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| **Customer ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Creation Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **SERVICES AGREEMENT** |
| Entered by and between "**The Parties**": |
| **Bet Invest Ltd.**  Company number 8348255  Office 11, 43 Bedford street, London, WC2E 9HA, UK  (hereinafter referred to as "**the Company**") |
| and |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Company registration number \_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (hereinafter referred to as the "**Customer**") |
| as follows: |
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| **1. Preamble** |
| (1) **The Company** is one of the world's leading information suppliers of sport related data and statistics as well as sophisticated digital solutions. **The Company** with its headquarters in UK acts as a global player with an international infrastructure of offices and agents in several countries. |
| (2) **The Company** accumulates archives and analyses sports data as well as sports intelligence and delivers services to the betting and lottery industry under the brand “betinvest”. **The Company** provides its wide range of sports data related products to any customer in the market that needs reliable sports data and high performance technology. |

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| **2. Subject Matter of Agreement** |
| (1) **The Company** undertakes to deliver to the **Customer** “Live odds” including the following services: |
| A) live odds feed of data |
| (hereinafter referred to as the “***Services***”) |
| (2) The Customer is aware and accepts that the **Company’s** Services are only provided through networks and transmission routes of third parties. **The Company** therefore cannot be held responsible for the correctness of the transferred data and information especially for delivery of data and information in real time. **The Company** clearly recommends using the delivered data only with automated or manual control by the **Customer**. |
| **3. Rights and Obligations of the Company** |
| (1) **The Company** grants the **Customer** the sub licensable right to use the Services for the term of this Agreement as specified under paragraph 6.  (2) The Company shall act to obtain and maintain any and all regulatory approvals, licenses and/or consents required for the performance of its obligations under this Agreement; |
| **4. Obligations of the Customer**  (1) The Customer is solely responsible for obtaining all necessary licenses or permits in the relevant jurisdictions in order to organize and offer the Services. The Customer shall refrain from organizing and offering the Services in those jurisdictions in which he does not possess the necessary licenses or permits. For the avoidance of doubt it shall be clarified that the Company has the UK gambling software license for organizing and offering betting services and games of chance to users in a certain jurisdiction. |
| (2) The **Customer** shall solely be responsible for any modifications done by the **Customer** on his part and the consequences of modifying the delivered service, content, information, data, layout, design, logo (especially the use of protected trademarks etc.) etc.. The **Customer** shall indemnify, defend and hold the **Company** harmless from and against all liabilities, costs, damages, claims and expenses as a result of the **Customer’**s modifications. |

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| (3) The **Customer** shall not be entitled to resell, sub-license, distribute or otherwise provide fragments and/or ensemble of the Content and/or Services provided hereunder by the **Company** to the **Customer's** Affiliates and/or to any other third party unless expressly agreed between the parties in writing. Affiliate shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the voting stock or voting equity interest are owned directly or indirectly by a party; or (ii) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interest of a party; or (iii) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (i) or (ii). |
| (4) The Customer ensures that any of its third party service providers (e.g. betting software companies) receiving the **Company** services contractually undertake not to use the Services or to resell, sub-license, distribute or otherwise provide fragments and/or ensemble of the Services to its affiliates or any other third party. Further, the Customer guarantees to inform the relevant third party service providers that the **Company** expressly reserves the right to bring legal action against anyone who uses, resells, sub-licenses or otherwise provides fragments and/ or ensemble of the **Company’s** services without the **Company’s** explicit permission. |
| (5) The **Customer** may use the Services for whatever set of brands they own and operate. |
| (6) In case the majority of the voting stock or voting equity interest in the **Customer** is sold or the **Customer** is going to be taken over in any other direct or indirect way, the **Company** is entitled to terminate this Agreement with immediate effect within the next 4 (four) weeks after notification of such event by the **Customer** to the **Company**. |
| **5. Consideration** |
