

## EYAS GAMING LIMITED – AFFILIATE AGREEMENT

It is very important that you read and understand the terms and conditions below (the “**Agreement**”), which set forth a legally binding agreement between yourself (the “**Affiliate**”; “**you**” or “**your**”) and Eyas Gaming Limited, a private limited liability company and licensed gaming operator, registered and incorporated in Malta with company registration number C 96702 and its registered office situated at No. 2, Geraldu Farrugia Street, Zebbug, Malta (“**Eyas Gaming**”; “**we**”; “**us**”; or “**our**”). This Agreement regulates the relationship between you and us in respect of our Affiliate Programme (as defined below).

By ticking the box, you (i) are applying (subject to our acceptance of your application) to become a member of our Affiliate Programme (as defined below) and (ii) agree to be legally bound by and comply with this Agreement.

By applying to become a member of our Affiliate Programme, you represent, warrant and confirm to Eyas Gaming that:

- (i) you are legally capable, and of the legal age required in your jurisdiction, to enter into and perform this Agreement;
- (ii) if you are entering into this Agreement on behalf of a company or other legal entity, (a) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation; and (b) you have the right, authority, and capacity to do so and to bind such entity to this Agreement, and in which case the terms the “Affiliate”, “you” or “your” shall herein refer to such entity;
- (iii) you are not under any legal disability with respect to, and are not subject to any law, regulation, sanction or court order, that prevents either you from entering into these Agreement or your performance according to this Agreement;
- (iv) you are not subject to self-exclusion controls on your account with us at the time of your application and are not signed up to a national self-exclusion register, including but not limited to GAMSTOP, at the time of your application; and
- (v) on behalf of yourself and/or as an authorised representative of the entity in whose name this Agreement is being entered into, as applicable, you accept and agree to be legally bound by all of the terms and conditions in this Agreement in their entirety.

If you do not agree with any of the terms of this Agreement, or you are not authorised to agree with them on a legally binding basis, or you are (or would be) ineligible to become a member of our Affiliate Programme for any of the reasons set out in this Agreement, you should not continue with your application. If you have any questions regarding the Affiliate Programme or this Agreement, please contact us by visiting our affiliate website [www.eyaspartners.com](http://www.eyaspartners.com).

This Agreement replaces all previous terms and conditions for the Affiliate Programme, including any terms and conditions agreed between you and us previously. No other terms are implied by trade, custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise or representation, or assurance or warranty, that is not set out in this Agreement.

### 1. Definitions

The following expressions in this Agreement shall have the following meanings:

<b>Affiliate / you / your</b>	means the person or company who has registered to become an Affiliate and participate in our Affiliate Programme;
<b>Affiliate Account</b>	means the area you can log into on MyAffiliates to access details of the unique player identification number of Customers, Revenue Share payments, the Links and the Brand Content;
<b>Affiliate Programme</b>	means the affiliate programme operated by us whereby you promote the Sites by including the Links on the Affiliate Site;

<b>Affiliate Site</b>	means, collectively, your owned and/or controlled website(s), mobile app(s) and/or any other marketing channel used by you to direct traffic to the Site(s) as approved by us in advance in writing;
<b>Agreement</b>	means this Eyas Gaming Limited Affiliate Agreement, together with, where applicable, any other terms agreed in writing between you and us in relation to the Affiliate Programme from time-to-time;
<b>API</b>	means the Site's application programming interface;
<b>Applicable Law</b>	means any: (a) statute, statutory instrument, by-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal), including all gaming and consumer laws; (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body ; and/or (c) industry code of conduct or guideline, in any case which apply to us and/or to you and/or which relate to the activities of the parties under this Agreement;
<b>Brand</b>	means, but is not limited to "Merkur Slots, "Merkur Casino" and the "Eyas Gaming" brands and includes any and all of the Intellectual Property Rights

	of the Group from time-to-time incorporated in, associated with or derived from such brands (including without limitation all Brand Content);
<b>Brand Content</b>	means the graphical artwork or text containing or referencing the Brand, which are made available by us through your Affiliate Account, that you may use to connect Users to our Sites from the Affiliate Site;
<b>Commission</b>	means the amounts due to you from us, calculated in accordance with the terms of this Agreement and as displayed to you on your Affiliate Account;
<b>Confidential Information</b>	means all knowledge, information or materials of whatever nature and in whatever form (whether oral or written) relating to the disclosing party or its business and made available or provided by or on behalf of the disclosing party to the recipient party and all analyses and other documents prepared by or for the recipient party which contain or otherwise reflect any such information. It includes any and all proprietary technology and products (including inventions whether patentable or not), including but not limited to technical data, trade secrets, know-how, improvements and designs, and business or financial statements and projections;
<b>Control</b>	means the possession, directly or indirectly, of the power to manage the assets of and/or determine or cause the determination of the conduct of affairs of an entity, be it through the ownership of voting securities, by contract, agency or otherwise, which power shall in any case be deemed to exist by the possession, directly or indirectly, of either (i) the right to exercise (or the factual exercise of) more than 50% of all the votes exercisable at a general meeting of shareholders; or (ii) the right to appoint or cause the appointment of a majority of the members of the board of directors, or (iii) the right or ability to manage all (or substantially all) of the funds or assets of such entity (and the terms “ <b>Controlling</b> ”, “ <b>Controlled by</b> ”, “ <b>under Common Control with</b> ” and “ <b>Change of Control</b> ” shall be construed accordingly).
<b>Customers</b>	means a User who has entered one of the Site(s) via the Links and who: (a) has registered to open an account with us in respect of the relevant Site (“ <b>Customer Account</b> ”); (b) has not previously opened an account with us or any member of the Group (and for avoidance of doubt, any person who, having closed such an account, then registers or opens a new account via the Links shall not be deemed to be a Customer); (c) has had their account registration details adequately validated and approved by us, including (without limitation) that the individual is confirmed to be 18 years of age or above (or the legal age of consent for gambling in your jurisdiction of residence, if older than 18); and (d) stakes or plays (as relevant) with money deposited by them of at least £10/€10 (or the equivalent in any relevant currency) on the relevant Site;
<b>Data Protection Regulations</b>	means (i) all data protection legislation from time to time in force in Malta, including the Data Protection Act (Cap. 586 of the laws of Malta) and any and all subsidiary legislation made under that same act, (ii) the General Data Protection Regulation ((EU) 2016/679) (“ <b>GDPR</b> ”), (iii) all other legislation and regulatory requirements, including EU legislation in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and (iv) the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party; in each case as may be amended, supplemented or replaced from time to time.

