

## ROYAL STARS AFFILIATES TERMS AND CONDITIONS

### INTRODUCTORY PROVISIONS

This document (the "Affiliate Agreement" or "Agreement") sets out the terms and conditions agreed between: ROYAL STARS AFFILIATES (hereinafter "Company"), and the person/company set out on the relevant application form (hereinafter the "Affiliate"), enabling the Affiliate to join and become a member (if the Affiliate's application is successful) of the Royal Stars Affiliates Program ("Program"). The Affiliate shall ensure and undertake that the information provided to the Company when completing the application form is complete, true and accurate in all respects.

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

The Company may change all or any part of this Agreement at any time and at its sole discretion. Notice will be given by message to the Affiliate's email address and will be deemed to be served immediately when sent by the Company or by a pop-up message once the Affiliate logs into the Affiliate Platform – whichever occurs sooner. If the Affiliate does not agree to such changes, the Affiliate may terminate this Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Program after the Company has posted the changes, this will constitute binding acceptance of such changes.

### DEFINITIONS

"Affiliate" means any natural and/or legal person who, after having entered into this Agreement, makes space on its website or other media platform ("Affiliate Site" or "Site") for the Content provided by the Company for the purposes of this Agreement.

"Affiliate account" means the account set up by the Company based on the information provided by the Affiliate in the application form.

"Bonuses" means any so-called "free money", "free bets", "free spins", "money back", vouchers, rebates, discounts and/or similar that the New Customer can utilize as payment for stakes (bets).

"Brand" means any relevant brand operated by Company.

"Commission" means the compensation due to the Affiliate based on the agreed percentage of Net Revenue ("Revenue Share"), Cost per Acquisition, or other reward plans. Unless otherwise agreed, the commission is based on a revenue-share percentage of the affiliate net revenues as defined below

"Confidential Information" means any information of a commercial value, considered essential for both Parties, such as, but not limited to technology, market and business information, financial reports, know-how, trade secrets, products, processes, business strategies, information concerning

research, databases, New Customer lists, prospect and New Customer data, supplier lists, marketing plans, product development, manner of operation or financial condition or prospects.

"Content" means material provided by the Company for the purposes of this Agreement, including, without limitation, text links (including sub-affiliate links), banners and other general advertising material.

"Database" means any information stored about Affiliates and New Customers, containing any Company proprietary New Customer data for the purposes of this Agreement, including without limitation to Personal Data and contact information, and excluding all other Company databases, as it stands as of the date of this Agreement, and as it stands until the date of termination of this Agreement. Databases are assets of a financial value belonging to the Company and represent a substantial investment made by the Company.

"Gross Revenue" means the value of the revenues generated by all players referred by the Affiliate across all products; the Gross Revenue would be equal to all (settled) bets less wins. For the avoidance of doubt; any bet that is not accepted for a legitimate reason, in the sole discretion of the Company, shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue.

"Net Revenue" calculated on a monthly basis, means the monthly Gross Revenue less costs, which includes but is not limited to: taxes, betting duties, third party commissions/fees/royalties, financial transaction fees, bonuses, any other player rewards, cash back's and charge backs.

"Admin Fee" refers to taxes, third party commissions, fees, royalties, financial transaction fees, operator costs, legal costs, account maintenance costs, license fees. The default "admin fee" of the Royal Stars Affiliate Program is 25% of the Gross Revenue less bonus costs. The percentage is subject to change if market conditions relating to third party royalties, financial transaction fees or any other cost factors change substantially.

"New Customer" means any person that registers with the Brand after clicking on the Content, excluding any person that already exists in the Company's Brand customer Database or that has previously closed a customer account and opened a new one through the Affiliate. A customer will be linked to the last Affiliate who referred the customer to the Company based on the affiliate-tracking cookie.

"New Depositing Customer" means a New Customer who has made a first minimum deposit with the Company that is used for bona fide transactions with the aim to establish and enter into a normal commercial relationship with the Company within the framework of the business. The customer registration and the first deposit do not have to be simultaneous.

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

"Reward Plan" means any financial plan agreed between the Parties to compensate the Affiliate for its advertising services offered.

"Sub-Affiliate" means any natural and legal person who, after having entered into collaboration with the Affiliate, makes space on its website or other media platform available to post Content for the acquisition of New Customers.

