

1. Definitions:

"Advertising Material" means any communication sent or made available to the Customers to promote the MithiAffiliates' Websites and create links from the Affiliate Website(s).

"Affiliate" means you, the person or entity, who applies to participate in the Affiliate Program.

"Affiliate Application" means the application form found at <https://www.watchmyspinaffiliates.com/account/register> whereby the Affiliate applies to participate in the Affiliate Program

"Affiliate Program" means the collaboration between the Company and the Affiliate whereby the Affiliate will promote the MithiAffiliates' Websites and create the Links from the Affiliate Website(s) to the MithiAffiliates' Sites and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the MithiAffiliates' Websites subject to the terms and conditions of this Agreement and to the applicable Casino Commission Structure.

"Affiliate Services" means the Affiliate's promotion of the MithiAffiliates' Websites and the creation of the Links from the Affiliate Website(s) to the MithiAffiliates' Sites.

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

"Agreement" means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of the Company and/or the MithiAffiliates' Websites made known to the Affiliate from time to time.

"Approved Marketing Material" means the banners, text and/or other online or offline promotional materials and any associated intellectual property rights thereto which is either provided by MithiAffiliates or is consented by MithiAffiliates' or created in line with this agreement and the respective marketing guidelines.

"Commission" means the income the Affiliate earns based on the promotion of MithiAffiliates' products and services and by players referred by the Affiliate to MithiAffiliates.

"Casino Commission Structures" means the commission structure contained under Clause 17 below or any specific commission structure expressly agreed between the Company and the Affiliate.

"MithiAffiliates" means the Company and any related group company responsible for the operational activities of the MithiAffiliates' Websites.

"MithiAffiliates' Websites" / "The Sites" means the websites with domain names mentioned at www.mithiaffiliates.com (under our brands section) and any other domain names as applicable in other jurisdictions.

"Company" means Mithiads Pte Limited, a company incorporated in Singapore, with its registered address Mithiads Pte Ltd, 10, Anson Road, #22-02, International Plaza; and having branch office in Bangalore, India as well.

"Confidential Information" means any information of commercial or essential value for any of the Parties such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of the MithiAffiliates' Website, technology, marketing plans and manners of operation.

"Intellectual Property Rights" means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, Confidential Information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.

"Links" means Internet hyperlinks from the Affiliate Website(s) to the MithiAffiliates' Websites.

"Net Revenue" means in relation to casino: Revenue received by MithiAffiliates from New Customers in relation to casino activities less (a) amount paid out to New Customers as winnings, (b) bonuses and/or loyalty bonuses, (c) administration fees, (d) fraud costs, (e) charge-backs, (f) returned stakes (g) monies paid out as duties or taxes (h) jackpot contribution and (i) any commissions/fees due to third parties for providing/licensing games and/or games software; and for the avoidance of doubt, all amounts referred to above are only in relation to amounts

generated from New Customers referred to the MithiAffiliates' Websites by the Affiliate Website(s).

"New Customer" means a new first time customer of the Company who:

- Has created a new MithiAffiliates player account, registering directly after having been referred from the Affiliate Website(s) to the MithiAffiliates' Websites;
- Has made a first deposit amounting to at least the applicable minimum deposit at the MithiAffiliates' Websites in the MithiAffiliates' Websites gaming account in accordance with the applicable terms and conditions of the MithiAffiliates' Websites, but excluding the Affiliate, its employees, relatives and/or friends; and
- Is not already in MithiAffiliates' customer database (where the customer has previously closed his MithiAffiliates player account and opened a new one through the Affiliate, such condition shall be deemed not to be satisfied).

"Parties" means the Company and the Affiliate (each a "Party").

"Privacy Policy" means MithiAffiliates' privacy policy, which can be found by clicking the link named "T&C" in the footer of the MithiAffiliates' Websites.

"Sub-Affiliate" means an individual and/or entity that an Affiliate directs in any appropriate manner to MithiAffiliates and who can be linked to the Affiliate's unique Affiliate account / identity, which person or entity becomes an Affiliate of MithiAffiliates.

"Sub-Affiliate Deal" means the Company's approval for an Affiliate to refer Affiliates to the Websites.

1.1 The Company is responsible for the Approved Marketing Material of the online gaming activities offered through the MithiAffiliates' Websites.