<b>Excluded Territories</b>	means any territory outside of the United Kingdom of Great Britain and Northern Ireland from which the Affiliate Site must not accept Users and from which we will not accept Customers as set out on the Affiliate Account and as listed on the Site (if applicable) as amended from time to time;
<b>Fraud</b>	means any form of fraud committed by you and/or a Customer, which in our sole opinion, is deliberately performed by you and/or a Customer to secure a real or potential unfair or unlawful gain;
<b>Group</b>	means Eyas Gaming Limited and any of its direct or indirect holding companies and any direct or indirect subsidiaries of such holding companies and for these purposes 'group company' 'holding company' and 'subsidiary' shall have the meanings attributed thereto by the Companies Act, Chapter 386 of the laws of Malta;

<b>Inactive</b>	means for you: (a) where you have not sent a Customer to us for a period of three (3) months; or (b) the Net Revenue derived from Customers is less than £100 for any three (3) month period during the Term;
<b>Intellectual Property Rights</b>	means any and all intellectual property rights of all types or nature whatsoever including, without limitation, patent, copyright, design rights, trademarks, trade dress, database rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world and for the full duration of all such rights including all renewals and extensions thereof;
<b>Keywords</b>	means [merkur; merkur uk; uk merkur; merkur website; merkur login; merkur log in; login merkur; log in merkur; merkur sign up; merkur signup; merkur reviews; merkur trustpilot; merkur bonus; merkur app; merkur contact number; merkur live chat; is merkur legit; is merkur safe; merkur free spins; merkur welcome offer; welcome offer merkur; merkur promo code; merkur bonus code; promo code merkur; bonus code merkur; merkur games; merkur no deposit; merkur promotions; merkur gibraltar; merkur slots; merkur slots uk; play merkur slots; merkur slots game; merkur slots online; slots merkur; merkur slots website; merkur slots login; merkur slots log in; login merkur slots; log in merkur slots; merkur slots sign up; merkur slots signup; merkur slots review; merkur slots trustpilot; merkur slots bonus; merkur slots app; merkur slots contact number; merkur slots contact; merkur slots live chat; is merkur slots legit; is merkur slots safe; merkur slots free spins; merkur slots welcome offer; welcome offer merkur slots; merkur slots promo code; merkur slots bonus code; promo code merkur slots; bonus code merkur slots; merkur slot games; merkur slots no deposit; merkur slots promotions; merkur slots gibraltar; merkur casino; merkur casino uk; play merkur casino; merkur casino game; merkur casino online; casino merkur; merkur casino website; merkur casino login; merkur casino log in; login merkur casino; log in merkur casino; merkur casino sign up; merkur casino signup; merkur casino review; merkur casino trustpilot; merkur casino bonus; merkur casino app; merkur casino contact number; merkur casino contact;* merkur casino live chat; is merkur casino legit; is merkur casino safe; merkur casino free spins; merkur casino welcome offer; welcome offer merkur casino; merkur casino promo code; merkur casino bonus code; promo code merkur casino; bonus code merkur casino; merkur slot games; merkur casino no deposit; merkur casino promotions; merkur casino gibraltar;] and any other keywords which we may define as a "Keyword" from time to time without any obligation to notify you of any such change;
<b>Links</b>	means the adverts, hyperlinks, banners, text, RSS feeds or other promotional material, which may include the Brand Content, that have been provided or otherwise made available to you by us and/or pre-approved by us and which are placed on the Affiliate Site linking and directing traffic to the Site(s), as may be updated from time to time;
<b>Net Revenues</b>	means all monies staked with us by Customers through the Site(s) less the following: (a) monies paid out to Customers as winnings in respect of such stakes; (b) all monies paid or payable by us in the form of any betting and/or gaming duties, levies or taxes, including VAT (or reasonable provisions in respect thereof) or other statutory deductions or

	<p>payments to licensing, tax or other authorities; (c) charges levied on us by electronic payment or credit card organisations in respect of Customers; (d) bad debts in respect of Customers (defined in our sole discretion); (e) monies attributed to Prohibited Activity; (f) stakes returned to Customers; (g) transactions by Customers which are reversed by instruction from the card-holder's bank ("<b>Charge-backs</b>"); (h) any monies received from Customers who bet with us via a platform owned or operated by a third party; (i) the cost of bonuses, 'free bets', free chips', 'free spins', 'deposit matches' and other incentives provided to Customers as a promotional or marketing activity; and (j) any third party royalty incurred in relation to any Customers ("<b>third party royalty</b>" in this context means any royalty or revenue share which we must pay to a third party in order to lawfully exploit any technology or other product used from time to time on the Site(s));</p>
<b>Prohibited Activity</b>	<p>means an actual or attempted act by you, any Customer or any Sub-Affiliate (when applicable), which is reasonably deemed by us to be: (a) in breach of any Applicable Law; (b) made in bad faith; or (c) intended to defraud us or any Site and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Sites any damage or harm and without prejudice to the generality of the foregoing, "<b>Prohibited Activity</b>" shall include, without limitation: (i) collusion; (ii) abuse of bonuses or other promotions; (iii) abuse of the CPA commission structure (if applicable); (iv) violation of money-laundering laws and regulations; (v) spamming; (vi) false, misleading or unauthorised advertising or representations; (vii) use of stolen credit cards and/or stolen funds; (viii) rake-back activity; (ix) unauthorised use of any Intellectual Property Rights (including third parties' and our rights)); (x) creation of false accounts by you or Customers; (xi) manipulation of our service (xii) cheating; and (xiii) the use of software (such as so-called "bots") to gamble with us;</p>
<b>Regulator</b>	<p>means any governmental, judicial or regulatory body with regulatory control, authority, or jurisdiction over us or you or any activity conducted by us or you (including any gambling authority or data protection regulator);</p>
<b>Revenue Share</b>	<p>means your share of the Net Revenue accrued during a calendar month;</p>
<b>Site(s)</b>	<p>means the websites, landing pages, apps and/or any other online channels operated by or under the Brand from time to time, and all of their related pages (including any pages accessed through the API);</p>
<b>Spam</b>	<p>means unwanted or unsolicited emails or SMSes or any other form of communication which is sent indiscriminately to one or more mailing lists, individuals, or newsgroups. The above shall include not having appropriate opt-ins or opt-outs (or unsubscribe options) prior to the sending of such communication as well as the lack of maintaining records of the same;</p>
<b>Specific Terms</b>	<p>means any term of this Agreement that is specific to the jurisdiction(s) in which you operate, as set out in the Appendixes of this Agreement;</p>
<b>Sub-Affiliate</b>	<p>means any person or company introduced to us by you which is accepted by us as a member of our Affiliate Programme under your Affiliate Account;</p>
<b>Term</b>	<p>has the meaning given to it in clause 14.1.;</p>

