

## 1. GENERAL DEFINITIONS AND INTERPRETATIONS

1.1 In completing the Affiliate Sign Up Form, and, subsequently marketing and referring Customers to any website owned, operated or powered by OhMyGaming's Partners and its wholly owned subsidiary FODENMACKO TRADING CO. LIMITED which on the Affiliate Sign Up Form you elect to promote ("Our Website"), you agree to be bound by all the terms and conditions set out in this agreement.

1.2 In this Agreement unless the context otherwise requires:

"Affiliate Sign Up Form" means the form which you complete and submit to become a OhMyGaming Partners affiliate;

"Banners" means display banners taking the form of hyperlinks which appear on Website pages;

"Confidential Information" means all information about us which is not publicly known and that is disclosed (by whatever means) by us to you;

"Customers" means individuals who:

(1) have had no prior account with Our Website;

(2) we have no previous record of their personal email address or other details that we deem to show connection between accounts;

(3) access Our Website solely through clicking links to Our Website on Your Website;

and subsequently:

(a) open an account with Our Website; and

(b) make a deposit and game and/or place bets with Our Website,

with both (a) and (b) occurring within thirty (30) days of accessing Our Website pursuant to (3) in this definition above.

"Intellectual Property Rights" means any and all patents, trademarks, service marks, rights in designs (including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;

"Net Revenue" means the following:

In relation to sports betting, the figure resulting from the calculation of the betting revenues generated by Customers actually received by us less the winnings, less any credits, bonus or

promotional amounts given to Customers, administration percentage fees, processing charges, chargebacks or any uncollectible revenue attributable to the Customers;

In relation to casino and games, the sum total of all Customers' gross bets less payouts (as calculated by Our Website), less any credits, bonus or promotional amounts given to Customers, administration percentage fees, processing charges, chargebacks or any uncollectible revenue attributable to the Customers;

"Tracking Code" means a code used to link Customers to a specific affiliate account;

"Your Website" the website which you notify to us on the Affiliate Sign Up Form.

"Brands" means all existing and future brands that are belong to the OhMyGaming Partners

## 2. PROGRAMME APPLICATION AND ENROLMENT

2.1 By providing us with a completed Affiliate Sign Up Form, you agree to abide by these Terms and Conditions ("Application"). We will evaluate your Application and notify you in writing of whether you have been accepted into the Affiliate Programme or not. We may reject your Application if we determine that Your Website is not suitable for the Affiliate Programme for any reason.

2.2 Identity and Disclosure. You must provide true and complete information to us at all times; including but not limited to, your identity, contact information, payment instructions, nationality, residency, location and nature of your marketing activities, and any other information that we may reasonably request in relation to your Application.

## 3. MARKETING ACTIVITIES AND RESPONSIBILITIES AND OTHER AFFILIATE OBLIGATIONS

3.1 Solely at your own cost and expense, you shall market and refer potential Customers to Our Website and you shall also promote our brands on Your Website, promotions and marketing campaigns.

3.2 You shall consistently provide us each month during the term of this Agreement with a number of Funded Sign-Up's, to be determined by us, acting reasonably. These accounts will be owned by OhMyGaming Partners as soon as they sign up to our brands.

3.3 You will be solely responsible for the content and manner of your marketing activities.

3.4 You will not actively target your marketing to minors, including any persons who are less than 18 years of age in the U.K., Europe, Russia, South America and 19 years in Canada, regardless of the age of majority in the location you are marketing.

3.5 We will make available to you, banner advertisements, button links, text links, poker tools, and other appropriate links or advertising material to place on Your Website which shall all relate to and/or link to Our Website (collectively referred to hereinafter as a "Link"), Such Links are provided to you on the basis of a non-exclusive, limited, non-transferable, "terminable on demand" license, which you may display on Your Website.

3.6 You shall not commercialise the Links other than on Your Website, display data from the Links via any electronically accessible medium other than Your Website without our express written consent or use the Links in any way which proves or is likely to prove detrimental to us. You cannot open a social media account (Facebook, Twitter, YouTube etc.) on behalf of us and mislead people or claim that your website is our official partner site. If you are aiming to promote us through social media, you must get our written approval and you must report us your activities regularly. You shall ensure that all advertising or promotional activity made through any media (including social media) and on any format is made in compliance with the applicable laws and any applicable rules of the media chosen for the respective activity. You agree to indemnify us and holds us harmless for any claims, fines, penalties or damages we may have to pay as a result of the activities performed by you, irrespective of their nature.

