

These terms and conditions together with the Insertion Agreement form an agreement between DIMSACON LTD, a company established and existing under the laws of Malta, whose registered office is at SOHO THE STRAND FAWWARA BUILDING, TRIQ L- IMSIDA, GZIRA, GZR 1401, MALTA registered with the Trade Register under no. C 92886 (the “Company” or the “Operator”) and the individual/company set out on the relevant application form (hereinafter the “Affiliate”), enabling the Affiliate to join and become a member (if the Affiliate’s application is successful) of the Affiliates Program (“Program”),

The Affiliate shall ensure and undertake that the information provided to the Company when completing the application form is complete, true and accurate in all respects.

Once the Affiliate is a member of the Program, it will promote the Brand by using Content on its Site in return for a Commission.

Each of the Company and the Affiliate shall hereafter be referred to as a “Party” and collectively referred to as the “Parties”.

## 1. Definitions and interpretation

1.1. In this Agreement, the following expressions shall have the respective meanings assigned to them:

Account Manager – means the representative of the Company designated to represent the Company and act as main point of contact in relation to an Affiliate;

Agreement – means together these terms and conditions and the Insertion Agreement;

Affiliate Account – shall have the meaning given to it in Section 2.5;

Affiliate Program – means the affiliate scheme which the Company operates at the Affiliate Program Site;

Affiliate Program Site – means the website located at [lasvegas-partners.com](http://lasvegas-partners.com);

Affiliate Sites – means any website owned and/or operated by the Affiliate and indicated in the Insertion Agreement;

Affiliate Marketing – means any and all marketing activities undertaken by the Affiliate under the Agreement, whether online and/or offline, whether direct and/or indirect including without limitation the Affiliate Sites, Articles, emails, SMS and/or push notifications;

Applicable Laws – means all applicable laws, directives, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law and/or any competent governmental and/or regulatory authority and/or agency;

Articles – means any article written by the Affiliate which contain the Links (if applicable) which shall be displayed solely on the Affiliate Marketing;

Data Protection Legislation – means applicable laws, rules and regulations which relate to the protection of individuals with regards to the Processing of Personal Data including, without limitation and to the extent applicable from time to time: (i) national laws implementing the Electronic Communications Data Protection Directive 2002/58/EC; (ii) the General Data Protection Regulation (2016/679) (the “GDPR”); and/or (iii) any other laws, regulations and rules, relating to the Processing of Personal Data under any Applicable Laws;

**Independent Controllers** – means the relationship where two or more controllers process the same set of personal data, each of them on a different purpose and means of processing, and their respective responsibilities for compliance with the obligations under Data Protection Legislation;

**Gross Revenues** – means the total real money winnings generated by a Referred Player (settled bets less winnings) across the Products on the Sites for the relevant calendar month. For the avoidance of doubt, any bet which is not accepted for a legitimate reason by any of the Operators (at the sole discretion of the Operator), shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue;

**Insertion Agreement** – means the agreement to be signed between the Affiliate and the Company detailing the commercial terms of the cooperation in relation to the Affiliate participating in the Affiliate Program;

**Intellectual Property Rights or IPR** means any rights in computer software (including source codes), databases, know-how, design, copyright, trademarks, logos, service marks, domain names, brands, business names and/or all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future.

**Licensed Materials** – means the Company's and/or any Group Company's logos, trade names, trademarks, service marks and/or similar identifying material as contained in the Links;

**Links** – means banner advertisements, button links, text links and/or other content as determined by the Company which may be provided by the Company to the Affiliate by email and/or through the Affiliate Program Site which will be associated with the Affiliate on the Company's system, all of which shall relate and link specifically to the Sites;

**Net Revenues** – means Gross Revenues less any administration fees of the Program, less any void bets and/or voided bets of the Referred Player, less any credits, bonus, bonus points or other promotional amounts given to a Referred Player, less any licensing fees, applicable gaming taxes, value added taxes, duties and/or similar mandatory payments imposed by any authority having jurisdiction over the Company and/or any of the Operators, any jackpot contributions which the Company and/or any Operator pays in respect of a Referred Player, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Referred Player (including without limitation chargebacks and/or 'preventative' chargebacks), less any other cost, less any third party fees (including without limitation payment processing fees, any end-user verification and validation fees and/or royalties;

**Personal Data** – means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Relative** – means any spouse, partner, parent, child or sibling;

**Referred Player** – means any person: (i) who has not previously registered an account with the Sites and/or any other website and/or application owned and/or operated by the Company and/or the Operators and/or any other Group Company; (ii) who clicks on a Link which the Affiliate displays on the Affiliate Marketing in accordance with the Agreement and such person is directly sent to one of the Sites; (iii) following the foregoing, immediately registers with the Site; (iv) makes the required minimum real money deposit with such Sites within 30 days of registering with the relevant Site and

(v) meets any other eligibility criteria based on these Terms and Conditions or qualifications based on gaming activity which the Company and/or any of the Operators may add from time to time at its discretion;

