

ICO PROSPECTUS

BETMASTER

Notice to Participants

Read this document in its entirety before taking any action.

Acknowledge the non-regulated nature of the token acquisition.

Accept a high degree of risk in relying on forward-looking statements.

Consult an expert if you are in any doubt about the contents of this document.

The purpose of this document is to present the Betmaster project to potential Participants in connection with the proposed ICO.

We hereby provide all relevant information to allow potential Participants to determine whether or not to undertake a thorough analysis with the intent of acquiring BETM Tokens.

Definitions

\$	United States dollar
BETM Token	A software product (cryptocurrency) created by the Company in connection with the ICO, and carrying the rights as set forth in the Terms & Conditions
Bonus	A pre-defined volume of BETM Tokens transferred by the Company to the Participants, for no consideration
Company / we	Reinvent Baltics OÜ, a company duly incorporated under the laws of Estonia
Escrow agent	Cypron Services Ltd, a company registered under the Laws of Belize, a subsidiary of Leo Trust Cyprus Ltd, which is regulated by the Cyprus Securities and Exchange Commission to conduct Fiduciary, Trust and other Trust and other Administrative Business
ICO	Initial coin offering by the Company to be held between the 6 th of September 2017 and the 30 th of November 2017
ICO Website	The website maintained by the Company at www.betmaster.io for the purposes of ICO
Participant	A person buying BETM Tokens from the Company during the ICO
Prizes	Random winnings payable by the Company to BETM Token owners under the “Lucky Token” program, as explained herein
Prospectus	This document as a whole, including the Terms & Conditions
Terms & Conditions	The Terms & Conditions section of this Prospectus, including any properly executed amendments thereto

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Summary

This Prospectus comprises the **single legal document** presented to the public by Betmaster in connection with its ICO. This means, it contains all material information regarding Betmaster, its initial coin offering (ICO), as well as includes the Terms & Conditions under which BETM Tokens can be purchased.

Betmaster is an innovative **online sports betting platform** made with passion. Following thousands of man-hours invested in technology research, marketing research and programming, we launched www.betmaster.com on the 1st of March 2016 and reached profitability by the first half of 2017.

We achieved incredible **efficiency results**, such as requiring 17 times less human resources to run the business (as compared to peers), as well as a 10.6% visitor-to-client conversion rate at our betting platform.

We have completed in-depth testing of our business approach, and reached the **break-even point** in a single market and in a single type of sport (football), using insignificant promotion budgets.

Our next step is to attract sufficient **financing via the ICO** to enable the expansion of our activities to the most promising markets. These markets represent 57% of world's online sports betting business. We also aim to cover all major sports for online betting and expand into fantasy sports.

Buying BETM Tokens allows one to take part in an existing and profitable business that is at the start of long-term sustainable growth. BETM Tokens guarantee a unique **choice of strategy**, which includes using BETM Tokens for betting at the platform, winning Prizes under the **“Lucky Token” program**, as well as re-sale of BETM Tokens on the free market.

Project

Essentials

We believe that life should be fun, and we love sport. That is why our team puts significant effort into creating a state-of-the-art IT solution to allow a unique online sports betting experience.

Our initial approach was to tackle some of the major **problems** that bettors experience online, namely:

Complexity of the betting experience — e.g. unclear “standard” acronyms that are designed for betting platforms and not for bettors (e.g. “1x2”, “totals”, “Asian handicaps” etc.), as well as endless coefficient tables etc.

Dishonesty of betting platforms — e.g. illegal exploitation of personal data, bonus programs with hidden traps that do not allow cash out, blocking of accounts with big wins etc.

Limited access to betting — e.g. high minimum bets, IT issues faced when with betting from mobile devices, inability to bet using cryptocurrencies etc.

Today, all major betting platforms operate based on outdated IT solutions (i.e. old software or platforms which are developing very slowly), and are too cumbersome to quickly adapt to the changing environment.

Consequently, our **solution** to the above problems was to reinvent the betting platform, and thus reinvent the betting experience. We also plan to heavily invest in blockchain technology to make our business safer for bettors and more attractive for Participants.

Putting aside the immense technological complexity of the project, here are our **performance results** under our major KPIs:

17 times less human resources required to run the business, as compared to the peer-to-peer market average.

10.6% conversion rate, which means every tenth visitor to our betting platform becomes a bettor with us.

We have completed in-depth testing of our business approach, and reached the break-even point in a single market and in a single type of sport (football).

Product overview

The core product we offer is the pleasure of sports betting (and of course the chance to earn money) at any time in any place. In other words, we create IT solutions to let people bet online on sport events.

More specifically, our goal is to make betting simple, safe and accessible for everyone. By doing so, we plan to heavily invest in blockchain technology and to integrate it, in early 2018, into various aspects of our business as explained below.

Accessibility

We reduced the size of the **minimum bet** to \$1 and plan to keep it on the same level onwards. As a result, we are now able to attract a different niche of target clients who do not want to make big stakes at an early stage.

We made sure one can use our service on any type of **mobile device**, which eliminates practically any timing or geographical limitations for betting.

We plan in by the end of 2017 to **allow betting using major cryptocurrencies**, which includes, in addition to BETM Tokens, Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC) and Dash (DASH). By doing so, we will both widen the client geography and contribute to developing cryptocurrencies as a payment instrument.

We are closely looking at cybersports as an addition to traditional types of sports, and plan to **cover cybersports for betting** at our platform in course of 2018.

Lastly, we will introduce **peer-2-peer betting**. Similarly to some other modern gambling platforms, we will allow users to play against each other, which will disregard the coefficients by the betting platform, and make the gaming experience even more exciting. Naturally, this new feature will be based on blockchain technology to ensure maximum safety for the users.

Simplicity

Very often betting becomes a complicated process, due to numerous useless or misleading elements of traditional betting platforms, such as weird “standard” acronyms or endless coefficient tables. On our platform the user will see and use **only the functions which really matter** for enjoyable betting, and not what is convenient for the betting platform itself.

