

Only two states, Hawaii and Utah, prohibit all forms of gaming.

Current Internet Gambling Enforcement

Senator Jon Kyl released his proposed "Internet Gambling Prohibition Act" on March 29, 1999. A similar Bill, also proposed by Senator Kyl, failed to pass in 1998. The current proposed 28 page Bill attempts to ban most forms of gambling on the Internet within US borders. There is

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no prohibition on individuals placing bets over the Internet. Only "gambling businesses", within US jurisdiction, are proposed to be prohibited. The Bill also outlines several exemptions, some of which are summarized below:

- . The basic proposal states that it shall be unlawful for a person engaged in a gambling business to use the Internet or any other interactive computer service to place, receive, or otherwise make a bet or wager. The significance of the language is that it does not illegalize the act of gambling on the Internet. Only gambling businesses based and operated within US borders are affected.
- . Penalties for violators include fines in the amount of total wagers received, or \$20,000, whichever is greater, and jail time up to four years. This is significant and, if approved, will limit new participants.
- . Several types of gambling are exempted. These include fantasy sports leagues, state lotteries, and certain activities under the Interstate Horseracing Act 1978.
- . The bill provides that interactive computer service providers shall have no liability for hosting illegal gambling businesses.

State Role in Prohibition of Internet Gambling

Residents in states prohibiting gambling may circumvent anti-gaming laws by logging into the Internet. Several states have taken the initiative to curtail Internet gambling within their borders by taking legal action against the website operators. In the following section, measures taken by state offices to prosecute Internet and offshore gambling operations that have transacted business within their states are summarized.

Nevada - In July 1997, Nevada became the first state to pass a law outlawing Internet gambling site. In addition, the law allows for the prosecution of those accepting bets from Nevada residents. The Senate Bill 318 is the first statute to expressly allow licensed race and sports books, off-track betting operators and casinos to accept wagers via the Internet.

Minnesota - The Minnesota Attorney General sued Wager Net Web, a Las Vegas-based company that was preparing to offer sports betting over the Internet, for consumer fraud when the company advertised that its service was legal. The company intended the service to be set up and run by another company located outside the US. Subsequently, the company filed an appeal with the state court of appeals claiming that the state did not have jurisdiction over the company since it was not based in Minnesota. In December 1997, a Minnesota state court ruled that the Attorney General does indeed have jurisdiction to prosecute Internet gambling companies. The state is seeking a court order to stop the advertising and civil penalties of at least \$25,000. The case reached the Minnesota State Supreme Court, where on May 8, the state court upheld the lower court's ruling. The court, however, did not address the issue of whether Internet gambling itself is illegal.

Wisconsin and Missouri - The Coeur d'Alene Indian Tribe of Idaho, Unistar Entertainment and Executone Information Systems are being sued by the attorneys general of Wisconsin and

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Missouri over the operation of a national online lottery. The tribe claims that it has the authorization to operate the lottery under the Indian Gaming Regulatory act of 1988 since the computer server operating the games is located

on the reservation. The states contend that the gambler must be physically present on the reservation when gambling as opposed to using the Internet. The lawsuit seeks injunctions to stop the operation of the gambling sites in Wisconsin, in addition to fines and consumer restitution.

Missouri - In May 1998 a Missouri judge upheld a civil lawsuit against Interactive Gaming and Communications Corporation (IGCC) by the state's attorney general. IGCC was found to have violated state consumer-protection law, fined \$66,000 and ordered to "reject and refuse" all applications by Missouri residents. When the company accepted wagers by undercover agents in Missouri, criminal charges were filed against the company's president. The case is still pending.

Risk Factors Related to Poker.com, Inc.'s Operations

Limited Operating History

Poker.com, Inc. has a short operating history on which to base an evaluation of its business and prospects. The Company's prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in their early stage of development, particularly companies in new and rapidly evolving markets such as online commerce. Such risks include, but are not limited to, possible inability to respond promptly to changes in a rapidly evolving and unpredictable business environment and the risk of inability to manage growth. To address these risks, the Company must, among other things, develop and expand its customer base, successfully implement its business and marketing strategies, continue to develop and upgrade website and transaction-processing systems, provide superior customer service, respond to competitive developments, and attract and retain qualified personnel. If the Company is not successful in addressing such risks, it may be materially adversely affected.

Dependence on Continued Growth of Online Commerce

The Company's long-term viability is substantially dependent upon the widespread consumer acceptance and use of the Internet as a medium of commerce. Use of the Internet as a means of effecting monetary transactions is at an early stage of development, and demand and market acceptance for recently introduced services and products over the Internet remains uncertain. The Company cannot predict the extent to which consumers will be willing to shift their gaming habits to online casinos.

The Internet may not become a viable commercial marketplace for a number of reasons, including potentially inadequate development of the necessary network infrastructure, delayed development of enabling technologies and inadequate performance improvements. In addition, the Internet's viability as a commercial marketplace could be adversely affected by delays in the development of services or by increased government regulation. Changes in or insufficient availability of telecommunications services to support the Internet also could result in slower response times and adversely affect usage of the Internet generally and Poker.com, Inc. in particular. Moreover, adverse publicity and consumer concern about the security of transactions

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conducted on the Internet and the privacy of users may also inhibit the growth of commerce on the Internet. If the use of the Internet does not continue to grow or grows more slowly than expected, or if the infrastructure for the Internet does not effectively support growth that may occur, the Company would be materially adversely affected.

Competition

The online gaming market is new, rapidly evolving and intensely competitive and the Company expects that competition will further intensify in the future. Barriers to entry are minimal, and current and new competitors can launch new sites at a relatively low cost.

The Company believes that the principal competitive factors in its online market are brand recognition, selection, variety of value-added services, ease-of-use, site content, quality of service, and technical expertise. Many of the Company's

potential competitors have longer operating histories, larger customer bases, greater brand recognition and greater financial, marketing and other resources than the Company. The Company is aware that certain of its competitors have and may continue to adopt aggressive policies and devote substantially more resources to website and systems development than the Company. Increased competition may result in reduced operating margins, loss of market share and a diminished brand franchise.

There can be no assurance that the Company will be able to compete successfully against current and future competitors. New technologies and the expansion of existing technologies may increase the competitive pressures on the Company. In addition, many companies that allow access to transactions through network access or Web browsers promote the Company's competitors and could charge the Company a substantial fee for inclusion.

Need for Additional Funds

The Company's capital requirements depend on several factors, including the rate of market acceptance, the ability to develop and expand the Company's customer base, the level of expenditures for sales and marketing, the cost of website development and upgrades, and other factors. If capital requirements vary materially from those currently planned, the Company may require additional financing sooner than anticipated. Regardless of when needed, there can be no assurance that financing will be available in amounts or on terms acceptable to the Company, if at all. If equity securities are issued in connection with a financing, dilution to the Company's shareholders may result, and if additional funds are raised through the incurrence of debt, the Company may become subject to restrictions on its operations and finances.

Rapid Technological Change

To become and remain competitive, the Company intends to develop, enhance and improve the responsiveness, functionality and features of proposed sites and develop new features to meet customer needs. The Internet is characterized by rapid technological change, changes in user and customer requirements and preferences, frequent new product and service introductions and the emergence of new industry standards and practices that could render the Company's proposed websites, technology and systems obsolete. The Company's success will depend, in part, on its

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ability to license leading technologies useful in its business, enhance its proposed services, develop new services and technology that address the needs of its proposed customers, and respond to technological advances and emerging industry standards and practices on a cost-effective and timely basis. If the Company is unable to use new technologies effectively or develop and adapt its websites, proprietary technology and transaction-processing systems to customer requirements or emerging industry standards, it would be materially adversely affected.

System Damage or Failure

Poker.com, Inc.'s sub-licensees' systems are vulnerable to damage from earthquake, fire, floods, power loss, telecommunications failures, break-ins and other unforeseen events. Poker.com, Inc.'s business is dependent upon its sub-licensees' communications hardware and computer hardware being operational. A substantial interruption in these systems would adversely affect Poker.com, Inc.'s business.

Dependence on the Communications Infrastructure of the Internet for Transmitting Information

Poker.com, Inc. and its sub-licensees utilize electronic communications and the Internet infrastructure to send and receive information. Poker.com, Inc.'s future success will depend, in significant part, upon the maintenance and growth of this infrastructure and any failure or interruption may have a material adverse effect on Poker.com, Inc.'s business. To the extent that this infrastructure continues to experience an increased numbers of users, increased frequency of use of increased bandwidth requirements of users, Poker.com, Inc.

cannot be certain that this infrastructure will be able to support the demands placed on it or that the performance or reliability of this infrastructure will not be adversely affected. Outages and delays in sending or receiving data as a result of damage to portions of this infrastructure could also affect Poker.com, Inc.'s ability to transmit information.

Online Security Risks

If Poker.com, Inc.'s sub-licensees' systems and controls are unable to handle online security risks, its business will be adversely affected. These systems use packet filters, fire-walls, and proxy servers which are all designed to control and filter the data. However, advances in computer capabilities, new discoveries in the field of cryptography, or other events or developments may make it easier for someone to compromise or breach the technology used by Poker.com, Inc. and its sub-licensees to protect subscribers' transaction data. If such a breach of security were to occur, it could cause interruptions in services and loss of data or cessation in service. This may also allow someone to introduce a "virus", or other harmful component causing an interruption or malfunction.

To the extent that activities of Poker.com, Inc. involve the storage and transmission of information such as credit card numbers, security breaches could damage Poker.com, Inc.'s reputation and expose the Company to a risk of loss or litigation and possible liability.

Key Personnel

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The Company's success is currently dependent on the ability and experience of its senior management namely; Charlo Barbosa, its President/Chief Operating Officer and Michael Jackson its CEO. In order to manage anticipated growth, the Company has outsourced Investor relations, marketing and administration. Competition for personnel, particularly persons having Internet marketing development and other technical expertise, is intense, and there can be no assurance that the Company will hire additional, qualified personnel. The inability of the Company to retain and attract the necessary personnel or the loss of services of any of its key personnel could have a material adverse effect on the Company.

Other Risk Factors

The Company operates in a rapidly changing environment that involves numerous other risks, many of which are beyond the Company's control and which could have a material adverse effect on business, revenues, operating results and financial condition. However, Poker.com, Inc.'s management believes that it is taking necessary steps, wherever possible, to address the key risks to which it will be exposed as it progresses with its planned course of action.

Penny Stock.

Poker.com's securities are subject to the SEC "penny stock" regulations which may limit the ability of broker-dealers to sell Poker.Com's securities and shareholders' ability to sell their shares in the secondary market. The Securities and Exchange Commission has adopted a number of rules to regulate "penny stocks." Such rules include Rules 3a51-1, 15g-1, 15g-2, 15g-3, 15g-4, 15g-5, 15g-6, 15g-7, and 15g-9 under the Securities and Exchange Act of 1934. The rules require broker-dealers to make certain disclosures regarding penny stocks to potential buyers, and make a determination based upon information provided by the potential buyer about such buyer's suitability for investing in penny stocks. There may be a limited market for penny stocks, due to the regulatory burdens on broker-dealers. The market among dealers may not be active. Investors in penny stock often are unable to sell stock back to the dealer that sold them the stock. The mark ups or commissions charged by the broker-dealers may be greater than any profit a seller may make. Because of large dealer spreads, investors may be unable to sell the stock immediately back to the dealer at the same price the dealer sold the stock to the investor. In some cases, the stock may fall quickly in value. Investors may be unable to reap any profit from any sale of the stock, if they can sell it at all.

Item 3 Description of Property

The Company's headquarters and executive offices are located at #1502-1166 Alberni Street, Vancouver. British Columbia . Canada and the telephone number is (604) 689-5998. The company leases on a month to month basis, approximately 1,500 sq.ft of space at the aforementioned office, from Virtualynx Internet Inc. a company which is owned by Charlo Barbosa, President of the Company. The monthly rental including reception, administration and technical services is approximately US\$3,500 per month.

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Item 4 Security Ownership of Certain Beneficial Owners and Management

The following table sets forth the outstanding Common Stock of the company owned of record or beneficially owned by each person of record, or was known by the company to own beneficially more than 5% of the company's common stock, and the name of the shareholding of each Officer and Director and all officers and Directors as a group

<TABLE>

<CAPTION>

Name	Shares Owned	Percentage of shares Owned
<S>	<C>	<C>
Charlo Barbosa (1) (2) 1605-7281 Cambie Street Vancouver V6P 3H4	347,500	6.1%
Michael Jackson (1)(3) 1574 Angus Drive, Vancouver. V6J 4H3	225,000	3.9%
ALL EXECUTIVE OFFICERS AND DIRECTORS AS A GROUP (Two Individuals)	572,500	10.0%

</TABLE>

All shares are held beneficially and of record and each record shareholder has sole voting and investment power.

(1) These individuals are Officers and Directors of the Company and may be deemed to be "parents or founders" of the Company as that term is defined in the Rules and regulations promulgated under the 1933 Act. Does not include stock options.

(2) Includes 85,000 stock options.

(3) Includes 100,000 stock options.

Item 5 Directors, Executive Officers, Promoters and control persons

The following table sets forth the name, age and position of each Director of the Company.

<TABLE>

<CAPTION>

Name	Age	Position
----	---	-----
<S>	<C>	<C>
Charlo Barbosa	29	President, Chief Operating Officer, Member of the board of Directors

</TABLE>

30

<TABLE>

<S>

Michael Jackson	55	Secretary, Chief Executive Officer Member of the board of Directors
-----------------	----	--

</TABLE>

Mr. Barbosa and Mr. Jackson have served as Directors of Poker.com since July 16,

1999. Each Director will serve until the next annual meeting of shareholders and their respective successors are elected and qualified. Charlo Barbosa currently devotes part time to the operation of the business. Michael Jackson currently devotes full time to the operation of the business.

Officers and Directors of the Company

Charlo Barbosa, Director, President and COO

Mr. Barbosa is the president of Virtualynx Internet Inc., a successful web-hosting company with offices in Vancouver, BC, San Jose, Ca and Irvine, Ca. The principal place of business of Virtualynx is #1502-1166 Alberni Street, Vancouver. Virtualynx has in excess of 800 web-hosting clients with over 3000 domains registered. The Company has been in business since April, 1996 and is now the third largest customer of Abovenet Communications (ABOV-Nasdaq) with 45 servers in San Jose and servers in Palo Alto. Prior to 1996 Mr Barbosa was for 3 years senior accountant at Samoth Capital Corporation, a publicly traded company on the Toronto Stock Exchange.

Michael Jackson, Director, Secretary, CEO

Mr. Jackson began his career as a corporate and securities lawyer for 11 years before becoming a real estate developer and investment banker. Mr. Jackson has been a Director and President of Hillcon Developments Ltd., ("Hillcon") a real estate development company for the past 6 years. The principal place of Business for Hillcon is 3830 Bridgeport Road, Richmond, BC. Mr Jackson has acted as in-house counsel for a number of public and private companies but has not been a director of any publicly traded company during the past 5 years.

Item 6 Executive Compensation

Compensation of Directors and Officers

The President and CEO are not yet paid a salary but earn a fee of 5% of the gross revenue generated by the company. The President and CEO may be paid a Salary as soon as the Company is in a positive cash flow position.

SUMMARY COMPENSATION TABLE

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The following table sets forth compensation awarded to, earned by or paid to Mr. Barbosa and Mr. Jackson for the designated fiscal years. No executive officer had an annual salary and bonus in excess of \$100,000 during the past three fiscal years. Pursuant to paragraph (a)(5) of Item 402 of Regulation S-B, the table omits columns that are not applicable to Mr Barbosa or Mr Jackson's compensation.

<TABLE>
<CAPTION>

(a)	(b)	(c)	(d)
Name and Principal Position	Year	Other Annual Compensation (\$)	Securities, Underlying Options /SARs (#)
Charlo Barbosa President and Director	1999	\$10,850 (1)	85,000
	1998	--	--
	1997	--	--

Michael Jackson, Chief Operating Officer and Director	1999	\$10,850	(2)	100,000
	1998	--	--	
	1997	--	--	

</TABLE>

- (1) Mr. Barbosa is compensated by the company in an amount equal to 5% of the gross revenue generated by the company.
- (2) Mr. Jackson is compensated by the company in an amount equal to 5% of the gross revenue generated by the company.

OPTION/SAR GRANTS IN LAST FISCAL YEAR

The following table sets forth certain information concerning grants of stock options pursuant to stock option plans to the named Executive Officers during the year ended December 31, 1999.

<TABLE>
<CAPTION>

(a)	(b)	(c)	(d)	(e)
Name	Number of Securities Underlying Options/SARS Granted	% of Total Options/SARS Granted to Employees in Fiscal Year	Exercise or Base Price (\$/Sh)	Expiration Date
<S>	<C>	<C>	<C>	<C>
Charlo Barbosa President and Director	70,000	14.9%	\$1.00	December, 31, 2004
Michael Jackson, Chief Operating Officer and Director	100,000	21.2%	\$1.00	December, 31, 2004

</TABLE>

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Aggregated Option/SAR Exercise in Last Fiscal Year and FY-End Option/SAR Values

The following table sets forth certain information concerning exercises of stock options pursuant to stock option plans by the named Executive Officer during the year ended December 31, 1999 and stock options held at year end.

<TABLE>
<CAPTION>

(a)	(b)	(c)	(d)	(e)
Name	Shares Acquired on Exercise (#)	Value Realized (\$) Underlying Unexercised Options/SARs at FY-End (#)	Number of Securities In-the-Money Options/SARs at FY-End (\$)	Value of Unexercised
<S>	<C>	<C>	<C>	<C>
Charlo Barbosa	0	0	0	0
Michael Jackson	0	0	0	0

</TABLE>

OPTION/SAR GRANTS IN LAST FISCAL YEAR

Stock Options Granted

On December 15, 1999, Poker.Com granted options on 470,000 common stock, with an exercise price of \$1 per share, 240,000 of which expire June 30, 2001, and 230,000 of which expire December 31, 2004.

No options have been exercised to date.

The Company may in the future create retirement, pension, insurance and reimbursement plans covering its Officers and Directors. At the present time, no such plans exist. No advances have been made by the Company to any of its Officers and Directors.

Item 7 Certain Relationships and Related Transactions

In July, 1999 Poker.com Inc acquired the world wide rights to the URL www.poker.com from UniNet in exchange for \$100,000 plus 500,000 restricted shares of the common stock of Poker.com Inc plus a 4% royalty on gross income. Michael Jackson, a Company Director is also a Director of UniNet.. UniNet acquired the world wide rights to the url www.poker.com

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from Alacorp in an arms length transaction and agreed to pay Alacorp \$100,000 plus 250,000 restricted shares plus a 4% royalty. Michael Jackson and Charlo Barbosa (both Directors of Poker.com Inc) each earned 125,000 restricted shares from UniNet as a finders fee and for orchestrating the deal.

Item 8 Description of Securities

The description of the company's capital stock, following, is a summary which is subject to and qualified by the articles of incorporation and the bylaws, which are included as exhibits to the registration statement and by applicable state law.

Common Stock

The authorised Common Stock of the Company consists of 100,000,000 shares of Common Stock at \$0.01 par value per share. And 5,000,000 shares of preferred stock, par value \$0.01

The preferred stock may be issued from time to time, with such designations, preferences, conversion rights, qualifications, limitations, restrictions thereof as shall be stated and expressed in the resolution or resolutions provided for the issuance of such Preferred -Stock adopted by the Board of Directors pursuant to the authority of this paragraph given. No preferred shares have been issued to date.

The Company trades on the NASD. OTC BB under the symbol PKER

The holders of common stock are entitled to dividends, out of funds legally available therefore, when and as declared by the Board of Directors of the Company (the "Board of Directors"). The Board of Directors has never declared a dividend and does not anticipate declaring a dividend in the future. Each outstanding share of common stock entitles the holder thereof to one vote per share on all matters and cumulative voting is not provided for in connection with the election of the Board of Directors. The holders of common stock have no pre-emptive or subscription rights.

Warrants

The Company has authorised the issuance of 500,000 warrants which were part of the Units sold under the Private Placement 24/th/ September, 1999. The Units comprised on 1 share at \$1 plus 1 warrant convertible into 1 share exercisable at \$1. The warrants are exercisable commencing March, 1, 2000 until December,

30/th/, 1999.

No Cumulative Voting

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The holders of shares of Common Stock of the Company do not have cumulative voting rights, which means that the holders of more than 50% of such outstanding shares, voting for the election of Directors, can elect all of the Directors to be elected, if they so choose, and, in such event, the holders of the remaining shares will not be able to elect any of the Company's Directors.

