SERVICES AGREEMENT

This Agreement is made as **of** 01, 23, 2018, between **M-Sport Ltd.** ("Client"), having its principal place of business at Dovenby Hall, Cockermouth, Cumbria, CA13 0PN and The **Weather Institute Ltd.** ("Services Provider"), Reg. No. 14419837, having its principal place of business at Teelise 9-73, 10916, Estonia, represented by Jüri Kamenik.

In consideration of Client retaining Service Provider to perform support services for Client, it is agreed as follows:

1. Compensation and Term

Client hereby retains Service Provider and Service Provider hereby agrees to perform the following services (the “Services”): from the date of execution hereof by both parties until November 30, 2018, Service Provider shall make available Jüri Kamenik (“Key Individual”) as reasonably required by Client, to consult and advise Client in respect of anticipated weather conditions during 13 rallies in 2018 FIA World Rally Championship and 7 GT events. The schedule for providing such information, and the format in which it is to be provided, will be reasonably agreed between Key Individual and Client.

Service Provider shall make its facilities and equipment available to Key Individual to perform the Services. The Services shall be performed at Service Provider’s facilities, Client’s service park premises, or such other locations as may be agreed between the parties.

The Services shall be communicated by Key Individual (e-mail: kamenikmeister@gmail.com, phone: +372 590 93905) in the agreed format to Iain Tullie (e-mail: [ITullie@m-sport.co.uk](mailto:ITullie@m-sport.co.uk), phone:+ 44 7738 340 888).

In consideration of the Services, Client shall pay Service Provider a fee in an amount equal to 29 000 Euros (GT+WRC), including all taxes. The fee shall be payed no later than February 14th, 2018. Service Provider provides invoice at least 21 days before the deadline of the payment. Client shall make full payment for services no later than fixed deadline (February 22nd, 2018).

Client shall organize and pay for all expenses of Key Individual related to travel and accommodation (including airfare, transportation, hotel expenses, and meals) to, from, and during, the rallies in which the Key Individual is expected to be present. All such expenses and all travel plans must be agreed in advance by Key Individual, and Key Individual may require an advance of funds in connection therewith to be used for anticipated expenses authorized hereunder.

Client shall provide Key Individual access to its service park premises and provide office space equipped 24-hour access to internet (either in service park or hotel) during rally weeks.

Service Provider shall provide invoices and shall maintain, and provide, upon request, backup documentation. Client shall make full payment for services within fourteen days of invoice. If Service Provider brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least 21 days written notice to the other party. Service Provider may also cancel this Agreement if for any reason Key Individual becomes unable to carry out Service Provider’s obligations hereunder.

2. No Warranties by Service Provider or Key Individual

Client acknowledges and agrees that the key individual has the experience and ability to perform the services required by this agreement; that the services to performed are, by their nature, impossible to predict accurately; that the failure to predict the weather conditions accurately could result in client making decisions relating to the weather conditions on a rally day that may negatively impact its performance; and that client accepts that neither service provider nor the key individual will be responsible under this agreement for such inaccurate predictions or any impaired performance in connection therewith.

3. Representations

Each party hereby represents and warrants to the other that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any applicable laws.

4. Independent Contractor

Service Provider acknowledges that the Services rendered under this Agreement shall be solely as an independent contractor. Service Provider shall not enter into any contract or commitment on behalf of Client. Service Provider further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Confidentiality

Service Provider recognizes and acknowledges that this Agreement creates a confidential relationship between Service Provider and Client and that information concerning Client's business affairs, this agreement and the content, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature, except to the extent provided by law, as required in the interpretation or enforcement of this Agreement, or to the extent otherwise public information. All such information concerning Client is hereinafter collectively referred to as "Confidential Information," and Service Provider shall take reasonable precautions for the protection of Confidential Information and shall not disclose the same.

6. Limitation on Liability

Client shall look solely to Service Provider, and not Key Individual, in respect of any claims or liabilities arising out of Service Provider’s obligations under this Agreement. In no event shall any damages award against Service Provider arising under this Agreement exceed the aggregate amount of the fees paid hereunder.

7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Estonia.

8. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHEREOF, the following signatories have been authorized by Client and Service Provider to enter into this Agreement as of the day and year first above written.

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| SERVICES PROVIDER: |  |  | CLIENT: |
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| **Weather Institute Ltd.**  Reg. Nr. 14419837  VAT Reg. Nr. N/A  Address: Teelise 9-73, 10916, Tallinn, Estonia  Bank: SEB Pank AS  IBAN EE131010220268265224  BIC (SWIFT): EEUHEE2X  Tallinn, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2018  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Jüri Kamenik**  **Member of the board**  **Weather Institute Ltd.** |  |  | **M-Sport Ltd.**  Reg. Nr. 02105112  VAT Reg. Nr.xxxxxxxxxx  Address: Dovenby Hall, Cockermouth, Cumbria, CA13 0PN  Bank: name of the bank  IBAN EExxxxxxxxxxxx  BIC (SWIFT): xxxxxxxxxxxxxxx  Tallinn, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2018  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Malcolm Wilson**  **member of the Board**  **M-Sport Ltd.** |
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