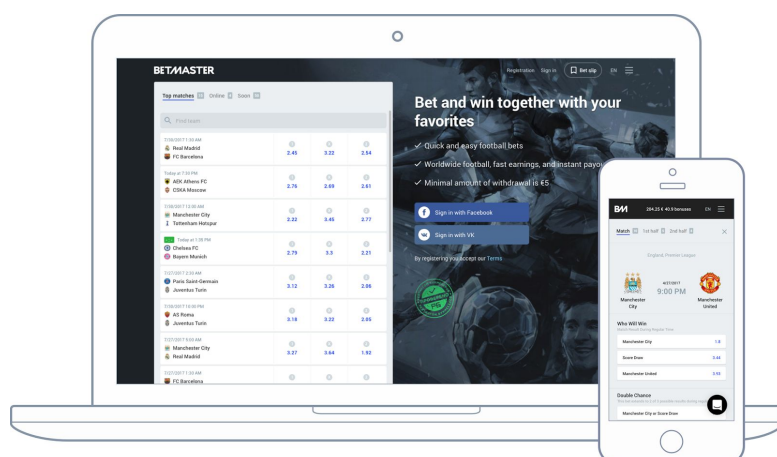
Security

The client's security — both with regards to money and personal information — is a priority for us. To prove that, we are proud to inform you of the following achievements of Betmaster:

- During the platform lifetime we have not experienced any critical failures.
- Not a single dollar has been lost by our users due to hacker attacks.
- We undergo regular security audits by SC2Labs (www.sc2labs.com).
- Our betting platform is PCI DSS compliant.
- We provide honest free bets without hidden restrictions.

To further strengthen the security measures, we plan to implement the following in early 2018:

- *Stake fixing.* We are already working on the software which will allow fixing all results of the sports events relevant to our business in the blockchain. As a consequence, any interested person will be able to check whether a particular betting result has been calculated correctly.
- *Public access to the Company's financials.* We decided to voluntarily commit to the transparency of our business which is unprecedented in the gambling industry. From 2018 onwards, we will publish key financial reports of the Company on the ICO Website, thus providing all Participants and other interested persons with the most accurate financial data reflecting our business performance.



To test our product yourself, you are welcome to visit one of the following platforms we currently operate:

www.betmaster.com

(desktop and mobile versions)

iOS app

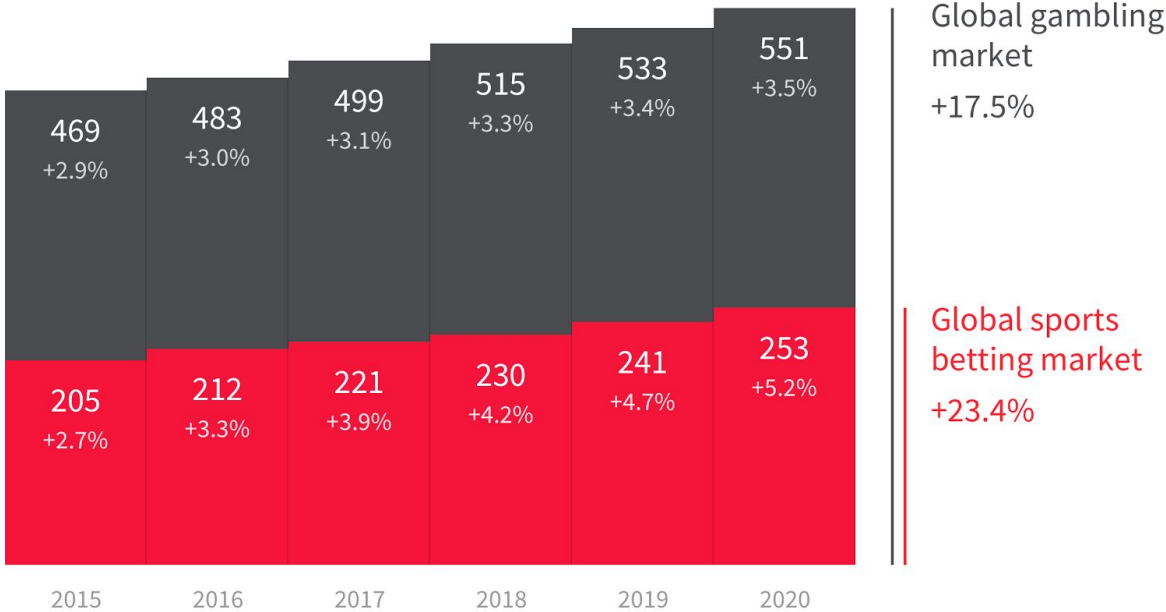
Market overview

The gambling and sports betting market

Globally gambling is a huge market which generated \$483.5 billion in revenues in 2016, and is expected to grow from between 3.15% to 3.53% annually until 2020, with overall positive short-, mid- and long-term trends.

The global sports betting segment generated \$212.4 billion in revenues in 2016 and shows high growth potential.

Gambling market revenues, billion \$



By revenue, the sports betting market is the biggest segment of the global gambling market, and the share of the market attributed to sports betting is increasing. It is expected to grow from 43.94% in 2016 to 45.94% by 2020.

Such a high revenue share is explained by high bets in the segment when compared with the bets placed in casinos and through lotteries, as well as by the increasing legalization of online sports betting, which allows individuals to bet online from any part of the world.

Platform-wise, the global sports betting market consists of both land-based and online sports betting, where the online segment accounts for 9.25% (2016) and is quickly growing (10.72% expected by 2020).