"Affiliate Platform" means a technical tool selected by the Company to record, register and monitor the Affiliate's activities, business and the activities between the Company and New Depositing Customers.

"Working Day" means every day from Monday to Friday inclusive, excluding public holidays and weekends.

## 1. GENERAL SCOPE AND OBJECTIVE

- 1.1. The Company requires third party advertising space to promote the Brand to increase its business, notably via increasing the number of New Depositing Customers, and will, from time to time in cooperation with third parties, negotiate, sign and carry out its affiliate marketing strategy. In the event the Company uses a third party for the (partial) roll-out of its affiliate marketing strategy, (including contract negotiation, day-to-day management of the Affiliate Platform, payment processing, marketing or other activities, this irrespective of the legal capacity of the intermediary, whether as agent, subcontractor or other), the Company is and remains exclusively responsible for the execution of the Agreement.
- 1.2. The Affiliate acknowledges that promoting or soliciting bets is subject to legal restrictions in some countries and may even be prohibited. Such restrictions may vary from time to time. The Affiliate shall not enter into this Agreement if it targets any markets where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal nor shall the Affiliate target any such market(s) and/or promote, market or advertise any such illegal gambling activities after the conclusion of this Agreement. The Affiliate shall be exclusively liable for such actions, shall hold the Company harmless, and shall fully indemnify the Company for any liability incurred by the Company if it does not comply with the provision above.
- 1.3. The Affiliate further confirms that it operates the Site, where the Content will be placed, under its own name and that it is fully and without restrictions authorized to dispose thereof.
- 1.4. Unless otherwise agreed in writing by the Parties, each Party shall remain exclusively responsible for all and any expenses (including investment and/or running costs) incurred in respect of the obligations it undertakes under this Agreement and will have no right of recourse against the other Party in respect thereof.

## 2. INTEGRATION OF THE AFFILIATE IN THE ROYAL STARS AFFILIATES PROGRAM

- 2.1. Upon the Affiliate's successful application to join the Program, a unique tracking code (often in the form of a URL) is assigned to the Affiliate so that the Affiliate is integrated in the Affiliate Platform. This tracking code will identify any New Customers referred by the Affiliate. It is the Affiliate's responsibility to ensure that any tracking code generated by the Affiliate Platform is used correctly.
- 2.2. If a New Customer creates an account with a different brand not promoted by the Content used by the Affiliate, the account will not be linked to the Affiliate.
- 2.3. Any additional advertising material (of any kind whatsoever) created by the Affiliate and related to the Company shall require the Company's prior written approval.
- 2.4. Subject to article 3.6 of this Agreement, a change to the URL of the Affiliate Site shall not constitute a change to the Agreement and shall not affect the rights and obligations of the Affiliate arising from this Agreement.

## 3. THE AFFILIATE'S OBLIGATIONS

- 3.1. During the Term of this Agreement, the Affiliate shall use its reasonable endeavors to display the most up to date Content on the Affiliate Site in a manner and location agreed by the Parties. The Affiliate shall not alter the form or operation of the Content without the Company's prior written consent.
- 3.2. The Affiliate agrees to give the Company reasonable assistance in respect of the display, access to, transmission and maintenance of the Content.
- 3.3. The Affiliate shall ensure that it does not place any Content on pages of the Affiliate Site targeting individuals under the legal gambling age where they are domiciled.
- 3.4. In the event the Affiliate wishes to place the Content on websites other than the Affiliate Site, the Affiliate must first obtain the Company's written consent.
- 3.5. If the Affiliate sells its business, this Agreement is automatically transferred to the purchasing company ("Purchasing Company"). The Affiliate account purchased and transferred will remain on the existing Commission structure that was in place at the time of the purchase. The Affiliate and/or Purchasing Company must inform the Company within 30 days of the purchase.
- 3.6. The Company has the right to monitor the Affiliate Site to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide (and at no charge), the Company with all data and information to perform such monitoring.
- 3.7. 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, 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 Site 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.).

3.8. 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 Program.