1.2 The Affiliate maintains and operates the Affiliate Website(s).

1.3 This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.

1.4 By completing and accepting the Affiliate Application the Affiliate accepts and agrees to abide by all the terms and conditions of the Agreement including any advertising guidelines as may issued by the Company from time to time and which are available on the MithiAffiliates Affiliate Websites.

1.5 This Agreement shall be binding on the Affiliate as soon as the Affiliate submits the Affiliate Application but shall not be binding or enter into effect in relation to the Company until the Company approves the said Affiliate Application.

2. Acceptance of Affiliate

2.1 The Company shall evaluate the Affiliate Application hereby submitted and shall notify the Affiliate in writing (via email) whether the Affiliate Application is accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion. The Company's decision is final and not subject to any right of appeal.

2.2 Once confirmed in accordance with the above, the Affiliate is granted the non-exclusive right to direct New Customers to the Site in accordance with the conditions set out in this Agreement . This right is non-assignable. The Affiliate understands that The Company has the right to procure Affiliate Services from others performing services of the same or similar nature to those provided by the Affiliate. The Affiliate, unless granted a Sub-Affiliate deal by MithiAffiliates ,shall have no claim to Commission Fees or other compensation on business secured by or through persons or entities other than the Affiliate.

3. Qualifying Conditions

The Affiliate hereby represents and warrants that:

(a) it has, and will retain throughout the term of this Agreement, title and authority to enter into this Agreement, to grant the rights and perform all its obligations in this Agreement;

(b) it has provided the Company with complete, valid and truthful information;

(c) it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfill its obligations under this Agreement;

(d) it shall comply with all applicable laws and regulations in the performance of their obligations; and

(e) it fully understands and accepts the contents of this Agreement.

4. Responsibilities and Obligations of the Company

4.1 Upon acceptance of the Agreement by the Affiliate, a unique player tracking code is assigned to the Affiliate, and the Affiliate is integrated in the technical platform of the MithiAffiliates' Websites. By means of the player tracking code New Customers acquired via the Link(s) on the Affiliate Website and the bets placed during such sessions are registered and/or can be tracked.

4.2 The Company shall provide the Affiliate with all information and Approved Marketing Material necessary for the implementation of the links and marketing materials. The Company shall not be responsible for the actual implementation of the links and marketing materials.

4.3 In the event that the Affiliate creates its own marketing material, such marketing material shall be compliant with the provisions of this Agreement and the Company shall not be held liable for any fines and/or sanctions which are incurred by the Affiliate for the non-adherence with applicable rules and regulations.

4.4 The Company shall administer the turnover generated via the Links, record the net revenues and the total amount of commission earned via the Links, provide the Affiliate with commission statistics, and handle all customer services related to the business of the Company. A unique tracking identification code will be assigned to all New Customers.

4.5 The Company shall pay the Affiliate its Commission depending on the traffic generated subject to the terms and conditions of this Agreement.

4.6 The Company shall use its reasonable endeavours to ensure that whenever a New Customer is directed to the MithiAffiliates' Websites and registers a new account, the relevant New Customer is identified as originating from the Affiliate's Site. However, the Company shall not be held liable if it is unable to identify a New Customer as originating from such Site.

4.7 The Company reserves the right to request any information from the Affiliate for due diligence purposes in line with its obligations under applicable law as it may from time to time deem fit.

5. Company's Rights to refuse or close accounts and applicants

5.1 The Company may refuse any applicant's New Customer or close a New Customer's account if in the sole opinion of the Company, such action is deemed to be necessary to comply with MithiAffiliates'/company's internal policies and/or to protect the interest of MithiAffiliates.

5.2 The Company may refuse any applicant Affiliate and/or may close any Affiliate's account if in the sole opinion of the Company it is necessary to comply with MithiAffiliates' internal policies and/or to protect the interest of MithiAffiliates. If the Affiliate is in breach of this Agreement, the Company may, besides closing the Affiliate's account take any other steps at law to protect its interests.

6. Responsibilities and Obligations of the Affiliate

6.1 The Affiliate hereby warrants and undertakes:

(a) to use its best efforts to actively and effectively advertise, market and promote the MithiAffiliates' Website(s) as widely as possible in order to maximize the Parties' benefits and that it will abide by the advertising guidelines of the Company as may be communicated to the Affiliate from time to time and/or made accessible online;

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

(c) to ensure that all news, offers and promotions in relation to MithiAffiliates are current and up to date;

(d) to refrain from altering any Approved Marketing Material unless otherwise consented by the Company;

(e) to use only links provided within the scope of this Agreement; and

(f) to be responsible for the development, the operation, and the maintenance of the Affiliate Website(s) as well as for all material appearing on the Affiliate Website(s).