	2015	2016	2017	2018	2019	2020
Online sports betting	8.87%	9.25%	9.64%	10.02%	10.39%	10.72%
Land-based sports betting	91.13%	90.75%	90.36%	89.98%	89.61%	89.28%

Online sports betting market

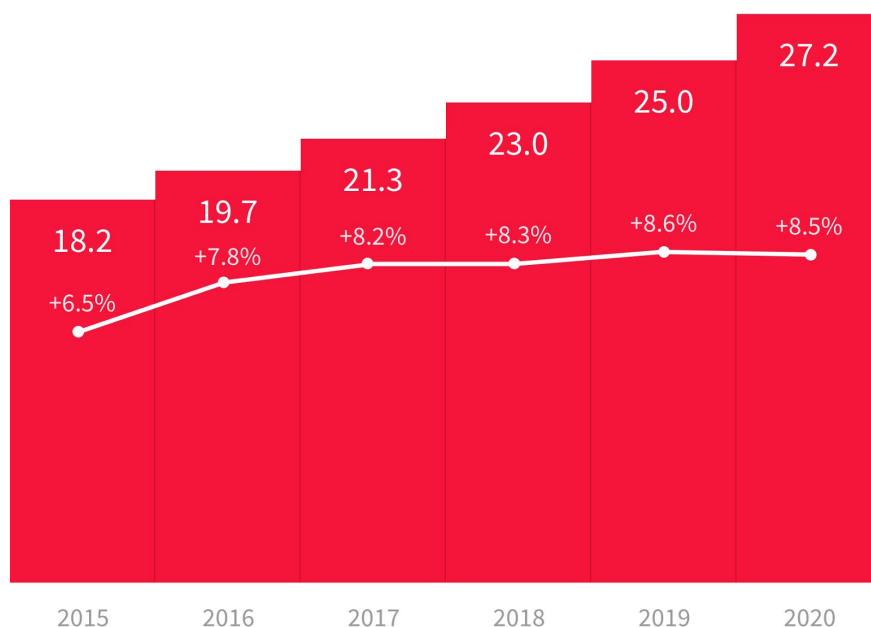
The global online sports betting market is the specific **market niche of the Company**, and stands for an estimated \$19.65 billion in revenues for 2016.

Online sports betting	\$19.65 billion	4.1%
Land-based sports betting	\$192.75 billion	56.1%
Non-sports gambling	\$271.10 billion	39.8%
Total	\$483.50 billion	100.0%



With a growing internet-using population and increasing legalization of online sports betting in many countries including the USA, the market segment will experience significant growth in the upcoming years.

Global online sports betting market revenues, billion \$



The global online sports betting market is generally characterised by the following features:

Huge market size and peak phase of growth.

Seasonality of many types of sports, e.g. low season during the summer or high season during global sports events such as FIFA World Cup.

High entry cost of penetrating new markets, primarily due to costly licensing and promotion campaigns.

High share of the market is attributed to a small number of sports including horse racing, football, cricket, greyhound racing, and basketball.

Illegal nature of sports betting in many countries, e.g. China, South Korea, India, Hong Kong; the entire sports betting market is worth more than \$1.5 trillion, out of which legal betting (see the figures above) accounts for less than 20% of the revenue.

The comprehensive marketing research performed by our team outlined the following thirteen most promising online sports betting markets to penetrate.

The listed countries allow legal online non-monopolised sports betting, and comprise approximately 57% of the global online sports betting market.

Country	Online sports betting revenue in 2016	Forecasted cost of market entry to reach break-even (based on comprehensive financial modelling)
Russia	\$200 million	\$5.2 million (break-even achieved)
Czech Republic	\$230 million	\$7.1 million
Ireland	\$270 million	\$8.1 million
Norway	\$280 million	\$8.4 million
Canada	\$290 million	\$8.8 million
Spain	\$330 million	\$9.2 million
Italy	\$380 million	\$10.3 million
Germany	\$530 million	\$11.2 million
Sweden	\$600 million	\$12.3 million
France	\$770 million	\$12.7 million
USA	\$1,170 million	\$15.5 million
UK	\$2,240 million	\$17.6 million
Japan	\$4,000 million	\$20.2 million

Competition

We acknowledge the high level of competition in online sports betting, as well as the existence of a number of strong multinational players such as 888Sport, Bet365, Betfair, BetVictor, Betway, Bwin, Ladbrokes, Pinnacle, Unibet, William Hill and others.

This notwithstanding, we believe that we better our competitors by offering the most efficient betting platform created to date, as well as due to the other competitive advantages discussed in this Prospectus.

Fantasy sports

At the moment the Company is actively engaged in launching a separate branch of activities, namely the platform for playing fantasy sports. Although closely linked to online sports betting (by being online and being based on real sports), fantasy sport is not normally recognised as gambling, but rather a type of online skill-based game where participants assemble imaginary or virtual teams of real professional sport players.

In late 2015, Eilers Research forecasted that fantasy sport will generate around \$2.6 billion in entry fees in 2015, and will grow 41% annually, reaching \$14.4 billion by 2020.

The Company believes in a huge market potential and high synergy between online sports betting and fantasy sports, and is thus planning to expand into this new business segment throughout the course of 2018.

Roadmap

The Company team has been hard at work since early 2015. We have already created, launched and tested the revolutionary online sports betting platform in a single market and in a single type of sport (football).

Having achieved break-even, we are now expanding globally to cover all major types of sports for online betting and fantasy sports.

Key events

March 2015	Project launched
December 2015	1 st version of the booking platform completed
February 2016	Integration of the live & pre-match feeds completed
1 March 2016	Betting platform launched
June 2016	Mobile application launched
August 2016	\$100,000 monthly turnover achieved
February 2017	Mobile version of the betting platform launched
March 2017	\$1,000,000 monthly turnover achieved
June 2017	Break-even achieved (\$51,199 monthly net profit)
6 September 2017	ICO launched
30 November 2017	ICO completed
January 2018	<p>“Lucky Token” program launched;</p> <p>Cryptocurrencies allowed for betting at betting platform</p> <p>Betting in cybersports allowed at betting platform</p>
2018	ICO funds invested for expansion to 12 new countries

Selected business data

As an overview of the Company's current status, we present to you some of the KPIs we use in tracking our performance (shown as-of September 2017 and growth to the previous month):

Revenue	\$269,033	+11.2%
Net income	\$74,559	+13.4%
Active customers	4,279	+8.3%
Average gaming loss per customer	\$38.26	+2.3%
Visitor-to-customer conversion rate	10.6%	+0.0%

For a more specific financial overview, we also present the forecasted and actual results of our operational activity in 2017.