3.9. The Affiliate shall not:

directly or indirectly offer any person or entity any incentive (including but not limited to money) to access the Site and use the Content on the Affiliate Site (e.g. by implementing any "rewards" program for persons or entities who use such content); 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; 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 Products and/ or the Company's websites or any related information or transactions; 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; take any action that could reasonably cause any confusion as to the Company's relationship with the Affiliate, or as to the Site on which any transactions are occurring; promote the Brand in any way other than by using the Content on the Affiliate Site in accordance with this Agreement without the Company's prior written consent; post or serve any advertisements or Content on the Site 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; attempt to artificially increase monies payable to the Affiliate by the Company; cause the Site (or any page thereof) to open in a browser other than as a result of a click on a link on the Affiliate Site; or attempt to intercept or redirect (including, without limitation to user-installed software) traffic from or on any website that participates in the Program; register more than one Affiliate account with the Program. Any exceptions must be confirmed in writing by the Company's Head of Affiliates; use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer New Customers to the Site; be under eighteen (18) years of age and must be able to provide the Company upon request at any time, a copy of his/her ID, billing address and/or other documents. Refusal to do so may be considered, at the Company's sole discretion, as fraudulent activity; fail to keep the Affiliate Site content compliant with any content and phrasing obligations and/or restrictions imposed on the Company by third party suppliers. In the event that the Affiliate, for any reason, does not have knowledge of such obligations,

the Affiliate must update its Site within two (2) Working Days upon receipt of a notification from the Company pursuant to article 14.5 of this Agreement; apply for a new Affiliate account if it previously had an account closed due to breach of the Agreement; incentivize or indicate how sports betting arbitrage, "sure betting", "safe betting", casino systems or similar could be used at the Company and/or other betting options that statistically prevent the spirit of the Affiliate partnership from being profitable for both Parties; post or serve any advertisements or content promoting the Company site in markets where it is prohibited to do so, including markets that are under reregulation.

3.10. If the Company determines, at its sole discretion, the Affiliate has engaged in the activities specified above, the Company shall have the right to: suspend any payments due to the Affiliate while the Company investigates any suspected breach, and/or; alter the Reward Plan structure (notably by imposing negative revenue carryover), and/or; withhold payment of any Commission due to the Affiliate that has derived from the breach, and/or; retain the Commission until the debt is settled or invoice the cost incurred by such breach and/or; terminate the Agreement immediately.

If the investigation made by the Company leads to the conclusion that there is no breach, the Company shall pay the Affiliate all suspended or withheld payments.

The decision by the Company to pursue any of its rights or remedies under article 3.10 will be without prejudice to any other rights, remedies, legal actions or compensations available to the Company.

3.11. If the Affiliate attempts, with the Company's prior written consent, to promote the Brand using methods such as but not limited to email, SMS etc., it shall make clear in the body of such communication(s) that they have been sent by the Affiliate, and any complaints made as a result of such communication(s) will be addressed to the Affiliate and not to the Company.

3.12. For the purpose of the services to be delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data.

3.12.1. Should the Affiliate come into possession of or have access to Personal Data from the Company, the Affiliate shall be the data processor in the meaning of Directive 95/46/EC and (EU) Regulation 2016/679, and agrees and warrants to process the Personal Data only on behalf of the Company and in compliance with the Company's instructions and solely for the purposes of this Agreement.

3.12.2. The Affiliate shall comply with its obligations under European Directives 95/46/EC, 2002/58/EC (as amended or updated from time to time), under General Data Protection Regulation (EU) 2016/679 and any legislation and/or binding regulations implementing or made pursuant to them ("Data Protection Requirements"), and indemnify the Company for any breach of the Data Protection

Requirements which renders the Company liable for any costs, fines, claims or expenses howsoever arising.

3.12.3. The Affiliate shall undertake the necessary security measures to comply with the obligations of a data processor, including ensuring that the information is not (i) accidentally or unlawfully destroyed, (ii) lost, altered or damaged, (iii) disclosed to or accessed by any unauthorized person, (iv) misused or (v) in other ways treated in violation of the Data Protection Requirements.

3.13. The Affiliate shall inform users of the Affiliate Site via privacy policy or other appropriate means that a tracking technology will be installed on the user's hard drive once the user clicks on the Content. The Affiliate shall provide users with the opportunity to reject the installation of such tracking technology in accordance with Article 5 (3) of the Privacy and Electronics Communications Directive 2002/58/(EC) as amended and updated from time to time.

#### 4. COMPANY API

4.1. If the Affiliate is granted by the Company the possibility to use the Company API to use on its Site to promote any Brand, the Affiliate guarantees not to: communicate to any third party its username, password, key or any other identifiers enabling access to the Company API platform; enable any third party to access the Company API in any way; provide any feed from the Company API platform to any third party.

