

BRIGHTSHARE AFFILIATE PROGRAM AGREEMENT

Last updated: July 28th 2009

This AGREEMENT (the "Agreement"), dated _____, 2009 (the "Effective Date") is entered into by and between BrightShare Limited, a wholly owned SquarIT Ltd. subsidiary, ("BrightShare") and _____, a company organized under the laws of _____, with offices in _____ ("Affiliate").

Definitions: In this Agreement the following words and expressions shall have the following meanings:

Real money bets: The number of bets placed at the clients (as defined herein below), in credits and converted to USD.

Real player income: The total USD value of all real bets placed at the clients.

Fraudulent activity: A deception whereby a client is deliberately manipulated by a player, group of players, or an affiliate in order to secure a real or potential, unfair or unlawful gain, including the related costs of fraud.

Fraudulent activity includes, but is not exclusive to, registering multiple accounts under multiple aliases, falsifying credit card information, and/or reversing credit card charges to the casino.

Network fees: The fee paid by the client towards the bingo gaming network on all real money bets.

Progressive fees: The fee paid to the gaming network towards the progressive jackpots as a percentage of the real money bets on each progressive jackpot game.

Sub affiliate: An affiliate referred to us by another affiliate.

Spam: Please see our spam policy: <http://www.brightshare.com/spam-policy.html>

Fraudulent players: Players whose accounts have been locked due to their involvement in fraudulent activity.

Tracking URL's: The links to our clients' websites that contain the affiliate's unique banner tag.

Progressive tickers: A dynamic tool which displays the live and constantly changing maximum cash prize on each jackpot game.

1. Appointment of Affiliate

a. Upon submission of the on-line Affiliate BrightShare Membership Form (the "Form"), BrightShare shall evaluate such Form and notify the Affiliate in writing of its decision to accept or reject the Form. Signing this Agreement, shall result in: (i) the granting of a non-exclusive, non-transferable limited right and license, for the duration of this Agreement, to use the Clients' Intellectual Property (i.e., copyright, trademarks, service marks, logos, and trade names) solely in connection with the Marketing Tools (as defined below) that the Affiliate may display on its site, and (ii) the right to refer customers to the Clients' websites in return for a monetary incentive based on an agreed upon Commissions Model (the "Affiliate Program") to the Affiliate, subject to the terms and conditions

herein. If the Form is rejected on the grounds of technical issues, such rejected Form may be resubmitted after a period of thirty (30) days, if the technical issues were resolved.

b. The Affiliate hereby accepts the appointment as a BrightShare Affiliate under the terms and conditions of this Agreement. In accordance with such appointment, BrightShare grants to the Affiliate the non-exclusive right to direct prospective Players via links, banners or other form of Marketing Tools (as hereafter defined) to the SquareIT gaming brands (the "Clients"), subject to the terms and conditions of this Agreement. This Agreement does not grant to The Affiliate an exclusive right to assist BrightShare in the provisions of its services, as BrightShare reserves the right to render such services on its own or through the assistance of authorized third parties.

c. BrightShare and Affiliate agree that the Affiliate may promote all of BrightShare's Clients which the Affiliate wishes to promote.

d. The affiliate acknowledges that it has independently evaluated the benefits of participating in the Affiliate Program and that the Affiliate is not relying on any representation, guarantee, or statement other than as set forth in this agreement. As expressly set forth above, BrightShare reserves the right to withhold payment from the Affiliate if it violates any of the terms and conditions contained herein.

