



GENS UNA SUMUS

AGREEMENT ON MARKETING SUPPORT AND DISTRIBUTION OF ELECTRONIC EQUIPMENT FOR CHESS

THE UNDERSIGNED PARTIES:

1.
DGT Projects B.V., registered in The Netherlands, whose registered office is in Enschede, The Netherlands, Hengelsestraat 66, duly represented by Mr Albert Vasse,
(hereafter called: *DGT*);

and

2.
The World Chess Federation (Fédération Internationale des Echecs), with its seat in Lausanne, Switzerland, and with its Secretariat at 9 Siggrou Avenue, Athens 11743, Greece, duly represented by Mr. Georgios Makropoulos (Deputy President)
(hereafter called: *FIDE*);

WHEREAS:

- DGT has the knowledge and experience on the development and production of digital game timers, e-boards, presentation software and accessories;
- FIDE is the World Chess Organization, to which the national Chess Organizations are affiliated;
- Parties have come to an agreement on September 8, 1997 ("Distribution and Marketing Support Agreement") concerning the non-exclusive distribution rights of FIDE to the Digital Game Timers of DGT (hereinafter: Digital Game Timer). A description of the Digital Game Timer is attached to this agreement as Exhibit 1. The aforementioned agreement is adjusted on November 2, 2003;
- Parties have come to an agreement on May 15, 2005 on the promotion rights of FIDE for the e-boards and ToMa software of DGT to organizers of chess tournaments that are being broadcast live on the internet with permission of FIDE. A description of the e-board (electronic chess board) and ToMa software is attached to this agreement as Exhibit 2 and Exhibit 3.

1

- On July 16, 2007 parties have agreed to renew their agreements as mentioned above and to establish their cooperation regarding the aforementioned products of DGT. Parties have agreed to lay down their arrangements in this agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

INTRODUCTION

This Agreement consists of three separate parts. Chapter I concerns the stipulations between parties on the distribution of the Digital Game Timer of DGT by FIDE and the use of the qualification "The Official Chess Clock of FIDE" by DGT. Chapter II concerns the stipulations between parties on the use of the electronic e-board and the ToMa-software of DGT at chess tournaments and chess games which are, with permission of FIDE, being broadcast live on the internet. Chapter III consists of the general terms and conditions which apply to both parts of the agreement as described in Chapter I and Chapter II.

CHAPTER I DIGITAL GAME TIMER

Article 1 Distributorship

1.1. DGT hereby appoints FIDE as an non-exclusive Distributor worldwide to its (FIDE-members) members (the national Chess Organizations) for DGT's products that are listed in Exhibit 1 attached hereto and made a part hereof subject to the terms of this Agreement (the "Product" or "Products"). For purposes of clarification, FIDE shall not have rights to distribute any of DGT's products not listed in Exhibit 1, whether or not such other products are, from time to time, sold by FIDE. FIDE does hereby accept this appointment as non-exclusive Distributor of the Products worldwide, subject to the terms of this agreement.

1.2. DGT will retain the right to distribute the products to other buyers and / or directly to members of FIDE.

Article 2 Duties of FIDE

2.1. FIDE agrees to use all best efforts to introduce and promote the sale of and obtain orders for the products.

2.2. Initial demonstration units
DGT will provide FIDE with a maximum of five demonstration units of new products, free of charge.

Article 3 Terms and conditions of sale

3.1. Purchase price
FIDE shall pay the prices listed in the Product price list, ex factory, for the products as specified in Exhibit 4. DGT is free to determine the price of the products sold to other buyers than FIDE. The prices mentioned in Exhibit 4 can be adjusted by DGT at the first June of each year with the

A handwritten signature in dark ink, appearing to be a stylized 'H' or similar, followed by a superscript '2'.

change indices for cost of labour and materials over the 12 months preceding this date. These indices are to be stated by the Centraal Bureau voor de Statistiek (CBS, www.cbs.nl) in The Netherlands. If DGT plans to adjust the prices more than these change indices for cost and materials, FIDE has the right to terminate the agreement upon the date of this price change.

3.2. FIDE will be entitled to make its own pricelist of the products for members of FIDE and will send a copy of this list to DGT.

3.3. All sales are ex factory. All costs of delivering the products to FIDE (including, but not limited to, costs for land, air and / or ocean freight, insurance, port, customs and forwarding fees, if any) shall be paid by FIDE. All prices include cost of packing and crating for export.

