

## AFFILIATE GENERAL TERMS & CONDITIONS

This document forms part of the Affiliate Agreement between the Parties.

Version 1.0

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### DEFINITIONS

"Affiliate" Shall mean the person or entity that applies to participate in the Affiliate Program.

"Affiliate Application" Shall mean the application form found at <http://njordaffiliates.com> whereby the Affiliate applies to participate in the Affiliate Program.

"Affiliate Program" Shall mean the collaboration between the Company and the Affiliate whereby the Affiliate will promote the Brand(s) and create the Links from the Affiliate Website(s) to the Brand(s) and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Brand(s) subject to the terms and conditions of this Agreement and to the applicable Casino Commission Structure.

"Affiliate Website(s)" Shall mean one or more website(s) on the Internet which are maintained and operated by the Affiliate.

"Agreement" Shall mean (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of the Company and/or the Operator and its Brand(s) made known to the Affiliate from time to time.

"Brand(s)"

"Casino Commission Structures"

Shall mean any one or all Brand(s) operated by the Operator and promoted by the Company with domains names koicasino.com and/or any other domain(s) added to the list of promoted brands from time to time.

Shall mean the commission structure contained under Clause 8 of this Agreement or any specific commission structure expressly agreed between the Company and the Affiliate.

"Commission" Shall mean the percentage of the Net Revenue, or revenues generated through CPA, CPC, CPL or any similar set up, as set out in the Casino Commission Structure.

"Company" Shall mean Njord Ventures Ltd, a company registered in Curacao, whose registered office is at Fransche Bloemweg 4, Curacao, and company registration number 154649.

"Company Personal Data" Shall mean any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Terms and Conditions.

"Confidential Information" Shall mean any and all information that a disclosing Party to this Agreement (the "Disclosing Party") discloses to the other Party (the "Receiving Party") as a consequence of the execution of this Agreement, regardless if such information is disclosed orally, in writing, by digital transfer or by any other means and regardless of whether it is designated as confidential or not. Confidential Information includes, but is not limited to, information about this Agreement, the Disclosing Party's trade secrets, financial or commercial information (including non-public historical financial details), employee and customer details, drawings, know-how, techniques, systems, systems information, business and marketing plans, information about new Customers, other customers and users of the Brand(s), technology, projections and forecasts of financial performance, current, future and potential business operations, plans and strategies, released or unreleased software as well as any other information that the Receiving Party is reasonably required to treat as confidential.

"Contracted Processor" Shall mean a Subprocessor.

"Data Protection Laws" Shall mean EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

"Data Transfer" Shall mean (i) a transfer of Company Personal Data from the Company to a Contracted Processor; (ii) an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor; in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

"EEA" Shall mean the European Economic Area.

"EU Data Protection Laws" Shall mean EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

"GDPR" Shall mean EU General Data Protection Regulation 2016/679.

"Intellectual Property Rights" Shall mean any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, Confidential Information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.

"Links" Shall mean Internet hyperlinks from the Affiliate Website(s) to the Brand(s).

"New Customer" Shall mean a new first time customer of the Company whom (i) has created and verified a new player account, registering directly after having been referred from the Affiliate Website(s) to the Brand(s); (ii) has made a first deposit amounting to at least the applicable minimum deposit at the Brand(s) in the Brand(s) betting account in accordance with the applicable terms and conditions of the Brand(s), but excluding the Affiliate, its employees, relatives and/or friends; and (iii) is not already in Company's customer database.

"Net Revenue" Shall mean in relation to casino, all monies received by the Operator from New Customers in relation to casino activities less (a) monies paid out to New Customers as winnings, (b) bonuses and/or loyalty bonuses, (c) administration fees, (d) fraud costs, (e) chargebacks, (f) returned stakes (g) monies paid out as duties or taxes (h) jackpot contribution and (i) any commissions/fees due to third parties for providing/licensing games and/or games software; and For the avoidance of doubt, all amounts referred to above are only in relation amounts generated from New Customers referred to the Brand(s) by the Affiliate Website(s). Net Revenue is calculated daily and combined into monthly Net Revenue.

"Operator" Shall Njord Ventures Ltd, a company registered in Curacao, whose registered office is at Fransche Bloemweg 4, Curacao, and company registration number 154649, which owns and operates the Brand(s), and its group companies.