4.2. The Affiliate understands and acknowledges that the Company API may contain bugs for which the Company cannot be held responsible. For the sake of clarity, the Company shall not be responsible for any bug, virus, technical failure, loss of data, damage caused to the material of the Affiliate nor for any errors occurring on the Company API platform or on the Affiliate's Site.

#### 5. THE COMPANY'S OBLIGATIONS AND RIGHTS

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

5.2. The Affiliate shall comply with the Company's instructions to track New Customer(s). The Company shall use its reasonable endeavors to ensure that whenever a New Customer is directed to its websites and registers an account, the relevant New Customer is identified as originating from the Site. However, the Company shall not be held liable if it is unable to identify a New Customer as originating from such Site.

- 5.3. The Company shall be entitled to use any of its rights or fulfil any of its obligations hereunder (including, without limitation to, its payment obligations pursuant to article 6) through any subsidiary company.
- 5.4. Subject to point 2 of the Introductory Provisions mentioned above, the Company should be entitled to accept or decline any Affiliate's application at its sole discretion.

## 6. COMMISSION AND PAYMENT TERMS

- 6.1. The Affiliate shall be entitled to receive on a monthly basis a Commission based on the activities of its referred customers.
- 6.2. If the Affiliate is paid on a Revenue Share reward plan, it shall be entitled to receive Commission for the lifetime of its referred New Customers until termination of this agreement, in accordance with article 13. Where an Affiliate promotes more than one Brand, the Revenue Share is calculated across all products and brands. Where an Affiliate promotes one or more Brands on more than one website, the Revenue Share is calculated across all products, brands and websites. If the Affiliate is paid on a different type of reward plan, (including but not limited to Cost per Acquisition), the Commission shall be specified in a separate agreement agreed upon by the Parties.
- 6.3. In order to receive an additional Commission based on a percentage of the Commission earned by its Sub-Affiliate(s), the Affiliate shall refer the Sub-affiliate to the Program through the Content. The Affiliate cannot claim a Commission from a new affiliate account created by an Affiliate who simultaneously has another Affiliate Account. The Affiliate shall ensure that the Sub-Affiliate complies with the terms of this Agreement by making it aware to them before it enters into any arrangement with the Sub-Affiliate for the purposes this Agreement. The Affiliate is not allowed to register itself as a Sub-Affiliate. Unless agreed otherwise by the Parties, the Affiliate is entitled to receive 5% of its Sub-Affiliates' commission.
- 6.4. At the Company's sole discretion, the Head of Affiliates may, without prejudice to any other rights or remedies available to the Company, choose to deal with an Affiliate and/or Sub-Affiliate account fraud, i.e. failure to comply with the foregoing rules, by: merging duplicate accounts, and/or; applying the original reward plan to the players from the secondary Affiliate account, and/or; severing the link between the master Affiliate & Sub-Affiliate, and/or; terminating the Agreement for the Affiliate and/or the Sub-Affiliate.
- 6.5. The Company shall provide the Affiliate with statements accessible through its Account detailing the number of New Customers, New Depositing Customers, Net Revenue and the Affiliate's Commission, if any, which have accrued to the Affiliate over the course of



the calendar month. Such statements shall in principle be updated daily. At the beginning of a calendar month, the Company shall record the Affiliate's total Commission, if any, during the previous calendar month. If the Affiliate's Commission does not exceed 100 Euros, the Company shall be entitled to withhold and carry forward the Commission until the total accrued Commission exceeds 100 Euros.

