

Date: 2017

AFFILIATE AGREEMENT

INFINOX Capital Ltd

And

FLADGATE FIELDER

25 North Row
London W1K 6DJ
Tel: 020 7323 4747
Fax: 020 7629 4414
Ref: JAV/SGB/ELS/19152/0007

Contents

1.	Definitions and interpretation.....	1
2.	Obligations	1
3.	Acknowledgements	2
4.	Revenue Share Fee	3
5.	Minimum Marketing Activities audit	5
6.	Interest.....	6
7.	Commencement and Termination	6
8.	Consequences of termination	7
9.	Reporting and accounting obligations of INFINOX	8
10.	Intellectual property rights.....	8
11.	Restrictions	9
12.	Warranties.....	9
13.	Limitation of liability	9
14.	Intellectual property indemnities	10
15.	Notice.....	11
16.	Entire agreement.....	11
17.	General.....	11
	Definitions and interpretation	14
	Schedule 2	18
	Software, terms and conditions	18
	Schedule 3	19
	Minimum Marketing Activities.....	19

DATE: 2017

PARTIES:

(1) **INFINOX Capital Ltd** (registered in England with number 06854853).
Registered Office: Birch in Court, 20 Birch in Lane, London, EC3V 9DU,
United Kingdom (**INFINOX**); and

(2) _____ (registered in _____ with number _____).
Registered Office: _____

(Company).

1. Definitions and interpretation

The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Obligations

2.1 INFINOX undertakes to:

- 2.1.1 provide the Software;
- 2.1.2 provide Support;
- 2.1.3 provide access to the INFINOX Affiliate Portal;
- 2.1.4 provide access to results and data through the INFINOX Affiliate Portal;
- 2.1.5 supply the Products to Company's customers for use pursuant to this agreement;
- 2.1.6 use reasonable endeavours to ensure that the System is in place and remains operational;
- 2.1.7 provide Company with the information needed for Company to invoice INFINOX under the terms of this agreement; and
- 2.1.8 pay to Company (upon receipt by INFINOX of an appropriate VAT invoice) the Revenue Share Fee.

2.2 Company undertakes:

- 2.2.1 advertise exclusively in accordance with FCA guidelines <https://www.fca.org.uk/firms/financial-promotions-adverts>
- 2.2.2 advertise in social media exclusively in accordance with FCA guidelines <https://www.fca.org.uk/news/press-releases/fca-confirms-approach-financial-promotions-social-media>

- 2.2.3 to provide INFINOX with the timing and nature of all and any advertising campaigns prior to such advertising campaigns taking place;
- 2.2.4 to, at its own cost, sell and distribute the Branded Products clearly indicating risk warnings set out by INFINOX from time to time;
- 2.2.5 to provide the Minimum Marketing Activities;
- 2.2.6 not to do or omit to do anything to reduce or diminish the reputation, image and prestige of INFINOX, the Software or the System;
- 2.2.7 to distribute and sell the Products only in the course of normal cash trading;
- 2.2.8 not to do anything in relation to use of the Products that infringes the rights of any third party;
- 2.2.9 not to do anything which may be taken to indicate that it has any right, title or interest in the Software other than pursuant to this agreement;
- 2.2.10 not to issue or permit the issue of any press release or public announcement relating to INFINOX, the Products or the System without the prior written consent of INFINOX;
- 2.2.11 to comply with all laws and regulations in the Territory in relation to the Products and the Minimum Marketing Activities; and
- 2.2.12 to obtain and maintain, at all material times during the Term, all licences and consents and enter into all such agreements as will be properly required for Company to be able to undertake its obligations under this agreement.

3. Acknowledgements

- 3.1 Both parties acknowledge that:
 - 3.1.1 Company will be responsible for the distribution of the Products in the Territory on a non-exclusive basis;
 - 3.1.2 parts of the System will be dependent on the activities of third parties;
 - 3.1.3 that by its very nature the System will be international and that it may not be possible for the parties to comply with every law in the jurisdiction in which the System may impact;
 - 3.1.4 INFINOX is entitled to make changes to the Software;
 - 3.1.5 INFINOX will be entitled (but not obliged) to market and promote the System; and

- 3.1.6 where End Users do not make real investments using the System no Revenue Share Fee will be payable to Company.
- 3.2 INFINOX will have no obligation to provide the System where faults arise from:
 - 3.2.1 misuse or incorrect use of or damage to the Software;
 - 3.2.2 failure to maintain the necessary environmental conditions for use of the Software; or
 - 3.2.3 use of the Software in combination with any equipment or software not provided by INFINOX or any fault in any such equipment or software.

