

NOTE:

This is a translation of the official Sample Agreement, which uses the popular project "web4you" as a pattern, while also including possible small differing items that may apply to other projects. The text will point to this. While this translation has been prepared for you with great care, in case of differences or litigation, the original German Agreement has precedence.

To be clear, the participation referred to in "Profit Participating Loan" (Partiarisches Nachrangsdarlehn) denotes participation in profits only, and not any kind of entitlement to participation in the conduct of business. The Agreement also states this clearly in several places, for instance in item 2.8.

Participation Agreement for a Subordinate Profit Participating Loan (Partiarisches Nachrangsdarlehn) "web4you".

Date:

Transfer ID:

Customer-ID:

1. Parties

1.1 This Participation Agreement (hereinafter "Agreement") is made and with mutual agreement shall exist between eVision Networking Limited, Room 2103, Futura Plaza, 111, How Ming Street, Kwun Tong, Hong Kong, Company Registration Number: 2385598 (hereinafter "eVison")

and

%titlename%,

%street1%, %street2%

%zipcity%

%country%

(hereinafter „Investor“).

1.2 This Agreement governs all aspects of an investment with the project "web4you".

1.3 The Investor (**%titlename%**) acts solely in his or her own name and at their own risk.

2. Preliminary Notes

2.1 eVision is a direct marketing enterprise.

A range of different products and services are marketed to end consumers through independent and self-responsibly working Distribution Partners.

2.2 eVision provides Distribution Partners a portfolio of products and services for resale. It also provides

products and services (promotional materials, personalized homepage ...), which are available to the Distribution Partners with or without a fee, as the case may be.

- 2.3 eVision also provides regular reassessment of products and services in order to ascertain that they are still in conformity with the market and makes changes or expands the line, as the need may arise.
- 2.4 eVision also assumes responsibility for collections from customers and settles earned commission claims at fixed points in time. Commissions are paid into a bank account.
- 2.5 eVision intends to strengthen its business capital by taking up qualified subsidiary shareholder loans.
- 2.6 eVision operates a web page (<http://evisioninvest.de>, <http://eVision.de/wordpress>, <http://webet4you.com> at al.) for the convenience of Investors wishing to grant such qualified subsidiary shareholder loans with ease. Qualified subsidiary shareholder loans awarded at these sites are legally binding after funds have been remitted through an online payment service or via a bank transfer.
- Qualified subsidiary shareholder loans can be assigned for individual eVision projects or they can be awarded to eVision without a specific intended use.
- 2.7 Each project has its own investment limit, governed by its own particular Shareholder Loan Agreement. The Investor receives a percentage of the earnings of the specified project ("Share" hereinafter and in the web pages). With webet4you, 50.- Euros buys one Share. This amount differs for other projects. The percentage of earnings also varies and was shown to the Investor on the home page or upon request in writing.
- 2.8 With this present Agreement, Investors grant a Participating Shareholder Loan to eVision.

With this present Agreement, Investors grant eVision a Shareholder Loan. Participatory Shareholder Loans do not entitle the holder to participation in company business.

eVision does grant Investors full repayment of the face value on maturity (during its run-time the loan is non-callable), payment of a fixed-rate, non-profit-dependent interest upon the face value of the loan, and a profit-dependent bonus interest payment after any exit event of the specific project, if any, or of eVision itself.

With webet4you, a fixed interest rate of 12% has been assigned for the run-time of the Agreement. This fixed-rate interest shall be paid after the maturity date of the loan and where appropriate may be increased by the amount of the profit-dependent bonus interest. However, the interest paid for the entire run-time is not to exceed 48%.

- 2.9 Investors remit loan funds directly to eVision, with the assistance of an online payment service or by means of a bank transfer. This applies to both SEPA area and to international bank transfers. In the case of international bank transfers, the Investor is responsible for any additional costs above those levied within the SEPA area.
- 2.10 eVision can set a deadline for investment in any given Project. If such a deadline is not set, Investors can invest continually until the stated investment level goal is achieved or until the Project (in this case webet4you) is terminated by eVision.

If an investment deadline has been stated, the Investor can grant subordinate profit participating loans only up to the date of this deadline or until the investment goal was reached. A defined and agreed-upon deadline can be extended by a maximum of 3 months.

- 2.11 By clicking the investment button on the home page of a specific project and after choosing a level of investment, the Investor offers to close/finalize a participatory loan agreement according to the rules laid out in this present Agreement. The Investor is then referred to an online payment processor and places the desired loan funds. If the Investor chooses to use a bank, the home page will show a transaction number, which is valid only for this particular transfer and this particular bank connection. After sending his offer, the Investor additionally receives these data via an e-mail which also advises a timely transfer of the loan funds.

