**Recipient ID \_\_\_\_\_\_\_\_\_\_\_**

Creation Date: \_\_\_\_\_\_\_\_\_ , 2016

**SERVICES AGREEMENT**

The present Services Agreement (hereinafter referred to as "the Agreement") entered by and between the companies (hereinafter referred to as the "The Parties"):

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| **Bet Invest Ltd.**  Company number 8348255  Office 11, 43 Bedford street, London, WC2E 9HA, UK  (hereinafter referred to as the "**Provider**")  аnd  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.,**  Company registration number\_\_\_\_\_\_\_\_\_\_\_\_,  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (hereinafter referred to as the "**Recipient**")  as follows:  **1. Preamble**  (1) **The Provider** is one of the world's leading information suppliers for sport related data and statistics as well as sophisticated technical solutions. **The Provider** with its headquarters in UK acts as a global player with an international infrastructure of offices and agents in several countries.  (2) **The Provider** accumulates archives and analyses sports data as well as sports information and delivers services to the betting and lottery industry under the brand “betinvest”. **The Provider** provides its wide range of sports data related products to any customer in the market that needs reliable sports data and high performance technology.  **2. Subject Matter of Agreement**  The Provider undertakes to deliver to the Recipient “Retail solutions” including the following products:  A) Retail sportsbook software and odds  B) Virtual sports  C) Virtual football  D) Virtual tennis  (hereinafter referred to as “Products”)  (2) The Recipient is aware and accepts that the Provider’s Products are only provided through networks and transmission routes of third parties. The Provider therefore cannot be held responsible for the correctness and integrity of the transferred data and information especially for delivery of data and information in real time. The Provider clearly recommends using the delivered data only after automated or manual supervision by the Recipient.  (3) The Provider reserves the right to modify the Products at any time at the Provider´s sole discretion, save that the Provider will not, under any circumstances, make any changes to the Products that would constitute a substantial or fundamental change to, or diminution of, the Products.  **3. Rights and Obligations of the Provider**  (1) The **Provider** grants the **Recipient** the non-exclusive, non-transferable and non-sub licensable right to use the Products for the term of this Agreement.  (2) **The Provider** shall act in good faith, in compliance with applicable law for the proper performance of its obligations under this Agreement.  **4. Obligations of the Recipient**  (1) The **Recipient** is solely responsible for obtaining all necessary regulatory approvals, licenses, consents, permits or any other documents needed to comply with the appropriate legislation in the relevant jurisdictions in order to organize, to operate and to carry out **Recipient's** activities, using the Products, in proper way. The **Recipient** shall refrain from organizing, offering and/or using the Products in those jurisdictions in which he does not possess the necessary regulatory approvals, licenses, consents, permits or any other documents needed to comply with the appropriate legislation. The **Recipient** shall refrain from organizing, offering and/or using the Products in those jurisdictions in which the certain gambling activities and/or use of the Products or related software are prohibited by the law. For the avoidance of doubt it shall be clarified that the Provider has an NMi tested Certification for its software in compliance against the United Kingdom Gambling Commission's technical standards and equipment requirements.  (2 The **Recipient** is not entitled to modifythe delivered Services, including software, content, feed of data, layout, design, logo (especially the unlawful use of protected trademarks) etc. The **Recipient** shall solely be responsible for any modifications done by the **Recipient** on his part and all the consequences of modifying the delivered Services, software, content, information, feed of data, layout, design, logo (especially the unlawful use of protected trademarks ) etc. The **Recipient** shall indemnify, defend and hold the **Provider** harmless from and against all liabilities, costs, damages, claims and expenses incurred as a result of the **Recipient’**s modifications..  (3) The **Recipient** shall not be entitled to transfer resell, sub-license, distribute or otherwise provide fragments and/or ensemble of the Products provided hereunder by the **Provider** to the Recipient'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 Recipient ensures that any of its third party service providers (e.g. betting software companies) receiving the Provider products contractually undertake not to use the Products or to resell, sub-license, distribute or otherwise provide fragments and/or ensemble of the Products to its affiliates or any other third party. Further, the Recipient guarantees to inform the relevant third party service providers that the Provider expressly reserves the right to bring legal action against anyone who uses, transfers, resells, sub-licenses or otherwise provides fragments and/ or ensemble of the Provider´s products without the Provider´s explicit permission.  (5) The Recipient may use the Products for whatever set of brands they own and operate.  (6) In case the majority of the voting stock or voting equity interest in the Recipient is sold or the Recipient is going to be taken over in any other direct or indirect way, the Provider is entitled to terminate this Agreement with immediate effect within the next 4 (four) weeks after notification of such event by the Recipient to the Provider.  **5. Consideration**  (1) The cost of the main software products is defined as the revenue sharing ratio between the Recipient and Provider.  (2) The **Recipient** undertakes to pay to the **Provider** a Gross Gaming Revenue % in EUR (hereinafter referred to as "**Prices**"), which is specified in the Share Schedule. For the purpose of this provision, Gross Gaming Revenue means any amount of received bets by the Games via the **Recipient**’s website/s and/or betting shops less any player winnings. If **Recipient**’s Gross Gaming (hereinafter – GGR) becomes negative, such negative amount is carried over to the following month and will be extracted from the subsequent payment of commission to the **Provider**.  (3) The Recipient undertakes to pay to the Provider a Revenue % in EUR (hereinafter referred to as "Prices") plus value added tax (VAT).   |  |  |  |  | | --- | --- | --- | --- | | Product | Hold Ranges (EUR) | Income of Recipient, % | Income of Provider,% | | Retail sportsbook software and odds |  | 70% | 30% | | Virtual sports |  | 70% | 30% | | Virtual football |  | 70% | 30% | | Virtual tennis |  | 70% | 30% |   (4) Payments are due and shall be made on monthly basis. All payments shall be made by the by bank transfer within 5 (five) days from receipt of the invoice to the following bank account (or to the bank account specified by the Provider or its Affiliate in the invoice sent to the Recipient):  **Bet Invest Ltd.**  Provider address:  Office 11, 43 Bedford street, London, WC2E 9HA, UK  Provider registration number: 8348255  Beneficiary’s Bank: SC "NORVIK BANKA", Riga, Latvia  Account No: LV67LATB0006020185367 - USD  Account No: LV58LATB0006100128758 - EUR  SWIFT: LATBLV22  **Sender:**  Company address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Company registration number:  Beneficiary’s Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - USD  Account No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - EUR  SWIFT: \_\_\_\_\_\_\_\_\_\_\_\_  (6) The Recipient shall solely be responsible to pay any and all taxes (including without limitation VAT, or any similar tax) that might be payable in the Recipient's jurisdiction as a result of the Products hereunder. For the avoidance of doubt, the Recipient shall hold the Provider harmless from and indemnify the Provider against any tax liability as a result of the Products provided under this Agreement. If any sums due to be paid by the Recipient to the Provider under this Agreement are not paid when due, then in addition to its other rights, the Provider has the right to cancel this contract within seven business days as of the lapse of the additional period (not less than 5 business days) provided by the Provider to the Recipient in the written Provider’s call for payment The Provider can cancel this Agreement by e-mailing, mailing, or delivering a written notice to the Recipient at the Recipient's place of business. If the Provider cancels, the Recipient must return anything owed to the Provider within 5 days of receiving the notice of cancellation.  **6. Term and Termination**  (1) This Agreement shall come into force upon signing by the Parties and shall continue in full force for a period of two years (the "Minimum Term"). After expiration of the Minimum Term this Agreement shall be automatically renewed for further one year term, 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 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:  a) if the other party shall commit a material breach (either anticipatory or incapable of rectification) of this Agreement; or  b) 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  c) upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the other party.  (3) The parties have agreed that, considering the fact of evolving/changing situation of legal regulation of on-line gambling/betting within the countries of the European Union and worldwide, should the legal and/or factual status of on-line gambling/betting change after signing of this Agreement to the point that this Agreement might lose its economic purpose, they will try to find in mutual cooperation the best solution to preserve the economic purpose of this Agreement. Should the parties be unable to find a solution according to the previous sentence, each of them is entitled to open negotiations on premature termination of this Agreement by mutual agreement, while none of them will unreasonably promote further existence of this Agreement and demand unreasonable sums to be paid with respect to the termination. Change of legislation preventing/limiting the fulfilment of this Agreement is deemed force majeure.  **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 Recipient of any property right, software, license, or any other right or interest in any information, data or work products made available by the Provider to the Recipient in the course of the business relationship or in any trademarks or other intellectual property rights owned by the Provider or any of its subsidiaries and Affiliates (or their licensors). The Recipient recognizes the validity of the title in the information and data made available by the Provider and the trademarks and intellectual property rights owned by the Provider or any of its subsidiaries and Affiliates (or their licensors), whether registered or not. |
| (2) The Recipient must promptly advise the Provider of all cases of potential infringement of the trademarks or other intellectual property owned by the Provider or any of its subsidiaries and Affiliates that comes to the Recipient's attention, and shall render all assistance reasonably requested in connection with any action taken by the Provider 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 Provider. |