4. CPM, CPC, CPI, CPL, CPR, CPA Share Fees

- 4.1 CPM is defined as Cost Per 1,000 views of INFINOX advertising, meaning views of approved banners and texts.
- 4.2 CPC is defined as Cost Per Click, meaning the cost per visit to an INFINOX landing page.
- 4.3 CPI is defined as Cost Per Interaction, such as the cost per download of a trading client.
- 4.4 CPL is defined as Cost Per Lead, meaning the cost per set of unique contact details that permit INFINOX to contact a potential customer.
- 4.5 CPR is defined as Cost Per Registration, meaning the cost per unique customer that has both passed identity, anti-money laundering, know your customer and INFINOX compliance verification.
- 4.6 CPA is defined as Cost Per Acquisition, meaning the cost per customer who makes a First Time Deposit (FTD).
- 4.7 CPM, CPC, CPI, CPL, CPR and CPA Share Fees
 - 4.7.1 are payable only for unique customers first introduced to INFINOX by the Company;
 - 4.7.2 enable the Company to withdraw all earned funds with no Retention by INFINOX;
 - 4.7.3 are payable monthly in arrears; and
 - 4.7.4 are subject to separately mutually agreed pricing.

5. Revenue Share Fee

- 5.1 Revenue Share Fees are payable only subject to separately mutually agreed pricing; and if such agreement is reached, this agreement sets out the terms of such Revenue Share Fees.
- 5.2 Where End Users make real investments on the System a Revenue Share Fee may be payable to Company on the terms of this clause 5.

- 5.3 In each month where End Users have made real investments and the aggregate Net Investment Revenue received from such End Users exceeds £1,000 (one thousand pounds) INFINOX will provide to Company a report giving:
- 5.3.1 an account of the Net Investment Revenue received from such End Users;
 - 5.3.2 the Revenue Share Fee payable;
 - 5.3.3 the Retention.
- 5.4 Where the Revenue Share Fee is less than £1,000 (one thousand pounds) INFINOX will retain such sum (Accumulated Amount) and add it to future Revenue Share Fees payable until such amount exceeds £1,000 (one thousand).
- 5.5 Where the Revenue Share Fee including the Accumulated Amount is more than £1,000 (one thousand pounds):
- 5.5.1 Company will invoice INFINOX for the Revenue Share Fee less the Retention on the basis of the information provided in clause 5.3.
 - 5.5.2 INFINOX will pay to Company the Revenue Share Fee less the Retention no later than the fifteenth day following receipt of the invoice pursuant to clause 5.5.1.
- 5.6 The Revenue Share Fee will be calculated as follows:
- 5.6.1 20 per cent. of the Net Profit for each month during which Company has fulfilled its Minimum Marketing Activities as set out in Schedule 3 until such time as:
 - 5.6.1.1 the 100th End User registers on the System, after which such percentage will be increased to 30 per cent.; and
 - 5.6.1.2 the 1,000th End User registers on the System, after which such percentage will be increased to 40 per cent.
 - 5.6.2 ten per cent. of the Net Profit for each month during which Company has not fulfilled the Minimum Marketing Activities as set out in Schedule 3 until such time as:
 - 5.6.2.1 the 100th End User registers on the System, after which such percentage will be increased to 20 per cent.; and
 - 5.6.2.2 the 1,000th End User registers on the System, after which such percentage will be 10 per cent.

6. Payments

- 6.1 Subject to clauses 4 and 5, INFINOX will pay the CPM, CPC, CPI, CPL, CPR, CPA Share Fees and Revenue Share Fee due to Company to Company's bank account at:
- 6.1.1 Bank name:
Sort code:
Account number:
- 6.2 Any sums payable under this agreement are expressed exclusive of and will be subject to VAT if applicable which will be charged at the then applicable rate and paid in addition to the amounts specified above subject to receipt by the paying party of an appropriate VAT invoice therefore.
- 6.3 All payments to be made under this agreement will be made in pounds sterling or such other currency as is mutually agreed or may then be the lawful currency of the United Kingdom to a bank account nominated in writing by the recipient and will be deemed paid only when received in cleared funds to such account. Where payment is due on a day which is not a Business Day, payment may be made on the next Business Day.

