**Agency Agreement №**

\_\_\_\_ / October / 2015

The company **Bet Invest Ltd.**, Incorporated in England, London, with registered office at office 11, 43 Bedford street, represented by Andrii Matiukha, acting on the basis of the Charter, hereinafter referred to as "Principal" on the one hand, and The company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "the Agent", on the other hand, hereinafter referred to as the "Parties", have concluded the present Agency Agreement (hereinafter referred to as “the Agreement”) on the following:

1. Terms and definitions

1.1. The terms used in this Agreement have the following meanings:

Agent's commission - has the meaning provided in paragraph 5.4;

Agreement - the present Agency agreement, including all Applications, as well as any amendments and supplements to the present Agreement, which are drawn up in writing and signed by authorized representatives of the Parties;

Contract area - the whole territory within the boundaries specified in paragraph 2.1.;

The Product - software products «Bet Invest Ltd.».

1.2. In this agreement, unless otherwise follows from the text, a reference to a particular "item" means a specific item of the contract, and a reference to a particular "application" means certain applications to this agreement.

2. Subject of the agreement

2.1. The Principal shall grant to the Agent the right to sell software products of Principal, hereinafter referred to as the "Product" in the territory of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "Treaty territory".

2.2. Agent undertakes selling the software products in the Treaty territory.

3. The rights and obligations of the Agent

3.1. The agent has the right to search for buyers and to enter into a sublicense agreement on behalf of the Principal, at Agent’s own expense and fee referred in paragraph 5.4.

3.2. The Agent shall:

3.2.1 act in full accordance with the instructions of the Principal, take care of Principal’s business interests and actively work on the execution of the sublicense agreements;

3.2.2. provide customers with the necessary technical information;

3.2.3. place material about the product on the Web site of the Agent (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the purpose of promoting the product on the market of the Treaty territory;

3.2.4. identify a person responsible for the sales and functioning of the product, provide a name and contact information of this person.

3.2.5. carefully and in a good faith protect the interests of the Principal in the preparation, conclusion and execution of the sublicense agreements;

3.2.6. protect from disclosure commercial and production data, which the Principal will provide to the Agent and upon the termination of this agreement treat all information as confidential;

3.2.7. approve the terms of the sublicense agreements with the Principal before concluding them with potential buyers;

3.2.8. maintain and regularly update nesessary information about the cooperation of the Parties under this Agreement on its website (if any);

3.3. Under the term of this contract the Agent has the right, on behalf of the Principal to conclude:

3.3.1. Sublicense Agreements with buyers on the condition that such purchasers will meet the requirements specified in Annex №3 to this Agreement, which is an integral part of this Agreement, under which the Agent undertakes to sell the software product for using by such buyers;

3.4. The Agent informs the Principal of all the contracts concluded with the subagents.

4. The rights and obligations of the Principal

4.1. Principal shall:

4.1.1. provide the Agent with all possible assistance in the fulfillment of its obligations on the Treaty territory;

4.1.2. if necessary, at the request of the Agent's customer, participate in joint negotiations.

4.2. The Principal has the right to grant rights to other agents for selling which specified in this Agreement and the application of Product on the Treaty territory.

5. Payment for Product and payment of agency commission

5.1. The prices of the software product are set by the Principal and consist of the fixed part and a percentage, as specified in Annex №4.

5.2. In each sublicense agreement concluded by the Agent with the buyer shall be provided that the payment for the product is made by the Buyer in full amount of the contract sum directly to the Agent.

5.3. The funds received by the Agent from Buyers in accordance with the sublicense agreements, after deducting commission payable to the Agent, shall be transferred by Agent to the Principal account within ten working days from the first of the month following the billing cycle.

5.4. Agent’s commission is 10 percent of the price set by the Principal, also Agent covers all overhead costs associated with advertising, sale of the product and sub agent’s commissions.

5.5. If at the end of the month the result of Agent’s work is negative, such result is transferred to the following month and will be included in the subsequent payment of commission to the Agent.

6. Supply of software products

6.1. Prior to the conclusion of any sublicense agreements the Agent shall agree with the Principal the following conditions for the sale of each product, in accordance with the sublicense agreement:

6.1.1. the form of "Registration" is completed by the Buyer (Appendix №1);

6.1.2. the form of Betshops and the Product is completed by the Buyer (Appendix №2);

6.1.3. the technical requirements is completed and signed by Buyer (Appendix №3);

6.1.4. the payment terms and terms of payment for Products agreed with the Principal (Appendix №4).

