

AFFILIATE PARTNER AGREEMENT Terms and Conditions

By registering to become an Affiliate, you agree to be bound by these Terms and Conditions (this "**Agreement**") and confirm your acceptance hereof and any subsequent amendments and changes hereto which the Operator may impose from time to time. If you do not agree to all provisions contained herein, you may not register to become an Affiliate.

1. GENERAL

- 1.1 Internet & Media Consulting Ltd, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands. Reg no: 1451981 | VAT no: N/A
- Bingo License Class 3 (LGA/CL3/254/2006)
 - Casino License Class 1/4 (LGA/CL1/254/2008)
 - Casino License Class 1/4 (LGA/CL1/728/2011)
- 1.2 The purpose of the Vinnarum Affiliate Program is to promote and attract individuals to the Vinnarum Website. As an Affiliate you undertake to use your best efforts to actively and effectively promote and refer individuals to the Vinnarum Website in accordance with the provisions of this Agreement.

2. DEFINITIONS

Unless the context of this Agreement provides otherwise, the following terms shall have the meanings set out below:

"Affiliate" means you in your capacity as a Party to this Agreement.

"Affiliate Website(s)" means one or more websites on the Internet which are maintained and operated by the Affiliate.

"Agreement" means this Affiliate Partner Agreement.

"Chargeback" means the reversal of a payment made to the Operator by a Referred Player the credit card issuing bank or any other third-party payments solution provider.

"Commission" means the Affiliate's remuneration under this Agreement as described in Section 9.

"Fraud" means any conduct that Operator, in its sole and absolute discretion, determines to be fraudulent conduct, including, but not limited to, (i) Chargebacks, (ii) bonus abuse by a Referred Player or group of players or encouragement thereof, (iii) collusion on the part of the Referred Player with any other player(s), and/or (iv) offering or providing any unauthorized incentives (financial or otherwise) by the Affiliate or any third party to players to encourage them to register as players on the Vinnarum Website;

“Fraud Costs” means any costs incurred (financial or otherwise) by the Operator as a direct or indirect result of Fraud by the Affiliate, the Affiliate's employees and/or Referred Players.

“Gross Win” means the total revenues generated by cash deposits made by Referred Players at the Vinnarum Website minus total winnings of such Referred Players;

“Intellectual Property” means patents, trade names, service marks, trademarks, logos, database rights, domain names, copyrights, design rights, rights in and to inventions, know-how, trade secrets, and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

“Jackpot Contributions” means a percentage of revenue generated on any jackpot game that is paid over by the casino into the jackpot pool.

“Net Win” means Gross Win minus bonuses, Fraud Costs, Jackpot Contributions, payment service provider fees, network fees and any other direct costs (including, but not limited to, applicable taxes and fees relating to the Vinnarum Affiliate Program.

“Referred Player ” means an individual (excluding the Affiliate, employees of the Affiliate, and/or any family members of the Affiliate or such employees) who has been referred to the Vinnarum Website by the Affiliate through a Vinnarum Tracking Link and which has opened a Player's Account at the Vinnarum Website.

“Player Account” means a player's account at the Vinnarum Website as defined in the Terms of Use of the Vinnarum Website.

“Progressive Contributions” means a percentage of revenue generated on any progressive game that is paid over by the casino into the network's progressive pool.

“Spam” means unwanted and unsolicited emails sent indiscriminately to one or more mailing lists, individuals or newsgroups.

“Vinnarum Tracking Link” means a unique tracking and transfer link provided by the Operator to the Affiliate for the directing and referral of individuals from the Affiliate Websites to the Vinnarum Website, as well as the tracking of the Referred Players.