Period	Forecasted revenue, \$	Actual revenue, \$	Forecasted net income, \$	Actual net income, \$
January 2017	36,010	36,987	(80,904)	(70,468)
February 2017	29,231	30,417	(55,576)	(69,526)
March 2017	33,420	65,885	(94,495)	(78,686)
April 2017	54,613	137,123	(120,931)	(25,878)
May 2017	90,873	126,206	(51,295)	(19,324)
June 2017	120,399	198,425	(27,519)	51,199
July 2017	157,750	219,345	(6,021)	58,134
August 2017	191,023	241,937	16,015	65,749

Period	Forecasted revenue, \$	Actual revenue, \$	Forecasted net income, \$	Actual net income, \$
September 2017	215,145	269,033	35,029	74,559
October 2017	235,805	–	55,079	–
November 2017	274,116	–	81,727	–
December 2017	312,953	–	108,806	–

Based on market research, our comprehensive financial study leads to the following forecast. Depending on how much is raised in the ICO, investment into each country of expansion will be made sequentially, over 2017 to 2020, as below.

Countries of expansion	Revenue (up to \$m)	Net income (up to \$m)
Russian Federation	2018: 8.0 2019: 14.0 2020: 20.0	2018: 4.5 2019: 9.2 2020: 14.1
+ Czech Republic	2018: 14.4 2019: 25.7 2020: 36.1	2018: 7.0 2019: 16.0 2020: 25.0
+ Ireland	2018: 22.0 2019: 38.5 2020: 55.0	2018: 10.0 2019: 24.1 2020: 37.9
+ Norway	2018: 28.7 2019: 50.2 2020: 71.8	2018: 12.1 2019: 31.0 2020: 49.1

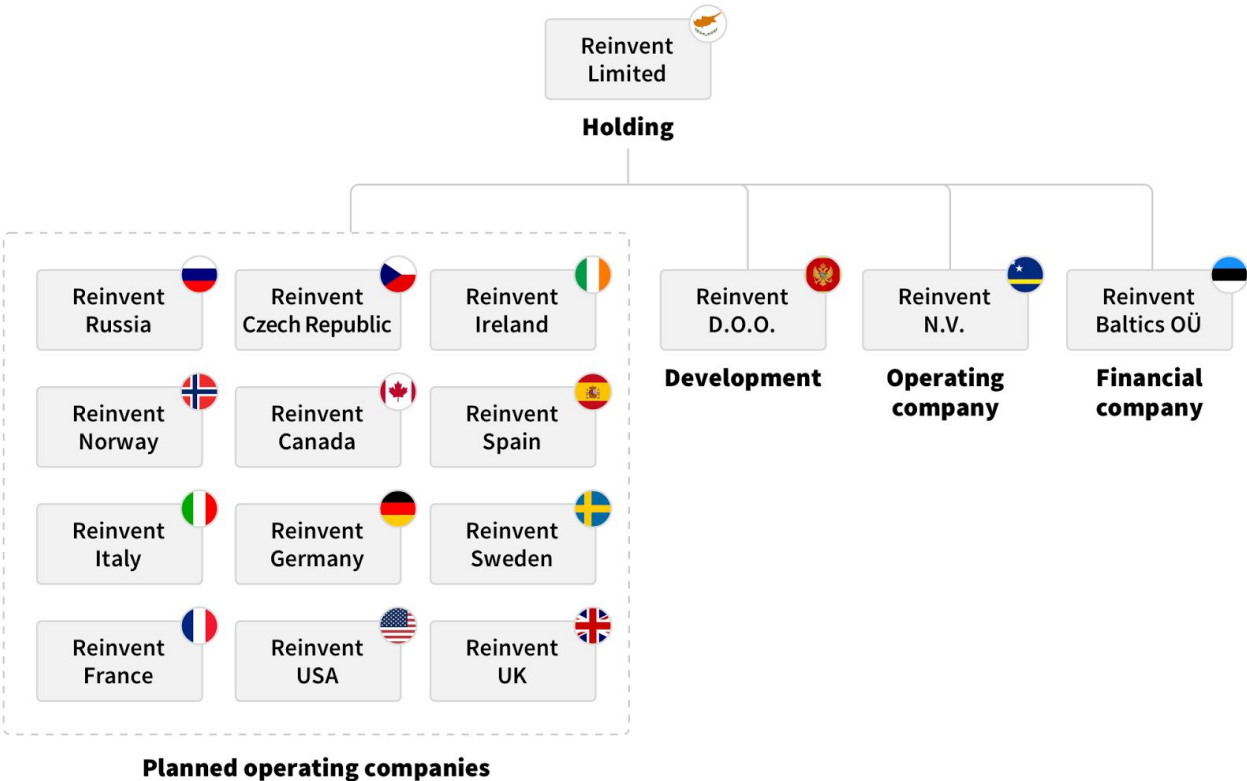
Countries of expansion	Revenue (up to \$m)	Net income (up to \$m)
+ Canada	2018: 35.6 2019: 62.4 2020: 89.2	2018: 14.3 2019: 38.1 2020: 60.8
+ Spain	2018: 42.2 2019: 73.9 2020: 105.7	2018: 16.0 2019: 44.6 2020: 71.7
+ Italy	2018: 49.8 2019: 87.2 2020: 124.7	2018: 18.1 2019: 52.2 2020: 84.3
+ Germany	2018: 60.4 2019: 105.8 2020: 151.2	2018: 22.3 2019: 63.5 2020: 102.4
+ Sweden	2018: 70.0 2019: 122.6 2020: 175.2	2018: 25.3 2019: 73.3 2020: 118.5
+ France	2018: 82.4 2019: 144.2 2020: 206.0	2018: 30.3 2019: 86.5 2020: 139.5
+ USA (contingent on legislative amendments)	2018: 96.4 2019: 168.7 2020: 241.1	2018: 35.7 2019: 101.4 2020: 163.4
+ UK	2018: 123.3 2019: 215.8 2020: 308.3	2018: 51.1 2019: 132.5 2020: 210.8
+ Japan	2018: 171.3 2019: 299.8 2020: 428.3	2018: 83.3 2019: 190.5 2020: 297.2

Corporate structure

Today, our group includes the following entities:

- **Reinvent Limited (Cyprus)**, a holding company resident in the EU consolidating the group.
- **Reinvent N.V. (Curaçao, Kingdom of the Netherlands)**, a company holding License No. 1668/JAZ of the international regulator Curaçao eGaming.
- **Reinvent D.O.O. (Montenegro)**, a research and development centre employing fifteen specialists in Montenegro.
- **Reinvent Baltics OÜ (Estonia)**, a financial company of the group and the issuer of BETM Tokens.