"Parties" Shall mean the Company and the Affiliate (each a "Party").

"Privacy Policy" Shall mean each Brands privacy policy, which can be found by clicking the link named "Privacy Policy" in the footer of [www.koicasino.com](http://www.koicasino.com).

"Services" Shall mean the affiliate services the Processor provides.

"Subprocessor" Shall mean any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.1. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## 1. INTRODUCTION

1.1. The Company is responsible for the marketing services of the online gaming activities offered through the Brand(s).

1.2. The Affiliate maintains and operates the Affiliate Website(s).

1.3. This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.

1.4. By completing and accepting the Affiliate Application the Affiliate accepts, and agrees to abide by, all the terms and conditions of the Agreement.

1.5. This Agreement shall be binding on the Affiliate once the Affiliate Application has been submitted but shall not be binding or enter into effect in relation to the Company until the Company approves the Affiliate Application.

## 2. RELATIONSHIP OF THE PARTIES

2.1. Nothing contained in this Agreement, nor any action taken by any Party to this Agreement, shall be deemed to constitute either Party (or any of such Party's employees, agents, or representatives) as an employee, agent or legal representative of the other Party, nor to create any partnership, joint venture, association or syndication among or between the Parties, nor to confer on either Party any express or implied right, power or authority to enter into any agreement, commitment or to impose any obligation on behalf of the other Party.

## 3. AFFILIATE QUALIFICATION PROCEDURE

3.1. The Company shall evaluate the Affiliate Application hereby submitted and shall notify the Affiliate in writing (via email) whether the Affiliate Application is accepted or not. The Company reserves the right to refuse any registration at its discretion.

3.2. The Company may refuse any applicant Affiliate and/or may close any Affiliate's account(s) if in the sole opinion of the Company, it deems it is necessary to comply with the Operator's policy and/or to protect the interests of the Operator. If the Affiliate is in breach of this Agreement the Company may take any additional steps to closing the Affiliate's account(s) under the law to protect its interest.

3.3. The Company may take any necessary action against any or all accounts of an Affiliate at its sole discretion to comply with Operator's policy and/or to protect the interest of the Operator.

## 4. AFFILIATE OBLIGATIONS

4.1. The Affiliate hereby warrants and undertakes:

a) to market and refer potential players to the Brand(s) at its own risk, cost and expense. The Affiliate will be solely responsible for the distribution, content, legality and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and regulations and in accordance with this Agreement;

b) to use its best efforts to actively and effectively advertise, market and promote the Brand(s) as widely as possible in or der

to maximize the benefit to the Parties and that it will abide with the guidelines of the Company as may be forwarded from time to time and/or accessible online;

c) to be responsible for the development, the operation, and the maintenance of the Affiliate Website(s) as well as for all material appearing on the Affiliate Website(s);

d) to use only links provided within the scope of the Affiliate Program;

e) not to target underaged (under 18 years of age) individuals;

f) not to target any jurisdiction where gambling and the promotion thereof is illegal or prohibited, including targeting of individuals under the legal gambling age where they are domiciled, or allowing, assisting or encouraging others to market and promote any of the Brand(s) and the Company's services to anyone under the legal gambling age in the countries where they are domiciled;

g) to acknowledge the Company's ongoing commitment for the prevention of gambling addiction and that the Affiliate will co-operate with the Company to actively reduce gambling addictions by placing links provided by the Company on the Affiliate Website(s) which direct traffic to websites involved in the business of preventing gambling addiction;

h) not to generate traffic to the Brand(s) by illegal or fraudulent activity, which may include but are not limited to:

i. presenting the Affiliate Website(s) in such a way that it might evoke any risk of confusion with the Brand(s) and/or the Company or convey the impression that the Affiliate Website(s) is partly or fully originated with/from the Brand(s) and/or the Company;

ii. registering as a player or make deposits directly or indirectly to any player account through their tracker(s) for own personal use and/or the use of their relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company;

iii. sending spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer new Players to the Website;

iv. directly or indirectly offering any person or entity any incentive (including but not limited to money) to access the Website and use the content of the Brand(s) on the Affiliate Website (e.g. by implementing any "rewards" program for persons or entities who use such content);