2. Duties of the Affiliate

a. The Affiliate is responsible for promoting the Clients on an active, continuous and on-going basis. Among the Affiliate's duties and obligations, the Affiliate shall implement reviews, promotions, banners, tracking URLs (i.e. Client text links), progressive tickers, software, information, images, sounds, and other marketing materials provided by BrightShare (collectively, the "Marketing Tools") as well as related emails and other relevant communications. The Affiliate can present these materials on websites, in emails and in print but at its own responsibility and cost.

b. BrightShare reserves the right to approve all content in respect of any one or more of the Clients which are promoted on the Affiliate's website. BrightShare reserves the right to terminate this Agreement should the Affiliate use unsuitable and unauthorized content as defined in Section 3 of this Agreement.

c. The Affiliate is responsible for ensuring that all Marketing Tools and casino/bingo/poker/mobile casino-related information on its site are current, accurate and updated. Upon receipt of notice from BrightShare, the Affiliate has five (5) business days to implement all the related updates and corrections. BrightShare reserves the right to terminate this Agreement should the Affiliate: (i) fail to complete the updates in a timely manner, (ii) continuously utilize and promote outdated casino/bingo/poker/mobile casino-related information and banners in a manner that is blatant, unreasonable and/or harmful to BrightShare and/or the Client, or (iii) defame, disparage or discredit BrightShare or any Client through false or misleading advertising, written or spoken words.

3. Affiliate Guidelines

a. The Affiliate will be solely responsible for the development, operation, and maintenance of the Affiliate's website(s), including WAP sites, ("Affiliate Sites") and for all materials that appear thereon. For example, the Affiliate will be solely responsible for ensuring that materials posted on the Affiliate Sites are not libelous or otherwise illegal. BrightShare has no obligation whatsoever to review the contents on the Affiliate Sites and disclaims all liability for these matters. Further, the Affiliate will indemnify and hold BrightShare harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and content of the Affiliate Sites.

b. All Marketing Tools must be properly tagged with the Affiliates and Client IDs (“Affiliate Tag”). The Affiliate will only be compensated for Players that are correctly tagged with the Affiliate Tag. It is the sole responsibility of the Affiliate to ensure the correct usage of the Affiliate Tag in all of the Marketing Tools, as provided by BrightShare. In the event that the Affiliate uses an incorrect Affiliate Tag and subsequently incorrectly received by the Client server, the Player may not be credited to the Affiliate.

c. The Affiliate is prohibited from using banners, links and advertisements, other than those specifically provided by BrightShare, unless express, prior written approval is obtained from the Affiliate Program manager. In addition, the Affiliate may not modify the Marketing Tools in any manner.

d. The Affiliate is responsible for ensuring that all the material posted on the Affiliate Site is legal and does not violate the rights of any third party. In addition, it is the responsibility of the Affiliate to ensure that the Affiliate Site does not contain any content or information that (i) is aimed at children or minors, (ii) promotes sexually explicit materials, (iii) promotes violence, (iv) promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age, or (v) promotes illegal activities.

e. The Affiliate is prohibited from placing the Marketing Tools in unsolicited emails, unauthorized newsgroup postings or in chat rooms. Players, who are generated through either illegal or unauthorized means, as determined by BrightShare at its sole discretion, will not be calculated in the Affiliate’s commission. The Affiliate’s breach of this Section 3(e) shall constitute grounds for BrightShare’s immediate termination of this Agreement without notice to the Affiliate.

f. No Affiliate may participate in or be involved, either directly or indirectly, in the planning, generation, processing or dissemination of SPAM (unsolicited emails). Any form of SPAM will result in the commencement of a review and investigation of the Affiliate’s conduct within the Affiliate Program as well as the withholding of any commissions pending the outcome of the investigation. Should BrightShare or any Client incur damages, costs or expenses as a result of the Affiliate’s conduct, BrightShare shall have the right to offset such damages against commissions which are owed to the Affiliate. If such damages are not covered by the commissions, the Affiliate shall have the obligation to indemnify BrightShare and/or the Client, pursuant to the provisions set forth below in Section 8. Please review the BrightShare Official SPAM Policy.