3.4. All prices mentioned are exclusive of the value added tax (VAT) and / or import or any other taxes. These VAT and taxes are for the account of FIDE.

Article 4 Orders and payment of purchase price

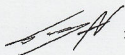
4.1. FIDE shall submit its orders for products in writing to DGT. Orders shall not be deemed accepted until confirmed in writing by DGT. The placing by FIDE of a purchase order and DGT's acceptance thereof under and in accordance with this agreement shall create a contract of sale between DGT and FIDE on the terms of such purchase order and of this agreement. In the event of a discrepancy between the terms of this agreement and the terms of any purchase order, the terms of this agreement shall prevail. Payment by FIDE to DGT of the net purchase price, and reimbursement for costs of delivery, if any, and other charges hereunder, shall be made within 60 days after the shipment date pursuant to the pricing terms set forth in Exhibit 4. Nonpayment for orders within the specified 60 days period shall be considered an immediate material breach under this agreement. Notwithstanding any other remedies available to DGT under this agreement, DGT shall be entitled to immediately suspend and / or cancel deliveries of any of its products to DGT upon any nonpayment. In addition, upon such default, amounts outstanding to DGT from FIDE shall become immediately due and payable regardless of their scheduled payment date.

Article 5 Delivery and risk

5.1. Deliveries of products to FIDE shall be according to DGT's commitments made from time to time in response to FIDE's forecasts of need, firm orders and consistency with DGT's delivery commitments to other customers.

5.2. Title to the products purchased hereunder shall pass to FIDE and all risk of loss or damage to such products shall be borne by FIDE from the time such products are given over to the first common carrier. DGT shall arrange for freight and insurance coverage on products, at FIDE's request and costs, of the type and the amounts specified by FIDE, or, if unspecified, that which in the judgment of DGT may be proper, provided that FIDE shall cover DGT's actual cost for such coverage.

5.3. All products shall be inspected upon receipt from the carrier, and claims should be filed with the carrier immediately in the event there is evidence of damage. As used in the clauses appearing herein or attached hereto, "delivery" shall occur when products are shipped to the point of destination.



5.4. FIDE shall, prior to DGT's scheduled shipment date for products to be delivered to FIDE, take all actions and provide all certificates, undertakings or other papers required of FIDE to allow for proper importation of the products to the territory, and FIDE shall pay all duties, taxes, fees, charges or other costs necessary to effect said importation. In case of CACDEC delivery, FIDE will see to it that the CACDEC customer fulfils the obligations as mentioned in 5.4

5.5. In case DGT delivers directly to the customer of FIDE, FIDE warrants the full payment to DGT. In that case DGT will only deliver after the written confirmation of FIDE, that payments will be guaranteed, is received.

5.6. Each product furnished by DGT shall be deemed accepted by FIDE unless notice of defect or non-conformity is received within 30 days of delivery or first use, whichever occurs sooner.

5.7. FIDE undertakes to promptly inform DGT of any possible infringement by third parties of DGT's (intellectual) proprietary rights including any duplication of the products, and to participate with DGT regarding any legal action against such infringement which, in DGT's judgment, should be necessary.

5.8. In the event that FIDE notifies DGT of a claim it has received that the products or part thereof purchased by FIDE hereunder infringes a third party's proprietary rights, then DGT agrees, at its discretion, either to (a) defend the claim at its expense, with the cooperation of FIDE or (b) make changes in the product or part thereof to avoid the claim, or (c) purchase the right to use such right or (d) refund to the purchaser the purchase price or the product. The foregoing states the entire liability of DGT with respect to infringement of patents or other proprietary rights by the products of part thereof, or by their operation.

Article 6 Warranty

6.1. DGT warrants that the products shall be free from defects for a period of one year from the date of delivery of the products. Provided however, that in no event shall any warranty extend more than 16 months from the date of delivery of the product. This warranty shall not cover consumable components or accessories. The liability of DGT under this warranty is limited to the transportation and repair by DGT or replacement (at DGT's option) of any allegedly defective part or parts under warranty at its expense, at either a DGT authorized service center, or, at DGT's option, at users place of business. Defective parts replaced by DGT as mentioned above, shall be returned to DGT and DGT shall have title to such parts.