<b>Terms and Conditions</b>	means these terms and conditions which govern the Affiliate Programme;
<b>Third Party Promoter</b>	has the meaning given to it in clause 5.18.;
<b>User(s)</b>	means visitors to the Affiliate Site;

<b>Virus</b>	means any thing or device (including any software, code, file and/or programme, such as worms and/or trojan horses) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); prevent, impair or adversely affect the user experience; and
<b>we / us / our / Eyas Gaming</b>	means Eyas Gaming Limited (C 96702)

## 2. Your Application

- 2.1. As part of the application process to become a member of the Affiliate Programme, you must:
- (a) complete and submit an online application form;
  - (b) provide the information and/or documentation (as applicable) we request from you directly; and
  - (c) demonstrate to our reasonable satisfaction that the Affiliate Site is live at the time of your application.
- 2.2. The application form will form part of this Agreement and you warrant and represent that all the information you provide to us either directly or as part of the application is true, accurate and complete and that you will immediately inform us if there are any changes to it. If the information you provide to us either directly or as part of the application is not true, accurate and/or complete, we reserve the right to reject your application to become an Affiliate.
- 2.3. Your application to be an Affiliate will be reviewed following submission and we will notify you as to whether or not your application has been successful (which will be at our sole discretion). If your application is rejected, you may reapply at another time. If your application is successful, you hereby accept to be appointed as an Affiliate on the terms of clause 3.1. below and we will provide you with the necessary instructions on how to access your Affiliate Account.

## 3. This Agreement

- 3.1. Your appointment as an affiliate in our Affiliate Programme will take legal effect between you and us only if, as and when we confirm to you in writing that we have accepted your application to join our Affiliate Programme. For the avoidance of doubt, we are under no obligation to accept any application to our Affiliate Programme (including yours) and we will not be liable to you if we refuse your application, regardless of our reasons for doing so.
- 3.2. You are not permitted to use any Links and/or Brand Content until your application has been approved in accordance with clause 3.1. above. Until such time, we will have no legal obligation or liability to you of any kind, including any responsibility or monetary obligation to you with regard to any Customers.
- 3.3. If you become an Affiliate you will:
- (a) promote the Sites as set out from time to time at your Affiliate Account(s) (as applicable); and
  - (b) prominently place Links on the Affiliate Sites in accordance with this Agreement.



- 3.4. Except as otherwise stated in clause 9.15., we may change all or any part of this Agreement at any time. Where the change is not in your favour, we will however give you a period of seven (7) days to inform us if you do not agree to the change. If, seven (7) after the change is made, you have not notified us in writing that you wish to terminate this Agreement under clause 14.6.(b), then your continued participation in the Affiliate Programme will constitute your binding acceptance of such change/s.
- 3.5. Other than clause 15. (Consequences of Termination), if there is a conflict between these Terms and Conditions, the Specific Terms and/or any document we provide to you via your Affiliate Account governing our relationship with you, the order of precedence shall be as follows:
- (a) the relevant document provided to you via your Affiliate Account;
  - (b) the Specific Terms; and
  - (c) these Terms and Conditions.

#### **4. Identity Verification and Supporting Documentation**

- 4.1. It is our policy to prohibit and actively prevent money laundering and the funding of terrorism or crime, and any activity that facilitates money laundering or funding of terrorist or criminal activities. Before accepting your application, we will verify your identity by obtaining information from public sources and data and through the information and/or documentation provided by you. You agree to provide us with such documentation as we may reasonably request which may include (but is not limited to): (i) documents (where you are an individual) for the purposes of proof of identity, proof of residence and/or address and/or proof of age; or (ii) (where you are a company) constitutional documents and documents which verify the identity of the directors and beneficial owner of the company. You agree to provide us with any supporting documents which we may request from time to time throughout the Term.
- 4.2. If we are unable to satisfy ourselves of your identity at any time during the Term, we shall be entitled to terminate this Agreement immediately.
- 4.3. If you are a company and you fail to provide us with sufficient information and/or documentation regarding your company at any time during the Term, we shall be entitled to terminate this Agreement immediately. You agree to provide us with all relevant information and/or documentation in the event of any change in the structure of your company, including but not limited to, any change in the VAT registration or the directors and ultimate beneficial owner(s) or other change of control of your company.

#### **5. Your Obligations**

##### Links

- 5.1. Throughout the Term, you must prominently incorporate and continuously display on the Affiliate Site the most up to date Links and Brand Content provided to you by us. You shall:
- (a) not alter or remove any promotional terms and conditions which have been included in any Link;
  - (b) not affect the means by which a User may access such promotional terms and conditions from the Links, including the requirement that significant conditions are accessible on the same page where possible and, if not, within a single 'click' of the Link on any linked landing and/or sign-up Sites;

- (c) continually test and ensure that any Link provided to you is working accurately and links to the relevant full promotional terms and conditions; and
  - (d) where we update the Links, remove the old Links from the Affiliate Site and only use such updated Links.
- 5.2. You agree to give us your reasonable assistance in respect of the display, access to, transmission and maintenance of the Links.
- 5.3. You must only use Links provided by us, or pre-approved by us in writing, to promote the Brand and provide services to us under this Agreement. You are not permitted to create and/or distribute any marketing materials containing any Brand Content without our prior written approval.
- 5.4. You agree to comply with any instructions, guidelines, notices or updates issued by us from time to time in relation to the use of our Brand Content and/or the operation of Links.

