

# LINIU TECHNOLOGY GROUP

## FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 08/24/17

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**LINIU TECHNOLOGY GROUP**

(Exact name of registrant as specified in its charter)

Cayman Islands  
(State or other jurisdiction of  
incorporation or organization)

N/A  
(I.R.S. Employer  
Identification Number)

**18/F, Shangcheng International Building,  
Tianhe North Road, Guangzhou, China**  
(Address of Principal Executive Offices) (Zip Code)

**Consulting Agreement between LiNiu Technology Group and Zhang Yawei dated August 14, 2017**

(Full title of the plan)

**Wang Shun Yang, Chief Executive Officer  
18/F, Shangcheng International Building,  
Tianhe North Road, Guanzhou, China  
852-2111-9220**

(Name, address and telephone number, including area code, of agent for service)

*Copy to:*

**Mitchell S. Nussbaum, Esq.  
Giovanni Caruso, Esq.  
Loeb & Loeb LLP  
345 Park Avenue  
New York, NY 10154  
212-407-4000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>		Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	(Do not check if a smaller reporting company)	Smaller Reporting Company	<input type="checkbox"/>
			Emerging growth company	<input type="checkbox"/>

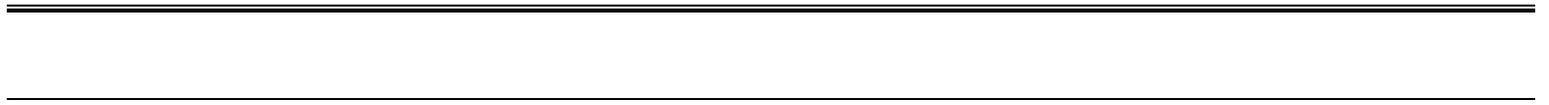
If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary Shares, par value \$0.0001 per share	1,200,000	\$ 0.21(2)	\$ 252,000	\$ 30.00

(1) Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended, this Registration Statement covers an intermediate number of securities to be offered as a result of an adjustment from stock splits, stock dividends or similar events.

(2) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee based on the average of the high and low sales prices of the Company’s ordinary shares on the Nasdaq Capital Market on August 23, 2017.



## LINIU TECHNOLOGY GROUP

### INTRODUCTION

The purpose of this Registration Statement on Form S-8 of LiNiu Technology Group, a Cayman Islands corporation (“we,” “us” or the “Company”), is to register 1,200,000 ordinary shares of the Company, par value \$0.0001 per share.

#### PART I

##### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

###### ITEM 1 Plan Information.

On August 14, 2017, we entered into a Consulting Agreement with Zhang Yawei to provide product marketing services to the Company. In consideration for these services, the Company agreed to issue 1,200,000 ordinary shares to Ms. Zhang.

###### ITEM 2 Registration Information and Employee Annual Information.

Pursuant to Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”), the documents containing the information specified in Part I of Form S-8 (of which this prospectus is a part) will be sent or given to Ms. Zhang. This document and the documents incorporated by reference in this registration statement pursuant to Item 3 of Part II of the registration statement of which this prospectus is a part, taken together, constitute the Section 10(a) Prospectus. We will provide to Ms. Zhang without charge, upon written or oral request, copies of the documents incorporated by reference in the registration statement of which this prospectus is a part. Any such request for documents should be directed to: Wang Shun Yang, LiNiu Technology Group, 18/F, Shangcheng International Building, Tianhe North Road, Guanzhou, China. Mr. Wang can also be reached at 852-2111-9220.

#### PART II

##### INFORMATION REQUIRED IN REGISTRATION STATEMENT

###### ITEM 3 Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the “Commission”) are hereby incorporated by reference into this Registration Statement:

- (a) The Company’s Annual Report on Form 20-F for the fiscal year ended December 31, 2016 as filed with the Commission on May 1, 2017;
- (b) The Company’s Report on Form 6-K as filed with the Commission on February 13, 2017;
- (c) The Company’s Report on Form 6-K as filed with the Commission on March 3, 2017;
- (d) The Company’s Report on Form 6-K as filed with the Commission on March 14, 2017;
- (e) The Company’s Report on Form 6-K as filed with the Commission on March 23, 2017;
- (f) The Company’s Report on Form 6-K as filed with the Commission on April 26, 2017;
- (g) The Company’s Report on Form 6-K/A as filed with the Commission on May 15, 2017;
- (h) The Company’s Report on Form 6-K as filed with the Commission on June 1, 2017;
- (i) The Company’s Report on Form 6-K as filed with the Commission on June 22, 2017;