It is a condition precedent to DGT's undertakings under this warranty that FIDE notifies DGT promptly, but not later than 30 days after delivery or first use. Such notice shall describe the full extent and nature of the problem.

6.2. The foregoing warranty is DGT's sole and exclusive remedy toward FIDE, and is in lieu of any and all other warranties, guaranties, promises, or representations whether written oral or implied, including warranties of merchantability, satisfactoriness or fitness for any particular purpose or use.

6.3. It shall be the responsibility of FIDE, at its sole expense, to handover products to its customers, service its customers and perform inwarranty service. DGT's responsibility shall be



4

limited to replacing or repairing defective parts and materials under warranty and to provide backup technical support.

Article 7 Promotional material and advertising

7.1. Upon request of FIDE, DGT will provide FIDE with a reasonable amount of promotional material.

7.2. FIDE needs the written permission of DGT for all promotional activities of FIDE regarding the Products.

Article 8 Titling, trademarks and marketing support

8.1. DGT is entitled to use the title 'the official chess clock of FIDE' for the Products (only for the Products as mentioned in Exhibit 1). FIDE will give this title only to the Products of DGT: this right will therefore be exclusive.

8.2. DGT is entitled to use the above mentioned title, and / or variations on this title and the logo of FIDE (as described in Exhibit 6) on the Products (as mentioned in Exhibit 1) and / or on printed material and / or in its promotional activities concerning the digital gametimers. DGT is entitled to present itself as "*Producer of the Official FIDE chess clock*".

8.3. FIDE will retain the right to state that chess clocks of third parties comply fully with FIDE rules and regulations.

8.4. FIDE will support the marketing efforts of DGT to members of FIDE in any way that is reasonably requested by DGT. Article 12.6 is applicable.

8.5. Both parties acknowledge the validity and proprietary value of the trademarks and tradenames of the other party including, but not limited to, the names DGT/FIDE, digital gametimer. FIDE undertakes to display DGT's trademarks and tradenames and the sale and marketing of products hereunder. In the event of expiration or termination of this agreement parties shall immediately discontinue all use of the trademarks and tradenames of the other party as mentioned in this agreement except as may be required for the sale of FIDE's inventory of products.

Article 9 Royalties

9.1. DGT will pay a fixed amount of royalties for the use of the title 'the official chess clock of FIDE' of € 20.000 per 12 months during the term of this agreement.

9.2. Payments as mentioned in article 9.1 will be made in four instalments every quarter, the first (€ 5.000,-) on April 1st, then July 1st, October 1st 2008 and January 1st 2009 etc.

9.3. FIDE is entitled to a royalty fee of €0,75 per product that has been sold by DGT with the title "the official chess clock of FIDE".



5

9.4. Before the 15th January and the 15th July of every year DGT will send a statement to FIDE with the count of the total of products, sold by DGT to other buyers than FIDE in the 6 months preceding discount.

9.5. FIDE will send an invoice to DGT for the above mentioned royalties of the total amount invoiced by DGT to its customers for all products, sold to other buyers than FIDE during the 6 months preceding the months in which FIDE receives the information. DGT will pay these royalties within 60 days after FIDE has accepted the accounts as being accurate and has sent the invoice as mentioned above to DGT. Nonpayment within the specified 60 days period shall be considered an immediate material breach under this agreement. Notwithstanding any other remedies available to FIDE under this agreement, amounts outstanding to FIDE from DGT shall become immediately due and payable regardless of their scheduled payment date.

9.6. FIDE has the right to demand once a year a statement of the external auditor of DGT in which is stated the aforesaid statements of DGT to FIDE are true and accurate.

CHAPTER II

ELECTRONIC E-BOARDS AND CHESS PRESENTATION SOFTWARE (AMONG WHICH TOMA SOFTWARE)

WHEREAS:

- FIDE has the right to select and contract organizers for specific chess events, e.g. tournaments that are part of the World Championships cycle and Chess Olympiads.
- FIDE has the right to determine the way in which the broadcasting of the games of such events live on the Internet is arranged by the organizers. DGT has developed and has the intellectual property rights to the DGT e-board, an electronic chess board designed to register chess games and in Chess Presentation Software (among which ToMa software) (plus improved versions), designed to broadcast such registration of chess games live on the Internet, both manufactured and / or assembled through the use of certain technical information. The aforementioned DGT e-board is described in Exhibit 2, the Chess Presentation Software (hereafter called: ToMa software) is described in Exhibit 3. The e-board and ToMa-software together will be referred to as "equipment";
- It is stated that DGT is working on an improved version of the ToMa software that is expected to be ready by the end of 2008 or the beginning of 2009. It is understood that this improved version will also be subject to this agreement.
- FIDE desires to include the equipment for live broadcasting into the contract with tournament organizers.
- FIDE desires to be the privileged promoter for DGT with regard to the equipment to these specific chess events as mentioned above.
- DGT desires to receive the support of FIDE for the marketing of the equipment to members of FIDE.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 10 Agreement



10.1. DGT hereby appoints FIDE for the term of this agreement as privileged promoter to tournament organizers of events of which FIDE has the right for live Internet broadcasting of the game for the purpose of contracting these tournaments organizers to use the DGT e-board and ToMa software.

10.2. DGT will not offer the DGT e-board and ToMa software to the organizers of any tournament mentioned in a list of tournaments to be specified in Exhibit 5. The list will only include the tournaments to which FIDE has the rights to negotiate the rights for live internet broadcasting of the games of the tournament. The list will be updated on January 1st of each year that this contract is valid.

10.3. DGT will inform its retailers that events on the above list of tournaments will be the exclusive domain of FIDE as the promoter of DGT.

10.4. FIDE intends only to sign contracts for the rights for live broadcasting of chess games of the tournaments as mentioned on the list of 10.2 with organizers who agree to use DGT equipment and ToMa software. FIDE will offer to the tournament organizer the opportunity to purchase or rent the equipment. FIDE is obliged to provide DGT once a year with true and accurate statements about the contracts that FIDE has signed with organisers of live broadcast games as mentioned above. FIDE shall keep true and accurate books, accounts and records of these contracts which records shall provide all necessary information to enable the payments stipulated by this agreement to be ascertained conveniently and quickly and to which records DGT or its duly authorised representatives shall have full access to the relevant articles of the contract at any time during normal business hours for the purposes of examining or auditing the same. FIDE shall keep such records available for at least two (2) years after the end of the agreement.

10.5. In case FIDE cannot sign a contract as mentioned in 10.4 with the organizer, DGT shall be entitled to a compensation of 14% based on the gross fees FIDE received from the organizer for electronic equipment and the rights to Internet broadcast. The compensation will not exceed Euro 25.000 per event.

10.6. DGT will retain the rights to distribute the e-board and ToMa software to other buyers and / or directly to members of FIDE and to tournament organizers with whom FIDE has not come to an agreement as mentioned in article 10.2, without any obligation to pay FIDE any royalty.

10.7 In case the ToMa software does not meet the expectations of sponsors and/or tournament organisers, FIDE will first consult with DGT on modifications of the DGT presentation software or use other software for the presentation of chess games.

Article 11 Payment to FIDE

11.1. DGT will provide FIDE with the latest price list for federations, tournaments, clubs and individuals. This price list will be the basis for negotiations between FIDE and / or DGT with candidates for organizing events on the list as mentioned in Article 10.2.

11.2. FIDE will receive a commission of 7% on all equipments sold by DGT to one or more of the tournaments organizers on the list mentioned in Article 10.2.

A handwritten signature in black ink, appearing to be 'L. J. ...', is located at the bottom right of the page. A small number '7' is written below the signature.

11.3. The payment as mentioned in article 11.2 will be due only after DGT has received the full payment for the delivery of equipment. DGT will inform FIDE within 10 days after the arrival of such payment to the bank account of DGT has been completed. FIDE will send an invoice for the commission payment as mentioned in article 11.2 to DGT. DGT will transfer the invoiced amount to the bank account of FIDE within 15 days after reception of the invoice.

11.4 FIDE is not entitled to any royalty or payment as mentioned in article 11 in cases where tournament organizers (other than as mentioned in Exhibit 5) buy e-boards and ToMa-software directly from DGT, therefore without the intervention/mediation of FIDE.

Article 12 Marketing support

12.1. FIDE will recommend to all tournament organizers the use of DGT equipment and ToMa software for the live broadcasting of chess games on the internet. This does not limit FIDE's rights to use its own software.