#### Regulatory

- 5.5. You acknowledge and agree that you are required to comply with licence conditions, regulations and/or codes of practice issued by Regulators and applicable to us, to you or to both of us. By participating in the Affiliate Programme, you agree to operate your Affiliate Site and perform your obligations under this Agreement as if you were bound by the same licence conditions and subject to the same codes of practice as us and that you will (without limitation):
- (a) at all times throughout the Term and at your sole expense, obtain, maintain and comply with all licences, permissions, registrations, consents and/or authorisations you may require (including but not limited to any requirement to obtain an affiliate licence from, or register with, a Regulator) in order to fulfil your obligations under this Agreement in accordance with all Applicable Law;
  - (b) comply and act in accordance with the following objectives: (i) preventing gambling from being a source of crime or disorder, being associated with crime or disorder, or being used to support crime; (ii) ensuring that gambling is conducted in a fair and open way; and (iii) protecting children and other vulnerable persons (included excluded and self-excluded players) from being harmed or exploited by, or exposed to, gambling;
  - (c) conform and adhere to good industry practice and good business conduct in respect of the activities you carry out under the terms of this Agreement;
  - (d) ensure that the Affiliate Sites will not at any time include, promote or link to, and in particular not use the Links and/or the Brand and/or the Brand Content alongside or in conjunction with, any of the following types of content: (i) copyrighted content for which unauthorised access is available (such as file-sharing and bit-torrent functionality); (ii) obscene, indecent, pornographic and so-called 'adult' content; (iii) content which promotes hatred or discrimination on the basis of religion, race, ethnicity, gender, sexual orientation or political persuasion; (iv) content which endorses, promotes or incites crime or terrorism; (v) gambling that is unlawful, for example so-called 'black market' gambling websites that offer remote gambling in jurisdictions where local licences are required without such local licences; (vi) content that is defamatory; and (vii) without prejudice to the generality of the foregoing categories of content, any content which we consider could materially adversely reflect upon the name, image and reputation of the Group or the Group's continuing possession and enjoyment of its gambling licences or which might adversely affect in any manner the Group's relationship with any Regulator; and
  - (e) provide us with any such information as we may reasonably require in order to enable us to comply with any information reporting and/or other obligations to any Regulator.



- 5.6. You will not place any Links and/or Brand Content on pages of the Affiliate Site which are directed at, or are likely to be of particular appeal to, anyone under the age of 18 years (or alternatively the age, if greater than 18, when they can lawfully participate in betting and/or gaming activities in their jurisdiction).
- 5.7. If you wish to place the Links or Brand Content on any medium other than the Affiliate Site, you must first obtain our written consent (which will be provided at our sole discretion).
- 5.8. We have the right to monitor the Affiliate Site to ensure you are complying with the terms of this Agreement and you shall provide us with remote access to the Affiliate Site and all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.
- 5.9. If we discover that your use of any Link or Brand Content is not in compliance with the terms of this Agreement, this will constitute a breach of this Agreement on your part entitling us to immediately render the Link(s) inoperative and terminate this Agreement in accordance with clause 14.3..
- 5.10. You are not, in any circumstances whatsoever, permitted to target the Links or the Brand Content to any person or entity located in an Excluded Territory.

IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK THE SITE REGARDING ANY CHANGES TO THE LIST OF EXCLUDED TERRITORIES (WHERE PUBLISHED).

- 5.11. You warrant and represent to us that you will at all times provide services under this Agreement (including your use of the Links and Brand Content) in accordance with all Applicable Law.
- 5.12. You, and your direct relatives (whether a spouse, partner, parent, child, grandchild or sibling) or any connected party to you (whether a director, contractor, partner, agent, employee or otherwise) are not eligible to become a Customer. You agree that you shall not be entitled to Commission or any other amounts in relation to such persons.
- 5.13. We reserve the right to refuse Customers, or to close their accounts, where we deem it necessary or advisable in order to comply with our legal or contractual obligations (including anti-money laundering and counter-financing of terrorism regulations) and/or to protect our interests or those of our business partners. Provided we are not legally prohibited from doing so, we shall notify you if this is the case at the relevant point in time.
- 5.14. You shall promptly inform of any actual or potential legal difficulties which may prevent your performance of this Agreement according to its terms.

#### Brand Protection

- 5.15. You must not:
  - (a) purchase or register Keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are identical or similar to any of the Group's service, trade or other brand names from time to time, including the Brand;
  - (b) apply for, or obtain, registration of any mark in any country which consists of, or comprises, or is confusingly similar to, to any of the Group's service, trade or other brand names from time to time, including the Brand
  - (c) include metatag Keywords on the Affiliate Site; or
  - (d) except as expressly permitted in this Agreement, use marks, terms or images, in each case, which are identical or similar to any of our trademarks or trade or other brand names operated by us or a member of the Group from time to time, including the Brand.

- 5.16. You warrant and represent that you shall not, nor shall you authorise, allow, assist, or encourage any third party to:
- (a) directly or indirectly offer any person or entity any consideration or incentive for using the Links to access the Site;
  - (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person;
  - (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Site;
  - (d) engage in transactions of any kind on the Site on behalf of any third party;

- (e) take any action that could reasonably cause any User and/or Customer confusion as to our relationship with you, or as to the Site on which any functions or transactions are occurring;
  - (f) other than providing the Links in accordance with this Agreement and any promotion contemplated by clause 5.16., post or serve any advertisements or promotional content promoting the Site or the Brand;
  - (g) post or serve any advertisements or promotional content promoting the Site or Brand otherwise around or in conjunction with the display of the Site including, but not limited to, any pop-up windows or pop-under windows or “framing” technique or technology;
  - (h) attempt to artificially increase monies payable to you by us;
  - (i) cause the Site (or any page thereof) to open in a User's browser other than as a result of the User clicking on a Link;
  - (j) attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website that participates in the Affiliate Programme;
  - (k) use the Links and/or any Brand Content (including banners, campaigns and promotional material) alongside, in conjunction or in connection with any content prohibited by this Agreement and you shall immediately remove or procure the removal of any Brand graphics, Brand banner advertisements, Links or Brand Content following notification from us if we consider that you are doing so;
  - (l) directly or indirectly engage or in benefit from any act or traffic that involves any Prohibited Activity;
  - (m) directly or indirectly post, serve, distribute or redirect any advertisements or promotional content promoting or otherwise advertising or marketing the Site (including, without limitation, banners, campaigns and promotional material) to any person or entity located in the Excluded Territories;
  - (n) target the Affiliate Site or any Links to any person or entity located in the Excluded Territories; or
  - (o) directly or indirectly allow a Sub-Affiliate to breach any term of this Agreement.
- 5.17. If we determine, in our sole discretion, that you have engaged in any of the activities set out in clause 5.15 . and/or 5.16., we may (without limiting any other rights or remedies available to us) void and/or withhold any monies otherwise payable to you under this Agreement gained through such breach and/or terminate this Agreement under clause 14.3..

