

## High Roller Terms and Conditions

By completing the affiliate application to the Affiliate Programme and clicking “I have read and agree to the affiliate terms and conditions” within the registration form, you (the “Affiliate”) hereby agree to participate in the Affiliate Programme and abide by all the terms and conditions set out in this Agreement. The Company reserves the right to amend, alter, delete or extend any provisions of this Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate, subject to the terms set out in this Agreement.

If you have already joined the Affiliate Programme and do not agree to this Agreement, you are requested to email the Affiliate Team at [affiliates@ellmountgaming.com](mailto:affiliates@ellmountgaming.com) to terminate your membership to the Affiliate Programme.

You shall be obliged to continuously comply with the terms of this Agreement, the General Terms and Conditions and privacy policies found on the Company Websites (as hereinafter defined), as well as with any other rules and/or guidelines brought forward from time to time. The Agreement between the Company and the Affiliate shall come into effect on the date when the affiliate application is approved in writing by the Company.

In the case of a conflict between this Agreement and the General Terms and Conditions, this Agreement shall prevail.

### Definitions:

- **“Agreement”** means and includes (i) all the terms and conditions set out in this document, (ii) the General Terms and Conditions, (iii) any other rules and/or guidelines issued by the Company Websites and (iv) any annexes referred to in any of the aforementioned.
- **“Affiliate”** means you, the natural person or entity, who applies to participate in the Affiliate Programme.
- **“Affiliate Application”** means the application by virtue of which the Affiliate applies to participate in the Affiliate Program.
- **“Affiliate Programme”** means the collaboration between the Company and the Affiliate, whereby the Affiliate will create Links to and promote the Company Websites to New Customers.
- **“Affiliate Website(s)”** means one or more websites on the internet which are maintained and operated by the Affiliate.
- **“Company”** Ellmount Gaming Ltd (hereinafter “Ellmount”, which is a subsidiary to Ellmount Interactive AB incorporated in Sweden.
- **“Confidential Information”** means any information of commercial or essential value for any of the Parties including, but not limited to, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies,

databases, information about New Customers, other customers and users of the Company Websites, technology, marketing plans and manners of operation.

- **“Data Protection Legislation”** means all applicable data protection, privacy and electronic marketing legislation, including, but not limited to, the General Data Protection Regulations (EU 2016/679) and any related national legislation, as well as any rules or regulations issued by a competent authority at any time.
- **“General Terms and Conditions”** means the general terms and conditions and privacy policies which can be found on the Company Websites.
- **“Intellectual Property Rights”** means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases and know-how, design rights, confidential information, registrations of the aforesaid and/or any other rights in the nature of the aforesaid.
- **“Links”** means internet hyperlinks from the Affiliate Website(s) to the Company Websites.
- **“New Customer”** means a new first time customer referred to the Company Websites by the Affiliate Website(s), having made a first deposit amounting to at least the applicable minimum deposit at the Company Websites in the Company Websites betting account, in accordance with the applicable General Terms and Conditions of the Company Websites, but excluding the Affiliate, its employees, relatives and/or friends.
- **“Company Websites”** means the online gaming website/s operated and/or managed by the Company (*http:Highroller.com*) and/or any other website which may be operated and/or managed by the Company as may be communicated to the Affiliate from time to time.
- **“Parties”** means the Company and the Affiliate (each a “Party”).

## **1 – Purpose**

1.1 The Affiliate maintains and operates the Affiliate Website(s) on the internet, and/or may refer potential customers to the Company Websites either through such sites or otherwise through other marketing channels. In the event that other marketing channels are to be used, the Affiliate must seek the prior approval of the Company.

1.2 This Agreement governs the terms and conditions pertaining to the promotion of the Company Websites by the Affiliate, whereby the Affiliate will be paid consideration in terms of Article 6 of this Agreement, depending on the New Customers referred to the Company Websites and as subject to the terms of this Agreement.

## **2 – Acceptance of an Affiliate**

Upon the completion of the Affiliate Application by the Affiliate, the Company shall evaluate the Affiliate Application form hereby submitted and shall inform the applicant via email

whether the requested participation in the Affiliate Programme has been accepted or not. The Company reserves the right to refuse any registration in its sole and absolute discretion

### **3 – Affiliate Representations and Warranties**

3.1 The Affiliate hereby represents and warrants that it/he/she:

A) in the case of a natural person, is aged 18 or over, and is aged 21 or over in the case of the Affiliate being resident in Estonia.