Over the course of 2017-2018, the group is planning to set up a corporate presence in the countries in which business activities are to be performed, with a final planned structure as shown on the chart below.



Risk factors

This section outlines the key industry and project risks that we were able to identify. Each explained risk has been duly assessed and addressed by the Company, which endeavours to make all reasonable efforts to further mitigate or eliminate such risks throughout its operations.

Industry risks

Risk	Description	Measures by the Company
Stringent regulation of gambling	Our activities are subject to comprehensive, expensive and often practically challenging governmental regulations	Acquisition of official licenses Participation in local organisations influencing the law-making process in the area of gambling
Dependence on computer infrastructure	We depend on software applications, computer hardware, and the Internet, and we can be affected by viruses, physical or electronic break-ins or other disruptions of a similar nature	Undergoing regular external security audits Retaining PCI DSS compliant status Using IT infrastructure with regular backups and a geographically separated duplicated database
Smart contract limitations	Smart contract technology is still in an early stage of development, and its application is still of an experimental nature	Using the best templates created to date Reducing complexity and putting only core logic into smart contracts Arranging peer reviews by the best experts in the industry
Reliance on third parties	We rely on some third party services such as feed providers	Using the biggest feed provider on the market Receiving feed data from multiple providers for risk diversification

Project risks

Risk	Description	Measures by the Company
Insufficient financing	Expansion to other markets requires significant financing, which may be difficult or impossible to arrange	Undergoing ICO as a time- and cost-efficient fund raising instrument
Inefficient marketing	We are lacking a world-class head of marketing, which results in lower (than could otherwise have been expected) in-flow of new customers	<p>Contracting Ukraine’s leading digital advertising agency (ISD Group) and the marketing advisor with extensive experience in ICOs (BlazonPR)</p> <p>Plans to strengthen the marketing department using the funds from the ICO</p>
No experience in global expansion	We have not performed the expansion to the desired geographical locations and scale, thus the planned expansion may be not as successful as we expect	<p>Completing a number of expansion exercises and studies in different regions of the world</p> <p>Hiring proper country managers in each new country of operation</p> <p>Investing in further marketing studies for the most efficient expansion strategy</p>

Initial coin offering

Motivation

After we completed comprehensive technology research, created the product and tested it in the real world, we realised that our business model has gigantic potential globally.

Comprehensive marketing research showed that, to grow fast and better our competitors, we need significant initial capital to expand both geographically, i.e. by penetration into new markets, and functionally, i.e. by covering other sports for betting.

Considering our business model, the two traditional ways of financing — debt and equity financing — appear to be costly, time consuming or otherwise insufficient.

By using ICO as an alternative financing instrument, the Company intends to raise funds in a timely manner, at a relatively low cost. The funds raised will be used exclusively to implement our plans as explained in the **Roadmap** section above.

In return for higher business efficiency, the Company is willing to offer Participants that participate in the ICO a variety of strategies, including participation in the “Lucky Token” program.

ICO essentials

ICO period	6th of September to the 30 th of November 2017 (UTC)
BETM Token price	\$1.00
BETM Tokens issued	100 million
BETM Token bonuses	30% at ICO launch, reduced by 5% after every following \$10 million is collected (e.g. 25% after \$10 million is collected)
Accepted currencies	\$, €, BTC, ETH, LTC, DASH
BETM Token rights	<i>Bet in BETM Tokens at the betting platform</i> <i>Benefit from “Lucky Token” program, as explained below</i> <i>Sell BETM Tokens or legitimately alienate otherwise</i>
Official ICO platform	www.betmaster.io

ICO phases



ICO details

The purchase of BETM Tokens

- BETM Tokens shall be available for purchase by the public between the 6th of September 2017 (00:00:00 UTC) and the 30th of November 2017 (23:59:59 UTC).
- The Company reserves the right to change the ICO period in its absolute discretion, with publishing of the relevant changes on the Website.
- Purchase of BETM Tokens shall be possible only through the ICO Website.
- Participant may buy any volume of BETM Tokens within the offered volume of BETM Tokens issued, contingent on then current availability and subject to the minimum payment of USD/EUR 100 if made in fiat currency.
- The price per one BETM Token shall be fixed at \$1.00 during the whole ICO period.
- Participant may purchase BETM Tokens with fiat currency, namely USD or EUR (denominated in \$), or with one of allowed cryptocurrencies, namely Bitcoin (BTC), Ethereum (ETH), Litecoin (LTC) or Dash (DASH), at then current exchange rates in accordance with www.openexchangerates.org.
- The amounts payable by Participants for BETM Tokens shall be retained under the control of the Escrow Agent, subject to any spending by the Company or its affiliates only upon successful BETM Token distribution.

KYC on Participants

- Purchase of BETM Tokens is subject to successful completion of know-your-client (KYC) procedures with respect to the Participants.
- Such KYC procedures may take place during and after the ICO Period, but no later than by the 5th of December 2017.
- The said KYC procedures will be designed and implemented to depend on all relevant circumstances, and may involve the collection of copies of Participants' identification document(s).
- With respect to each Participant, the Company will decide, based on its reasonable judgement, whether the said Participant has successfully undergone the KYC check.
- The Participants who had successfully undergone the KYC check shall be entitled to the purchased BETM Tokens as explained below.
- The Participants who failed to timely provide valid KYC documents shall lose their right to BETM Tokens, and will receive back 90% of the payment.

