

**TERMS AND CONDITIONS:
WWW.ANNACAINO.COM AFFILIATE
PROGRAM**

Updated: 17.09.2015 Version: 2

The Annacasino.com Affiliate Program is operated by Anna Casino Gaming Ltd., a company incorporated under the laws of Malta with its office located at Level 1, Abacuse Business Center, Triq Dun Karm, BKR 9037 Birkirkara, Malta and bearing the company registration number C69015

By completing the affiliate application to the Annacasino.com Affiliate Program (the "AffiliateProgram") and clicking "I have read and agree to the Affiliate Terms and Conditions(the "Terms")" within the registration form, you (hereinafter the "Affiliate") here by agree to abide by all the terms and conditions set out in this Agreement. The outlined commission structure in ARTICLE 20 of this Agreement shall be deemed to form an integral part thereof. Annacasino reserves the right to amend, alter, delete or extend any provisions of this Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the Terms set out in this Agreement. You hereby comply with:

1. The participation in the Affiliate Program
2. The usage of the Annacasino.com affiliate website and/or Annacasino marketing tools (as hereafterdefined).
3. The condition that the acceptance of any affiliate commissions from Annacasino confirms your irrevocable acceptance of this Agreement and any modifications thereto.

Therefore you shall be obliged to continuously comply with the Terms of this Agreement as well as to comply with the General Terms and Conditions and Privacy Policy of the website Annacasino.com, as well as with any other from time to time

brought forward rules and/or guidelines. An Agreement between the Company and the Affiliate shall be coming into effect on the date when the affiliate application was approved.

ARTICLE 1

Purpose:

1.1 The Company is in the business of marketing, logistical and general support services in connection with remote gaming. The Company has entered into an Agreement with Anna Casino Gaming Ltd, an online marketing company incorporated in Malta to inter alia assume responsibility for the advertising, marketing and promotional aspects of the online betting business carried out under the Annacasino.com brand and as part of this function the Company is operating the Annacasino.com Affiliate Program through the website www.annacasino.com. Anna Casino Gaming Ltd provides online gaming services through MT SecureTrade Ltd licensed by the Maltese Lotteries and Gaming Authority and Great Britain Gambling Commission as well as with MT SecureTrade Ltd, an online betting company incorporated in Curaçao and licensed by the Government of Curaçao.

1.2 The Affiliate maintains and operates one or more websites on the Internet (hereinafter collectively referred to as "the Website"), and/or refers potential customers through other channels.

1.3 This Agreement governs the terms and conditions which are related to the promotion of the website www.annacasino.com by the Affiliate, hereinafter referred to as "Annacasino.com", whereby the Affiliate will be paid a commission as defined in this Agreement depending on the traffic sent to Annacasino.com and as subject to the Terms this Agreement.

1.4 The definition of the term Net Revenue can be found within ARTICLE 20 of the Terms. In case of an introduction of another product, or group of products in the future, Annacasino.com reserves the right to use an individual definition of the term Net Revenue for each product.

ARTICLE 2

Acceptance of an Affiliate:

2.1 The Company shall evaluate the affiliate application form hereby submitted and shall inform the applicant in writing (email)

whether the membership is accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion.

ARTICLE 3

Qualifying Conditions:

3.1 The Affiliate hereby warrants that he/she:

- a) Is of legal age in the applicable jurisdiction in order to agree to and to enter into an Agreement.
 - b) Is competent and duly authorized to enter into binding Agreements.
 - c) Is the proprietor of all rights, licenses and permits to market, promote and advertise Annacasino.com in accordance with the provisions of this Agreement.
 - d) Will comply with all applicable rules, laws and regulations in correlation with the promotion of Annacasino.com.
 - e) Fully understands and accepts the Terms of the Agreement.
 - f) Has no criminal record in his country of origin or residence.
- Annacasino.com reserves the right to close any affiliate accounts and to retain any earnings of an Affiliate who is found to violate this point.

ARTICLE 4

Responsibilities and Obligations of the Company:

4.1 The Company shall provide the Affiliate with all required information and marketing material for the implementation of the tracking link.

4.2 The Company shall administrate the turnover generated via the tracking links, record the Net Revenues and the total amount of commission earned via the link, provide the Affiliate with commission statistics, and handle all customer services related to the business. An unique tracking identification code will be assigned to all referred customers.

4.3 The Company shall pay the Affiliate the amount due depending on the traffic generated subject to the Terms of this Agreement.