| 1. The **Customer** undertakes to make to the **Company** a payment in EUR for the Services which The **Customer** will choose from the table below (hereinafter referred to as "**Prices**") plus value added tax (VAT). 2. The payment for Services is made once a month based on the invoice that is sent by the Company to the Costumer. 3. The Customer shall solely be responsible for paying 2 (two) EUROs and 50 (fifty) Cents for every event in case of exceeding the limit of events agreed in the contract.  |  |  | | --- | --- | | Services (Matches) | Prices in EURO | |  |  |   (3) The Prices due to the **Company** shall be net of any taxes, including but not limited to source tax etc. levied on the **Customer** in the country where the **Customer** is resident. For the avoidance of doubt, the **Customer** shall hold the **Company** harmless from and indemnify the **Company** against any tax liability as a result of the Services provided under this Agreement. |
| (4) Payments are due and shall be made on monthly basis. All payments shall be made by bank transfer within 10 (ten) days from receipt of the invoice to the following bank account: |
| Recipient: **Bet Invest** **Ltd.**  Company address:  Office 11, 43 Bedford street, London, WC2E 9HA, UK  Company registration number: 834825  Beneficiary’s Bank: SC "NORVIK BANKA", Riga, Latvia  Account No: LV67LATB0006020185367 - USD  Account No: LV58LATB0006100128758 - EUR  SWIFT: LATBLV22 |
| (4) The **Customer** shall solely be responsible for paying any and all taxes (including without limitation VAT, consumer taxes or any similar tax) that might be payable in the **Customer's** jurisdiction as a result of the Services hereunder.If any sums due to be paid by the **Customer** to the **Company** under this Agreement are not paid when due, then in addition to its other rights, the **Company** has the right to cancel this contract within seven business days. The **Company** can cancel by e-mailing, mailing, faxing, or delivering a written notice to the Customer at the Customer's place of business. If the **Company** cancels, the Customer must return anything owed to the Company within 10 days of receiving the notice of cancellation. |
| **6. Term and Termination** |
| (1) This Agreement shall come into force on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in full force for a period of one (1) year (the "**Minimum Term**"). After expiration of the Minimum Term this Agreement shall be automatically renewed for further one year, unless terminated by either party (effective as of the end of the Minimum Term or any subsequent term) by giving 3 (three) months prior written notice to the other party. |
| (2) Either party may terminate this Agreement upon notice, by e-mailing, mailing, faxing, or delivering a written notice to other party, at any time during the term of this Agreement for good cause with immediate effect, on account of which the terminating party cannot in good faith be expected to continue this Agreement. Good causes are, in particular:   1. if the other party shall commit a material breach (either anticipatory or incapable of rectification) of this Agreement; or 2. if upon notice in writing to the other party of any other material breach (being capable of rectification) of any provisions of this Agreement committed by that party, and said breach shall not have been rectified within 15 (fifteen) calendar days after receipt of the written notice from the other party requesting such rectification; or 3. upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the other party. 4. if the Company is unable to acquire a UK Gaming License. |
| **7.Intellectual Property Rights, Warranty and Liability** |
| (1) Save as explicitly provided herein, nothing in this Agreement or in the business relationship between the Parties shall constitute or be construed as the transfer or grant to the **Customer** of any property right, software, license, or any other right or interest in any information, data or work product made available by the **Company** to the **Customer** in the course of the business relationship or in any trademarks or other intellectual property rights owned by the **Company** or any of its subsidiaries and Affiliates (or their licensors). The **Customer** recognizes the validity of the title in the information and data made available by the **Company** and the trademarks and intellectual property rights owned by the **Company** or any of its subsidiaries and Affiliates (or their licensors), whether registered or not. |
| (2) The **Customer** must promptly advise the **Company** of all cases of potential infringement of the trademarks or other intellectual property owned by the **Company** or any of its subsidiaries and Affiliates that comes to the **Customer's** attention, and shall render all assistance reasonably requested in connection with any action taken by the **Company** or its subsidiaries and Affiliates relating thereto. The control of such action, including the determination of whether to initiate action or to settle, shall be under the sole control of the **Company**. |
| (3) The **Company** does not make or give, nor has any servant or agent of the **Company** the authority to (neither expressly nor implied) make or give, any representation, warranty or undertaking as to, and none of the **Company** or its Affiliates accept any liability in respect of, the accuracy, completeness, reliability, timeliness, or quality of the the **Company** data, Services or Content like specified at 2 (1)or their correspondence with description or as to their fitness for a particular purpose or as to the title and non-infringement of third party rights. |