Change of Control

In terms of the Section 7 of the by-laws of the corporation, a person acquiring control shares of the Corporation must file an acquiring person statement with the Corporation, failing which the Corporation may, at the discretion of its Board of Directors, redeem the control shares at the fair market value thereof, at any time during the 60 day period after the last acquisition of such control shares.

PART 11

Item 1 Market Price of and Dividends on the Company's Common Equity and other Shareholder Matters

There is a limited public market for the common stock of the company, which currently trades on the NASD OTC.BB under the symbol "PKER". The company's common stock has traded on the OTC B.B. as PKER since the 19/th/ August, 1999. The shares have traded within the last two fiscal years as follows;

	High	Low
	----	---
1998		
1/ST/ Quarter	75c	37c
2nd Quarter	56c	25c
3rd Quarter	\$2.06	50c
4th Quarter	\$2.31	67c
1999		
1/ST/ Quarter	75c	37c
2nd Quarter	50c	31c
3rd Quarter	2.93	49c
4th Quarter	1.28	60c

The above quotations have been provided by Bloomberg Professional and reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

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As of December 1, 1999 there were 4,700,000 shares of common stock outstanding, held by 45 shareholders of record and by various broker/dealers on behalf of an indeterminate number of street name shareholders.

To date the company has not paid any dividends on such Common Stock and does not expect to pay any dividends in the foreseeable futures. Payment of any dividends will be dependent upon future earnings, if any, the financial condition of the Company, and other factors as deemed relevant by the Company's Board of Directors.

Item 2 Legal Proceedings

The Officers and Directors of the Company certify that to the best of their knowledge and belief, neither the Company nor any of its Officers and Directors are parties to any legal processing of litigation. Further, the Officers and Directors know of no threatened or contemplated legal proceedings or litigation.

Item 3 Changes in and Disagreements with Accountants

None

Item 4 Recent Sale of Unregistered Securities

Set forth below is information regarding the issuance and sales of securities of the Company without registration since formation of the Company. No such sales involved the use of an underwriter and no commissions were paid in connection with the sales of any securities.

- a) On June, 27, 1998 the Company authorised the issuance of a total of 3,000,000 common shares of Thermal Ablation Technology Corporation (now 'Poker.com Inc.')
- b) On February, 26/th/ 1999, the company issued a total of 200,000 shares of restricted common stock at a subscription price of \$0.50c per share to a certain subscriber to a Private placement under Rule 504 of Regulation D whereby the company raised the sum of \$100,000. The issuance of the common stock was exempt from registration under Rule 504 of Regulation D section 4(6) and Section 3(b) and 4(2) of the Securities Act of 1933 as amended.

<TABLE>
<CAPTION>

Date	Subscriber	Number	Share Price	Total
<S>	<C>	<C>	<C>	<C>
Feb 26, 1999	Saint Hilaire Limited	200,000	\$0.50c	\$100,000

</TABLE>

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- c) On September 17, 1999, the Company issued a total of 500,000 shares of restricted common stock to UniNet Technology, Inc., in respect of the purchase of the URL/Domain www.poker.com. The offer and the sale of

the stock were exempt from registration under Rule 504 of Regulation D under Section 3(b) of the Securities Act of 1933, as amended. If the exemption under Rule 504 of Regulation D is not available, then Poker.Com believes that this offering is also exempt under Rule 506 and under Section 4(2) of the Securities Act of 1933, as amended. The management of Uninet was intimately familiar with Poker.Com's financial condition and its status as a development stage company, and had access to all relevant financial information concerning the company.

If the foregoing exemptions are not available, then management believes that the offer and sale was also exempt under Regulation S and beyond the jurisdiction of Section 5 of the Securities Act of 1933, as amended. Both Poker.Com and Uninet Technologies, Inc. have their principal executive offices in Vancouver, British Columbia, Canada. All aspects of the transaction, and all communications concerning the transaction, took place in Vancouver, British Columbia, Canada.

- d) On September, 24/th/ 1999 the Company authorised the issuance of a total of 500,000 common shares of Poker.com Inc plus 1 warrant per share exercisable at \$1 to certain subscribers to a Private placement under Rule 504 of Regulation D whereby the company raised the sum of \$500,000. The issuance of the common stock was exempt from registration under Rule 504 of Regulation D and Section 3(b) and 4(2) of the Securities Act of 1933 as amended and the Washington Administrative Code 460-44A-300 and 460-44A-504. The shares were sold only to persons whom the issuer reasonably believes are accredited investors as defined in 17CFR 230.501(a) and are purchasing for investment purposes and not with the view to or for sale in connection

with a distribution of a security.

<TABLE>

<CAPTION>

Date	Subscriber	Number	Share Price	Total
24/th/ September, 1999	Roi, David	150,000	\$1.00	\$150,000
24/th/ September, 1999	Charlo Barbosa	100,000	\$1.00	\$100,000
24/th/ September, 1999	EuroCapital Holdings AVV	250,000	\$1.00	\$250,000

</TABLE>

These shares have not yet been issued.

Item 5 Indemnification of Directors and Officers

The Company's Articles of Incorporation provide that the Company must indemnify its directors and officers, to the fullest extent permitted under the Florida Business Corporation Act against all liabilities incurred by reason of the fact that the person is or was a director or officer, or fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, employee benefit or other enterprise.

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The effect of these provisions is potentially to indemnify the Company's directors and officers from all costs and expenses of liability incurred by them in connection with any action, suit or proceeding in which they are involved by reason of their affiliation with the Company.

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PART F/S

Index to Financial Statements

<TABLE>

<S>

<C>

Report of Independent Auditors	F1
Balance Sheets as of September, 30/th/ ,1999 (unaudited), December 31, 1998 and 1997	F2
Statement of Operations for the period from May 3/rd/ 1989 (inception) to September 30, 1999 (unaudited), for the nine months ended September 1999 and 1998 (unaudited) and for the years ended December 31, 1998 and 1997	F3
Statement of Cash Flows for the period from May 3/rd/ 1989 (inception) to September 30, 1999 (unaudited), for the nine months ended September 1999 and 1998 (unaudited) and for the years ended December 31, 1998 and 1997	F4
Statement of Stockholders Equity (Deficit) from May, 1989 (inception) To December 31, 1998	F5
Notes to the Financial Statements	F6

</TABLE>

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F1

AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS

We have audited the balance sheets of Thermal Ablation Technologies Corporation as at June 30, 1999, December 31, 1998 and December 31, 1997 and the statements of operations, cash flows and shareholders' equity for the six months ended June 30, 1999, the years ended December 31, 1998 and 1997 and for the cumulative period from inception, May 3, 1989, to June 30, 1999. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, these financial statements present fairly, in all material respects, the financial position of Thermal Ablation Technologies Corporation as at June 30, 1999, December 31, 1998 and December 31, 1997 and the results of operations and its cash flows for the six months ended June 30, 1999, the years ended December 31, 1998 and 1997 and for the cumulative period from inception, May 3, 1989, to June 30, 1999, in accordance with generally accepted accounting principles.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in note 1 to the financial statements, the Company has no established source of revenue and is dependent on its ability to raise substantial amounts of equity funds. This raises substantial doubt about its ability to continue as a going concern. These financial statements do not include and adjustments that might result from the outcome of this uncertainty.

Vancouver, Canada
July 8, 1999

"Grant Thorton"
Chartered Accountants

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Poker.com, Inc.
(formerly Thermal Ablation Technologies Corporation
and Sparta Ventures Corp.)
(A Development Stage Company)
Balance Sheets
U.S. Dollars

<TABLE>
<CAPTION>

	September 30,	December 31,		
	1999	1998	1997	
	(Unaudited)			
	<C>	<C>	<C>	
ASSETS				
<S>				
Current Assets				
Cash	31,982	5,898	--	
Advances to related party	200,000		17,223	--
<hr/>				
Total Current Assets	231,982		23,121	--
Investment	1	90,298	--	
Fixed Assets	377,440			
<hr/>				
Total Assets	609,423		113,419	--
<hr/>				
LIABILITIES				
Current Liabilities				
Accounts Payable	82,426		12,350	--
Advances from related party	334,834			
<hr/>				
Total Liabilities	417,260		12,350	--
Share Capital				
Authorized				
-- 100,000 shares of common stock, \$0.01				

par value			
-- 5,000,000 shares of preferred stock, \$0.01 par value issued and outstanding			
-- 4,700,000 common shares (1998 - 4,000,000; 1997 - 1,000,000)	47,000	40,000	10,000
Additional paid-in capital	463,000	120,000	
Subscription received		100,000	

Total Share Capital	510,000	260,000	10,000
Accumulated Deficit	(317,837)	(158,931)	(10,000)
Total Shareholders' (Deficiency) Equity	192,163	101,069	

Net Liabilities and Capital Deficiency	609,423	113,419	
=====			

</TABLE>

The accompanying notes are an integral part of these financial statements.

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Poker.com, Inc.
(formerly Thermal Ablation Technologies Corporation
and Sparta Ventures Corp.)(A development Stage Company)
Statement of Operations
U.S. Dollars

<TABLE>
<CAPTION>

	Cumulative, Inception to September, 30	Nine months ended September 30,		Year ended December 31,	
	1999 (Unaudited) <C>	1999 (Unaudited) <C>	1998 (Unaudited) <C>	1998 <C>	1997 <C>
Revenue					
Sale of Casino Licenses	200,000	200,000	--	--	--
Interest	977	71	608	906	--

Gross Revenue	200,977	71	608	906	--
Cost of Licenses Sold	135,000	135,000	--	--	--
Website development and maintenance		5,716	5,716	--	--
Gross Margin	60,261	59,355	608	906	--

General and Administrative Expenses					
Professional fees	87,199	15,771	60,541	71,428	--
Management and consulting fees	112,254	40,573	22,764	61,681	--
Rent	25,668	14,228	--	11,460	--
Office supplies and services	3,920	1,580	545	2,340	--
General corporate expenses	6,615	5,099	209	1,516	--
Corporate Promotion	2,215	713	1,083	1,412	--

Total General and Administrative Expenses	237,801	77,964	85,142	149,387	--
Investment written down	140,297	140,297	--	--	--

Net Income (Loss) for period	(317,837)	(158,906)	(84,534)	(148,931)	--

Weighted average number of shares outstanding	4,181,553	2,042,096	2,536,986	1,000,000
---	-----------	-----------	-----------	-----------

Net Loss Per Share	(0.04)	(0.04)	(0.06)
--------------------	--------	--------	--------

The accompanying notes are an integral part of these financial statements.

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Poker.com Inc.
(formerly Thermal Ablation Technologies Corporation
and Sparta Ventures Corp.)(A Development Stage Company)
Statement of Shareholders' Equity
Incorporation, May 3, 1989 to December 31, 1998
U.S. Dollars

<TABLE>
<CAPTION>

	Number of Shares <C>	Additional Par Value <C>	Paid in Capital <C>	Shares Subscribed <C>	Total Shareholders' Deficit <C>	Equity (Deficiency) <C>	
Issuance of Shares on August 2, 1991 at \$0.01 per share	1,000,000	10,000	--	--	--	10,000	
Net loss, year ended December 31, 1991	--	--	--	--	(10,000)	(10,000)	
Balance, December 31, 1991	1,000,000	--	--	--	(10,000)	--	
Issuance of shares on June 27, 1998 at \$0.05 per share	3,000,000	30,000	120,000	--	--	150,000	
Share subscription received, 200,000 shares at \$0.50	--	--	--	100,000	--	100,000	
Net loss, year ended December 31, 1998	--	--	--	--	(148,931)	(148,931)	
Balance, December 31, 1998	4,000,000	40,000	120,000	100,000	(158,931)	101,069	

</TABLE>

The accompanying notes are an integral part of these financial statements.

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Poker.com, Inc.
(formerly Thermal Ablation Technologies Corporation
and Sparta Ventures Corp.)
(A Development Stage Company)
Statement of Cash Flows
U.S. Dollars

<TABLE>
<CAPTION>

	Cumulative Inception to September 30 1999	9 months ended September 30 1999	Year ended December 31, 1998	1997

<S>	(Unaudited) <C>	(Unaudited) <C>	(Unaudited) <C>	(Unaudited) <C>	(Unaudited) <C>
Cash Flow from Operating Activities					
Net Income (Loss) for the period	(317,838)	(158,906)	(84,534)	(148,931)	--
Transactions affecting funds invested in working capital					
-- advances to related party	(200,000)	(182,777)	(66,213)	(17,223)	--
-- advances from related party	334,834	334,834	--	--	--
-- increase in accounts payable	82,426	70,076	16,406	12,350	--
-- investment written down	140,297	140,297	--	--	--

Net Cash Flow from Operating Activities	39,720	203,524	(134,341)	(153,804)	--

Cash Flow from Investing Activities					
Acquisition of Fixed Assets	(337,440)	(337,440)	--	--	--
Acquisitions of Investment	(140,298)	(50,000)	(5,000)	(90,298)	--
Cash Flow from Financing Activities					
Proceeds from sale of common stock	510,000	250,000	150,000	250,000	--
Increase (Decrease) in Cash during Period	31,892	26,084	10,659	5,898	--
Cash at the Beginning of the Period	--	5,898	--	--	--
Cash at the End of the Period	31,892	31,982	10,659	5,898	--
=====					

</TABLE>

The accompanying notes are an integral part of these financial statements.

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Poker.com Inc.
(formerly Thermal Ablation Technologies Corporation
and Sparta Ventures Corp.)
(A Development Stage Company)

Notes to the Financial Statements
June 30, 1999
U.S. Dollars

1. Nature of Operations

The Company was incorporated in the State of Florida on May 3, 1989 and remained inactive until June 27, 1998. The name of the Company was changed from Sparta Ventures Corp. to Thermal Ablation Technologies Corporation on October 23, 1998.

The Company has not engaged in any commercial operations and has liabilities in excess of assets of \$86,201. The ability of the Company to continue as a going concern is dependent upon its ability to raise equity funds to settle its liabilities and for use in future administrative and investment activities.

2. Significant Accounting Policies

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. The principal area requiring the use of management estimates is the determination of the appropriate carrying values for the Company's

investment. Actual results could differ from those estimates.

Investments - Investments in which the Company does not have significant influence are recorded at the lower of cost and estimated market value.

Translation of Foreign Currencies - Monetary assets and liabilities are translated at the exchange rate in effect at the balance sheet date and non-monetary assets and liabilities at the exchange rate in effect at the time of acquisition or issue. Revenues and expenses are translated at the rates in effect at the time of the transaction. Exchange gains and losses arising on translation are included in net income or loss for the period.

Financial Instruments - The company has various financial instruments, including cash, receivables, and payables. The carrying values of these financial instruments approximate their fair values.

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3. Advances to and from Related Party

The advances to and from a related party are to and from a management company that employs the Company's executive officers. The balance owing at June 30, 1999 consists of costs incurred by the management company for the benefit of the Company. No interest has been charged on the advances or loans.

4. Long Term Investment

The Company holds a 6% equity interest in Thermal Ablation Technologies Canada Ltd., a private British Columbia company that is engaged in the development of a device for use in the medical treatment of menorrhagia. During the six months ended June 30, 1999, the Company determined to sell this investment. The Company has recorded a valuation allowance to reflect uncertainty in the net realizable value of the investment.

5. Income Taxes

At June 30, 1999, the Company has net operating losses carried forward of approximately \$345,000 that may be offset against future taxable income through 2019. The potential tax benefits of the losses are offset by a valuation allowance of the same amount as there is a substantial probability that the losses will expire unused. Accordingly, no value of the potential tax benefit is reflected in the financial statements.

6. Share Capital

During the year ended December 31, 1998 the Company adopted a stock option plan that permits the directors of the Company to grant to employees, officers and directors of the Company options to purchase up to an aggregate of 2,000,000 common shares of the Company. No options have yet been granted.

7. Related Party Transactions

The company paid the following expenses to companies that employ the executive officers of the Company:

<TABLE>

<CAPTION>

	Six months ended June 30, 1999	Year ended December 31, 1998	Year ended December 31, 1997
<S>	<C>	<C>	<C>
Management and consulting fees	\$22,573	\$48,400	--
Rent	14,228	11,460	--

Office supplies and Services	646	1,179	--
------------------------------	-----	-------	----

</TABLE>

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PART III

Item 1. Index to Exhibits

Exhibit Number	Name
2.1	Articles of Incorporation, restated as amended on September 11, 1998 and August 9, 1999
2.2	By Laws
3.1	Specimen Share Certificate of Common Stock
3.2	Warrant Agreement*
6.1	Agreement between UniNet Technology Inc. and Poker.com
6.2	Agreement between Poker.com and Antico Holdings
6.3	Agreement between Poker.com and the Directors Remuneration
6.4	Agreement between Casino Marketing and Gamingtech
6.5	Agreement between Poker.com and ASF Games
27.1	Financial Disclosure Schedule

*To be filed by amendment.

SIGNATURES

Pursuant to the requirements Section 12 of the Securities Exchange Act of 1934, the Registrant has duly caused this report or amendment to be signed on its behalf by the undersigned thereunto duly authorized.

POKER.COM, Inc.

By /s/ Michael Jackson

Michael Jackson.
Chief Executive Officer and Director

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Index to Exhibits

2.1	Articles of Incorporation, restated as amended on September 11, 1998 and August 9, 1999
2.2	By Laws
3.1	Specimen Share Certificate of Common Stock
3.2	Warrant Agreement*
6.1	Agreement with UniNet Technology Inc. dated July 16, 1999.
6.2	Agreement between Poker.com and Antico Holdings dated September 30, 1999
6.3	Agreement with Michael Jackson and Charlo Barbosa dated July 16, 1999
6.4	Master Software Sublicence Agreement between Casino Marketing and Gamingtech dated November 29, 1999

6.5 Licensing and Programming Agreement with ASF Software, Inc. dated November 29, 1999

27.1 Financial Disclosure Schedule

*To be filed by amendment.

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Exhibit 2.1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

Poker.com Inc.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I
NAME

The name of the corporation is Poker.com Inc.

ARTICLE II
NATURE OF THE BUSINESS

This corporation shall have the power to engage in any business permitted under the laws of the United States and of the State of Florida.

ARTICLE III
AUTHORIZED SHARES

The capital stock of this corporation shall consist of 100,000,000 shares of common stock having a par value of \$0.01 per share, and 5,000,000 shares of preferred stock having a par value of \$0.01 per share.

The preferred stock may be issued from time to time, with such designations, preferences, conversion rights, cumulative, relative, participating, optional or other rights, qualifications, limitations, or restrictions thereof as shall be stated and expressed in the resolution or resolutions provided for the issuance of such preferred stock adopted by the Board of Directors pursuant to the authority in this paragraph given.

ARTICLE IV
INITIAL CAPITAL

The amount of capital with which this corporation shall commence business shall be not less than One Hundred (\$100.00) Dollars.

ARTICLE V
TERM OF EXISTENCE

This corporation shall have perpetual existence.

ARTICLE VI
INITIAL ADDRESS

The initial address of the principal place of business of this corporation in the State of Florida shall be a3161 N.W. 47th/ Avenue, Suite 214, Lauderdale Lakes, FL 33319. The Board of Directors may at any time and from time to time move the principal office of this corporation to any location within or without the State of Florida.

ARTICLE VII
DIRECTORS

The business of this corporation shall be managed by its Board of Directors, the number of such directors shall be not less than one (1) and, subject to such minimum may be increased or decreased from time to time in the manner provided in the By-Laws. The number of persons constituting the initial Board of Directors shall be 1.

ARTICLE VIII
INITIAL DIRECTORS

The names and addresses of the initial Board of Directors are as follows:

Stanley Bo Fineberg 3161 N.W. 47/th/ Terrace
Suite 214
Lauderdale Lakes, FL 33319

ARTICLE IX
SUBSCRIBER

The name and address of the person signing these Articles of Incorporation as subscriber is:

Eric P. Littman
Suite 202
1428 Brickell Avenue
Miami, FL 33131

ARTICLE X
VOTING FOR DIRECTORS

The Board of Directors shall be elected by the Stockholders of the corporation at such time and in such manner as provided in the By-Laws.