12.2. FIDE intends to include the logo of DGT and a link to the website of DGT on the FIDE website.

12.3. DGT is entitled to use the logo of FIDE and the indication "*recommended by FIDE*" on its equipment and / or on printed material and / or on printed material and / or in its promotional activities concerning its equipment.

12.4. During the term of the agreement FIDE will not permit any other party than DGT to use the FIDE logo for electronic chess clocks and electronic chess boards.

12.5. FIDE will support the marketing efforts of DGT to members of FIDE in any way that is reasonable requested by DGT.

12.6. FIDE will inform DGT on all matters that are or can be relevant in relation to the marketing of the DGT Projects (for example, but not excluded to, if FIDE intends to permit other parties to use the qualification that chess game timers apply to the rules and regulations of FIDE; also in case FIDE intends to change any of the rules and regulations that in any way relate to the Products as described in this Agreement).

CHAPTER III GENERAL TERMS AND CONDITIONS

Article 13 Introduction

The terms and conditions in this Chapter III apply to both the agreements as mentioned in Chapter I (Digital Game Timer) and the agreement as mentioned in Chapter II (e-board and ToMa software). Any impairment or invalidity of any term or condition in one of both agreements, or the termination of one of the agreements, does not affect in any way the other agreement.



8

Article 14 FIDE obligations with respect to DGT's Products and technology

14.1. FIDE agrees to receive in confidence any information disclosed by DGT to FIDE, including, but not limited to DGT's inventions or technical information, surgical data or process (hereinafter referred to as 'confidential information') and not to disclose any of the confidential information to any other person, firm or corporation, and to use the confidential information only for FIDE's own use in order to fulfill its obligations under this agreement.

14.2. The obligations respecting confidential information imposed on FIDE shall continue during the term of this agreement and for a period of three years after the expiry or termination of this agreement. FIDE shall return confidential information, including all copies thereof, to DGT upon expiration, termination or cancellation of this agreement or at such earlier time upon DGT's request.

14.3. Unless otherwise specifically stated herein, this agreement does not grant FIDE any manufacturing, assembly, production or licensing rights, or any rights in any patents, patent applications, trademarks, and tradenames, copyrights or know-how of DGT.

14.4. This agreement does not, in whichever way, transfer/assign any of the intellectual property rights of DGT to FIDE, nor does it give any license in that respect to FIDE. FIDE will respect the intellectual property rights of DGT and will refrain from using these rights without the written permission of DGT.

Article 15 Indemnification

15.1 FIDE shall be liable for and shall indemnify, defend, and hold DGT harmless against any liability, damages, or loss from any claims, actions, suits, judgements, proceedings, demands, recoveries or expenses, including, but not limited to, attorneys' fees, arising out of, based on, or caused by (a) product claims, representations, or warranties, whether written or oral, made or alleged to be made by FIDE or FIDE's employees, agents or independent contractors, in its advertising, publicity, promotion, or sale of any of the Products where such product claims, representations, or warranties were not provided by or approved by DGT, (b) labelling of the Products which was not provided by or approved by DGT, (c) negligent handling of the Products by FIDE or FIDE's employees, agents or independent contractors, (d) negligent installation, demonstration, service or testing of the Products by FIDE or FIDE's employees, agents or independent contractors or (e) any modifications by FIDE or FIDE's employees, agents or independent contractors, to the Products.



9

15.2. DGT agrees to indemnify, defend, and hold harmless FIDE, its employees or agents against any claims, suits, or judgments for personal injury, property damage, or death to any third party made or instituted against FIDE to the extent that they are caused by the failure, malfunction, or defect of DGT Products. This indemnification is conditioned upon FIDE notifying DGT as soon as it becomes aware of any such claim or action and FIDE's willingness to cooperate and authorize DGT to carry out the sole management and defence of any such claim or action. To the extent a claim for indemnification arises under this provision, DGT agrees, at its own expense, to pay the cost to defend against any such claim or action, including the cost of defence counsel. FIDE shall not negotiate, compromise or settle any claim, action, suit, or judgment without DGT's prior written consent.

15.3. The provisions of this article 15 shall survive any termination or expiration of this Agreement.

Article 16 Technical support

During the term of this agreement FIDE has the right to demand technical support relating the products by the research and development department of DGT. All support will be charged at € 50,- per hour (ex VAT). Such support charges are valid subject to the support not being provided to remedy a failure of DGT equipment.