BETM Token distribution

- The number of BETM Tokens issued shall comprise 100 million, or less, upon the Company's decision taken at its absolute discretion.
- BETM Tokens will be issued by the BETM Token contract on the Ethereum blockchain; the contracts will use the ERC20 interface, a standard that has been established for tokens that will allow easy integration of BETM with exchanges, wallets and other smart contracts.
- Each KYC compliant Participant shall be entitled to the following number of BETM Tokens: (1) purchased BETM Tokens, i.e. one BETM Token per \$1.00 of payment, and (2) bonus BETM Tokens, i.e. percentage of purchased BETM Tokens depending on the volume of ICO collections, namely 30% during \$0-10 million collections, 25% during \$10-20 million collections, 20% during \$20-30 million collections, 15% during \$30-40 million collections, 10% during \$40-50 million collections, 5% during \$50-60 million collections, and 0% after \$60 million collections; the number of bonus BETM Tokens shall be rounded down to the next integer number of BETM Tokens if the number of bonus BETM Tokens is not an integer number.
- The BETM Tokens not purchased by Participants, if any, will be retained by the Company and distributed, fully or partially, between the ICO team members, upon the separate decision of the Company.
- The Company intends to issue and distribute BETM Tokens as soon as practically possible, however not later than by approximately 10th December 2017 (UTC); should all BETM Tokens announced for issuance be sold before the end of ICO period, the Company may decide to issue and distribute BETM Tokens earlier.
- BETM Tokens owned by the Company will be blocked, during the period(s) of such ownership, to avoid receiving any Prizes by the Company.
- The Company intends to procure the audit of BETM Token smart contract with a reputable programmer before BETM Token issuance and distribution, as well as to place the summary of such audit in this Prospectus.

Using BETM Tokens

- The Company shall accept every BETM Token as an eligible betting currency (payment instrument) at its betting platform.
- The owners of BETM Tokens shall be entitled to use them in any legitimate manner including, but not limited to, sale, gifting, pledging, inheriting, depositing etc.; it is the

Company's intention to procure the listing of BETM Tokens at all recognized and reputable cryptocurrency exchanges.

- The Company shall launch the indefinite “Lucky Token” program, under which any BETM Token owner shall be entitled to the Prizes as follows (with all operations shown publicly at the ICO Website):
 - Commencing 1 January 2018, 2% of the Company's revenue under each stake in www.betmaster.com (or relevant app) shall be paid to one of BETM owners (Lucky BETM Owner).
 - For each stake, Lucky BETM Owner is defined randomly amongst all then current BETM owners, with account of BETM Tokens owned; for example, owning 1 million BETM gives 1% probability of becoming the Lucky BETM Owner on every stake.
 - The said draw shall be performed daily, with 24-hour delay, in order to take into account adjustments to match results (i.e. due to any mistakes or due to authorities' decisions).
 - All payments to Lucky BETM Owners shall be accumulated and paid out to BETM owners automatically, i.e. immediately after the relevant ETH commission becomes lower than 2% of the payment.
 - The Company may, at its own discretion and at any moment of time in the future, adjust the said factor of 2%, by (1) increasing it where this would be reasonable from business standpoint and will not have negative adverse effect over the Company's results, or (2) decreasing it where failure to do so may result in the negative adverse effect over the market value of BETM token and/or Company's results. Any relevant decision shall be immediately communicated to all Participants.

Smart contract

The link to the smart contract, as well as the summary of the smart contract audit by the reputable programmer, shall be added to this section before the issuance and distribution of BETM Tokens.

Team



Serhii Moliboh

Project coordination

Expertise: project management, international tax law, contract law

Qualifications: Master of law (Kyiv National University of Taras Shevchenko), MBA (Steinbeis University Berlin), LLM (University of London), ADIT (UK Chartered Institute of Taxation)

Experience: Baker & McKenzie (Ukraine), Deloitte (Ukraine), KPMG (Ukraine), BDO (Ukraine), PwC (Switzerland)

Languages: Ukrainian, Russian, English, German



Beslan Birzhev

Product owner at Betmaster (concept development)

Expertise: web & mobile design, product development

Experience: Innova Co, Exness, Art. Lebedev Studio

Languages: Russian, English



Dmitry Zholobov

Business analyst at Betmaster (business analytics)

Expertise: analytics, strategic vision, finances, BI

Qualifications: PhD degree in System Analysis (National Research Nuclear University Moscow), Economics diploma (Moscow Economy Analytics Institute)

Experience: AST Publishers, Liga Stavok, Clever-Media Publishers, Betmaster

Languages: Russian, English



Vladimir Markov

Research & development manager at Betmaster

Expertise: software development, R&D, IT management

Qualifications: Specialist in Radio Engineering (Moscow Radio-Electronics And Automatics Engineering Technical University)

Experience: Eli Lilli Vostok S.A., Hogan Lovells CIS, Betmaster

Languages: Russian, English



Andreas Ioannou

Director at Leo Trust Cyprus (escrow agent, tax & legal)

Expertise: corporate law, sports law, international tax law, financial regulation & compliance, banking law

Qualifications: LLB (University of Liverpool)

Experience: Meritservus (Cyprus), Chesterfield International (Cyprus/UK), MMG Trust (Cyprus), PM Corporate Law (Cyprus), Leo Trust (Cyprus)

Languages: English, Greek



Mikhail Traverse

Partner at ISD Group (marketing)

Expertise: business development, advertising, marketing management, value proposition design

Qualifications: business administration in marketing management from IIB (www.iib.com.ua)

Experience: co-founded the Social Media Marketing agency Hashtag in 2013 after spending more than 7 years in marketing management; the brands portfolio includes NIVEA, Kotex, Huggies, Avon, Vodafone, Geneva Tourism etc.

Languages: Ukrainian, Russian, English



Vika Prudnyk

Chief Operating Officer at Hashtag agency (marketing)

Expertise: digital marketing, PR & SMM,
business administration

Qualifications: Master of Mathematics and Economics
at National Pedagogical University, Kiev city

Experience: 9+ years of experience in Digital with P&G, ECCO,
Skechers, Lenovo, Audi, OLX, Pepsi etc.

Languages: Ukrainian, Russian, English



Edward Mandel

CEO at Object Micro, Inc.
(blockchain enthusiast, marketing)

Expertise: executive management, software engineering,
blockchain, marketing, branding

Experience: Zulu Ventures, Nexlore Corporation, MD Global,
HC Smart, Object Micro, Inc.