ARTICLE XI
CONTRACTS

No contract or other transaction between this corporation and any person, firm or corporation shall be affected by the fact that any officers or directors is such other party or is, or at some time in the future becomes, an officer, director or partner of such other contracting party, or has now or hereafter a direct or indirect interest in such contract.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

This corporation shall have the power, in its By-Laws or in any resolution of its stockholders or directors, to undertake to indemnify the officers and directors of this corporation against any contingency or peril as may be determined to be in the best interests of this corporation, and in conjunction therewith, to procure, at this corporation's expense, policies of insurance.

ARTICLE XIV
FLORIDA STATUTES

The corporation expressly elects not to be governed by the provisions of Sections 607.108 and 607.109, Florida Statutes.

ARTICLE XV
RESIDENT AGENT

The name and address of the initial resident agent of this corporation is:

Eric P. Littman
Suite 202
1428 Brickell Avenue
Miami, FL 33131

EXHIBIT 2.2

BYLAWS
OF
POKER.COM INC.
(A FLORIDA CORPORATION)

ARTICLE ONE - OFFICES

Section 1. Principal Office. The principal office of Poker.com Inc., a

Florida corporation (the "Corporation"), shall be located at such place
determined by the Board of Directors of the Corporation (the "Board of
Directors") in accordance with applicable law.

Section 2. Other Offices. The Corporation may also have offices at such

other places, either within or without the State of Florida, as the Board of
Directors may from time to time determine or as the business of the Corporation
may require.

ARTICLE TWO - MEETINGS OF SHAREHOLDERS

Section 1. Place. All annual meetings of shareholders shall be held at

such place, within or without the State of Florida, as may be designated by the
Board of Directors and stated in the notice of the meeting or in a duly executed
waiver of notice thereof. Special meetings of shareholders may be held at such
place, within or without the State of Florida, and at such time as shall be
stated in the notice of the meeting or in a duly executed waiver of notice
thereof.

Section 2. Time of Annual Meeting. Annual meetings of shareholders shall

be held on such date and at such time fixed, from time to time, by the Board of
Directors, provided, that there shall be an annual meeting held every calendar
year at which the shareholders shall elect a board of directors and transact
such other business as may properly be brought before the meeting.

Section 3. Call of Special Meetings. Special meetings of the shareholders

shall be held if called in accordance with the procedures set forth in the
Corporation's Articles of Incorporation (the "Articles of Incorporation") for
the call of a special meeting of shareholders.

Section 4. Conduct of Meetings. The Chairman of the Board of Directors (or

in his absence, the President, or in his absence, such other designee of the
Chairman of the Board of Directors) shall preside at the annual and special
meetings of shareholders and shall be given full discretion in establishing the
rules and procedures to be followed in conducting the meetings, except as
otherwise provided by law or in these Bylaws.

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Section 5. Notice and Waiver of Notice. Except as otherwise provided by

law, written or printed notice stating the place, date and time of the meeting
and, in the case of a special meeting, the purpose or purposes for which the
meeting is called, shall be delivered not less than ten (10) nor more than sixty
(60) days before the date of the meeting, either personally or by first-class
mail or other legally sufficient means, by or at the direction of the Chairman
of the Board, President, or the persons calling the meeting, to each shareholder
of record entitled to vote at such meeting. If the notice is mailed at least
thirty (30) days before the date of the meeting, it may be done by a class of
United States mail other than first class. If mailed, such notice shall be
deemed to be delivered when deposited in the United States mail addressed to the
shareholder at the address appearing on the stock transfer books of the
Corporation, with postage thereon prepaid. If a meeting is adjourned to another
time and/or place, and if an announcement of the adjourned time and/or place is

made at the meeting, it shall not be necessary to give notice of the adjourned meeting unless the Board of Directors, after adjournment, fixes a new record date for the adjourned meeting. Whenever any notice is required to be given to any shareholder, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before, during or after the time of the meeting stated therein, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records, shall constitute an effective waiver of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders need be specified in any written waiver of notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of such meeting, unless the person objects at the beginning to the holding of the meeting or the transacting of any business at the meeting, or (b) lack of or defective notice of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering such matter when it is presented.

Section 6. Business and Nominations for Annual and Special Meetings.

Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof. At any annual meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting in accordance with the requirements and procedures set forth in the Articles of Incorporation. Only such persons who are nominated for election as directors of the Corporation in accordance with the requirements and procedures set forth in the Articles of Incorporation shall be eligible for election as directors of the Corporation.

Section 7. Quorum. Shares entitled to vote as a separate voting group may

take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Except as otherwise provided in the Articles of Incorporation or applicable law, shares representing a majority of the votes pertaining to outstanding shares which are entitled to be cast on the matter by the voting group constitute a quorum of that voting group for action on that matter. If less than a quorum of shares are represented at a meeting, the holders of a majority of the shares so represented may adjourn the meeting from time to time. After a quorum has been established at any shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting

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or any adjournment thereof. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 8. Voting Rights Per Share. Each outstanding share, regardless of

class, shall be entitled to vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class are limited or denied by or pursuant to the Articles of Incorporation or the Florida Business Corporation Act.

Section 9. Voting of Shares. A shareholder may vote at any meeting of

shareholders of the Corporation, either in person or by proxy. Shares standing in the name of another corporation, domestic or foreign, may be voted by the officer, agent or proxy designated by the bylaws of such corporate shareholder or, in the absence of any applicable bylaw, by such person or persons as the board of directors of the corporate shareholder may designate. In the absence of any such designation, or, in case of conflicting designation by the corporate shareholder, the chairman of the board, the president, any vice president, the secretary and the treasurer of the corporate shareholder, in that order, shall be presumed to be fully authorized to vote such shares. Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by such person, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by such person, either in person or by proxy, but no trustee shall be entitled to vote shares held by such person without a transfer of such shares into his name or the name of his nominee. Shares held by or under the control of a

receiver, a trustee in bankruptcy proceedings, or an assignee for the benefit of creditors may be voted by such person without the transfer thereof into his name. If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary of the Corporation is given notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one vote, in person or by proxy, his act binds all; (b) if more than one vote, in person or by proxy, the act of the majority so voting binds all; (c) if more than one vote, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is held in unequal interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

Section 10. Proxies. Any shareholder of the Corporation, other person

entitled to vote on behalf of a shareholder pursuant to law, or attorney-in-fact for such persons may vote the shareholder's shares in person or by proxy. Any shareholder of the Corporation may appoint a proxy to vote or otherwise act for such person by signing an appointment form, either personally or by his attorney-in-fact. An executed telegram or cablegram appearing to have

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been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form. An appointment of a proxy is effective when received by the Secretary of the Corporation (the "Secretary") or such other officer or agent which is authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form. The death or incapacity of the shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy authority under the appointment is exercised. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

Section 11. Shareholder List. After fixing a record date for a meeting of

shareholders, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by each. The shareholders' list must be available for inspection by any shareholder for a period of ten (10) days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. Any shareholder of the Corporation or such person's agent or attorney is entitled on written demand to inspect the shareholders' list (subject to the requirements of law), during regular business hours and at his expense, during the period it is available for inspection. The Corporation shall make the shareholders' list available at the meeting of shareholders, and any shareholder or agent or attorney of such shareholder is entitled to inspect the list at any time during the meeting or any adjournment. The shareholders' list is prima facie evidence of the identity of shareholders entitled to examine the shareholders' list or to vote at a meeting of shareholders.

Section 12. Action Without Meeting. Any action required or permitted by

law to be taken at a meeting of shareholders may be taken without a meeting or notice if a consent, or consents, in writing, setting forth the action so taken, shall be dated and signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote thereon were present and voted with respect to the subject matter thereof, and

such consent shall be delivered to the Corporation, within the period required by Section 607.0704 of the Florida Business Corporation Act, by delivery to its principal office in the State of Florida, its principal place of business, the Secretary or another officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action, in accordance with the requirements of Section 607.0704 of the Florida Business Corporation Act.

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Section 13. Fixing Record Date. For the purpose of determining

shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purposes, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days, and, in case of a meeting of shareholders, not less than ten (10) days, before the meeting or action requiring such determination of shareholders. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders or the determination of shareholders entitled to receive payment of a dividend, the date before the day on which the first notice of the meeting is mailed or the date on which the resolutions of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, except where the Board of Directors fixes a new record date for the adjourned meeting.

Section 14. Inspectors and Judges. The Board of Directors in advance of

any meeting may, but need not, appoint one or more inspectors of election or judges of the vote, as the case may be, to act at the meeting or any adjournment thereof. If any inspector or inspectors, or judge or judges, are not appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors or judges. In case any person who may be appointed as an inspector or judge fails to appear or act, the vacancy may be filled by the Board of Directors in advance of the meeting, or at the meeting by the person presiding thereat. The inspectors or judges, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots and consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate votes, ballots and consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting, the inspector or inspectors or judge or judges, if any, shall make a report in writing of any challenge, question or matter determined by him or them, and execute a certificate of any fact found by him or them.

Section 15. Voting for Directors. Unless otherwise provided in the

Articles of Incorporation, directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

ARTICLE THREE

DIRECTORS

Section 1. Number; Term; Election; Qualification. The number of directors

of the Corporation shall be fixed from time to time, within the limits specified by the Articles of Incorporation, by resolution of the Board of Directors. Directors shall be elected in the manner

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and hold office for the term as prescribed in the Articles of Incorporation.

Directors must be natural persons who are 18 years of age or older but need not be residents of the State of Florida, shareholders of the Corporation or citizens of the United States.

Section 2. Resignation; Vacancies; Removal. A director may resign at any

time by giving written notice to the Board of Directors or the Chairman of the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event the notice of resignation specifies a later effective date, the Board of Directors may fill the pending vacancy (subject to the provisions of the Articles of Incorporation) before the effective date if they provide that the successor does not take office until the effective date. Director vacancies shall be filled, and directors may be removed, in the manner prescribed in the Corporation's Articles of Incorporation.

Section 3. Powers. The business and affairs of the Corporation shall be

managed by the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised and done by the shareholders.

Section 4. Place of Meetings, Meetings of the Board of Directors, regular

or special, may be held either within or without the State of Florida.

Section 5. Annual Meetings. Unless scheduled for another time by the

Board of Directors, the first meeting of each newly elected Board of Directors shall be held, without call or notice, immediately following each annual meeting of shareholders.

Section 6. Regular Meetings. Regular meetings of the Board of Directors

may also be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 7. Special Meetings and Notice. Special meetings of the Board of

Directors may be called by the President or Chairman of the Board and shall be called by the Secretary on the written request of any two directors. At least forty-eight (48) hours' prior written notice of the date, time and place of special meetings of the Board of Directors shall be given to each director. Except as required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Notices to directors shall be in writing and delivered to the directors at their addresses appearing on the books of the Corporation by personal delivery, mail or other legally sufficient means. Subject to the provisions of the preceding sentence, notice to directors may also be given by telegram, teletype or other form of electronic communication. Notice by mail shall be deemed to be given at the time when the same shall be received. Whenever any notice is required to be given to any director, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before, during or after the meeting, shall constitute an effective waiver of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all

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objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 8. Quorum and Required Vote. A majority of the Prescribed number

of directors determined as provided in the Articles of Incorporation shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the

act of the Board of Directors, unless a greater number is required by the Articles of Incorporation. Whenever, for any reason, a vacancy occurs in the Board of Directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting to another time and place without notice other than announcement at the time of adjournment. At such adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting as originally notified and called.

Section 9. Action Without Meeting. Any action required or permitted to be

taken at a meeting of the Board of Directors or committee thereof may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the Board of Directors or the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting. Action taken under this Section 9 is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section 9 shall have the effect of a meeting vote and may be described as such in any document.

Section 10. Conference Telephone or Similar Communications Equipment

Meetings. Directors and committee members may participate in and hold a meeting

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by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.

Section 11. Committees. The Board of Directors, by resolution adopted by

a majority of the whole Board of Directors, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Corporation except where the action of the full Board of Directors is required by applicable law. Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this Article Three, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of such committee. Vacancies in the membership of a committee may be filled only by the Board of Directors at a regular or special meeting of the Board of Directors. The

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executive committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or such member by law.

Section 12. Compensation of Directors. The directors may be paid their

expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed SUM for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Similarly, members of special or standing committees may be allowed compensation for attendance at committee meetings or a stated salary as a committee member and payment of expenses for attending committee meetings. Directors may receive such other compensation as may be approved by the Board of Directors.

ARTICLE FOUR

OFFICERS

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Section 1. Positions. The officers of the Corporation may consist of a

Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents (any one or more of whom may be given the additional designation of rank of Executive Vice President or Senior Vice President), a Secretary, a Chief Financial Officer and a Treasurer. Any two or more offices may be held by the same person. Officers other than the Chairman of the Board need not be members of the Board of Directors. The Chairman of the Board must be a member of the Board of Directors.

Section 2. Election Of Specified Officers by Board. The Board of

Directors at its first meeting after each annual meeting of shareholders shall elect a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents (including any Senior or Executive Vice Presidents), a Secretary, a Chief Financial Officer and a Treasurer.

Section 3. Election or Appointment of Other Officers. Such other officers

and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors, or, unless otherwise specified herein, appointed by the Chairman of the Board. The Board of Directors shall be advised of appointments by the Chairman of the Board at or before the next scheduled Board of Directors meeting.

Section 4. Compensation. The salaries, bonuses and other compensation of

the Chairman of the Board and all officers of the Corporation to be elected by the Board of Directors pursuant to Section 2 of this Article Four shall be fixed from time to time by the Board of Directors or pursuant to its direction. The salaries of all other elected or appointed officers of the Corporation shall be fixed from time to time by the Chairman of the Board or pursuant to his direction.

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Section 5. Term: Resignation: Removal: Vacancies. The officers of the

Corporation shall hold office until their successors are chosen and qualified. Any officer or agent elected or appointed by the Board of Directors or the Chairman of the Board may be removed, with or without cause, by the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer or agent appointed by the Chairman of the Board pursuant to Section 3 of this Article Four may also be removed from such office or position by the Board of Directors or the Chairman of the Board, with or without cause. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors, or, in the case of an officer appointed by the Chairman of the Board, by the Chairman of the Board or the Board of Directors. Any officer of the Corporation may resign from his respective office or position by delivering notice to the Corporation, and such resignation shall be effective without acceptance. Such resignation shall be effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until such effective date.

Section 6. Chairman of the Board. The Chairman of the Board shall preside

at all meetings of the shareholders and the Board of Directors. The Chairman of the Board shall also serve as the chairman of any executive committee.

Section 7. Chief Executive Officer. Subject to the control of the Board

of Directors, the Chief Executive Officer, in conjunction with the President, shall have general and active management of the business of the Corporation, shall see that all orders and resolutions of the Board of Directors are carded into effect and shall have such powers and perform such duties as may be prescribed by the Board of Directors. In the absence of the Chairman of the Board or in the event the Board of Directors shall not have designated a Chairman of the Board, the Chief Executive Officer shall preside at meetings of the shareholders and the Board of Directors. The Chief Executive Officer shall also serve as the vice-chairman of any executive committee.

Section 8. President. Subject to the control of the Board of Directors,

the President, in conjunction with the Chief Executive Officer, shall have general and active management of the business of the Corporation and shall have such-powers and perform such duties as may be prescribed by the Board of Directors. In the absence of the Chairman of the Board and the Chief Executive Officer or in the event the Board of Directors shall not have designated a Chairman of the Board and a Chief Executive Officer shall not have been elected, the President shall preside at meetings of the shareholders and the Board of Directors. The President shall also serve as the vice-chairman of any executive committee.

Section 9. Vice Presidents. The Vice Presidents, in the order of their

seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President and the Chief Executive Officer, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors, the Chairman of the Board or the Chief Executive Officer shall prescribe or as the

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President may from time to time delegate. Executive Vice Presidents shall be senior to Senior Vice Presidents, and Senior Vice Presidents shall be senior to all other Vice Presidents.

Section 10. Secretary. The Secretary shall attend all meetings of the

shareholders and all meetings of the Board of Directors and record all the proceedings of the meetings of the shareholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors and shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President.

Section 11. Chief Financial Officer. The Chief Financial Officer shall be

responsible for maintaining the financial integrity of the Corporation, shall prepare the financial plans for the Corporation and shall monitor the financial performance of the Corporation and its subsidiaries, as well as performing such other duties as may be prescribed by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President.

Section 12. Treasurer. The Treasurer shall have the custody of corporate

funds and, securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman of the Board and the Board of Directors at its regular meetings or when the Board of Directors so requires an account of all his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall perform such other duties as may be prescribed by the Board of Directors, the Chainman of the Board, the Chief Executive Officer or the President.

Section 13. Other Officers: Employees and Agents. Each and every other

officer, employee and agent of the Corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to such person by the Board of Directors, the officer so appointing such person or such officer or officers who may from time to time be designated by the Board of Directors to exercise such supervisory authority.

ARTICLE FIVE

CERTIFICATES FOR SHARES

Section 1. Issue of Certificates. The shares of the Corporation shall be

represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be

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uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates (and upon request every holder of uncertificated shares) shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board or a Vice Chairman of the Board, or the Chief Executive Officer, President or Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form.

Section 2. Legends for Preferences and Restrictions on Transfer. The

designations, relative rights, preferences and limitations applicable to each class of shares and the variations in rights, preferences and limitations determined for each series within a class (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder a full statement of this information on request and without charge. Every certificate representing shares that are restricted as to the sale, disposition, or transfer of such shares shall also indicate that such shares are restricted as to transfer, and there shall be set forth or fairly summarized upon the certificate, or the certificate shall indicate that the Corporation will furnish to any shareholder upon request and without charge, a full statement of such restrictions. If, the Corporation issues any shares that are not registered under the Securities Act of 1933, as amended, or not registered or qualified under the applicable state securities laws, the transfer of any such shares shall be restricted substantially in accordance with the following legend:

"THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY APPLICABLE STATE LAW. THEY MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR PLEDGED WITHOUT (1) REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE LAW, OR (2) AT HOLDERS EXPENSE, AN OPINION (SATISFACTORY TO THE CORPORATION) OF COUNSEL (SATISFACTORY TO THE CORPORATION) THAT REGISTRATION IS NOT REQUIRED."

Section 3. Facsimile Signatures. Any and all signatures on the

certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 4. Lost Certificates. The Board of Directors may direct a new

certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed

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certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 5. Transfer of Shares. Upon surrender to the Corporation or the

transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 6. Registered Shareholders. The Corporation shall be entitled to

recognize the exclusive rights of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Florida.

Section 7. Redemption of Control Shares. As provided by the Florida

Business Corporation Act, if a person acquiring control shares of the Corporation does not file an acquiring person statement with the Corporation, the Corporation may, at the discretion of the Board of Directors, redeem the control shares at the fair value thereof at any time during the 60-day period after the last acquisition of such control shares. If a person acquiring control shares of the Corporation files an acquiring person statement with the Corporation, the control shares may be redeemed by the Corporation, at the discretion of the Board of Directors, only if such shares are not accorded full voting rights by the shareholders as provided by law.

ARTICLE SIX

GENERAL PROVISIONS

Section 1. Dividends. The Board of Directors may from time to time

declare, and the Corporation may pay, dividends on its outstanding shares in cash, property, stock (including its own shares) or otherwise pursuant to law and subject to the provisions of the Articles of Incorporation.

Section 2. Reserves. The Board of Directors may by resolution create a

reserve or reserves out of earned surplus for any proper purpose or purposes, and may abolish any such reserve in the same manner.

Section 3. Checks. All checks or demands for money and notes of the

Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

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Section 4. Fiscal Year. The fiscal year of the Corporation shall end on

December 31 of each year, unless otherwise fixed by resolution of the Board of Directors.

Section 5. Seal. The Board of Directors may adopt a corporate seal by

resolution. The corporate seal, if adopted, shall have inscribed thereon the name and state of incorporation of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 6. Gender. All words used in these Bylaws in the masculine gender

shall extend to and shall include the feminine and neutral genders.

ARTICLE SEVEN

AMENDMENT OF BYLAWS

Except as otherwise set forth herein, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted at any meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a majority of the directors present at such meeting.

Exhibit 3.1

NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT
INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

NUMBER SHARES

POKER.COM INC.

AUTHORIZED COMMON STOCK: 100,000,000 SHARES
PAR VALUE: \$.01

THIS CERTIFIES THAT

SPECIMEN

IS THE RECORD HOLDER OF

--Shares of POKER.COM INC. Common Stock--

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER, THE TRANSFER QUALIFIES FOR AN EXEMPTION FROM OR EXEMPTION TO THE REGISTRATION PROVISIONS THEREOF.*

Witness the facsimile seal of the Corporation and the facsimile signature of its duly authorized officers.