#### Use of Third Parties

- 5.18. If agreed by us in advance in writing, and at all times subject to this Agreement, you may use Sub-Affiliates, affiliate networks, social influencers or other third-party marketing channels (“**Third Party Promoter**”) to promote the Links.
- 5.19. The appointment of a Third Party Promoter shall not relieve you from any of the obligations under this Agreement, and you shall be fully responsible and liable to us on the terms of this Agreement for the acts and omissions of all Third Party Promoters as if it was your own act or omission.
- 5.20. Without prejudice to any other rights and remedies we may have, we shall have no legal relationship, obligation or liability to any Third Party Promoter and we shall in particular be under no obligation to:

- (a) accept or pay to you any Net Revenue that may have been generated by the activities of any Third Party Promoter if it is not accrued in accordance with the terms of this Agreement; and
- (b) make any payment or enter into any dealings with any Third Party Promoter and in this regard you acknowledge and agree that it is your responsibility to make payments to any Third Party Promoter and you agree to indemnify us in full upon demand and defend and hold us harmless from any claim made by any Third Party Promoter to us for payment of any type.

#### Marketing to Users

5.21. In relation to your marketing and promotion of the Brand, you agree as follows:

- (a) unless otherwise agreed by us, you are not permitted to send any form of direct marketing containing any Links or any Brand Content, including but not limited to, email, SMS or text message. For the avoidance of doubt, your use of any Links and/or Brand Content as or in any marketing or promotional materials must be pre-approved by us in writing before distribution as set out in clause 5.3. of this Agreement;
- (b) if we permit you to send direct marketing, you must not:
  - (i) not send Spam of any kind to any person;
  - (ii) where required by applicable law, validly obtain each and every recipient's positive opt-in consent to receiving such marketing communications, including in its particular form (that is, by e-mail, SMS or otherwise);
  - (iii) not, at any time, send any marketing communications to any person who has opted out of, or otherwise objected to, receiving such communications;
- (c) you shall comply with all EU and applicable national legislation and/or regulations relating to use of 'cookies' and other tracking technology, whether in force as at the date hereof or subsequently introduced or adopted (including the Processing of Personal Data (Electronic Communications Sector) Regulations (Subsidiary Legislation 586.01)) and shall comply with all required cookie notification procedures and consent requirements as they relate to the Affiliate Sites and its Users and visitors;
- (d) you will ensure that all marketing and promotion of the Brand complies with the following requirements in addition to any Specific Terms that may relate to any particular jurisdiction:
  - (i) all marketing and promotion of the Brand must comply with the advertising regulations of the jurisdiction at which it is targeted;
  - (ii) no marketing or promotion of the Brand may be targeted at persons who are under the age of eighteen (18) or, if above the age of eighteen (18), the age of consent in relation to gambling in their particular jurisdiction, or to or any other vulnerable person (including any person undergoing a period of self-exclusion);
  - (iii) no marketing or promotion of the Brand may be likely to be of particular appeal to those under the age of 18, especially by reflecting or being associated with youth culture or feature anyone who is, or seems to be, under the age of twenty-five (25) gambling or playing a significant role;
  - (iv) all marketing and promotion of the Brand must be socially responsible and must not promote or encourage gambling which might be interpreted as being socially irresponsible or which could lead to financial, social or emotional harm; and
  - (v) no marketing or promotion of the Brand may link gambling to seduction, sexual success or enhanced attractiveness or use adult content or themes;

## Use of the API

5.22. Where you use our API, you shall:

- (a) use the API in accordance with all manuals and guidelines issued by us from time to time;
- (b) comply in full with all directions and instructions issued by us in relation to the API;
- (c) not (and not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API in whole or in part;
- (d) not access, store, distribute or transmit any Viruses;



- (e) keep all information relating to the API (including any keys and/or access codes) confidential (and such information shall be deemed Confidential Information for the purposes of clause 16.); and
- (f) not provide access to the API to any third party without our prior written consent.

## **6. Our Obligations**

- 6.1. We shall supply you with the Links for inclusion on the Affiliate Site.
- 6.2. Subject to you complying with our instructions with regard to tracking Customers, we shall use our best endeavours to ensure that whenever a User links to the Site through the Links and subsequently becomes a Customer, the relevant Customer is identified as originating from the Affiliate Site. However, save in the event of negligence on our part, we shall not be liable to you in any way if we are unable to identify a Customer as originating from the Affiliate Site.
- 6.3. We shall be entitled to exercise any of our rights or fulfil any of our obligations hereunder (including, without limitation, our payment obligations pursuant to clause 9.) through the Group.
- 6.4. We make no representation that the operation of the Site will be uninterrupted or error-free and we will not be liable for the consequences of any downtime, interruptions or errors.

## **7. Data Protection**

- 7.1. Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply, with its requirements under the Data Protection Regulations as they apply to this Agreement and the services provided in connection with it. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
- 7.2. You warrant that you, the Affiliate Site(s) and any third party engaged by you, including but not limited to Third Party Promoters, shall at all times comply in full with the Data Protection Regulations.
- 7.3. If you and/or any Sub-Affiliate collects and/or processes any Personal Data of Customers for the purposes of this Agreement, you and/or the Sub-Affiliate must comply in full with the Data Protection Regulations.

## **8. Inactivity**

- 8.1. If we deem you to be Inactive, we may freeze your Affiliate Account and notify you that it has been frozen. If we do not receive any response from you within thirty (30) days, we will be entitled to, at our sole discretion, delete your Affiliate Account and terminate this Agreement in accordance with clause 14.2 (in which case, no further Commissions shall be due or payable to you as from the date upon which such termination takes effect).