ARTICLE 5

Responsibilities and Obligations of the Affiliate:

5.1 The Affiliate hereby warrants:

- a) To use its best efforts to actively and effectively advertise, market and promote Annacasino.com as widely as possible in order

to maximize the benefit to the parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.

b) To market and refer potential players to Annacasino.com at its own cost and expense. The Affiliate will be solely responsible for the distribution, content and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with this Agreement.

c) To use only a tracking link provided within the scope of the affiliate program, otherwise no warranty whatsoever can be assumed for proper registration and sales accounting. Also, not to change or modify in any way any link or marketing material without prior written authorization from the Company.

d) To be responsible for the development, the operation, and the maintenance of its website as well as for all material appearing on its website.

e) To abide by the rules and principles contained in the European Gaming and Betting Association (EGBA) Code of Conduct. The EGBA Code of Conduct may be viewed at: <http://www.egba.eu/en/consumers/standards>

5.2 The Affiliate hereby warrants:

a) That it will not perform any act which is libelous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials.

b) That it will not actively target any person who is under the legal age for gambling.

c) That it will not actively target any jurisdiction where gambling and the promotion there of is illegal.

d) That it will not generate traffic to Annacasino.com by illegal or fraudulent activity, particularly but not limited to by:

I. Sending spam.

II. Incorrect meta tags.

III. Registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the

commission payable or to otherwise defraud the Company.

Violation of this provision shall be deemed to be fraud.

e) That it will not present its website in such a way that it might evoke any risk of confusion with Annacasino.com and/or the Company and or convey the impression that the website of the contracting party is partly or fully originated with Annacasino.com and/or the Company.

f) That it will not use Annacasino brand name as part of their site url.

g) Without prejudice to the marketing material as may be forwarded by the Company and/or made available online through the website www.annapartners.com the affiliate may not use Annacasino.com or other terms, trademarks and other intellectual property rights that are vested in the Company unless the Company consents to such use in writing.

ARTICLE 6

Payment:

6.1 The Company agrees to pay the Affiliate a commission based on the Net Revenue generated from new customers referred by the Affiliate's website and/or other channel. New customers are those customers of the Company who do not yet have a betting account and who access the Website via the tracking link and who properly register and make real money transfers at least equivalent to the minimum deposit into their Annacasino.com account. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

6.2 The commission shall be a percentage of the in accordance with what is set out in the commission structures for the particular product. The calculation is product specific and it is set out in every product-specific commission structure.

6.3 The commission is calculated at the end of each month and payments shall be performed by the fifteenth of each calendar month, provided that the amount due exceeds €50 (minimum threshold). If the balance due is less than the minimum threshold, it shall be carried over to the following month and shall be payable when it collectively exceeds the minimum threshold.

6.4 Payment of commissions shall be made as per the payment method chosen by the Affiliate in the affiliate account. If an error is made in calculating the commission, the Company reserves the right

to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.5 Acceptance of payment by the Affiliate shall be deemed to be full and the final settlement of the balance due for the period indicated.

6.6 If the Affiliate disagrees with the balance due as reported, it shall within a period of thirty (30) days send an email to the Company to affiliates@annapartners.com and indicate the reasons of such dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

6.7 The Company may delay payment of any balance to the Affiliate for up to one hundred and eighty (180) days, while it investigates and verifies that the relevant transactions comply with the provisions of the Terms.

6.8 No payment shall be due when the traffic generated is illegal or contravenes any provision of these Terms.

6.9 The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

6.10 For the sake of clarity the parties specifically agree that upon termination of this Agreement by either party, the Affiliate shall no longer be entitled to receive any payment whatsoever from the Company, provided that payments already due (earned and unpaid commissions) shall be paid out.

6.11 At the sole discretion of the Company the Affiliate may be given the opportunity to restructure its commission structure. Examples of alternative revenue sources could include a Cost Per Acquisition (CPA) model. The Company hereby states to the Affiliate that only one type of revenue structure may be applied and it shall not be possible for two different revenue structures to co-exist. Therefore once an Affiliate opts to accept the Company's offer for a different revenue structure to the standard commission structure outlined in ARTICLE 20, then the Affiliate is aware and hereby agrees and understands that the new proposed revenue structure shall replace his existing commission structure in its entirety. Notwithstanding the above, all the Affiliate's obligations assumed under this present Agreement will still continue to apply to the Affiliate up until the termination of this Agreement and

thereafter in accordance with the terms and conditions contained in this Agreement.

6.12 The Affiliate shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the revenue generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

ARTICLE 7

Termination:

7.1 This Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by an email.

7.2 The contracting parties hereby agree that upon the termination of this Agreement:

- a) The Affiliate must remove all references to Annacasino.com from the Affiliate's websites and/or other marketing channel and communications, irrespectively of whether the communications are commercial or non-commercial.
- b) All rights and licenses granted to the Affiliate under this Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company.
- c) The Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination; however provided, the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive commissions after this date.
- d) If this Agreement is terminated by the Company on the basis of the Affiliate's breach, the Company shall be entitled to withhold the Affiliate's earned but unpaid commissions as of the termination date. It is further specified that termination by the Company due to a breach by the Affiliate of any of the clauses in this Agreement shall not require a notice period and such termination shall have immediate effect upon simple notification by the Company to the

Affiliate. It is furthermore specified that if the Affiliate holds multiple accounts with The Company, the actions of this clause can, at The Company's discretion, be applied to all accounts held by the Affiliate.

e) The Affiliate must return to the Company any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody and control.

f) The Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of this Agreement. The Affiliate's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

ARTICLE 8

Warranties:

8.1 The Affiliate expressly acknowledges and agrees that the use of the Internet is at its risk and that this affiliate program is provided "as is" and "as available" without any warranties or conditions whatsoever, express or implied. No guarantee is made that it will make access to its website possible at any particular time or any particular location.