Dated:

/s/ Michael Jackson

Secretary

[CORPORATE SEAL]

/s/ Charlo Barbosa

President

NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT

Countersigned & Registered:

INTERWEST TRANSFER CO., INC.
P.O. BOX 17136
SALT LAKE CITY, UTAH 84117

COUNTERSIGNED
Transfer Agent - Authorized Signature

By _____

* As Applicable

Exhibit 6.1

MEMORANDUM OF AGREEMENT

Executed as of the 16/th/ day of July, 1999

Between Uninet Technologies ("Uninet") and Thermal Ablation Technologies Corporation ("Thermal") a public company trading on the OTC.BB

1. Uninet warrants and represents that
 - a) It has acquired from ALA Corp. ("Alacorp") in an arms length transaction, the exclusive world wide paid-up license to use the internet URL/ domain name, Poker.com ("Poker").
 - b) The license is freely assignable, and in good standing and subject only to a payment of \$100,000 to Ala Corp and a royalty payment payable to AlaCorp of 4% of all revenue earned by the license holder through the poker.com web site including marketing revenue from any Casino operated as Poker.com.
 - c) The term of the license is for 99 years which may convert to a fully owned asset (see para 10) and may only be terminated by AlaCorp if its holder causes Alacorp to be in violation of any law (national or international) or ceases through insolvency or bankruptcy, to operate a business that makes use of the license, for operating a Casino (directly or indirectly), selling advertising banners and creating a commercial site for the purpose of generating revenue.
 - d) Uninet has agreed to enter into this agreement with Thermal on the following terms
 - i) UniNet hereby sub-licenses to Thermal the exclusive world wide license to use the url/domain name Poker.com for purposes of creating an on-line gaming portal and web site and generating revenue from selling gaming software sub-licenses, marketing, e-commerce and banner advertising.
2. Thermal warrants that
 - a) Thermal Ablation Technologies Corporation ("Thermal" is duly incorporated and in good standing under the laws of the State of Florida.
 - b) The authorized capital stock of Thermal consists of 100,000,000 common shares, par value \$0.01 per share and 30,000,000 preferred shares, par value \$0.01 per share
 - c) Thermal has issued 4,200,000 common shares, which are fully paid and non assessable (the "issued shares")
 - d) 3,300,000 of the issued shares are unrestricted and freely tradable, subject to compliance with applicable securities laws (the "free trading shares"
 - e) 900,000 of the issued shares are "restricted securities" as defined in Rule 144 promulgated under the U/S Securities Act of 1933 and subject to resale restrictions imposed thereunder the (the "restricted shares")
 - f) 400,000 of the restricted shares are held by associates of Thermal and subject to additional resale restrictions imposed under the US securities Act of 1933
 - g) Quotes for the sale and purchase of Free Trading Shares are published by the National Association of Securities Dealers Inc on its over the counter Bulletin Board under the symbol "TABT"
 - h) That it will immediately apply to change its corporate name to Poker.com Inc and apply for a new symbol on the OTC.B.B.

3. In consideration for the exclusive marketing rights and licensing rights granted by UniNet to Thermal, Thermal will pay UniNet and/or their nominees (all figures are in US dollars).
 - a) 500,000 newly issued common shares of Thermal
 - b) \$100,000 licensing payment payable to Alacorp on closing
 - c) 4% of total gross revenue earned by Thermal from any source including marketing revenue from the Casino site which will be payable directly to Alacorp quarterly.
4. Thermal warrants and represents that
 - a) As of today, they have current accounts payable of no more than \$20,000 (Cad) before audit fees.
 - b) that CeBu is owned approx. \$68,000 for Investor relations, management services, rent and office supplies and services for which Cebu has agreed accept 68,000 restricted shares in Thermal to be issued from treasury unless the company issues under 504 at \$0.50c in which event Cebu will receive 100,000 shares in lieu of the 68,000 or 50,000 shares if at \$1.00
 - c) that the company owns 6,000 shares of Thermal Ablation Technologies Canada Ltd ("TATC") that are subject to a shareholders agreement (the "TATC Shares") which Thermal are attempting to sell back to TATC or third party purchaser.
5. Uninet and their associates undertake to assist Thermal in raising up to \$500,000 in order to provide initial working capital for marketing, pay AlaCorp \$100,000.
6. The parties agree to enter into a formal license agreement incorporating such terms and conditions, warranties and representations are normally included in a license agreement for use of a domain name.
7. The license agreement entitles UniNet/Thermal to make all such design changes and provide such content to the web page in order to create a commercially viable site.
8. This agreement supercedes any prior written or verbal discussion or agreement entered into between the parties.
9. The domain name Poker.com will revert to Uninet without compensation if:
 - a.) Thermal or its representative default under the terms of this agreement or fail to perform as provided herein.
 - b.) Thermal, or it's representatives, cause Alacorp to be in violation of any law (national or international). The parties acknowledge that the proposed Kyl bill is not included in this representation and the parties will deal with alternative means of conducting their business so that they are not in contravention of any laws that may shut down their business operation or result is substantial fines or penalties.
 - c.) Thermal ceases to operate the business through insolvency/bankruptcy
10. The url/domain name Poker.com will be transferred to Thermal for \$1.00 at such time as Alacorp has earned \$1 million from royalty payments.
11. Closing shall take place on transfer of the license from UniNet to Thermal to be effected by payment to Alacorp of the \$100,000.
12. The parties wish to disclose that Michael Jackson is a Director of UniNe Technology Inc and Thermal Ablation Technologies Corp

/s/ Michael Jackson

/s/ Charlo Barbosa

Uninet Technologies

Thermal Ablation Technologies Corporation

Exhibit 6.2

Memorandum of Agreement

Entered into this 30/th/ day of September, 1999.

by and between

Poker.com, Inc ("Pker")

and

Antico Holdings SA ("Antico")
(in course of formation)

Whereas

- i) Pker has acquired from UniNet Technology Inc the world wide licensing rights to the url/domain poker.com for licensing gaming software, marketing, opt-in advertising, banner ads and e-commerce.
- ii) Pker has purchased a licensing and programming agreement with ASF Software Inc. which allows them use and/or sub-license their multi-player poker gaming software.
- iii) Pker has paid to set up 2 servers and 2 tape back-ups in Costa Rica to run the ASF software
- iv) Pker is not in the business of owning or operating an on-line gaming site but is in the business of selling turnkey gaming software licenses.
- v) Antico wishes to purchase from Pker a turnkey sub-license to own and operate a gaming site.
- vi) Antico wishes to sub-lease from Pker the right to use the url Poker.com to own and operate an on-line gaming site.
- vii) Antico has no internet marketing expertise to develop the gaming site into a viable operation.
- viii) Pker has the expertise and the skill set to bring players to an on-line poker casino.

NOW THEREFORE for valuable consideration given and received, the parties hereby agree as follows

1. Pker hereby agrees to provide Antico with the world wide rights to use the URL www.Poker.com to operate an on-line gaming site on the Internet.

The term of this license expire July 16, 2098

2. Antico hereby agrees to purchase from Pker a turnkey gaming site which includes
3. a) The non exclusive license to use the ASF Software at the poker.com web site as more fully described in the Sub-licensing agreement attached annexure "A" and
- b) The servers which have been installed by TicoNet

The term of this license shall be for a period of 1 year and shall be automatically renewed unless cancelled in writing on 90 days notice.

4. The purchase consideration for the turnkey gaming software sublicense shall be the sum of US\$200,000 payable over 4 years. Payments shall be made at the rate of \$50,000 p.a. plus interest at 6% p.a. The first payment to be made within 12 months of signing hereof an annually

thereafter.

4. In consideration for the licensing rights to exclusively use the www.poker.com url to operate an on-line casino./card-room and for -----
Pker's undertaking the marketing of the web-site, Antico will pay Pker a fee based on 20% of each deposit that is made by a player signing up to play poker or any other card or casino game that Antico may offer now or in the future. The expected average deposit is \$250 and Pker will therefore earn \$50 from each deposit received by Antico.
5. Antico hereby irrevocably appoints Pker to be their exclusive marketing agent.
6. Pker will market the casino site for Antico by advertising the facility on the internet and in main-line magazines. Pker will also develop an opt-in newsletter to promote the website.
7. Pker will use their best efforts to develop poker.com into the busiest gaming portal on the Internet. The portal will direct traffic to the poker.com multi-player poker game.
8. Payments in respect of the marketing fees will be made by Antico to Pker monthly in arrears.
9. Antico is aware that Pker will be marketing and selling gaming software sub-licenses to other potential casino and/or card-room operators who will compete with Antico.

/s/ C. Barbosa

/s/ Ricardo Lara Gamboa

Poker.com Inc.
C. Barbosa

Antico Holdings SA
Ricardo Lara Gamboa

Exhibit 6.3

Agreement of Contract

Entered into this 16/th/ day of July, 1999

Between

Thermal Ablation Technologies Corp ("Thermal")

And

Michael Jackson and Charlo Barbosa ("Management")

Whereas

- . Thermal has changed its business focus to become an Internet marketing and entertainment public company which requires management to achieve its objectives
- . Michael and Charlo have the expertise to manage the affairs of the company and develop Thermals business plan

Now therefore, for valuable consideration given and received and for their mutual covenants, the parties agree as follows

1. Thermal has agreed to employ Management to operate the company on a day to day basis which will include the management of the Public company, its filings and accounting and its public relations. It will include creating an opt-in advertising program, establishing retail affiliations for e-commerce retail sales and setting up an Internet Portal for Poker.com, as well as the acquisition of sub-licensing agreements to enable Thermal to act as re-sellers of gaming software.
2. Management has agreed to accept the appointment and will undertake the responsibilities set out in para 1 above.
3. The term of the contract shall be for 12 months and shall automatically be renewed annually unless cancelled at the end of any term
4. Management shall be entitled to remuneration based on 5% of the gross revenue earned by Thermal or \$5,000 p.m whichever is the greater. Payment shall be made monthly in arrears.
5. Thermal shall be responsible for all expenses incurred by management including, office, staff, telephones, fax, internet access, travel, entertainment, advertising and third party expenses including legal, accounting, investor relations, printing and, notwithstanding the foregoing, all other expenses associated with the management and operation of Thermal from a corporate and a business standpoint.
6. Management shall be issued 100,000 options each at \$1.00 per share and may at their discretion request the Board to authorize the issue of options as to employees or contractors under the NASD rules.
7. Thermal is aware that Mr Barbosa is President and a control shareholder of Virtualynx Internet Inc ("Virtualynx") which is a web-hosting company and will continue to operate virtualynx but will spend that amount of time as is required to manage Thermal as President. Mr Barbosa has interests in other business operations which he will continue. Parties acknowledge that there is no conflict of interest as Virtualynx is synergistic to Thermal's operations.
8. Thermal is aware that Mr Jackson is Present of UniNet Capital Corporation and Hillcon Developments Ltd an Investment Banking and Real Estate Development company respectively, and will continue to operate those two companies but will spend that amount of time as is required to manage Thermal as Secretary. Parties acknowledge that there is no conflict of

interest.

9. Thermal is aware that management will receive 250,000 restricted shares from UniNet Technologies Inc. for 'finding' and structuring the purchase of the url/domain Poker.com.

/s/ Charlo Barbosa /s/ Charlo Barbosa

Thermal Ablation Technologies Corp Charlo Barbosa

/s/ Michael Jackson /s/ Michael Jackson

Thermal Ablation Technologies Corp Michael Jackson

Exhibit 6.4

MASTER SOFTWARE SUB LICENSE AGREEMENT

This Agreement made as of the 29th day of November, 1999.

BETWEEN:

CASINO MARKETING S.A. a body corporate with offices at the City of San Jose, Costa Rica (the "Master Licensee")

OF THE FIRST PART

AND

GAMINGTECH CORPORATION a body corporate with offices at Belize City, Belize, Central America ("Gamingtech").

OF THE SECOND PART

WHEREAS Gamingtech is in the gaming software licensing business.

AND WHEREAS the Master Licensee is in the business of selling software gaming licenses and wishes to sub license the Software.

AND WHEREAS Gamingtech owns certain interactive gaming software and the Master Licensee desires to license the object code for such software.

AND WHEREAS Gamingtech is willing to grant the Master Licensee a non exclusive, non transferable license to the object code for such software for subsequent sub licensing, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. INTERPRETATION

1.1. Words and phrases used herein have the following meaning:

1.1.1. "Agreement" means this Master Software Sub License Agreement, including Schedules "A", "B", "C" and "D" attached hereto.

1.1.2. "Business" means the operation and management of an online Internet entertainment and game playing website, including all satellite or additional websites using the Software by any and all persons or corporations as permitted hereunder.

1.1.3. "Client Software" means the user interface portion of the Software.

1.1.4 "Dollar" or '\$' means United States dollars.

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1.1.5. "Electronic Distribution" means the electronic delivery of computer software using on-line services, the Internet, phone lines, cable systems, servers, satellite or other public or private access network or electronic communication mediums.

1.1.6. "End User" means an individual whom the Master Licensee, or any permitted third party, permits to access and utilize, but not to further distribute, the Software

1.1.7. "Gross Revenues". means gross income which is received by any PCI Sub Licensee in connection with that PCI Sub Licensee's operation of a Business utilizing the Software, which shall be calculated, with respect to each server and database operated using the Software by a PCI Sub Licensee, as the total dollars wagered on all games less all payoffs, but before any operating, administrative or other expenses, federal, provincial, or foreign sales, excises or other taxes or tariffs imposed on the use of the Software. For the purposes of this Agreement Gross Revenues shall not include any negative amount. Where Gross Revenues

from the Business of a PCI Sub Licensee for a period result in a negative number, Gross Revenues for that particular PCI Sub Licensee for that period shall be deemed to be zero.

1.1.8. "Master License Fee" means the aggregate \$100,000 payable by the Master Licensee to Gamingtech pursuant to Clause 5.1 hereof

1.1.9. "License Fees" means the fees payable by the Master Licensee to Gamingtech pursuant to Clause 5.3.

1.1.10. "Software" means the object code versions of the computer software described in Schedule "A" herein.

1.1.11. "Master License" means the limited right to sub license the Software provided to the Master Licensee hereunder.

1.1.12. "CM Sub License" means the limited right to use the Software which is provided to a third party by the Master Licensee in accordance with the terms of this Agreement and pursuant to a duly executed CM Sub License Agreement.

1.1.13. "CM Sub Licensee" means a third party holding a CM Sub License.

1.1.14. "CM Sub License Agreement" means the form of agreement set out in Schedule D hereto.

1.1.15. "Set Up Fee" means the \$40,000 payable by the Master Licensee to Gamingtech in respect of each and every CM Sub License, pursuant to Clause 5.2 hereof

1.2. Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in United States Dollars.

1.3 Sections and Headings

The division of this Agreement into sections and the insertion of headings are for

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convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or a Schedule refers to the specified section of or Schedule to this Agreement.

1.4. Number, Gender and Persons

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

1.5. Accounting Principles

Any reference in this Agreement to generally accepted accounting principles refers to generally accepted accounting principles as approved from time to time by the Canadian Institute of Chartered Accountants or any successor institute. This reference shall not be construed so as to imply any attachment to Canadian jurisdiction or laws.

1.6. Time of Essence

Time shall be of the essence of this Agreement.

1.7. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is

hereby declared to be separate, severable and distinct.

1.8. Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

1.9. Amendment and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

1.10 Schedules

The following Schedules are attached to and form part of this Agreement:

- Schedule A - Software
- Schedule B - End User License Agreement
- Schedule C - Description of Software
- Schedule D - CM Sub License Agreement

2. GRANT OF MASTER SUB LICENSE

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- 2.1 Master Sub-License: Subject to the terms and conditions hereof Gamingtech hereby grants to the Master Licensee and the Master Licensee accepts from Gamingtech: (1) a worldwide, nonexclusive non transferable right to sub license the Software only in connection with the Business to be operated by a CM Sub Licensee pursuant to the terms of an executed CM Sub License Agreement and to permit the CM Sub Licensee to transmit the Client Software only in object code form to End Users by means of Electronic Distribution; and (ii) a worldwide, non-exclusive non transferable right to permit a CM Sub Licensee, pursuant to the terms of an executed CM Sub License Agreement, to grant to End Users the right to use the Client Software in object code form, only while connected to a server on which the server component of the Software is installed.
- 2.2 End User License Agreement: The Master Licensee shall ensure that all CM Sub Licensees display to End Users an End User License Agreement ("EULA") prior to download of the Client Software by End User. Such EULA shall contain provisions which exclude Gamingtech and its parent and subsidiary corporations from all liabilities related to the End Users use of the Client Software, and in any event shall contain provisions substantially similar to those contained in Schedule "B" hereto. The EULA shall be provided in a format that the End User may download onto End User's hard disk. The Master Licensee shall ensure that all CM Sub Licensees require all End Users to either accept or reject the terms and conditions of the EULA by means of a point and click mechanism or other mechanism acceptable to Gamingtech prior to the download of the Client Software and, in the event End User rejects the EULA, End User shall not be permitted to download the Client Software. The Master Licensee agrees that the mechanism used by the Master Licensee and all CM Sub Licensees to require End Users to accept or reject the EULA shall be in a form which will record and store all End Users acceptance of the EULA for future reference.
- 2.3. Restrictions: Neither the Master Licensee nor any CM Sub Licensee shall authorize or permit any third party, to reverse engineer, decompile or disassemble the Software or to attempt to do the same. If the Master Licensee becomes aware of the source code of the Software it shall not make use of or disclose the same to any party.
- 2.4. No Further Sub-License: The Master Licensee shall have no right to sub license or otherwise make available the rights granted to it hereunder except in accordance with an executed CM Sub License Agreement. The Master Licensee shall not make any changes to the form of the CM Sub License Agreement which shall, in the sole opinion of Gamingtech, diminish the rights of or increase the liability of Gamingtech or the Master Licensee to any third party. A CM Sub Licensee shall have no right to sub-license or

otherwise make available the rights granted to the CM Sub Licensee by the Master Licensee to any third party (related or otherwise) and such rights shall only be used by the CM Sub Licensee in connection with its operation of the Business which shall be comprised of the installation of the Software on one server for each CM Sub Licensee and the maintenance of one data base only and which may include multiple websites with individual URL's which are directed to such single server and single database permitted for each CM Sub Licensee.

2.5. No Business by Master Licensee: The Master Licensee shall not operate any Business and shall not permit any parent, associate, affiliate or third party to operate any Business except

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pursuant to the terms of an executed CM Sub License Agreement.

3. GOVERNMENT APPROVALS

3.1 The Master Licensee warrants and represents that it has or will have obtained prior to commencing any activities pursuant to this Agreement, all required government approvals and permits as of the date of this Agreement in order to sub license the Software as provided herein and will ensure that all CM Sub Licensees hold all required government approvals and permits in order to use the Software in their Business, including Internet gaming licenses, and to operate their Business and that they will maintain such approvals and permits throughout the term of this Agreement and any CM Sub License Agreement and obtain any government approvals and permits that subsequently become required during the term of this Agreement or any CM Sub License Agreement.

OWNERSHIP

4.1 Software: Except for the limited distribution and sub license rights granted to the Master Licensee hereunder, Gamingtech retains all right, title and interest, including intellectual property rights, in and to the Software, as between Gamingtech, the Master Licensee and all CM Sub Licensees.

4.2 Proprietary Rights Notices: Neither the Master Licensee nor any CM Sub Licensee shall remove any copyright or other proprietary rights notices contained within the Software.

5. PAYMENT

5.1 Master License Fee: In consideration of the rights granted by Gamingtech to the Master Licensee hereunder, the Master Licensee shall pay Gamingtech the Master License Fee as to \$30,000 upon execution of this Agreement and shall pay Gamingtech four (4) \$17,500 license fee payments, the first of which shall be due on the date which is three (3) months from the date hereof and shall make three (3) subsequent \$17,500 payments to Gamingtech on the dates which are six (6), nine (9) and twelve (12) months from the date of this Agreement, respectively. Interest shall accrue on the balance of \$70,000 represented by the four \$17,500 payments at the rate of six (6%) percent per annum calculated annually and payable quarterly at the same time as the four payments are to be made.

