

## AGENT - LETTER OF ENGAGEMENT

This letter acknowledges and confirms the terms upon which (hereinafter referred to as the “**Agent**” or “**you**”) has agreed to be engaged by **SV Gaming Limited** (hereinafter referred to as “**BetKing**”, “**we**” or “**us**”) as an Agent. You agree to be bound by this letter of engagement and our Standard Terms and Conditions, which are on our website [www.betking.com](http://www.betking.com), are subject to change from time to time and such other terms which we, acting in our sole discretion, may determine from time to time.

### PROVISION OF SERVICES

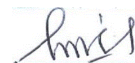
You agree to provide us with the services described in this letter of engagement, in connection with all aspects of the establishment, maintenance and growth of a betting shop (referred to as “**BetKing shop**”) for the promotion and sale of BetKing’s virtual and sports products (“**BetKing Products**”) in Nigeria (the “**Territory**”). You agree that the services shall be performed diligently, conscientiously, and efficiently, to the best of your technical skill and ability and in a professional and competent manner. In discharging these services, you shall observe the following:

### **BetKing Shop Operations**

1. At your own cost and expense, establish, operate, manage, and maintain a location to be described as a BetKing shop within the Territory designated to you by us, for the purpose of promoting, marketing, and selling BetKing Products as may from time to time be made available by us.
2. Follow all operational policies outlined in our Standard Terms and Conditions which may be amended by us from time to time.
3. Employ and retain such number of qualified, and competent staff, who shall manage and maintain the BetKing shop at all times during business hours.
4. Ensure that all staff working in the BetKing shop have formally accepted our letters of engagement and are legally permitted to work in the BetKing shop in accordance with applicable laws, rules and regulations and ensure that the integrity of our Standard Terms and Conditions are maintained.
5. Guarantee that the BetKing shop is properly branded with our most recent brand which can be accessed on the Agent Admin Platform on our website and may be updated from time to time, in accordance our Standard Terms and Conditions.
6. Not change the location of your BetKing shop without our prior written consent and approval.

### **Performance**

7. Utilize your best efforts in ensuring that the BetKing shop meets and surpasses expected minimum volume of transactions within the Territory assigned to you.
8. Accept bets/stakes from customers in accordance with our Standard Terms and



Conditions without additional charges or expenses of any kind whatsoever.

9. Not to enter into any arrangement to share or have any claim to customer winnings.
10. Keep and submit to us on such terms as are provided in our Standard Terms and Conditions, proper and accurate records of all transactions in the BetKing shop including but not limited to customer contact details, details of all transactions and receipts of payments of winnings.
11. Handle all bets/stakes, as well as deposits and payments from customers, in a professional manner, promptly offering the BetKing Products required in accordance with our Standard Terms and Conditions.
12. Ensure that there are no deductions from winnings and that customers promptly receive the full value of their winnings in accordance with our Standard Terms and Conditions.
13. Ensure that all BetKing Products are available to customers at all times.
14. Educate customers on the rules, terms and conditions guiding the available games, their betting, stake, winnings etc., as may be communicated by us from time to time.

### **Compliance**

15. Ensure that you uphold applicable gaming laws, rules, regulations, policies and responsible gaming principles with respect to your activities in the BetKing shop including, without limitation, the prevention of underage gambling, protection of vulnerable gamblers, safety measures against criminal activities, information privacy, ethical and responsible marketing.
16. Comply with our Standard Terms and Conditions regarding your activities in the BetKing shop and the management of the betting accounts.
17. Observe all directives, instructions and mandates given by any Super-Agent in charge of the Territory or Agent Network within which the BetKing shop is situated.
18. Immediately implement all instructions and or recommendations issued by us with respect to the operation or management of the BetKing shop.
19. Promptly report any suspicious transactions, activities or any actual or potential breaches of any applicable laws by a customer(s) to BetKing via email [as@betking.com](mailto:as@betking.com). You undertake to co-operate with us and any regulatory or law enforcement personnel in the investigation, detection or prosecution of any offence and or discharge of any applicable laws.
20. Comply with and implement any list from the regulatory authorities regarding persons to be excluded or ejected from a licensed premises and prohibit them from partaking in gaming activities.
21. In the discharge of your services, you shall comply with all applicable laws, customs and regulations in force in Nigeria, strictly observe the provisions of this letter of engagement,

and our Standard Terms and Conditions, all guidelines and policies that may from time to time be made or given by us.

**COMMISSION**

Subject to the provisions of this letter of engagement and in full and faithful performance of all services contracted herein, we shall calculate the percentage of commission payable to you in accordance with our Standard Terms and Conditions. All payments due hereunder shall be deductible by you and payable in Naira.

**TAXES AND DEDUCTIONS**

You shall be responsible for the assessments, deductions, and remittance of applicable federal and state taxes from the commission due to you under this letter of engagement. Notwithstanding the above, we shall be entitled to deduct such further taxes which are determined to be due and payable from any commission accruing to you hereunder.

**TERM AND TERMINATION**

This letter of engagement shall become effective on the date you accept same and shall continue, unless terminated in accordance with our Standard Terms and Conditions (the “**Term**”). BetKing shall not be responsible for any financial loses, etc. on your part, that may result from termination.

**STANDARD TERMS AND CONDITIONS**

The Standard Terms & Conditions referenced in this letter of engagement are hereby incorporated. You undertake and agree with our Standard Terms and Conditions as if same were now set out in full. In the event of any conflict between the provisions in this letter of engagement and our Standard Terms and Conditions, the latter shall prevail.

Please indicate your acceptance of this letter of engagement by clicking the “**I Accept**” button hereunder.

For and on behalf of **SV Gaming Limited**  
**Neil Bothma**  
**CEO of Nigeria**



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By clicking here, you hereby confirm that you have read, understood, and accept this letter of engagement.