v. posting or serving any advertisements or content on any website not owned by the Affiliate using framing techniques including but not limited to pop-up/pop-under windows, or assist, authorize or encourage any third party to take any such action without the Company's prior written consent;

vi. attempting to intercept or redirect (including, without limitation to user-installed software) traffic from or on any other website that participates in the Affiliate Program;

vii. registering more than one Affiliate account with the Affiliate Program. Any exceptions must be confirmed in writing by the Company's Head of Affiliates;

viii. using types of marketing and advertising that are likely to appeal particularly to those aged 17 or younger, including but not limited to cartoons, comic book images and child and youth orientated language;

i) not to use the Brand(s) or other terms related to the Brand(s), trademarks and other Intellectual Property Rights of the Company, the Operator and/or its group of companies unless the Company consents to such use in writing. This shall be subject to the marketing material as may be forwarded by the Company and/or made available online through the Affiliate Portal;

j) to use its reasonable endeavours to display the most up to date content of the Brand(s) on the Affiliate Website in a manner and location agreed by the Parties. The Affiliate shall not alter the form or operation of the Brand(s) without the Company's prior written consent;

k) to agree and give the Company reasonable assistance in respect of the display, access to, transmission and maintenance of the content of the Brand(s);

l) not to read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to the Company by any person or entity;

m) not to use any device, robot, spider, software, routine or other method (or anything in the nature of the foregoing) to interfere or attempt to interfere with the proper functioning of the Brand(s) and/ or the Company's websites or any related information or transactions;

n) not to engage in transactions of any kind on the Company website on behalf of any third party, or authorize, assist, or encourage other third parties to do so;

o) not to artificially alter monies payable to the Affiliate by the Company in any way, including but not limited to colluding with new Players referred by the Affiliate, or other Affiliates and/or by the creation of multiple Affiliate Websites or accounts to hedge bets, offset losses or otherwise gain a financial advantage;

p) to keep the Affiliate Website content compliant with any content and phrasing obligations and/or restrictions imposed on the Company by legal and/or regulatory requirements and/or third-party suppliers;

4.2. The Company reserves the right to immediately freeze and/or close the Affiliates account(s) and/or deduct money from

the Affiliate if any traffic is deemed to have been referred through fraudulent means or in breach of the terms and conditions of the Agreement.

4.3. The Company reserves the right to remove a Player account that is deemed fraudulent or abusive. Any commission from such a Player account might be deemed void at the Company's sole discretion.

4.4. Without prejudice to any other provision set forth in this Agreement, the Affiliate warrants and undertakes to do not promote the Brand(s) on the Netherlands territory, including but not limited to:

- a) any and all ".nl", or ".be" websites;
- b) websites or other channels which are in Dutch, irrespective of the top-level domain;
- c) websites or other channels which are in English that make specific reference to the Netherlands (such as Best Dutch Online Casinos or Casinos that Accept Dutch Customers or any similar sites or channels, including social media channels);
- d) promotions of the Brand(s) on any website or other channel alongside any article which makes reference to the Netherlands, including also the legal situation in the Netherlands;
- e) websites or other channels on which the iDeal payment method is referenced;
- f) websites or other channels where there are specific Dutch themes;
- g) websites or other channels that have a name which is typically associated with the Netherlands;
- h) websites or other channels where the audience is typically Dutch;
- i) Any channel of an affiliate, if the affiliate itself promotes its brand in the Netherlands such as in bars, on bus stops, on Dutch TV, Dutch Radio etc.;

4.5. The Affiliate will not be paid by any and all new traffic deriving from the Netherlands which is generated as a result of promotion on channels which breach the conditions set forth on clause 4.4 above.

4.6. In the event the Affiliate wishes to place the content of the Brand(s) on websites other than the Affiliate Website (including Sub-Affiliate's websites) or wishes to use a sub-Affiliate, the Affiliate must first obtain the Company's written consent.

4.7. The Affiliate's and the Company's employees, related corporations, partners, agents, contractors, representatives and suppliers (including themselves, their friends, immediate family members, spouses, partners and housemates) are not eligible to participate in the Affiliate Program.