Article 17 Agency and promotion

17.1. FIDE is entitled to appoint an agency for promotional and marketing activities concerning the selling of the products to members of FIDE, provided that this agency has the same obligations towards DGT as FIDE has in this agreement. To appoint an agency as mentioned in this article, FIDE needs the written permission of DGT.

17.2. It is understood that such agency is acting for its own account and risk and as an independent contractor. FIDE shall be liable for and shall indemnify, defend and hold DGT harmless against any liability, damages, or loss from any claims, actions, suits, judgments, proceedings, demands, recoveries or expenses, including, but not limited to, attorneys fees, rising out of, based on, or caused by any activity of the agency.

17.3. FIDE and its agency are obliged to inform DGT before starting any promotional activities.

Article 18 Relationship of the Parties

18.1. Nothing in this agreement, nor anything to be done pursuant to its terms and conditions, is intended to, nor shall it create a partnership, joint venture or principal-agent relationship between the parties. This agreement is intended to establish a supplier-distributor relationship. FIDE shall not represent itself other than as an authorized distributor of DGT and shall save and hold harmless DGT from damages, losses, indemnities and liabilities, including cost of litigation arising from or in connection with any representation not authorized by this agreement. FIDE and / or its agency are acting for their own account and risk as an independent contractor.



10

18.2. Parties will exchange information on a regular basis about the progress of sales, the changing of FIDE rules and regulations and sales for a larger number than 500 pieces per order. Furthermore, parties will inform each other in case of introduction of competitive products.

18.3. Parties shall use their best effort to market, distribute and sell the products.

18.4. FIDE shall notify DGT if it becomes aware of any infringement by third parties to the property rights and interests of DGT related to the products.

Article 19 Assignment

Unless DGT consents in writing, this agreement and the rights and obligations granted hereunder shall not be assigned or otherwise transferred by FIDE. DGT may, upon written notice to FIDE, assign or otherwise transfer this agreement and / or the rights and obligations arising hereunder to any affiliate of DGT. Unless otherwise agreed by the parties, in the event that control (whether by shares or otherwise) or ownership of FIDE is, directly or indirectly, sold, or being sold or transferred to a third party, DGT, in its sole discretion, may terminate this agreement upon written notice of 90 days.

Article 20 Delay

If by reason of causes beyond the control of either party hereto, including, but not limited to, strikes, failure of major subcontractors, fire or other intervening acts of God, accidents, act of war, governmental or legal restrictions, such party is delayed in its performance in whole or in part, of its obligations as set forth herein (other than payment for products), then such party shall be excused for such delay and such delay will not make the party liable in damage to the other party. The party delayed shall immediately notify the other party of the reasons for the delay and its estimated duration, and shall take all steps necessary to minimize such delay. In the event such delay continues beyond 120 days, then the non-delaying party may at its option, terminate this agreement by termination notice pursuant to article 22 herein.

Article 21 Rights and remedies

The rights and remedies provided each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its rights to terminate this agreement or to enforce any provision of this agreement for any default or violation by the other party shall not prejudice such parties right of termination or enforcement for such or any other default or violation.



Article 22 Term, default and termination

22.1. This agreement shall take effect and be binding from the date of signing this agreement until December 31, 2010. Upon expiration of this term the agreement may be terminated by either party by serving, within three months before the end of the agreement, a written notice upon the other party or, if not terminated, it shall automatically renew for consecutive periods of one year.

22.2. In the event of any material default under this agreement by either party hereto, the non-defaulting party may send a written "default notice" explaining the nature of the default to the defaulting party. If any default is not fully rectified within 60 days (there is no period to rectify a default in the payment of invoices when due) after mailing such default notice the non-defaulting party may mail a termination notice terminating this agreement. Such termination notice shall become effective immediately upon mailing except that this agreement shall continue in force for the purpose only of adjusting the rights of the parties hereto, which may be accrued prior to termination.

22.3. In the event either party voluntarily files a petition in bankruptcy or liquidation, or has such a petition involuntarily filed against it, which is not discharged within 45 days after filing, or is placed in receivership, or in the hands of a trustee for the benefit of creditors or enters into any analogous situation or position under the law of any relevant jurisdiction or ceases doing business in the marketing, distribution, manufacture, sale or lease of products, the other party may terminate this agreement by mailing a termination notice effective immediately upon mailing.