3.7 You may not advertise Our Website in any other way including, without limitation, the use of spam e-mails. If we find that you have participated in such activities, we have the right to close your account immediately and withhold all earnings. You may not advertise Our Website on copyright infringing websites (for example, file sharing and streaming sites). If we discover such infringement made by you, we are entitled to terminate your Affiliate account immediately and withhold all earnings due to you from the date the activity first took place until the date of termination.

3.8 In the event that you desire to offer certain incentives to potential Customers you are required to receive our prior written approval for such incentives prior to your commencement of such activity. In the event that you do not receive such approval and offer such incentives, we have the right to cancel your participation in the programme, and not pay you any commissions due and payable to you.

3.9 You will only use the Banners and any other marketing materials that have been provided by us and/or pre-approved by us (collectively the "Marketing Materials"). You can only use the materials we provide to you. Also, it is your responsibility to use up to date materials and up to date information on your site. If we notice the usage of unauthorized materials, we will expect you to remove those materials in 72 hours after our warning to you. Any promotion of unauthorised bonus codes will result in revenues received with these bonus codes being deducted from your monthly commissions.

3.10 You will only redirect traffic to your own affiliate landing page. Any traffic to our websites, whether or not in connection with our brands, shall empower us, at our own discretion to block your Affiliate account as well as any incoming traffic with immediate effect, without any prior formality. We also reserve the right to suspend/ terminate this Agreement with immediate effect and to stop any payments of commission towards you.

3.11 During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials we provide for the sole purpose of marketing to and referring potential Customers to Our Website. Generally, we will provide you, without charge, the guidelines, graphical artwork and permitted text to use in promotional materials.

3.12. You can only have a single Affiliate account. In case you have more than one account, we reserve the right, at our own discretion to block any one of them, and no payment of any commission in relation to any accounts connected to this account, without any financial or other type of liability on our side towards you.

#### 4. MARKETING ACTIVITIES AND RESPONSIBILITIES, SEARCH ENGINE OPTIMISATION, AND OTHER AFFILIATE OBLIGATIONS.

4.1 When employing a Search Engine Optimisation strategy for any search engine you shall adhere to the following obligations:

- (a) You shall NOT bid on the brands of OhMyGaming Partners;
- (b) You must NOT display the brands or brands name of OhMyGaming Partners in your display URL;
- (c) You must NOT claim that you are OhMyGaming Partners brands' official site;
- (d) You must NOT use the brands or the brands' name of OhMyGaming Partners, or claim to be the official site of, in your meta information on any page of your site;
- (e) You must NOT use the brands or brands, name or misspelling or variation of the OhMyGaming Partners sites in your display URL. OhMyGaming Partners has the right not to pay your commission in the event of noticing these sites. If we notice such action, you must immediately transfer these domain names to OhMyGaming Partners.
- (f) You cannot index your affiliate Tracking Code to the search engines. It is your responsibility to monitor it.
- (g) You MAY include "brands" or brands' name of OhMyGaming Partners in the sub folders of the display URL's in your Search Engine Adverts.
- (h) You MAY NOT use meta refreshes to redirect traffic from your PPC advert
- (i) You MUST use no follows on all links taking customers from your site to brands or to the brands' names of OhMyGaming Partners. This includes link shortening as well.
- (j) You MAY NOT copy and/or replicate any brand code or content on any other website;
- (k) You must NOT modify or change the Tracking Code you are using for any OhMyGaming Partners brands'; Any custom modification may cause tracking issues and errors for which OhMyGaming Partners has no responsibility.
- (l) You must NOT open social media (Facebook, Twitter etc.) accounts on the OhMyGaming Partners brands names and you must NOT make announcement or run promotions through these accounts. In the event of noticing these accounts you must immediately transfer them to OhMyGaming Partners usage;

(m) You must NOT use a similar design concept of OhMyGaming Partners brands on your web site.

4.2 You warrant and undertake that:

(a) You have full authority and capacity and all necessary permits, consents and licenses to enter into this Agreement and the Affiliate Sign Up Form;

(b) You will at all times conduct yourself with all due skill, care and diligence;

(c) You will comply with any security guidelines and requirements as may be issued by OhMyGaming Partners from time to time;

(d) All information you provide to us is correct and you will notify us immediately of any changes;

(e) You have obtained and will maintain in force all necessary registrations, authorisations, consents and licenses to enable you to fulfil your obligations to us under this Agreement and you will comply with all applicable laws and regulations;

(f) Your Website will not contain any material which is defamatory, violent, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights and shall not link to any such material;

(g) We may monitor Your Website to ensure you are complying with the terms of this Agreement;

(h) Neither you nor your immediate family may become Customers at OhMyGaming Partners brands and you shall not be entitled to any payment under this Agreement in relation to such family. Immediate family for the purposes of this clause shall mean your spouse, parent, partner, child or sibling.