## **9. Payment**

- 9.1. Any amounts due and payable to you shall be displayed on the Affiliate Account and shall not be modified other than in accordance with this Agreement or as agreed in writing between us and you.
- 9.2. Commissions paid under this Agreement are **exclusive** of value added tax. You accept and acknowledge that you shall only be entitled to Commissions on Customers (as defined in this Agreement).
- 9.3. Upon becoming an Affiliate (subject always to our acceptance of your application) you must select one of the payment models set out below. Pursuant to clause 9.15., we may change, amend or alter the payment models set out below at any time.

Profit Share Model (“**Profit Share Model**”).

We will pay you an amount each month calculated in accordance with the below formula.

If the Net Revenue in respect of the Customers for the relevant month is between €0.01 and €5,000.00, we will pay to you an amount equal to 20% of the Net Revenue solely in respect of those Customers.

If the Net Revenue in respect of the Customers for the relevant month is between €5,000.01 and €15,000.00, we will pay to you an amount equal to 25% of the Net Revenue solely in respect of those Customers.

If the Net Revenue in respect of the Customers for the relevant month is between €15,000.01 and €25,000.00, we will pay to you an amount equal to 30% of the Net Revenue solely in respect of those Customers.

If the Net Revenue in respect of the Customers for the relevant month is between €25,000.01 and €35,000.00, we will pay to you an amount equal to 35% of the Net Revenue solely in respect of those Customers.

If the Net Revenue in respect of the Customers for the relevant month is above €35,000.01, we will pay to you an amount equal to 40% of the Net Revenue solely in respect of those Customers.

#### Cost Per Acquisition Model (“CPA Model”)

For each Customer, we will pay you an amount that we agree with you as part of your application process.

Unless agreed otherwise between us and you in writing, the first fifty (50) Customers under a CPA model will be considered “Test Customers”. We will work with you to assess the quality and value of the Test Customers with reference to your Affiliate Account. Once the number of Test Customers is equal to fifty (50), we may, in our sole discretion, change the CPA pricing model we agreed with you.

#### Hybrid Model

For each Customer, we will pay you an amount that we agree with you as part of your application process that combines the CPA Model and Profit Share Model.

- 9.4. We will provide you with statements accessible through your Affiliate Account detailing the number of Customers and the Commission due to you in that calendar month pursuant to the payment model you have selected as part of your application process.
- 9.5. Under the Profit Share Model, CPA Model or the Hybrid Model, we will not pay you any amount relating to:
  - (a) a customer who becomes a Customer by virtue of Fraud;
  - (b) a Charge-back; and
  - (c) any Customer from an Excluded Territory.

Where we have paid you any amount under (a) – (c) of this clause 9.5., we will deduct the relevant amount from the Commission payable to you by us in the following calendar month.

- 9.6. All Commission payable by us shall be automatically raised and paid out to the bank account nominated by you on your application form within sixty (60) days of the end of the relevant calendar month. There is no requirement for you to raise an invoice for the Commission but we may, in certain circumstances, request that you raise an invoice for the Commission before making any payment to you.
- 9.7. In the event you request to be paid to a bank account different to the one nominated by you on your application form, we may request such supporting documentation as we require before deciding whether to pay you any Commission to the bank account that is different to the one nominated by you on your application form.

- 9.8. We will only pay you the Commission in Euros. Any Net Revenue received in currencies other than Euros shall be converted into Euros in accordance with our standard currency exchange policy from time-to-time.
- 9.9. If an error is made in the calculation of the Commission due and payable to you, you shall notify us immediately and we reserve the right to correct such calculation at any time and to reclaim any overpayment made by us to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).
- 9.10. We will not be obliged to pay any Commission to you which we deem (in our sole discretion) was generated by Prohibited Activity. If we deem any traffic to be generated by Prohibited Activity, we will notify you as soon as reasonably practicable. We will also be entitled, in such circumstances, to set-off from future amounts payable to you any amounts already received by you which have been generated by any Prohibited Activity.
- 9.11. You acknowledge and accept that you may be required to provide verification and KYC documentation before a Commission will be paid out.
- 9.12. No Commission shall be due to the Affiliate in respect of any Customers whom we determine, or otherwise have reason to believe, were procured, or otherwise generated from traffic, which is illegal and/or contrary to or in breach of any provision of this Agreement.
- 9.13. Where you suspect that a Customer referred by you under this Agreement is in any way associated to bonus abuse, money laundering, Fraud, player collusion or any abuse of any gaming sites or gaming operations, you shall notify us about this immediately. You hereby understand, accept and agree that any Customer found or believed to have engaged in bonus abuse, money laundering, Fraud, player collusion or in any form of abuse of gaming sites or gaming operations, or who has assisted in any form of affiliate fraud, does not and will not under any circumstance constitute a valid Customer under this Agreement and no Commission or other fee shall be payable by us or due to you in relation to such Customer. We reserve the right to close the account of any Customer who is suspected of having engaged, or taken steps to engage, in any Fraud and shall have no liability to you if we do so.
- 9.14. You 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 authority as a result of any payments received or commissions generated in connection with this Agreement. We shall not, under any circumstance, be liable or held liable for any unpaid amounts due by you to such authorities (locally or abroad) and you hereby agree and undertake to defend, indemnify and hold Eyas Gaming harmless in respect of any and all actions, claims or proceedings related thereto.
- 9.15. We reserve the right to change your chosen payment structure (including any amounts) at any time by providing you with at least thirty (30) days prior written notice. Upon expiry of the thirty (30) day notice period, the new payment structure will automatically apply to:
- (a) any new Customers referred to us after this date if you have selected the CPA Model; and
  - (b) any Customers referred to us at any time during the Term if you have selected the Profit Share Model or the Hybrid Model.

If you do not agree to the change then you may terminate this Agreement by notifying us in writing in accordance with clause 14.2.

- 9.16. All calculations in connection with the amounts payable to you under this Agreement will be made by us and based solely on our systems, data and records. Our calculations will be final and binding.