g. Under no circumstances may Affiliate block, alter, direct or redirect, substitute, insert, or append itself to, or otherwise intercept or interfere in any manner with, any click through or other traffic-based transaction that originated from another affiliate with result of reducing any compensation or payment earned by or owing to such affiliate, or increasing any payment obligation of any Client with respect to any individual transaction. For purposes of clarification and not limitation, Affiliate may not use any form of “parasiteware” or parasitic marketing techniques, which refers to an application that (i) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies, (ii) intercepts searches to redirect traffic through an installed software, (iii) targets text on web sites, other than those web sites owned entirely by the software application owner for the purpose of contextual marketing, or (iv) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites owned entirely by the owner of the software application. Any use of parasiteware or parasitic marketing techniques shall result in the immediate termination of this Agreement and the forfeiture of any monies earned and outstanding.

h. The marketing opportunity presented in this Affiliate Program is for commercial use only, and the Affiliate, its family members, friends or associates may not make purchases, directly or indirectly, through the Affiliate Tag for the Affiliates own personal use or to fraudulently increase the commissions payable to the Affiliate. Notwithstanding these provisions the Affiliate is entitled and even encouraged to test a limited number of transactions in Clients websites for evaluation, non-commercial purposes only. Transactions made in violation of this provision will be deemed fraudulent behavior and will be deducted from the Affiliate’s commissions and payments as set forth in Section 5 below.

i. The Affiliate shall not benefit from known, suspected or even unknown Player traffic that is generated dishonestly, whether or not it results in damage to the Clients and/or BrightShare. For purposes of clarification and not limitation, if a Player, directed to a Client with the Affiliate Tag, engages in fraudulent behavior, BrightShare reserves the right to withhold or retract the commissions paid to the Affiliate for such Player. BrightShare's decision in this regard will be final and binding.

j. The Affiliate shall not represent itself to Players as the Client(s) and therefore, shall not benefit from Player traffic that is generated as a result of the Affiliate posing as the Client(s). Furthermore, the Affiliate shall not copy or replicate content of the Clients, but rather the Affiliate should develop their own unique promotional content, subject to the terms and conditions herein, and use the Marketing Tools. Players which are generated from the Affiliate posing as a Client or from Client content that is copied, in whole or in part, and published on the Affiliate's site, as determined by BrightShare in its sole discretion, will not be calculated in the Affiliate's commission. The Affiliate's breach of this Section 3(i) shall constitute grounds for BrightShare's immediate termination of this Agreement without notice to the Affiliate.

k. Under no circumstances shall an Affiliate use or attempt to use any domain names to promote the Clients which are or could be confusingly similar to the domain names registered by any Client. For purposes of clarification and not limitation, Affiliate may not use domain names which are identical or sound, appear or differ slightly from any of the Clients' domain names. Affiliate's breach of this Section 3(j), as determined by BrightShare, shall constitute grounds for BrightShare's immediate termination of this Agreement without notice to the Affiliate and forfeiture of any commission owed, in addition to any other rights or remedies available to BrightShare under this Agreement or at law.

l. The Affiliate understands that BrightShare may at any time (directly or indirectly) solicit Player referrals on terms that may differ from those contained in this Agreement or operate web sites that are similar to or compete with the Affiliate Sites.

m. The Affiliate acknowledges that BrightShare shall have no obligation to mediate and/or resolve any dispute(s) by and between two or more affiliates.

n. The Affiliate shall operate in accordance with the Jackpot Factory's Terms and Conditions, Privacy Policy and Responsible Gaming Policy and Underage Gaming Policy, as updated and/or amended from time to time.