5.2 Master License Fees: In respect of each and every CM Sub License Agreement, the Master Licensee shall pay Gamingtech a Set Up Fee of \$40,000 and shall pay Gamingtech monthly License Fees as set forth in Clause 5.3. Each CM Sub Licensee shall acquire an appropriate server for installation of the Software and shall acquire all appropriate third party software, including, without limiting the generality of the foregoing, the following third party software:

Crystal Reports 7.0
PC Anywhere
MSSQL 6.5 or 7.0
Microsoft NT Server with SP4

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5.3. License Fees: As further consideration of the rights granted to the Master

Licensee hereunder, the Master Licensee shall pay to Gamingtech an ongoing License Fee calculated as 15% of the Gross Revenue of each and every CM Sub Licensee for the term of each CM Sub License Agreement and any extensions thereof.

- 5.4. Payment: The Master Licensee shall pay License Fees to Gamingtech under Clause 5.3 on a monthly basis commencing 45 days after each particular CM Sub Licensee commences a Business as determined by Gamingtech. License Fees shall be calculated monthly and paid within fifteen (15) days of the end of each month thereafter and the Master Licensee shall include, with each payment of License Fees, a report specifying the Gross Revenue earned by each and every CM Sub Licensee during the period. Any net loss or negative revenues of a CNI Sub Licensee in a particular month shall be treated as zero Gross Revenues for the month for that CM Sub Licensee and there is no carry forward of such amounts in the subsequent calculation of Gross Revenues for that CM Sub Licensee.
- 5.5 The obligation of the Master Licensee to pay Set Up Fees or License Fees to Gamingtech in respect of a CM Sub License shall not be diminished or suspended, in any respect because of the failure of a CM Sub Licensee to make any type of payment to the Master Licensee under the terms of a CM Sub License Agreement.
- 5.6 Website: The Master Licensee and all CM Sub Licensees shall be responsible for all website design, construction and all costs associated therewith.
- 5.7. Taxes: The Master Licensee and each CNI Sub Licensee shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the deliveries and payments hereunder or under the terms of a CM Sub License Agreement.
- 5.8. Records: The Master Licensee and each CM Sub Licensee will maintain, in accordance with generally accepted accounting principles, complete and accurate books and records in respect of this Agreement, all CM Sub License Agreements and the CM Sub Licensee's operation of a Business and the Gross Revenue and other amounts received in connection therewith and all License Fees due or paid to Gamingtech thereunder.
- 5.9. Audit: Gamingtech shall have the right, on reasonable notice to the Master Licensee to a cause the Master Licensee, no more often than once in any twelve (12) month period, in respect of the Master License or a particular CM Sub License, to appoint an independent third party to examine the Master Licensee's books and records, or to cause the Master Licensee to appoint an independent third party to examine a CM Sub Licensees books and records, in each case, during regular business hours, in order to verify compliance with the terms of this Agreement or any CM Sub License Agreement. Any such audit shall be at the expense Gamingtech unless the audit reveals an underpayment by the Master Licensee or a PCI Sub Licensee of greater than five (5%) percent in which case the audit shall be at the expense of the Master Licensee or the CM Sub Licensee, as the case may be. The Master Licensee shall forthwith pay to Gamingtech the amount of any deficiency identified by the audit.
- 5.10. Notwithstanding the provisions of Clause 5.2, the Master Licensee shall not be required to pay a Set Up Fee to Gamingtech in respect of the first CM Sub License granted by the Master Licensee only, however the Master Licensee shall pay all License Fees in respect of such first CM Sub License as set out in Clause 5.3. This Clause 5.9 represents a one time only exemption from the obligation of the Master Licensee to pay the Set Up Fee in respect of one CM Sub Licensee only.

6. SUPPORT

- 6.1. Upgrades: Provided that the Master Licensee or any CM Sub Licensee is not then in default hereunder or under the terms of a CM Sub License Agreement, during the term of this Agreement Gamingtech shall provide certain upgrades to the Software, designated as such by Gamingtech, to the Master Licensee or any such CM Sub Licensee,

the purposes of this Agreement. Upgrades to the Software shall consist of new games and language localization, as designated as such from time to time by Gamingtech.

6.2. Other Services: If services beyond Gamingtech's warranty obligations are requested by the Master Licensee or any CM Sub Licensee and Gamingtech elects to provide such service, the Master Licensee or the CM Sub Licensee as the case may be, shall be required to pay additional fees for such services on the basis of the applicable rates then in effect for Gamingtech, but Gamingtech shall be entitled to terminate such service at any time, without notice. Any work performed outside of the hours of 8:30 a.m. to 5:30 p.m., local time of the place where services are performed, Monday through Friday exclusive of Belizian statutory holidays, shall be charged at the applicable overtime rates.

6.3. Responsibility for Toll Charges: For any of the services referred to in Clause 6.2 it shall be the Master Licensee's responsibility to pay for or reimburse Gamingtech for any toll charges incurred in order to respond to inquiries or to obtain access to the particular system by telephone.

6.4. Responsibility for Payment: The Master Licensee shall be invoiced the amounts calculated under Clause 6.2 at the end of the month in which services were provided. The Master Licensee shall be required to pay invoices received within thirty (30) days following receipt failing which interest shall be payable thereon at the rate of twenty-four (24%) per cent per annum. If services were performed for the benefit of a CM Sub Licensee, the Master Licensee shall be responsible for payment unless the Master Licensee has not been informed of the services prior to the provisions thereof, and has objected to its payment obligations.

GAMINGTECH WARRANTIES, REPRESENTATIONS AND COVENANTS

Gamingtech warrants, represents and covenants to the Master Licensee that:

7.1. Capacity: It has the necessary capacity to enter into this Agreement.

7.2. No Infringement: To the best of its knowledge, information and belief, the rights of the Master Licensee as provided hereunder will not infringe upon any patents or copyrights of

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any third party.

7.3 IP Tracking: Gamingtech warrants that the IP tracking capability of the Software will enable the Master Licensee and any CM Sub Licensee to monitor/track traffic emanating from a satellite website properly configured, maintained and connected to a server on which the Software is properly installed.

7.4. Program Error: Gamingtech warrants that if program errors (defects in the Software which prevent substantial conformance to the Software Specifications set out in Schedule C hereto) occur during the term of this Agreement then, provided that:

- iii. the Master Licensee provides prompt notice to Gamingtech of such program error;
- iv. the Master Licensee provides a full and complete disclosure of the program error and any input or output necessary to assess the same;
- v. this Agreement remains in effect and the Master Licensee is not then in default hereunder;
- vi. the Master Licensee allows Gamingtech access to the Software via the Internet at any and all times and from such place as Gamingtech may reasonably designate from time to time;
- vii. the Software or the server on which the Software was originally installed has not been modified by the Master Licensee or any third party; and
- viii. provided the program error can be reproduced on Gamingtech's current Software.

Gamingtech will use reasonable efforts to correct such errors within 60 days following receipt of notice from the Master Licensee of such defects. If the parties hereto disagree as to whether a program error is

Gamingtech's responsibility hereunder, it shall be the Master Licensee's obligation to demonstrate and document the program error in the Software. The Master Licensee acknowledges that its only remedy available in relation to the occurrence of a program error and the only remedy of a CM Sub Licensee in respect of a program error, shall be to require Gamingtech to use reasonable efforts to correct the same and that Gamingtech shall not be liable for any damages resulting from the occurrence of a program error however caused, subject to Section 10.

- 7.5. Upgrades: During the term of this Agreement Gamingtech shall provide the Master Licensee with upgrades as provided in Clause 6.2. As a result, Gamingtech's warranty obligations hereunder are contingent on the Master Licensee being able to reproduce the error conditions on Gamingtech's current Software. If the error conditions shall not be so reproduced, the error conditions shall not be considered to be errors within the Software and therefore Gamingtech shall not be required to perform further services in relation to the error conditions stated in Clause 7.4.
- 7.6. Backup Copy: The Master Licensee agrees to maintain and shall cause all CM Sub Licensees to maintain a current backup copy of the Software and to make the same available to Gamingtech at Gamingtech's request.
- 7.7 Non Warranty Items: Examples of service not covered by Gamingtech's warranty include, but are not limited to:
- i. service required due to failure of hardware;

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- ii. service required due to unauthorized modification to the Software or interference caused by third party software installed on a server;
 - iii. service required due to improper installation of Software, if the Software has not been installed by Gamingtech;
 - iv. failure of software other than the Software as defined hereunder;
 - v. force majeure;
 - vi. default or negligence of the Master Licensee;
 - vii. improper use or misuse of the Software or the hardware; and
 - viii. providing operating services, accessories or supplies.
- 7.8. No obligation to CM Sub Licensee: Gamingtech shall have no obligation to any CM Sub Licensee in connection with any matter, including warranty matters related to the Software and shall only be obligated to deal with the Master Licensee in respect of any and all warranty matters.
- 7.9. Limitation: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT THE SOFTWARE IS PROVIDED AND SUB LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH BY GAMINGTECH. EXCEPT AS EXPRESSLY PROVIDED HEREIN GAMINGTECH DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE SOFTWARE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY GAMINGTECH.
- 7.10. No Variation: NO AGREEMENTS VARYING OR EXTENDING THE ABOVE WARRANTY OR LIMITATIONS WILL BE BINDING ON GAMINGTECH UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GAMINGTECH.

8. MASTER LICENSEE'S WARRANTIES, REPRESENTATIONS AND COVENANTS

The Master Licensee warrants, represents and covenants to Gamingtech as follows and acknowledges that Gamingtech is relying on such warranties, representations and covenants in entering into this Agreement and the transactions contemplated in this Agreement:

- 8.1 Capacity: The Master Licensee has the necessary capacity to enter into this Agreement and shall use or permit the use of the Software only in accordance with in compliance with the laws of the Jurisdiction in which a Business is conducted by a CM Sub Licensee or the Software is to be used and in accordance with generally accepted gaming industry standards and

practices.

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- 8.2. Access: In order to satisfy any warranty matters, the Master Licensee shall provide Gamingtech with access to the Software in use by all CM Sub Licensees via the Internet using such software for such purposes as Gamingtech may determine.
- 8.3. Bandwidth: Master Licensee will ensure that all CM Sub Licensees supply an adequate amount of bandwidth to ensure remote access by Gamingtech for the purpose of warranty maintenance and upgrades.
- 8.4 Master Licensee Business: The Master Licensee shall not conduct the Business or use the Software in connection with the Business and shall only sub license the Software, or pen-nit the use of the Software pursuant to executed CM Sub License Agreements.
- 8.5. No Modification: The Master Licensee shall not modify the terms of the CM Sub License Agreement from that form set out as Schedule D hereto in any manner which, in the sole opinion of Gamingtech would reduce the rights of or increase the liability of Gamingtech to any third party without, in each case, first obtaining the written approval of Gamingtech. Any consent to a modification of the CM Sub License Agreement shall not be deemed or considered a continuing consent to modifications and all modified CM Sub License Agreements shall require the prior written approval of Gamingtech.

9. INFRINGEMENT

- 9.1. Defence and Settlement: If notified promptly and in writing of any action (and all prior related claims) brought against the Master Licensee alleging that the Master Licensee's use of the Software under this Agreement infringes any valid Canadian or United States patent or copyright, Gamingtech may, subject as provided below, defend and settle that action at its expense and may, subject as provided below, pay the costs and damages of any type finally awarded against the Master Licensee in the action, but is not obligated to do so, and provided that (i) Gamingtech shall have sole control of the defense of any such action and all negotiations for its settlement or compromise; and (ii) the Master Licensee and where applicable those for whom the Master Licensee is responsible, cooperates fully with Gamingtech in its defense of the action. If the Master Licensee receives notice of a valid claim or demand regarding infringement, or if the use of the Software shall be prevented by injunction, Gamingtech shall, at its option and expense either (i) procure for the Master Licensee the right to continued use of the Software as provided hereunder, (ii) modify the Software so that it is no longer infringing, (iii) replace the Software with computer software of equal capability, or (iv) terminate this Agreement as to the infringing Software; provided that Gamingtech agrees that it will exercise any of the options (1) to (iii) prior to exercising option (iv) if, in Gamingtech's opinion, such options are commercially feasible to Gamingtech. The foregoing indemnification does not extend to any claim arising out of a modification to the Software by any party other than Gamingtech to the extent such claim would not have arisen had such modification not been made, any combination of the Software with any other software or hardware to the extent such claim would not have arisen had such combination not been made, or the use or distribution of the Software other than as permitted under this Agreement or a CM Sub License Agreement and the Master Licensee shall indemnify and hold Gamingtech harmless from any infringement arising therefrom. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF GAMINGTECH TO THE MASTER LICENSEE OR ANY CM SUB LICENSEE AND THE

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EXCLUSIVE REMEDY OF THE MASTER LICENSEE OR ANY CM SUB LICENSEE WITH RESPECT TO ANY ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability: IN NO EVENT WILL GAMINGTECH OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION OF GAMINGTECH, BE LIABLE TO THE MASTER LICENSEE OR ANY CM SUB LICENSEE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM

LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CM SUB LICENSE AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, OR OTHER GAMINGTECH PROVIDED MATERIAL OR SERVICES WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT GAMINGTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Aggregate Liability: Without limiting the general exclusion of liability as provided in Clause 10.1, the liability of Gamingtech and any of its associates, affiliates, parent or subsidiary corporations to the Master Licensee whether for negligence, breach of contract, misrepresentation or otherwise shall in respect of a single occurrence or a series of occurrences shall in no circumstances exceed the \$ 100,000 aggregate cash payments actually made to Gamingtech as the Master License Fees under Clause 5.1 of this Agreement.

11. MASTER LICENSEE INDEMNIFICATION

11.1 Indemnification: The Master Licensee agrees to indemnify and save Gamingtech and its associates, affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims brought by CM Sub Licensee, End Users or any third party, and/or brought under any law, including without limitation any government department or agency as a result of (i) the combination or use of the Software with any other software, hardware or other material, (ii) the transmission of the Client Software or the use of the Client Software by an End User, (iii) breach of Section 8 warranties; (iv) the operation and management of a Business by any CM Sub Licensee; or (v) any act or omission by the Master Licensee or a CM Sub Licensee regarding the use of the Software.

12. CONFIDENTIALITY

12.1 Proprietary Information: Documentation and information (including electronically, orally or visually disclosed information) are confidential and "Proprietary Information" for the purposes of this Section 12 if (a) it is designated as confidential or proprietary, by letter, stamp or legend (b) it would be apparent to a reasonable person, familiar with the disclosing party's business or the industry in which it operates, that such information is of a confidential or proprietary nature, or the disclosing party, within ten (10) days of a disclosure, indicates

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to the receiving party that such disclosure is confidential. Proprietary Information shall not include information defined as Proprietary Information above which the receiving party can conclusively establish (1) was in the possession of the receiving party at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed; (111) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party. All such Proprietary Information shall be treated confidentially by the receiving party and its employees, contractors and agents and shall not be disclosed by the receiving party without the disclosing party's prior written consent. However, the receiving party may disclose Proprietary Information of the disclosing party in accordance with judicial or other governmental order, provided that receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

12.2. Treatment of Proprietary Information: Neither party shall in any way duplicate all nor any part of the other party's Proprietary Information, except in accordance with the terms and conditions of this Agreement. Each party shall have an appropriate agreement with each of its employees, contractors, agents and sub licensees having access to the other party's Proprietary Information sufficient to enable that party to comply with all the terms of this Agreement. Each party agrees to protect the other's Proprietary Information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or

proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such Proprietary Information.

- 12.3. Further Treatment of Proprietary Information: Each party agrees to hold the other party's Proprietary Information in trust and confidence for such party and not to use the same other than as expressly authorized under this Agreement. Each party agrees not to disclose any such Proprietary Information without the prior written consent of the other, to anyone other than that party's employees, contractors and agents who have a need to know same to carry out the rights granted hereunder.
- 12.4. Action to Protect: Each party shall promptly report to the other any actual or suspected violation of the terms of this Section 12, and shall take all reasonable steps to prevent, control or remedy such violation.
- 12.5 Equitable Relief In recognition of the unique and proprietary nature of the information disclosed by the parties, it is agreed that each party's remedies for a breach by the other of its obligations under this Section 12 shall be inadequate and the disclosing party shall, in the event of such breach be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.
- 12.6 Proprietary Information: For the purposes of this Agreement the Software, and all upgrades or modifications and all materials related thereto shall be treated as Proprietary Information of Gamingtech disclosed to the Master Licensee and all information relating to the clients of the Master Licensee shall be treated as Proprietary Information of the Master Licensee disclosed to Gamingtech.

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13. TERMINATION

- 13.1. Term: The term of this Agreement shall be three (3) years commencing on the date hereof provided that this Agreement shall automatically renew for two successive three (3) year terms provided that: (i) the Master Licensee is not in default hereunder at the termination of the then current three (3) year term; (ii) the Master Licensee has not been in default during such term for a period of sixty (60) days on a cumulative, not consecutive basis and; (iii) no CM Sub Licensee is in default as at the termination of the then current term of this Agreement. This Agreement may be terminated by either party in the event of any material breach by the other party hereto which continues after thirty (30) days written notice of said breach (which notice shall, in reasonable detail, specify the nature of the breach) by the non-defaulting party to the defaulting party. A material breach shall include, without limitation, any breach of Sections 2, 3, 4, 5, 8 and 12.
- 13.2. Effect of Termination: Upon the termination of this Agreement by any party and for any reason, the rights and licenses granted to the Master Licensee by Gamingtech and all CM Sub License Agreements shall terminate immediately and the Master Licensee shall and shall cause all CM Sub Licensees to cease use of the Software and shall, at the option of Gamingtech, return to Gamingtech or destroy all copies of the Software in the possession of the Master Licensee and all CM Sub Licensees and Gamingtech shall be entitled to unilaterally take any and all steps or actions they may deem necessary to strictly enforce this Clause 13.2.
- 13.3. License Fees: No termination of this Agreement shall release the Master Licensee from its obligations to pay Gamingtech Set Up Fees or License Fees which accrued prior to such termination or which shall accrue to Gamingtech after the effective date of such termination as a result of the continued use of the Software after the termination of this Agreement, nor shall any termination have the effect of releasing the Master Licensee from the provisions of Section 12 which provisions shall survive the termination of this Agreement.
- 13.4 Non Payment: Notwithstanding anything contained herein, non payment by the Master Licensee or any CM Sub Licensee of any Set Up Fees or License Fees provided for herein or in a CM Sub License Agreement, at the times specified therein, shall entitle Gamingtech to immediately terminate this

Agreement or in the case of a defaulting CM Sub Licensee, to cause the Master Licensee to terminate the CM Sub License Agreement, as the case may be, and in such event Gamingtech shall be entitled to unilaterally take any and all such actions it may deem necessary to prevent the continued use of the Software.

14. REMEDIES

14.1. If the Master Licensee breaches any of its obligations hereunder and such breach remains unremedied for a period of twenty-one (21) days from notice thereof, Gamingtech shall be entitled to seek equitable relief to protect its interests herein including but not limited to injunctive or other equitable relief, it being acknowledged by the Master Licensee that Gamingtech would suffer irreparable harm and that damages do not form an adequate remedy.

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14.2. If the Master Licensee fails to completely abide by any term, condition or covenant of this Agreement or otherwise commits a breach of this Agreement and such breach remains unremedied for a period of twenty-one (21) days from notice thereof, then Gamingtech may, at its option, immediately terminate this Agreement by providing written notice as such to the Master Licensee.

14.3. If the Master Licensee becomes insolvent or files a petition in Bankruptcy, has filed against it an involuntary petition in Bankruptcy or a Receiver is appointed over the assets of the Master Licensee, or the Master Licensee commits an act of Bankruptcy, then Gamingtech may, at its option, immediately terminate this Agreement by written notice as such to the Master Licensee.

14.4. If this Agreement is terminated in accordance with the provisions hereof the Master License Fee as provided for in Clause 5.1 will be deemed to have been paid for the use of the Software during the time it was in the possession of the Master Licensee and as a result, in such event, the Master Licensee will not be entitled to any refund of the Master License Fee, or any portion thereof

15. NOTICES

15.1. Notices: Any notice required or permitted to be given under the terms of this Agreement shall be in writing and given by personal delivery or sent by registered mail, postage prepaid, or by fax, to Gamingtech at 35 Barrack Road, Belize City, Belize, Central America and in the case of the Master Licensee at the following address: 40th Street, 2nd Avenue, Suite 208, San Jose, Costa Rica. Either party may change its address for notice by notice to the other party in the manner prescribed above. Any notice given pursuant to this Section shall be deemed to have been received on the date actually received.