4.8. If the Company determines, at its sole discretion, the Affiliate has breached any of the clauses under this Section 4, the Company shall have the right to:

- a) suspend any payments due to the Affiliate while the Company investigates any suspected breach; and/or
- b) withhold payment of any Commission due to the Affiliate that has derived from the breach; and/or
- c) retain the Commission until the debt is settled or invoice the cost incurred by such breach; and/or
- d) terminate the Agreement immediately.

## 5. COMPANY OBLIGATIONS

5.1. Upon conclusion of the Agreement, a unique player tracking code shall be assigned to the Affiliate, and the Affiliate shall be integrated in the technical platform of the Brand(s). By means of the player tracking code New Customers acquired via the Link(s) on the Affiliate Website and the bets placed during such sessions shall be registered and/or be tracked.

5.2. The Company shall provide the Affiliate with all information and marketing material necessary for the implementation of the Links.

5.3. The Company shall administer the turnover generated via the Links, record the net revenues and the total amount of commission earned via the Links, provide the Affiliate with commission statistics, and handle all customer services related to the business of the Company.

5.4. The Company shall pay the Affiliate its compensation depending on the traffic generated subject to the terms and conditions of this Agreement.

## 6. AFFILIATE WEBSITES AND LINKS

6.1. The Affiliate expressly acknowledges and agrees that the use of the Internet and the Affiliate Program is at the Affiliate's own risk. The Company makes no guarantee in relation to the accessibility of the Brand(s) at any particular time or any particular location. The Company shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of, the Brand(s) or the Affiliate Program.

6.2. It is the responsibility of the Affiliate to make sure that the Affiliate's operations are compliant with Regulation (EU) 2016/679 ("GDPR"). The Company shall not be liable for any breach(es) or failure to comply with the GDPR on the Affiliate's part.

6.3. During the term of this Agreement, the Links shall be prominently displayed on the Affiliate Website(s) in accordance with what is agreed between the Company and the Affiliate.

6.4. The Company has the right to monitor the Affiliate Website(s) in order to ensure the Affiliate's compliance with the terms and conditions of this Agreement and the Affiliate shall provide the Company with all data reasonably requested in order to

perform such monitoring.

6.5. The Affiliate shall not purchase or register keywords, 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 trademarks or any other Brand belonging to the Company, including "koicasino.com" or variations thereof in the "domain name", (i.e. after any prefixes but before the top level domain suffix), or include metatags on the Affiliate Website which are identical or similar to any of the Company's trademarks. The Affiliate shall not create pages falsely representing any Brand in any social media channels (including, but not limited to, Facebook, Google +, Twitter etc.).

6.6. The Affiliate shall not take any action which could cause any confusion as to the Company's or the Brands relationship with the Affiliate and the Affiliate Website(s).

6.7. The Affiliate shall at all times comply with the Maltese Data Protection Act (as applicable from time to time), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other similar legislation. For example, the Affiliate shall always inform its users that tracking technology (cookies) will be installed on the users hard drive when the user clicks on the Links and provide the user with an option to reject such installation.

## 7. PAYMENT

7.1. The Company agrees to pay the Affiliate the Commission. The Commission shall be deemed to be inclusive of value added tax ("VAT") or any other applicable tax. The Affiliate shall be entitled to receive the Commission exclusively in respect of New Customers.

7.2. The default Commission shall be set at thirty-five percent (35%) revenue share of Net Revenue, unless otherwise agreed between the Parties in writing.

7.3. Payment of Commissions shall be made in accordance with the payment method chosen by the Affiliate. If an error is made in the calculation of the Commission, the Company reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

7.4. The Commission is calculated at the end of each month and payments shall be made by the fifteenth (15th) of the following calendar month. Every deal shall be bespoke to suit the individual affiliate, but if no minimum threshold has been agreed upon in writing prior, the standard minimum threshold for payments shall be FIVE HUNDRED EUROS (€500) ("Minimum Threshold"). If the balance due is less than the Minimum Threshold, it shall be accumulated and carried over to the following month and shall be payable when the total Commission collectively exceeds the Minimum Threshold.