3. APPLICATION, ACCEPTANCE AND APPOINTMENT OF AFFILIATES

- 3.1** In order to be accepted and appointed as an Affiliate, the individual or legal entity applying to becoming an Affiliate (the "Applicant") must send an registration application (**“Application”**) for an affiliate account (**“Affiliate Account”**) to [affiliateprogram@vinnarum.com]. The Application must contain the following information:

- (a) Name, address and identification number of the Applicant.
- (b) Confirmation that the Applicant is either a validly existing legal entity or an individual of at least eighteen years of age.
- (c) A valid e-mail address belonging to the Applicant.

3.2 By submitting the Application, the Applicant represents and warrants the following:

- i) The information which the Applicant provides to the Operator in connection with the Application is complete, valid and truthful.
- ii) Neither the Applicant nor any related individual or legal entity is already registered as an Affiliate.
- iii) The Applicant fully understands and accepts the terms and conditions of this Agreement and the Applicant is aware of all applicable terms and conditions of the Vinnarum Website, including the Terms of Use.
- iv) The Applicant acknowledges that this Agreement does not grant the Applicant or Affiliate any exclusive rights or privileges to refer players. The Affiliate will not be entitled to any Commissions or other compensation on business secured by or through persons or entities other than Affiliate.
- v) In the event that the Applicant is a legal entity, the person submitting the Application has the full right, power and authority to enter into this Agreement on behalf of such entity.
- vi) The execution of this Agreement and the performance hereof by the Affiliate does not violate any other agreement or obligation binding upon the Affiliate.

3.3 The Operator will review the Application within reasonable time after a complete submission is made and will then notify the Affiliate in a timely manner of the Operator's acceptance or rejection of the Application. Subject to the acceptance of the Application, Operator grants the Affiliate a non-exclusive right to refer and direct new players to the Vinnarum Website in accordance with the terms and conditions of this Agreement.

3.4 The Operator reserves the right, in its sole and absolute discretion, to accept or reject any Application to become an Affiliate.

3.5 Affiliate acknowledges and agrees that if any information provided to the Operator is false or incomplete, the Operator is entitled to reject the Application and, should the Affiliate already be registered, Operator is entitled to cancel the Affiliate's registration. An Affiliate is not permitted to have more than one Affiliate Account.

4. CERTAIN OBLIGATIONS OF THE AFFILIATE

4.1 The Affiliate will not knowingly benefit from any known or suspected traffic not generated in good faith, by or via Spam, irrespective of whether or not

such traffic actually causes damages or harm to the Operator. The Operator's evaluation of and its decision on whether or not traffic is generated in such a non-permissible manner will be final and made without any prior correspondence with the Affiliate. The Operator reserves the right to retain all amounts due to Affiliate, either current or future, under this Agreement, if the Operator has reasonable cause to believe that such forbidden traffic has been caused with the Affiliate's knowledge. Even if the Affiliate has not knowingly generated such traffic, Operator reserves the right to retain Commission with respect to such traffic.

- 4.2 It is strictly forbidden to generate any traffic from any medium that is aimed at children, promotes violence, includes pornographic or narcotic material, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotes illegal activities, or violates intellectual property rights or violates any other rights of any third party, or are otherwise considered by Operator, in its sole discretion, to bring the Operator into disrepute or prejudice the interests of Operator in any way that is considered unsuitable.

5. MARKETING AND APPROVED MARKETING MATERIAL

- 5.1 Upon the Operator's acceptance of the Application, the Affiliate will have access to Operator's banners, text and other online and offline promotional materials and trademarks (collectively "**Approved Marketing Materials**"). Affiliate may place the Approved Marketing Materials on the Affiliate Websites and/or utilize them via e-mail, direct marketing and/or printed media. These are the designated methods by which an Affiliate may advertise on behalf of the Operator.
- 5.2 The Affiliate may not alter any of the Approved Marketing Materials or make use of any other marketing materials in relation to the Vinnarum Website without the Operator's prior written consent. Should the Affiliate be in any doubt of the allowed marketing methods, the Affiliate must contact the Operator before any publication. All Approved Marketing Materials must be kept current and the Affiliate shall utilize new Marketing Materials forthwith after they are made available to the Affiliate. The Affiliate is required to ensure that the all marketing materials, as well as all news, offers and promotions in relation to the Vinnarum Website are is current and up to date.
- 5.3 The Affiliate is solely responsible for the development, operation, and maintenance of the Affiliate Websites and/or marketing methods and activities that appear on the Affiliate Websites and/or is distributed via the Affiliate's marketing activities, including that material posted on the Affiliate Websites is not libellous or otherwise illegal.

