

WEB AFFILIATE and SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered on this day 9th February 2012, by and between

1) **GoldBet Sportwetten GmbH**, duly organized under the laws of Austria, having its registered seat in Innsbruck, Eduard Bodem Gasse 8/2 (hereinafter referred to as "We" or "GoldBet") and

2) **Global Gaming Network**, duly organized under the laws of the United States of America, having its seat at Global Gaming Network, Inc. 5850 W. 3rd Street, Suite #146, Los Angeles, CA 90036 (hereinafter referred to as "You" or "GGN").

Whereas

GGN is company which provides a service sport scores alert by sending SMS to mobile phone and emails reporting the scores of many games and matches of various sports in different countries. GoldBet is duly authorized from the Austrian Gambling Commission and Malta Lotteries and Gaming Authority for the services offered through the website www.goldbet.com (the "Website") GoldBet wishes to insert GGN in its web affiliate program as described further below, which GGN has agreed to do upon and subject to the terms and conditions hereinafter, and limited to Canadian clients.

now it is hereby agreed as follows

The following are the terms and conditions of your Agreement to become a member of the GoldBet Affiliate Program. By applying to be an affiliate and placing a text link to GoldBet from your SMS alert service, You agree to be bound by all the terms and conditions set forth in this Agreement.

Modifying This Agreement

GoldBet may modify any of the terms and conditions contained in this Agreement, at any time and at its sole discretion, by sending You a notice identifying the changes. Modifications may include, but are not limited to, changes in the referral fees, payment schedule or other rules. IF ANY CHANGE IN THE AGREEMENT IS UNACCEPTABLE TO You, You MAY TERMINATE THIS AGREEMENT BY NOTIFYING GOLDBET IN WRITING WITHIN 10 WORKING DAYS. Failing notification of the intention to terminate the Agreement within the aforementioned term constitutes binding acceptance of the changes.

Your Rights and Responsibilities

Linking to GoldBet

By agreeing to participate in the GoldBet Affiliate Program, You agree to create, only for your Canadian clients, a unique text link from your SMS alert service to GoldBet (the "Service"). The form of such link must be approved by GoldBet. You shall not make any claims, representations, or warranties in connection with GoldBet, and You shall have no authority to, and will not, bind GoldBet to any obligation without first obtaining written permission from GoldBet or its authorized agent.

Agreements

You agree to all of the terms set forth herein and to positively endorse GoldBet at all times and maintain the contents of your SMS alerts 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, or violation of intellectual property rights.

You must provide true and complete information to GoldBet at all times; including but not limited to, your identity, contact information, payment instructions, and any other information that GoldBet may reasonably request from time to time.

GoldBet grants 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 GoldBet may at any time (directly or indirectly) solicit referrals on terms that may differ from those attained here, or operate or contract with companies that are similar to, or compete with, your company

Exclusivity

For the entire duration of this Agreement, You expressly undertake not to provide the Service to any competitor of GoldBet nor to companies operating in the field of sports betting and gambling in general.

Responsibility for your SMS and site and other marketing materials

You will be solely responsible for the development, operation and maintenance of your SMS alert service and for all materials that appear on your SMS. For example, You will be solely responsible for ensuring that materials and text posted in your SMS are not libelous or otherwise illegal. GoldBet disclaims all liability for these matters. Further, You will indemnify and hold GoldBet harmless from all claims, damages and expenses (including, but not limited to, attorneys' fees) relating to the development, operation, maintenance and contents of your SMS alerts and of your site 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).

License to Use Trademarks

GoldBet hereby grants You a non-exclusive, non-transferable license, during the term of this Agreement, to use the GoldBet intellectual property trademarks provided by GoldBet solely in connection with the promotion of GoldBet.com. The license is granted for, and strictly limited to, the performance of this Agreement, and any use of trademarks for any different purpose is prohibited. This license cannot be sub-licensed, assigned or otherwise transferred by You. Your right to use the marks is limited to, and arises only out of, this license to use GoldBet.com material. You shall not assert the invalidity, unenforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. Further, You agree to keep accurate and updated information about GoldBet current on your site.

Confidentiality

During the term of this Agreement, You may have access to confidential information relating to GoldBet, its business, operations, plans, software, technical processes and formulas, intellectual property, product designs, sales, costs, and financial information, relationships, projections and usage rates or underlying technology of GoldBet and/or the referral program ("Confidential Information").

You will receive all such Confidential Information in confidence and agree: (i) to keep such Confidential Information in strict confidence and secrecy; (ii) not to reproduce or retain any copies thereof in any form or medium, without the express prior written consent of GoldBet (iii) not to use such Confidential Information save for complying with its obligations under this Agreement; (iv) not to disclose the same to a third party other than the party's contractors, agents or professional advisers in accordance with (iv), or any third party having a legal right to obtain disclosure thereof; and (v) to restrict any disclosure of the relevant and necessary parts of the Confidential Information to such of its employees, contractors, agents or professional advisers who of necessity need the same in the performance of their duties as envisaged by this Agreement and in such circumstances

to ensure that such employees, contractors, agents or professional advisers are aware of the confidential nature of the Confidential Information.

This Clause shall not apply in respect of Confidential Information or any part thereof which is already or becomes in the public domain (except through a breach of the obligations imposed under this Agreement) or where disclosure of such Confidential Information is required by applicable law or, to the extent relevant, the regulations of any stock exchange or listing authority or the Panel on Take-overs and Mergers, or any other government or regulatory organization provided that, if practicable, the party required to make such disclosure first consults and takes into account the reasonable requirements of the other party.

Each party will establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of the other party's information and data in its possession and to prevent unauthorized access thereto or use thereof.

These obligations of confidentiality shall survive the termination of this Agreement.

Referral Fee and Payment

Each month Goldbet will pay GGN a referral fee equal to 40% of the net profit from the transactions made for the entire GGN player network (the "Fee")


Net profit is defined as player stakes, less player payouts, less player bonuses ("Net Profit").

Payment will be made monthly, by the 15th day of the month, and credited to your specified GoldBet account. GoldBet may accrue credits until such credit(s) equal at least €300.

Modifications to this agreed Fee are effective when made, notwithstanding failure to notify any person. IF ANY CHANGE IN THE FEE IS UNACCEPTABLE TO You, You MAY TERMINATE THIS AGREEMENT BY NOTIFYING GOLDBET IN WRITING WITHIN 10 WORKING DAYS. Failing notification of the intention to terminate the Agreement within the aforementioned term constitutes binding acceptance of the changes.

Referral fees will be based upon our good faith calculation based on the referred player statistics available to GoldBet. GoldBet is not responsible for any fees not properly credited to You that GoldBet is unaware of due to computer error or other reasons. Activity reports will generally be available online by accessing the affiliate reporting site at <http://www.incomeaccess.com>. Income Access will make reasonable efforts to have this link available at all times, however there may be instances that it is unavailable during technology maintenance and updates.

Once You become an affiliate, You will have access to all marketing material containing a unique affiliate code. When a potential customer links to GoldBet's website, they receive a cookie on their computer with your code. This code will generally stay on their computer for 30 days unless removed. If the customer leaves the site and returns while the cookie is active they will be recognized as your referral. When they register at GoldBet during this time period, your customer's account will be tagged with your code. GoldBet is not responsible for any problems or errors with the process of tagging an account with your code.

Deposit of payment or acceptance of payment transfer will be deemed full and final settlement of all fees due for the month indicated unless You sent us notice of disagreement with the amount payable within twenty (20) days from the date payment is made. The failure to timely send such notice irrevocably waives your right to contest any fees due for the relevant time period and any prior time period. 