7. Minimum Marketing Activities audit

- 7.1 Not later than seven days before each Quarter, Company will deliver to INFINOX a written statement specifying what marketing activities it intends to perform during the following Quarter and at what cost, INFINOX shall at its sole discretion approve or not approve such written statement, such approval not to be unreasonably withheld.
- 7.2 Within seven days of the end of each Quarter, Company will deliver to INFINOX a written statement specifying what marketing activities it has performed during that Quarter and at what cost (**Marketing Report**).
- 7.3 Within seven days of receipt of the Marketing Report INFINOX will verify whether Company has achieved its Minimum Marketing Activities in the previous three calendar months.
- 7.4 If Company has achieved its Minimum Marketing Activities in aggregate the Retention will immediately become payable to Company upon receipt of an invoice from Company for such amount.
- 7.5 If Company has not achieved its Minimum Marketing Activities in aggregate the Retention will immediately be released to INFINOX and no claim may be made by Company for such Retention.
- 7.6 Company will and will ensure that all of its Associates and any Persons Connected to it will keep detailed accounts and records of all Minimum Marketing Activities for at least three years or such period as may be required by law or, if longer, until any dispute regarding such records has

been fully resolved. INFINOX or its authorised representatives will, upon giving two Business Days notice in writing, have the right to inspect such accounts and records for the purposes of determining the accuracy of the information supplied by Company pursuant to clause 7.1. INFINOX may also make and take away copies of such accounts and records. This right of inspection will remain in effect for a period of one year following the date of termination of this agreement. INFINOX will pay the fees and expenses of any audit carried out unless the audit reflects a discrepancy of more than five per cent. of the Minimum Marketing Activities reported to INFINOX in the Marketing Report and on the basis of the information in such Marketing Report INFINOX released the Retention in circumstances where it should not have done. In such an event Company will pay the fees and expenses incurred by INFINOX in respect of such an audit and repay the Retention.

8. Interest

If any payment due under this agreement is not made on the due date, interest will accrue on the full amount outstanding at the rate of five percentage points above the base rate of HSBC Bank plc from time to time, from the due date until the date of actual payment.

9. Commencement and Termination

- 9.1 This agreement will commence on the Commencement Date and will continue in force until terminated by the written agreement of both parties or as provided in this agreement.
- 9.2 Either party can terminate this agreement by giving not less than three months' notice in writing.
- 9.3 INFINOX can terminate this agreement by giving seven days notice in writing if Company fails to meet the Minimum Marketing Activities for three consecutive Quarters.
- 9.4 Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating this agreement with immediate effect if:
 - 9.4.1 the Company breaches its obligations set out in Clauses 2.2.1 or 2.2.2 or any regulatory breach deemed by INFINOX to be severe at its sole discretion;
 - 9.4.2 the other party commits any material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified of the breach;
 - 9.4.3 an order is made or a resolution is passed for the winding up of the other party;
 - 9.4.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party,

or if such an administrator is appointed or if documents are filed with the court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

- 9.4.5 a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt;
 - 9.4.6 the other party ceases to carry on its business for 30 consecutive days or more or threatens to do so; or
 - 9.4.7 there is a change of Control of the other party.
- 9.5 This agreement will terminate with immediate effect if, for whatever reason:
- 9.5.1 the System is not operational for more than 90 consecutive days; or
 - 9.5.2 the agreement with the operator of the System is terminated.

10. Consequences of termination

- 10.1 Within seven days of the termination of this agreement Company will provide INFINOX with a Marketing Report.
- 10.2 Within seven days of receipt of the Marketing Report INFINOX will verify whether Company has achieved its pro rata Minimum Marketing Activities since the last Marketing Report.
- 10.3 If Company has achieved its Minimum Marketing Activities, the Retention and any Accumulated Amount will immediately become payable to Company upon receipt of an invoice from Company for such amount.
- 10.4 If Company has not achieved its Minimum Marketing Activities, the Retention will immediately be released to INFINOX and no claim may be made by Company to such Retention but any Accumulated Amount will become payable to Company upon receipt of an invoice for such amount.
- 10.5 Upon termination, Company will immediately:
 - 10.5.1 cease the distribution of the Products; and
 - 10.5.2 return to INFINOX all copies of the Software.