6.2. Agent after signing each sublicense agreement shall send to the Principal a written order with a copy of the signed contract, the completed form "Registration (Appendix №1), the completed registration form of Betshops and Products (Appendix №2), signed the technical requirements (Appendix №3 ) and signed the payment terms and terms of payment of Products (Appendix №4) .

6.3. Upon receipt of a written Order and advance payment (if it is provided in Appendix №4) from the Agent in the amount of 100% of the value of products calculated at the price specified in clause 5.1, the Principal shall provide the Buyer, that is specified in the order, with the software product in accordance with the terms of the sublicense agreement.

6.4. Delivery of the software product is carried out by an independent backup by the Agent of the software from the Internet site of the Principal. After the Agent has executed the point 6.3. the Principal will activate the Product for the Buyer by a remote connection to the program, or by sending an activation password via e-mail.

7. Liability of the Parties

7.1. Parties shall be liable under this Agreement in accordance with the laws of England and Wales.

8. Action and Termination of the Agreement

8.1. This Agreement shall come into force from the date of its signing by the authorized representatives of both Parties and is valid for one (1) year from the date of its signing. In the future, the contract will be extended for a year and will operate as long as one of the Parties declares its desire to terminate the agreement by notifying the other party in writing 15 days before the end of the corresponding term of the agreement. However, any obligations of the Parties arising prior to the expiration of this agreement, valid until the date of their full execution by the Parties.

8.2. This Agreement may be terminated by arrangement of the Parties.

8.3. The Agent shall be entitled to unilaterally terminate this Agreement, in the absence of commercial viability of future relations. The presence or absence of commercial viability, the Agent determines in its sole discretion. In this case, the Agent shall notify the Principal about the termination of this Agreement within 10 (ten) days, and at the time of termination of this Agreement the Agent shall remove all Principal’s products from its web site and transfer to the Principal all funds owed to Agent.

8.4. The Principal has the right to terminate this Agreement unilaterally upon giving a notice to the Agent in 30 (thirty) days of the desire to terminate this Agreement by e-mail, in case of failure by the Agent conditions set out in Appendix №5 (bisnes plan). The Agent shall transfer to the Principal all outstanding funds within sixty (60) calendar days.

8.5. The parties have determined that changing by the Agent of this Agreement is made mandatory prior notice of the Principal by email, specified in the details.

8.6. Any termination of legal relations between the Parties, cancellation or termination of the terms of this Agreement shall not alter or affect the rights of third parties which acquired and actually paid the Agent for the Product.

9. Force Majeure

9.1. The Parties are relieved from responsibility for partial or full default of obligations under the present Agreement if this default was a result of force majeure arising after the conclusion of the contract as a result of extraordinary events, which such party could neither foresee nor prevent reasonable measures.

9.2. The circumstances of force majeure are events unpredictable nature, which parties can not influence and the occurrence of which is not liable, including, earthquake, flood, fire, as well as government regulations or orders of state bodies or military action of any kind, impeding the implementation of Parties' obligations under the present Agreement.

9.3. The Party that relies on force majeure has immediately notify the other party of such occurrence, and submit the relevant documents, certified by the Chamber of Commerce which came under the circumstances. On termination of the force majeure the Party, that took place such circumstances shall notify the other party within 3 days from the date of their termination.

9.4. If unforeseen circumstances continue for more than 30 days, each party has the right to refuse to fulfill their obligations under this Agreement without the other party compensation for any costs and losses.

10. General Provisions

10.1. Neither Party shall assign to any person all or part of its rights under this Agreement without the prior written consent of the other party.

10.2. Any amendments, changes and additions to this Agreement are valid and binding upon both parties only if they are written and signed by authorized representatives of both Parties.

10.3. If after the conclusion of the agreement, passed a law establishing mandatory for the Parties to the rules other than those that were in effect at the conclusion of the contract, the terms of the concluded contract shall remain in force, unless the law established that it applies to relations arising from previously concluded contracts .

11. Confidential Information

11.1. For purposes of this Agreement, the Parties have agreed that any information related to the execution of this Agreement shall be deemed confidential information, including but not limited to the following:

- Personal data which is known to the Agent and the Principal in the interaction of this Agreement;

- Operation of the Parties in the performance of its obligations hereunder;

- Any information that is intended exclusively for registered users of the web site and are not publicly available;

- The information contained in e-mails sent between the Parties;

- Financial and other matters related to the relations between the Parties under this Agreement.