6. SPAM

- 6.1 The Affiliate is strictly forbidden to directly or indirectly, take part in the generation, processing, dissemination of Spam or any activities that may be categorised as Spam. The Affiliate will defend, indemnify and hold Operator harmless from and against any and all liabilities, losses, damages, expenses and costs, including reasonable attorney's fees, resulting from, arising out

of, or in any way connected with the Affiliate's involvement in any activity that may be categorised as Spam.

- 6.2 Furthermore, in its sole discretion and without prejudice to any other remedies or rights that may be available to the Operator, the Operator reserves the right to withhold any Commission due to the Affiliate pending an investigation, and deduct any liabilities, losses, damages, expenses and costs from the Affiliate's Commission. Should the Operator deduct any Commission with reference to the Affiliate's involvement in any activity that may be categorized as Spam, the amount of such deduction shall be deemed fair, final and acceptable by the Affiliate.

7. LOCAL LAWS AND PROHIBITIONS

- 7.1 It is the sole responsibility of the Affiliate to understand and comply with all applicable laws, including relevant data protection legislation, in the jurisdiction in which Affiliate has its residence, domicile and/or in any jurisdictions in which Affiliate operates. Operator makes no representation or warranty that the materials on the Vinnarum Website or the Operator's services are appropriate, available or allowed in any such aforementioned jurisdiction. The Operator is unable to provide any legal advice regarding this matter and Operator accepts no responsibility whatsoever in relation hereto.
- 7.2 Due to applicable laws individuals which are citizens or residents in the certain territories ("**Restricted Territories**") are expressly prohibited from using the Vinnarum Website and/or playing any of games provided by Operator. The Restricted Territories are currently Hong Kong; Turkey, United States of America, US Virgin Islands, US Minor Outlying Areas, Denmark and France. The Affiliate agrees and acknowledges that it may not actively direct any promotional activities in relation to individuals in the Restricted Territories or any other jurisdiction where gambling and the promotion thereof is illegal.

8. MONEY LAUNDERING

- 8.1 Operator actively endeavours to combat money laundering and the Affiliate is strictly prohibited from directly or indirectly benefit from or be a part of any money-laundering activities.
- 8.2 The Affiliate agrees and acknowledges that certain jurisdictions in which the Operator operates impose obligations upon the Operator to report Affiliate to local authorities if Operator becomes aware or has reason to suspect that any transactions involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of the Vinnarum Website to facilitate criminal activities. In such case, the Operator may, in its sole and absolute discretion, (a) immediately suspend, deregister or terminate the Affiliate's Account, and/or (b) withhold any monies due to the Affiliate. The Operator reserves the right to report the Affiliate to any authorities if the Operator, in Operator's sole and absolute discretion, determines that Operator is obliged by law to do so.