B) is competent and duly authorized to enter into legally binding agreements.

C) is the proprietor of all rights, licenses, and permits necessary to market, promote and advertise the Company Websites on the Affiliate Websites or any other marketing channel as may be approved by the Company, in accordance with the provisions of this Agreement.

D) is not involved in or does not intend to be involved in any act or traffic that constitutes or can reasonably be expected to constitute fraud or illegal activity, including, without limitation, money laundering activities.

E) will comply with all applicable rules, laws, and regulations in correlation with the promotion of the Company Websites, including, but not limited to the Gambling Act (UK), the Licence Conditions and Codes of Practices (UK), the CAP Code and the Non-CAP Code (UK) as applicable, the Lotteries and Other Games Act (Malta) & Remote Gaming Regulations (applicable until 30.06.2018), the Gaming Act (Malta) (applicable from 01.07.2018), the Malta Gaming Authority's Code of Conduct on Advertising, Promotions and Inducements and of the rules issued by the relevant competent gaming authorities and any other rules, directives, guidelines, instructions communicated by either of the competent authorities or the Company, as well as with all Data Protection Legislation.

F) is in possession of all appropriate consents or otherwise has a solid legal basis to process personal data in terms of the Data Protection Legislation and to conduct its activities under this Agreement, specifically to generate traffic and refer customers to Company Websites.

G) fully understands and accepts the terms of the Agreement.

H) understands that the role of the Affiliate shall be specifically limited to the advertisement, marketing and promotion of the Company Websites, subject to the terms and conditions of this Agreement. For the sake of clarity, it is accepted and understood that the Affiliate is not authorised to enter into any direct or indirect communications with any New Customers or any potential or existing customers of the Company in relation to activities carried out on the Company Websites or any disputes or complaints arising therefrom.

### **4 – Company Rights and Obligations**

4.1 The Company shall provide the Affiliate with all required information and marketing material necessary for the promotion of the Company Websites on the Affiliate Websites, as well as for the implementation of the tracking Link/s thereon.

4.2 The Company shall be responsible for the content and presentation of any material specifically provided to the Affiliate by the Company, if any, for the purposes of the execution of this Agreement. Provided that nothing contained in this Clause 4.2 shall be

interpreted as to having the effect of relinquishing the responsibility of the Affiliate with respect to the manner in which the material provided to it by the Company is presented on the Affiliate Website or is generally distributed (or any other medium to be used by the Affiliate for the purposes of this Agreement) and for the suitability and compliance thereof with all applicable laws, rules and regulations.

4.3 The Company shall administer the turnover generated via the tracking links, record the net revenues and the total amount of payable to the Affiliate, whilst further providing the Affiliate with relevant player statistics. A unique tracking identification code will be assigned to all New Customers.

4.4 The Company shall pay the Affiliate the payment due thereto as calculated pursuant to clause 6 of this Agreement, which amount shall be dependent on the New Customers referred to the Company Websites by the Affiliate Websites, subject to the terms of this Agreement.

4.5 The Company reserve the right to refuse the registration of any New Customers, suspend or close their accounts if deemed necessary. This will be at the Company's sole discretion in order to comply with any requirements it considers mandatory.

4.6 The Company hereby notifies the Affiliate, which accepts, that personal data (as defined in the GDPR) pertaining to the Affiliate and/or any of its employees (if any) may be collected by the Company and shall be utilised solely in the context of, and as is necessary for, the performance of this Agreement or in the pursuance of any legal obligation or legitimate interest.

## **5 – Responsibilities and Obligations of the Affiliate**

5.1 The Affiliate hereby expressly undertakes:

A) to advertise, market and promote the Company Websites to potential customers, by providing Links and disseminating marketing material received from the Company on the Affiliate Websites, or via other marketing channels as may be approved in writing by the Company.

B) to use its professional skills and expertise to actively and effectively advertise, market and promote the Company Websites as widely as possible, and in a manner which reflects industry affiliate best practice, in order to maximize the benefit to the parties whilst abiding by the General Terms and Conditions as may be brought forward from time to time and/or as are published online.