Referral Commission – means the amount agreed under the Insertion Agreement calculated as a percentage of the Net Revenues and/or CPA with respect to each product offered on the Sites generated by Referred Players in any calendar month. Such amount shall be pro-rated for the first calendar month for the number of days actually delivered in such calendar month, if the Insertion Agreement (as defined below) is signed by both Parties after the first day of the relevant calendar month; As an exception, the amounts and conditions can be agreed via email with the Insertion Order being signed no later than 60 days from the date of the email;

Regulator – means the National Office for Gambling in Romania (ONJN);

Group Company – means any person or entity directly or indirectly controlling, controlled by, or under common control with the Company. For the purpose of this definition, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”) means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise;

Sites – means the following websites: lasvegas.ro, including any device specific versions of such websites and applications as may be amended by the Company from time to time;

## 2. Scope

2.1. This Agreement regulates the terms and conditions for the participation of the Affiliate in the Program, specifically the conditions for the advertising by the Affiliates of the Sites in accordance with the Company’s affiliate marketing strategy.

2.2. By entering into this agreement and subject to the completion of the onboarding process, the Affiliate undertakes to provide advertising services in relation to the Sites in exchange of the Commission.

2.3. The Affiliate acknowledges that the Sites are operated by the Operators that hold gambling licenses and are subject to local laws and regulations that relate to promotion of gambling and specifically promoting gambling and soliciting bets.

2.4. Intentionally left blank.

2.5. During the term of the Agreement, the Affiliate undertakes to immediately provide to the Company with all disclosures (which must be in accurate and in full) with respect to the Affiliate’s license to perform the services under this Agreement, to ensure that the information provided to Company is complete and up to date including without limitation if the Affiliate’s license is cancelled, revoked, discontinued, suspended and/or has expired. In the event that the Affiliate’s license is cancelled, revoked, discontinued, suspended and/or expires, for any reason whatsoever, the Agreement shall automatically and immediately terminate.

2.6. Following the completion of the onboarding process and the execution of the Insertion Agreement, the Company shall set up for the Affiliate an account with the Affiliate Program through the Affiliate Program Site (the “Affiliate Account”) and shall provide the Affiliate with a username for such account. The Affiliate shall set up its own password for the Affiliate Account. The Affiliate Account is solely for the benefit of the Affiliate and the Affiliate undertakes that it shall not allow any

third party to use the Affiliate Account, password to the Affiliate Account or its identity to access and/or participate in the Affiliate Program.

2.7. The Affiliate is fully responsible for any activities undertaken on the Affiliate Account. The Affiliate shall inform the Company immediately if the Affiliate suspects that the Affiliate Account is being accessed and/or used by a third party. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on the Affiliate Account and/or for any damages that may arise from the Affiliate Account.

2.8. The Affiliate acknowledges that the Company may at its sole discretion perform background checks on the Affiliate and request documentation from the Affiliate which the Company may request. The Affiliate undertakes to provide Company with all such documents and information requested by the Company. In the event that the Company does not receive the requested documentation and/or information and/or the Company in any way suspects that the documents are not accurate, have been tampered with and/or are misleading, the Company shall not be obligated to accept such documents as valid and may terminate the Agreement on written notice to the Affiliate.

2.9. Any background checks may include the use of specific third party companies, who perform the investigations. The Company may terminate the Agreement on written notice to the Affiliate on the basis that the background checks provide a negative or uncertain conclusion.

2.10. The Affiliate further acknowledges that promoting or soliciting bets is subject to legal restrictions in some countries and may even be prohibited. Such restrictions may vary from time to time. The Affiliate shall not enter into this Agreement if it targets any markets where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. The Affiliate shall be exclusively liable for such actions and shall hold the Company harmless and shall fully indemnify the Company for any liability incurred by the Company if it doesn't comply with the provision above.

2.11. The Affiliate further confirms that it operates the Affiliate Sites, where the Licensed Materials will be placed, under its own name and that it is fully and without restrictions authorized to dispose thereof.

### 3. Intellectual property rights

3.1. Nothing in this Agreement shall constitute any license, assignment, transfer or any other rights of any Intellectual Property Rights, including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and Confidential Information, etc. which arise in result of entering into or for the purpose of this Agreement.

3.2. All Intellectual Property Rights created and/or deriving out of this Agreement, including, without limitation, banners, advertising material, the Database and Personal Data, shall be or become the sole property of the Company, and the Affiliate shall have absolutely no rights therein.

3.3. The Company grants the Affiliate for the term of the Agreement, a non-transferable, non-exclusive, revocable license to place the Links on the Affiliate Marketing, and solely in connection with the Links, to use the Licensed Materials, for the purpose of promoting the Sites (the "License"). The Company may revoke the License at any time on written notice to the Affiliate, and in such event the Affiliate shall immediately destroy or deliver to the Company all such materials that are in the Affiliate's possession (at the Company's discretion).

