

Agency Agreement

THIS AGREEMENT is dated for reference as of April 25, 2008, with effect as and from May 26, 2005 between **Chartwell Technology Inc.**, a corporation existing under the laws of the Province of Alberta (“Principal”) and **MICROPOWER Corporation Limited**, a corporation existing under the laws of Gibraltar (“Agent”).

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, payment of the sum of One (\$1.00) Dollar by Principal to Agent, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Principal hereby approves, ratifies and confirms the appointment of Agent as its agent and nominee for purposes of carrying out the poker software licensing business of Principal and all matters incidental thereto, including without limitation, executing poker software licensing agreements on Principal’s behalf as directed by Principal, and Agent hereby accepts, ratifies and confirms such appointment as agent and nominee of Principal throughout the term of this Agreement.
2. All receipts received by Agent and all expenses incurred by Agent, in its capacity as agent for Principal, shall be deemed to be receipts or expenses of Principal, as applicable, and Agent hereby agrees to remit all such receipts to Principal throughout the term of this Agreement on a timely basis and Principal hereby agrees to pay such expenses throughout the term of this Agreement on a timely basis.
3. All acts undertaken by Agent during the term of this Agreement are hereby approved, ratified and confirmed as being acts of Principal.
4. All rights and obligations of Agent arising during the term of this Agreement are hereby approved, ratified and confirmed as being rights and obligations of Principal.
5. This Agreement shall, in all respects, be interpreted, construed and governed by the laws of the Province of Alberta.
6. This Agreement sets forth all prior terms, conditions, and agreements under which the parties hereto have operated throughout the term of this Agreement.
7. This Agreement is sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment or termination of this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.
8. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
9. Counterparts and facsimile or other electronic means of execution of this Agreement shall be valid as if same were executed in original.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto by their duly authorized representatives.

CHARTWELL TECHNOLOGY INC.

Per: "Darold H. Parken"

Title President and CEO

**MICROPOWER CORPORATION
LIMITED**

Per: "James Godsell"

Title Director