

RESELLER AGREEMENT

Parties

This Agreement is made between _____,
with the registered address _____ (hereinafter "Reseller").
and

Rakeback OÜ Ltd, a company incorporated under the laws of Estonia
with its registered address at Rotermanni 5-21, 10111 Tallin, Estonia (hereinafter "Company").

Background

Company markets and promotes online, virtual poker rooms on the Internet, currently mainly by offering the players back part of the commission they pay the poker rooms (the so called "rake"). Among other poker related content the Company's web site offers players features that let them follow up how much rake will be returned to them. In exchange for its marketing efforts Company receives sales commission from the poker rooms based on the revenue the players it has brought to them generate.

The parties wish to co-operate in order to get more players to sign up to the aforementioned poker rooms via Company. This agreement (hereinafter "Agreement") sets out the terms and conditions for the said co-operation.

1. Definitions

For the purpose of this Agreement the following terms and definitions shall have the following meaning:

- **Poker Room** means an online poker room listed on the Company's web site(s) that Company markets and promotes against sales commission.
- **Tracking URL** means a unique hyperlink or other linking tool for referencing our web site or services through which Reseller refers potential real money players.
- **Tracker(s)** means unique Tracking URL(s) or sign-up code or other technical means that the parties have agreed upon that Company provides exclusively to Reseller, through which Company tracks players signing up because of Resellers efforts.
- **Customer** means an individual/legal person participating in real money gaming (where actual currency or currency equivalent is used for betting) who has become a client Rakeback and one of the Poker Rooms represented by it as a result of Reseller's marketing efforts and who has been assigned a Tracker linking the Customer to Reseller.
- **Rakeback** means the amount of money that is returned to the player from the total commissions (so called "rake") he has paid to the Poker Rooms because of the player being a customer of Company.

2. Subject matter of the Agreement

Reseller agrees to market and promote the services offered by Company's web site www.rakeback.com in return for sales commission. The said sales commission shall be based on the total Rakeback generated by Customers. The commission shall be calculated monthly based on the total Rakeback for all Customers for the previous calendar month.

3. Preconditions

Company expressly indicates that promoting games of chance, whether on the internet or otherwise, may be restricted or expressly prohibited in some jurisdictions.

Reseller represents to Company that it has the ability and experience to carry out the obligations assumed by it under this Agreement and that by virtue of entering into this Agreement it is not and will not be in breach of any express or implied obligation to any third party binding upon it. By entering into this Agreement, Reseller confirms that it operates under its own name and for its own account and that it complies with any laws concerning gaming and gambling in its jurisdiction. Reseller shall act as an independent trader towards both Company as well as the customers.

4. Obligations of Reseller

Reseller shall use all reasonable endeavours to market Company's services on its web site and/or otherwise in order to attract new Customers.

Reseller shall assign sufficient dedicated person(S) and use its best efforts to handle day-to-day business arising from this Agreement in a timely and efficient manner.

Reseller is solely responsible for the content and manner of marketing Company and it is its sole responsibility to comply with any relevant laws, policies or other instructions imposed in its jurisdiction.

Reseller shall ensure that its marketing activities arising from this Agreement do not infringe any rights of third parties (including copyright and trademark rights, the general right of personality or any other rights) and that the material presented by it is neither libelous nor defamatory or illegal in any other way.

Reseller agrees to adhere to all marketing guidelines given to it by Company and expressly acknowledges and understands that breaching these may harm Company's relationship with the Poker Rooms it represents.

5. Obligations of Company

Company shall assign one or more dedicated person(s) and use its best efforts to handle day-to-day business arising from this Agreement in a timely and efficient manner.

Gaming Company shall monitor, track and record all Customers brought to it by Reseller, and report to Reseller on the monies owed to it based upon Payment Terms stated below.

Reseller understands and accepts that said reporting is based upon reports that Company gets from Poker Room(s) and that Company therefore cannot guarantee the timeliness and/or accuracy of said reports.

