



Curaçao eGaming IP Licensing & Compliance

IP LICENSING & COMPLIANCE SERVICES SCHEDULE

COMPANY: Chapter One N.V.	DATE: October 1, 2014
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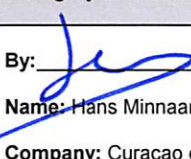
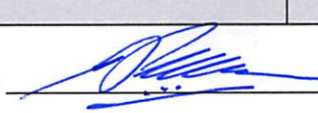
THIS eGAMING IP COMPLIANCE SERVICES AGREEMENT (the "Services Agreement") is made and entered by and between the above referenced entity and **Curacao eGaming & Conet eCommerce Services**, duly incorporated in Curacao.

By signing this Services Agreement, Client agrees to be subject to and abide by the terms of this Services Agreement, the eGaming IP Marketing and Services Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy found at www.conet.net/esupport/ which such agreements and policies are incorporated herein by reference. In case of any discrepancy between the terms of this Services Agreement, the IP Marketing and Services Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy, they shall govern in the following priority: (1) this Services Agreement; (2) IP Marketing and Services Agreement, (3) the Compliance Services Agreement; (4) General Policies, Conditions (5) the SLA. The Services Agreement, the IP Marketing and Services Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy shall collectively be referred to as the "Agreement."

I. IP Services Fee Schedule

Client has elected to purchase the following services described below at the following rates:

QTY	IP LICENSING & COMPLIANCE SERVICES DESCRIPTION	NRC	MRC	TOTAL NRC	TOTAL MRC
1	eGaming IP License Registration		€1200		€1200
1	Domain/Site Seal Registration and Validation (www.betpersia.com)		€300		€300

COMMENTS: Contract Term: 1 year Billing Cycle: Quarterly			TOTAL NRC	TOTAL MRC €1500/mo.
By:  Name: Hans Minnaar Company: Curacao eGaming & Conet eCommerce Services Title: Director Date: October 1, 2014	By:  Name: Carmanco N.V. E.G. Praag Company: Chapter One N.V. Title: Managing Director Date: October 1, 2014			

Legend: MRC = Monthly Recurring Charge, NRC = One-time Non-Recurring Charge, TBD= to be determined, incl.= Included
First invoice will be for NRC + MRC charges. + 3mo. MRC security deposit.

II. QUOTE NOTICE

- For the purpose of this document, the "Agreement" and this legal notice, a reference to Client shall also mean IP (Information Provider) "Conet, CloudX, CloudXcel, CXL" shall also mean a reference to Conet eCommerce Services, the authorized IP compliance service provider for Curacao eGaming. A reference to "CEG" shall mean a reference to Curacao eGaming, SP (Service Provider)
- Legend: MRC = Monthly Recurring Charge, NRC = One-time Non-Recurring Charge, TBD= To be determined, incl.= Included
- First invoice will be for NRC + MRC charges. + 3mo. MRC security deposit.
- MRC charges will be invoiced and effective within 30 days of signing of this agreement.
- Recurring compliance traffic charges assumes minimum 75% traffic utilization and delivery will be via North America and Europe.
- Origin, Service, Application, Data Compliance Services: A compliance configuration, site, application services configuration or setup for eGaming license IP application services compliance.
- Pre-purchase bandwidth rates are available. (Inquire for current pre-purchase and additional GB or Mbps overage rates).