Languages: English, Russian



Johann Barbie

CTO at Acebusters (blockchain engineering)

Expertise: software architect, blockchain engineer,
entrepreneur and founder of 37coins

Experience: Acebusters (www.acebusters.com)

Languages: German, English



Anatoliy Zhupanov

Product manager at Betmaster

Expertise: project management, IT management

Qualifications: Specialist in Management (State University of Management), Specialist in Commerce (University of Russian Academy of Education)

Experience: Premium-Management, Eurosport, Zengalt, Binaryware, Betmaster

Languages: Russian, English, Serbian, Croatian



Anton Fedchenko

Frontend developer at Betmaster (programming)

Expertise: software development, web/mobile frontend, backend, fullstack expertise

Experience: Art. Lebedev Studio, Tinkoff bank, Kindbeetle, Betmaster

Languages: Russian, English



Anatoliy Zenkov

Designer at Betmaster

Expertise: web, mobile and graphics design, web development, branding

Experience: Art. Lebedev Studio, Park Studio, Exness, Betmaster

Languages: Russian, English



Denis Drozhzhov

Designer at Betmaster

Expertise: web and mobile UI design, graphics design, web development

Qualifications: Specialist in Economics (Higher School of Economics State University)

Experience: Art. Lebedev Studio, Imobilco, Innova, OK.ru, Betmaster

Languages: Russian, English



Stanislav Kotseruba

Backend developer at Betmaster (programming)

Expertise: software development, backend, R&D, database administrator, fullstack expertise

Qualifications: Specialist in Radio Engineering (Ryazan State Radio Engineering University)

Experience: Yandex, Kindbeetle, Betmaster

Languages: Russian, English

Terms & Conditions

1. General provisions

- 1.1. These Terms & Conditions comprise a legally binding deed between the Participant and the Company (who are also individually referred to as a “Party” and collectively as the “Parties”).
- 1.2. These Terms & Conditions define the Parties’ mutual rights and obligations in connection with the purchase of BETM Tokens during the ICO.
- 1.3. In accordance with these Terms & Conditions, the Company sells and transfers, and the Participant purchases and accepts, BETM Tokens.
- 1.4. The sections “Definitions” and “ICO details” of this Prospectus comprise an integral part of these Terms & Conditions.

2. Representations and warranties by the Company

- 2.1. The Company has all requisite power, capacity and authority (corporate or otherwise) to own its properties and to carry on its business.
- 2.2. The Company is not participating in the ICO for any illegal purpose.
- 2.3. The Company has all requisite power, capacity and authority and has taken all required action necessary to permit it to execute, deliver and to carry out the terms of these Terms & Conditions.
- 2.4. The execution, delivery and performance by the Company of these Terms & Conditions have been duly authorized by all necessary and proper actions, and assuming execution and delivery by the Participant, constitute the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.
- 2.5. The execution and delivery of these Terms & Conditions does not, and the performance of these Terms & Conditions by the Company, including sale and transfer of BETM Tokens, will not, require any consent, approval, authorization or other action by, or filing with, or notification to, any governmental authority or any

other person and none of such actions will violate any laws applicable to such Party, violate any provisions of any of its governing documents or constitute a breach of any undertaking to which the Company is party.

- 2.6. All BETM Tokens are free and clear of any encumbrances or any other third party rights whatsoever.
- 2.7. With respect to any BETM Tokens, there are no outstanding options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar rights, voting trusts, proxies, powers of attorney, or other contracts or understandings.
- 2.8. The Company does not hold any BETM Tokens in trust for the benefit of another person, directly or indirectly; no third party has any right with respect to the BETM Tokens.
- 2.9. There is no suit, action, proceeding, claim or investigation pending, or to the knowledge of the Company, threatened, in relation to any BETM Tokens, or against the Company, that seeks to, or may in fact prevent, the Company from performing these Terms & Conditions.

3. Privacy policy

- 3.1. The Company may *collect information* about Participant in one of the following ways:
 - 3.1.1. When provided by the Participant (e.g. during registration at the ICO Website, subscription to our updates, responding to surveys, filling out forms etc.).
 - 3.1.2. Automatically (e.g. log information, device Information, usage information, information collected by cookies or other tracking technologies).
 - 3.1.3. From other sources (as indicated in the relevant third party's authorization screen).
- 3.2. The Company may *use information*, in particular:
 - 3.2.1. To administer the Company's services.
 - 3.2.2. To develop new products and services.

- 3.2.3. To personalise the ICO Website.
 - 3.2.4. To send the Participant technical notices and support and administrative messages.
 - 3.2.5. To communicate with the Participant about products, services, promotions, events and other news and information.
 - 3.2.6. To monitor and analyze trends, usage and activities in connection with the Company's services.
 - 3.2.7. To detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the Company or other persons.
 - 3.2.8. To verify compliance with the terms and conditions governing the use of the ICO Website.
 - 3.2.9. To retain it during the term of these Terms & Conditions, as envisaged by applicable laws, or longer, as per the Company's internal policies.
- 3.3. The Company may *share information*, in particular:
- 3.3.1. With the Participant's permission, including certain information in blogs or other online forums, as predefined by the Participant.
 - 3.3.2. Upon legitimate request by the relevant authorities.
 - 3.3.3. To service providers that perform work for us (e.g. for identity verification, support, payment etc.).
 - 3.3.4. If we believe the Participant's actions are inconsistent with the Terms & Conditions or the Company's internal policies, or to protect the rights, property and safety of the Company or other persons.
 - 3.3.5. In connection with, or during negotiations of, any merger, sale of the Company's assets, financing or acquisition of all or a portion of our business by another company.
 - 3.3.6. With the Company's current or future affiliates.