4. Duties of BrightShare

a. BrightShare will maintain a record of each Player that registers as a Player with one or more of the Clients within the Affiliate Program, and will track each Player's activity. A "Player" is defined under this Agreement as a person who registers with one or more of BrightShare's Clients after having followed a link provided by the Affiliate. Unless expressly agreed otherwise in writing, the Player must be identified by the Affiliate Tag. The Player is bound by each Client's rules, policies and operating procedures. As such, BrightShare cannot be held responsible if a Client refuses a Player or if a Client closes a Player's account.

b. BrightShare will track each Player's activity and will supply the Affiliate with reports summarizing this activity. The form, content and frequency of the reports may vary at BrightShare's sole discretion. BrightShare will strive to provide the Affiliate with online access to Player activity and statistical reports that will assist the Affiliate in effectively promoting the Clients. The Affiliate can gain access to such reports using the login and secret password provided upon the completion of the registration process. The information that BrightShare will collect and report to the Affiliate may include, without limitation, total number of Players attributed to the Affiliate, profits, losses, net profits, net rakes, deductions, commissions earned and other relevant data.

c. BrightShare will provide the Affiliate on an ongoing basis with special promotional materials and resources (other than the standard Marketing Tools) that will aid the Affiliate in directing Player traffic to the Clients.

d. BrightShare will pay the Affiliate referral commissions based on the applicable revenue model as set forth in Exhibit A, attached hereto (the "Revenue Model").

5. Commissions & Payments

a. BrightShare, as the Client's representative, will pay out commissions on the revenues generated by the Players that the Affiliate directed to the Clients.

b. Casino and mobile casino revenue share - Affiliate commissions are calculated on the basis of a Player's Net Revenues. A "Player's Net Revenue" is defined under this Agreement as the Player's income (money wagered), minus (i) Player winnings, (ii) free credits, (iii) Player chargebacks (iv) progressive jackpot fees and (v) bonuses.

c. Poker revenue share - Affiliate commissions are calculated on the basis of a Player's Net Rake. A "Player's Net Rake" is defined under this Agreement as the Player's Poker Gross Rake, minus (i) Player bonuses, and (ii) chargeback/fraudulent activity made by the Player.

d. Bingo revenue share - Affiliate commissions are calculated on the basis of a Player's Net MainRake . A "Player's Net MainRake" is defined under this Agreement as the Player's total rake from all real money bets , i.e. the value of all bingo cards purchased by the Player, minus (i) the Player's contribution to the pot, bonuses and credits, progressive contributions, network and processing fees, minus (iii) any chargeback/fraudulent activity made by the Player.

e. BrightShare's chargeback deduction policy is as follows: For purposes of this Agreement, a chargeback occurs when a Player reports that unauthorized transactions were made on his/her online payment method account, including but not limited to, credit and/or debit cards. The Player appeals the charges with his/her online payment method account manager or company, for example his/her bank, claiming fraudulent use of the online payment method account by a third party. Whenever a Player seeks a chargeback, the Affiliate's share of the net revenues in question will be forfeited and deducted from the Affiliate's monthly commission. Should the deduction result in a negative balance for the Affiliate, the Affiliate will not earn further commissions until the cost of the chargeback has been covered. If, however, the chargeback is refused by the Player's bank, the net revenues shall be returned to the Affiliate and included in the Affiliate's monthly commission.

f. Affiliate negative balances which result from Player winnings are not carried forward from month to month. In such cases, the Affiliate's balance shall remain at zero until commissions are earned.

g. Casino, mobile casino and bingo Cost per Action ("CPA") Affiliate commissions are customized individually for the Affiliate on the basis of an agreed upon Player action(s), such as a first or second purchase and a minimum wagering. CPA commissions are not paid on Player accounts that are locked within the same calendar month that the CPA is calculated. It is hereby clarified that the CPA does not apply to US Players.

h. BrightShare calculates the commission payments at the end of each month and makes the payments on the fifteenth (15th) day of the following month, or on the first business day after the fifteenth (15th) day of the following month. Payments are made by wire transfer or direct payment to an online account designated by the Affiliate (i.e., Neteller, Click2Pay, FirePay, PaySpark, etc.). The Affiliate is responsible for selecting the payment method. If the Affiliate does not specify a particular payment method, the payment will be carried to the following month. It is hereby clarified that if the Affiliate will not specify a particular payment method, payment will not be made. All wire transfers and/or checks delivered by courier are subject to a US\$35 fee, which will be

subtracted from any commissions paid to the Affiliate. Fees charged by Affiliate's online account shall be the sole responsibility of the Affiliate. The Affiliate is responsible for providing BrightShare with correct payment information details (i.e. online account details, mailing address and banking information).