| (4) The **Customer** acknowledges that the use of the **Company** data is no substitute for the independent use of judgement or knowledge of the relevant markets as to any proposed actions and that the **Company** data is open to interpretation. |
| (5) Neither the Company and its Affiliates nor their respective agents, subcontractors and auxiliaries shall be liable for interruption of the supply or the availability of the Company data, Services or Content such as specified at 2 (1), due to any cause whatsoever, including the Company’s, its Affiliates’ or their respective agents’ or their subcontractors’ or auxiliaries’ negligence. |
| (6) Neither the Company, nor any of its Affiliates, nor the Company’s software or data providers, agents, sub-contractors or auxiliaries shall be liable to the Customer or to any clients of the Customer for any direct damages or loss or any loss of profit as well as a loss of turnover, data, business or goodwill or for any indirect or consequential damages or loss or special damages arising in connection with the Company data, Services and solutions such as specified at 2 (1) of this Agreement (in each case whether arising from negligence, breach of contract, equity, statute, tort or otherwise) even if the Company has been notified of the possibility of that damage or loss, including:  a) any loss or damage which the Customer may incur as a result of the Company data, Services and solutions failing to be wholly accurate, complete, reliable, accessible or otherwise as a result of any breach or non-performance of this Agreement; or  b) any loss or damage resulting from claims brought by any client of the Customer. |
| (7) **The Customer** acknowledges that prior to the date of this Agreement the **Customer** has satisfied itself during the trial period that the **Company** Services and solutions like specified at 2 (1) are suitable for the **Customer’s** purposes. All warranties and representations (neither implicit nor explicit nor by statute, common law or otherwise) by the **Company** are excluded to the fullest extent permitted by law. |
| (8) The Web-Hosting solution operating for the **Customer** will be solely fed with data from the database of the **Company** and its subsidiarys. The parties act on the assumption that the data base is protected by copyright and ancillary copyright in favour of the **Company.** Furthermore the parties act on the assumption that all data of the data base included in the scope of supply during the period of validity of this Agreement are protected by copyright insofar as the **Company** brings, records and analyses the data in the data base itself and hereby obtain copyright or rather ancillary copyright.  **The Company** also warrants and represents to the **Customer** that it is the owner or the licensee of all rights (including intellectual property rights as well as knowhow) in the above mentioned database and is entitled to grant to the Customer usage rights as set out in this Agreement.  Moreover the **Company** warrants and represents to the **Customer** that the usage rights granted to the **Customer** are not burdened with rights of third parties (individual person and legal person) and the **Company** will hold the **Customer** harmless against any third party claims and damages finally and definitely acknowledged in a court judgement, court or out-of-court settlement (including reasonable costs and expenses such as attorney fees in connection with the defence of these rights against third parties), up to a maximum of the accumulated sum of payments effectively made by the **Customer** and provided that the **Customer** uses such rights in accordance with this Agreement.  Any court settlement or any out-of court settlement reached by the **Customer** or any final court judgement shall be binding on the **Company** only if, cumulatively:   1. the **Customer** used its usage rights in accordance with the agreement; and 2. **The Company** was informed by the **Customer** of the third-party claim immediately after such claim was filed, lodged and/or raised; and 3. **The Company** was enabled to conduct out-of court settlement negotiations with the third-party claimant and approved the settlement; and 4. In the event of the failure of such settlement negotiations the **Company** was enabled to conduct the court litigation or at least to support the court litigations by providing facts to the court. |
| **8. Force Majeure** |
| (1) Neither party will be liable to the other party for its inability or failure to perform, or delay in performing, any of its obligations under this agreement caused by any event or circumstances beyond the control of any party (a "**Force Majeure Event**"). |
| (2) If a Force Majeure Event occurs, then the party affected must immediately notify the other party of the nature and likely duration (if known) of the Force Majeure Event and take all reasonable steps to reduce the effect of the Force Majeure Event. |
| (3) The party affected by the Force Majeure Event must notify the other party as soon as its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event. |
| **9. Place of Jurisdiction and Applicable Law** |