7.5. The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

7.6. If the Affiliate disagrees with the balance due as reported, it shall notify the Company within thirty (30) days from the date of payment and state the reasons of the disagreement. Failure to notify the Company within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

7.7. The Company may in its sole discretion withhold the payment of any balance to the Affiliate for up to ninety (90) days if the Company needs to investigate and verify that the relevant transactions comply with the provisions of the Agreement.

7.8. No payment shall be due if the Company has reasons to believe that the traffic generated by the Affiliate is illegal or is in breach of any of the provisions of the Agreement.

7.9. The Affiliate agrees to immediately return all Commission received based on fraudulent or falsified transactions and indemnify the Company for all costs and losses incurred in relation to such transactions (including, but without limitation, legal fees and costs).

7.10. The Affiliate shall have the sole responsibility to pay any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity as a result of the compensation generated under this Agreement. The Company shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify the Company in that regard.

7.11. In the case where some registered players may open new accounts with the Pay n Play option, the Company reserves the right to evaluate the players and check for duplicates with the existing database. If a match is found, no CPA will be paid for that player. The CPA shall be deducted from the Commission at the end of the month.

7.12. For those markets where there is a tax and/or VAT applicable, the tax will be deducted from player Gross Gaming Revenue (GGR). If this does not happen automatically by the system, the Company shall deduct the tax and/or VAT manually by the end of the month. The Commission may be reduced due to the abovementioned reasons.

## 8. PAYMENT: SPECIAL CASES

8.1. If a second Affiliate re-refers and activates a player that has not been active for a period of twelve (12) months, then this second Affiliate shall be entitled to the credit for the reactivation and the player will be assigned to the second Affiliate's player pool. This reassignment shall not be based on an automatic time interval but shall be limited only to those re-referral actions that can be materially identified (e.g. via specific promotional codes and only after the set period of inactivity).

8.2. A player that blocks him/herself for responsible gaming reasons within one (1) month from the date of registration shall be excluded from any CPA or Hybrid Commission. Notwithstanding the foregoing, the Revenue Share part of a Hybrid

Commission model will still be honoured and for CPA Commissions a flat forty percent (40%) Revenue Share will be used for those players.

8.3 In cases where players register, but do not convert within 30 days, The Company will not pay CPA or the CPA portion of a hybrid for such player. The commission will still be honored, and a flat 40% Revenue Share will be used for those players.

#### 9. BIG WINNER POLICY

9.1. During any calendar month, if one specific player accumulates wins of at least TEN THOUSAND EUROS (€ 10,000), this player will be considered a large winner ("Big Winner") and will be governed under this Section 9.

9.2. The Big Winner will be isolated from the Affiliate pool of players and the negative revenue from this specific player will not affect the overall commissions from the other players during that given calendar month. The negative revenue created by the Big Winner will separately be carried forward and counted against the future revenue generated by the Big Winner for a limited period of up to twelve (12) months.

9.3. The Big Winner will remain separated, and the negative balance will be adjusted by potential future positive revenue generated by the same Big Winner until the full amount of the negative balance has been satisfied and/or fulfilled during the limited period of twelve (12) months. In such a case the Big Winner will then be returned to the Affiliate pool of players to continue to generate future commission for the Affiliate.

9.4. No negative carryover generated by the Big Winner will be taken into account after the twelve (12) month period in the calculation of the Commission due to the Affiliate.

9.5. The Affiliate will be notified of any Big Winner at latest ten (10) working days in the following month. The information about the negative balance generated by the Big Winner(s) will be traceable by the Affiliate in the Affiliate platform or via monthly reports from the Company.

9.6. Each Big Winner occurrence will be treated individually.

9.7. Progressive wins shall not fall into the Big Winner category as such payment is taken from a progressive funds pool.

#### 10. WARRANTIES AND REPRESENTATIONS

10.1. The Parties each warrant and represent that they have the right to enter into and be fully bound by the terms of this Agreement, that they have full authority to do so and that they have taken any and all corporate measures required.

10.2. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents to the other that the execution, delivery and performance of this Agreement has been fully and validly authorized by all necessary corporate action and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

10.3. The Affiliate warrants that it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfil its obligations under this Agreement.

10.4. The Affiliate represents, warrants and undertakes that the Affiliate Website 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).

10.5. The Affiliate must not deliberately provide facilities for gambling in such a way as to appeal particularly to minors, for example by reflecting or being associated with youth culture.

10.6. The Company makes no representation that the operation of its website will be uninterrupted or error-free and the Company will not be liable for the consequences of any interruptions or errors.

10.7. The Affiliate acknowledges and accepts:

a) The Company's compliance with the European Gambling and Betting Association standards; with the responsible gaming and betting policy and with the Code for Responsible Advertising for online gambling;

b) Its obligation to comply with said standards, policy and code (available online: <http://www.egba.eu/responsibility/egba-standards> and <https://www.egba.eu/uploads/2020/04/200428-Code-of-Conduct-on-Responsible-Advertising-for-Online-Gambling.pdf>).

10.8. The Affiliate warrants that fully understands and accepts the terms and conditions of this Agreement.

#### 11. LIABILITY AND INDEMNIFICATION

11.1. Each Party's maximum liability for direct damages under this Agreement to the other Party shall always be limited to the amount in fees hereunder actually paid or payable by the Affiliate to the Company. Each Party releases the other Party from all obligations, liability, claims or demands in excess of the aforementioned limitation.

11.2. The Company shall not be liable in contract, tort, for breach of statutory duty or in any other way for any indirect damages or losses that may occur as a consequence of this Agreement whatsoever, such as any economic loss, loss of profit, loss of savings, loss of goodwill or reputation, or other consequential damage.

11.3. The above stated limitations of liability shall not apply in case of acts of gross negligence or willful misconduct by the liable Party or anyone acting on its behalf, or if expressly stated elsewhere in this Agreement.

11.4. The Affiliate agrees to defend, indemnify and hold the Company and its group of companies/affiliates, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable legal and expert fees, related to or arising from:

- a) any breach of Affiliate's representations, warranties or obligations under this Agreement;
- b) Affiliate's use (or misuse) of the marketing material and the Company's and/or its group companies' Intellectual Property Rights;
- c) all conduct and activities occurring under Affiliate's user ID and password;
- d) any defamatory, libellous or illegal material contained on the Affiliate Website(s) or Affiliate's information and data;
- e) any claim or contention that the Affiliate Website(s) or the Affiliate's information and data infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of privacy or publicity;
- f) third party access or use of the Affiliate Website(s) or the Affiliate's information and data;
- g) any claim related to Affiliate Website(s) or the Links; and
- h) any violation of this Agreement or any applicable laws.

11.5. The Company and its group of companies reserves the rights to participate, at its own expense, in the defense of any matter or claim in relation to the above.

## 12. CONFIDENTIALITY

12.1. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party.

12.2. The Parties hereby undertake to:

- a) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties without prior written authorization from the Disclosing Party;
- b) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
- c) Refrain from disclosing, reproducing, summarizing, distributing and/or otherwise using Confidential Information of the Disclosing Party except to the extent that it is required for the Purpose; and
- d) Refrain from reverse engineering, decompiling or disassembling any software code, database, scripts or other similar material disclosed by the Disclosing Party to the Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.

12.3. The confidentiality undertakings set forth in Section 12.2 shall not apply to Confidential Information that:

- a) the Receiving Party can evidence to be publicly available without any breach of this confidentiality undertaking;
- b) the Receiving Party can evidence to have been in the possession of the Receiving Party without restrictions on disclosure prior to receiving it from the other Party;
- c) the Receiving Party lawfully receives from a third party without restrictions on disclosure; or
- d) the Receiving Party is required to disclose as a consequence of mandatory law, final court order or a final order from an authority of competent jurisdiction or other regulatory or stock market requirements, provided that the Receiving Party gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent.

12.4. The Receiving Party shall ensure that Confidential Information is disclosed only to such employees, officers or advisors of the Receiving Party that require such information on a need-to-know basis and that are bound to confidentiality undertakings no less strict than those of this Agreement.

12.5. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party and its employees and consultants and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

12.6. This Section 12 shall survive any termination or expiration of this Agreement for a period of five (5) years following termination or expiration, as applicable.

## 13. INTELLECTUAL PROPERTY

13.1. Nothing contained in this Agreement will grant either Party any right, title to or interest in the Intellectual Property Rights of the other Party. For the avoidance of doubt, nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights.