i. The minimum monthly commission that Affiliate shall receive from Brightshare is one hundred (US\$100) dollars. Unpaid monthly commissions shall be carried forward and added to the next month's commission.

j. The Affiliate acknowledges that, except as otherwise stated herein, no income or other taxes or amounts shall be withheld or accrued by BrightShare for the Affiliate's benefit on the commissions that are paid and it shall be the Affiliate's sole responsibility to remit all applicable taxes thereon.

6. Policies & Confidentiality

a. The Affiliate acknowledges that each Client assumes ownership of any and all Players as soon as they register an account with the Client. The Affiliate acts solely as a referral source for the Clients, and retains no other rights on the Players. Upon opening an account, the Player is subject to all of the Client's rules, policies, and operating procedures.

b. Each Client reserves the right to refuse a Player or close a Player's account if such actions are necessary to comply with its stated terms and conditions.

c. During the term of this Agreement and thereafter, the Affiliate may have access to certain classified, confidential, proprietary and sensitive information relating to the business, operations, or technology of BrightShare or the Clients. The Affiliate agrees not to disclose the confidential information to any third party or to use the information in an unauthorized manner unless prior written consent has been obtained directly from BrightShare. If such consent is obtained, the Affiliate agrees only to use this confidential information to further the purposes of this Agreement. The Affiliate's obligation in regards to this Section 6(c) shall survive the termination of this Agreement.

d. BrightShare 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 advance notice to Affiliate. The Affiliate's continued (i) participation in the Affiliate Program, (ii) use of the BrightShare Affiliate website and/or Marketing Tools, or (iii) acceptance of any Affiliate commissions from BrightShare confirms the Affiliate's irrevocable acceptance of this Agreement (and any modifications thereto), subject to the Affiliate's continued compliance with the terms and conditions of this Agreement. If any modification to this agreement is unacceptable to the Affiliate, the Affiliate's only recourse against BrightShare is to terminate its participation in the Affiliate Program.

7. Affiliate Branding

a. Should the Affiliate desire to market and promote any of the Clients through its own branding, logos and designs (collectively, the "Branding"), the Affiliate shall comply with the provisions set forth in this Section 7 among any others herein which apply to Affiliate's marketing materials:

(i) Affiliate shall be required to obtain BrightShare's prior written approval over its proposed Branding (and all material derivations and modifications thereof);

(ii) Affiliate must have prominently displayed on the Branding the Client's name and ensure that it is communicated clearly to the Player that he will be playing on the Client's software and receive support and ongoing promotions from the Client directly;

(iii) The Branding must be wholly original to the Affiliate and cannot infringe or violate the intellectual property rights of any third party.

8. Limited License & Ownership

a. BrightShare hereby grants to the Affiliate a non-exclusive, non-transferable limited right and license for the duration of this Agreement to use the Clients' Intellectual Property (i.e., copyright, trademarks, service marks, logos, and trade names) solely in connection with the Marketing Tools that the Affiliate may display on its site.

b. Under no condition may the Affiliate sub-license, assign or otherwise transfer any rights granted hereunder to any third party without the express prior written consent of BrightShare, and any purported transfer shall be deemed null and void. The Affiliate's right to use the Clients' Intellectual Property is limited to the rights and obligations of the Affiliate under this Agreement.

c. BrightShare and/or the Clients retain ownership of their respective Intellectual Property, which in no event shall be transferred to the Affiliate through any act or omission in this Agreement or through the conduct of the parties. Any and all rights that are not expressly granted hereunder are reserved by BrightShare and/or the Clients.

d. Under no circumstances may the Affiliate assert or contest any ownership rights in and to BrightShare and/or the Client's Intellectual Property in any action or proceeding of whatever kind or nature, nor shall the Affiliate take any action that may prejudice BrightShare's or the Client's rights in the Intellectual Property. Further, the Affiliate may not do anything to render such Intellectual Property generic, weaken their validity or diminish their associated goodwill. BrightShare retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. Upon termination of this Agreement, the limited license granted hereunder shall terminate and all rights shall revert to BrightShare and/or the Client without the taking of action on the part of either party.