9. PLAYER ACCEPTANCE, PLAYER TRACKING AND COMMISSION

- 9.1 The Operator reserves the right, in its sole and absolute discretion, to accept or refuse Referred Players (or to close their Player Accounts), if deemed necessary to comply with any requirements that the Operator may establish in the Terms of Use of the Vinnarum Website from time to time.
- 9.2 The Operator will track the gaming activities of Referred Players at the Vinnarum Website will periodically provide reports hereof to the Affiliate. The style, form, content and frequency of generated reports may, at Operator's sole discretion, vary from time to time. The Affiliate will be provided with remote online access to generated reports of Referred Player's activities and the Commission related to such gaming activities. To gain access to these online reports, the Affiliate will need to use the username and password provided to Affiliate by the Operator. The Operator will provide the Affiliate with a Unique Tracking Link upon acceptance of the Application. It is the Affiliate's responsibility to ensure that the Unique Tracking Links are used in the correct syntax and that the code of the Unique Tracking Link is presented exactly as provided by the Operator. The Operator cannot track Referred Players if the Affiliate uses incorrect Unique Tracking Links. The Operator will not be liable to pay Commission on any Referred Players who cannot be tracked due to incorrect or modified tracking codes, links or any other faults or errors that can be referred to the Affiliate.
- 9.3 During the term of this Agreement, Operator will pay the Affiliate Commission on a revenue sharing basis, based on income generated by Referred Players as follows: Commission payable 30% of Net Win from all Referred Players.
- 9.4 "Balances Carried Over" means where Net Win is negative due to Customer winnings and/ or Admin Fees and/ or Cash Items and/ or Progressive Contributions said balance will be set to zero. A negative balance due to Fraud Cost will however be carried over where applicable.
- 9.5 Commissions will be based upon the Operator's good faith calculations based on Operator's statistics generated by the Operator's gaming system. The Operator endeavour to process the Commission earned by the Affiliate in the previous calendar month, within ten working days of the following month. The Operator shall not be liable to the Affiliate in any manner whatsoever for late payments due to technical, third party or any other unforeseen events arising. If the Affiliate disagrees with the Commission as calculated by the Operator, the Affiliate shall notify the Operator within thirty (30) days of receiving payment. If such notification is not received by the Operator within the prescribed time period, the Affiliate shall be deemed to have finally and irrevocably accepted the balance due for the period indicated. The Affiliate will only be paid Commissions once it has a balance of €100 or more owing to it.
- 9.6 Payment of Commission shall be made by the Operator to the Affiliate by way of the method selected by the Affiliate upon registration at the market

exchange rate of the day of payment should currency exchange be necessary. Should an Affiliate fail to register a valid payment method upon registration, the Operator will contact and inform the Affiliate to update the Affiliate's details. Failure to respond or update the Affiliate's payment details within a period of three months will result in this Agreement being terminated and forfeiture of any accrued Commissions.

- 9.7 An Affiliate shall not earn Commission on the Net Win on the Affiliate's own Player's Account or on Player Accounts of the Affiliate's employees and/or family members.

10. RELATIONSHIP OF PARTIES

The Affiliate and the Operator are independent contractors and nothing in this Agreement will create any legal partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. The Affiliate shall have no authority to make or accept any offers or representations on the Operator's behalf.

11. TERM AND TERMINATION

- 11.1 This Agreement will remain in effect for as long as the Operator makes the Affiliate Program generally available unless the Agreement is terminated in accordance with the provisions set forth below.
- 11.2 This Agreement may be terminated for any reason and with immediate effect by either Party by giving written notice to the other Party. For the purpose of notification of termination, delivery via e-mail is considered to be in written form shall accordingly terminate the Agreement with immediate effect.
- 11.3 In the event of termination of this Agreement for any reason:
- i) The Affiliate will return to the Operator any and all Confidential Information and all copies of such information in the Affiliate's possession, custody and control and will cease all use of Intellectual Property Rights and/or Approved Marketing Materials. The Affiliate will take immediate steps to transfer ownership to the Operator of any derivative URL established by the Affiliate, at a cost to the Operator not exceeding that incurred by the Affiliate in registering the derivative URL (but not the costs incurred in developing the derivative URL).
 - ii) The Parties and their suppliers, contractors, agents, their directors, officers, employees, and representatives shall be released from any and all obligations and liabilities to each other occurring or arising after the date of termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not exculpate the Affiliate from any liability arising from any breach of this Agreement, that occurred prior to termination.