8.2 The Company shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the www.Annacasino.com website or the affiliate program.

ARTICLE 9

Indemnification:

9.1 The Affiliate agrees to defend, indemnify and hold the Company and its affiliates, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from:

- a) Any breach of the Affiliate's representations, warranties or covenants under this Agreement.
 - b) The Affiliate's use (or misuse) of the marketing materials.
 - c) All conduct and activities occurring under the Affiliate's user ID and password.
 - d) Any defamatory, libelous or illegal material contained within the Affiliate's website or as part of the Affiliate's information and data.
 - e) Any claim or contention that the Affiliate's website or the Affiliate's information and data infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of privacy or publicity.
 - f) Third party access or use of the Affiliate's website or to the Affiliate's information and data.
 - g) Any claim related to the Affiliate website.
 - h) Any violation of this Agreement.
- 9.2 The Company reserves the right to participate, at its own expense in the defense of any matter.

ARTICLE 10

Company Rights:

10.1 The Company and/or Annacasino.com may refuse any player or close a player's account if it is necessary to comply with the Company's and/or Annacasino.com's policy and/or protect the interest of the Company.

10.2 The Company may refuse any applicant and/or may close any Affiliate's account if it is necessary to comply with the Company's policy and/or protect the interest of the Company. If the Affiliate is in breach of this Agreement or the Company's Terms or other rules, policies and guidelines of the Company, the Company may besides closing the Affiliate's account take any other steps at law to protect its interest.

ARTICLE 11

Governing Law & Jurisdictions:

11.1 This Agreement shall be governed and construed in accordance with the laws of Malta and any action or dispute relating to this Agreement must be brought in Malta and the Affiliate irrevocably consents to the jurisdiction of the Maltese law courts.

ARTICLE 12

Assignment:

12.1 The Affiliate may not assign this Agreement, by operation of law or otherwise, without obtaining the prior written consent of the Company. In the event that the affiliate acquires or otherwise obtains control of another affiliate of Annacasino.Com, then accounts will coexist on individual terms.

12.2 The Company may assign this Agreement, by operation of the law or otherwise, at any time without obtaining the prior consent of the Affiliate.

ARTICLE 13

Non-Waiver:

13.1 The Company's failure to enforce the Affiliate's adherence to the Terms outlined in this Agreement shall not constitute a waiver of the right of the Company to enforce said terms at any time.

ARTICLE 14

Force Majeure:

14.1 Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. Provided that, if the force majeure event subsists for a period exceeding thirty (30) days then either party may terminate the Agreement without notice.

ARTICLE 15

Relationship of the Parties:

15.1 Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any Agreement or

commitment on behalf of (nor to impose any obligation upon) the other party.

ARTICLE 16

Severability / Waiver:

16.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

ARTICLE 17

Confidentiality:

17.1 All information, including but not limited to business and financial, lists of customers and buyers, as well as price and sales information and any information relating to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities and personal data of the Company shall be treated confidentially. Such information must not be used for own commercial or other purposes or divulged to any person or third party neither direct nor indirectly unless the prior explicit and written consent of the Company. This provision shall survive the termination of this Agreement.

17.2 The Affiliate obliges himself not to use the confidential information for any purpose other than the performance of its obligations under this Agreement.

ARTICLE 18

Changes to this Agreement:

18.1 The Company reserves the right to amend, alter, delete or add to any of the provisions of this Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the Terms set out in this Agreement. Any such changes will be published on Annacasino.com.

18.2 In case of any discrepancy between the meanings of any translated versions of this Agreement, the English language version shall prevail.

ARTICLE 19

Trademarks:

19.1 Nothing contained in this Agreement will grant either party any right, title or interest in the trademarks, trade names, service marks or other intellectual property rights [hereinafter referred to simply as 'Marks'] of the other party. At no time during or after the term will either party attempt or challenge or assist or allow others to challenge or to register or to attempt to register the Marks of the other party or of any company within the group of companies of the other party. Provided also that neither of the parties will register nor attempt to register any Mark which is basically similar to and/or confusingly similar to any Mark which belongs to the other party or to any company contained within the other party's group of companies.

19.2. The affiliate is not permitted to a) register a domain name, b) bid on any internet search engine or other Real Time Bidding platform for a search term or c) use any sub-domain name which includes, incorporates or consists of the Mark or any domain that is confusingly similar to the Mark.

ARTICLE 20

Commission structure:

Commissions are paid out as a percentage of the Net Revenue.

a) the Net Revenue (applying to all products) is defined as:

=Bets - Wins - 5% Admin Fee¹ – Paid Bonuses² – Transaction Costs & Chargebacks

¹The Admin Fee is a value which contains the License Fee, Game Provider Fee and Platform Fee.

²Bonuses in this case means Paid Bonuses to the customer, not Granted Bonuses. The difference is that a Paid Bonus is a type of bonus money where the customer has actually reached the wagering requirement and/or physically received the funds on his/her real money wallet.