11. Reporting and accounting obligations of INFINOX

INFINOX will, and will ensure that all of its Associates and any Persons Connected to it will:

- 11.1 keep an accurate record of all transactions of the System;
- 11.2 keep separate and accurate accounts of the Gross Profit and Net Investment Revenue;
- 11.3 preserve all accounting information, books and records relating to the System for at least three years or such period as may be required by law or, if longer, until any dispute regarding such records has been fully resolved and permit Company or any person authorised by Company to inspect and take copies of any such information;
- 11.4 allow Company the right to inspect the records and accounts to be kept under clauses 11.1, 11.2 and 11.3 by its authorised representative or representatives on reasonable notice during business hours and to take copies of the same save that this right will not be exercisable more than twice in any calendar year;
- 11.5 upon inspection by Company, reimburse Company' reasonable expenses in respect of an inspection where Company' inspection discloses a discrepancy in any accounting returns or information adverse to Company of more than five per cent.

12. Intellectual property rights

- 12.1 Company acknowledges that all intellectual property rights in the Software and any Modifications belong and will belong to INFINOX and Company will have no rights in or in relation to the Software and Modifications other than the right to use it in accordance with the terms of this agreement.
- 12.2 INFINOX acknowledges that all intellectual property rights in the Company Branding belongs and will belong to Company and INFINOX will have no rights in or in relation to the Company Branding other than the right to use it in accordance with the terms of this agreement.
- 12.3 Nothing in this agreement will prevent INFINOX or any Person authorised by INFINOX from using the Software for Products in any manner in the Territory or elsewhere.
- 12.4 Nothing in this agreement prohibits INFINOX from:
 - 12.4.1 developing software for Products other than the Products;
 - 12.4.2 operating casino services for other sales channels or with other partners; or

- 12.4.3 developing software tailored for its clients similar to the Software incorporated in the Products for use in different mediums.¹

13. Restrictions

Company will not be involved, directly or indirectly with any other mobile gambling services or assist any other Person from being so involved during the Term and for a twelve month period after termination of this agreement.

14. Warranties

- 14.1 INFINOX warrants to Company that:
 - 14.1.1 the Software is original to or properly licensed to INFINOX, and that title to and property in the Software is vested in or properly licensed to INFINOX and is free and unencumbered; and
 - 14.1.2 INFINOX has the right, power and authority to enter into this agreement.
- 14.2 INFINOX does not warrant that the use of the Software in the Products or the System will be uninterrupted or error free.
- 14.3 INFINOX does not warrant or represent that all faults will be fixed or will be fixed within a specified period of time.
- 14.4 Company warrants to INFINOX that:
 - 14.4.1 it has the right, power and authority to enter into this agreement;
 - 14.4.2 it will use its best endeavours to achieve the Minimum Marketing Activities and acknowledges that if it fails to do so the Revenue Share Fee will be reduced by the amount of the Retention pursuant to clause 5.6;
 - 14.4.3 it will not use the Products in any way except as provided under this agreement;
 - 14.4.4 it will only provide the “make real investments” option of the Branded Products through the System; and
 - 14.4.5 it will give notice to INFINOX as soon as it is reasonably able upon becoming aware of any breach of warranty.

15. Limitation of liability

- 15.1 Subject to clauses 15.2 and 16 neither party will have any liability for any losses of damages which may be suffered by the other (or any person claiming under or through the same) whether the same are suffered

¹ we must discuss

directly or indirectly or are immediate or consequential, arising under this agreement or in tort (including negligence or breach of statutory duty) misrepresentation or however arising, which fall within the following categories:

- 15.1.1 special damage even though that party was aware of the circumstances in which such special damage could arise;
 - 15.1.2 loss of profits, anticipated savings, business opportunity or good will;
 - 15.1.3 loss or corruption of data; and
 - 15.1.4 Consequential Loss.
- 15.2 The exclusions in clause 15.1 will apply to the fullest extent permissible at law but neither party excludes any liability for death or personal injury caused by its negligence, or the negligence of its employees or agents, or for fraud.
- 15.3 Subject to clauses 15.1 and 15.2 the total liability of any party to the other (whether in contract, tort or otherwise) under or in connection with this agreement or based on any claim for indemnity or contribution will not exceed 100 per cent. of the total Revenue Share Fee (excluding any VAT, duty, sales or similar taxes) paid or payable less any Retention during the preceding 12 month period or, if the duration of the agreement has been less than 12 months, such shorter period, as applicable.
- 15.4 Neither party will have any liability to the other in respect of any claim under clause 15.3 unless the claiming party has served notice of the same on the defaulting party as soon as is reasonably practicable and in any event no later than 12 months after the date on which such loss or damage arose.