- iii) In the event the Affiliate terminates this Agreement for whatever reason or if the Operator terminates this Agreement with cause, including, but not limited to, the Affiliates breach of any of the provisions in this Agreement, Affiliate will only be entitled to those unpaid Commissions (if any) earned by Affiliate on or prior to the date of termination. The Affiliate will not be entitled to any revenue generated after the date of termination. The Operator may withhold the final payment for up to three months to ensure that the correct amount has been calculated and paid.
- iv) In the event the Operator terminates this Agreement without cause, the Affiliate shall be entitled to Commissions generated for a period of one year from the date of termination. Affiliate will not be entitled to any revenue generated after this period. Operator may withhold the final payment for up to three months to ensure that the correct amount has been calculated and paid.
- v) If the Operator continues to permit activity (generation of revenue) from Referred Players after termination, this shall not and shall not be construed to constitute a continuation or renewal of this agreement or a waiver of termination.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights, ownership and other rights, additions, developments and amendments thereto shall remain vested in the Operator. Nothing in this Agreement shall be interpreted as a transfer of such rights.
- 12.2 Upon registration, the Operator grants the Affiliate a non-exclusive, non-transferrable license to use the Intellectual Property Rights, included in the Approved Marketing Materials, in connection with the use of the Approved Marketing Materials and under the terms and conditions of this Agreement. The licence granted to the Affiliate under the terms and conditions of this Agreement may not be sub-licensed, assigned or otherwise transferred by the Affiliate to any third party without the Operator's prior written consent.
- 12.3 During the term of this Agreement or at any time thereafter, the Affiliate may not assert the invalidity, unenforceability, or contest the ownership of the Intellectual Property Rights, or any other similarly proprietary rights of the Operator in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Operator's rights in the Intellectual Property Rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 12.4 Unless otherwise explicitly provided herein, any and all use of the Operator's Intellectual Property Rights, including, but not limited to, signs, trademarks, trade names, domain names, derivative sub-domains, URL:s, derivative URL:s, or words that consist of or contain the wording VINNARUM or are confusingly similar thereto, is strictly prohibited, without the Operator's prior written approval. Under no conditions may Intellectual Property Rights be used in a manner that is likely to cause confusion or that disparages or discredits the Operator.

- 12.5 Unless otherwise explicitly stated in this Agreement, all rights for the Affiliate to use the Operator's Intellectual Property Rights, other rights as well as any additions, developments and amendments thereto shall cease upon the termination of this Agreement.

13. PERSONAL DATA

For the purposes of applicable data protection legislation, the Affiliate hereby consents to the processing of any and all personal data (in manual, electronic or any other form) in connection with the Affiliate's relation to the Operator and also marketing of the Operator's services and the services of companies within the same group of companies as Operator. Operator may also transfer personal data between companies that are part of the Operator's group. The Affiliate also consents to the processing and transfer of personal data for the purposes of detecting and preventing fraud and other criminal activities in relation to the Operator and other companies within the same group of companies as the Operator. The Operator undertakes that it shall not process any personal data relative to the Affiliate for any purpose other than as set forth above.

14. FORCE MAJEURE

Any failure or delay by the Operator in the performance of its obligations or of its services shall not be deemed a breach of its obligations to the Affiliate, if such failure or delay to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, public utility electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labour difficulties, court order, outage, delays or disruptions of the Internet or telecommunications networks, third party non-performance or any other similar cause beyond the reasonable control of Operator. Operator does not accept any liability for the consequences arising out of any such force majeure events.

15. INDEMNIFICATION, DISCLAIMERS AND LIMITATION OF LIABILITY

- 15.1 The Affiliate shall defend, indemnify, and hold the Operator and the Operator's suppliers contractors, agents, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by the Affiliate of any warranty, representation, or any other obligation contained in this Agreement, the Affiliate's negligence, or any injury caused directly or indirectly by the Affiliate's negligent or intentional acts or omissions, or the unauthorized use of the Operator's Intellectual Property Rights, marketing materials, banners, the Vinnarum Tracking Links or this Vinnarum Affiliate Program.
- 15.2 The Operator makes no expressed or implied warranties or representations with respect to the Vinnarum Affiliate Program (including, without limitation, its functionality, warranties of fitness, productability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage) or that the the Vinnarum Website (including service and tracking) will be uninterrupted or error-free. The

Vinnarum Website and Vinnarum Affiliate Program are provided on an "as is" basis and the Operator will not be liable for the consequences of any interruptions or errors.