C) to only use marketing material as shall be provided to the Affiliate by the Company for the purposes of the advertisement, marketing and promotion of the Company Websites. The Links and/or the marketing material shall not be amended or altered without the prior written consent of the Company. The Company shall be responsible for the content and presentation of any material specifically provided to the Affiliate by the Company, if any, for

the purposes of the execution of this Agreement. Provided that the Affiliate shall be solely liable and responsible for the manner in which the material provided to it by the Company is presented on the Affiliate Website or generally distributed (via any other medium as may be approved in writing by the Company) and for the suitability and compliance thereof with all applicable laws, rules and regulations, whilst further ensuring that any promotions are displayed in a clear and transparent manner.

D) to market and refer potential players to Company Websites entirely at its own cost and expense. The Affiliate will be solely responsible for the distribution and manner of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful and conducted in accordance with applicable laws and all local conduct of business requirements.

E) to use only a tracking link provided to the Affiliate within the scope of the Affiliate Programme. In default of this, no warranty whatsoever can be assumed for proper registration and sales accounting.

F) to be generally responsible for the development, the operation, and the maintenance of its own Affiliate Websites as well as for all material appearing on its own websites, provided that the Company shall remain responsible for the content of any material specifically provided to the Affiliate by the Company, if any, for the purposes of the promotion of the Company Websites.

G) not to send any material via direct marketing means to customers whom the Affiliate knows or should reasonably know to be self-excluded with the Company.

H) to, at all times, abide by all the relevant advertising and/or marketing rules, legislation and guidelines issued by the competent authority/ies of the country in which the Affiliate intends to advertise, market and promote the Company Websites, as well as the countries in which the Company's Websites are licensed to operate.

Without prejudice to the generality of the foregoing, the Affiliate undertakes to abide by the marketing rules contained in the annex marked 'Annex A' found herebelow. Provided that should the Affiliate intend to advertise, market and promote the Operators Websites in any of the jurisdictions listed in Annexes B through to H here below, it must, in addition to the rules found in Annex A, further abide by the rules contained in Annexes B through to H here below, as applicable. Further annexes may be added from time to time should the Operators acquire licences in other markets, and in any case at the sole discretion of the Company.

The Company reserves the right to request the Affiliate to immediately remove any promotional material which may be brought to attention and which it deems, in its sole absolute discretion, to be in breach of any relevant advertising and/or marketing rules.

For the sake of clarity, it is expressly stated that all annexes found herebelow, as well as any further annexes added from time to time, and the obligations contained therein, shall form an integral part of this Agreement.

**5.2** The Affiliate further agrees:

A) that it will not perform any act which is libelous, discriminatory, obscene, immoral, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent material. The Affiliate shall not advertise (or cause to be advertised) the Company Websites on any sites which may, in any manner, be considered to be obscene, immoral, unsuitable or are otherwise black-listed and identified on the Police Intellectual Property Crime Unit (PIPCU) database. The Affiliate shall ensure that it is aware of the location of each of such advertisements.

The Company reserves the right to periodically request a list of all locations used by the Affiliate to promote the Company Websites to ensure continued compliance. Accordingly, the Affiliate can only advertise the Company Websites on websites and through media accounts and channels that have been disclosed to and approved in advance by the Company.

B) that it will not advertise the Company Websites on Facebook without having first obtained a Facebook Addendum signed on behalf of the Company. Similarly, the Affiliate shall obtain the written consent of the Company prior to promoting the Company Websites on any other social media platform.

C) that it will not publish an advertorial or website review pertaining to the Company Websites or any brands connected thereto without having received the prior approval in writing of the Company.

D) that it will not allow the targeting of any jurisdiction where gambling and/or the promotion thereof is unlawful and/or illegal, as may be updated from time to time by the competent authorities.

Without prejudice to the generality of the foregoing, the Affiliate is expressly prohibited from advertising the Company Websites on Dutch (.nl) websites or domain names which refer to typical Dutch themes in combination with gaming terminology (eg. "clogbingo"). The marketing material pertaining to the Company Websites shall not be displayed on sites which are in the Dutch language, and any reference to Dutch themes like clogs and windmills, or bonuses which may specifically appeal to Dutch nationals by virtue of their names or associated prizes is prohibited.