6.2 The Affiliate hereby undertakes, represents and warrants that:

(a) It will not perform any act, and that the Affiliate Website(s) neither does nor will contain any material, which is libelous, discriminatory, obscene, threatening, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials;

(b) It will not target any person who is under the legal age for gambling, and shall, for example, not provide facilities for gambling which are meant to appeal particularly to children or young people;

(c) It will not target any jurisdiction where gambling and the promotion thereof is illegal. The Affiliate shall not be eligible for any commission on any product which is promoted in any jurisdiction where it is illegal to do so.

(d) It acknowledges the Company's ongoing commitment for the prevention of gambling addiction and that the Affiliate will co-operate with the Company to actively reduce gambling addictions by, for example, placing links provided by the Company on the Affiliate Website(s) which direct traffic to websites involved in the business of preventing gambling addictions;

(e) That it will not generate traffic to the MithiAffiliates' Website(s) by illegal or fraudulent activity, particularly but not limited to by:

(i) sending spam or unsolicited mail in its attempt to refer New Customers to the Site;

(ii) registering as a player or make 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 MithiAffiliates. Violation of this provision shall be deemed to be fraud;

and

(iii) that it will not present the Affiliate Website(s) in such a way that it might evoke any risk of confusion with the MithiAffiliates' Website(s) and/or the Company or convey the impression that the Affiliate Website(s) is partly or fully associated with/from the MithiAffiliates' Website(s) and/or the Company.

(f) Subject to the marketing material as may be forwarded by the Company and/or made available online through the website at www.watchmyspinaffiliates.com, the Affiliate may not use the MithiAffiliates' Website(s) or other terms, trademarks and other Intellectual Property Rights of the Company or its group companies unless the Company consents to such use in writing. For the avoidance of doubt, the Affiliate may not use MithiAffiliates' name or Intellectual Property Rights (including graphics and design material) in any bulk emails unless against prior written consent of the Company. The Company may terminate this Agreement if any spam complaints result from the Affiliate's marketing activities in which MithiAffiliates or any of its products/services have been referred to.

6.3 The Company reserves the right to freeze the Affiliate's account with immediate effect and/or deduct money from the Affiliate if any traffic is deemed to have been referred through fraudulent means or in breach of this Agreement. For example, in case of CPA/hybrid deal if affiliates send incent traffic, the account may get suspended and/or money will be deducted partially or fully.

6.4 If it can be proven that affiliate earnings have been lost due to an incident of intellectual property theft, revenue generated by the offending Affiliate may be paid to the aggrieved party. Complaints shall be sent to affiliates@Watchmyspin.com. It is in the sole discretion of the Company to determine whether there is enough proof that the loss of earnings suffered by the aggrieved party resulted from an incident of intellectual property theft.

6.5 The Affiliate is to be aware that any operation from its end which runs counter to this Agreement may result in very serious consequences for the Affiliate itself, for MithiAffiliates, or for both Parties, including without limitation, fines, penalties, breaches of license conditions and ability to do business, as well as potential civil and criminal action against the Affiliate or MithiAffiliates by the respective authorities. Without prejudice to any of the Company's rights herein or at law, the Company may forthwith terminate this Agreement, in part or in its entirety, or any of your accounts should you act in breach of the foregoing and you shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.

6.6 The Affiliate are supposed to supply at least 100 clicks, or 10 registrations, or 4 FTDs in a month in order to retain the agreed deal.

Failing that the company reserves the right to put the Affiliates in default commission structure.

7. Payment

7.1 The Company agrees to pay the Affiliate the Commission. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall be entitled to receive the Commission generated by the promotion of MithiAffiliates' products and services and by New Customers referred by the Affiliate.

7.2 The Commission is calculated at the end of each month and payments shall be made by the 30th of the following calendar month, provided that the amount due exceeds 300 or a higher amount chosen by the Affiliate in his/her settings of the affiliate account (the "Minimum Threshold"). If the balance due is less than the Minimum Threshold, it shall be accumulated and carried over to the following month and shall be payable when the total Commissions collectively exceed the Minimum Threshold.