9. Legal Responsibility

a. The Affiliate shall defend, indemnify, and hold BrightShare and the Clients and their respective directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by the Affiliate of any warranty, representation, or covenant contained in this agreement, (ii) the performance of the Affiliate's duties and obligations under this Agreement, (iii) the Affiliate's negligence or (iv) any injury caused directly or indirectly by the Affiliate's negligent or intentional acts or omissions, or the unauthorized use of the Marketing Tools/ Affiliate Tag.

b. BrightShare makes no express or implied warranties or representations with respect to the Affiliate Program or commission payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, BrightShare makes no representation that the operation of BrightShare's site will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

c. BrightShare will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliate Program, even if BrightShare has been advised of the possibility of such damages. Further, BrightShare's aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total commissions and referral fees paid or payable to the Affiliate under this Agreement during the previous twelve (12) months from the date such damages were incurred. Any liability arising under this Agreement shall be satisfied solely from the commissions and referral fees generated,

and is limited to direct damages. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.

d. The Affiliate acknowledges and understands that BrightShare is not a casino, bingo, poker, mobile casino or gaming operator.

10. Term & Termination

a. The term of this Agreement will commence on the Effective Date (the "Term"). Except as stated otherwise herein, the term will be ongoing unless and until either party sends written notification to the other that it wishes to terminate the Agreement. Upon receipt of written notification by either party, the Agreement will be considered to be terminated immediately. Termination is at will, for any reason, by either party. For purposes of notification of termination, email is considered a written and immediate form of notification. BrightShare's e-mail for notification purposes is: denise.martel@stenhamci.com and Affiliate's e-mail address for notification his purposes is: _____.

b. Upon termination:

(i) The Affiliate must remove all references to the Clients from the Affiliate's websites and communications, including, without limitation, removing all Marketing Tools and disabling all links to the Client's sites;

(ii) 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 all use of any trademarks, service marks, logos and other designations of the Clients or BrightShare;

(iii) The Affiliate will be entitled only to those earned and unpaid commissions for Players that are tagged with the Affiliate Tag as of the effective date of termination; provided, however, that BrightShare may withhold each of the Affiliate's commissions for a reasonable time to ensure that the correct amount is paid, but it is hereby clarified that as of the effective date of termination the Affiliate will only be eligible to receive commissions for Players that were tagged by the Affiliate Tag prior to such date;

(iv) Notwithstanding Section 10b(iii) above, if this Agreement is terminated by BrightShare on the basis of Affiliate's breach of any of the terms and conditions of this Agreement, then BrightShare's only obligation shall be to pay to the Affiliate the earned but unpaid commissions as of the termination date, but shall not be obligated to pay any further commissions on Players referred to Clients by the Affiliate;

(v) The Affiliate must return to BrightShare any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody and control; and

(vi) The Affiliate will release BrightShare 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.

11. Miscellaneous

a. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all previous communications or agreements, either oral or written, between the parties with respect to the subject matter hereof. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

b. **Governing Law & Jurisdictions.** This Agreement is governed by the laws of the United Kingdom, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the United Kingdom and the Affiliate irrevocably consents to the jurisdiction of its courts.

c. **Assignment and Inurement.** The Affiliate may not assign this Agreement, by operation of law or otherwise, without obtaining the prior written consent of BrightShare. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the Affiliate and BrightShare's respective successors and assigns.

d. **Non-Waiver.** BrightShare's failure to enforce the Affiliate's adherence to all terms outlined in this Agreement shall not constitute a waiver of the right of BrightShare to enforce said terms at any time.