E) that it will not generate traffic to the Company Websites by unlawful, illegal or fraudulent means, particularly, but not limited to, by:

(i) Sending spam. This includes all formats of spam, including but not limited to emails and/ or sms' that meet any one of the following criteria: (a) are unsolicited and sent to a large number of addressees, (b) contain false or misleading statements, (c) does not honestly identify the source of the originating email address, (d) does not contain an online and real

time 'Remove' option or € causes software download, installation or similar action with addressee consent.

(ii) Incorrect meta tags.

(iii) Registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the amounts payable, or to otherwise defraud the Company.

(iv) Popups, popunders and cookie dropping. This includes but is not limited to popups, popunders and dropping customer cookies. If you have media sources/websites that do not contain libelous, discriminatory, obscene, unlawful or otherwise unsuitable material and you are planning pop ads campaigns, pre-approval from the Company is required in all cases.

F) that the Affiliate Website/s and any other medium which may be used by the Affiliate to advertise, market and promote the Company Websites in terms of this Agreement shall at all times uphold the standards of best practice by including, without limitation, the promotion of responsible gambling and containing '18+' (or any other higher age restrictions that may apply to different jurisdictions) and responsible gambling warning messages and logos and links to the sites of agencies/organisations that help vulnerable customers on any pages/sites/media that links the potential customer to the Company Websites. All the above must be prominently displayed, visible and readable at all times. If using GIFs or any other media which cannot be edited, the elements must be in the text instead. In addition, the positioning of the support institution in images and banners must not appear as though the support institution is promoting or endorsing a game, brand or offer.

G) that it must not promote the Company Websites in connection with Matched Betting and Arbitrage Betting, which, for the purposes of this sub-clause, is defined as any method of betting or wagering which is intended to give players a guaranteed win with no risk, including, but not limited to, the use of free bets.

H) that it will not present its own websites in any way that might evoke any risk of confusion with the Company and/or the Company Websites and/or the Company and/or convey the impression that the Affiliate Websites are partly or fully originated from the Company.

J) that it will not purchase, attempt to register, 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 Websites and trademarks, trade names or otherwise.

K) that it will not use any of the Company Websites' trademarks, trade names or otherwise include the terms contained therein or variations that are confusingly similar, in affiliate URLs. Brand names may not be used in a derivative URL or subdomain.

L) that it will not utilize direct marketing to any potential or existing customers whatsoever within Great Britain. For the sake of clarity, it is expressly stated that the term “direct marketing” refers specifically to marketing via email and/or sms.

M) that, subject to the immediately preceding sub-clause, the use of direct marketing outside Great Britain shall include and/or display any relevant details as required by the applicable competent authorities, particularly key promotion terms and conditions as required, together with any responsible gambling requirements (for example, '18+' icon, and a link to gambling charity websites). Further, all such e-mails or SMS messages shall contain the full name of the Affiliate and address – and shall never purport to have been sent by the Company (in its capacity as data controller under GDPR). All e-mail messages shall contain a fully operational 'Unsubscribe' link. All SMS messages shall contain a fully operational 'STOP' or 'Unsubscribe' option. The Affiliate expressly warrants that it shall maintain a fully updated register of all unsubscribe and STOP requests and corresponding e-mail addresses and mobile phone numbers, and the Company shall be entitled to receive a copy of such register immediately upon request. The Affiliate warrants that any such direct marketing shall only be done where the customers have validly given their consent to receive such as required under the Data Protection Legislation.

## **6 – Payment**

The Commission is Calculated dependent on the reward plan agreed on.

The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, no later than the 20th of the following calendar month, provided that the amount due exceeds \$100 (hundred dollars). In instances there may be delays on the payments, due to inspections rendered by the company, missing information or extraordinary decisions taken by the management.

If the amount is below \$100, the amount will be transferred over to the next month, or until the \$100 threshold has been met.

Ellmount has wide discretion to take extraordinary decisions regarding payments when it on reasonable grounds suspects illegal activity. In the case where an account is not authorized either r by means of due diligence documentation not provided by the Affiliate or in the case of suspicion of fraudulent or incorrect trading through Ellmount, We as a company have the right to take the, but not limited to, following actions:

- Pause payments due to suspicion of fraudulent or illegal activities carried out by the Affiliate;
- Transfer the payment over to the next month due to un-submitted documentation; and
- Cancel the payments attributed to the Affiliate due to illegal, prohibited or fraudulent activities.