7.3 In the calculation of Commission where Net Revenue is negative due to Customer winnings and/ or administration fees and/ or cash items and/ or progressive contributions the said balance will be set to zero. Negative net revenue of 10000 or more will be carried over as high roller policy. A negative balance due to fraud costs will however be carried over where applicable, especially in cases such as Fraud costs and/ or any cost resulting from intellectual property theft as contemplated in Clause 6.4 and/or from financial sanctions incurred under Clause 6.5 here in above.

7.4 Payment of Commissions shall be made in accordance with the payment method chosen by the Affiliate in the Affiliate Application or it can be changed based on mutual discussion and agreement between the Affiliate and MithiAffiliates. If an error is made in the calculation of the Commission, the Company reserves the right to correct such calculation at any time.

7.5 In case of overpayment, the Company reserves, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.

7.6 In case of underpayment, the Company reserves, without prejudice to any other rights, the right to add the corresponding amount of

underpayment to the Affiliate's Commission in the following calendar month.

7.7 The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

7.8 If the Affiliate disagrees with the balance due as reported, it shall notify the Company within thirty (30) days from the date of payment and state the reasons of the disagreement. Failure to notify the Company within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

7.9 The Company may in its sole discretion withhold the payment of any balance to the Affiliate for up to one hundred-and-eighty (180) days if the Company needs to investigate and verify that the relevant transactions comply with the provisions of the Agreement.

7.10 No payment shall be due if the Company has reasons to believe that the traffic generated by the Affiliate is illegal or is in breach of any of the provisions of the Agreement.

7.11 The Affiliate agrees to return all Commissions received based on fraudulent or falsified transactions and indemnify the Company for all costs and losses incurred in relation to such transactions (including, but without limitation, legal fees and costs).

7.12 The Affiliate shall have the sole responsibility to pay 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 as a result of the compensation generated under this Agreement. The Company shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify the Company in that regard in the event that the Company had to disburse such amount.

7.13 The company does not bundle the payment i.e. commission earned against different MithiAffiliates' brands/websites will be treated separately; however company reserves the right to make payments together in one payment in order to save effort.

7.14 There are three payment mediums electronic/wire transfer, Paypal and Skrill available on the affiliate program for now. All these methods are available in GBP, EURO and USD currencies. Affiliate have the option to opt into one of the methods with selected currency. The below are the payment mediums and the respective threshold:

Payment Method Threshold (£)

Electronic Transfer: 500

Paypal: 300

Skrill: 300

8. Affiliate Website(s) and the Links

8.1 The Affiliate expressly acknowledges and agrees that the use of the Internet and compliance with the terms of this Agreement are at the Affiliate's own risk. The Company makes no guarantee in relation to the accessibility of the MithiAffiliates' Website(s) at any particular time or any particular location. 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 MithiAffiliates' Website.

8.2 During the term of this Agreement, the Links shall be prominently displayed on the Affiliate Website(s) in accordance with what is agreed between the Company and the Affiliate.

8.3 The Company has the right to monitor the Affiliate Website(s) in order to ensure the Affiliate's compliance with the terms and conditions of this Agreement and the Affiliate shall provide the Company with all data reasonably requested in order to perform such monitoring.

8.4 The Affiliate shall not register or purchase domain names, keywords, search terms or other identifiers for use in advertising or search or referral services which are similar or identical with the Intellectual Property Rights of the Company and its group companies or which include the word related to brands mentioned at MithiAffiliates website (e.g. "Watchmyspin", "slotkingcasino") or variations thereof. The Affiliate shall not create any applications or Internet pages falsely representing MithiAffiliates'

brands/websites in any way, shape or form on any social media channels (including, but not limited to, Facebook, Google +, Twitter etc.).

8.5 The Affiliate shall not take any action which could cause any confusion as to the Company's or the MithiAffiliates' Website's relationship with the Affiliate and the Affiliate Website(s).

8.6 The Affiliate shall at all times comply with data protection and privacy regulations, legislation and subsidiary legislation as may be applicable from time to time. For example, the Affiliate shall always inform its users that tracking technology will be installed on the users' hard drive when the user clicks on the Links and provide the user with an option to reject such installation.

8.7 The Affiliate Website shall have at least an opt-in facility for the Customers to subscribe to the receipt of Advertising Material from the Affiliate via SMS or email. This is preferably done on a double opt-in basis. Should this facility be missing from the Affiliate's end, any Advertising Material sent to the Customers would be considered as spam. In the event that MithiAffiliates/company receives any complaints from Customers about spam, the Affiliate may be required by the Company to provide proof that the opt-in function has been provided to the Customer. Without prejudice, the Company reserves the right to freeze the Affiliate's account as provided under Clause 6.2 (f) of this agreement.