3.4. The Affiliate acknowledges that except for the License which may be granted, the Affiliate has not acquired and will not acquire any right, interest and/or title to the Links and/or the Licensed Materials by reason of the Agreement and/or the Affiliate's services provided as detailed in the Agreement.

3.5. The Affiliate undertakes not to: (i) change in any way the Links and/or the Licensed Materials; and/or (ii) use the Links and/or Licensed Materials in a manner that is disparaging and/or which may in any way portray the Company, the Operators and/or any Group Company in a negative light. The Affiliate agrees that its Site shall not resemble in any way the appearance and/or the general impression of the Company's website(s), nor will the Affiliate create the impression that the Affiliate Site is the Company's website(s), or any part thereof.

3.6. The Affiliate agrees to co-operate fully with the Company in order to maintain and/or establish the Links.

3.7. In the event that the Company determines that the Affiliate's use of any Link is not in compliance with the Agreement, the Company may take such measures as to render such Links inoperative.

3.8. The Affiliate undertakes to incorporate and continually display the most up-to-date Links on the Affiliate Marketing and it will not employ no other means without our prior written approval

#### 4. Referral Commission

4.1. In consideration of the Affiliates provision of services provided under and in accordance with the Agreement, the Affiliate shall receive the Referral Commission.

4.2. The amount of the Referral Commission paid to the Affiliate is detailed in the Insertion Agreement.

4.3. The calculation of the Referral Commission shall start from the date both Parties have executed the Insertion Agreement and subject to the Affiliate completing the onboarding. For the cases where the Affiliate is required to hold a valid license issued by the Regulator, the calculation shall start as of the date the Affiliate provides the Company with the valid license to the Company's satisfaction.

4.4. In the unlikely event that the Affiliate receives any Referral Commission when the Affiliate does not possesses a valid license issued by the Regulator or if such license has been cancelled, revoked, discontinued, suspended or expires, the Affiliate will immediately reimburse any and all such Referral Commission paid to the Affiliate and indemnify and hold harmless the Company, the Operators and any Group Company for any loss or damages suffered in relation to this Section 4.4.

4.5. The Affiliate's shareholders, employees and/or their respective Relatives are not eligible to become a Referred Player and should any of them do so, the Company shall not be liable to pay any Referral Commission with respect to such person and such act is considered to be a fraudulent act committed by the Affiliate against the Company.

4.6. The number of Referred Players per individual household, tablet device and mobile device and computer is strictly limited to one.

4.7. In the event that the Affiliate does not direct at least one Referred Player directly through the Links placed on the Affiliate Websites in any calendar month, the Company may reduce the Referral Commission paid at such time by 50% for such calendar month. For the avoidance of doubt, the Referral Commission may be reduced multiple times during the term of the Agreement.

4.8. For the avoidance of doubt, the Referral Commission shall only be payable during the term of the Agreement and in no way whatsoever will the Company be liable to pay any Referral Commission following termination of the Agreement.

4.9. Within approximately 10 (ten) days of the end of each calendar month, the Company shall make available to the Affiliate through the Affiliate Program Site the number of Referred Players generated on the Affiliate Account and the Referral Commission which has been accrued by the Affiliate in the previous calendar month (the "Referral Commission Statement"). Within 5 days of the Referral Commission Statement being made available to the Affiliate, the Affiliate will send an invoice to the Company which contains an amount equal to the Referral Commission for the relevant calendar month by e-mail to the Account Manager. Subject to the receipt of an undisputed invoice at the foregoing email address, the Company shall settle such invoice within 45 (forty five) days' of receipt of such invoice.

4.10. If the Affiliate and another marketing partner of Company and/or any Group Company directs a person to the Sites and such person becomes a Referred Player, the Company shall pay the party which last directed such person to the Sites and the person has subsequently registered with the Sites.

4.11. Any amount paid to the Affiliate under the Agreement, shall include without limitation all taxes (such as VAT, where applicable), duties, fees, excises or tariffs. In the event that the Company or any Operator is required to withhold and/or deduct on account of any taxes, all such withholdings and/or deductions shall be considered as paid to the Affiliate. In addition, the Company shall have no obligation to increase such payments of Referral Commission to the Affiliate in the event that any taxes, duties, withholdings or deductions and/or other governmental assessments become applicable.

4.12. Payment of the Referral Commission to the Affiliate shall be made in the currency agreed under the Insertion Agreement.

4.13. Our calculations are final. The affiliate agrees that our measurements and calculations in relation to the calculation and payment of Commission shall be final and not subject to review or appeal, save in the case of manifest error.

4.14. Any records and calculations regarding the number of Referred Players and/or the Referral Commission including without limitation to Gross Revenues, winnings and/or Net Revenues shall be the sole and authoritative tool and shall not be open to review or appeal.

4.15. If the winnings generated by any Referred Player at any point in time exceeds Euros 100,000 (one hundred thousand Euros) ("Maximum Pay Out"), the Company reserves the right at its sole discretion from such point in time such, to no longer deem such Referred Player as a "Referred Player". For the avoidance of any doubt, such Referred Player shall no longer be used to calculate any Referral Commission (including without limitation in the calendar month in which the Maximum Pay Out occurred). In addition, the Company reserves the right at its sole discretion to deduct any Referral Commission already paid with respect to such Referred Player from the Referral Commission in the following calendar months until such amount has been fully set-off against any future positive Referral Commission.

4.16. If the Referral Commission generated in any calendar month is less than Euros 100 ("Minimum Payment"), the Company shall not be liable to pay the Referral Commission until such time as the Referral Commission is equal to or greater than the Minimum Payment.

4.17. If any Referred Player is blocked or suspended, for example for reasons of fraud or any failure to validate the end-user account), the Company shall not be liable to pay the Affiliate any Referral Commission with respect to such Referred Player.

4.18. If an error is made in the calculation of the number of Referred Players and/or the Referral Commission, the Company reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by the Company to the Affiliate, including without limitation, by way of reducing future payments which might otherwise be due to the Affiliate from time to time and/or issue an invoice for such overpaid amount and the Affiliate shall pay the Company such amount within 5 (five) days of its receipt of such invoice.

4.19. In the event that the Affiliate provides incorrect or incomplete payment details or the Affiliate has failed to update its payment details on the Affiliate Account and as a result the Referral Commission is paid to an incorrect payment account and/or not paid at all, the Company shall no longer be liable to the Affiliate for any such Referral Commission.

4.20. In the event that the in accordance with the Insertion Agreement the Parties to change the type of Referral Commission and/or the amount of the Referral Commission, such change will only apply to future Referred Players generated in accordance with the Agreement by the Affiliate from (and inclusive of) the date agreed by the Parties ("Date of Change") and not to any past Referred Players generated in accordance with the Agreement by the Affiliate prior to the Date of Change. The type of Referral Commission and/or the amount of the Referral Commission paid to the Affiliate may be changed multiple times throughout the Agreement.

4.21. The Affiliate acknowledges and agrees that:

a) The following individuals may not and will not qualify as referrals:

(i) Any family member of yours and other members of the same household as the affiliate and/or

(ii) Employees of and consultants contracted on a permanent basis to you and

b) You may not and will not sign up for a User Account using the Link(s) or Marketing Codes and may not in your personal capacity qualify as referral.

4.22. In addition to any other exclusions set forth in these Terms and Conditions, the Parties agree that there are circumstances and situations that could result in restrictions or disqualifications from payment of the Referral Commission, including but not limited to self-excluded players, otherwise ineligible players, players who have already registered on any of our other sites under the same license, players registering from high or medium-risk jurisdictions, players registering from high or medium-risk occupations, players involved in any form of abuse or fraudulent activity, players who have registered multiple accounts, players connected to suspicious or fraudulent deposit activity, players created through unauthorized incentives, non-depositing registrations, players that are referred by the Affiliate using methods which are incompliant with these Terms and Conditions, etc.

4.23. The Affiliate acknowledges and agrees that the Company reserves the right to withhold or adjust any payments, including any Referral Commissions, based on our assessment of the validity and integrity of the referred players or traffic sources. This may include, but is not limited to, actions related to player verification, registration circumstances, or any activities deemed suspicious or not in line with the Company's policies. Any decision made by us regarding the payment or non-payment of these amounts will be final and at our sole discretion.

4.24. The Affiliate acknowledges that the Company may implement various measures to manage and review the quality of traffic and player behavior, which could result in the restriction or disqualification of certain transactions from Referral Commission payment eligibility. These measures might include, without limitation, actions to prevent fraudulent activity or other forms of abuse. We reserve the right to apply such measures without prior notice and to take any necessary steps to protect the integrity of our operations.

4.25. Should any of the situations which lead to a Referral Commission adjustments arise, including fraudulent, spam or unethical activity, knowingly or otherwise, from a person directed to one of our brands via your link, we retain the right to retract the commissions paid to you at any time. Our decision in this regard will be final and no correspondence will be entered into. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such situations or traffic has been caused with your knowledge. For players that are found to be fraudulent in past transactions, we reserve the right to deduct the commissions earned from these players even if these commissions had been previously paid out.

## 5. Term and termination

5.1. The Agreement will come into force when the Insertion Agreement is signed by both Parties and shall continue until terminated in accordance with these Terms. Notice of termination is to be sent by email by either Party to the other Party.

5.2. At any time, either Party may immediately terminate the Agreement by giving the other Party written notice of termination.

5.3. If the Affiliate breaches the Agreement and/or the Affiliate sells any part of its business and/or registers any change of legal and/or beneficial owner of the Affiliate, the Company may terminate the Agreement with immediate effect on written notice to the Affiliate.

5.4. Without prejudice to the other provisions included in this Agreement regarding the Company's right to unilaterally terminate the Agreement, the Company may also terminate the Agreement on written notice to the Affiliate in the event that: (i) the Affiliate carries out any action the Company reasonably believes will expose the Company or any Group Company to regulatory repercussions in any jurisdiction; (ii) the Company reasonably believes that the Affiliate has breached Applicable Laws; and/or (iii) the Company or any Group Company is ordered or required by a regulator including without limitation the Romanian Regulator to terminate its relationship with the Affiliate.

5.5. Notice of termination of the Agreement by the Affiliate must be sent to the Account Manager. Notice of termination sent by the Company shall be sent to the Affiliate Account email address indicated in the Insertion Agreement.

5.6. If the Agreement terminates for any other reason whatsoever, the Company may retain any Referral Commission otherwise payable to the Affiliate under the Agreement and will no longer be liable to pay any Referral Commission to the Affiliate.

5.7. Upon the termination of the Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Marketing, all Links, Licensed Materials and/or any content owned, developed, licensed or created by the Company and/or any Group Company and/or provided to the Affiliate by the Company in connection with the Agreement from the Affiliate Marketing and all rights and licenses granted to the Affiliate in the Agreement shall immediately terminate.



5.8. The Company may suspend the Agreement at its discretion immediately upon notice to the Affiliate, if the Company considers that the Affiliate is for any reason unsuitable to be a marketing partner and/or the Affiliate is in breach of the Agreement. The Company shall not be required to disclose its reasoning in connection with any such suspension. Where the Company suspends the Agreement, it may withhold any Referral Commission that otherwise may have been due to the Affiliate.

5.9. The Company reserves the right at any time to apply Fair Value Adjustments: shall mean adjustments relating to: (i) the casino games available on the Casino Site or (ii) the wagers made on the Betting Site, including as a result of: (a) any taxation, levy or similar mandatory payments levied or charged on turnover, deposit or similarly driven by player activity or activity volume, and (b) jackpots insurance contributions, where applicable, or similar adjustments as required such that any entitlement hereunder to any commission shall be applied to the free amount available for apportionment after such adjustments. And (c) any commission adjustments based on analysis of previous affiliate activity in terms of number referred players and marketing activities.

## 6. Affiliate's rights and obligations

6.1. Throughout the term of the Agreement the Affiliate shall:

6.1.1. promote the Sites in a socially responsible manner, with particular regard to the need to protect children, persons under the age of 18 (eighteen) and/or other vulnerable persons from being harmed and/or exploited;

6.1.2. market and/or promote the Sites in accordance with the Agreement;

6.1.3. immediately comply with all instructions and guidelines provided by the Company and/or published on the Affiliate Program Site in relation to the Affiliate's activities in marketing and/or promoting the Sites including, without limitation, any instruction received from the Company requesting that the Affiliate posts on the Affiliate Marketing information regarding new features and promotions on the Sites;

6.1.4. ensure that the Affiliate Marketing does not contain any spyware, adware trojans, viruses, worms, spybots, keyloggers, any other form of malware and/or other unwanted threats;

6.1.5. be solely responsible for the technical operation of the Affiliate Marketing and the accuracy and appropriateness of materials posted on therein; and/or

6.1.6. upon the Company's request, immediately remove any marketing activity promoting the Sites on the Affiliate Marketing.

6.1.7. if you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

6.1.8. Affiliate will neither offer nor provide incentives (financial or otherwise) to any referred player or any potential referral without or prior written approval nor will you undertake any advertisement, promotion, instruction, exhortation, encouragement or incentivization of any Referred Player either to deposit or stake a specific amount of money or to gamble for a specific period of time (and such practice shall also amount to fraudulent activity on your part of the purpose of the Clause 4.5 of these Terms.

6.2. Throughout the term of the Agreement the Affiliate shall not:

- 6.2.1. place the Links on properties other than the Affiliate Marketing;
  - 6.2.2. market and/or promote the Sites in any way which might or does compete with the Company's and/or the Operators and/or any Group Company's marketing efforts;
  - 6.2.3. attempt to intercept or redirect (including, without limitation to user-installed software) traffic from any other Affiliate that participates in the Affiliate Program;
  - 6.2.4. direct any end users who click on the Links to another website and/or application other than the Sites;
  - 6.2.5. target any person who is known or could have been known to the Affiliate to be a problem gambler or could have been known to the Affiliate to be under 18 years of age or to conduct marketing activities in a manner which is likely to appeal to any person who is under 18 years of age, including but not limited to the display of cartoons, comic book images and/or child and/or youth orientated language;
  - 6.2.6. purchase, bid for, register and/or otherwise acquire keywords, ad words, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of the Company's (or any Group Company's) intellectual property rights, including without limitation copyrights, trademarks (whether registered or unregistered), brand names, domain names, graphics and designs used by the Company and/or any Group Company;
  - 6.2.7. include metatag keywords in any Pay Per Click advertising which are identical or similar to any trademarks or trade names from time to time or otherwise include the any branded keywords of the promoted brands;
  - 6.2.8. put at risk and/or in any way damage the Sites, the Company, the Operators and/or any Group Company and in the event that the Company believes that the Site's, the Operators and/or any Group Company is put at risk or in any way damaged by the Affiliate's activities, then the Company may notify the Affiliate of such and the Affiliate shall take all necessary actions in order to immediately resolve the situation to the Company's satisfaction, including without limitation terminating the relevant marketing activities;
  - 6.2.9. during the term of the Agreement and thereafter, make any public announcement with respect to any aspect of the Agreement and/or the Affiliate's relationship with the Company;
  - 6.2.10. use any framing, framing cloaking and/or mask cookie placement as well as use any other techniques included but not limited to pop-ups and/or pop-under on any websites;
  - 6.2.11. take any action whatsoever which may cause any confusion for a potential Referred Player, that he/she is being directed to the Sites when in fact such potential Referred Players to a different website and/or application;
  - 6.2.12. during the term of the Agreement and thereafter, directly or indirectly make any disparaging, negative, and/or defamatory statements with regards to the Company, any Group Company, the Sites and/or the Affiliate Program, and/or
  - 6.2.13. promote any illegal activities.
- 6.3. The Affiliate undertakes that the Affiliate Marketing will not, in any way, copy and/or resemble the look and feel of the Sites (or any part thereof), nor will the Affiliate create the impression that any of the Affiliate Marketing are any of the Sites (or any part thereof).

6.4. The Affiliate acknowledges that its conduct may cause damage to the Company and/or the Sites' reputation and/or goodwill and as a result undertake that at all times the Affiliate shall consider the goodwill and reputation of the Company and/or the Sites and to act in an appropriate manner.

6.5. The Affiliate will ensure that the Affiliate Marketing will not contain any content on the belonging to the Company and/or any Group Company except (i) with Company's prior written permission; and/or (ii) the Links.

6.6. The Affiliate undertakes to not send any unsolicited and/or spam messages ("Spam") to promote the Sites.

6.7. In the event the Company, the Operators and/or any Group Company receives a complaint that the Affiliate has been sending Spam, the Affiliate agrees that the Company may provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint and the Affiliate shall immediately cease sending Spam. The Affiliate undertakes to make every effort to resolve the complaint. In such event, the Company may set off or charge the Affiliate for all claims, damages, expenses, costs, and/or fines incurred or suffered by the Company and/or any Group Company in relation to such Spam.

6.8. The Company may terminate the Agreement on written notice to the Affiliate, if the Company determines that the Affiliate Websites and/or Social Media Information include any content on the Affiliate Marketing that the Company deems is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that the Affiliate Marketing contains: (i) sexually explicit or pornographic content, (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory, (iii) violence, (iv) politically sensitive or controversial issues; (iii) content which is discriminatory based on gender, religion, nationality, sexual orientation, age or disability; and/or (v) any unlawful behavior or conduct.

6.9. The Affiliate shall ensure that the Affiliate Marketing and/or the Affiliate Marketing's content is compliant with all Applicable Laws including without limitation any content, phrasing obligations and/or restrictions imposed on the Operators and the Sites by Applicable Law including without limitation those required by the relevant Regulator.

6.10. The Affiliate may inform potential Referred Players through the Affiliate's Facebook page, Instagram page and /or Google account that the Affiliate Sites display content which relates to the Sites but which in no way whatsoever comes from the Company and/or any Group Company ("Social Media Information") provided that: (i) the Affiliate possesses Google's, Facebook and/or Instagram's approval (as applicable) that it may do such; (ii) the Affiliate fully complies with Google's, Facebook and/or Instagram's (as applicable) terms of use which includes but is not limited to, any guidelines, policies, rules of conduct, terms of service, terms and conditions and/or anything analogous thereto; (iii) such information is truthful, complete and/or accurate; (iv) such Social Media Information complies with all Applicable Laws including without limitation those relating to marketing, advertising legislation, marketing legislation and/or Data Protection Legislation; (iv) the Social Media Information does not infringe the right of any third party including without limitation any intellectual property rights and/or (v) the Social Media Information is not defamatory and/or libelous. For the avoidance of doubt Affiliates Facebook page, Instagram page and /or Google account are not considered as the Affiliate Marketing and the Affiliate undertakes not to place and/or display the Links on the Affiliate's Facebook page, Instagram page and/or Google account and the Company shall

in no way be liable to pay any Referral Commission for any Referred Players from the Affiliate's Facebook page, Instagram page and /or Google account.

6.11. To permit accurate tracking, reporting and Referral Commission, the Affiliate must ensure that the Links between the Affiliate Marketing and the Sites are properly formatted throughout the term of this Agreement.

6.12. If the Affiliate is in doubt regarding the compliance of a particular marketing method and/or material with regards to the Sites with Applicable Laws, the Affiliate must seek the appropriate legal advice before starting such marketing and shall immediately provide the Company with such advice well in advance of beginning such marketing.

## 7. Company's rights and obligations

7.1. The Company shall provide the Affiliate with the marketing materials for the purposes of this Agreement and may update such marketing materials from time to time.

7.2. The Company shall use its reasonable endeavors to ensure that whenever a Referred Customer is directed to its websites and registers an account, the relevant Referred Customer is identified as originating from the Affiliate. However, the Company shall not be held liable if it is unable to identify a Referred Customer as originating from the Affiliate.

7.3. The Company shall be entitled to use any of its rights or fulfil any of its obligations hereunder (including, without limitation to, its payment obligations pursuant to Section 4) through any Operator or any Group Company.

7.4. The Company shall be entitled to accept or decline any Affiliate's application at its sole discretion.

7.5. The Company has the right to monitor the Affiliate Site to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide (and at no charge), the Company with all data and information to perform such monitoring.

7.6. The Company (its internal and external, financial and accounting auditors) has the right to audit all relevant records during the Term of the Agreement and for two (2) years afterwards. The Affiliate shall allow the Company and/or its auditors access to such records for the purposes of conducting the audit.

## 8. Limitation of liability

8.1. The Company and/or any Group Company shall not be liable to the Affiliate in any way whatsoever should the Affiliate's license issued by the relevant Regulator be cancelled, revoked, discontinued, suspended and/or expire at any time for any reason.

8.2. The Sites, Affiliate Program Site, the Affiliate Program and/or and the Links are provided "as is" without any express and/or implied warranty of any kind, and all warranties including warranties of merchantability, non-infringement of intellectual property rights, fitness for any particular purpose, and of completeness and/or accuracy of content are hereby excluded to the fullest extent permitted by law. The Company, nor any Group Company and/or any of their respective licensors give any warranty and/or representation that the supply of material and content on, and/or links to or from, the Sites, Affiliate Program Site, and/or the Links will be uninterrupted, timely, secure or error free and/or that they are free of viruses or bugs.

8.3. In no event shall the Company nor any Group Company be responsible and/or liable for any claim or dispute between the Affiliate and any user and/or recipient (as applicable) of the Affiliate Marketing.

8.4. The Affiliate acknowledges that different payment schemes may apply to other participants in the Affiliate Program and who may be paid in a different manner to that of the Affiliate.

8.5. In no way whatsoever shall the Company have any liability to the Affiliate with respect to any Affiliate Marketing.

8.6. The Company and/or any Group Company will not be liable for any indirect, special and/or consequential damages and/or any loss of revenue, profits, goodwill, reputation and/or data arising in connection with the Agreement and/or the Affiliate's participation in the Affiliate Program, even the Company has been advised of the possibility of such damages. Without derogating from the foregoing, the Company's aggregate liability arising with respect to the Agreement will not exceed the total Referral Commission paid to the Affiliate under the Agreement in the 6 (six) months prior to the event giving rise to such liability. Furthermore, nothing in the Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to the Agreement unless explicitly stated herein.

## 9. Indemnification

The Affiliate hereby agrees to defend and indemnify the Company as well as any Group Company and their respective shareholders, officers, directors, employees, agents, successors and/or assigns (collectively and individually the "Indemnified Parties") on the Company's first demand from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively and individually the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the Affiliate's breach of the Agreement; (ii) the Affiliate Marketing; (iii) any claim related to the Affiliate's entitlement to use or the display of the Links and/or Licensed Materials on the Affiliate Marketing; (iv) the Affiliate's non-performance and/or non-observance of the Affiliates obligations in the Agreement; (v) the Social Media Information; (vi) any marketing and/or promotion activities carried out by the Affiliate in relation to Affiliate Program.

## 10. Confidentiality

10.1. The Affiliate in the course of performing its obligations under this Agreement will obtain knowledge of Confidential Information. The Confidential Information disclosed to the Advisor by the Company during the execution of this Agreement, shall be treated as confidential by the Affiliate, and shall not be disclosed by it to any third party unless the Company has given its prior written consent to such disclosure.

10.2. The Affiliate may disclose such Confidential Information to its officers, directors, employees, agents and advisors (i) on a need-to-know basis for the purpose of providing the services and (ii) who have been advised of, and agreed to comply with, the restrictions upon such Confidential Information set forth in this Agreement as if it were a party hereto.

10.3. The obligations undertaken under this section do not apply for the data and information that the Affiliate may prove that:

a) they are or became public without the breach of this Agreement by the Affiliate; or

b) the disclosures were required by a court order issued by a court or other public authorities competent to require such information; or

c) the disclosure thereof was approved in writing by the Company.

10.4. The obligations set forth under this clause continues to have effects also after the termination of the Agreement, irrespective of the reasons for such termination, for a period of 3 years.

## 11. Representations and warranties

11.1. Each Party represents and warrants to the other that it has and will retain, throughout the Term, all rights, title and authority to accept the terms of this Agreement. Each Party grants to the other Party all relevant means to perform the obligations mentioned under this Agreement.

11.2. Each Party to this Agreement represents, warrants and undertakes to the other that it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfil its obligations and that it fully complies with, and shall continue fully to comply with, the conditions set out in this Agreement and all Applicable Laws. The Affiliate further represents, warrant and undertakes that it has not been and is not currently subject to any regulatory or legal action in any country in the world.

11.3. The Affiliate represents, warrants and undertakes that the Affiliate is duly incorporated, organized and validly existing under the jurisdiction of its incorporation; (ii) the Affiliate has good and sufficient capacity, power, authority and/or right to enter into, execute and deliver the Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and/or (iii) the Affiliate has taken all necessary corporate action has been taken to authorize and approve the execution and delivery of the Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and/or obligations contained herein.

11.4. The Affiliate represents, warrants and undertakes that the Affiliate Site shall not contain, or link to, any material which is defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third-party rights (including but not limited to IP infringing websites).

## 12. Data Protection

12.1. The Parties agree that they are Independent Controllers as both the Company and Affiliate process the same set of personal data independent on a different purpose and means of processing. Each Party acts as an independent Data Controller for the Personal Data they hold and are not joint data controllers under Data Protection Legislation.

12.2. Each Party undertakes to comply with any provisions applicable to it from the point of view of the Data Protection Legislation, the obligation to ensure compliance with and to facilitate the exercise of the rights of the natural persons concerned with regard to data portability, access to the subject, legal access requests and rectification requests, modification and disposal and to ensure the confidentiality and security of Personal Data.

12.3. Each Party undertakes to ensure the protection, confidentiality and security of Personal Data processed in accordance with the Data Protection Legislation.

12.4. Both Parties shall ensure that appropriate technical and organizational measures are in place to protect the Personal Data in their possession against unauthorized or unlawful processing and accidental loss, destruction, deterioration, alteration or disclosure.

12.5. Each Party shall co-operate with each other to set out the requirements to meet relevant obligations of Data Protection Legislation (for example in respect of data portability, subject access, lawful access requests and requests for rectification, amendment and disposal).

12.6. If a Party becomes aware of a true or suspected violation of the security, confidentiality or integrity of the Personal Data of the other Party when such data is processed, both Parties agree to notify the other affected party within 12 hours of identifying the breach of the data personally and to consult with each other on the measures that may be necessary or appropriate to investigate, mitigate and remedy the breach and otherwise fulfill their obligations under applicable data protection law.

### 13. Final Provisions

13.1. The relationship between the Parties established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) construe the Parties as partners, joint venturers, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or (iii) allow the Affiliate to create or assume any obligation on behalf of the Company for any purpose whatsoever apart from what is specifically stated in this Agreement. In fulfilling the obligations under this Agreement, the Affiliate will act as an independent consultant in the ordinary course of its own business. All financial and other obligations associated with the Affiliate's business are the sole responsibility of the Affiliate.

13.2. This Agreement represents the entire understanding between Parties and supersedes any previous agreement or understanding in respect of its subject matter.

13.3. This Agreement and the claims hereunder may not be assigned, transferred or pledged in any other way by the Affiliate to a any third party without the written consent of the Company.

13.4. The Company reserves the right to transfer, assign, sublicense or pledge the Agreement, in whole or in part, without your consent: (i) to any Group Company; and/or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.

13.5. Affiliate acknowledges that it has read the Agreement, that it has had the opportunity to receive legal advice and agrees to all the terms and conditions contained in the Agreement. The Affiliate also confirms that it has independently evaluated the desirability of participating in the Affiliate Program and the Affiliate is not relying on any representation, guarantee, or statement other than as set out in the Agreement.

13.6. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with laws of Malta. The courts of Malta will have exclusive jurisdiction over any dispute arising out of or relating to the Agreement.

13.7. To the extent allowed by the law, if one of the provisions of this Agreement is declared invalid or non-enforceable, this shall not affect the validity and enforceable character of the remaining provisions of the Agreement. In place of the invalid, unenforceable or missing term, such valid term which the Parties would reasonably have agreed, had they been aware at the conclusion of this

Agreement that the relevant term was invalid, unenforceable or missing, shall be deemed to have been agreed. Should a term of this Agreement be or become invalid because of the scope or time of performance for which it provides, then the agreed scope or time of performance shall be deemed amended to correspond with the closest extent legally permitted.

13.8. The Company may modify all or any part of the Agreement at any time and at its sole discretion. Notice of any modification may be given by the Company by: (i) email to the Affiliate email address and such email shall be deemed to have been served immediately when sent by the Company; (ii) through a pop up message pop-up message once the Affiliate logs into the Affiliate Account – whichever occurs sooner. If the Affiliate does not agree to such modification, its only remedy shall be to terminate the Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Affiliate Program, this will constitute binding acceptance by the Affiliate of such modification. The Affiliate should keep a record of all such modifications.

13.9. In the event of any contradiction and/or discrepancy between the Terms and the Insertion Agreement, the Terms shall prevail.