- h) Compliance services bandwidth is separate from server / origin infrastructure bandwidth.
- i) Bandwidth overages are calculated at current overage rate per GB rate, pre-purchase rates available.
- j) Traffic measurements are based on GB utilization or Mbps 95th percentile calculations; bursting is rate limited by CIR. 30-Day usage beyond Contracted CIR is invoiced at subscribed to traffic rate; upgrade of capacity is immediate and without penalty (retroactive upgrade to a maximum 30-days).
- k) CIR and services adjustments are for a one (1) year minimum period.
- l) Compliance services control panel management access may be charged for separately.
- m) Administrative services, customs clearance, import duties, registration, shipping, delivery services, support services, SLA will be charged separately.
- n) Setup, installation + any additional required hardware, software, materials and/or services will be charged separately.
- o) Email support consists of e-mail technical support assistance via our support ticket system or Self Service Center and services management portals.
- p) 24/7/365 support assistance or Remote Hands assistance is available as per subscribed to SLA.
- q) All offers, quotes, proposals, estimates and tender-bids ("Quotes") by Conet are free of commitment and subject to contract, even when a period for acceptance is mentioned in the Quote. In case no period for acceptance is mentioned, Quotes cease to be valid after thirty (30) days from the date of the relevant Quote. Conet shall not be bound by variations or amendments or changes to a Quote that occur in the acceptance by Client of such Quote. Nor shall Conet be bound by a partial acceptance of a (composite) Quote.
- r) Upon acceptance by Client of the Quote set out in this Quote Sheet an order comes into existence (the "Order") and the Quote Sheet shall be deemed an "Order Form".
- s) Client acknowledges that the RFS Date is a target date and that such has been determined by Conet based on the information known to Conet when it issued the Quote. Without prejudice to the foregoing, Conet shall use commercially reasonable efforts to ensure that the Services will be ready for Client's use on the RFS Date. If Conet determines that the Services will not be ready for Client's use on the RFS Date, Conet shall give notice of the expected duration of such delay prior to the RFS Date. Conet's notice of delay shall state a new RFS Date. In connection with the foregoing, Client acknowledges and agrees that the mere fact that a RFS Date has been exceeded or delayed shall not cause Conet to be in default. The foregoing applies equally to the RFI Date.
- t) The Service Charges set out in the Quote are in EURO and exclusive of tax. The Service Charges are subject to (periodic) review and amendment by Conet.
- u) The scope and nature of the services offered by Conet are set out in the "Services Specification". The performance parameters or service levels with respect to the services offered by Conet are set out in the "Service Level Schedule".
- v) Conet applies general terms and conditions (the "General Conditions") and policies with respect to the use of its Services.
- w) A copy of the Services Specification, the Service Level Schedule, the General Conditions and Policies have been made available to Client and are available on the following page on our website: <http://www.conet.net.com/esupport>
- x) Unless expressly agreed otherwise in writing by Conet and Client in an agreement, the Services Agreement, the eGaming IP Licensing Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy shall apply to this Quote.
- y) This Services Quote, the Order, the provision of Services by Conet and any other agreements and/or legal relationships between Conet and Client are governed by the laws of Curacao.
- z) Subject to the relevant clause in the General Conditions on jurisdiction and dispute resolution, the competent courts of Curacao, shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement or other agreements or other legal relationships resulting there from.
- aa) This service quote is provided for based on information provided by the client or prospects description of required eGaming IP Licensing and Compliance Services for the services to be licensed and operated by the Client. Client assumes responsibility for incorrect, inaccurate or omitted information that forms the basis of the Services Quote or Order.
- bb) Any modifications in requirements, services or scope of work or 3rd party services may cause modification to this services quote.
- cc) All pricing in this estimate is based on monthly rates in US Dollars, or as otherwise indicated.
- dd) Service and equipment prices and estimates are based on the current currency exchange rates, which are subject to change/currency fluctuation. Fluctuations, price increases, tax changes or any other reason, client is required to pay the increase when notified by Curacao eGaming.
- ee) Clients reduce the risk of any currency fluctuations and rate changes by pre-purchase of services for 3 months, 6 months or 1 billing cycle.
- ff) We reserve the right to vary prices and rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers.
- gg) Any information contained within this quotation is confidential and proprietary. Any reproduction, use, appropriation or disclosure of this information in whole or in part without specific written consent of Curacao eGaming is strictly prohibited.

III. Fees, Invoicing, Payments

A. Fee Information is Confidential. The pricing of the Services provided by CEG / CONET to Client, both for its elements and in the aggregate, is Confidential Information. Disclosure of such Confidential Information breaches the terms of this Agreement.

B. Invoicing and Payments

1. All invoices will be sent electronically to the billing email address specified within the billing system. Client must ensure that (i) CEG / CONET has the correct invoicing contact email address on file at all times and (ii) Client continues to receive invoices on a quarterly basis. If Client does not receive an invoice, it is Client's responsibility to inform CEG / CONET of this fact.
2. All recurring Fees due hereunder, including, without limitation, the Total Monthly Services Fee, shall be invoiced in advance. However, Client may elect to have such Fees invoiced in advance, on a quarterly, semi-annual or annual basis, provided that Client elects to pay all Fees due hereunder via ACH/direct withdrawal, wire transfer or credit card. Any one-time Fees, including, without limitation, any applicable Overage Fees or Additional Service Fees, will be invoiced in arrears, on a monthly basis. Client will receive any required usage reports on a monthly or quarterly basis. The first, second or final billing invoice may include charges for partial month Fees (for the Total Monthly Services Fees in the case of the former and for Overage and Additional Services Fees, security deposits and other one-time Fees, in the case of the latter) for Services if the Services are activated in the middle of a billing cycle.

3. If Client fails to pay the Fees to CEG / CONET by the Due Date of any month a late fee of €125 will be charged to the clients account; during the Term hereof for two (2) consecutive months, on the next late payment, customer will be assessed again for additional administrative charges. CEG / CONET may suspend any or all Services to Client if payment for any Service is overdue. A "Suspension" and "Reinstatement Fee" equal to five-hundred dollars (€500.00) each will be assessed for suspended Services and must be collected with the overdue Fees for the account to be reinstated; in addition CEG / CONET may charge interest on all due but unpaid Fees at 1.5% per month ("Default Interest") until paid in full. Client agrees to and shall pay to CEG / CONET all costs of collection of the Fees, Default Interest and Administrative Charges. Client's obligation to pay the Fees, Default Interest and Late Charges shall survive the expiration or earlier termination of this Agreement. All payments must be made in Euro unless otherwise agreed in writing and, when paid, are non-cancelable, non- contingent and non-refundable. If client pays in any other currency, client shall be responsible for any shortfall because of currency conversion or bank charges.