8.8 Advertising Material sent to Customers by the Affiliate shall always contain an unsubscribe facility whereby the Customers can opt to stop receiving Advertising Material from the Affiliate.

8.9 The Affiliate shall ensure that any marketing communication sent to customers, shall only be received by individuals who are of legal age in the jurisdiction where they reside.

9. Termination

9.1 This Agreement may be terminated by either Party by giving thirty (30) days written (by email) notice to the other Party, provided that this Agreement shall be automatically terminated in the event that MithiAffiliates/Company is precluded from offering the online gaming services to customers through the MithiAffiliates' Website.

9.2 This Agreement may be terminated if the Affiliate is in material breach of its obligations according to this Agreement, provided the breach has not been remedied within three days after MithiAffiliates/Company has given

notice of such breach. The three-day grace period shall not apply for fraud contemplated in clause 6.3 above.

9.3 This Agreement may also be terminated if either party is declared bankrupt or insolvent by court order or if any bankruptcy or insolvency proceedings are commenced against the other party or in the event of any similar situation indicating that the other party is insolvent.

9.4 MithiAffiliates/Company shall retain the right to terminate this Agreement immediately for business reasons or other reasons of internal policy and control. MithiAffiliates' endeavors to provide the minimum thirty (30) days prior notice as mentioned in clause 9.1, however, where this is not feasible, you shall nevertheless be entitled to compensation for a thirty (30) day period from the date of notice of termination, based on the amounts paid to you with respect to the immediately preceding thirty (30) days.

9.5 The Parties hereby agree that on termination of this Agreement:

(a) the Affiliate must remove all references to the MithiAffiliates' Website(s) from the Affiliate Website(s) and communications, irrespective of whether the communications are commercial or otherwise. The foregoing shall not apply to MithiAffiliates' players' complaints recorded on Affiliate websites which are recognised as Alternative Dispute Resolution bodies by accredited arbitrators' institutions.;

(b) all rights granted to the Affiliate under this Agreement shall immediately terminate and the Affiliate shall cease the use of any Intellectual Property Rights vested in the Company and the MithiAffiliates' Website;

(c) the Affiliate will only be entitled to such Commission that is earned but unpaid as of the effective termination date of this Agreement; however provided that 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 the effective termination date;

(d) if this Agreement is terminated by the Company due to the Affiliate's breach of any terms and conditions of this Agreement, the Company shall be entitled to withhold the Affiliate's earned but unpaid Commissions as of the termination date as collateral for any claim arising from such breach and it shall be in its sole discretion whether to pay such earned by unpaid Commissions to 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; and

(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 in relation to Confidential Information even if the breach arises at a time following the termination of this Agreement.

10. Liabilities and Indemnification

10.1 The Company shall not be liable (in contract, tort, breach of statutory duty or in any other way) for:

(a) any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings);

(b) any indirect or consequential losses; or

(c) any loss of goodwill or reputation.

10.2 The Affiliate agrees to defend, indemnify and hold the Company and its group companies/affiliates, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable legal and expert fees, related to or arising from:

a) any breach of Affiliate's representations, warranties or obligations under this Agreement;

b) save for the provisions of clause 6.4, the Affiliate's use (or misuse) of the marketing material and the Company's and/or its group companies' Intellectual Property Rights;

c) all conduct and activities occurring under Affiliate's user ID and password;

d) any defamatory, libelous or illegal material contained on the Affiliate Website(s) or Affiliate's information and data;

e) save for the provisions of clause 6.4, any claim or contention that the Affiliate Website(s) or the Affiliate's information and data infringes any third party's intellectual property rights or violates any third party's rights of privacy or publicity;

f) third party access or use of the Affiliate Website(s) or the Affiliate's information and data;

g) any claim related to Affiliate Website(s) or the Links; and

h) any violation of this Agreement or any applicable laws.

10.3 The Company and its group companies reserves the rights to participate, at its own expense, in the defense of any matter or claim in relation to the above.

11. Confidentiality

11.1 All Information shall be treated as confidential. The Affiliate shall use the Confidential Information only for the purposes necessary to further the commitments of this Agreement. For avoidance of doubt, the Affiliate must not use the Confidential Information for any own commercial purpose or any other purpose other than those in this Agreement.

11.2 The Affiliate agrees to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless with the Company's prior written consent.