16. GENERAL

16.1. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Country of Belize and the parties attorn to the jurisdiction of the courts of Belize in respect of all matters relating to the interpretation or enforcement of this Agreement.

16.2. Survival: The provisions of Sections 4, 7, 8, 9, 10, 11, 12, 13, 14, and 16 shall survive any termination of this Agreement until expressly waived in writing by the party for whom they are of benefit or terminated by a further written agreement of the parties.

16.3. Enforceability: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the agreement and the other provisions and the remaining part thereof of that provision shall remain in full force and effect.

16.4. Further Assurances: The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.

- 16.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.
- 16.6. Remedies: The remedies expressly stated in this Agreement shall be in addition to and not in substitution for those generally available at law or in equity, except as otherwise limited herein.
- 16.7. Assignment: Neither party may assign this Agreement nor the rights granted hereunder without the prior written consent of the other which consent shall not be unreasonably withheld; provided that either party may assign this Agreement to a successor corporation in the event of a merger or other reorganization in which it is not the surviving entity; and provided further that Gamingtech may assign all or any part of its rights under this Agreement to a parent, affiliate or wholly-owned subsidiary; provided, in every such case, that any such successor or assignee organization is able to perform under this Agreement and agrees to be bound by the terms hereof
- 16.8. Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 16.9. Publicity: The Master Licensee shall not and shall ensure that all CM Sub Licensees shall not refer to Gamingtech nor to this Agreement or any CM Sub License Agreement in public releases or advertising without securing the prior written approval of Gamingtech.
- 16.10. Independent Contractors: The parties to this Agreement are independent contractors. No relationships of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partner or joint venturers is established hereby between the parties. Neither party has the authority to bind the other nor incur any obligation on its behalf. Gamingtech shall not take part in, have any control over or participate in the business of the Master Licensee or the Business of any CM Sub Licensee, it being the express intention and understanding of the parties that the CM Sub Licensees shall conduct the Business and that Gamingtech supply the Software only as described herein. The payment by the Master Licensee or CM Sub Licensees of Royalties as provided in Clause 5.3 shall not, and the parties hereto confirm and agree that the same shall not constitute any nor be construed as any participation in the business of the Master Licensee or the Business any CM Sub Licensee by Gamingtech.
- 16.11. Force Majeure: Notwithstanding anything to the contrary contained in this Agreement, the failure or delay in performance by either Gamingtech or the Master Licensee, other than in respect of the performance of payment obligations, shall be excused to the extent it is caused by an event beyond the party's control, provided that the party prevented from or delayed in rendering performance notifies the other party immediately and in detail of the commencement and nature of such cause, and provided further that such party uses its best efforts to render performance in a timely manner, utilizing to such ends all resources reasonably required in the circumstances. If such event continues beyond sixty (60) days,

either party may terminate this Agreement. Without limiting the generality of the foregoing, the failure of a CM Sub Licensee to make payments to the Master Licensee pursuant to the terms of the CM Sub License Agreement, shall not constitute a force majeure with respect to the Master Licensee's obligations to make payments to Gamingtech as provided herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

Per: /s/ Richard Latham

Richard Latham, President

CASINO MARKETING S.A.

Per: /s/ Victor Ramirez

Victor Ramirez

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SCHEDULE "A"

The software is a Java based virtual casino identified as a package called CasinoCasino which resides on a Gamingtech server located in Belize City, Belize.

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SCHEDULE "B "

End User License Agreement

A. ELIGIBILITY:

1. The casino is restricted to individuals of legal age of majority only. You cannot play under any circumstances if you are not at least eighteen years of age. Minors may not play. Participation in the activities and games of the Internet casino is open only to the residents of those jurisdictions where such participation is legal and not prohibited. Participation in the activities and the games of the Internet casino is void wherever prohibited by law.
2. Player understands that the game is for entertainment value only. Player understands and acknowledges that no purchase is necessary or required to play the games. If a player wishes to play without betting money, he/she may do so, on the free site only.
3. Employees of the Internet casino, the company, its licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in the games.

B. OTHER CONDITIONS

Player is not required to participate in the Game and such participation, if elected by Player, is at Players sole option, discretion and risk. Materials of the game (whether electronically obtained or obtained by other means) are automatically void if counterfeited, mutilated, forged, altered or tampered with in any way, if illegal, mechanically or electronically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, electronic or any other errors. Any and all materials submitted for prize claims become the property of the company and will not be returned. The company is not responsible for lost, late, illegal, incomplete, damaged, mutilated, misdirected, or postage due mail, requests, prize claims or entries. Liability for materials of the game containing any error is limited to replacement. Errors due to the computer hardware and software is the sole responsibility of the of the end user, not the company. No refunds shall be given. Taxes, if any, on any prize is players sole responsibility. By accepting prize and/or winnings, Player consents to use his/her name for advertising and promotional purposes without additional compensation except where prohibited by law. Player, by acceptance of prize, acknowledges compliance with all rules herein. The company makes no representations or warranties, implicit or explicit, as to the legal right for player to participate in the game nor shall any of the companies employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers have the authority to make any such representations or warranties. The company shall not be required to maintain user names or passwords and if player misplaces, forgets, loses, or is otherwise unable to enter the Internet casino because of anything other than company

error, if a player should give away, tell, share or lose their account number and password, the Internet casino will not be responsible and will not be held liable for any claims regarding that account. The terms and conditions contained herein may be modified and/or amended only by the company posting such modification and/or amendments in the Terms and Conditions section of the website. The company shall not be liable for computer malfunctions nor attempts by player to participate in the game by methods, means or ways not intended by the company. The company reserves the right to cancel players account for any reason and issue any

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balance in players account at the time of such cancellation. The terms and conditions contained herein represents the complete, final and exclusive agreement between the player and the company.

C. PLAYER AGREES AND BECOMES A PARTY TO THE RULES

By entering the website, opening an account at the website, playing the casino, use and reuse of such an account, participation in the game, or acceptance of any prize, player hereby represents, warrants and certifies all of the following:

1. Player fully understands, agrees to, becomes a party to and shall abide by all rules, regulations, terms and conditions contained herein and as such rules, regulations, terms and conditions may change from time to time.
2. Player is over the age of legal majority, i.e. player is an "adult" as that term is legally defined in player's jurisdiction
3. Player shall not allow any other person or third party including, without limitation, any minor, to use or reuse players account, access and/or use any materials or information from the website, accept any prize, or participate in any games.
4. Player has the full, complete and unrestricted legal right to participate in the game and players participation in the game is not prohibited in the players jurisdiction.
5. Player does not find the game or the website to be offensive, objectionable, unfair, nor indecent.
6. Player understands that the game is for entertainment value only. Player understands and acknowledges that no purchase is necessary or required to play the game. If a player wishes to play without betting money, he/she may do so, on the free site only.
7. Player shall hold the company, its employees, officers, director, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents and retailers harmless and shall indemnify the same from any and all cost, expenses, liabilities and damages whatsoever that may arise as a result of the players:
 - (i) entry, use, or reuse of the website
 - (ii) use of any materials at the website
 - (iii) entry, use or reuse of the casino server (iv) participation in the game, or
 - (v) the acceptance of any prize
8. Player understands that the terms Internet casino are the trademarks, service marks, and trade names of the companies and player obtains no rights to such terms, nor any other terms, graphics, text, concepts or methodologies, using the website and the material contained therein.
9. Players interest in the game and the website is personal, and not professional. Players entering the casino is solely for the players own personal entertainment and any other entrance, access, use or reuse of the casino or the website is strictly prohibited.
10. Player shall periodically review at a rate not less than once monthly these terms and conditions of the Internet casino posted at the website.

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11. Players shall not have any cause or right of action for damages or otherwise against Gamingtech Corporation, the owner of the gaming software or any of their associates, affiliates, parent or subsidiary corporations and the Player hereby expressly waives any and all such causes or rights of action.

12. Players shall not participate in the games, open, use or reuse an account, enter the website, or the casino, nor accept any prize if player does not fully understand, agree to, become a party to, and shall abide by, without exception, all rules, regulations, terms and conditions contained herein and as such rules, regulations, terms and conditions may change from time to time.

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SCHEDULE

Description of Casino Casino Software

Casino Casino is a JAVA based Internet casino software package that allows customers to set up and operate an Internet based casino site subject to proper licensing, hardware and bandwidth to be supplied by the customer. Casino Casino offers the following games: Blackjack, Camibean Poker, Baccarat, Pai Gow Poker, Slots (8 different types), Roulette, Craps, and Video Poker (4 different types). Casino Casino was designed to operate over the Internet with no requirement for downloading of any software in advance. This is made possible by using the JAVA development platform, which will operate on any personal computer that is connected to the Internet. The Casino Casino software consists of three main daemons or servers, namely Games, Commerce and Bank. Further descriptions of each are contained herein. All three daemons are thread based, any new requests start a new thread. Once the service is finished the thread is terminated. Since the lifetime of the thread is minimal the overhead of a large number of players is minimal. The Software is designed for optional performance with the Internet Explorer 4.0 or higher browser.

1. The gaming engine is responsible for running the random number generator (RGN) used in all the games. The advantage of this central engine is that as new games are developed they can be plugged into this central engine, with out the need for a complete re-write. The number generator is based on the "lagged Fibonacci method". The initial seed is also randomly generated using standard Java calls to obtain a number between 0 and 232 (4 billion). This action occurs on the server side to which the player has no access. If a player disconnects during a game, i.e.: blackjack, then the player is awarded a loss.

2. The database engine keeps track of all the players and gaming transactions and adheres to the RDBMS & object orientated computing environment. All transactions are tracked by administrative software that is based on Microsoft SQL. Player information is available to the casino operator, online using a loaded java applet, that operates in the Microsoft Internet Browser. Operators can generate certain reports on the status of players, actual bank transactions with flags and the status of the games. The operator is provided access to this database by entering a username and password to ensure security. Multiple on-line reports can be generated simultaneously because each query will launch a new Internet window. Operators can be on-line and monitor any or all players in real time by refreshing their view windows as often as required and some of the reports that are required to be monitored continuously are set to auto-refresh ever one minute.

Operators can also add or remove players from the site, issue credits or debits and check the overall performance of all the games and players per game by date, historically, demographically or by the various modes of payment.

3. The commerce engine is responsible for interfacing to the credit card processor. The player must fill out an on-line application provided by the Casino Casino software package that includes all relevant address and contact information. The player is instructed to select a password. After the form is completed the player is issued a username by the Commerce software which forwards the details to the auto-email engine which sends out a "welcome to casino" email message with username and password. The player logs in through the browser using the username and password. The player is now presented with the option to register a credit card from which funds will be debited to play the casino games. The credit card number and expiry date as well as the customer

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information are stored together on the Commerce server in a SQL database format. The player then can deposit funds into his/her account to use at any or all of the games offered by the Casino Casino software. At this point the software will forward the customer information and the credit card information to an online credit card processing facility (for example Secure Bank.com) This third party is responsible for validating the credit card and customer information through a "scrubbing" process. If the customer is in good standing a message will be sent back to the Commerce server and the customer will be notified that the funds are available and can begin gaming immediately. If the customer does not pass the credit test, he is notified that the transaction has failed and he is unable to proceed.

Unless configuration can be completed remotely, we require the client to ship the server to our office and we can perform the initial set up. Once the server is returned and is on-line our staff need to have continuous access through PC Anywhere to remotely log onto the server to perform any maintenance, repairs or upgrades as determined necessary. Adequate bandwidth or connection speed of at least 256k is required for proper operation and maintenance of the Casino Casino Software which will be provided by the casino operators.

Security of the games server is the responsibility of the Master Licensee or a CM Sub Licensee. We require that the Master Licensee or a CM Sub Licensee implement Secure Socket Layer ("SSL") on the server on which the Software is installed. Gamingtech will assist the Master Licensee with the installation of SSL at no cost.

The operating parameters for each game are as follows:

Blackjack: There are 8 decks in the dealing shoe. The shoe is reshuffled after each hand. This adheres to rules including, double down on any hand, four split any same cards, double down on splits and insurance. There is no surrender.

Caribbean Poker: This is a single deck shoe and is re-shuffled after every hand. The game uses the standard rules for payout.

Slots: The payout of the slots is governed by the number of graphic icons on the wheels and the use of the RNG. There are three wheels and the RNG is used to stop each of the wheels at different locations. Adjustment of the odds is hardcoded.

Video Poker: Video poker is a single deck deal and is re-shuffled after every play. The game uses the rules for payout, as posted on each of the machines. Players may throw away the whole hand if they wish.

Roulette: The roulette uses the RNG for each wheel spin. As long as the player stays on the game the game will list, on the left side of the display window, a history of the numbers that have been generated by the game. The list is 15 numbers long. The 16' number will be displayed at the top of the list and the 1' number will be dropped from the list.

Craps: The RNG is used for each roll of the dice. The payout is set as per the standard rules of Craps.

Baccarat: There are eight decks in the dealing shoe. The object of the game is to wager that either the player's hand will win, the banker's hand will win, or that the game will result in a tie. If the

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player wins by betting on the banker, the bank will receive a 5% commission on the bet. The odds for the tie are 8 to 1. The shoe is reshuffled after each hand.

Pai Gow Poker: Pai Gow Poker is played with a deck of 53 cards, a standard deck plus one wild joker. The goal as a player is to beat both of the dealer's hands. If the player only beats one of the dealer's two hands, then the game results in a tie. Each time the player wins, the bank gets a 5% commission on the amount bet. The rules and odds are based on standard rules.

The Master Licensee and each CM Sub Licensee shall assume all responsibility for any and all security issues relating to the use of the Software in connection with the Business. Any adjustments to the home page, graphics, etc, are the

responsibility of the casino operator.

Gamingtech's warranty shall only be applicable where the Master Licensee or CM Sub Licensee has not altered the system on which the Software is operating (hardware, software and connectivity), from the configuration originally installed by Gamingtech and implemented by the server operator at the time the Business is commenced. Any software installed by the casino operator must be approved by Gamingtech. Gamingtech will not be responsible for the Master Licensee's server or any of the CM Sub Licensee's servers or their data, at any time.

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SCHEDULE D

SOFTWARE SUB LICENSE AGREEMENT

This Agreement made as of the - day of ____

BETWEEN:

_____ a body corporate with offices at
(the "Licensee")

OF THE FIRST PART

AND

CASINO MARKETING S.A. a body corporate with offices at
San Jose, Costa Rica ("Licensor").

OF THE SECOND PART

WHEREAS Licensor is in the gaming software sub licensing business.

AND WHEREAS Licensor holds the certain rights to sub license, certain interactive gaming software under a Master Sub License Agreement and the Licensee desires to license the object code for such software and Licensor is willing to grant the Licensee a non exclusive license to the object code for such software subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the parties agree as follows:

1. INTERPRETATION

Words and phrases used herein have the following meaning:

- 1.1.1. "Agreement" means this Software Sub License Agreement, including Schedules "A", "B" and "C" attached hereto.
 - 1.1.2. "Business" means the operation and management of an online Internet entertainment and game playing website utilizing the Software.
 - 1.1.3. "Client Software" means the user interface portion of the Software.
 - 1.1.4. "Dollar" or "\$" means United States dollars.
 - 1.1.5. "Electronic Distribution" means the electronic delivery of computer software using on-line services, the Internet, phone lines, cable systems, servers, satellite or other public or private access network or electronic communication mediums.
- Page I
- 1.1.6. "End User" means an individual whom the Licensee permits to access and utilize, but not to further distribute, the Software.
 - 1.1.7. "Gross Revenues" means gross income which is received by the Licensee or any affiliate or associate of the Licensee in connection with the Business utilizing the Software, which shall be calculated as the total dollars wagered on all games less all payoffs, but before any operating, administrative or other expenses, governmental sales, excises pr other taxes or tariffs imposed on the use of the Software. For the purposes of

this Agreement Gross Revenues shall not include any negative amount. Where Gross Revenues for a period result in a negative number, Gross Revenues for that period shall be deemed to be zero.

1.1.8. "License Fee" means the monthly payments to be made by the Licensee to the Licensor pursuant to Clause 5.2 hereof.

1.1.9. "Software" means the object code versions of the computer software described in Schedule "A" herein.

1.1.10. "Set Up Fee" means the fee payable to Licensor pursuant to Clause 5.1 hereof

1.2. Currency

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in United States Dollars.

1.3. Sections and Headings

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a section or a Schedule refers to the specified section of or Schedule to this Agreement.

1.4. Number, Gender and Persons

In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

1.5. Accounting Principles

Any reference in this Agreement to generally accepted accounting principles refers to generally accepted accounting principles as approved from time to time by the Canadian Institute of Chartered Accountants or any successor institute. This reference shall not be construed so as to imply any attornment to Canadian jurisdiction or laws.

1.6. Time of Essence

Time shall be of the essence of this Agreement.

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1.7 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

1.8. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

1.9. Amendment and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

1.10 Schedules

The following Schedules are attached to and form part of this Agreement:

- Schedule A Software
- Schedule B End User License Agreement
- Schedule C Description of Software

2. GRANT OF LICENSE

- 2.1. Sub-License: Subject to the terms and conditions hereof Licensor hereby grants to the Licensee and the Licensee accepts from Licensor: (1) a worldwide, non-exclusive, nontransferable license to use the Software only in connection with the Business and to transmit the Client Software only in object code form to End Users by means of Electronic Distribution; and (11) a worldwide, non-exclusive, non-transferable license to use and to grant to End Users the right to use the Client Software in object code form, only while connected to a server on which the server component of the Software is installed.
- 2.2 End User License Agreement: The Licensee shall display to End Users an End User License Agreement ("EULA") prior to download of the Client Software by End User. Such EULA shall contain provisions which exclude the Licensor, the owner of the Software and their associates, affiliates, parent and subsidiary corporations from all liabilities related to the End Users use of the Client Software, and in any event shall contain provisions substantially similar to those contained in Schedule "B" hereto. The EULA shall be provided in a format that the End User may download onto End User's hard disk. The Licensee shall require all End Users to either accept or reject the terms and conditions of the EULA by means of a point and click mechanism or other mechanism acceptable to Licensor prior to the download of the Client Software and, in the event End User rejects the EULA, End User shall not be permitted to download the Client Software. The Licensee agrees that the mechanism used

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by the Licensee to require End Users to accept or reject the EULA shall be in a form which will record and store all End Users acceptance of the EULA for future reference.

- 2.3. Restrictions: The Licensee shall not, and shall not authorize any third party to, reverse engineer, decompile or disassemble the Software or to attempt to do the same. If the Licensee becomes aware of the source code of the Software it shall not make use of or disclose the same to any party.
- 2.4. No Further Sub-License: The Licensee shall have no right to sub-license or otherwise make available the rights granted to the Licensee in Clause 2.1 to any third party (related or otherwise) and such rights shall only be used by the Licensee in connection with its operation of the Business which shall be comprised of the installation of the Software on one server and the maintenance of one data base only.

3. GOVERNMENT APPROVALS

- 3.1 The Licensee warrants and represents that it has or will have obtained prior to commencing the Business, all required government approvals and permits in order to use the Software in its Business and to operate its Business, including an Internet gaming license as required, and that it will maintain such approval and permits throughout the term of this Agreement and obtain any government approvals and permits that subsequently become required during the term of this Agreement or any extensions thereof
- 3.2. The Licensee shall take such actions as it deems necessary in order to prohibit participation in the activities and games of the Software where prohibited by law.

OWNERSHIP

- 4.1. Software: Except for the limited rights granted to the Licensee hereunder, Gamingtech Corporation retains all right, title and interest, including intellectual property rights, in and to the Software.

- 4.2. Proprietary Rights Notices: The Licensee shall not remove any copyright or other proprietary rights notices contained within the Software.