4. If Client requests that SP provide services not specifically set forth herein or the Compliance Services Schedule and CEG / CONET agrees to provide such services, Client agrees to pay CEG / CONET's standard fee for such service at the time such service is invoiced and or services rendered for such charge as the parties may mutually agreed upon prior to the delivery of the service.

IV. Term, Termination

A. Term. The term of this Agreement shall commence on the date of this Agreement's execution and run for one year from such date (the "Initial Term"). This Agreement will automatically renew from year to year after the expiration of the Initial Term (a "Renewal Term"), unless earlier terminated in accordance with this Agreement.

B. Termination and Suspension.

1. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least sixty (60) days prior written notice of the breach and such breach is not cured within such sixty (60) day period. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.
2. CEG / CONET, SP may terminate this agreement by means of immediate notification due to Client's/IP's failure to comply to the terms set in this Agreement, Services Agreement, the eGaming IP Licensing Agreement, the Compliance Services Agreement, the Service Level Agreement (the "SLA"), the General Policies, Conditions, and the Acceptable Use Policy the License, and the Rules, Restrictions and Regulations set by the SP and or the eGaming IP Compliance Service Provider or the Government, or failure to maintain account in good compliance standing.
3. Client may terminate this Agreement without cause at any time during the Initial Term or any Renewal Term; however, upon such termination without cause Client shall pay an Early Termination Fee (as such term is defined in Section III(B)(7)).
4. CEG / CONET may terminate this Agreement during the Initial Term or any Renewal Term without cause upon at least sixty (60) days prior written notice to Client.
5. CEG / CONET reserves the right to suspend the Services to Client and/or terminate this Agreement if: (i) Client fails to timely pay any undisputed amounts, (ii) the Parties fail to reach resolution with regard to any disputed amounts (iii) Client breaches the terms of the "Agreement", which may from time to time be revised, at CEG / CONET sole discretion. It is the clients responsibility to review all posted documents or web site notifications for changes. If CEG / CONET terminates this Agreement due to Client's breach of the "Agreement", Client agrees to pay CEG / CONET an Early Termination Fee (as such term is defined in Section III(B)(7)).
6. Client acknowledges and agrees that CEG / CONET may, from time to time, at CEG / CONET sole discretion, upon sixty (60) days prior electronic notice to Client, change or discontinue the Services or elements thereof. If such changes are unacceptable to Client, Client may terminate this Agreement by providing written notice of such termination at least thirty (30) days prior to the date on which the change noticed by CEG / CONET is set to occur.
7. In the event that (i) CEG / CONET terminates this Agreement in accordance with Section III(B)(1) and/or Section III(B)(5) or (ii) Client terminates this Agreement in accordance with Section (III)(B)(3), Client agrees to pay CEG / CONET an early termination fee equal to the number of months remaining on the Initial Term or the then current Renewal Term (whichever the case may be) times the Total Monthly Services Fee ("Early Termination Fee").

V. Client Contact and Billing Information

Billing Payment Information. Payments for the Total Monthly Services Fee will be made in advance; however, Client may elect to pay the Total Monthly Services Fee quarterly in advance, provided that Client elects to pay all fees due hereunder via ACH/direct withdrawal or credit card or wire transfer.

Client Contact Information:	Billing Contact Information:
Name:	Name:
Address:	Address:
Email/Skype:	Email/Skype:
Phone (Office/Mobile):	Phone:

M

van Hoop Angel

From: William Ghorbani <william@betfoot.com>
Sent: Friday, October 31, 2014 11:12 AM
To: Monique van Hoop Angel
Cc: compliance@curacao-egaming.com; husse83@hotmail.com; hossein@betfoot.com
Subject: Re: Adjusted Services Schedule | Chapter One N.V.

Hi Monique,

We approve this. Thank you.

Best regards,
William Ghorbani
Business Development

Mob: +46-73-922 22 46 | Tel: +46-8-722 23 00 | Skype: williamghorbani
www.betfoot.com



On Fri, Oct 31, 2014 at 2:08 PM, Monique van Hoop Angel <monique@conet.net> wrote:

Dear William,

Please find herewith our adjusted IP Compliance Services Schedule for your review.

Please provide us with your approval and we will provide Carmanco N.V. with the originals for signing the adjusted Services Schedule.

As soon as the originals are signed we will provide you with the scan copies.

You were already informed that we are in process to start charging clients in EURO's, please be informed that in the EURO administration the clients will be charged Quarterly.

Bear also in mind that the deposit will be adjusted from 2*MRC's to 3*MRC's as this is required by Q-billing.

Your quarterly billing will start for the service period December 2014.

Should you have questions or comments don't hesitate to contact us.

We hope to have informed you accordingly.

Best Regards,