| (1) This agreement shall be governed by and construed in accordance with UK law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English. The governing law of the contract shall be the substantive law ofUK. All disputes will be settled in accordance with the terms and conditions of the present Contract.  The Arbitration award will be final and binding upon both Parties. |
| **10. Confidentiality** |
| (1) Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain information and materials concerning the other party’s business, plans, trade and business secrets, know-how, customers, user data, codes and services that are confidential and of substantial value to such party (referred to in this Section as "**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. |
| (2) At all times, the parties are obliged to maintain and protect the confidentiality of the Confidential Information of the other party in the same way that either party protects its own Confidential Information of a similar nature, but in no circumstances shall either party fail to meet the standards due diligence and prudence to protect the said Confidential Information. This Confidential Information must not be disclosed to third parties unless otherwise provided for in this Agreement. |
| (3) Affiliates and subcontractors as well as auxiliaries of the **Company** are not considered as third parties. Affiliate shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the voting stock or voting equity interest are owned directly or indirectly by a party; or (ii) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interest of a party; or (iii) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (i) or (ii). |
| (4) The parties agree not to use the Confidential Information for other purposes as for the purposes of the present Agreement unless otherwise provided for in this Agreement, except where the said Confidential Information moves into the public domain as the result of an act that is not from the recipient of the Confidential Information, or where the recipient can show that this act became aware of it independently, prior to the date of the present Agreement. The recipient party of the Confidential Information must make all necessary efforts to ensure that its employees and sub-contractors to whom the Confidential Information is disclosed within the scope of this Agreement take the necessary precautions to safeguard and preserve the secrecy and the confidentiality of the Confidential Information. |
| (5) On the termination of this Agreement, the Party that has received Confidential Information agrees to return to the Party that disclosed the same all the material provided by the latter, as well as all the copies made hereof. |
| (6) In any event, the commitment to confidentiality shall remain beyond the term of the present Agreement for a period of two years. |
| (7) The commitment to confidentiality of information and data provided by **Customer** to the **Company** shall not be applied to data and information which are intrinsically needed for the generation of the **Company’s** services and for the fulfillment of the **Company’s** contractual obligations to its Customers to provide these services. |
| **11. Final Provisions** |
| (1) This Agreement contains the entire agreement between the parties in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings between the parties hereto in respect of the subject matter hereof. Also the General Terms and Conditions of the **Company** Group as well as all other possible General Terms and Conditions of either the **Company** or the Customer shall explicitly be excluded and not applicable for the purpose of this Agreement. |
| (2) Any amendment of or modification to this Agreement shall be made in writing (including any amendment or modification of this clause). The parties agree with binding effect that oral side agreements shall not be concluded, unless they are confirmed in writing. Any waiver by the parties of this written form requirement shall be subject to form requirements. |
| (3) Neither party may assign to any third party, transfer nor otherwise dispose of this Agreement nor any obligation with respect thereto without the prior written consent of the other party, provided, however, that the **Company** may transfer and assign any or all of its rights and obligations hereunder to any Affiliate of the **Company** without the consent of the **Customer**. Any purported or attempted assignment in violation of this paragraph shall be null and void. |
| (4) All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid air courier, sent by mail or sent by facsimile transmission to the party to be served at the address set out above (or such other address as either party may have notified in writing to the other party beforehand). |
| (5) If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be reasonably replaced by a term that most closely reflects the intended purpose of the Agreement. The same applies in case of any gap and as regards the interpretation hereof. |
| (6) This Agreement is executed in two original counterparts, with one counterpart intended for each party. |
| (7) Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). |
| **12. Signatures** |
| |  |  | | --- | --- | | **1) Bet Invest ltd.** | **2)** | | Mr. Andrii Matiukha | Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Director | Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Web: [www.betinvest.com](http://www.betinvest.com) | Web:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |