

**PTG POKER CONSENT FOR
USA LIVE REGULATED AND COMMERCIAL OPERATOR LICENSE AGREEMENT**

NOTICE: THIS LICENSE AGREEMENT (THE “AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND PTG. READ IT CAREFULLY BEFORE USING THE MATERIALS. IT PROVIDES A LICENSE TO USE THE MATERIALS. YOU CAN ACCEPT THIS AGREEMENT BY CLICKING ON THE ACCEPT BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY PTG. YOU MAY NOT USE THE MATERIALS UNTIL YOU HAVE (A) ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND (B) COMPLETED AND SUBMITTED THE PTG POKER CONSENT FORM.

1. Definitions.

- a. “Gaming Authority” means one or more national, federal, state, provincial, tribal, county, municipal or other governmental or regulatory agency having jurisdiction over Gaming Activities.
- b. “Materials” means PTGPoker.com (the “Website”), together with all corresponding documents, text, and graphics and all updates or upgrades of the above that are provided to you.
- c. “Providers” means PTG and any of its officers, directors, or employees, agents, managers and other affiliated companies, and their employees, contractors, agents, officers and directors.
- d. “PTG” means, collectively, Prime Table Games, LLC, Prime Table Games UK and their respective licensors, if any.

2. License.

- a. PTG hereby grants to you a royalty-free, non-transferable, and non-exclusive license to use the Materials, subject to the conditions and limitations set forth in this Agreement, in connection with any Live Game. For purposes of this Agreement, “Live Game” means any game that (i) is operated for profit, (ii) is played in a person-to-person environment with a human dealer (including a playing dealer) and actual cards and without the use of any electronic devices (other than an electronic card shuffling machine) and (iii) is operated pursuant to an approval, certification, finding of suitability, license, permit, or qualification by a Gaming Authority.
- b. You agree that it is your responsibility to ensure that PTG Poker games are in compliance with Gaming Authority regulation.
- c. You agree that you will not make or distribute copies of the Materials except as necessary to use them in accordance with the terms of this license.
- d. You may not alter, merge, adapt, or translate the Materials or create derivative works based upon the Materials.
- e. You may not sell, rent, lease, or sublicense the Materials.
- f. You may not use the Materials in connection with any Live Game that is or will be televised, broadcast or otherwise transmitted in any manner or used on any other electronic platform unless you shall have first obtained the express written consent of PTG.
- g. You agree to use your reasonable best efforts to (i) conduct business in a manner that reflects favorably at all times on the Materials and the good name, goodwill and reputation of PTG, (ii) make no false or misleading representations or statements with regard to PTG or the Materials, and (iii) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive marketing or advertising material with regard to PTG or the Materials.
- h. You agree that you will display, in a conspicuous location wherever the Materials are used, a page that contains solely the information set forth in the PGT website Rules page to (the “PTG Rules

Page”). The PTG Rules Page shall be of a size that is no less than eight (8) inches by eleven (11) inches.

- i. Certain rights are not granted under this Agreement but may be available under a separate agreement.
 - j. PTG may limit, suspend, or terminate this Agreement and your use of the Materials and/or prohibit your access to the Website at any time in its sole discretion. PTG will effect any such limitation, suspension, or termination by providing notice to you to the email address you have provided.
 - k. Upon termination of this Agreement: (i) all rights to use the Materials shall immediately terminate; (b) you shall immediately cease any and all use of the Materials; and (c) you shall immediately destroy all copies of the Materials in your possession or under your control.
- 3. Term and Termination.** The term of this Agreement shall commence on the date that you accept this Agreement and shall expire upon fifteen (15) days’ written notice by either party to this Agreement.
- 4. Ownership of Intellectual Property.** You acknowledge that no title to the copyright of, or other intellectual property rights relating to, the Materials is transferred to you. You further acknowledge that title and full ownership rights to the Materials will remain the exclusive property of PTG or its affiliates, and you will not acquire any rights to the Materials except as expressly set forth above. You agree that any copies of the Materials will contain the same proprietary notices which appear on and in the Materials. All rights not specifically granted in this Agreement are reserved by PTG. “PTG”, “PTG Poker”, “PTG Holdem”, “PTG Omaha” and other trademarks contained in the Materials are trademarks or registered trademarks of PTG in the United States and other countries. You may not remove or alter any trademark, trade names, product names, logo, copyright, or other proprietary notices, legends, symbols or labels in the Materials.
- 5. Indemnification.** You agree to defend, indemnify and hold harmless PTG and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors from and against all liabilities, actions, claims and expenses, including legal fees arising out of or relating to: (a) Your use of the Website, including any data or work transmitted or received by You or any service provider; or (b) Your violation of this Agreement.
- 6. Severability.** In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.
- 7. Governing Law, Arbitration.** This Agreement shall be governed by the internal laws of the State of Nevada without giving effect to principles of conflict of laws. You agree to submit to binding arbitration in Clark County, Nevada in connection with any dispute arising under this Agreement (other than an interim request for equitable relief pending an arbitration). Arbitration proceedings shall be held before a single arbitrator or, if the parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one elected by each party (within ten (10) days after written notice of a dispute and failure to agree on a single arbitrator). The selection of arbitrators and all arbitration proceedings shall be in accordance with the rules of the American Arbitration Association. Judgment on the award by the arbitrator or arbitrators may be entered in any court having jurisdiction over the parties and the subject matter.
- 8. Entire Agreement, Waiver.** This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of PTG to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach.

Should you have any questions concerning this Agreement, or if you desire to contact PTG for any reason, please write to:

Prime Table Games, LLC

7251 Lake Mead Boulevard
Suite 300-123
Las Vegas, Nevada 89128
USA