11.2. The parties agree that during and after the term of this Agreement, they undertake without the express written consent of the other parties not to disclose any of the Confidential Information and to make all reasonable effort to preserve the Confidential information for access by third parties.

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12. Applicable Law and Dispute Resolution

12.1. The Parties acknowledge that at the conclusion of this Agreement, a simple written form shall be considered observed.

12.2. The Agent has read this Agreement, understands it, and had the opportunity to obtain independent legal advice before agreeing to its terms.

12.3. In case of disagreement on issues arising out of this Agreement, the Parties shall take all measures to resolve them through negotiations.

12.4. In case of change of legal address, bank details, passport information, or any other contact information, the Parties undertake to inform each other within ten (10) days via e-mail.

12.5 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.6. Any dispute arising under this contract or in connection with it, including any question regarding its existence, validity or termination, shall be settled by mediation in accordance with the mediation procedures of the London Court of International Arbitration, what is the procedure by referring to it is considered part of this clause.

13. Details and signatures of the parties

|  |  |
| --- | --- |
| **AGENT**  Contact Information:  Phone:  Email:  Skype: | **PRINCIPAL**  Bet Invest Ltd.  Office 11  43 Bedford Street  LONDON  England  WC2E 9HA  Company Number 8348255  Phone: +44 (0) 2081 338 847  Email: info@bet-invest.com  Skype: **betinvest1**  Director \_\_\_\_\_\_\_\_\_\_\_ Andrii Matiukha |

**Appendix №1**

**Application for commercial use**

**the company's Products "Beth Invest ltd."**

|  |  |
| --- | --- |
| Information about the company |  |
| Registered company name: |  |
| Country / City of registration: |  |
| Registration date: |  |
| Company Registration Number: |  |
| WWW: |  |
| Full Name of Director: |  |
| Actual Address: |  |
| City: |  |
| Address: |  |
| Postcode: |  |
| Contact Information: |  |
| Position in Company: |  |
| Personal e-mail: |  |
| Personal phone number: |  |
| Surname: |  |
| First Name: |  |
| Middle name: |  |
| Document type: |  |
| Series / Document number: |  |
| Issuing: |  |
| Place of issue (country / city): |  |
| Date of issue (dd / mm / yyyy): |  |
| Nationality: |  |
| Place of birth (country / city): |  |

I certify that the information herein is accurate and is presented in its entirety.

I ask, "Bet Invest ltd." accept my application to register me as an authorized user of the products, "Beth Invest" listed in Appendix №2.

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| --- | --- | --- |
| **AGENT** |  | **PRINCIPAL** |
| Contact Information:  Phone:  Email:  Skype: |  | **Bet Invest Ltd.**  Office 11  43 Bedford Street  LONDON  England  WC2E 9HA  Company Number 8348255  Phone: +44 (0) 2081 338 847  Email: info@bet-invest.com  Skype: **betinvest1**  Director \_\_\_\_\_\_\_\_\_\_\_ Andrii Matiukha |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_/  М.П. |  | \_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_/  Andrii Matiukha |
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**Appendix №2**

**Registration form of Betshops and Products.**

This is shown the essence of the form, and the form will be sent as a file Excel, additionally.

|  |  |
| --- | --- |
| Date |  |
| Name |  |
| Company |  |
| Country /City |  |
| Telephone number: |  |
| Email |  |
| Skype ID |  |
| Curency |  |
| Language (rus., engl., spai..) |  |

|  |  |  |  |
| --- | --- | --- | --- |
| REGISTRATION | Cashbox N1 | Cashbox N2 | Cashbox N3 |
| Country |  |  |  |
| Address |  |  |  |
| Work hours |  |  |  |
| Cashbox telephone number |  |  |  |
| Cashbox Skype ID |  |  |  |
| Cashbox e-mail |  |  |  |
| PRODUCTS |  |  |  |
| SportsBook and cash program |  |  |  |
| Branded website |  |  |  |
| Convenience stores in XML |  |  |  |
| Live-Sport TV |  |  |  |
| Virtual Sports Events |  |  |  |
| Virtual Games |  |  |  |
| Virtual Football League |  |  |  |
| Virtual horse racing and greyhound racing |  |  |  |
| Live horse racing and greyhound racing |  |  |  |
| TV lotto |  |  |  |
| Keno |  |  |  |
| live dealer Casino |  |  |  |
| Online casinos and slot machines |  |  |  |

|  |  |  |
| --- | --- | --- |
| **AGENT** |  | **PRINCIPAL** |
| Contact Information:  Phone:  Email:  Skype: |  | Bet Invest Ltd.  Office 11  43 Bedford Street  LONDON  England  WC2E 9HA  Company Number 8348255  Phone: +44 (0) 2081 338 847  Email: info@bet-invest.com  Skype: betinvest1  Director \_\_\_\_\_\_\_\_\_\_\_ Andrii Matiukha |