- (j) The Company's Report on Form 6-K as filed with the Commission on July 12, 2017;
- (k) The Company's Report on Form 6-K as filed with the Commission on August 1, 2017;
- (l) The Company's Report on Form 6-K as filed with the Commission on August 8, 2017; and
- (m) The description of the Company's ordinary shares contained in its Post-Effective Amendment on Form F-3 to Registration Statement on Form F-1, as amended, under the Securities Act of 1933, as amended (the "Securities Act"), as originally filed with the Commission on May 31, 2011 (Registration No. 333-166860) under the heading "Description of Securities" and any amendment or reports filed for the purpose of updating such description.

In addition, except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date hereof and prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents with the Commission. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in a subsequently filed document incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Registration Statement.

ITEM 4 Description of Securities.

Not applicable.

ITEM 5 Interests of Named Experts and Counsel.

Not applicable.

ITEM 6 Indemnification of Directors and Officers.

Cayman Islands law provides that a corporation may indemnify its directors and officers as well as its other employees and agents against judgments, fines, and amounts paid in settlement and expenses, including attorneys' fees, in connection with various proceedings, except where there has been fraud or dishonesty or willful neglect or willful default. Our Second Amended and Restated Memorandum and Articles of Association provide that each member of our Board of Directors, officer and agent shall be indemnified out of our assets against any liability incurred by him or her as a result of any act or failure to act in carrying out his or her functions other than such liability (if any) that he or her may incur by his or her own fraud or willful default and that no such director, agent or officer shall be liable to us for any loss or damage in carrying out his or her functions unless that liability arises through the fraud or willful default of such director, officer or agent. Our Second Amended and Restated Memorandum and Articles of Association do not eliminate any of our director's fiduciary duties. The inclusion of the foregoing provision may, however, discourage or deter shareholders or management from bringing a lawsuit against directors even though such an action, if successful, might otherwise have benefited us and our shareholders. This provision, however, will not eliminate or limit liability arising under United States federal securities laws.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in that act and is therefore unenforceable. It should be noted, however, that the opinion of the SEC is not binding on courts and courts, particularly those of jurisdictions other than the United States, may determine otherwise.

We have entered into indemnification agreements separately with each of our current directors and officers that provide, in consideration of the director or officer continuing to serve us in his current capacity, for us to indemnify, and advance expenses to, him or her to the fullest extent permitted by law in effect on the date of execution of the agreements or to such greater extent as applicable law may thereafter permit. The rights of indemnification apply if, by reason of such person's position as an officer or director of us or any of our subsidiaries, he or she was or is threatened to be made, a party to any threatened, pending or completed legal proceeding. With respect to proceedings other than one brought by or in our right (i.e., a shareholders' derivative proceeding), the indemnification covers expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the indemnified person or on his or her behalf in connection with any such proceeding or any claim, issue or matter therein, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to our best interests, and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. With respect to proceedings brought by or in our right, the indemnification covers expenses and amounts paid in settlement (such settlement amounts not to exceed, in the judgment of our board of directors, the estimated expense of litigating the proceeding to conclusion) actually and reasonably incurred by him or her or on his or her behalf in connection with any such proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to our best interests. However, no indemnification against such expenses or amounts paid in settlement shall be made in respect of any claim, issue or matter in any such proceeding as to which indemnified person has been adjudged to be liable to us if applicable law prohibits such indemnification unless the court in which such proceeding shall have been brought, was brought or is pending, shall determine that indemnification against expenses or amounts paid in settlement may nevertheless be made by us. We will advance an indemnified person reasonable and substantiated expenses, judgments, penalties and fines and amounts paid in settlement in advance of a final determination of liability upon such person agreeing to repay amounts advanced in the event of an ultimate determination that he or she is not entitled to be indemnified with respect to the amounts advanced. The rights of the indemnitees under the agreements are not deemed exclusive of any other rights they may be entitled to under applicable law, our memorandum and articles of association, any agreement, vote of shareholders or resolution of directors or otherwise. Each agreement will remain in effect until the later of ten years after the date the indemnitee shall have ceased to serve as a director or officer or the final determination of all pending proceedings.