13.2. All Intellectual Property Rights created and/or deriving from this Agreement, (including, but without limitation, advertising materials, databases and personal data) shall be and become the sole property of the Company without any rights to the Affiliate.

13.3. At no time during or after the term of this Agreement shall a Party attempt, challenge, assist or allow others to challenge or to register or attempt to register the Intellectual Property Rights or any rights similar to the Intellectual Property Rights of the other Party or of any group companies of the other Party.

13.4. The Company grants the Affiliate a non-exclusive and worldwide right to display the content of the Brand(s) on the Affiliate Website as set out in this Agreement and in accordance with the Company's guidelines as may be provided to the Affiliate from time to time. All Intellectual Property Rights and any goodwill arising from the content of the Brand(s), associated systems and software relating to the services provided by the Company to its customers from time to time shall remain the property of the Company. The Affiliate shall not use the content of the Brand(s) in any way that is detrimental to the Company or the reputation or goodwill of the Company. The Affiliate shall not alter or modify, in any way, the content of the Brand(s) without the Company's prior written consent.

13.5. The Affiliate agrees that its Website 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 Website is the Company's website(s), or any part thereof.

#### 14. TERM AND TERMINATION

14.1. This Agreement may be terminated by either Party by giving thirty (30) days formal written notice to the other Party, provided that this Agreement shall be automatically terminated in the event that Operator is precluded from offering the online gaming services to customers through the Brand(s).

14.2. Without prejudice to any other provision of this Agreement, the Company may terminate this Agreement with immediate effect if:

- a) the Affiliate commits a breach of its material obligations under this Agreement and in the case of a remediable breach, fails to remedy it within fifteen (15) days of the date of receipt of notice from the other;
- b) the Affiliate becomes insolvent or is unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium;
- c) the Affiliate sells its business, or any part herein, and/or registers any change of beneficial owner or in case the purchasing company's activities are either in conflict with the Company's (for example the Affiliate Site is purchased by companies providing the same or similar services);
- d) the legal and/or regulatory situation in the market has changed or is in the process of changing to such an extent that the objectives of the Agreement can no longer be achieved and/or no longer correspond to the market reality; and
- e) if the Company suspects – and has reasonable proof – that the Affiliate is engaging in illegal activities or has repeatedly breached the provisions this Agreement.

14.3. The Parties hereby agree that on termination of this Agreement:

- a) the Affiliate must remove all references to the Brand(s) from the Affiliate Website(s) and communications, irrespective of whether the communications are commercial or otherwise;
- b) all rights granted to the Affiliate under this Agreement shall immediately terminate and the Affiliate shall cease the use of any and all trademarks, service marks, logos and other designations vested in the Company and the Brand(s);
- c) the Affiliate will only be entitled to such Commission that is earned but unpaid as of the effective termination date of this Agreement; however provided that the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive Commissions after the effective termination date;
- d) if this Agreement is terminated by the Company due to the Affiliate's breach of any terms and conditions of this Agreement, the Company shall be entitled to withhold the Affiliate's earned but unpaid Commissions as of the termination date as collateral for any claim arising from such breach; and
- e) the Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach in relation to Confidential Information even if the breach arises at a time following the termination of this Agreement.

14.4. Upon termination or expiry of this Agreement regardless of reason:

- a) the Parties shall, within twenty (20) days, pay to the other Party any and all outstanding compensations, reimbursements and debts on such day;
- b) the Affiliate shall immediately return or destroy any materials and documentation and copies thereof provided to the Affiliate by the Company under this Agreement, if any, and certify in writing that no copies thereof are retained. Notwithstanding the foregoing, the Affiliate may however retain a copy of any such data or materials to the extent that the Affiliate is required to retain such information pursuant to law or regulatory requirements. If such copy is retained, it may only be used as required to comply with such legal or regulatory requirements.

14.5. Sections 12, 13, 14 and 15 shall survive and remain in full force and effect regardless of any termination or expiry of this Agreement.

## 15. PERSONAL DATA

15.1. Any processing of personal data and information shall be governed by the GDPR, whereby the Company shall act as Data Controller ("Controller") and the Affiliate shall act as the data processor ("Processor").

15.2. The Processor shall:

- a) comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- b) not Process Company Personal Data other than on the relevant Company's documented instructions.

