

Affiliate Agreement

This agreement (the "**Agreement**") is between you ("**Affiliate**," "**you**," or "**your**") and Club Services, Inc. ("**us**," "**we**," or "**our**"). By applying to be an affiliate, and placing a link to ClubWPT from your website, you agree to be bound by all the terms and conditions set forth in this agreement (the "Agreement").

1. General Description

1.1 ClubWPT derives subscription revenue from VIP members who establish subscription accounts at ClubWPT.com. Affiliates earn income as follows.

We will pay you, the Affiliate, 10% of the membership fees generated by each Valid Registration. A "**Valid Registration**" is defined as a ClubWPT VIP membership registration by a customer who either (a) registered after linking from Affiliate's website to ClubWPT, or (b) used a valid Affiliate referral code during the registration process. Customers who are refunded their money via chargebacks or any other refunds will not qualify as Valid Registrations. The Affiliate fee will pay out the 15th of the month following the month for which the Affiliate fee is earned. The minimum Affiliate fee payment must be \$20.00 before payment will be made. The Affiliate fee will be earned by Affiliate each time the Valid Registration bills (no minimum membership period required), and it will be exactly 10% of whatever billing method the Valid Registration chooses. (For example, if the Valid Registration bills monthly at \$19.95, then Affiliate will earn \$2.00 for each month the Valid Registration is billed; if the Valid Registration bills quarterly at \$53.85, then Affiliate will earn \$5.40 once every three months for each quarter the Valid Registration is billed; if the Valid Registration bills yearly at \$179.40, then Affiliate will earn \$17.90 once every twelve months for each year the Valid Registration is billed). For the avoidance of doubt, Affiliate will not be entitled to any compensation from fees generated from any customer who originally qualified as a Valid Registration if such customer cancels his or her subscription to ClubWPT and later re-registers in a manner that does not qualify as a Valid Registration (i.e. without linking from Affiliate's website). Furthermore, Affiliate will not be entitled to any compensation from non-membership fee revenue generated from customers who qualify as Valid Registrations (i.e. Affiliate will not receive a portion of any revenues generated by a customer's purchase of play chips). Affiliate compensation arrangements are subject to change upon written notice to the Affiliate by us.

2. Modifying This Agreement

2.1 We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by sending you a notice identifying the changes and/or posting the new agreement on our website. Modifications may include, but are not limited to, changes in the Affiliate fees, payment schedule or other rules. IF ANY CHANGE IN THE AGREEMENT IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT BY NOTIFYING US IN WRITING AT affiliates@theclubservices.com OR SUCH OTHER ADDRESS DESIGNATED BY US ON OUR WEBSITE FROM TIME TO TIME. CONTINUED PARTICIPATION IN THIS PROGRAM FOLLOWING OUR MAKING A CHANGE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

3. Endorsement of ClubWPT

3.1 By agreeing to participate in the affiliate program, you agree to create a unique link from your website to ClubWPT.com. The form of such link must be approved by us. You shall not make any claims, representations, or warranties in connection with us, and you shall have no authority to, and will not, bind us to any obligation without first obtaining written permission from us.

3.2 You agree to all of the terms set forth herein and to positively endorse us at all times and maintain a site content that is free of child pornography or other illegal sex acts, promotion of violence, promotion of discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promotion of illegal activities, other content reasonably deemed offensive by us, or violation of intellectual property rights. You must provide true and complete information to us at all times; including but not limited to, your identity, contact information, payment instructions, and any other information that we may reasonably request from time to time, including but not limited to tax reporting information.

3.3 We, hereby, grant you the non-exclusive right to direct individuals to our site and services, in accordance with the terms and conditions of this Agreement. You shall have no claims to referral fees or other compensation on business secured or partially secured by or through persons or entities other than you. You also understand that we may at any time (directly or indirectly) solicit referrals on terms that may differ from those attained here, or operate or contract with websites that are similar to, or compete with, your website.

3.4 Your authorization to solicit members for us is expressly limited to those specific states of the United States and those countries which are listed as “eligible” in the Terms and Conditions of ClubWPT, as amended from time to time.

4. Your Duties; Responsibility for Your Site and Marketing Materials

4.1 You agree that the intention of this affiliate program is to encourage referrals of new customers to ClubWPT. You agree to act in good faith in accordance with this intention. Not by way of limitation, you agree not to join this affiliate program with the intention of you acting as your own affiliate or signing up more than one Valid Registration per household. You agree and acknowledge that we may set referral volume requirements from time to time by posting such volume requirements to our site and may terminate this Agreement without further compensation to you or further notice to you if such volume requirements are not met.