- 15.3 The Operator will not be liable for any direct, indirect, special, punitive or consequential damages or for any loss, of any nature whatsoever, arising from or in connection with this Agreement or the Vinnarum Affiliate Program, even if the Operator have been advised of the possibility of such damages. The Operator's aggregate liability arising with respect to this Agreement and the Vinnarum Affiliate Program shall not exceed the total Commission paid or payable by the Operator to the Affiliate under this Agreement. Any liability arising under this Agreement shall be satisfied solely from the Commission generated and is limited to direct damages.
- 15.4 If the Operator, due to a technical error in the systems that the Operator licenses from its suppliers or due to any other reason outside the Operator's reasonable control, makes an erroneous payment to the Affiliate, such erroneous payment shall be paid back to the Operator as soon as the error has been identified. The Operator shall be entitled to retake such erroneous payment without the Affiliate's prior consent. Such erroneous payment shall be regarded as a debt to the Operator until correction has been made. The Affiliate is obligated to inform the Operator immediately hereof upon becoming aware of an erroneous payment.

16. CONFIDENTIALITY

- 16.1 Except as otherwise explicitly provided in this Agreement and subject to the prior written consent of the other Party, each Party agrees that all information ("**Confidential Information**"), including, but not limited to, the terms of this Agreement, business information and technology concerning the Operator or the Affiliate, respectively, or any of the Operator's Affiliates provided by or on behalf of either of the Parties shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by the other Party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its Affiliates.
- 16.2 During the term of this Agreement, the Affiliate may be entrusted with Confidential Information relating to the business, operations, or underlying technology of Operator and/ or the Vinnarum Affiliate Program. The Affiliate agrees to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless the Affiliate have the Operator's prior written consent and that the Affiliate only will use the Confidential Information for purposes necessary to further the purposes of this Agreement. Affiliate's obligations with respect to Confidential Information shall survive the termination of this Agreement.

17. ASSIGNMENT

The Affiliate may not assign or transfer this Agreement, or any of the Affiliate's rights or obligations under this Agreement, in whole, by part, by

operation of law or otherwise, without the prior written consent of the Operator.

18. ENTIRE AGREEMENT

This Agreement contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter.

19. AMENDMENTS AND CHANGES

- 19.1** The Operator reserves the right to, at any time and in its sole discretion, amend, alter, delete, add to or replace this Agreement or any of the terms and conditions contained in this Agreement by posting a change notice or a new agreement on the Vinnarum Website (a “**Notice**”). Such amendments, alterations, deletions or additions may include, for example, changes in the scope of available Commissions, fee schedules, payment procedures, and the Affiliate Program.
- 19.2** By continuing to use the Vinnarum Website and/or participate in the Vinnarum Affiliate Program and/or by marketing or promoting the Operator and/or the Vinnarum Website after such Notice is given to Affiliate, the Affiliate will be deemed to have accepted any and all amendments, alterations, deletions or additions or replacements.

20. NON-WAIVER

Operator's failure to enforce Affiliate's strict performance of any provision of this Agreement will not constitute nor be construed as a waiver of Our right to subsequently enforce such provision or any other provision of this Agreement.

21. SEVERABILITY

If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of this Agreement shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the Parties shall replace that provision with a new provision permitted by applicable law and having an economic effect as close as possible to the deficient provision.

22. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of Malta, without giving effect to any principles of conflicts of law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the courts of Malta, and the Affiliate hereby agree to submit to the exclusive jurisdiction of such courts.

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