7.5 In the case of extraordinary legal changes or decisions taken by the Brands, which may arise to a monetary effect on the Affiliate's account held with Ellmount, the Affiliate will indemnify the company on any potential losses. Ellmount will advise the Affiliate on the reasons for such losses. Ellmount repeats to the Affiliate, that the Affiliate will keep himself notified and updated on any legal changes and changes in the Terms and Conditions and



other policies of the Brands to avoid any potential losses or disputes. Ellmount is not responsible for the actions and non-payment of the Operators.

Affiliates will be required to enter their payment information on their Account to ensure that the payments are processed on time (only Affiliates are responsible for such information and the validity of it).

The base currency, when registering with Ellmount, is Euro.

A new depositing Player that blocks himself because of responsible gaming reasons, within the same calendar month as they trigger a CPA, may be excluded from the CPA or Hybrid deal. In that case the Revenue share part of the Hybrid deal will remain and for CPA affiliates a flat 30% Revenue share deal will be applied.

A new depositing Player that triggers a CPA 6 months, or later, after signing up may be excluded from the CPA or Hybrid deal. In that case the Revenue share part of the Hybrid deal will remain and for CPA affiliates a flat 30% Revenue share deal will be applied

## **7 – Termination**

7.1 this Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by an email.

7.2 the Company may, however, terminate the Agreement with immediate effect if the Affiliate is in default of its obligations thereunder or is otherwise in breach of the representations and warranties provided therein. In this case, no notice period shall be applicable and the Agreement shall be considered terminated as of the date on which the Company notifies the Affiliate of its decision to terminate the Agreement on the strength of this clause 7.2. In this event, the Parties agree that the Company may take any action it deems appropriate, including the withholding of any unpaid commissions as of the date of termination as security for any perceived/anticipated/contingent liabilities or claims that may arise against the Company due to the breach or activities of the Affiliate.

7.3 the contracting parties hereby agree that upon the termination of this Agreement, howsoever occasioned:

A) the Affiliate must, within seventy two hours of receipt of the abovementioned notification, remove all references to the Company and/or its brands and/or the Company Websites from the Affiliate's websites and/or other marketing channel and communications, irrespectively of whether the communications are commercial or non-commercial

B) all rights and licenses granted to the Affiliate under this Agreement, if any, shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company.

C) the Affiliate will be entitled only to those earned and unpaid amounts in terms of clause 6 as of the effective date of termination; however provided, the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive commissions or other payments after this date.

D) the Affiliate will return to the Company any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody, and control.

E) the Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by

their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of this Agreement. The Affiliate's obligation of confidentiality towards The Company shall survive the termination of this Agreement.

## **8 – Liabilities and Indemnification**

8.1 The Company shall not be liable (in contract, tort, for breach of statutory duty or in any other way) for (i) any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings) of the Affiliate, (ii) any indirect or consequential losses of the Affiliate; or (iii) any loss of goodwill or reputation of the Affiliate.

8.2 The Affiliate agrees to defend, indemnify and hold the Company, their successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims, fines and liabilities, including reasonable legal and expert fees, related to or arising from:

- any breach of Affiliate's representations, warranties or obligations under this Agreement, including the obligations contained in the Annexes;
- Affiliate's use (or misuse) of the marketing material and the group's Intellectual Property Rights;
- all conduct and activities occurring under Affiliate's user ID and password.
- any defamatory, libellous, or illegal material contained on the Affiliate Website(s) or Affiliate's information and data.
- any claim or contention that the Affiliate Website(s) or the Affiliate's information and data infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of data protection, privacy or publicity.
- third party access or use of the Affiliate Website(s) or the Affiliate's information and data.
- any claim related to Affiliate Website(s) or the Links; and
- any violation of this Agreement or any applicable laws, including Data Protection Legislation.

8.3 The Company and its group companies reserves the right to participate, at their own expense, in the defence of any matter or claim in relation to the above.

## **9 – Data Protection**

9.1 Upon the registration of New Customers with the Company Websites, the Parties acknowledge that they shall be acting as controllers in common (and not joint controllers) in respect of the independent processing of such New Customers' personal data. For the purposes of completion, where the Company is a white-label the data controller in respect of New Customers may be a third-party licence holder.