- 6.6. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold CPA payments for customer accounts that are suspended, closed for fraud, self-exclusion or for any other reasons.
- 6.7. The Affiliate shall, at any time, have secure access to the Affiliate Platform unless the Company has a duly motivated reason – including but not limited to network and IT maintenance and/or security threats – to block such access.
- 6.8. The Affiliate understands and accepts that the real time data in the Affiliate Platform are merely approximate. At the beginning of the following calendar month, the Company shall provide the Affiliate with a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate's Commission.
- 6.9. The Affiliate understands and accepts that its access to the Affiliate Platform is subject to the highest obligations of confidentiality. Any misuse of such access, whether intentional or not, shall be considered as a breach under the Agreement.
- 6.10. All payments to the Affiliate shall be made by a Payment Agent appointed by the Company. Both Parties agree and acknowledge that the Company may change, from time to time (and at its sole discretion), the payment method and/or Payment Agent.
- 6.11. All payments due under this Agreement shall be made in Euros. For the avoidance of doubt, all payments shall be made inclusive of VAT, if applicable, and the Affiliate is individually responsible for withholding tax, VAT and any other fees that may apply based on its country of registration.
- 6.12. Payments shall be made approximately 30 to 35 Working Days following the end of the month in which the Affiliate's Commission was earned.
- 6.13. When calculating the Commission based on the Net Revenue, if an Affiliate's customers' activities result in a negative balance for the Affiliate, due to the customer winnings and/or bonuses etc., the negative amount will not be carried over to the next month however individual players who generate in a given month over EUR 5 000 in negative revenues will be removed from the commission calculation until such time where his positive revenues in subsequent month surpass the negative amount generated this month. Advertising Revenue will be calculated with good faith based on our statistics.

- 6.14. Unless agreed in writing by the Company's Head of Affiliates, any changes to an Affiliate's Reward Plan will only be applicable to New Customers and not previously referred customers.
- 6.15. The Affiliate is responsible for ensuring the accuracy of the payment details in its account and/or as specified on its invoices. Any payment(s) made via the payment details listed in the Affiliate Account will be considered as payment made by the Company. Any cost incurred by the Company resulting from incorrect payment details provided by the Affiliate will be deducted from the Commission due to the Affiliate in the next monthly payment cycle in which there is a payment due to the Affiliate.
- 6.16. If for any reason the Affiliate has been overpaid, the Company reserves, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.
- 6.17. If for any reason the Affiliate has been underpaid, the Company reserves, without prejudice to any other rights, the right to add the corresponding amount of underpayment to the Affiliate's Commission in the following calendar month.
- 6.18. If there is a pending payment due to an Affiliate for a period of five years or more because of incorrect payment details, missing payment details, invalid or no-longer valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be cancelled.
- 6.19. The Affiliate must comply with the legal and regulatory requirements in its country of domicile; if it does not, it will not be entitled to receive any Commission based on the activities of its customers.

## 7. INTELLECTUAL PROPERTY

- 7.1. Nothing in this Agreement shall constitute any license, assignment, transfer or any other rights of any Intellectual Property Rights, including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and Confidential Information, etc. which arise in result of entering into or for the purpose of this Agreement.
- 7.2. All Intellectual Property Rights created and/or deriving out of this Agreement, including, without limitation, banners, advertising material, the Database and Personal Data, shall be or become the sole property of the Company, and the Affiliate shall have absolutely no rights therein.

- 7.3. The Company grants the Affiliate a non-exclusive and worldwide right to display the Content on the Affiliate Site 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 and in all Products, 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 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 without the Company's prior written consent.
- 7.4. The Affiliate agrees that its Site shall not resemble in any way the appearance and/or the general impression of the Company's website(s), nor will the Affiliate create the impression that the Affiliate Site is the Company's website(s), or any part thereof.
- 7.5. Upon termination of the Agreement between the Parties, each Party shall return to the other Party all proprietary material or information and, as the case may be, destroy in a manner acceptable to the other Party all remaining copies of the same. Notwithstanding any disposition contrary to this Agreement, the Affiliate acknowledges that - upon such termination - it shall not keep a copy of the Content, the Database, Personal Data or Confidential Information, and may not exploit, directly or indirectly, Company proprietary information, materials or works.

## 8. WARRANTIES

- 8.1. Each Party represents and warrants to the other that it has and will retain, throughout the Term, all rights, title and authority to accept the terms of this Agreement. Each Party grants to the other Party all relevant means to perform the obligations mentioned under this Agreement.
- 8.2. Each Party to this Agreement represents, warrants and undertakes to the other that it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfil its obligations and that it fully complies with, and shall continue fully to comply with, the conditions set out under article 3 and all applicable laws and regulations.
- 8.3. The Affiliate represents, warrants and undertakes that the Affiliate Site shall not contain, or link to, any material which is defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third party rights.

- 8.4. 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.

## 9. DISCLAIMER

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. INDEMNITY

The Affiliate shall indemnify on demand and hold harmless the Company and each of its associates, officers, directors, employees, agents, shareholders and partners from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Company resulting from any breach, non-performance or nonobservance by the Affiliate of any of the obligations or warranties specified under this Agreement.