ITEM 7 Exemption from Registration Claimed.

Not applicable.

ITEM 8 Exhibits.

**Exhibit  
Number**

**Description**

4.1	Consulting Agreement between LiNiu Technology Group and Zhang Yawei dated August 14, 2017.
5.1	Opinion of Maples and Calder.
23.1	Consent of UHY LLP, independent registered public accounting firm.
23.2	Consent of Maples and Calder (contained in its opinion filed as Exhibit 5.1 to this Registration Statement).
24.1	Power of Attorney (contained on the signature page to this Registration Statement).

ITEM 9 Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement; and

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(e) The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned in Guangzhou, People's Republic of China, on this 24<sup>th</sup> day of August, 2017.

### LINIU TECHNOLOGY GROUP

By: /s/ Lam Chou In

Name: Lam Chou In

Title: Co-Chief Executive Officer

### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Lam Chou In and Yip Cheuk Fai, jointly and severally, her or his attorneys-in-fact, each with the power of substitution, for her or him in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-8, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Lam Chou In</u> Lam Chou In	Co-Chief Executive Officer and Director (Principal Executive Officer)	August 24, 2017
<u>/s/ Yip Cheuk Fai</u> Yip Cheuk Fai	Chief Financial Officer and Director (Principal Accounting and Financial Officer)	August 24, 2017
<u>/s/ Wang Shun Yang</u> Wang Shun Yang	Co-Chief Executive Officer and Director	August 24, 2017
<u>/s/ James R. Preissler</u> James R. Preissler	Director	August 24, 2017
<u>/s/ Peter Li</u> Peter Li	Director	August 24, 2017
<u>/s/ Fong Weng Nam</u> Fong Weng Nam	Director	August 24, 2017
<u>/s/ Yeung Lun, Allan</u> Yeung Lun, Allan	Director	August 24, 2017
<u>/s/ Joao Manuel Santos Ferreira</u> Joao Manuel Santos Ferreira	Director	August 24, 2017
<u>/s/ David Wong</u> David Wong	Director	August 24, 2017

## Exhibit Index

Exhibit Number	Description
4.1	Consulting Agreement between LiNiu Technology Group and Zhang Yawei dated August 14, 2017.
5.1	Opinion of Maples and Calder.
23.1	Consent of UHY LLP, independent registered public accounting firm.
23.2	Consent of Maples and Calder (contained in its opinion filed as Exhibit 5.1 to this Registration Statement).
24.1	Power of Attorney (contained on the signature page to this Registration Statement).

**CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the “Agreement”) dated this 14th day of August, 2017**

**BETWEEN:**

LINIU TECHNOLOGY GROUP of 18/F Shangcheng International Building,  
Tianhe North Road, Guangzhou, China  
(the “Client”)

**- AND -**

Yawei Zhang 4-2-502, Ronghua yuan, Wusheng RD, Qiaokou, Wuhan, Hubei, China  
(the “Contractor”)

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) consisting of:

General Products Marketing consulting services:

- i. Prepare product introduction, website advertisement, product campaign presentation;
- ii. Redesign website visual effect including product layout, product introduction, slogan, etc.;
- iii. Release product advertisement through different channels, for instance, TV, broadcast and other websites;
- iv. Implement better algorithm to improve the performance of database including but not limited to product data, client data and vender data.

- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**Term of Agreement**

- 3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days’ written notice to the other Party.

**Performance**

- 5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
-

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

7. For the services rendered by the Contractor as required by this Agreement, the Client will release the compensation (the "Compensation") to the Contractor of 1,200,000 free trading shares in total upon signing this Agreement.

### **Confidentiality**

8. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
9. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement.
10. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Ownership of Intellectual Property**

11. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
12. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### **Return of Property**

13. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **Capacity/Independent Contractor**

14. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

### **Notice**

15. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
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- a. LINIU TECHNOLOGYGROUP.