PAYMENT

- 5.1. Set Up Fee: In consideration of the rights granted by Licensor to the Licensee hereunder, the Licensee shall pay Licensor as the initial Set Up Fee, the sum of \$ _____ upon execution of this Agreement and shall pay the Licensor monthly License Fees as set forth in Clause 5.2. Licensee shall acquire an appropriate server for installation of the Software and shall acquire all necessary third party software, including, without limiting the generality of the foregoing, the following third party software:

Crystal Reports 7.0
PC Anywhere

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MSSQL 6.5 or 7.0
Microsoft NT Server with SP4

- 5.2. License Fees: As further consideration of the rights granted by Licensor to the Licensee hereunder, the Licensee shall pay to the Licensor monthly License Fees calculated as ! % of Gross Revenue for the entire ten-n of this Agreement and any extensions thereof
- 5.3. Payment: The Licensee shall pay License Fees to the Licensor under Clause 5.2 on a monthly basis commencing at the end of the first month after the Licensee commences the Business. License Fees shall be calculated monthly and paid within fifteen (15) days of the end of each month and the Licensee shall include, with each payment of License Fees, a report specifying the Gross Revenue earned during the period. Any net loss or negative revenues in a particular month shall be treated as zero Gross Revenues for the month and there is no carry forward of such amounts.
- 5.4. Website: The Licensee shall be responsible for all website design, construction, maintenance and all costs associated therewith.
- 5.5. Server: The Licensee shall be responsible for the proper configuration, custody, maintenance and control of the server upon which the Software is installed and in respect of all third party software installed thereon.
- 5.6. Taxes: The Licensee shall be responsible for paying all use, sales or value added taxes, duties or governmental charges, whether presently in force or which come into force in the future, related to the deliveries and payments hereunder.
- 5.7. Records: The Licensee will maintain, in accordance with generally accepted accounting principles complete and accurate books and records in respect of its operation of the Business and the Gross Revenue and other amounts received in connection therewith and all License Fees due or paid hereunder.
- 5.8. Audit: The Licensor shall have the right, on reasonable notice to the Licensee, no more often than once in any twelve (12) month period, to appoint an independent third party to examine the Licensee's books and records, during regular business hours, in order to verify the Licensee's compliance with the terms of this Agreement. Any such audit shall be at the expense of the party initiating the audit unless the audit reveals an underpayment of greater than five (5%) percent in which case the audit shall be at the expense of the party initiating the audit. The Licensee shall forthwith pay to the Licensor, the amount of any deficiency identified by the audit.
6. SUPPORT
- 6.1. Upgrades: Provided that the Licensee is not then in default hereunder, during the term of this Agreement Licensor shall provide certain upgrades to the Software, designated as such by Licensor, to the Licensee at no cost. All upgrades to the Software shall be considered Software for the purposes of this Agreement. Upgrades to the Software shall consist of new games and language localization, as designated as such from time to time by Licensor.

6.2. Other Services: If services beyond Licensor's warranty obligations are requested by the Licensee and if Licensor elects to provide such service, the Licensee shall be required to pay additional fees for such services on the basis of the applicable rates then in effect for Licensor, but Licensor shall be entitled to terminate such service at any time, without notice. Any work performed outside of normal business hours shall be charged at the applicable overtime rates.

6.3. Responsibility for Toll Charges: For any of the services referred to in sub-paragraph 6.2 it shall be the Licensee's responsibility to pay for or reimburse Licensor for any toll charges incurred in order to respond to inquiries or to obtain access to the particular system by telephone.

6.4. Responsibility for Payment: The Licensee shall be invoiced the amounts calculated under sub-paragraph 6.2 at the end of the month in which services were provided. The Licensee shall be required to pay such invoices within thirty (30) days following receipt failing which interest shall accrue and be payable thereon at the rate of twenty-four (24%) per cent per annum.

7. LICENSOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

Licensor warrants, represents and covenants to the Licensee that:

7.1. Capacity: It has the necessary capacity to enter into this Agreement.

7.2. No Infringement: To the best of its knowledge, information and belief, the sub-license of the Software to the Licensee as contemplated herein will not infringe upon any patents or copyrights of any third party.

7.3. Program Error: Licensor warrants that if program errors (defects in the Software which prevent substantial conformance to the Software Specifications set out in Schedule "C" hereto) occur during the term of this Agreement then, provided that:

- i. the Licensee provides prompt notice to Licensor of such program error;
- ii. the Licensee provides a full and complete disclosure of the program error and any input or output necessary to assess the same;
- iii. this sub-license remains in effect and the Licensee is not then in default hereunder;
- iv. the Licensee allows Licensor or any third parties identified by the Licensor, access to the Software via the Internet, with adequate bandwidth as determined by Licensor,
- v. at any and all times and from such place as Licensor may designate reasonably from time to time;
- vi. the Software or the server on which the Software was originally installed has not been modified by the Licensee or any third party; and
- vii. provided the program error can be reproduced on Licensor's current Software.

Licensor will use reasonable efforts to correct such errors within 60 days following receipt of notice from the Licensee of such defects. Licensor's obligation to correct a program error is specifically conditional on the satisfaction of all conditions described in Sub-Clause 7.3(i) through 7.3(vi). If the parties hereto disagree as to whether a program error is Licensor's

responsibility hereunder, it shall be the Licensee's obligation to demonstrate and document the program error in the Software. The Licensee acknowledges that its only remedy available in relation to the occurrence of a program error shall be to require Licensor to use reasonable efforts to correct the same and that neither Licensor nor its associates, affiliates, parent or subsidiary corporations shall be liable for any damages resulting from the occurrence of a program error however caused, subject to Section 10.

- 7.4. Upgrades: During the term of this Agreement Licensor shall provide the Licensee with upgrades as provided in Clause 6.2. As a result, Licensor's warranty obligations hereunder are contingent on the Licensee being able to reproduce the error conditions on Licensor's current Software. If the error conditions shall not be so reproduced, the error conditions shall not be considered to be errors within the Software and therefore Licensor shall not be required to perform further services in relation to the error conditions stated in Clause 7.3.
- 7.5. Backup Copy: The Licensee agrees to maintain a current backup copy of the Software and to make the same available to Licensor at Licensor's request.
- 7.6. Non-Warranty Items: Examples of service not covered by Licensor's warranty include, but are not limited to:
- i. service required due to failure of hardware;
 - ii. service required due to unauthorized modification to the Software;
 - iii. service required due to improper installation of Software, if the Software has not been installed by Licensor;
 - iv. interference of third party software, installed on the server, on the functionality of the software;
 - v. failure of software other than the Software as defined hereunder;
 - vi. force majeure;
 - vii. default or negligence of the Licensee;
 - viii. improper use or misuse of the Software or the hardware; and
 - ix. providing operating services, accessories or supplies.
- 7.7. Limitation: EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT THE SOFTWARE IS PROVIDED AND LICENSED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, COURSE OF PERFORMANCE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith BY THE LICENSOR OR ANY THIRD PARTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN LICENSOR DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING PERFORMANCE OF THE SOFTWARE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY LICENSOR.
- 7.8. No Variation: NO AGREEMENTS VARYING OR EXTENDING THE ABOVE WARRANTY OR LIMITATIONS WILL BE BINDING ON THE LICENSOR OR ANY THIRD PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LICENSOR

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8. THE LICENSEE'S WARRANTIES, REPRESENTATIONS AND COVENANTS

The Licensee warrants, represents and covenants to Licensor as follows and acknowledges that Licensor is relying on such warranties, representations and covenants in entering into this Agreement and the transactions contemplated in this Agreement:

- 8.1. Capacity: The Licensee has the necessary capacity to enter into this Agreement and shall use the Software only in accordance with in compliance with the laws of the jurisdiction in which the Business is conducted and in accordance with generally accepted gaming industry standards and practices.
- 8.2. Unauthorized Use: Licensee will not permit any third party other than an End User, to use the Software for any purpose.

9. INFRINGEMENT

- 9.1. Defence and Settlement: If notified promptly and in writing of any action (and all prior related claims) brought against the Licensee alleging that the Licensee's use of the Software under this Agreement infringes any valid Canadian or United States patent or copyright, Licensor may, subject as provided below, defend and settle that action at its expense and may, subject as provided below, pay the costs and damages of any type finally awarded against the Licensee in the action, but is not obligated to do so, and provided that (1) Licensor shall have sole control of the defense of any such action and all negotiations for its settlement or compromise; and (ii) the Licensee and where applicable those for whom the Licensee is

responsible, cooperates fully with Licensor in its defense of the action. If the Licensee receives notice of a valid claim or demand regarding infringement, or if the use of the Software shall be prevented by injunction, Licensor shall, at its option and expense either (1) procure for the Licensee the right to continued use of the Software as provided hereunder, (ii) modify the Software so that it is no longer infringing, (110) replace the Software with computer software of equal capability, or (iv) terminate this Agreement as to the infringing Software; provided that Licensor agrees that it will exercise any of the options (1) to (111) prior to exercising option (iv) if, in Licensor's opinion, such options are commercially feasible to Licensor. The foregoing indemnification does not extend to any claim arising out of a modification to the Software by any party other than Licensor to the extent such claim would not have arisen had such modification not been made, any combination of the Software with any other software or hardware to the extent such claim would not have arisen had such combination not been made, or the use or distribution of the Software other than as permitted under this Agreement and the Licensee shall indemnify and hold Licensor harmless from any infringement arising therefrom. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF LICENSOR AND THE EXCLUSIVE REMEDY OF THE LICENSEE WITH RESPECT TO ANY ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT.

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10. LIMITATION OF LIABILITY

10.1. Limitation of Liability: IN NO EVENT WILL GAMINGTECH CORPORATION, THE LICENSOR OR ANY ASSOCIATE, AFFILIATE, PARENT OR SUBSIDIARY CORPORATION OF EITHER OF THEM, BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, OR OTHER Licensor PROVIDED MATERIAL WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND WHETHER OR NOT GAMINGTECH CORPORATION OR THE LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Aggregate Liability: Without limiting the general exclusion of liability as provided in Clause 10.1, the liability of the Licensor, the owner of the Software and any of their associates, affiliates, parent or subsidiary corporations to the Licensee whether for negligence, breach of contract, misrepresentation or otherwise shall in respect of a single occurrence or a series of occurrences shall in no circumstances exceed the cash payments actually made to Licensor as the Set up Fee under Clause 5.1 of this Agreement.

11. THE LICENSEE INDEMNIFICATION

11.1. Indemnification: The Licensee agrees to indemnify and save the Licensor, the owner of the Software and their associates, affiliates, parent or subsidiary corporations harmless from and against any and all claims, demands, costs and liabilities (including all reasonable legal and attorney fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims brought by End Users or any third party, and/or brought under any law, including without limitation any government department or agency as a result of (i) the Licensee's combination or use of the Software with any other software, hardware or other material, (ii) the Licensee's transmission of the Client Software or the use of the Client Software by an End User, (111) breach of Section 8 warranties; (iv) the Licensee's operation and management of the Business; or (v) any act or omission by the Licensee regarding the use of the Software except in accordance with Section 2.

12. CONFIDENTIALITY

12.1. Proprietary Information: Documentation and information (including electronically, orally or visually disclosed information) are confidential and "Proprietary Information" for the purposes of this Section 12 if (a) it is designated as confidential or proprietary, by letter, stamp or legend (b) it would be apparent to a reasonable person, familiar with the disclosing party's business or the industry in which it operates, that such information is of a confidential or proprietary nature, or the disclosing party, within ten (10) days of a disclosure, indicates to the receiving party that such disclosure is confidential. Proprietary

Information shall not include information defined as Proprietary Information above which the receiving party can conclusively establish / (1) / was in the possession of the receiving party at the time of disclosure; (11) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed; (111) is disclosed to the

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receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party. All such Proprietary Information shall be treated confidentially by the receiving party and its employees, contractors and agents and shall not be disclosed by the receiving party without the disclosing party's prior written consent. However, the receiving party may disclose Proprietary Information of the disclosing party in accordance with Judicial or other governmental order, provided that receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

12.2 Treatment of Proprietary Information: Neither party shall in any way duplicate all nor any part of the other party's Proprietary Information, except in accordance with the terms and conditions of this Agreement. Each party shall have an appropriate agreement with each of its employees, contractors and agents having access to the other party's Proprietary Information sufficient to enable that party to comply with all the terms of this Agreement. Each party agrees to protect the other's Proprietary Information with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated to protect such Proprietary Information.

12.3. Further Treatment of Proprietary Information: Each party agrees to hold the other party's Proprietary Information in trust and confidence for such party and not to use the same other than as expressly authorized under this Agreement. Each party agrees not to disclose any such Proprietary Information without the prior written consent of the other, to anyone other than that party's employees, contractors and agents who have a need to know same to carry out the rights granted hereunder.

12.4. Action to Protect: Each party shall promptly report to the other any actual or suspected violation of the terms of this Section 12, and shall take all reasonable steps to prevent, control or remedy such violation.

12.5. Equitable Relief: In recognition of the unique and proprietary nature of the information disclosed by the parties, it is agreed that each party's remedies for a breach by the other of its obligations under this Section 12 shall be inadequate and the disclosing party shall, in the event of such breach be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

12.6 Proprietary Information: For the purposes of this Agreement the Software, and all upgrades or modifications and all materials related thereto shall be treated as Proprietary Information of Licensor disclosed to the Licensee.

13. TERMINATION

13.1. Term: The initial term of this Agreement will be for a period of two (2) years. Provided that the Licensee is not in default under the terms of this Agreement at the end of a current two year term and has not been in default hereunder for a period of sixty (60) or more days, on a cumulative not consecutive basis, during the current term, the Licensee will have the option

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of renewing this Agreement 90 days prior to the end of the initial term, for an additional two (2) year term on the same terms provided herein except for the Set Up Fee obligations under Clause 5.1 and this Clause 13.1 shall not be applicable to the renewal terms. This Agreement may be terminated by either party in the event of any material breach by the

other party hereto which continues after thirty (30) days written notice of said breach (which notice shall, in reasonable detail, specify the nature of the breach) by the non-defaulting party to the defaulting party. A material breach shall include, without limitation, any breach of Sections 2, 3, 4, 5, 8 and 12.

- 13.2. Effect of Termination: Upon the termination of this Agreement the rights and licenses granted to the Licensee by Licensor hereunder shall terminate immediately and the Licensee shall cease all use of the Software and shall, at the option of Licensor, return to Licensor or destroy all copies of the Software in the possession of the Licensee and Licensor shall be entitled to unilaterally take any and all steps or actions they may deem necessary to enforce this Clause 13.2.
- 13.3. License Fees: No termination of this Agreement shall release the Licensee from its obligations to pay Licensor any License Fees which accrued prior to such termination or which shall accrue after the effective date of such termination as a result of the Licensee's use of the Software after the termination of this Agreement, nor shall any termination have the effect of releasing the Licensee from the provisions of Section 12 which provisions shall survive the termination of this Agreement.
- 13.4. Non Payment: Notwithstanding anything contained herein, non payment by the Licensee of any License Fees provided for herein, at the times specified herein, shall entitle Gamingtech Corporation and the Licensor to immediately terminate this Agreement and in such event Gamingtech Corporation and the Licensor shall be entitled to take any and all such actions it may deem necessary to prevent the continued use of the Software.
- 13.5. Termination of Master License: Notwithstanding any other provision hereof the Licensee acknowledges that the rights of Licensor to sub license the Software as provided for herein, is described under the terms of Master Sub License Agreement made between the Licensor and Gamingtech Corporation of Belize City, Belize and that a default by the Licensor under the terms of the Master Sub License Agreement may result in the termination of the Master Sub License Agreement, which in turn may result in the termination of this Agreement. In the event of such termination Gamingtech Corporation is given the right, which right is hereby recognized and confirmed by the Licensee, to take any and all such steps as Gamingtech Corporation may determine necessary to prevent the continued use the Software by the Licensee. In event of the termination of this Agreement by virtue of the termination of the Master Sub License Agreement, and provided that the Licensee is not then in default hereunder, the Licensee shall be permitted to terminate this Agreement and shall be entitled to contact Gamingtech Corporation directly and negotiate any continued use of the Software on such terms as may be negotiated, without compensation to the Licensor and similarly, in such circumstances, Gamingtech Corporation shall be entitled to contact the Licensee or otherwise negotiate with the Licensee with respect to the Licensee's continued use of the Software, without interference by the Licensor or compensation of any nature to the Licensor.

14. LICENSOR REMEDIES

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- 14.1. If the Licensee breaches any of its obligations hereunder, the Licensor shall be entitled to seek equitable relief to protect their interests herein and in the Software including but not limited to injunctive or other equitable relief, it being acknowledged by the Licensee that the Licensor would suffer irreparable harm and that damages do not form an adequate remedy.
- 14.2. If the Licensee fails to completely abide by any term, condition or covenant of this Agreement or otherwise commits a breach of this Agreement, then Licensor may, at its option, immediately terminate this Agreement by providing written notice as such to the Licensee.
- 14.3. If the Licensee becomes insolvent or files a petition in Bankruptcy, has filed against it an involuntary petition in Bankruptcy or a Receiver is appointed over the assets of the Licensee, or the Licensee commits an act of Bankruptcy, then Licensor may, at its option, immediately terminate

this Agreement by written notice as such to the Licensee.

14.4. If this Agreement is terminated in accordance with the provisions hereof the Set Up Fee as provided for in Clause 5.1 will be deemed to have been paid for the use of the Software provided during the time it was in the possession of the Licensee and as a result, in such event, the Licensee will not be entitled to any refund of the Set Up Fee or any License Fees, or any portion thereof.

15. NOTICES

15.1 Notices: Any notice required or permitted to be given under the terms of this Agreement shall be in writing and given by personal delivery or sent by registered mail, postage prepaid, or by fax, to Casino Marketing S.A. at 40th Street, 2 d Avenue, Suite 20 8, San Jose, Costa Rica and in the case of the Licensee at the following address: _____.
Either party may change its address for notice by notice to the other party in the manner prescribed above. Any notice given pursuant to this Section shall be deemed to have been received on the date actually received.

16. GENERAL

16.1. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of Costa Rica and the parties attorn to the courts of Costa Rica in respect of the enforcement or interpretation of this Agreement.

16.2. Survival: The provisions of Sections 4, 5, 9, 10, 11, 12, and 14 shall survive any termination of this Agreement until expressly waived in writing by the party for whom they are of benefit or terminated by a further written agreement of the parties.

16.3. Enforceability: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the agreement and the other provisions and the remaining part thereof of that provision shall remain in full force and effect.

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16.4. Further Assurances: The parties agree to do all such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.

16.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

16.6. Remedies: The remedies expressly stated in this Agreement shall be in addition to and not in substitution for those generally available at law or in equity.

16.7. Waiver: No waiver of any provision of this agreement by a party shall be enforceable against that party unless it is in writing and signed by an authorized officer of that party.

16.8. Assignment: Neither party may assign this Agreement nor the rights granted hereunder without the prior written consent of the other which consent shall not be unreasonably withheld; provided that either party may assign this Agreement to a successor corporation in the event of a merger or other reorganization in which it is not the surviving entity; and provided further that Licensor may assign all or any part of its rights under this Agreement to a parent, affiliate or wholly-owned subsidiary; provided that any such organization is able to perform under this Agreement and agrees to be bound by the terms hereof.

16.9. Counterparts: This Agreement may be executed simultaneously in two or

more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16.10. Publicity: Licensee shall not refer to Gamingtech Corporation, the Licensor nor to this Agreement in public releases or advertising without securing the prior written approval of Gamingtech Corporation or the Licensor, as the case may be.

16.11. Independent Contractors: The parties to this Agreement are independent contractors. No relationships of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partner or joint venturers is established hereby between the parties. Neither party has the authority to bind the other nor incur any obligation on its behalf. Licensor shall not take part in, have any control over or participate in the Business, it being the express intention and understanding of the parties that the Licensee shall conduct the Business and that Licensor supply the Software only as described herein. The payment by the Licensee of License Fees as provided in Clause 5.2 shall not, and the parties hereto confirm and agree that the same shall not constitute any nor be construed as any participation in the business of the Licensee by Licensor.

16.12. Force Majeure: Notwithstanding anything to the contrary contained in this Agreement, the failure or delay in performance by either Licensor or the Licensee, other than the performance of payment obligations, shall be excused to the extent it is caused by an event beyond the party's control, provided that the party prevented from or delayed in rendering performance notifies the other party immediately and in detail of the commencement and nature of such cause, and provided further that such party uses its best efforts to render performance in a timely manner, utilizing to such ends all resources reasonably required in

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the circumstances. If such event continues beyond sixty (60) days, either party may terminate this Agreement.

16.13. Gamingtech: The parties acknowledge that Gamingtech Corporation is not a party to this Agreement and that there is no privity of contract between Gamingtech Corporation and the Licensee. The parties at knowledge that the rights of Gamingtech Corporation as provided for or referred to herein shall nonetheless be exercisable by Gamingtech Corporation directly or through the Licensor and any attempt to enforce such rights directly or indirectly shall be considered lawful and enforceable by the Licensee.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

CASINO MARKETING S.A.

Per: _____

Per: _____

Name: _____

Title: _____

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SCHEDULE "A"

The software is a Java based virtual casino identified as a package called CasinoCasino which resides on a Gamingtech Corporation server located at Belize City, Belize.