11.3 The Affiliate shall only use customer data provided by the Company. Any Confidential Information (including but limited to contact numbers and residential addresses) provided by customers to third parties shall not be used by the Affiliate to provide the Services to the Company under this Agreement.

11.4 This clause 11 shall survive the termination of this Agreement.

12. Intellectual Property

12.1 Nothing contained in this Agreement will grant either Party any right, title to or interest in the Intellectual Property Rights of the other Party. For the avoidance of doubt, nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights. It is understood that the Affiliate only has a right of use of the Approved Marketing Material provided by the Company.

12.2 All Intellectual Property Rights created and/or deriving from this Agreement, (including, but without limitation, advertising materials, databases and personal data) shall be and become the sole property of the Company without any rights to the Affiliate.

12.3 At no time during or after the term of this Agreement shall a Party attempt, challenge, assist or allow others to challenge or to register or attempt to register the Intellectual Property Rights or any rights similar to the Intellectual Property Rights of the other Party or of any group companies of the other Party.

12.4 MithiAffiliates hereby grants the Affiliate a non-exclusive royalty free licence to use its Intellectual Property Rights in accordance with the terms and conditions of this Agreement. This licence shall terminate simultaneously with the termination of the Agreement.

13. Relationship of the Parties

13.1 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) as an employee, agent 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, commitment or to impose any obligation on behalf of the other Party.

14. Miscellaneous

14.1 In case of any discrepancy between the meanings of the English version of this Agreement and any non-English translation of this Agreement, the English version shall prevail.

14.2 Should one of the contractual provisions in this Agreement be or become invalid or unenforceable, such provision will be replaced by one which shall come as close as possible to the commercial purpose of the void provision. All other provisions of this Agreement shall continue in full force and effect.

14.3 No waiver in relation to this Agreement will be implied from conduct or failure to enforce any rights and all waivers must be in writing to be effective.

14.4 Any notice given or made under this Agreement to the Company shall be sent by email to and marked for the attention of the Affiliate Manager of

the MithiAffiliates' Website(s) unless otherwise notified by the Company. The Company shall send all notices by email to the email address supplied by the Affiliate in the Affiliate Application.

14.5 The Affiliate may not assign this Agreement or any rights hereunder, by operation of law or otherwise, without the prior written consent of the Company. The Company may assign this Agreement and all its rights hereunder to any group company or third party.

14.6 The Company's failure to enforce the Affiliate's adherence to all terms outlined in the Agreement shall not be construed to constitute a waiver of the right to enforce such right.

14.7 The Company and the Affiliate will work in close cooperation at all times for the mutual benefit of making the provision of services in line with this Agreement a successful collaboration.

14.8 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 its reasonable control, 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 such event occurs, the non-performing Party is excused from whatever performance is prevented by the 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 this Agreement with immediate effect by providing a written notice.

14.9 Unless otherwise expressly agreed, this Agreement shall constitute the entire agreement and understanding superseding any agreement between the Parties. In case of conflict between this Agreement and any other agreements entered into between the Company and the Affiliate, the contents of this Agreement shall prevail. Each Party acknowledges and agrees that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in this Agreement. Nothing in this article shall operate to limit or exclude any liability for fraud.

15. Amendments to this Agreement

15.1 The Company reserves the right to, at any time and at its sole discretion, with or without giving any prior notice to the Affiliate, amend,

alter, delete or add any of the provisions of this Agreement. When possible, a notice of the amendments will be sent to the Affiliate's registered email address and such notice will be deemed to be served once sent by the Company. The Affiliate's continuing participation in the Affiliate Program after any amendments or modifications have been made public will be deemed as the Affiliate's acceptance of the new terms and conditions.

15.2 It shall be the sole responsibility of the Affiliate to keep updated with the latest version of this Agreement.

16. Governing Law & Jurisdictions

The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection to this Agreement or its enforceability shall be governed and construed in accordance with the laws of India. Dispute settlement is part of Bangalore, India jurisdiction. Each Party irrevocably submits to the Bangalore jurisdiction, over any claim, dispute or matter under or in connection with this Agreement and/or its enforceability.

17. Standard Commission Structures

17.1 Casino Commission Structure calculated on a monthly basis:

Month Affiliate's Commission (unless agreed otherwise on email)

£0-£5000 NDC 25% of Net Revenue

£5001- £15000 NDC 30% of Net Revenue

£15001 and more- 35% of Net Revenue