18/F Shangcheng International Building, Tianhe North Road, Guangzhou, China

- b. Yawei Zhang

4-2-502, Ronghua yuan, Wusheng RD, Qiaokou, Wuhan, Hubei, China

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **Indemnification**

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **Modification of Agreement**

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Time of the Essence**

18. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Assignment**

19. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **Entire Agreement**

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **Enurement**

21. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **Titles/Headings**

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **Gender**

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
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**Governing Law**

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 9th day of August, 2017.

LINIU TECHNOLOGY GROUP. (Client)

Per: /s/ Wang Shun Yang

/s/ Yawei Zhang

Yawei Zhang (Contractor)

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Our ref MUL/636232-000002/52304516v2

LiNiu Technology Group  
PO Box 309, Uglan House  
Grand Cayman  
KY1-1104  
Cayman Islands

24 August 2017

Dear Sirs

### LiNiu Technology Group

We have acted as Cayman Islands counsel to LiNiu Technology Group (the "**Company**") to provide this legal opinion in connection with the Company's registration statement on Form S-8, including all amendments or supplements thereto (the "**Form S-8**"), filed with the United States Securities and Exchange Commission (the "**Commission**") under the United States Securities Act of 1933 (the "**Act**"), as amended (the "**Registration Statement**") relating to the reservation for issuance of 1,200,000 ordinary shares of US\$0.0001 par value each of the Company (the "**Shares**") to be issued pursuant to the terms and conditions of the Consulting Agreement dated 14 August 2017 between the Company and Yawei Zhang (the "**Agreement**").

### 1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents, and such other documents as we deem necessary:

- 1.1 The certificate of incorporation dated 24 September 2007, the certificate of incorporation on change of name dated 8 February 2010, the certificate of incorporation on change of name dated 30 September 2013, the certificate of incorporation on change of name dated 25 April 2017 and the fourth amended and restated memorandum of association and the second amended and restated articles of association of the Company adopted on 24 April 2017 (the "**Memorandum and Articles**").

**Maples and Calder**

75 St. Stephen's Green Dublin 2 Ireland

Tel +353 1 619 2000 Fax +353 1 619 2001 Dlx13 Dublin [maplesandcalder.com](http://maplesandcalder.com)

Partners: Liam Carney, Stephen Carty, Brian Clarke, Paul Dobbyn, Andrew Doyle, Mary Dunne, Elaine Keane, David Maughan, Barry McGrath, Edward Miller, Nollaig Murphy, Conor Owens, Andrew Quinn, Colm Rafferty, Alasdair Robertson, Dudley Solan, Peter Stapleton, Carol Widger

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- 1.2 The minutes (the "**Minutes**") of the meeting of the board of directors of the Company held on 16 August 2017 (the "**Meeting**"), the written resolutions of the board of directors of the Company date 19 August 2017 (the "**Resolutions**") and the corporate records of the Company maintained at its registered office in the Cayman Islands.
- 1.3 A certificate of good standing with respect to the Company issued by the Registrar of Companies (the "**Certificate of Good Standing**").
- 1.4 A certificate from a director of the Company a copy of which is attached to this opinion letter (the "**Director's Certificate**").
- 1.5 The Agreement.
- 1.6 The Registration Statement.

## **2 Assumptions**

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Director's Certificate and the Certificate of Good Standing. We have also relied upon the following assumptions, which we have not independently verified:

- 2.1 The Agreement has been or will be authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance with all relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).
- 2.2 The Agreement is, or will be, legal, valid, binding and enforceable against all relevant parties in accordance with its terms under the laws of the State of California (the "**Relevant Law**") and all other relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).
- 2.3 The choice of the Relevant Law as the governing law of the Agreement has been made in good faith and would be regarded as a valid and binding selection which will be upheld by the courts of the State of California (the "**Relevant Jurisdiction**") and any other relevant jurisdiction (other than the Cayman Islands) as a matter of the Relevant Law and all other relevant laws (other than the laws of the Cayman Islands).
- 2.4 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.
- 2.5 All signatures, initials and seals are genuine.
- 2.6 The capacity, power, authority and legal right of all parties under all relevant laws and regulations (other than, with respect to the Company, the laws and regulations of the Cayman Islands) to enter into, execute, unconditionally deliver and perform their respective obligations under the Agreement.

- 2.7 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law.
- 2.8 The Company has received, or will receive, money or money's worth (the "**Consideration**") in consideration for the issue of the Shares, and none of the Shares have, or will be, issued for less than par value.

Save as aforesaid we have not been instructed to undertake and have not undertaken any further enquiry or due diligence in relation to the transaction the subject of this opinion.

### **3 Opinions**

Based upon, and subject to, the foregoing assumptions and the qualification set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that the Shares to be offered and issued by the Company pursuant to the provisions of the Agreement, have been duly authorised for issue, and when issued by the Company pursuant to the provisions of the Agreement for the consideration fixed thereto and duly registered in the Company's register of members (shareholders), will be validly issued and (assuming that all of the Consideration is received by the Company) will be fully paid and non-assessable.

### **4 Qualifications**

The opinions expressed above are subject to the following qualification:

- 4.1 Under the Companies Law (2016 Revision) of the Cayman Islands (the "**Companies Law**"), the register of members of a Cayman Islands company is by statute regarded as prima facie evidence of any matters which the Companies Law directs or authorises to be inserted therein. A third party interest in the shares in question would not appear. An entry in the register of members may yield to a court order for rectification (for example, in the event of fraud or manifest error).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

This opinion is addressed to you and may be relied upon by you and your counsel. This opinion is limited to the matters detailed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

/s/ Maples and Calder

Maples and Calder

LiNiu Technology Group  
PO Box 309, Uglan House  
Grand Cayman  
KY1-1104  
Cayman Islands

24 August 2017

To: Maples and Calder  
PO Box 309, Uglan House  
Grand Cayman  
KY1-1104  
Cayman Islands

Dear Sirs

**LiNiu Technology Group (the " Company ")**

I, being a director of the Company, am aware that you are being asked to provide a legal opinion (the " **Opinion** ") in relation to certain aspects of Cayman Islands law. Capitalised terms used in this certificate have the meaning given to them in the Opinion. I hereby certify that:

- 1 The Memorandum and Articles remain in full force and effect and are unamended.
  - 2 The Minutes are a true and correct record of the proceedings of the Meeting, which was duly convened and held, and at which a quorum was present throughout, in each case, in the manner prescribed in the Memorandum and Articles. The resolutions set out in the Minutes were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect. The Resolutions were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect.
  - 3 The authorised share capital of the Company is US\$50,115.00 divided into 500,000,000 ordinary shares of a par value of US\$0.0001 each and 1,150,000 preferred shares of a par value of US\$0.0001 each.
  - 4 The shareholders of the Company (the " **Shareholders** ") have not restricted the powers of the directors of the Company in any way. There is no contractual or other prohibition (other than as arising under Cayman Islands law) binding on the Company prohibiting it from entering into and performing its obligations under the Plans.
  - 5 The minute book and corporate records of the Company as maintained at its registered office in the Cayman Islands and made available to you are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the Shareholders and directors (or any committee thereof) of the Company (duly convened in accordance with the Memorandum and Articles) and all resolutions passed at the meetings or passed by written resolution or consent, as the case may be.
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- 6 Prior to, at the time of, and immediately following the execution of the Agreement the Company was, or will be, able to pay its debts as they fell, or fall, due and has entered, or will enter, into the Agreement for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.
- 7 Each director of the Company considers the transactions contemplated by the Agreement to be of commercial benefit to the Company and has acted in good faith in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions which are the subject of the Opinion.
- 8 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of legal, arbitral, administrative or other proceedings in any jurisdiction. Nor have the directors or Shareholders taken any steps to have the Company struck off or placed in liquidation, nor have any steps been taken to wind up the Company. Nor has any receiver been appointed over any of the Company's property or assets.
- 9 The Company is not a central bank, monetary authority or other sovereign entity of any state and is not a subsidiary, direct or indirect, of any sovereign entity or state.

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: /s/ Wang Shun Yang

Name: Wang Shun Yang

Title: Director

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors  
LiNiu Technology Group (F/K/A Iao Kun Group Holding Company Limited)

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of LiNiu Technology Group and its subsidiaries (“the Company”) of our report dated April 28, 2017, relating to the Company’s consolidated financial statements as of December 31, 2016 and 2015 and for the three years ended December 31, 2016 which appears in the annual report on Form 20-F.

/S/ UHY LLP

New York, New York  
August 24, 2017

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