Article 23 Governing law

This agreement shall be construed with an governed by the laws of Switzerland and the parties by their execution hereof shall be deemed to have submitted irrevocably to the exclusive jurisdiction of the Court for Arbitration for Sports, Lausanne, Switzerland.

Article 24 Penalties

Each party that despite a default notice as mentioned above infringes one or more of the conditions of this agreement of continues to default fulfilling the conditions of this agreement, shall pay a penalty of € 10.000.-- for each infringement, payable on demand and without the necessity of court intervention and not subject to any moderation, and a penalty of € 2.500.-- for each subsequent day of part thereof during which the default would continue, both with a maximum of € 50.000.--, all without prejudice to parties rights to claim compensation for the actual damages.

Article 25 General Terms and Conditions DGT

The General Terms and Conditions of DGT, attached to this agreement as Exhibit 7, apply fully to this agreement and all agreements that may arise from this agreement (for example, but not excluded: also to the selling, transfer and delivery of any products or DGT to FIDE).

Article 26 Exhibits



The following exhibits are attached to, and are fully part of, this agreement:

1. description of the Products (Digital Game Timers);
2. description e-board;
3. description ToMa-software;
4. pricelist Products DGT as at 01-01-2008;
5. list of tournaments;
6. description FIDE logo;
7. General Terms and Conditions DGT.

In case of any inconsistency between the terms of this agreement and one or more of the terms as mentioned in the exhibits, the terms of this agreement prevail.

ARTICLE 28 TERMINATION EARLIER AGREEMENTS

On the date of signing this agreement, all earlier agreements between parties as mentioned in the preamble of this agreement come to an end and will be considered to be terminated.

This agreement is duly executed in two originals in the English language

Place: Bonn (Germany)

Date: April 15th 2008

.....
DGT Projects B.V.

Name: A. Vasse

.....
The World Chess Federation
Name: G. Markropoulos

PRODUCT LIST DGT

1. The DGT digital chess clock, model XL

DESCRIPTION PRODUCTS

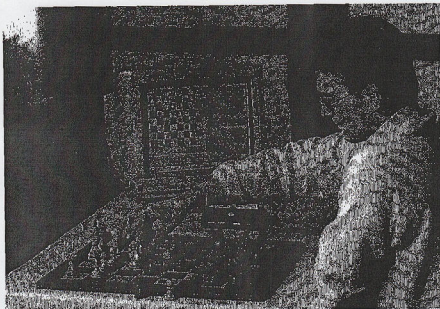
DGT model XL



Digital Chess Clock with 23 preset programs + free manual set option. Connectable to the DGT electronic chess board. "The official FIDE tournament clock."

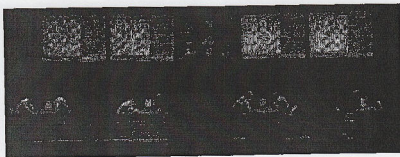
2. The DGT, model 2010, will be included after approval by FIDE.

DESCRIPTION E-BOARD DGT



Electronic device; Inlaid wooden (walnut/maple) chess board with squares of 55 x 55 mm + wooden pieces (model Timeless). Connectable to a computer for "live" tournament presentation.

DESCRIPTION TOMA SOFTWARE



TOMA chess tournament broadcasting software features advanced functionality for both personal use and professional tournament broadcasting. It's main options are:

+ Connect multiple DGT e-boards

Connect the boards to one PC or use several PC's for large tournaments, connecting over LAN or internet.

+ Read and write PGN games

Automatically save games to PGN-standard, including live clock times.

+ Live Broadcasting to the web

Send games live to the internet through FTP. Includes Toma Flash Display, the viewer for live chess broadcasting with low bandwidth usage.

+ Display games to the audience

Show games real-time on pc-monitors, TV-screens, beamers, etc.

PRICELIST PRODUCTS (DIGITAL GAME TIMERS)

Prices to FIDE





1. DGT model 2010: € 22,50 per piece (ex. VAT);
 2. DGT model XL: € 28,00 per piece (ex. VAT).

DGT Prices to federations, tournament organizations and clubs.