4. Participant's obligations

- 4.1. NOT TO violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which the Participant is required to be a member, through the Participant's use of the ICO Website or participation in the ICO.
- 4.2. NOT TO provide false, inaccurate or misleading information.
- 4.3. NOT TO infringe upon the Company or the ICO Website or any third party's copyright, patent, trademark, or intellectual property rights.
- 4.4. NOT TO distribute unsolicited or unauthorized advertising or promotional material, any junk mail, spam, or chain letters.
- 4.5. NOT TO reverse engineer or disassemble any aspect of the ICO Website in an effort to access any source code, underlying ideas and concepts, and algorithms.
- 4.6. NOT TO take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information.
- 4.7. NOT TO transmit or upload any material to the ICO Website that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs.
- 4.8. NOT TO otherwise attempt to gain unauthorized access to the ICO Website, any of the Company's other systems, computer systems or networks connected to the ICO Website, through password mining or any other means.
- 4.9. NOT TO transfer or assign any rights granted to the Participant under these Terms & Conditions.
- 4.10. NOT TO participate in ICO for the purposes of speculative investment.
- 4.11. NOT TO participate in any class action lawsuit or any class wide arbitration against the Company or any of its affiliates.
- 4.12. TO comply with any laws and regulations which may be applicable to the Participant's acquisition of BETM Tokens.

5. Limitation of the Company's liability

- 5.1. *No investor protection.* This document is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors.
- 5.2. *BETM Token price and liquidity.* The Company shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of the value of the BETM Tokens to the extent allowable pursuant to applicable law of regulation, the purchase of BETM Tokens by the Participant from the Company is final, and thus there are no refunds and/or cancellations; the Company shall not guarantee in any way that the BETM Tokens might be sold or transferred after the ICO. BETM Tokens are provided on an "as is" basis and without any warranties of any kind, either expressed or implied. The Participant hereby expressly agrees that, to the maximum extent permitted by the applicable law, the Company does not accept any liability for any damage or loss, including loss of business, revenue, or profits, or loss of, or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise), resulting from any use of, or inability to use, the ICO Website or the material, information, software, facilities, services or content on the ICO Website, from buying of the BETM Tokens by the Participant, regardless of the basis upon which the liability is claimed and even if the Company has been advised of the possibility of such loss or damage.
- 5.3. *ICO Website reliability.* The Company reserves the right, at its own and complete discretion, to modify or to temporarily or permanently suspend or eliminate the ICO Website, and/or disable any access to the ICO Website. The Company does not warrant or represent that any information on the ICO Website is accurate or reliable or that the ICO Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components. The Company shall not be liable for uninterrupted availability of the ICO Website at all times, in all countries and/or all geographic locations, or at any given time. The Company assumes no liability in the event of any damage or loss, or any other impact, directly or indirectly resulting from the use of any content, goods or services available on or through any third-party websites and resources, which may be accessed using the links on the ICO Website.

- 5.4. *Safety of IT systems.* The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, the Company does not assume any liability, without limitation, for any damage any person, including the Participant, may experience as a result of any transmissions over the Internet or other publicly accessible networks, including but not limited to transmissions involving the ICO Website or e-mail with the Company.
- 5.5. *Indemnification of the Company by Participants.* To the extent allowable pursuant to applicable law, the Participant shall indemnify, defend, and hold the Company and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities filed/incurred by any third party against the Company arising out of a breach of any warranty, representation, or obligation hereunder.
- 5.6. *Taxation.* The Participant agrees to be solely responsible for any applicable taxes imposed in connection with BETM Tokens purchased during the ICO.
- 5.7. *Limited BETM Token rights.* Tokens impart no proprietary rights or obligation or contract, express or implied, other than as specified in the Prospectus; in particular, the owners of BETM Tokens will not have any influence on the development or governance of the Company.
- 5.8. *Sophisticated Participant.* The Participant is aware of all the merits, risks and any restrictions associated with cryptographic BETM Tokens (their buying and use), cryptocurrencies and blockchain-based systems, knows how to manage them, and is solely responsible for any evaluations based on such knowledge.
- 5.9. *Lawful behaviour by Participant.* The Company accepts no liability in the case that the Participant accesses and/or uses the ICO Website or participates in the ICO with any illegal purpose or with any violations of any applicable law of any jurisdiction.
- 5.10. *No guarantee of business success.* The Participant acknowledges and agrees that the proposed outcomes of the Company's activities discussed in the Prospectus may not be achieved in a timely manner or at all, and BETM Tokens may not provide the rewards envisaged by Participant.

- 5.11. *No US Participants.* BETM Tokens have not been and will not be registered under the USA legislation and may not be offered or sold in the United States or to or for the benefit of US persons; the Company therefore assumes no liability in case the Participant is an individual who is a resident of the USA or its territories or possessions, is a corporation, partnership or other legal entity formed under the laws of the USA, an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA; a trust of which any trustee is described above; a legal entity the shares of which are not publicly traded on a securities exchange and more than 45% of the shares of which are owned by or for the benefit of an individual or entity described above; a member of any branch of the military of the USA; or an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described above. The Participant's decision to subscribe for BETM Tokens was not based on information received within the USA or from US sources.
- 5.12. *No intermediary function.* The Participant hereby confirms that he/she acts exclusively on their own behalf, and is not acting as the agent, representative or other representative of any other person.
- 5.13. If applicable law does not allow all or any part of the above limitation of liability to apply to the Participant, the limitations will apply to the Participant to the extent permitted by applicable law.

6. Governing law and dispute resolution

- 6.1. These Terms & Conditions will be governed by and interpreted and construed in accordance with the law of England and Wales, without giving effect to its conflict of laws principles.
- 6.2. Any claim or dispute arising out of these Terms & Conditions may be submitted only to the exclusive jurisdiction of the competent court in Tallin, Estonia, and each of the Parties hereby submits irrevocably to the jurisdiction of such court to the exclusion of any other jurisdiction and waives and claim with respect thereto including any claim of *forum non conveniens*.

7. Miscellaneous

- 7.1. The Company is entitled to assign any rights or obligations under these Terms & Conditions, at any moment, with sole discretion and without prior notice.
- 7.2. These Terms & Conditions will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 7.3. These Terms & Conditions are executed electronically, by virtue of purchase of BETM Tokens by the Participant at the ICO Website during the ICO. These Terms & Conditions contain the entire understanding and agreement among the Parties.
- 7.4. Company has valid, unrestricted and exclusive ownership of the rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of BETM Tokens and its activities generally. In no way shall these Terms & Conditions entitle the Participant to any intellectual property of the Company, including the intellectual property rights for the ICO Website or its elements.