Anti-Predatory Advertising Policy

No affiliate will replace, intercept, interfere, hinder, disrupt or otherwise alter in any manner the web users online access, view or usage of, or other aspect of the web users online experience at any affiliates webpage (as defined below) in a manner that causes or otherwise results in a different experience from that which was otherwise intended by such affiliate.

No Affiliate will 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 an affiliate webpage (including without limitation any return visit to GoldBet.com to which such click-through or other traffic reached or intended to reach) with the result of reducing compensation or other payment earned by or owing to an affiliate or increasing any payment obligation of GoldBet.com with respect to any individual transaction.

Affiliates will be removed from the GoldBet Affiliate Program and forfeit any pending commissions if they are utilizing or distributing software downloads that potentially enable diversions of commission from other affiliates in our program.

Term and Termination

The term of this Agreement will begin on the signing date and will be continuous unless and until either party notifies the other in writing that is wished to terminate the Agreement. Termination may be accomplished by either You or GoldBet for any reason or not 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.

If termination is by GoldBet and is not caused by violation of this Agreement, You will be entitled to unpaid referral fees, if any earned by You on or prior to the date of termination, and to all referral fees arising out from the play occurring after the termination date, both as subject to modification described above.

If termination is initiated by You, You will be entitled to unpaid referral fees, if any earned by You on or prior to the date of termination.

If the termination is by GoldBet as a result of a violation of this Agreement, You will not be entitled to unpaid referral fees, if any earned by You on or prior to the date of termination. Nor will You be entitled to referral fees with respect to play occurring after the termination date.

You must remove all GoldBet banners/icons from your SMS and from your site and disable the link to GoldBet upon termination of this Agreement for any reason.

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

Upon termination of this Agreement for any reason, GoldBet may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

Upon termination of this Agreement for any reason, You will return to GoldBet 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 designation of GoldBet.

Before or after termination of this Agreement, GoldBet reserves the right to modify this Agreement or the Fee as described above, with such modification effective immediately.

Relationship of Parties

Both You and GoldBet 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 SMS, on your site or otherwise, that contradicts anything in this paragraph.

Indemnity

You shall defend, indemnify, and hold GoldBet, its directors, officers, employees, 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 any warranty, representation, or 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 banners and link or this referral program.

Disclaimers

GoldBet makes no express or implied warranties or representations with respect to the referral program or referral fee 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, GoldBet makes no representation that the operation of our site will be uninterrupted or error-free, and GoldBet will not be liable for the consequences of any interruption errors.

Operating Agreement and Disclosure

Limitations of Liability

GOLDBET 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 REFERRAL PROGRAM, EVEN IF GOLDBET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GOLDBET'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE TO You UNDER THIS AGREEMENT. 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 referral fee generated and is limited to direct damages.

GoldBet may in its sole discretion, with or without notice, use any available means to block or restrict certain players, sign ups, deposits 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. GoldBet does not guarantee or warrant the success of such fraud prevention efforts.

Governing Law

This Agreement will be governed by Austrian laws, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in Innsbruck and You irrevocably consent to the jurisdiction of its courts. You AGREE TO BRING ANY ACTION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT IN INNSBRUCK AND IN NO OTHER JURISDICTION.

Assignability

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding and enforceable against You and GoldBet.

Non-Waiver

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 GOLDBET. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

Remedies

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. 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.

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.

Operating Agreement and Disclosure

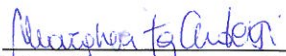
You understand that gambling laws may vary from city to city, state to state and country to country. You HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCALE WHICH APPLY TO YOUR ACTIVITIES AND REPRESENT TO GOLDBET THAT You MAY PARTICIPATE IN ITS AFFILIATE PROGRAM WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

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.

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.

Stephen Kern
Global Glaming Network

Mauro Ripamonti
GoldBet Sportwetten GmbH



Margherita Simona Giudetti
GoldBet Sportwetten GmbH