SCHEDULE "B "

End User License Agreement

A. ELIGIBILITY:

1. The casino is restricted to individuals of legal age of majority only. You cannot play under any circumstances if you are not at least eighteen years of age. Minors may not play. Participation in the activities and games of the Internet casino is open only to the residents of those jurisdictions where such participation is legal and not prohibited. Participation in the activities and the games of the Internet casino is void wherever prohibited by law.
2. Player understands that the game is for entertainment value only. Player understands and acknowledges that no purchase is necessary or required to play the games. If a player wishes to play without betting money, he/she may do so, on the free site only.
3. Employees of the Internet casino, the company, its licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in the games.

B. OTHER CONDITIONS

Player is not required to participate in the Game and such participation, if elected by Player, is at Players sole option, discretion and risk. Materials of the game (whether electronically obtained or obtained by other means) are automatically void if counterfeited, mutilated, forged, altered or tampered with in any way, if illegal, mechanically or electronically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, electronic or any other errors. Any and all materials submitted for prize claims become the property of the company and will not be returned. The company is not responsible for lost, late, illegal, incomplete, damaged, mutilated, misdirected, or postage due mail, requests, prize claims or entries. Liability for materials of the game containing any error is limited to replacement. Errors due to the computer hardware and software is the sole responsibility of the of the end user, not the company. No refunds shall be given. Taxes, if any, on any prize is players sole responsibility. By accepting prize and/or winnings, Player consents to use his/her name for advertising and promotional purposes without additional compensation except where prohibited by law. Player, by acceptance of prize, acknowledges compliance with all rules herein. The company makes no representations or warranties, implicit or explicit, as to the legal right for player to participate in the game nor shall any of the companies employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers have the authority to make any such representations or warranties. The company shall not be required to maintain user names or passwords and if player misplaces, forgets, loses, or is otherwise unable to enter the Internet casino because of anything other than company error, if a player should give away, tell, share or lose their account number and password, the Internet casino will not be responsible and will not be held liable for any claims regarding that account. The terms and conditions contained herein may be modified and/or amended only by the company posting such modification and/or amendments in the Terms and Conditions section of the website. The company shall not be liable for computer malfunctions nor attempts by player to participate in the game by methods, means or ways not intended by the company. The company reserves the right to cancel players account for any reason and issue any

balance in players account at the time of such cancellation. The terms and conditions contained herein represents the complete, final and exclusive agreement between the player and the company.

C. PLAYER AGREES AND BECOMES A PARTY TO THE RULES

By entering the website, opening an account at the website, playing the casino, use and reuse of such an account, participation in the game, or acceptance of

any prize, player hereby represents, warrants and certifies all of the following:

1. Player fully understands, agrees to, becomes a party to and shall abide by all rules, regulations, terms and conditions contained herein and as such rules, regulations, terms and conditions may change from time to time.
2. Player is over the age of legal majority, i.e. player is an "adult" as that term is legally defined in player's jurisdiction
3. Player shall not allow any other person or third party including, without limitation, any minor, to use or reuse players account, access and/or use any materials or information from the website, accept any prize, or participate in any games.
4. Player has the full, complete and unrestricted legal right to participate in the game and players participation in the game is not prohibited in the players Jurisdiction.
5. Player does not find the game or the website to be offensive, objectionable, unfair, nor indecent.
6. Player understands that the game is for entertainment value only. Player understands and acknowledges that no purchase is necessary or required to play the game. If a player wishes to play without betting money, he/she may do so, on the free site only.
7. Player shall hold the company, its employees, officers, director, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents and retailers harmless and shall indemnify the same form any and all cost, expenses, liabilities and damages whatsoever that may arise as a result of the players:
 - (i) entry, use, or reuse of the website
 - (ii) use of any materials at the website
 - (iii) entry, use or reuse of the casino server
 - (iv) participation in the game, or
 - (v) the acceptance of any prize
8. Player understands that the terms Internet casino are the trademarks, service marks, and trade names of the companies and player obtains no rights to such terms, nor any other terms, graphics, text, concepts or methodologies, using the website and the material contained therein.
9. Players interest in the game and the website is personal, and not professional. Players entering the casino is solely for the players own personal entertainment and any other entrance, access, use or reuse of the casino or the website is strictly prohibited.
10. Player shall periodically review at a rate not less than once monthly these terms and conditions of the Internet casino posted at the website.

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11. Players shall not have any cause or right of action for damages or otherwise against Licensor, the owner of the gaming software or any of its associates, affiliates, parent or subsidiary corporations and the Player hereby expressly waives any and all such causes or rights of action.
12. Players shall not participate in the games, open, use or reuse an account, enter the website, or the casino, nor accept any prize if player does not fully understand, agree to, become a party to, and shall abide by, without exception, all rules, regulations, terms and conditions contained herein and as such rules, regulations, terms and conditions may change from time to time.

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SCHEDULE "C"

Description of Casino Casino Software

Casino Casino is a JAVA based Internet casino software package that allows customers to set up and operate an Internet based casino site subject to proper

licensing, hardware and bandwidth to be supplied by the customer. Casino Casino offers the following games: Blackjack, Caribbean Poker, Slots (4 different types), Roulette, Craps, and Video Poker (4 different types). Casino Casino was designed to operate over the Internet with no requirement for downloading of any software in advance. This is made possible by using the JAVA development platform, which will operate on any personal computer that is connected to the Internet. The Casino Casino software consists of three main daemons or servers, namely Games, Commerce and Bank. Further descriptions of each are contained herein. All three daemons are thread based, any new requests start a new thread. Once the service is finished the thread is terminated. Since the lifetime of the thread is minimal the overhead of a large number of players is minimal. The Software is designed for optional performance with the Internet Explorer 4.0 or higher browser. While compatible with other browsers, the Software may display irregularities using such browsers and will display anomalies if a User is behind a firewall or proxy server. The JAVA code compiled is most compatible with IE4.0's ire (JAVA Run time Environment) native to each browser.

1. The gaming engine is responsible for running the random number generator (RGN) used in all the games. The advantage of this central engine is that as new games are developed they can be plugged into this central engine, with out the need for a complete re-write. The number generator is based on the "lagged Fibonacci method". The initial seed is also randomly generated using standard Java calls to obtain a number between 0 and 2^{32} (-4 billion). This action occurs on the server side to which the player has no access. If a player disconnects during a game, ie: blackjack, then the player is awarded a loss.

2. The database engine keeps track of all the players and gaming transactions and adheres to the RDBMS & object orientated computing environment. All transactions are tracked by administrative software that is based on Microsoft SQL. Player information is available to the casino operator, online using a loaded java applet, that operates in the Microsoft Internet Browser. Operators can generate certain reports on the status of players, actual bank transactions with flags and the status of the games. The operator is provided access to this database by entering a username and password to ensure security. Multiple on-line reports can be generated simultaneously because each query will launch a new Internet window. Operators can be on-line and monitor any or all players in real time by refreshing their view windows as often as required and some of the reports that are required to be monitored continuously are set to auto-refresh every one minute.

Operators can also add or remove players from the site, issue credits or debits and check the overall performance of all the games -and players per game by date or historically.

3. The commerce engine is responsible for interfacing to the credit card processor. The player must fill out an on-line application provided by the Casino Casino software package that includes all relevant address and contact information. The player is instructed to select a password. After the form is completed the player is issued a username by the Commerce software which forwards the details to the auto-email engine which sends out a "welcome to casino" email message with

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username and password. The player logs in through the browser using the username and password. The player is now presented with the option to register a credit card from which funds will be debited to play the casino games. The credit card number and expiry date as well as the customer information are stored together on the Commerce server in a SQL database format. The player then can deposit funds into his/her account to use at any or all of the games offered by the Casino Casino software. At this point the software will forward the customer information and the credit card information to an online credit card processing facility (for example Secure Bank.com) This third party is responsible for validating the credit card and customer information through a "scrubbing" process. If the customer is in good standing a message will be sent back to the Commerce server and the customer will be notified that the funds are available and can begin gaming immediately. If the customer does not pass the credit test, he is notified that the transaction has failed and he is unable to proceed.

Adequate bandwidth or connection speed is required for proper operation and maintenance of the Casino Casino Software,

The operating parameters for each game are as follows:

Blackjack: There are 8 decks in the dealing shoe. The shoe is reshuffled approximately 3/4 of the way through but not always at the same place. The RNG will generate the shuffle location as the deck approaches the 3/4 mark. Also if the player leaves the game and re-enters a re-shuffle will occur. This adheres to standard Las Vegas rules including, double down on any hand, split any same cards, double down on splits and insurance. There is no surrender.

Caribbean Poker: This is a single deck shoe and is re-shuffled after every hand. The game uses the standard Las Vegas rules for payout.

Slots: The payout of the slots is governed by the number of graphic icons on the wheels and the use of the RNG. There are three wheels and the RNG is used to stop each of the wheels at different locations. Adjustment of the odds is hardcoded.

Video Poker: Video poker is a single deck deal and is re-shuffled after every play. The game uses the standard Las Vegas rules for payout, as posted on each of the machines. Players may throw away the whole hand if they wish.

Roulette: The roulette uses the RNG for each wheel spin. As long as the player stays on the game the game will list, on the left side of the display window, a history of the numbers that have been generated by the game. The list is 15 numbers long. The 16th number will be displayed at the top of the list and the 1st number will be dropped from the list. The minimum bet is 5 dollars and the max bet is 100 dollars.

Craps: The RNG is used for each roll of the dice. The payout is set as per the rules of Craps, Las Vegas.

The Licensee shall assume all responsibility for any and all security issues relating to the use of the Software in connection with the Business. Any adjustments to the home page, graphics, etc, are the responsibility of the casino operator.

Exhibit 6.5

LICENSE AND PROGRAMMING AGREEMENT

THIS AGREEMENT, (hereinafter, "the Agreement") is made on this 10/th/ day of August, 1999, (the "Effective Date"), by and between ASF Software Inc. a corporation organized and existing under the Belize International Business Companies Act 1990, Central America, and having its principal place of business at Island Galleria, Coconut Drive, Ambergris Cay, San and Poker.com Inc. with its head office at Suite 1502- 1166 Alberni Street, Vancouver, British Columbia, Canada.

WHEREAS, the Company has experience in the development of software for Internet gaming.

WHEREAS, the Site desires to license from the Company and operate the Company's Software for all internet gaming site as further described herein.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. Entire Agreement

This Agreement, including all appendixes and referenced attachments, constitutes the entire agreement between Site and Company and supersedes all proposals, agreements, oral and written, between the parties on the subject matter.

2. Software License and Other Services

The Company herewith agrees to provide the following services (including the software licenses as set forth below, the "Services") on a non-exclusive basis and subject to these terms and conditions.

a. License

The Company shall provide a software license, subject to the provisions of sub paragraph 2(c). below, (hereinafter referred to as the "License") for use of the Company's current version of its Back End Management System which includes a Communications Server Program, a Player Database System using MS SQL and the capability to interface the Player Database System to UniClick Check, Master merchant Credit Card processing system, hereinafter referred to as the ("Software"). Furthermore, the Company shall provide from time to time as the Company deems necessary, updates or enhancements to the current features provided in the Software free of charge.

b. Hardware Compatibility

The Company agrees the Software as delivered shall load and operate on a minimum computer equipment configuration as listed herein below:

Data Server: A Pentium Pro 333 Mhz computer with a 16 gigabyte SCSI RAID hard disk and 512K RAM.

Game Server: A Pentium 300 Mhz computer with a 2 gigabyte hard disk and 256K RAM.

The Site shall provide its own hardware meeting or exceeding these requirements-

Network and Database. The network software must be Microsoft Windows NT version as directed by the Company and using a Microsoft SQL database.

c. Usage and Distribution

The Company shall grant usage and distribution rights to the Site on a non-exclusive basis as follows:

- 1) The rights to use a copy of the Software utilizing a URL in a legal jurisdiction for the Site.
- 2) The unlimited right to use, distribute, or sub-license the Client

Games.

Except as specifically set forth above, the Site shall not copy or distribute or cause to be copied or distributed the Software for any other purpose except as provided herein without the written consent of the Company.

3. Performance of Services

The Services provided herein and the manner in which the Services are to be performed and the specific hours to be worked by the Company shall be determined by the Company. The Site shall rely on the Company to work as many hours as may be reasonably necessary to fulfill the scheduling obligations under this Agreement.

4. Delivery and Installation

Both parties understand time is of the essence and shall make their best efforts to expedite the delivery of the Software as follows:

a. Delivery Schedule

The Company shall deliver or cause to be delivered the Company's current Client Server program upon the receipt of the 501A License payment due upon signing of this Agreement.

b. Site Preparation and Installation

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The Company shall load and certify the installation of the Software on hardware provided by the Site. The Site shall reimburse the Company for any out-of-pocket expenses associated with travel and subsistence for this effort.

5. Acceptance

Acceptance of the Software shall occur upon delivery of the Software as set forth in paragraph 4(a).

6. Limited Warranty and Legality

Upon delivery, the Company acknowledges to the best of its ability that the Software is free of defects or imperfections for a period of ninety days from delivery. Any errors that create on screen error messages and which can be reproduced by the Site on the Company's or mutually agreeable test computer system that are found in the delivered Software during the warranty period shall be corrected in a reasonable time frame, as determined by industry standards, at the Company's expense. Furthermore, the Company warrants & represents that the games are based on standard random number generation and that the Software has not been modified to the favor of any specific player or the Site. At the Site's option and sole expense the Site may select an Internationally recognized Accounting & Consulting firm to view the Software Source Code and verify the randomness of the random number generators at the offices of the Company.

The Company shall only be responsible for errors that are reproducible in the Software as delivered by the Company, and not for any errors created because of Other programs, hardware, or changes not made by the Company.

Company hereby disclaims all other warranties of any kind as to the Software whether stated or implied, including any warranty of merchantability or fitness for a Particular purpose, even if the Company has been advised of that purpose.

The Site has conducted an independent investigation into the legality of the intended use of the Software and hereby releases Company from any responsibility with respect to any Present or intervening illegality of such use.

Site shall indemnify and hold Company harmless Company and all claims, liability or damage arising from or related to any alleged or actual illegal use of the Software. In the event of any such illegality, Site shall not be excused from its obligations to the Company hereunder.

7. Payment to Company.

All Payments shall be made by the Site to the Company as provided herein below:

a. Software License

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1) The License price for the Software, hardware and Client Games shall be One Hundred and Thirty Five Thousand U.S. Dollars payable as follows; Fifty percent upon the Signing of this Agreement Twenty-five percent within 14 day of the Effective Date and Twenty-five percent to be paid

within 30 days from the Effective Date.

2) A continuing license fee equal to twenty percent of all revenues derived from the use of the Software at the Site less payments to customers shall be paid to the Company for ongoing Software support and upgrades to the existing Software.

b. Payments After Termination

Upon termination of this Agreement for any reason other than the default of the Company, the Company shall be entitled to payments and Partial Payments that occurred prior to the date of termination and for which the Company has not yet been paid.

Furthermore, all Services and Schedules provided herein by the Company shall be suspended if any payments, fees or invoices are in arrears and shall remain suspended until such time the arrears have been paid or until the Company elects to continue working with the Site.

8. Expenses of Company

The Company "I be entitled to reimbursement from the Site for reasonable and mutually agreeable travel expenses, if any, that relate to this Agreement.

9. Term/Termination

a. Term

The Term hereunder shall begin upon the Effective Date and shall continue for a period of one year, and automatically be renewed annually unless terminated in writing by either party giving the other party 90 days notice, and for as long as either party is not in default of this Agreement. Both parties agree that the License and Confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

b. Default

Either party has the right to terminate this Agreement if the other party breaches or is in default of its obligations hereunder and such default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).

c. Acts of Insolvency

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The Company may terminate this Agreement by written notice to the Site if the Site becomes insolvent, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If Company becomes insolvent, is placed in receivership, or in Bankruptcy, this Agreement will terminate but Site may without further compensation retain the License and distribution rights granted herein to the Software.

d. Force Majeure Event

In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural

disasters; or communications line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform, has not been affected may, by giving written notice, terminate this Agreement.

However, delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration Of such Events; any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such Event.

e. Return of Software

Should this Agreement be terminated by Company on account of Site's default pursuant to this Agreement, the Company may repossess any and all the Services by directing Site in writing to deliver all records, notes, data, memoranda, of any nature that am in their possession or under their control within thirty (30) days to the Company and at Site's expense to the nearest convenient location of the Company.

10. Relationship of Parties

11 is understood by the Parties that the Company is an independent contractor with respect to the Site, and not an employee of the Site. The Site shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for the benefit Of the Company. Furthermore, it is understood and agreed by the parties that for a period of two years the Site shall not hire, or contract with or in any manner have any of the Company's employees work for the Site without prior written approval of the Company.

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11. Consequential Damages

In no event shall either party be liable for consequential damages caused by the other party unless there is negligence by either party.

12. Intellectual Property

Except as otherwise provided for herein, the following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Site's Intellectual Property

The Site shall not hold any interest in any Intellectual Property except for Copyrights of the site for Graphic or Graphics Design created by or for the Site.

b. Development of Intellectual property

Any items of Intellectual Property discovered or developed by the Company (or the Company's employees) for the benefit of the Site during the term of this Agreement shall automatically become the property of the Company.

Furthermore, software features specifically developed by the Company for and paid by the Site shall be deemed the intellectual property of the Company, however, if there are to be any exclusivity and royalty conditions regarding such features, those conditions shall be mutually agreed in writing before such development begins.

13. Confidential and Proprietary information

Both parties recognize that they have and/or shall have copyrights, products, costs. business affairs, trade secrets, technical information, product design information, and other Proprietary information (collectively, "Information" which are valuable, special and unique assets.

a. Site's Business information

The Company agrees that the Company shall not knowingly distribute, either orally or written, any Information of the Site, including specific operational statistics or results, to a third party without the prior written approval of the Site.

b. Company's Intellectual property

The Site agrees that the Software provided by the Company to the Site are the sole Property of the Company regardless of any payments, fees or other considerations made to the Company by the Site.

c. Unauthorized Disclosure of Information

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If it appears that either party has disclosed (or has threatened to disclose) Information in violation of this Agreement, the other party shall be entitled to an injunction to restrain the other party from disclosing, in whole or in part, such Information, or from providing any Services to any party to whom such Information has been disclosed or may be disclosed pending resolution for any arbitration filed to resolve a dispute as it relates to this Agreement. Neither party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

d. Confidentiality After Termination of Agreement

The confidentiality provisions of this Agreement shall remain in M force and effect after the termination of this Agreement A violation of subparagraphs 13(a). or 13(b). above shall be a material violation of this Agreement.

14. Return of Records

Upon termination of this Agreement, both Party's shall deliver all records, notes, data, memoranda, of any nature that am in their possession or under their control and that are the other Party's property or relate to the other Party's business operations.

15. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Attn: Ramon Nunez

Company: ASF Software

Island Galleria, Coconut Drive

Ambergris Cay, San Jose, Belize, Central America

Attn: Nancy Ross

Site: Antico Holdings AVV

c/o First independent Trust (Aruba) AVV

Sun Plaza, L.G. Smith Blvd. 160

Oranjestad. Aruba

Such addresses may be changed from time to time by either party providing written notice in the manner set forth above.

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16. Amendment

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If arbitration finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Waiver

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

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

19. No Contingencies or Changes

It is agreed by the Company that tile Software has been created and is not contingent upon uncertain events or engineering which shall not have occurred until after the contract is awarded. This does not include changes requested by the Site or other factors that are not under the Company's direct control.

20. Taxes

Site shall pay all taxes arising from the sale of the Software, except for any tax based on Company's income.

21. Assignment

Neither party shall assign or subcontract its obligations under this Agreement, in whole or in part, or any interest therein, without the other party's written consent Such consent shall not be unreasonably withheld.

22. Miscellaneous

a. Applicable Law

This Agreement shall be governed by the laws of the Country of Belize.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and do each hereby warrant and represent that their respective signatory whose

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signature appears below has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement and have caused this Agreement to become effective as of the date first above written.

ASF Software, Inc. of Belize

By: /s/ Ramon Nunez

Ramon Nunez,
Title: President

Attest: /s/ Jose Sosa

Name: Jose Sosa
Title:

By: /s/ Michael Jackson

Name: Michael Jackson
Title: Director

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM FINANCIAL STATEMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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