However, the Participatory Shareholder Loan Agreement is finalized and in force only after eVision has confirmed this via e-mail. eVision is free to deny a contract without stating reasons, and this can still be done within 7 days after the Investor has received a confirmatory e-mail.

Should the closing of a loan agreement be denied, the Investor is notified by e-mail and the funds which had been made available by way of the online payment processor are immediately returned.

Beyond this, no additional separate written or signed Agreement is necessary.

- 2.12 This offer by eVision of a Qualified Subordinate Profit Participating Loan represents an investment which is at once a great opportunity but also a great risk.
- 2.13 The loan is qualified and subordinate inasmuch as all claims on the part of Investors are excluded as long as and inasmuch as they might represent cause for the opening of insolvency proceedings against eVision.
- 2.14 The Investor shares the risk of insolvency with eVision only to the agreed-upon amount of loan and interests. According to this Agreement, the Investor participates with the business success of the projects by way of bonus interest, without however being an owner of the company. There is no liability beyond loss of the amount of the loan. Particularly, there is no reserve liability. The loss of the total sum of the investment cannot be precluded.

The same is true for interest and bonus interest. Therefore this offer is only suitable for Investors who can afford the risk of total loss.

3. Inception and Term of Participatory Shareholder Loan

- 3.1 The Investor grants eVision a Subordinate Profit Participating Loan.
- 3.2 The Profit Participating Loan is of indefinite duration and begins with the closing of the Agreement.
- 3.3 A confirmatory e-mail concludes the legally binding Participatory Loan.
- 3.4 Should eVision have set a deadline for investing in the project, the agreement is suspensively conditional in case the investment goal is not be reached within set time. However, eVision may extend the time limit.

A contract period of 14 weeks has been set for project "webet4you".

- 3.5 The Investor declares that he or she is not in a competitive relationship with eVision, by being directly or indirectly involved with a competing enterprise and/or does not have determining influence on an enterprise which is in competition with eVision.

4. Value of Investor's Loan

- 4.1 The Investor provides a loan in the amount chosen on the website (hereinafter "Loan Amount"). The Loan Amount is delivered prior to conclusion of Agreement through an online payment service or a bank. The Loan Amount is paid directly to eVision. After the payment has been received at eVision, no further financial demands are raised against the Investor.
- 4.2 eVision is entitled to charge up to a maximum of 30% in marketing costs for brokering the crowd investing.
- 4.3 Should such payments be required, they will be due not before the end of the legal revocation deadline (at least 14 days) and no later than the date specified between eVision (the broker in this case) and the recipient of such payments.
- 4.4 Additionally, further fees may be incurred, not to exceed 5%, such as those which may arise from administrative costs.
- 4.5 eVision pledges to take care that the Loan Amount is returned in full and free of costs to the Investor if the Agreement is withdrawn due to an effective revocation, or if eVision refused the Loan Agreement.

5. Costs

The Investor incurs no costs beyond the Loan Amount for the purpose of concluding the contract.

6. No Participation or Voting Rights

- 6.1 eVision is solely entitled to conduct business through its Managing Director or persons so instructed by him or her.
- 6.2 The Investor has no participation or voting rights, nor authority to issue directives regarding the conduct of the business of eVision, its administration or accounting.

7. Privileges of Information and Control

7.1 The Investor can track the development of his or her chosen Project in a protected area online.

Additionally, he or she receives an annual accounting of the earnings generated by his or her Loan. Upon request, the annual financial statements and accountings of eVision as provided to the electronic Bundesanzeiger (Federal Gazette) can be made available.

These records can be provided to the investor via e-mail. Therefore the Investor is required to keep the e-mail address provided to eVision current.

There are no further privileges of information or control.

7.2 The Investor retains the rights named in item 7.1 even after terminating the Loan, inasmuch as necessary for the verification of the interest accrued.

7.3 eVision submits to the Investor an electronic notification of earnings at the time specified in 13.1 below.

7.4 The Investor agrees to non-disclosure of all items marked confidential in the web pages of eVision.

8. Annual Report

8.1 The annual report and accounting as required by merchant and tax law is to be prepared and - along with any attachments and reviews of economic situation that might be necessary - audited by an accountant or publicly sworn auditor within the legal time limits.

8.2 The Annual report must conform with the principles of book keeping and accounting according to merchant law.

8.3 eVision pledges to inform the Investor electronically of the earnings due upon his or her Loan Amount no later than one month after publication or filing, as well as, upon request, the annual reports and accountings regarding eVision as published or filed with the electronic federal gazette (Bundesanzeiger).

9. Repayment of the Participatory Shareholder Loan

9.1 The Loan Amount is to be repaid to the Investor when the participatory shareholder loan is effectively terminated by one of the parties to the Agreement or when the Agreement is ended in another way (bullet bond with maturity date).