4.2 In order to participate in the program, you must have registered a basic member account at ClubWPT.com. You must not attempt to register another account for yourself, a member of your immediate family, or your household or any other person that has an existing account on the network under your affiliate account after you have started the program. All affiliate accounts must sign a minimum of 10 new Club subscriber accounts each month or this Agreement may be terminated without further compensation or further notice to you.

4.3 You may not pay or provide any other consideration to any member that you have referred to us without prior written consent. Under no circumstances may you provide member rewards or incentives (including monetary rewards, gifts, or otherwise) to any member that you have referred to us unless agreed to by us in writing.

4.4 You agree not to engage in spam, illegal solicitation, or fraudulent or deceptive solicitation. You agree not to copy the websites of other affiliates, or other gaming websites, copied websites, or similarly set up shadow websites which are reasonably intended to deceive the reader that the website is owned by any party other than you.

4.5 You are hereby advised that the use of adware, spyware or any other such software to direct traffic to the site is strictly and expressly forbidden.

4.6 You agree that any members referred by you to ClubWPT are part of our proprietary customer list and that you have no ownership rights in such customer list. You agree not to independently contact such referred members without our prior written approval.

4.7 You will be solely responsible for the development, operation and maintenance of your website and for all materials that appear on your website. For example, you will be solely responsible for ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, but not limited to, attorneys' fees) relating to the development, operation, maintenance and contents of your website and marketing materials and your performance of this Agreement. You agree to refrain from utilizing 'spam' for marketing our products and services (all email marketing must be based on commonly accepted opt-in rules).

4.8 You agree that you will not promote illegal internet gambling.

5. Right to Use Marks

During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right and limited license to use the marketing materials that have been provided or otherwise made available to you by us and/or pre-approved by us for the sole purpose of fulfilling your obligations under this Agreement. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the marketing materials, which may include our trademarks, is limited to, and arises only out of, this license to use our material. You acknowledge that we and/or companies affiliated with us and/or our licensees, own all rights to all existing and future patents, trademarks, design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration), know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof comprised in any and all of the marketing materials and ClubWPT. Any

use of any trademark, domain name or trade name that contains, is confusingly similar to or is comprised of our trademarks (other than in accordance with the terms of this Agreement) without our prior written permission shall be unauthorized. By way of example, but without limitation, YOU MAY NOT REGISTER A DOMAIN NAME THAT INCLUDES OUR MARKS OR MARKS CONFUSINGLY SIMILAR TO OUR MARKS. You agree that all use by you of our trademarks including any use of a domain name that includes our trademarks or marks confusingly similar to our trademarks inures to our sole benefit and that you will not obtain any rights in our trademarks as a result of such use. You shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are comprised of our trademarks. You hereby agree to transfer any domain names or trademark application or registrations in respect of our trademarks or marks confusingly similar to our trademarks you may hold or control to us upon demand. You further agree not to attack or challenge our ownership of and title to our trademarks in any way.

6. Confidential Information

During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations or underlying technology and/or the referral program. You agree to avoid any disclosure to third persons or outside parties or unauthorized use of the confidential information unless you have our prior written consent and that you will use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive the termination of this agreement.

7. Term and Termination

7.1 The term of this agreement will begin when you submit the acceptance page and will be continuous unless and until either party notifies the other in writing that it is terminating this agreement. Termination may be accomplished by either you or us for any reason or no reason at any time by providing notice to the other party. For purposes of notification, delivery via email is considered a written and immediate form of notification.

7.2 If termination is by us and is not caused by your violation of this Agreement, Affiliate fees, as subject to modification described above, will continue until activity ceases to generate two new Valid Registrations per month for a two month consecutive time period.

7.3 If termination is initiated by you or is by us as a result of your violation of this Agreement or is due to your ceasing to generate two new Valid Registrations per month for a two month consecutive time period, you will not be entitled to unpaid Affiliate fees, if any earned by you on or prior to the date of termination. Nor will you be entitled to Affiliate fees with respect to accounts billed after the termination date.

7.4 Immediately upon termination of this Agreement for any reason, you must remove all of our marketing materials and trademarks from your website and disable the link from your website to ClubWPT.com.