e. **Remedies.** BrightShare's rights and remedies hereunder shall not be mutually exclusive. The Affiliate acknowledges, confirms, and agrees that monetary damages may be inadequate to cure a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained herein, however, shall limit or affect any of BrightShare's rights at law or otherwise. It is the intent of this provision to make clear that BrightShare's respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

f. **Force Majeure.** 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 labor 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.

g. **Relationship of the Parties.** 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.

h. **Further Assurances.** Each party shall use commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated. At the reasonable request of BrightShare, the Affiliate shall, from time to time, execute and deliver such additional documents, further agreements and instruments, and shall take all such other actions, as may be reasonably required or appropriate to more effectively complete, execute, perfect or affirm the matters contemplated by this Agreement.

i. **Severability/Waiver.** 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.

j. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which when executed and delivered shall be deemed an original, but which counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the effective date set forth above by their respective authorized officers below.

BRIGHTSHARE

AFFILIATE

Signature: _____

Signature: _____

Signed by: _____

Signed by: _____

Date: _____

Date: _____

EXHIBIT A

THE REVENUE MODEL

BrightShare shall pay the Affiliate referral commissions according to one of the following models as was indicated by ticking the applicable model:

1. 0 Revenue Share Earnings Model

The Revenue Share Earnings Model pays a share of the net revenues from casino, mobile and bingo and the poker net rake generated by the Affiliate's players for the life-time of the players.

Casino and Mobile Casino net revenue is the product of the following: real player income (money wagered at the casino), minus winnings, minus all deductions such as free credits, player bonuses and progressive jackpot fees, and minus the Affiliate's share of the chargeback(s)/fraudulent activity made by the Affiliate's players.

Bingo net revenue is the product of the following: the total rake from all real money bets, i.e. the value of all bingo cards purchased, minus (i) the contributions to the pot, bonuses and credits, progressive contributions, network and processing fees, minus (iii) any chargeback/fraudulent activity made by a player. Poker net rake is the product of the following: Poker Gross Rake, minus Player bonuses, minus the Affiliate's share of the chargeback/fraudulent activity made by the Affiliate's players.

Please be advised that, Negative Affiliate Share of the Casino, Bingo and Mobile-Casino Net Revenues and the Poker Net Rake are not carried forward to the next month, unless, the Negative Affiliate Share is a result of chargeback(s), in which case, the Negative Affiliate Share will be carried forward to the next month.

Level Net Revenues Generated Affiliate Share

Level 1 \$0,000 - \$7,499 25%

Level 2 \$7,500 - \$14,999 28%

Level 3 \$15,000 - \$22,499 30%

Level 4 \$22,500 - \$29,999 32%

Level 5 \$30,000 - \$49,999 35%

Level 6 \$50,000+ 40%

The Affiliate Share for Casino, Mobile, Poker and Bingo are each calculated separately.

2. 0 Referral Program Earnings Model

The Referral Program Earnings Model is a unique model that provides the Affiliate additional earnings as a result of the recruitment by the Affiliate of sub-affiliates joining the Affiliate Program.

The Referral Program Earnings Model pays a 2% life-time referral share on the total Net Revenues generated by the players of the sub-affiliate.

The Casino, Bingo and Mobile-Casino Net Revenue and Poker net rake generated by referred affiliates' players are calculated as above (Revenue Share Earnings Model). Please be advised that, Negative Affiliate Share of the Casino, Bingo and Mobile-Casino Net Revenues and the Poker Net Rake are not carried forward to the next month, unless, the Negative Affiliate Share is a result of chargeback(s), in which case, the Negative Affiliate Share will be carried forward to the next month.

3. 0 CPA Earnings Model

BrightShare will pay the affiliate a CPA commission of _____ (currency) for all non-US purchasing players who make at least ____ purchases and wager _____ (currency) at any of our Client's online casinos. Fraudulent players are excluded.