(i) When informed via email, telephone, or fax of changes to the primary acquisition or any other customer bonus you will update all website content, banners and other promotional material to correctly represent the stated changes within 48 hours. Any Customers referred to Our Website via a link or banner displaying incorrect bonus information after this period, we hold the right, acting reasonably, to withhold due commissions that have originated under from these customers.

(j) you must not engage in any form of misleading/deceptive marketing.

## 5. OBLIGATIONS ON AN AFFILIATE

5.1 OhMyGaming Partners will require all its Affiliates:

5.1.1 To source all databases legitimately;

5.1.2 To communicate with all data subjects lawfully;

5.1.3 To comply with the privacy statement of FODENMACKO TRADING CO. LIMITED as set out on the website

5.2 To ensure that content is not unlawful and/or that it will not expose any entity disseminating it to legal action. Affiliate marketing content must not contain or include text or images that may be reasonably considered to:

5.2.1 be obscene;

5.2.2 be racially provocative;

5.2.3 be defamatory;

5.2.4 be religiously insensitive;

5.2.5 have specific appeal to minors or other categories of vulnerable persons;

5.2.6 link participation to fate or similar;

5.2.7 create any superstitions or religious connection with participating in gambling;

5.2.8 make any association with sexual prowess or similar;

5.2.9 be unreasonably or unnecessarily provocative or offensive, either generally having regard to local practices, customs or sensitivities;

5.2.10 breach third party requirements including but not limited to, not obtaining consent, not paying a royalty or copyright fee for use of data or images without consents or approvals;

5.2.11 portray gambling as taking precedence over normal life;

5.2.12 appeal to data subjects under 18 years old.

## 6. REPORTS & PAYMENTS

6.1 We will track the number of Customers you have brought to us on a month-by-month basis.

6.2 Neither you nor your relatives are eligible to become Customers via your Links and should you or they do so you will not be eligible to receive the relevant commission. Our measurements and calculations in relation to the number of Customers and the relevant Net Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal.

6.3 Once your Application has been approved, we shall pay you a set commission calculated as being a percentage of Net Revenue ("Commission"), such Commission shall be payable in accordance with the terms of the Affiliate Sign Up Form. Commissions shall only be paid in respect to bets placed by Customers associated with your Affiliate Account. This does not include those Customers that were once associated with your Affiliate Account but have since been removed from your Affiliate Account pursuant to this Agreement.

6.4 Reports. We will track and report Customer activity for purposes of calculating your Affiliate Fees.

6.5 Affiliate Fees. All Affiliates shall be paid monthly, in arrears, provided they reach the minimum commission levels of 500 EUR and send an invoice (no payment can be done without

an invoice issued). Any Affiliates who have not reached the minimum requirements, will have this amount carried forward until such time that their commission has reached the minimum. Each month's stats are closed within the first week of next month for the previous one.

After stats are closed, partners that have commissions shall send invoice for the respective month through email in order for OhMyGaming Partners to process the payments. All fees will be paid within thirty working days (30) days from the date that the invoice was received.

\*In case there is an argument referring to the final amount earned by an affiliate in the end of the month (and after any bonus calculation is done and stats are closed) this should be sent by email within 20 days.

6.6 Negative Balances: NO Negative Balances carryover only applies on pre-agreed cooperation models between the affiliate manager and the affiliate partner and is examined on a case-to-case basis. In case this applies when the Net Revenue in respect of any calendar month is a negative figure, such figure shall not be carried forward to any following calendar month and for the avoidance of doubt shall not be offset against the Net Revenue for any following calendar month (or part thereof). Total Net Revenue will be calculated on a cumulative basis between all products resulting in the total Net Revenue derived from the sum of both positive and or negative Net Revenue from each product for any calendar month (or part thereof).

6.7 Sub-Affiliates. Sub-affiliate commission is offered upon request and after discussion with the affiliate manager.

6.8 Method of Payment. All payments will be due and payable in Euros. Affiliates can be paid on international bank transfer or Skrill, Neteller and e-wallets (payment on e-wallets is upon Accounting department discretion and examined case by case). Payment method details can be filled in the affiliate account details.

6.9 Customer Tracking. You understand and agree that potential Customers must link through a Tracking Code for you to receive Affiliate Fees in relation to such Customers. In no event are we liable for your failure to use the right Tracking Code.