## **10. Intellectual Property Rights**

- 10.1. We grant to you a non-exclusive, revocable and non-transferable licence to display the Brand Content during the Term solely for the purposes of the display of the Links by you on the Affiliate Site as set out in this Agreement and in accordance with any guidelines as may be provided to you from time to time by us. All Intellectual Property Rights and any goodwill arising in the Links and in all gambling products, associated systems and software, relating to the services provided by us from time to time, shall remain our property. You are not permitted to use the Brand Content in any way that is detrimental to us, our reputation or goodwill. You are not permitted to alter or modify in any way the Brand Content without our express prior written consent. You may not sub-license any of the rights given to you under this licence, except and unless our prior written permission is given (which we shall not be obliged to grant).
- 10.2. You may not use the Brand for any purpose other than that set out in Clause 10.1. In the event of any default of this licence condition, we shall be entitled to terminate the Agreement with immediate effect.
- 10.3. In return for being enrolled on and benefitting from our Affiliate Programme, you assign (and will procure and ensure that any relevant third party assigns) all Intellectual Property Rights in the Brand Content which do not belong to you but may accrue to you as a result of your performance of your obligations under this Agreement to us as exclusive legal and beneficial owner with full title guarantee, including in the case of copyright by present assignment of present and future copyright. You will notify all details of any such Intellectual Property Rights upon their creation and the assignment in this clause will take effect in relation to all such Intellectual Property Rights from the point of creation.
- 10.4. You agree that the Affiliate Site shall not in any way resemble the look and/or feel of the Site, nor will you create the impression that the Affiliate Site is a Site (or any part thereof).

## 11. Warranties

- 11.1. Each party to this Agreement represents and warrants to the other that it has and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement.
- 11.2. You warrant and represent to us that:
- (a) you have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and provide such copies as we may request from time to time;
  - (b) by entering into this Agreement with us and performing your obligations hereunder, you do not and will not violate any other agreement to which you are a party or by which you are otherwise bound;
  - (c) your performance of your obligations under this Agreement shall not infringe the rights of any third party, including but not limited to a third party's Intellectual Property Rights;
  - (d) you will provide to us at any point during the Term any such information as we may reasonably require to enable us to comply with our obligations to a Regulator or under Applicable Law;
  - (e) you fully comply with, and shall continue to fully comply with all Applicable Law, including but not limited to Data Protection Regulations and gaming laws (including all rules and regulations on gaming commercial communications); and
  - (f) you are not under the age of either 18 years, or the age at which gambling activities are legal under the law of the jurisdiction where you are located, whichever is greater.

## **12. Indemnity**

You hereby indemnify us and hold us, our contractors, agents, directors, officers, employees and representatives harmless from and against any and all losses, penalties, fines (including from any Regulator), demands, claims, damages, costs (including legal costs), expenses (including, without limitation, consequential losses and loss of profit, if applicable) and liabilities suffered or incurred, directly or indirectly, by us arising out of, or in any way connected with:

- (a) breach, non-performance or non-observance by you of any of your obligations under this Agreement;
- (b) any claim from a third party relating to the development, operation, maintenance and/or contents of the Affiliate Site(s);
- (c) action taken by a Regulator against us, any fines or financial sanctions imposed by any Regulator upon us, or the amounts of any voluntary financial settlements which we consider necessary to enter into with any Regulator, in each case as a consequence of any act or omission by you; and/or
- (d) breach, non-performance or non-observance by you of any of your warranties or representations in this Agreement, including but not limited to, your compliance with Applicable Law and Data Protection Regulations.

## **13. Limitations of Liability**

13.1. Nothing in this clause 13. shall limit either party's liability for death and personal injury resulting from its negligence, or for fraud or for any other liability that cannot be limited by law.

13.2. We shall not be liable to you, in contract, tort (including, without limitation, negligence) or for breach of statutory duty or in any other way, for:

- (a) any loss of revenues, profits, contracts, business or anticipated savings;
- (b) any loss of goodwill or reputation; or
- (c) any indirect or consequential losses,

in each case, whether or not such losses were within the contemplation of you or us at the date of this Agreement.

- 13.3. Our liability shall not, in any event, exceed the Commission paid by us to you in the twelve (12) month period prior to the date on which our liability arose.
- 13.4. You acknowledge that this Agreement does not impose any exclusivity on us or any Group company, and we shall be permitted to engage other affiliates as we wish, and neither us or any member of the Group shall be liable in any way whatsoever for engaging in any arrangement competing with you.
- 13.5. We make no express or implied warranties or representations with respect to the Affiliate Programme. We make no representation that the operation of our Sites (including service and tracking) will be uninterrupted or error-free. We will not be liable for the consequences of any such interruptions or errors.

#### **14. Term and Termination**

- 14.1. This Agreement shall start on the date that we notify you that your application to join the Affiliate Programme has been successful and shall continue thereafter until it is terminated in accordance with this clause 14. ("**Term**").
- 14.2. Either you or we may terminate this Agreement for convenience at any time and for any reason or without reason by giving the other at least thirty (30) days written notice (including email).
- 14.3. We reserve the right to terminate this Agreement with immediate effect by notifying you in writing if:
  - (a) you have breached (or we have reasonable grounds to believe you have breached) any of the terms of this Agreement;
  - (b) we (acting reasonably) believe that you have breached, or may be in breach, of any Applicable Law;
  - (c) there is any negative publicity concerning you, or your owner(s) or group companies (if applicable), which we believe may damage, bring into disrepute or otherwise materially adversely affect the name, image, goodwill or reputation of us, the Brand, the Group, and/or its/their brands;
  - (d) we believe that our relationship with you might prejudice our or the Group's relationship with any Regulator or of the Group's ability to obtain, maintain and comply with the terms of any gambling licence;
  - (e) you undergo a Change of Control (and in that regard, you undertake to give us advance notice before undergoing any such change)
  - (f) we or any other Group company are ordered or required by any Regulator to terminate this Agreement; and/or
  - (g) we and/or any other Group company cease to operate the Sites, or any part thereof.
- 14.4. For the avoidance of doubt, if we continue to permit activity from a Customer after termination of this Agreement pursuant to this clause 14., this shall not constitute a continuation or renewal of this Agreement or a waiver of any right we may have.



