

Partnership revenue sharing through attracting new Mobile Network Operator (5% of Net Revenue)

Connecting CyberPlat to a new MNO by our partner means:

1. Acquaintance with the top-management of the MNO,
2. Assistance in negotiating and signing an agreement for online flexible top-up
3. Assistance in creating a payment gateway according to CyberPlat technology.

After completing connection to the MNO, CyberPlat will connect the retail network by itself. Eventually, the revenue collected for the MNO will reach, for example, \$1bn.

The MNO usually sells prepaid cards with the discount of 6-10%. CyberPlat should receive commission for the top up revenue collection at the rate of not less than the discount for prepaid cards. CyberPlat will pay to the retail network the commission at the rate of the commission received from the MNO less 1 percent.

Therefore, CyberPlat will retain 1% margin. With total turnover of \$1bn, its net revenue will be \$10 mln per year.

Therefore, the commission of CyberPlat's partner who will connect CyberPlat to this new MNO will be 5% of the Net Revenue of CyberPlat, i.e. will amount to **\$500 000 every year**, as long as the contract with the MNO

AGENCY AGREEMENT No. ____

Location: _____ Date«_____»«_____» 200__

CyberPlat Moscow, hereinafter referred to as "the Company", represented by _____, acting on the basis of the Power of Attorney _____, on one hand, and _____, hereinafter referred to as "the Agent" on the other hand, jointly referred to as "the Parties", have entered into this Agreement on the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Company assigns and the Agent assumes an obligation to attract, in the name and at the expense of the Company, the Mobile Network Operator _____

(hereinafter -- "the MNO"), to enter into contracts with the Company on top-up revenue collection operations for the MNO's communications services (hereinafter -- "Revenue Collection Contract").

The Company shall pay a fee to the Agent for fulfilling the above specified assignment under the terms and conditions hereof.

1.2. The assignment is deemed completed by the Agent if the MNO, attracted by the Agent in accordance with sub-clause 1.1 hereof, has started revenue collection operations through the

CyberPlat payment processing system, on the following conditions:

- 1.2.1. minimum transaction limit is less than 0.1 US dollar,
- 1.2.2. commission for the internal top-up revenue collection must not be less than the discount for prepaid cards,
- 1.2.3. The MNO allows the Company a direct gateway to its billing system.

2. OBLIGATIONS OF THE PARTIES

2.1. The Agent is liable to:

- 2.1.1. Upon the Company's assignment and under the terms and conditions hereof, carry out negotiations with the MNO, aimed at entering into the Revenue Collection Contract to accept payments through the payment processing system operated by CyberPlat according to the conditions of sub-clause 1.2.
- 2.2. Submit Assignment Reports to the Company by the 15th day of each month, following the end of the latest calendar month. The Agent understands that additional reports might be requested by the Company at any time. The legal form of additional reports may vary.
- 2.3. The Company is liable to provide the Agent with all necessary information on operational conditions of the Company's payment processing system.
- 2.4. Accept for evaluation all Assignment Reports within 5 (five) working days from the date the report was received on.

3. AGENT'S FEE AND PAYMENT TERMS

3.1. The Agent's fee is 5% of the Net Revenue of the Company, received from the MNO. The fee will be paid in the normal course of events within one month but in any case not later than within three months following the reported month.

4. CONFIDENTIALITY

4.1. The Parties undertake obligations not to disclose information received in the course of mutual dealing being confidential for each of the Parties. The following is considered as confidential information:

- information on cooperation conditions, strategic plans and tasks of the Parties with respect to processing payments made for communication services;
- information on attraction of new legal entities to payment processing operations;
- information on commercial terms of payment processing, pricing policy of the Parties;
- information on the technologies (software) used to process payment transactions.

4.2. The Parties are obliged not to disclose information, specified in the sub-clause 4.1 hereof, to the third parties, unless it is agreed to provide the information to the third parties for the purposes of performing hereof and other agreements between the Company and the Agent.

4.3. In case of termination hereof, the Parties are obliged not to disclose and not to use the information, specified in sub-clause 4.1 hereof, in their own interests and/or interests of the third parties.

5. RESPONSIBILITIES OF THE PARTIES

5.1. Pursuant to the current legislation the Parties bear full responsibilities for failure to fulfill or inadequate fulfillment of the obligations hereunder.

6. DISPUTES SETTLEMENT

6.1. All disputes and differences between the Parties, arising in the course of dealing, are to be settled by the Parties through negotiations.

6.2. If disputes and differences are not settled by negotiations, the dispute shall be subject to settlement in the court at the Company's location.

7. VALIDITY PERIOD

7.1. This Agreement shall take effect from the moment the Parties sign the same and remains in force until _____ «_____» 200__ .The latter is subject to change, if any of the events stipulated in sub-clauses 7.2 and 7.3, occurs.

7.2. The Parties agree that should there be no progress towards signing a Payment Acceptance Contract between the Company, or any affiliated company of CYBERPLAT WORLDWIDE GROUP, and the MNO and before an actual Revenue Collection Contract with the MNO is signed, both reserve the right to terminate this Agreement unilaterally. Progress might be judged by the MNO as well in case of a court trial. An agreement termination is considered duly completed upon sending a written notice to the other party's location stated below.

7.3. If the Revenue Collection Contract with the MNO is signed until the date specified in sub-clause 7.1, this Agreement shall last as long as the Revenue Collection Contract with the MNO remains valid.

8. MISCELLANEOUS

8.1. The Parties understand that any change of the Agent's fee amount, specified in sub-clause 3.1 hereof, requires a supplementary agreement.

8.2. If the address and/or bank details are altered, the responsible Party shall immediately notify the other Party thereof.

8.3. All amendments hereto will be valid if they are made out in writing and signed by both.

8.4. This Agreement is made out in 2 (two) original copies, one for each of the Parties. All original copies hereof are identical and legally equal.

8.5 For the sake of providing convenience of financial settlements, the Company reserves the right to transfer its contract obligations to any company of the CYBERPLAT WORLDWIDE GROUP with prior written notification of the other party provided that the Company shall be liable for the fulfillment of the obligations by respective affiliated company.

9. LEGAL ADDRESSES OF THE PARTIES

Company

CyberPlat Open Joint Stock Company:

World Trade Center,

12 Krasnopresnenskaya quay.,

Moscow, 123610, Russia

mno@cyberplat.com

chain@cyberplat.com

Agent: