

This AFFILIATE AGREEMENT (the "Agreement") is entered into between Asset Protector Group, LLC ("APG"), a company domiciled in CR and owner of APG-LLC.BIZ website and you, as a participant in the affiliate program ("Affiliate"). Background

A. APG is in the business of personal financial products services, which are accessed through the use of a personal computer, modem and/or direct Internet access, and by phone.

B. Affiliate undertakes to have APG produce a financial products and services website for the Affiliate website (the "Service"), and Affiliate desires to market and promote the Service. This Service will be advertised, marketed and promoted under the name "APG".

C. Affiliate desires to obtain from APG, and APG agrees to grant Affiliate the non-exclusive right and license to advertise, market and promote the Service, in accordance with the following terms and conditions.

## Terms and Conditions

### 1. Grant of Promotion and Distribution License

1.1 APG grants to Affiliate the non-exclusive, non-transferable right and license to advertise, market and promote the Service, in accordance with the terms and conditions hereof.

1.2 APG grants to Affiliate the non-exclusive, non-transferable right and license to distribute to Affiliate customers, in accordance with the terms and conditions herein, the specialized casino and gaming Software (the "Software") which enables access to the Service. Affiliate shall not under any circumstances reverse engineer, disassemble, decompile, or otherwise attempt to render source code from the Software, or to reproduce or distribute the Software in source code format. Affiliate acknowledges and agrees that the Software is the proprietary property of APG, and that it embodies substantial creative rights, confidential and proprietary information, copyrights, trademarks and trade secrets, all of which shall remain the exclusive property of APG. Affiliate agrees to include such proprietary rights, notices, markings or legends on any advertisements or promotional materials for the Software as APG shall reasonably specify from time to time. The notice shall be as small as possible while remaining legible to the average viewer.

1.3 All other rights and licenses not expressly granted to Affiliate herein are reserved by APG.

### 2. Obligations of APG

2.1 APG will provide access to a sophisticated online reporting system. This system will show which customers have been initiated by the Affiliate and the status of each of the customer's bets. The choice of content for the Service, and the choice of persons retained to deliver the Service's, shall be determined by APG in its sole discretion. APG may at its sole discretion use a periodic reporting system instead of the online system.

2.2 APG shall retain the right to provide the Service in whatever form APG deems appropriate.

2.3 APG shall retain the right to change any part of the Service at anytime, without notice to Affiliate, in whatever manner APG deems appropriate.

2.4 APG shall retain the right to cancel any part of the Service at any time, without notice to Affiliate, in whatever manner APG deems appropriate.

2.5 Notwithstanding anything in this Agreement, APG shall not be held responsible or liable for any loss of income or loss of ability to produce income, on the part of the Affiliate, arising from any inability of APG to deliver the Services contemplated in this Agreement for any reason whatsoever, whether APG is at fault or whether a third party is at fault.

### 3. Obligations of Affiliate

3.1 Affiliate shall use best commercially reasonable efforts to actively and effectively advertise, market and promote the Service as widely and aggressively as possible so as to maximize the financial benefit to Affiliate and to APG. Affiliate shall only engage in advertising, marketing and promotional efforts that do not violate any laws and which reflect positively upon the business reputation of APG. In particular, Affiliate agrees to market the product in a manner that is consistent with the content and style of the Service. In connection therewith, APG shall have the right to review and approve (approval shall not be unreasonably withheld) the manner and methods of advertising, marketing and promotion used by Affiliate in connection with the Service. Approval may be withheld if APG determines, in its sole discretion, that any such activities would tend to reduce the value of, or would impair APG's goodwill and business reputation, or would expose APG to legal liability.

3.2 Notwithstanding any approval by APG given in accordance with section 3.1 of this Agreement, APG shall under no circumstances be held liable for, and Affiliate shall indemnify, defend and hold APG harmless against, any and all claims asserted against APG by reason of Affiliate's marketing and promotional efforts undertaken hereunder.

3.3 Affiliate shall bear all costs and expenses incurred in connection with the advertising, marketing and promotion of the Service, including but not limited to all costs relating to the marketing.

3.4 Affiliate will be responsible for its pro rata portion of any credit card charge backs, NSF cheques or account holder fraud from any account holders referred to APG by Affiliate.

### 4. Compensation

4.1 As used herein, "Affiliate Percentage" shall mean the percentage paid to Affiliate of the Net Profit (NGP) received from a user (the "Customer") that is sent to APG by Affiliate. The actual Affiliate Percentage shall be equal to 20% of the NGP.

4.2 During the term of this Agreement, APG shall pay Affiliate Monthly through the Affiliates APG Commission account.(pay Pal)

### 5. Term and Termination

5.1 This Agreement shall commence and be deemed effective on the date when accepted by an authorized representative of the Affiliate (the "Effective Date"). This Agreement shall be deemed to be accepted by the Affiliate when the Affiliate hits the submit button on the Affiliate Join page. APG can at its sole discretion determine that the volume of business from the Affiliate site is not sufficient to warrant continuation of this Agreement and terminate this Agreement with thirty (30) days written notice.

5.2 Upon termination of this Agreement, Affiliate shall immediately return to APG any and all materials that APG has a proprietary right, and that are in Affiliate's possession and/or in the possession of Affiliate's agents, servants and employees.

5.3 Customers using APG's facilities and all information relating to these Customers shall remain the property of APG at all times during the operation of this contract and after termination.

5.4 If Affiliate at any time stops promoting the Service, APG maintains the right to terminate the Agreement without notice.

## 6. Accounting Statements

6.1 All payments due to Affiliate by APG shall be made Monthly at source through the Affiliates APG account. APG will provide online statements which specify the gross revenues received by APG with respect to the Affiliate Customers, the number of Affiliate Customers and the calculation of the monies being paid to Affiliate. All statements will be prepared and provided by APG.

## 7. Exclusivity, Non-Competition and Ownership of Service Name

7.1 Affiliate agrees, understands and acknowledges that APG may enter into agreements of this type with third parties to promote the Service or a similar version thereof.

7.2 Affiliate has not paid consideration for the use of APG's or APG licensee's trademarks, logos, copyrights, tradenames, the Service name referred to in Recital B, or designations, and nothing contained in this Agreement shall give Affiliate any right, title or interest in or to any of them. Affiliate acknowledges that APG and APG licensees own and retain all copyrights and other proprietary rights in all of the foregoing, as well as any Software supplied by APG. Affiliate shall not at any time during or after this Agreement, assert or claim any interest in or to, or do anything which may adversely affect the validity or enforceability of any trademark, tradename, copyright, servicemark or logo belonging or licensed to APG (including any act or assistance to any act which may infringe or lead to the infringement of any copyright in the Software). Without limiting the generality of the foregoing, Affiliate shall not attempt to register, or assist any third party in attempting to register any trademark, tradename or other proprietary right with any governmental agency, federal, provincial, local or otherwise, or with any other entity or authority, without the express, unequivocal and unambiguous prior written consent of APG. Affiliate shall not attach any additional trademarks, logos or trade designations to the Software and shall ensure that none of the trademarks (or any variation thereof) appear in any portion of Affiliate's name or any name under which Affiliate does business. Affiliate shall not affix a trademark, logo or tradename of APG or APG Licensees to any non-APG product. Affiliate shall not alter, erase, deface or overprint any proprietary rights notice on anything provided by APG.

## 8. Confidentiality and Non-Disclosure

8.1 Affiliate and APG each agrees that during the course of this Agreement, each may have access to and become acquainted with Confidential Information of the other. Affiliate and APG each specifically agrees that it shall not misuse, misappropriate or disclose any such Confidential Information, directly or indirectly, to any third party or use any such Confidential Information in any way, either during the Term of this Agreement or at any time thereafter. Affiliate and APG each acknowledges and agrees

that the sale or unauthorized use or disclosure of any such Confidential Information obtained by the other during the Term of this Agreement shall constitute unfair competition and shall cause the party owning the Confidential Information to suffer great and irreparable harm. Affiliate and APG each further acknowledge and agree that, except as otherwise provided in this Agreement, all such Confidential Information is and will remain the sole and exclusive property of the disclosing party. The terms of this section shall survive the expiration or termination of this Agreement.

8.2 For purposes of this section 9, "Confidential Information" means (a) discoveries, concepts and ideas, whether patentable or not; (b) business or technical information, including but not limited to product or Service plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development, and know-how; (c) any information designated as "confidential", "proprietary", or "secret" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential, proprietary or secret.

8.3 The obligations of section 9.1 shall not apply to the extent that any Confidential Information (a) becomes generally available to the public through no fault of the party to whom it was disclosed; (b) is or has been disclosed to such party directly or indirectly by a person under no obligation of non-disclosure to the disclosing party; or (c) is required to be disclosed under any laws, rules, regulations or governmental orders provided, however, that the party to whom it was disclosed shall have the burden of proving any of the foregoing exceptions by conclusive relevant evidence.

8.4 Notwithstanding anything to the contrary contained herein, the parties agree that the financial terms and conditions of this Agreement are to remain strictly confidential, and that neither party will disclose such financial terms and conditions to any third party without the prior written consent of the other party. This section shall not apply to disclosures which are required by law (such as any APG reporting requirements), by order of a court with competent jurisdiction, or to each party's respective attorneys, accountants, and business advisors under a similar duty of confidentiality.

## 9. Representations, Warranties and Indemnity

9.1 Affiliate warrants, represents and covenants to APG that: (a) Affiliate has the full legal right, power and authority to enter into and perform this Agreement, and to grant to APG the rights set forth in this Agreement; and (b) Affiliate will obtain all necessary rights, licenses, permissions, business permits, and will comply with all applicable laws, rules and regulations in this connection in offering the Service to end-users.