14.5. We may immediately suspend your membership of our Affiliate Programme at any time if we suspect you have breached (or we have reasonable grounds to believe you have breached) any of the terms of this Agreement or have committed an act of Fraud. Your membership of our Affiliate Programme will remain suspended in the event we choose to fully investigate your conduct. Following any such investigation, we may choose to terminate this Agreement under clause 14.3. or reinstate your membership to our Affiliate Programme. For the avoidance of doubt, no Commission shall be payable to you for the duration of any suspension of your membership of our Affiliate Programme.

14.6. You have the right to terminate this Agreement:

- (a) with immediate effect by notifying us in writing if we commit a material breach of any of our obligations under this Agreement and, if such breach can be remedied, we fail to remedy it within fourteen (14) days of the date of receipt of notice from you; and
- (b) if we make a change to all or any part of this Agreement which is not in your favour pursuant to clause 3.4. and you do not agree to the changes, such termination to take effect at the end of the 7 day period referred to in clause 3.4..

14.7. Either party ("**Non-Defaulting Party**") may terminate this Agreement with immediate effect by written notice to the other party ("**Defaulting Party**") if the Defaulting Party becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets or if any petition 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.

## 15. Consequences of Termination

15.1. Immediately following the termination of this Agreement you must:

- (a) cease making use of and return to us all copies in your possession, custody or control of any Confidential Information we have provided to you pursuant to this Agreement;
- (b) cease all use of the Brand and Brand Content;
- (c) remove all of the Links and the Brand Content from the Affiliate Site;
- (d) disable any Links from the Affiliate Site to any Site, and stop any activity relating to Links; and
- (e) destroy or return to us any Brand Content in your possession.

All rights and licences granted to you, including but not limited to those granted by us to you under clause 10., shall immediately terminate.

15.2. If we terminate this Agreement for convenience pursuant to clause 14.2., we will pay to you any Commission outstanding due to you as at the date of termination but thereafter no further Commission shall be due and payable to you from the date upon which termination takes effect.

15.3. If you terminate this Agreement for convenience pursuant to clause 14.2., no further Commission shall be due and payable to you from the date upon which termination takes effect.

15.4. If we terminate this Agreement under clause 14.3., no further Commission shall be due and payable to you from the date upon which termination takes effect.

15.5. The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either party at the time when the Agreement ends, save that any clause the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after the end of the Term.

## 16. Confidentiality

- 16.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs which is expressed to be confidential or which might reasonably be deemed to be confidential, except as permitted by clause 16.2..
- 16.2. Each party may disclose the other party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 16., and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3. No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

## **17. Notices**

- 17.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by pre-paid first-class post (deemed to have been received at 9.00am on the second business day after posting) or email (deemed to have been received when transmitted unless the sender receives notification that the email has not been received by the recipient).
- 17.2. For all notices delivered to us:

### **Post**

Eyas Gaming  
No. 2 Geraldus Farrugia Street  
Zebbug ZBG 4351  
Malta

### **Email**

[info@eyaspartners.com](mailto:info@eyaspartners.com)

- 17.3. For all notices delivered to you:

### **Post**

In the affiliate programme entered postal address

### **Email**

In the affiliate programme entered email address

## **18. General**

- 18.1. This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.
- 18.2. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by you. Accordingly, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
- 18.3. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

- 18.4. If any clause in this Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.
- 18.5. this Agreement does not confer any rights on any person or party (other than the parties to this Agreement)
- 18.6. You shall not, without our prior written consent, assign, transfer or subcontract all or any of your rights or obligations under this Agreement. We shall be entitled to exercise any of our rights or fulfil any of our obligations hereunder (including our payment obligations) through any company within the Group. In addition, we shall be entitled to assign, transfer and/or sublicense our rights and obligations under this Agreement to any company within the Group without your consent.
- 18.7. This Agreement is governed by and is to be construed in accordance with the laws of Malta. You and us irrevocably agree that the courts of Malta shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.
- 18.8. In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

**DATE OF THESE TERMS:** September 2021

## APPENDIX A

### United Kingdom

Unless defined herein, capitalised words in this Appendix A shall have the meanings set out in the Terms and Conditions.

1. You acknowledge and agree that you are required to comply with the latest version of the [Licence conditions and codes of practice issued by the Gambling Commission of Great Britain \("LCCP"\)](#) (to the extent that they apply to your activities). Without prejudice to the generality of the foregoing, this includes (without limitation):
  - (a) licence condition [7](#) (general 'fair and open' provisions and licence condition [16](#) (responsible placement of digital adverts); and
  - (b) code of practice provisions [4](#) ('fair and open' provisions) and [5](#) (Marketing).
2. You acknowledge and agree that you are required to comply with the [Advertising Standards Authority's CAP Code](#) (in particular sections [3](#), [8](#), [16](#) and [17](#)) and any related guidance issued from time to time, including but not limited to labelling all relevant marketing, advertising and promotional social media posts with "#ad".
3. You acknowledge and agree that you are required to comply [at all times](#) with the [Gambling Industry Code for Socially Responsible Advertising as updated](#) from time to time, [including but not limited to incorporating the industry keyword blacklist \(as updated from time to time\) into any promotional and marketing materials](#).
4. You shall ensure that all marketing, advertising and promotions targeted at Users located in the United Kingdom includes the following wording:
  - (a) "begambleaware.org";
  - (b) "18+ only";
  - (c) "Terms and Conditions apply"; and
  - (d) any responsible gambling and/or significant conditions provided by us.
5. You shall ensure that any significant conditions provided by us are included in the Links and/or the Brand Content itself unless it is impossible to do so because of significant limitations on time or space.
6. You acknowledge and agree that you will be required to share responsible gambling content via the Affiliate Site and any associated social media channels, the exact nature, wording and frequency of such content to be determined by us in our sole discretion.
7. You shall not direct the Links and/or the Brand Content at those aged below 18 years.
8. You shall ensure that the Affiliate Site shall not be of particular appeal to those aged below 18 years.
9. You shall:
  - (a) comply with all Applicable Law relating to anti-bribery, anti-corruption and anti-money laundering, including but not limited to the Bribery Act 2010;

- (b) not engage in any activity, practice or conduct which would constitute an offence under any Applicable Law, including but not limited to the Bribery Act 2010, if such activity, practice or conduct had been carried out in the UK; and
- (c) have and maintain in place throughout the Term your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with all Applicable Law relating to anti-bribery, anti-corruption and anti-money laundering, and will enforce them where appropriate.

## APPENDIX B

[•]