9.2 The participatory shareholder loan is returned to the investor in one payment one week after the maturity date. Should the payment lead to a threatening financial illequidity or over-indebtedness of eVision, the claim to payout is to be deferred until such a time when the liquidity of eVision allows for payout, not to exceed one year. eVision, where appropriate, may prove to the Investor the conditions making such action necessary. The deferred payback amount is assigned a fixed interest rate of 6%.

Further interest on the claimed payback is not granted.

10. Profit-independent Fixed Interest

- 10.1 The fixed profit-independent interest on the Loan Amount granted to webet4you is set at 1% per week, starting 14 days after the investment funds have been made available and the Participatory Shareholder Loan has been accepted as per 4.1.
- 10.2 Interest will be credited to the capital account of the Investor and can thereafter be viewed in the Back Office by the Investor. It shall be payed out to the Investor after run-time of the loan is concluded, specifically no later than 5 working days after the key date.
- 10.3 Payout takes place via the banking connection provided to eVision.
- 10.4 Therefore the Investor is self-responsible to enter his banking connection in his or her profile and to update if or when necessary.
- 10.5 Payout at the end of the run-time is automatic.
- 10.6 The Investor receives the profit-independent interest after the run of the participatory shareholder loan is concluded.

11. Profit-dependent Bonus Interest

- 11.1 In addition to the interest (item 10), eVision grants an additional profit-dependent bonus interest to Investors.

The bonus interest is not granted if, after the run-time of the Loan, a shortfall is detected. A negative bonus interest is not possible. The Investor does not participate in the shortfall. Interest is posted to the interest-free capital account of the Investor.

- 11.2 The bonus interest is also due at the end of the run-time.
- 11.3 The bonus interest is computed upon the earnings of the Project chosen by the Investor during the run-time of the loan. The Investor profits according to the amount of his or her Shareholding.

The current description of the chosen project in the Home Page is a aprt of this Loan Agreement. It describes the exact type of participation and and serves as basis for computations.

- 11.4 Agreements apart from or in addition to the official representation on the home page are prohibited.

12. Third Parties and Connected Persons

12.1 For the purpose of this Agreement, connected persons are (with regard to individuals or all persons named above):

- Connected businesses according to §15 AktG
- Family members according to § 15 Fiscal Code (AO)
- Connected businesses (§ 15 Akt) owned by family members (§ 15 AO)
- Trustees/fiduciaries of connected businesses (§ 15 AktG) and of family members (§ 15 AO).

12.2 For the purpose of the Agreement, third parties are all natural or legal persons who are not connected persons according to item 12.1.

13. Cancellation

13.1 The Participatory Shareholder Loan is automatically terminated at the end of its run-time (fixed run-time). An automatic extension of the run-time is excluded.

13.2 No special written notice of termination is required.

13.3 The right to an extraordinary cancellation on serious grounds remains untouched. One such serious ground for cancellation by eVision would be if the Investor is found to be in an obviously competitive relationship with eVision, contrary to item 3.5., by being directly or indirectly involved with a business in competition with eVision, or has an active role in such an enterprise. Such an extraordinary cancellation can also be effected if the Investor is found to pass on to third parties information marked confidential.

13.4 In the case of an exit event, this Agreement is automatically terminated.

14. Flat Rate Tax

14.1 Income from capital investments (such as dividends and interest) are taxed at a flat rate of 25% plus solidarity surcharge and, where applicable, church tax. This satisfies the tax liability (in Germany).

14.2 The flat rate tax applies to all private persons who are general taxpayers in Germany and who receive income from invested capital, including crowd investors, general savers, shareholders, certificate or fond investors who receive income from their investments.

- 14.3 Interest gained through eVision loans is on principle also income from capital, in so far as the investment is made from the taxable private assets. In this case, the income is subject to the flat rate tax in the amount of 25%, plus solidarity surcharge and church tax where applicable.

The flat rate tax is not however deducted and paid for by Vision Networking Ltd or by the firm for which we ourselves provide loans (in the case of webbet4you this would be InetEarnings Ltd.), since the guaranteed minimum interest of 12% of the participatory shareholder loans granted us is not dependent upon income.

Income from interest must therefore be declared with the personal tax statement of the Investor.

15. Final Clauses

- 15.1 Changes or amendments to this Agreement must be in writing to be valid. This is true for the above requirement. Collateral agreements have not been made.
- 15.2 Should individual provisions of this Agreement be in part or entirely void or should a contractual gap be found, this in no way invalidates the rest of the terms. A valid rule should be agreed upon to take the place of the invalid one and which is in accord with the reason and purpose of this Agreement, especially the inherent financial intention. In case of a gap, an agreement is to be made which would have been made if the point in question would have been thought of in advance.