

AGREEMENT FOR PROVISION OF SERVICES

1 January 2018

This agreement for the provision of services ("**Agreement**") is made by and between:

mBet Solutions N.V., (registry number 165763 Suite 3, Global Village, Jivan's Complex, Mont Fleuri, Mahe, Seychelles (hereinafter **mBet**) and **mProcessing Solutions Ltd**, (registry number HE 373261), address Menandrou 4, GALA TOWER, 2nd Floor, 1066, Nicosia, Cyprus (hereinafter **mProcessing**). mBet and mProcessing jointly referred to as the **Parties** and individually as the **Party**.

1 BACKGROUND, PURPOSE AND SCOPE OF THE AGREEMENT

- 1.1 The Parties have agreed that mProcessing shall perform payment provider services (hereinafter **PSP-s**) to mBet (hereinafter **Services**).
- 1.2 This Agreement forms a frame agreement concerning the relations of the Parties and by this Agreement the Parties shall agree on the terms of their cooperation.

2 SCOPE OF SERVICES

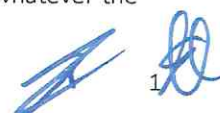
- 2.1 mProcessing, being a subsidiary of mBet, shall operate as a payment service operator for mBet, providing the service of gathering and operating different online PSP-s that are being used by mBet for accepting electronic payments, such as credit card payments and bank transfers (including SEPA), from end customers.
- 2.2 Once the received funds have been cleared by mProcessing, mProcessing shall reconcile 90% of the cleared funds to mBet on a weekly basis. mProcessing shall hold the rolling reserve for 90 days and reconcile funds to mBet once they are cleared.

3 CONFIDENTIALITY

- 3.1 Under this Agreement, the Parties may have access to information which is confidential to either Party ("**Confidential Information**"). Confidential Information includes, but is not limited to any technical or non-technical data, formulae, plans, financial conditions, software configurations and products, business plans, information about employees, business records, lists of past, current and potential customers, documentation, marketing reports, lists of employees and data on them, contracts, contractual relations, policies and procedures, know-how and any other information that may be disclosed by mProcessing (or mBet) or any of its employees or associates or information to which mBet (or mProcessing) has access provided by mProcessing (or mBet) or any of its employees or associates, or any information that has become known otherwise in connection with the performance of its obligations under a contract between the parties. Confidential Information is also: (a) the conditions and rates contained in this Agreement, (b) any other information that is clearly marked as confidential or, if disclosed orally - marked as such at the time of disclosure and, (c) information that by law is considered Confidential Information / trade secret of the disclosing Party.
- 3.2 Confidential Information shall not be considered for either Party an information that: (a) is or becomes publicly available without this being the result of action or omission of the receiving Party, (b) has been lawfully owned by the receiving Party prior to its disclosure and which was not obtained directly or indirectly by the Party, which the information disclosed concerns, (c) is lawfully made available to the receiving Party by a third party that is not subject to restrictions on disclosure of relevant information, or (d) is independently created by the receiving Party.

4 LIMITATION OF LIABILITY

- 4.1 Unless otherwise is explicitly agreed herein, except in the case of willful misconduct or gross negligence of the defaulting Party, neither Party shall be liable to the other Party in contract, tort, or otherwise, whatever the



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cause thereof, for any loss of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement.

5 TERM AND TERMINATION

- 5.1 This Agreement enters into force at the time of last signature below and remains in force until terminated by either Party. Each Party may terminate this Agreement by a written one (1) months' notice delivered to the other Party.
- 5.2 The Parties are entitled to terminate this Agreement with immediate effect by a written notice delivered to other Party without cause during the initial term of three months after the signing of this Agreement (pilot phase) and during the term in the event that the other Party commits a material breach of this Agreement and failing to remedy such breach within fourteen (14) days.

6 MISCELLANEOUS

- 6.1 Neither Party is liable for a failure in its performance due to a cause beyond the Party's control that the Party could not reasonably have foreseen at the at the time of entry into force of this Agreement and the consequences of which the Party could not reasonably have prevented (*force majeure*). In the event that *force majeure* continues for over thirty (30) days either Party shall have the right to terminate this Agreement with immediate effect without liability.
- 6.2 This Agreement and all its appendices constitute the entire Agreement between the Parties with respect to the subject matter hereof. It supersedes all proposals, oral or written, all previous negotiations, and all other communications between the Parties with respect to the subject matter hereof.
- 6.3 No modification, alteration, or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by duly authorized representatives of both Parties.
- 6.4 Failure by either Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce the same, and the waiver by either Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.
- 6.5 If any part of this Agreement is held to be invalid or unenforceable such determination shall not invalidate any other provision of this Agreement; however, the Parties hereto shall attempt, through negotiations in good faith, to replace any part of this Agreement so held to be invalid or unenforceable. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining part of this Agreement.
- 6.6 This Agreement shall be governed by and construed in accordance with the laws of Curacao, excluding its choice of law provisions.
- 6.7 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be settled amicably between the Parties. In case the dispute cannot be resolved amicably, the dispute shall finally be settled by arbitration. The award shall be final and binding on the Parties. The arbitration proceedings are confidential information.

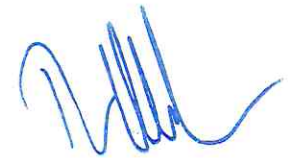
This Agreement has been executed in two (2) identical copies, one (1) for each Party.

mBet Solutions N.V.

mProcessing Solutions Ltd


Name: _____
Andy P. Senior
Director


Name: _____
Christopher van Rosberg
Director


Name: _____
TIM HEATH