6.10 Customer Verification. Affiliate Fees in relation to Customers will be dispatched only following our verification and checks concerning all Customers. We have the right to check all commissions for possible fraud or abuse. If any fraud or abuse has been or, in our reasonable opinion, has allegedly occurred, we will freeze your Commissions until such time you can prove no fraud or abuse has occurred.

6.11 At any time, for any reason, we have the right to amend the commission structure as we see fit and we will notify you of the same. We may withdraw a commission option at any time by giving notice to you. You may request to change your commission option no more than once every calendar month, which may be accepted or rejected by us at our absolute discretion.

6.12 If you in any way breach any of your obligations to us regarding the provision to us of Funded Sign-Ups under clause 3.2, to be determined in each case by us, acting reasonably, then we shall be entitled to warn you that we are placing this Agreement under review with a review, or give notice of closure of your account.

6.13 OhMyGaming Partners and its wholly owned subsidiary reserves the right to permanently withhold any commissions that are unable to be paid within 12 months of becoming due and payable due to a failure by you to provide correct bank account information.

6.14 Affiliate commissions shall be payable lifetime from the date of first registration of each Customer.

6.15 CPA deals. CPA deals are offered upon request and contact with your affiliate manager. CPA deals are subject to the below performance terms:

6.16 If the ratio (CPA commission/Deposits) after the first 45 days is:

- over 100% to 120% we will give a warning to the partner in order to improve performance. If this performance continues in the upcoming month(s) then the CPA trigger will be set to higher level in order to improve ratio.

- from 120% to 180% the CPA trigger will be set to higher level than initial deal in order to improve ratio. If this continues for upcoming month(s) then the monthly commission will be deducted to 50% for the 2nd month and CPA trigger will be set to higher level. If this performance continues then cooperation may stop or switch to %RS.

- over 180% the monthly commission will be set to higher level than initial deal and monthly commission will be set to ON HOLD. If this continues for upcoming month(s) then cooperation will be stopped or switched to %RS. The payment of any ON HOLD amount (due to poor performance) is upon top management's discretion.

6.17 For CPA and/or Revenue Share to be paid the traffic must not come from bonus seekers and there should be no personal relationship whatsoever between the affiliate and the players. An affiliate can under no circumstances deposit and play under his own affiliate CPA or Revenue Share account. The use of one's own affiliate tracker to deposit and play is strictly forbidden.

6.18 Furthermore, with regard to any CPA, the Company reserves the right to withhold any payments of the Reward Plan for any customer accounts including, but not limited to, bonus abuser customer accounts, suspended and/or closed customer accounts, customer accounts

suspended and/or closed due to fraud, customer accounts subject to self-exclusion within the month of acquisition or any other customer account which the Company in its sole discretion deems it necessary to suspend and/or close.

6.18.1 CPA abuse includes, but is not limited to the following definitions:

- Staking or incentivising players in an attempt to get CPA paid as a result
- Having multiple players that deposit once to trigger CPA level, and play and lose with the deposited amount, with no further play activity.

6.19 Affiliates must to have at least 3 FTDs per month in order to be considered as active. If an affiliate has less than 3 FTDs for 3 consecutive months his account will be considered as inactive and no commissions shall be paid. The partner will need to be active (more than 3FTDs) for 2 consecutive months in order for his account to be considered as active again and start again claiming commissions. Each case shall be examined separately and will be evaluated at our company's discretion.

6.20 Inactivity Clause. We reserve the right to freeze any affiliate account that is deemed inactive. If we freeze the account and the affiliate fails to react within 30 days, then we have the right to terminate the agreement and stop paying any commission generated by referred players up to that period of time.

## 7. TERM AND TERMINATION

7.1 Term and Termination. This Agreement will take effect when we accept your Application under Clause 2 and will continue unless and until terminated by either you or us in accordance with this Agreement.

7.2 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party 20 days written notice of termination, where such notice may be served via fax or e-mail.

7.3 We may additionally terminate this Agreement immediately upon notice to you if: (i) you in any way breach any of your obligations to us regarding the provision to us of Funded Sign-Up's under clause 3.2, to be determined in each case by us, acting reasonably, or (ii) you in any way breach any of your other obligations to us under this Agreement, to be determined in each case by us, acting reasonably, or (iii) in our reasonable opinion you are in breach of the terms of any applicable advertising code of practice, or (iv) you breach any other term of this Agreement which, in the case of a breach capable of remedy, to be determined by us, acting reasonably, has not been remedied within 48 hours of a notice from us specifying the breach and requiring its remedy.