| (3) The Provider does not make or give, nor has any servant or agent of the Provider the authority to (neither expressly nor implied) make or give, any representation, warranty or undertaking as to, and none of the Provider or its Affiliates accept any liability in respect of, the accuracy, completeness, reliability, timeliness, or quality of the Provider data, Products 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 Recipient acknowledges that the use of the Provider data is no substitute for the independent use of judgement or knowledge of the relevant markets as to any proposed actions and that the Provider data is open to interpretation. |
| (5) None of the Provider, its Affiliates nor their respective agents, subcontractors and auxiliaries shall be liable for interruption of the supply or the availability of the Provider data, Products like specified at 2 (1), due to any cause whatsoever, including the Provider´s, its Affiliates’ or their respective agents’ or their subcontractors or auxiliaries unless caused by their negligence or intent. |
| (6) Save as explicitly provided herein, neither the Provider, nor any of its Affiliates, nor the Provider´s software or data providers, agents, sub-contractors or auxiliaries shall be liable to the Recipient or to any clients of the Recipient 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 Provider products, data and solutions like 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 Provider has been notified of the possibility of that damage or loss, including:  a) any loss or damage which the Recipient may incur as a result of the Provider products, data 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 Recipient.  (7) The Parties take responsibility under this Agreement and applicable law, in case of violation of their obligations under this Agreement. Breach of obligation is its failure or improper performance, i.e. the violation of the conditions specified by this Agreement.  (8) For a single unjustified refusal to perform its obligations, the Recipient shall pay to the Provider a penalty in amount of 1% of the amount of damage arising as a result of such failure, for each day of delay of performance of obligations.  (9) For a failure to comply with payment terms hereto, the Recipient shall pay to the Provider a penalty of 3 % of the amount of delay in payment, for each day of delay.​ |
| (10) The Recipient acknowledges that prior to the date of this Agreement the Recipient has satisfied itself during the trial period that the Provider products and solutions like specified at 2 (1) is suitable for the Recipient´s purposes. All warranties and representations (neither implicit nor explicit nor by statute, common law or otherwise) by the Provider are excluded to the fullest extent permitted by law. |
| (11) The Web-Hosting solution operating for the Recipient will be solely fed with data from the database of the Provider and its subsidiaries. The parties act on the assumption that the data base is protected by copyright and ancillary copyright in favour of the Provider. 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 Provider brings, records and analyses the data in the data base itself and hereby obtain copyright or rather ancillary copyright.  (12) The Provider also warrants and represents to the Recipient 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 Recipient usage rights as set out in this Agreement.  Moreover the Provider warrants and represents to the Recipient that the usage rights granted to the Recipient are not burdened with rights of third parties (individual person and legal person) and the Provider will hold the Recipient 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 Recipient and provided that the Recipient uses such rights in accordance with this Agreement.  (13) This agreement shall be governed by and construed in accordance with UK law.  Any court settlement or any out-of court settlement reached by the Recipient or any final court judgement shall be binding on the Provider only if, cumulatively:   1. the Recipient used its usage rights in accordance with the agreement; and 2. The Provider was informed by the Recipient of the third-party claim immediately after such claim was filed, lodged and/or raised; and 3. The Provider 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 Provider 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 London Court of International Arbitration (LCIA), 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 of UK. 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. |

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| **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 products 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 or applicable legal regulation or based on a request of a state authority entitled to request such Confidential Information. |
| (3) Affiliates and subcontractors as well as auxiliaries of theProvider 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 Recipient to the Provider shall not be applied to data and information which are intrinsically needed for the generation of the Provider´s products and for the fulfilment of the Provider’s contractual obligations to its customers to provide these products.  **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 Provider Group as well as all other possible General Terms and Conditions of either the Provider or the Recipient 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 deemed 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 Provider may transfer and assign any or all of its rights and obligations hereunder to any Affiliate of the Provider with the written consent of the Recipient. 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 copies, with two counterparts 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).  **Signatures**   |  |  | | --- | --- | | 1) Bet Invest ltd. | 2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Mr. Andrii Matiukha  Director  Web: www.betinvest.com |  | |