9.2 Affiliate agrees to indemnify and hold APG harmless, and further agrees to defend APG through the service of an attorney chosen and approved by APG, from and against any and all claims, liabilities, causes of action, damages, judgments, costs and expenses (including reasonable attorney's fees) arising out of or in any way connected with any breach or alleged breach by Affiliate of any representation, warranty or agreement contained in this section 10, or elsewhere in this Agreement.

9.3 In no event shall APG be liable to the Affiliate, Affiliate's Customers or any other third party claim for any indirect, special, or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, or other tort or breach of any statutory duty, indemnity or contribution, or otherwise arising out of this Agreement, or the use and promotion of the Service, and/or any other act or omission relating to the Service in any connection to the sale or promotion of the Service, even if, in any such case, APG has been advised of the possibility of such damages.

## 10. No Representation or Guarantee Regarding Profits or Income

10.1 Affiliate agrees, understands and acknowledges that APG, its licensees, its sub entities, its agents, its officers, its directors, and/or accountants have made no representation of any nature whatsoever to Affiliate and/or Affiliate's agents, servants and/or employees regarding profits, income, or money which Affiliate may obtain or generate from the Service and/or from entering into this Agreement and/or from marketing and/or promoting any version of this Service, and/or from any other matter relating to this Agreement and/or to the subject matter of this Agreement. Any expression by APG in this regard is an expression of opinion only and Affiliate agrees understands and acknowledges that they have not been induced to, and/or persuaded thereby to, enter into this Agreement and that Affiliate has entered in to the Agreement of their own free will and choice, without any force or duress, and only after thorough, complete, full, and thoughtful investigation and after obtaining independent advice and counsel from their accountant, their attorney, and their financial advisors.

## 11. Assignment

11.1 This Agreement and rights and duties hereunder may not be assigned or transferred, either in whole or in any part by Affiliate without the express prior written consent of APG, which consent shall not be unreasonably withheld.

## 12. Binding Effect

12.1 This Agreement and the provisions hereof shall be binding upon and inure to the benefit of the subsidiaries, affiliates, officers, directors, employees, agents, families, heirs, beneficiaries, executors, administrators, personal representatives, successors-in-interest and assigns of the respective parties hereto, and any entity which acquires either of the respective parties hereto.

## 13. Severability

13.1 If it is determined by a court of competent jurisdiction that any provision contained in this Agreement is illegal or unenforceable, such determination shall solely affect such illegal or unenforceable provision and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## 14. Further Acts

14.1 Each party agrees to perform such further acts and to execute and deliver to the other party any and all further documents which are required to carry out the purpose and intent of this Agreement or any of the provisions contained herein.

## 15. Notices

15.1 Except as otherwise provided herein, all notices, payments, or any other communications provided for herein shall be in writing or emailed and shall be given by email or personal delivery, or by mail, certified or registered, postage prepaid, return receipt requested, sent to the other party to this Agreement to whom it is given at the address set forth below, or such other address as either party to this Agreement may direct by notice given in accordance with the provisions of this Section. All notices shall be deemed effective upon personal delivery, or seven (7) days following deposit in the mail, or three (3) days following delivery through electronic mail (email):

TO: APG  
Attention: APG Affiliate Manager

Email: affiliates@APG-llc.biz

## 16. Dispute Resolution

16.1 Agreement to Submit to Binding Arbitration. All claims, demands, or disputes of any kind between the parties arising under or related to this Agreement shall first be submitted to mediation before a single mediator selected by the parties. If, after thirty (30) days after such mediation has been initiated, the dispute has not been resolved to the satisfaction of both parties, the parties shall then submit the dispute to binding arbitration conducted in the English language in Vancouver, BC, Canada, under the rules of the International Arbitration Center. Each Party shall select an arbitrator, after which the arbitrators selected by each party shall select a third arbitrator. Any award from the panel of arbitrators shall be confirmable in any court of competent jurisdiction and shall be entered as a judgment enforceable by the prevailing party. Any award from the panel of arbitrators shall include an award of reasonable attorneys' fees and costs to the prevailing party.

## 17. Relationship of the Parties

17.1 This Agreement does not create a partnership or joint venture between the parties hereto and neither party shall have the power or authority to obligate or bind the other in any manner whatsoever.

## 18. Entire Agreement

18.1 This Agreement supersedes all prior negotiations, understandings and agreements between the parties hereto concerning the subject matter hereof. APG may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on this site. Modifications may include, for example, changes in the scope of available Referral fees, fee schedules, payment procedures, and program rules. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

## 19. Governing Law

19.1 This Agreement shall be governed by and construed in accordance with the laws of Vancouver, BC, Canada.

## 20. Survival of Rights

20.1 Notwithstanding anything to the contrary contained in this Agreement, any obligations which remain executory after expiration of this Agreement shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in full force and effect until their expiration.

## 21. Headings

21.1 The headings used concerning the paragraphs and subparagraphs of this Agreement are inserted only for purposes of reference. Such headings shall be not deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.