16. Intellectual property indemnities

- 16.1 INFINOX undertakes to defend Company from and against any Infringement Claim and will fully indemnify and hold harmless Company from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against Company as a result of or in connection with any such Infringement Claim except for where the Infringement Claim arises in connection with:
- 16.1.1 the Company Branding;
 - 16.1.2 any use of the Branded Products other than under the terms of this agreement (including misuse or incorrect use) or the terms of use of the Branded Products; or
 - 16.1.3 any use of the “make real investments” options of the Branded Products other than through the System.

- 16.2 Company undertakes to defend INFINOX from any Infringement Claim in relation to the Company Branding and will fully indemnify and hold harmless INFINOX from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against INFINOX as a result of or in connection with any such Infringement Claim.

17. Notice

- 17.1 Any notice or other communication given under this agreement must be in writing delivered personally or sent by first class post, or transmitted by fax with a confirmatory copy sent by first class post, to the relevant party's address specified in this agreement or to such other address and fax number as either party may have last notified to the other.
- 17.2 Any notice or other communication is deemed to have been duly given on the day it is delivered personally, if delivered between 9.00 a.m. and 5.30 p.m. on a Business Day or the following Business Day if it was not delivered at such time, or on the third Business Day following the date it was sent by post, or on the next Business Day following transmission by fax.

18. Entire agreement

- 18.1 This agreement and the documents referred to in it, constitute the entire agreement between the parties and supersede all other agreements or arrangements, whether written or oral, express or implied, between the parties or any of them.
- 18.2 Each of the parties agrees that in entering into this agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding of any person, whether party to this agreement or not, other than as expressly repeated in this agreement.
- 18.3 Nothing in this clause 18 will operate to limit or exclude any liability for fraud.

19. General

- 19.1 Neither party will be affected by any delay or failure in exercising or any partial exercising of his rights under this agreement unless he has signed an express written waiver or release.
- 19.2 Company will not assign all or any part of this agreement, subcontract or otherwise transfer all or any part of this agreement without the prior written consent of INFINOX, such consent not to be unreasonably withheld or delayed.
- 19.3 INFINOX may assign, subcontract or otherwise transfer all or any part of its rights or benefits under this agreement.

- 19.4 If any provision of this agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:
- 19.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
 - 19.4.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.
- 19.5 The rights, powers and remedies provided in this agreement are cumulative and not exclusive of any rights, powers and remedies provided by law. The exercise or partial exercise of any right, power or remedy provided by law or under this agreement will not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 19.6 Nothing in this agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.
- 19.7 Each party agrees and undertakes that during the Term of this agreement and thereafter it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party Confidential Information unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this agreement or subsequently comes lawfully into the possession of that party from a third party. To the extent necessary to implement the provisions of this agreement each party may disclose the Confidential Information to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party will make those employees aware of its obligations of confidentiality under this agreement and will at all times procure compliance by those employees with them.
- 19.8 Neither party is to be liable to the other for failure to perform any obligation under this agreement to the extent that the failure is caused by any factor beyond the reasonable control of the parties.
- 19.9 Each party will comply with the requirements under the Data Protection Act 1998 as amended from time to time and any equivalent legislation in the Territory.
- 19.10 No term of this agreement is intended for the benefit of any third party, and the parties do not intend that any term of this agreement should be enforceable by a third party, either under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

- 19.11 This agreement will be binding upon each party's successors and assigns and personal representatives.
- 19.12 Each individual executing this agreement on behalf of a party represents and warrants that he is empowered to execute it and that all necessary action to authorise its execution has been taken.
- 19.13 This agreement may be executed in any number of counterparts, but will not take effect until each party has executed at least one counterpart. Each counterpart will constitute an original, but all the counterparts together will constitute a single agreement.
- 19.14 This agreement is to be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts to settle any dispute in connection with this agreement.

Definitions and interpretation

1. The provisions of Schedule 1 apply to the interpretation of this agreement including the schedules.
2. The following words and expressions have the following meanings:

Accumulated Amount	as defined in clause 5.4.
Associate	<p>in relation to any Person:</p> <ol style="list-style-type: none"> 1. a business partner of such Person; 2. any Person having Control of, or a Controlling Interest in, such Person; or 3. any company, corporation, firm or statutory or other independent legal entity over which such Person has Control, or in which such Person has a Controlling Interest.
Branded Products	Products branded INFINOX and, if so mutually agreed in writing, also branded with custom branding.
Business Day	any day between Monday and Friday, inclusive, on which clearing banks are open in the City of London.
Close Relative	in relation to any Person: the husband, wife (or regular partner), brother, sister, mother, father, son, daughter or the husband, wife (or regular partner), mother, father, son or daughter of any such person.
Commencement Date	the date of this agreement.
Confidential Information	all information of a confidential nature (including trade secrets and information of commercial value) which may become known to that party from the other party.
Connected	<p>in relation to any Person:</p> <ol style="list-style-type: none"> 1. owning or having effective Control of ten per cent. or more of the

	equity or voting share capital in such a Person: or
	2. being a Close Relative or Associate of such a Person.
Consequential Loss	<ol style="list-style-type: none"> 1. pure economic loss; 2. losses incurred by any customer of Company, INFINOX or other third party; 3. loss of profits (whether categorised as direct or indirect); 4. losses arising from business interruption; 5. loss of business revenue, goodwill, anticipated savings; or 6. losses whether or not occurring in the normal course of business, wasted management or staff time.
Control	the right or power to require the Person controlled to do something.
Controlling Interest	<p>in respect of a company or other independent legal entity:</p> <ol style="list-style-type: none"> 1. the ownership or Control of 30 per cent. or more of the equity or voting share capital in it; or 2. the Control of the composition or votes of its board of directors.
End Users	customers of the Branded Products who “make real investments” on the System.
Gross Revenue	the total (before deduction of any betting or other applicable money) of all winnings received by INFINOX from End Users.
Infringement Claim	claim or action that the possession, use, development, modification or maintenance of the Branded Products (or any parts thereof) infringes the

	intellectual property rights of a third party.
Marketing Report	as defined in clause 7.1.
Minimum Marketing Activities	as set out in Schedule 3.
Modifications	<ol style="list-style-type: none"> 1. any change or amendment to, or upgrade or new version of the Software; or <p>any new release of the Software which from time to time is marketed and offered for purchase by INFINOX to Company for use on the terms of this agreement.</p>
Net Investment Revenue	<p>the Gross Revenue received by INFINOX less:</p> <ol style="list-style-type: none"> 1. any value added less tax or other duty; 2. gaming licence fees (if any); 3. payment handling costs such as transaction fees and transactions which are reversed by instructions from the End Users' bank (commonly referred to as chargebacks); 4. gaming taxes; 5. 15 per cent. for all other costs including hosting, operation, customer care and maintenance; and 2. any returns paid to End Users relating to the paying activities of such End Users on the System.
Person	<ol style="list-style-type: none"> 6. a natural person, firm, company, corporation or other statutory or independent legal entity.
Products	Forex and Range Spreads products and services to trade Forex, Indices, Commodities and Sentiments as set out by INFINOX from time to time.

Quarter	Calendar quarter commencing 1 st January and each consecutive period of three calendar months during the Term and the period from the end of the last Quarter before Termination and the date of Termination.
Retention	20 per cent. of the Revenue Share Fee.
Revenue Share Fee	the fee payable to Company by INFINOX under this agreement as defined in clause 5.6.
Software	the software developed by INFINOX as more particularly described in Schedule 2, for the Products.
System	the system within which the Products can be played for "cash" which is operated by a third party, ÅLANDS PENNINGAUTOMATFÖRENING, an association specialised in gaming which operates Internet gaming.
Term	the period from the Commencement Date until Termination.
Termination	termination of this agreement under clause 9.
Territory	UK.

- Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- Unless otherwise stated, a reference to a clause or party is a reference to respectively a clause in or a party to this agreement.
- The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.

Schedule 2
Software, terms and conditions

The Software consists of such online and downloadable applications and services that INFINOX makes available from time to time.

At the time of execution of this agreement, the Software consists of:

- MT4 Forex for online, download and smartphone use
 - Forex
 - Commodities
 - Indices
- Range Spreads for online and smartphone use
 - Forex
 - Commodities
 - Indices
 - Sentiments
- Web site <http://www.infinox.com>

The client terms and conditions of use are set out on <http://www.infinox.com> .

Schedule 3
Minimum Marketing Activities

Company undertakes to perform the following Minimum Marketing Activities:

Activity	Reach	Registration rate	Conversion rate	Acquired players	Cost of acquisition	Duration		Repeat dates
						From	To	
TV								
Online media								
Affiliate marketing								
Pay per click search								
Viral								
Email marketing								
Search engine optimization								
Direct marketing								
Co registration								
Total								

Executed as a deed by
INFINOX Capital Ltd
acting by a director:

Director

Executed as a deed by
Company Consulting
acting by a director:

Director