## 11. LIMITATION OF LIABILITY

- 11.1. Neither Party shall be liable to the other for any loss of actual or anticipated income or profits, for any special, indirect or consequential loss or damage or any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 11.2. The Company's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not, in any event, exceed the sum of the total monies paid by the Company to the Affiliate over the 12-month period preceding the date on which such liability accrued.
- 11.3. The Affiliate agrees to indemnify the Company against all liabilities, costs (including, without limitation, all reasonable legal costs), claims and demands of the Company whatsoever and howsoever arising as a result of:

a breach of the warranties, representations and undertakings made by and obligations of the Affiliate as described in this Agreement; any loss, cost or liability arising from cancellation or interruption of the display of the Content not caused by force majeure and that has not been remedied within a reasonable amount of time and in any event within 5 days by the Affiliate after receipt of a written notice from Company.

## 12. CLOSURE OF A MARKET

The terms of this Agreement shall no longer be considered applicable in the event the Company is obliged to leave a market due to market condition changes, legal and/or regulatory changes. In such cases, the existing customer accounts opened within that market can be closed.

## 13. TERM AND TERMINATION

13.1. The terms of this Agreement apply from the date the Company notifies the Affiliate that its application has been successful in accordance with the introductory provisions of this Agreement and shall continue thereafter unless and until terminated according to this article

13.2. The Company may terminate this Agreement immediately by written notice if: 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 30 days of the date of receipt of notice from the other; 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; the Affiliate sells its business, or any part herein, and/or registers any change of beneficial owner or in case the Purchasing Company's (specified under article 3.5 of this Agreement) activities are either in conflict with the Company's (for example the Affiliate Site is purchased by companies providing the same or similar services ) or if its practices falls within article 8.3 of this Agreement; 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; if the Company suspects – and has reasonable proof - that the Affiliate is engaging in illegal activities or has repeatedly breached the provisions this Agreement.

13.3. The Affiliate may terminate this Agreement:

If it does not agree with the changes made to the Agreement and notified to them by the Company.  
If it does not agree with the changes made to the Reward Plan because of any breach mentioned under article 3.9 of this Agreement.

However, the Affiliate's continued participation in the Program will constitute binding acceptance to the changes mentioned above.

13.4. Notwithstanding articles 13.1, 13.2 and 13.3, either Party may terminate the Agreement at any time by giving thirty (30) days written notice to the other Party.

- 13.5. For any and all termination notices, delivery via e-mail is considered a written and immediate form of notification.
- 13.6. Following termination of this Agreement, the Affiliate will only be entitled to receive the outstanding Commission due as of the effective termination date of this Agreement. The Affiliate will be paid final earnings within 90 days from the date of termination of this Agreement.

#### 14. GENERAL PROVISIONS

- 14.1. Unless otherwise provided for, this Agreement shall constitute the entire agreement and understanding superseding any previous agreement - between the Parties. Each Party acknowledges and agrees that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in this Agreement. Nothing in this article shall operate to limit or exclude any liability for fraud.
- 14.2. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by the law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 14.3. The Affiliate shall not, without the Company's prior written consent, assign at law or in equity (including without limitation by way of a charge or declaration of trust), sub-licenses or deals related to this Agreement or any other rights under it, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this article shall confer no rights on the purported assignee.
- 14.4. If any of the provisions of this Agreement shall be found by any authority to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement that shall remain in full force and effect.
- 14.5. Any notice given or made to the Company under the terms of this Agreement shall be sent via email and marked for the attention of the Affiliate Manager (or as otherwise notified by the Company). The Company shall send the Affiliate any notices given or

made under the terms of this Agreement to the email address provided by the Affiliate and mentioned in its account. Any notice shall be deemed to have been received within five business days of delivery.

- 14.6. Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party or of any member of the group of companies to which the other Party belongs which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavors to prevent the publication or disclosure of any confidential information concerning such matters.
- 14.7. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or to authorize either Party to act as an agent for the other. Neither Party shall have the authority to act in the name or on behalf of the other Party or otherwise to bind the other Party in any way (including but not limited to the making of any representation).
- 14.8. Per default, a 40% Revenue Share commission from the generated Net Revenue is applied. In some cases, individual deals are negotiated with the affiliate (CPA or Hybrid) based on management decisions.