Wholesale Price List valid from January 1st 2008

Digital chess clocks

Suggested
Retail Price

 <i>Yellow, Blue, Green & Red</i>	DGT easy	1 to 2	€ 25.00	€ 29.75
		3 to 5	€ 23.50	
		6 to 14	€ 22.25	
		15 to 29	€ 20.47	
		30 to 49	€ 19.79	
		50 to 99	€ 19.04	
		100 to 249	€ 18.55	
 <i>not released to you (yet)</i>	DGT easy+	1 to 2	€ 33.40	€ 39.75
		3 to 5	€ 31.59	
		6 to 14	€ 29.94	
		15 to 29	€ 28.26	
		30 to 49	€ 26.61	
		50 to 99	€ 25.61	
		100 to 249	€ 24.94	
	DGT 2010	1 to 2	€ 58.61	€ 69.75 NEW
		3 to 5	€ 54.58	
		6 to 14	€ 50.32	
		15 to 29	€ 46.06	
		30 to 49	€ 43.13	
		50 to 99	€ 41.61	
		100 to 249	€ 39.58	
 <i>Red & Beige</i>	DGT XL	1 to 2	€ 75.42	€ 89.75
		3 to 5	€ 67.93	
		6 to 14	€ 63.11	
		15 to 29	€ 58.85	
		30 to 49	€ 50.24	
		50 to 99	€ 49.22	
		100 to 249	€ 46.69	

Kramnik gift box

1	€ 125,84
2 to 3	€ 117,88
4 to 9	€ 109,41

€ 149,75

Board + Chess Set + Easy Plus
clock + CD with 120 Kramnik
games.

NEW**DGT Chess Box****DGT Electronic chess board, USB version**

All e-boards prices standard with "Timeless" 3365 chess set, Sheesham / Maple		
Walnut / Maple	1 € 402,52	S.R.P. € 479,--
(no coordinates)	2 to 3 € 382,97	
	4 to 9 € 348,85	



Wenge / Maple	1 € 410,92	S.R.P. € 489,--
(with coordinates)	2 to 3 € 391,50	
	4 to 9 € 357,38	



Rosewood / Maple	1 € 419,33	S.R.P. € 499,--
(with coordinates)	2 to 3 € 400,03	
	4 to 9 € 365,91	

**Carrying bag**

All quantities	€ 49,58
Black or Green	

S.R.P. € 59,--

Choice of chess sets, King = 95mm**Timeless (3365)****Classic (3335)**

Sheesham / maple	+ € 0,--
	Separate set € 134,45
Black	+ € 8,40
Stained /	Separate set € 142,86

With board € 0,--
€ 160,--

With board € 10,--
€ 170,--



Design (3332)

maple

Black
Stained
/maple

+ € 16.81
Separate set € 151.26

With board € 20.--
€ 180.--

Royal (3340)



Rosewood/
maple

+ € 50.42
Separate set € 184.87

With board € 60.--
€ 220.--

DGT e-Board, serial port.

Tournament presentation & internet transmission

DGT serial port e-board	All quantities	- 10 % of USB version, see prices above	€ 439.—
Connection material	All quantities	€ 50.42 per board	Nut/Maple/Timeless € 60.--

ToMa for
multiboard
& ChessShow

See calculator on our website
www.dgtprojects.com

Dealers get 20%
discount

All prices are exclusive costs of transportation and taxes
LOOKING FOR OTHER CHESS EQUIPMENT: We can help. CALL US!

LIST OF TOURNAMENTS

FOR 2008, AS SENT TO DGT ON 2007 DECEMBER 31.

1. World Youth Championships - Vung Tau, Vietnam - 19-31 October 2008
2. Women's World Chess Championship - San Luis, Argentina - June 2008
3. World Chess Championship Match Anand vs. Kramnik - Bonn, Germany - 11-30 October 2008
4. Challengers' Match Topalov vs. Kamsky - dates and venue to be agreed
5. Chess Olympiad - Dresden, Germany - 11-26 November 2008

A handwritten signature in black ink, consisting of stylized, overlapping strokes, located in the bottom right corner of the page.

DESCRIPTION FIDE LOGO



[Handwritten signature]

GENERAL TERMS AND CONDITIONS DGT

See http://www.dgtprojects.com/pdfs/013156_01_AA_125-04_uk.pdf

A handwritten signature in black ink, consisting of several fluid, overlapping strokes.