7.5 All rights and licenses given to you in this Agreement shall immediately terminate upon termination of this Agreement for any reason.

7.6 Upon termination of this Agreement for any reason, we may withhold your final payment for a reasonable time to ensure that the correct amount is paid and all marks and links are removed.

7.7 Upon termination of this Agreement for any reason, you will return to us any confidential information, and all copies of it in your possession, custody and control, and will cease all uses of any trade names, trademarks, service marks, logos and other designations of ClubWPT.

7.8 Before or after termination of this Agreement, we reserve the right to modify this Agreement or the fee schedule as described above, with such modification effective immediately.

8. Relationship of Parties

You and we are independent contractors and nothing in this Agreement will create any partnership, joint venture, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that contradicts this Agreement or any of the Terms and Conditions posted on our website.

9. Indemnity

You shall defend, indemnify, and hold us, our parent companies, subsidiaries and affiliates, and our and their directors, officers, employees, software providers, payment processor(s), agents and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney fees, resulting from, arising out of, or in any way connected with (a) any breach by you of this Agreement; (b) the performance of your duties and obligations under this Agreement; (c) your negligence; or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our marketing materials, trademarks or this Affiliate program.

10. Disclaimers

WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE PROGRAM, OUR WEBSITE OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT THE WEBSITE, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE,

NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.

11. Limitations of Liability

11.1 IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, 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) INCLUDING ANY LOSS OF BUSINESS, REVENUE, PROFITS OR DATA. OUR LIABILITY ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL ONLY BE FOR DIRECT DAMAGES AND SHALL NOT EXCEED THE AFFILIATE FEES GENERATED AND PAYABLE TO YOU IN RELATION TO THIS AFFILIATE PROGRAM OVER THE PREVIOUS 12 MONTHS AT THE TIME THAT THE EVENT GIVING RISE TO THE LIABILITY ARISES.

11.2 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. Our obligations under this Agreement do not constitute personal obligations of shareholders. Any liability arising under this agreement shall be satisfied solely from the Affiliate fees generated and is limited to direct damages.

11.3 We may in our sole discretion, with or without notice, use any available means to block or restrict certain members, sign ups, payment of membership fees or play patterns so as to reduce the number of fraudulent, unprofitable transactions or for any reason whatsoever, including but not limited to daily or monthly purchase limits, address verification or negative and positive credit card databases. We do not guarantee or warrant the success of such fraud prevention efforts.

12. Governing Law and Place of Contracting

12.1 This Agreement will be governed by the laws of the State of California, without reference to rules governing choice of law. Any action relating to this agreement must be brought in Orange County, California and you irrevocably consent to the jurisdiction of its courts.

12.2 This agreement is binding only when accepted by the company at its offices in Irvine, California, which is mutually deemed to be the place of contracting.

13. Assignment

Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sublicense or deal in any other manner with this Agreement or any rights under this Agreement, or subcontract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this Section shall confer no rights on the purported assignee.

14. Non-Waiver/Final Agreement/Interpretation

14.1 This is the final agreement between the parties that supersedes any oral or written communications that you may receive, and shall remain in force until modified by us. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. **NO MODIFICATIONS, ADDITIONS, or DELETIONS OF THIS AGREEMENT BY YOU ARE PERMITTED OR WILL BE RECOGNIZED BY US.** None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

14.2 The rule of construction that ambiguities are to be interpreted against the drafter shall not be applied in the interpretation of this Agreement.

14.3 This Agreement is drafted in the English language, and any discrepancies due to language interpretations or translations shall be superseded by the English language meanings.

15. Remedies

15.1 Our rights and remedies shall not be mutually exclusive, i.e. the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm and agree that damages may be inadequate for 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 responsibilities of the parties may be enforceable by specific performance, injunction or other equitable remedy.

15.2 Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

16. 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 or any other provision. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

17. Operating Agreement and Disclosure

17.1 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 REPRESENT TO US THAT YOU MAY PARTICIPATE IN OUR AFFILIATE PROGRAM WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

17.2 By submitting your request to become an affiliate, you acknowledge that you have read this Agreement and have independently evaluated the desirability of participating in this program and are not relying on any representation, guarantee, or statement other than what is set forth in this Agreement, and that you agree to all its terms and conditions.

17.3 YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE LIABILITY LIMITATIONS AND DISCLAIMERS IN CAPITALIZED LETTERS ABOVE.

Last Modified: January 2013