**Appendix №3**

**The technical requirements**

**Technical requirements for the opening of Betshops:**

1.1. Availability of premises for the cashier (min 2 square meters) and the players (min 10 sqm).

1.2. The presence of the necessary equipment for the reception of sports betting:

• Cashier Computer:

• CPU (processor) min 2,4 GHz;

• RAM min 4 Gb;

• HDD (hard disk drive) min 250 Gb;

• Have at least three independent video outputs (when connected directly to the Live Monitor to the Cashier Computer);

• Cashier Monitor resolution - at least 1440x900

• Cisco SB RV042 router or ADSL-router Cisco WAG160N;

• Switch Cisco SD100 - series;

• USB-in thermal printer with print on the tape of a width not less than 80 mm;

• USB-barcode scanner;

• Two TV or monitor with a resolution FullHD (1920x1080p) to display the players live events and factors (LayvMonitor) - recommended, for optimal perception of the size of 42 inches. TV / monitor mounted vertically;

• Uninterruptable power source.

1.2.1. If you have at Betshops the virtual products of the Contractor and acceptance of bets for these additional necessary (for a pair of virtual products)

• One system unit;

• two TVs with a minimum diagonal - 32 inches.

Please note, that the most optimal from the point of view of stability and ease of installation / start-up solution - custom preconfigured system blocks for a virtual product from us (the questions of delivery of customer decides independently)

1.2.2. When ordering service live video broadcast of the match (the service FAVBET TV), provided by the Contractor must also:

• One system unit on two TVs (min size 32 inches). Maximum number of broadcasts on a TV - up to 4 matches.

Please note, that the most optimal from the point of view of stability and ease of installation / start-up solution - custom preconfigured system blocks for a virtual product from us (the questions of delivery you will have to decide yourself)

13. Requirements for communication channels (Internet access)

• at a minimum configuration of Betshops (Cashier PC + Live Monitor) - channel capacity (speed) of 2 Mbit /s;

• configuration of Betshops when using virtual services - channel capacity (speed) of 5 Mbit /s;

• the full configuration of Betshops (Cashier PC + Live Monitor + Virtual Products+ FAVBET TV) - channel capacity (speed) of 10 Mbit /s;

Please note, that to ensure round the clock technical support by the company "Bet Invest", you must have access provider to the Internet is required to order the service "Static IP-address"

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| **AGENT** |  | **PRINCIPAL** |
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|  |  | Andrii Matiukha |

**Appendix №4**

**Tariffs, cost of services and the procedure for calculation**

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| --- | --- | --- |
| **PRODUCTS** | **Fix** | **%** |
| Bet Invest Retail | - | 30% |
| White label solution | 20 000 Euro | 30% |
| Convenience stores in XML | *On request* | |
| Live-Sport TV | *On request* | |
| Virtual Sports Events  (Inspired) | - | 30% |
| Virtual Games | - | 20% |
| Virtual Football League | - | 20% |
| Virtual horse racing and greyhound racing | - | 20% |
| Live horse racing and greyhound racing | - | 20% |
| TV lotto | - | 20% |
| Keno | - | 20% |
| live dealer Casino | - | 20% |
| Online casinos and slot machines | - | 20% |

**"Monthly payment (%)"** is calculated from the income from the acquired product from us.

Income partner is calculated using the following formula: money made - (minus) paid money = income.

For clarification purposes: revenue share is counted from amount that equals: amount of money placed as bets - winnings payouts. Payment of commission for deposits and withdrawals thorough payment systems are done by Buyer. Buyer also is eligible to cover all bonuses amounts paid to customers.

**Driving reconciliation and calculation**

1. During the settlement period is taken between 00 minutes r.00. Monday 23h.59min. Sunday one week.

2. The calculation takes all bets placed and held in the settlement period. Also in this period included sporting events held in the accounting period, but until Tuesday of week following the estimated.

3. Reconciliation of data and the calculation is made before 12:00 during the week that follows the calculated.

4. At the end of the month held a final verification of the data that closes act performed work.

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| **AGENT** |  | **PRINCIPAL** |
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|  |  | Andrii Matiukha |

**Appendix №5**

**Business plan**