Company shall pay Reseller all monies owed once per month.

6. Commission

When the number of Customers is equal to or greater than 10, Reseller shall be entitled to receive as sales commission a percentage of the total Rakeback generated by the Customers as stated below:

Total Rakeback for calendar month (US\$)	Commission percentage
0-999	0%
1,000 – 4,999	5%
5,000 – 9,999	7%
10,000 – 19,999	10%
20,000 – 29,999	12.5%
More than 30,000	15%

The Company has the right to lower the commission percentage only if:

- a) A change in the commission percentage paid to Company by a Poker Room changes the total Rakeback by more than 2%.
- b) The total Rakeback paid to Customers exceeds 30% of the total net rake they have generated.

In case Company should lower the commission based on the above it shall notify Reseller of such a change without delay.

7. Payment Terms

Company shall pay the commission once per month.

Payments shall be made by Company to Resellers during the last 5 business days of the following month provided that Company has been paid by the Poker Room(s) for which the commission is based.

In the event of a disagreement on behalf of Reseller with the monies owed to it by Company, it is Reseller's sole responsibility to refuse any payment and immediately upon discovery make representations in writing to Company detailing the grievance. In any event, disputes must be made within 30 days of the date that Company sends the first undisputed communication. Representations made after this period will be deemed forfeit and Reseller shall have no claims in that regard. Acceptance, withdrawal or deposit of payment will be deemed to be acceptance of full and final settlement for that month's commission.

8. Transfer of Agreement

This Agreement cannot be transferred by either party without the written consent of the other party, except as set out in clause 9 below.

9. Change of ownership, mergers etc.

In case Company will merge, divide, transform or any other way reorganises its business or a change of ownership of its business occurs, it is the responsibility of Company to inform Reseller about the changes and Company will be responsible for performing its obligations of this agreement to the Reseller prescribed Company.

10. Confidentiality

Either party, in the course of his carrying out of this Agreement may, from time to time, become privy to confidential information about the other party and/or its business or matters relating to its business. Neither party shall divulge such information to any third party for the entire course of this Agreement and for 12 months after the term of the Agreement has ended.

11. Amendments to the agreement

The terms of this Agreement may be altered only with the consent of both parties.

12. Legal Jurisdiction and Indemnity

The parties agree to fully indemnify, defend and hold each other, and their officers, directors, employees, agents, contractors and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of any breach of this Agreement. The parties agree that Rakeback will not be considered in breach of this Agreement in the event of rearranging its Website registration and operations or its business due to the fact that it turns out that the Website may be restricted or prohibited in a certain jurisdiction.

This Agreement shall be governed under Estonian Law. Any disputes arising hereunder will be settled before a competent court of law in Estonia.

Should any of the contractual provisions above be or become ineffective, all other stipulations of the agreement shall continue in full force and effect.

13. Term and Termination

This Agreement takes effect after being signed by both parties and shall continue until terminated in writing with 30 days notice by either party.

However, Company shall continue to report Customer's Rakeback and pay commissions as stated earlier in this agreement (clauses 6 and 7) for as long as any of the Customers generate Rakeback to Company regardless of whether or not this agreement is still in effect or not, provided that the Company has been paid by the Poker Room(s) for which the commission is based.

14. Force Majeure

Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the act of God, compliance with any law or governmental order, rule or regulation (an "**Event of Force Majeure**"); The party affected by the Event of Force Majeure shall immediately give the other party written notification of the nature and extent of the Event of Force Majeure and the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing on such alternative arrangements as may be fair and reasonable.

15. No partnership

Nothing in this Agreement shall:

- (a) create a partnership or joint venture between the parties;
- (b) save as expressly provided in this Agreement neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.

16. Costs

Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.

This agreement has been entered into on the date stated at the beginning of it in two identical copies, one for each of the Parties.

Date and Place: _____

Tallinn _____ 2008

Reseller

Rakeback OÜ Ltd.