



## **General Terms and Conditions**

### **Affiliate Program**

These General Terms and Conditions shall apply to the Affiliate Program offered by OCG International Ltd. (referred to as “OCG” below) for the referral of new customers to OnlineCasinos. They shall apply exclusively. OCG expressly objects to any general terms and conditions of the contractual partner. They are not recognised by OCG.

1. OCG operates an affiliate platform on the Internet.
2. Interested agents for the referral of new customers (“Affiliate Partner”) can register at the Web sites: [www.onlinecasino.de](http://www.onlinecasino.de) and [www.onlinecasino-eu.com.de](http://www.onlinecasino-eu.com.de). A contract between OCG and the Affiliate Partner for the purpose of referring new customers (“Affiliate Partner Contract”) shall be established with the registration. With the registration, the Affiliate Partners accept these General Terms and Conditions in their currently applicable version.
3. The Affiliate Partner receives a commission exclusively for the referral of new customers. New customers are those customers who are not yet included in the gambler database maintained by OnlineCasino at the time of their referral to OnlineCasino. Hence all those gamblers who have already visited OnlineCasino once and were registered there shall be rejected as new customers, since they are already included in the gambler database.
4. It is mandatory that offline promotions by the Affiliate Partner for the brand of OnlineCasino Deutschland ([onlinecasino.de](http://onlinecasino.de)) contain the following information:

*OnlineCasino Deutschland is operated with the official German license number: IV 36-212-21.6.10, dated December 19, 2012, issued by the Ministry of Interior / gambling supervision authority of the Federal State of Schleswig-Holstein. Only those persons who are*



OCG International Limited | Vincente Buildings 28/19 (Suite 1525) |  
VLT 1432, Malta | Tel: +356 2557 2424 Fax: +356 2557 2474

*18 years of age or older are allowed to use the online casino and are permitted to take part in it within the scope of the gambling law. Gambling can be addictive. Further information: [www.spielen+mit+verantwortung.de](http://www.spielen+mit+verantwortung.de) or [suchthilfe@onlinecasino-deutschland.de](mailto:suchthilfe@onlinecasino-deutschland.de). Info phone: BZgA (Federal Center for Health Education) 0800/ 1372700.*

5. After the Affiliate Partner has been selected, he shall receive a commission that is solely gambling revenue-based (“revenue share”); or a basic premium (CPA); or a gambling revenue-based with the concurrent payment of a basic premium (CPA/revenue share hybrid). The Affiliate Partner settles his account with OCG on a monthly basis.

The net gambling revenue is calculated from the total gambling revenues (betting stakes minus winnings minus bonuses minus charge-backs) generated by the new customers minus the gambling tax to be paid amounting to 20% at present. The remaining difference constitutes the net gambling revenue; it is the relevant benchmark for the percentage of the participation of the Affiliate Partner.

6. Each invoice of the Affiliate Partner submitted to OCG has to contain at least the following information:
  - Name of the company, legal form,
  - authorised representatives (CEO/board members, etc.),
  - complete address and contact details,
  - bank details,
  - VAT registration number (for German and European companies);
  - with respect to agents outside the European Union, also: proof of identity (commercial register, copies of identification papers of the authorised representatives).

7. The Affiliate Partner Contract has been concluded for an indefinite period. The possibility of termination with notice by either contracting party is governed by statutory provisions.
8. Either party may terminate the Affiliate Partner Contract for cause without observing any period of notice. A cause is given if, taking into account all circumstances of the individual case and giving due consideration to the interests of both parties, the party giving notice of termination cannot be reasonably expected to continue the contractual relationship until the termination agreed upon or until the expiration of the notice period. If the cause is a breach of a duty under the contract, termination is permitted only after the expiration of a stated grace period for rectification or after an unsuccessful warning. The party entitled may terminate the Contract only within a reasonable period after he has obtained knowledge of the reason for termination.

For OCG, the following are good causes that always justify termination without notice: if the Affiliate Partner omits the obligatory information arising from Item 4 in his advertising; runs illegal advertising campaigns; violates the laws to be observed in any other way; places advertising in a pornographic environment; or has given wrong information in the context of his registration. The contracting parties agree that, as in these cases as described above by way of example, a prior warning by OCG is not necessary to establish a good cause due to the seriousness of the violation and that OCG is entitled to terminate the Contract without notice.

The termination notice requires the written form; in particular, it can be sent by e-mail or fax. The right to claim damages is not excluded by the termination. If the contractual relationship is terminated by OCG, the Affiliate Partner has to discontinue his marketing activities immediately.

9. If the Contract is terminated by one party with notice or for good cause, the Affiliate Partner shall be entitled only to the commissions for those new customers

who have been acquired for OCG before the termination takes effect. The Affiliate Partner is not entitled to any commission for acquired new customers after the effective date of the termination. With respect to a termination with a notice period, the Affiliate Partner can therefore continue to refer new customers until the effective date of the termination and will receive the commission during this period of time.

10. When the Affiliate Partner Contract ends, the Affiliate Partner shall, for a total of six months, receive subsequent commissions for the net gambling revenue generated by the new customers acquired by him.
11. All customer data remain with OCG. The Affiliate Partner is not entitled to claim a disclosure of the data of customers acquired by him and referred to OCG. Nor is he entitled to demand that OCG deletes the customer data obtained.
12. OCG shall inform the Affiliate Partner about any change to or amendment of these GTC one month before they enter into force. In the event that the Affiliate Partner does not object in writing to the change or amendment within three weeks, his consent to the change or amendment shall be implicitly assumed. If the Affiliate Partner objects, OCG is entitled to terminate the Affiliate Partner Contract with notice.
13. The Affiliate undertakes to comply with the applicable legal framework when sending advertising material by electronic mail (e-mails) and to refrain from sending impermissible unsolicited advertising to third parties. The Affiliate confirms that he is familiar with the statutory requirements for the sending of e-mails with advertising content (Section 7 of the Act Against Unfair Practices [UWG] and Sections 1004, 823 of the German Civil Code [BGB]). He confirms in particular his knowledge of the fact that the sending of e-mails with advertising content outside the scope of Section 7 (3) UWG on a regular basis is permissible only with the prior stated consent of the recipient.

14. Furthermore, the Affiliate shall indemnify OCG without restrictions, also effective in the relations to the outside world, from all claims that third parties may assert against OCG on account of the illegal sending of e-mails that the Affiliate had done himself, had initiated or otherwise approved of.
15. The Affiliate's obligation to indemnify includes the release from all costs entailed in the assertion of legal rights in court or out of court by the third party; all costs entailed in the defence of OCG; as well as in terms of any claims of the third party to the payment of a contractual penalty; it is, however, not limited to these claims listed here by way of example.
16. OCG is entitled to hold back the payment of commissions if initial indications concerning Items 15-17 are discernible and is entitled to offset the costs from payments.
17. With respect to the Affiliate Partner Contract, there exist no additional agreements or agreements deviating from these General Terms and Conditions, no matter in what form. Additional agreements or agreements deviating from these General Terms and Conditions between the parties have to be concluded in writing. This also applies to the cancelation of this written form clause itself.
18. Should a provision of this Contract be or become ineffective, the parties undertake to replace the ineffective provision with a provision that most closely approximates the legal and economic purpose of the ineffective provision intended by the parties.
19. This Agreement shall be governed by the law of the Republic of Malta. Place of jurisdiction is Valetta.

Status: March 30, 2015