15.3. The Company instructs Processor to process Company Personal Data.

15.4. Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

15.5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

15.6. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

15.7. Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.

15.8. Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

15.9. The Processor shall:

- a) promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
- b) ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

15.10. Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

15.11. Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

15.12. Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

15.13. Subject to this section 9 Processor shall promptly and in any event within ten (10) business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

15.14. Processor shall provide written certification to Company that it has fully complied with clauses 15.13 and 15.14 within 10 business days of the Cessation Date.

15.15. Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

15.16. Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

15.17. The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties

shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

#### 16. MISCELLANEOUS

16.1. In case of any discrepancy between the meanings of the English version of this Agreement and any non-English translation of this Agreement, the English version shall prevail.

16.2. Should one of the contractual provisions in this Agreement be or become invalid or unenforceable, such provision will be replaced by one which shall come as close as possible to the commercial purpose of the void provision. All other provisions of this Agreement shall continue in full force and effect.

16.3. The Company's failure to enforce the Affiliate's adherence to all terms outlined in the Agreement shall not be construed to constitute a waiver of the right to enforce such right.

16.4. The Company and the Affiliate will work in close cooperation at all times for the mutual benefit of making the Affiliate Program a successful collaboration.

16.5. No waiver in relation to this Agreement will be implied from conduct or failure to enforce any rights and all waivers must be in writing to be effective.

16.6. Any notice given or made under this Agreement to the Company shall be sent by email to and marked for the attention of the Affiliate Manager of the Brand(s) unless otherwise notified by the Company. The Company shall send all notices by email to the email address supplied by the Affiliate in the Affiliate Application.

16.7. The Affiliate may not assign this Agreement or any rights hereunder, by operation of law or otherwise, without the prior written consent of the Company. The Company may assign this Agreement and all its rights hereunder to any group company or third party.

16.8. Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes, pandemics such as COVID-19 or other casualty. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period exceeding thirty (30) days then either Party may terminate this Agreement with immediate effect by providing a written notice.

16.9. In the event of any conflicting provisions between the terms of this Agreement and any terms the Affiliate has or seeks to impose or incorporate, the terms of this Agreement will prevail.

#### 17. AMENDMENTS

17.1. The Company reserves the right to, at any time and at its sole discretion, with or without giving any prior notice to the Affiliate, amend, alter, delete or add any of the provisions of this Agreement. If applicable, a written notice of the amendments will be sent to the Affiliate's registered email address and such notice will be deemed to be served once sent by the Company. The Affiliate's continuing participation in the Affiliate Program after any amendments or modifications have been made public will be deemed as the Affiliate's acceptance of the new terms and conditions.

#### 18. GOVERNING LAW AND JURISDICTION

18.1. The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection to this Agreement or its enforceability shall be governed and construed in accordance with the laws of Curacao.

#### APPENDIX 1

This document forms part of the Terms and Conditions

The following countries shall be deemed HIGH RISK countries for the purpose of due diligence by the Company:

Afghanistan  
Albania  
Algeria  
Angola  
Armenia  
Azerbaijan  
Bahamas  
Barbados  
Belarus  
Benin

Bolivia  
Bosnia-Herzegovina  
Botswana  
Brazil  
Burundi  
Cambodia  
Cayman Islands  
Central African Rep  
China  
Congo, the Democratic Republic  
Cote d'Ivoire  
Cuba  
Democratic People's Republic of Korea  
Democratic Republic of Congo  
Ecuador  
Egypt  
Gaza Strip  
Ghana  
Guinea Bissau  
Haiti  
Iran, Islamic Republic of  
Iraq  
Jamaica  
Kenya  
Lao People's Democratic Republic  
Lebanon  
Liberia  
Libya  
Mali  
Mauritius  
Mongolia  
Morocco  
Mozambique  
Myanmar  
Nicaragua  
Nigeria  
North Korea  
Pakistan  
Panama  
Russian Federation  
Senegal  
Sierra Leone  
Somalia  
South Sudan  
Sudan  
Syria  
Trinidad & Tobago  
Tunisia  
Uganda  
Ukraine  
Vanuatu  
Venezuela  
Vietnam  
West Bank (Palestinian Territory)  
Western Sahara  
Yemen  
Zimbabwe