7.4 We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

7.5 Upon the termination of this Agreement for any reason, you will immediately remove from Your Website all Links and Marketing Materials and any marks, logos or other Intellectual Property Rights associated with Our Website. All Intellectual Property Rights in the Links and Marketing Materials belong to us.

7.6 Following the termination of this Agreement and, subject to the terms of this Agreement, our payment to you of all commissions due at such time of termination, we shall have no obligation to make any further payments of commissions to you.

## 8. LIABILITIES AND WARRANTIES

8.1 No Warranties. We do not warrant that our system, network, software or hardware (or that provided to us by third parties) will be error-free or uninterrupted and we will not be liable to you for any direct or indirect consequences of the same.

8.2 Liability Limitations. Our obligations under this Agreement do not constitute personal obligations of the directors, officers, employees or shareholders of our owners. Any liability arising under this Agreement will be satisfied solely from the revenues generated hereunder. Any liability arising under this Agreement for us will be limited to the amount paid in Commissions to you over the 6 months prior to your claim arising. Our liability is limited to direct damages, and in no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss).

8.3 Indemnification. You will defend, indemnify and hold us and our officers, directors, employees and representative harmless from and against any and all liabilities, losses, damages and costs, resulting from or arising from, your breach of this Agreement.

8.4 You warrant that you have all the requisite data protection licenses or registrations in the relevant jurisdictions to collect and deal with Your Website visitors, personal information and that you will obtain the necessary consents from Your Website to enable personal information and data to be dealt with in accordance with this Agreement. In particular, but without limitation, you warrant that you will at all times comply with the provisions of the Data Protection Act 1998 and the Electronic Communications (EC Directive) Regulations 2003 and any equivalent or replacement legislation in the jurisdiction in which you operate.

8.5 Save as expressly provided in the Agreement, all warranties, conditions, or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

8.6 Nothing in this agreement shall exclude or limit liability for death or personal injury resulting from negligence of either party or their servants, agents or employees. Further, neither party shall be liable to the other for any indirect, consequential, or special damages arising out of or in connection with the Agreement.

8.7 During the term of this Agreement and after its expiry or termination, you will not use any Confidential Information for any purpose other than strictly in pursuance of your rights and

obligations under this Agreement nor shall you disclose any Confidential Information to any person without our prior written consent. On expiry or termination of this Agreement, you shall deliver up to us all copies of any Confidential Information in your possession and destroy copies of all electronically held Confidential Information if so requested to do so by us.

8.8 You shall not make any announcement about the existence of this Agreement or any relationship between us whatsoever without our prior written consent.

## 9. INDEPENDENT INVESTIGATION

9.1 Independent Investigation. You acknowledge that you have read this agreement and agree to all its terms and conditions.

9.2 Independent Research. You understand that gambling laws may vary from city to city, state to state and country to country. You have independently evaluated the laws in your locale which apply to your activities and believe that you may participate in our affiliate programme without violating any applicable rules or laws.

## 10. MISCELLANEOUS

10.1 Notices. All notices pertaining to this Agreement will be given by email as follows affiliates@ohmygaming.partners and, to you at address provided on the Affiliate Sign Up Form.

10.2 Relationship of Parties. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this Agreement will be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.

10.3 Non-Exclusive. You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you herein and that such Affiliates may be similar, and even competitive, to you.

10.4 Press. You may not issue any announcement with respect to this Agreement or your participation in this Affiliate Programme without our prior written consent.

10.5 Assignment. This Agreement and the rights and obligations hereunder may not be assigned by you without our express written consent. We may assign this agreement to any other wholly owned subsidiary of FODENMACKO TRADING CO. LIMITED to any website owned.

10.6 Severability/Waiver. Whenever possible, each provision of this Agreement will 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 or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

10.7 Modification. We may modify any of the terms of this Agreement at any time, in our sole discretion, by either (i) E-mailing you a change notice or (ii) by posting the new version of the Agreement on our Website. It is your responsibility to visit the Website frequently to make sure

you are up to date with the latest version of the Agreement and its provisions. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the Affiliate Programme following posting or notice of change will be deemed binding acceptance of the modification.

10.9 Entire Agreement. This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and pre-empts any prior understandings or agreements between the parties, written or oral, which may be related to the subject matter hereof. The headings in this Agreement are for convenience only and will have no effect on the construction of this Agreement.

10.10 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS WHERE OF, you expressly agree to the terms and conditions of this Agreement by submitting the Affiliate Sign Up Form.

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