9.2 The Affiliate shall at all times comply with the Data Protection Legislation as shall be in force from time to time with respect to all data filtered to the Company. Without prejudice to the generality of the foregoing, the Affiliate undertakes to have in place a privacy policy which is readily accessible from the Affiliate Websites and which informs the site visitors of the manner in which their data is processed, the legal basis for such processing and the persons to whom their data may be shared, amongst other legal requirements.

9.3 The Company may, at its sole discretion, request that the Affiliate evidences its compliance with this clause 9.2 and the Affiliate shall provide reasonable proof to this effect within 10 days of the receipt of such request.

## **10 – Governing Law & Jurisdiction**

The validity, construction and performance of this Agreement and any claim, dispute or matter arising under or in connection to this Agreement or its enforceability shall be governed and construed in accordance with the laws of Malta. The Parties irrevocably submit to the exclusive jurisdiction of Malta courts over any claim, dispute or matter under or in connection with this Agreement and/or its enforceability.

## **11 – Assignment**

11.1 The Affiliate may not assign this agreement, by operation of law or otherwise, without obtaining the prior written consent of the Company.

11.2 The Company may assign this Agreement, by operation of the law or otherwise, at any time without obtaining the prior consent of the Affiliate.

## **12 – Non-waiver**

The Company's failure to enforce the Affiliate's adherence to the terms outlined in this Agreement shall not constitute a waiver of the right of the Company to enforce said terms at any time.

## **13 – Force Majeure**

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labor disputes, strikes, industrial disturbances, acts of god, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualties. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. Provided that, if the force majeure event subsists for a period exceeding thirty (30) days then either party may terminate the Agreement without notice.

## **14 – Relationship of the Parties**

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

## **15 – Severability / Waiver**

15.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

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

## **16 – Confidentiality**

16.1 All information, including but not limited to business and financial, lists of customers and buyers, as well as price and sales information and any information relating to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities and personal data of the Company shall be treated confidentially. Such information must not be used for own commercial or other purposes or divulged to any person or third party neither direct nor indirectly unless the prior explicit and written consent of the Company this provision shall survive the termination of this Agreement.

16.2 The Affiliate obliges himself not to use the confidential information for any purpose other than the performance of its obligations under this Agreement.

## **17 – Changes to this Agreement**

The Company reserves the right to, at any time and at its sole discretion, with or without giving any prior notice to the Affiliate, amend, alter, delete or add any of the provisions of this Agreement. If applicable, a written notice of the amendments will be sent to the Affiliate's registered email address and such notice will be deemed to be served once sent by

the Company. The Affiliate's continuing participation in the Affiliate Program after any amendments or modifications have been made public will be deemed as the Affiliate's acceptance of the new terms and conditions.

## **18 – Trademarks and Intellectual Property**

18.1 Nothing contained in this Agreement will grant the Affiliate any right, title or interest in the trademarks, trade names, service marks or other intellectual property rights [hereinafter referred to simply as 'marks'] of the Company. At no time during or after the term will the Affiliate allure, attempt, challenge, assist or allow others to challenge or to register or to attempt to register the marks of the Company. Provided also that Affiliate shall not register nor attempt to register any mark or website domain which is identical or similar to any mark which belongs to the Company

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

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

## Annex A – General Conditions

The Affiliate shall not publish, through any medium whatsoever, advertising, or publish content related to the Company on sites/pages/media which displays content, that:

- encourages anyone to contravene gaming laws;
- is not socially responsible, with particular regard to the need to protect children, young persons and other vulnerable persons from being harmed or exploited;
- portrays, condones or encourages gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm;
- exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of children, young persons and/or other vulnerable persons;
- shows people aged below eighteen years gambling;
- encourages, targets or is otherwise directed at those aged below eighteen years through the selection of particular media or the context in which such appears. For the sake of clarity, the Affiliate understands and accepts that no content on its website (or in any other promotional material which may be used to promote the Company Website/s) shall feature cartoon characters, animals and fairy tale themes or any other content generally that has particular appeal to children or persons below the age of eighteen.
- be likely to be of particular appeal to children or young persons (under 18s), especially by reflecting or being associated with youth culture;
- is false or untruthful, particularly about the chances of winning or the expected return to a player;
- suggests that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security;
- suggests that skill can influence games that are purely games of chance;
- promotes smoking, drugs usage, violence and/or the abuse of the consumption of alcohol while gambling;
- suggests that gambling can provide an escape from personal, professional or educational problems such as loneliness and depression;
- portrays gambling as indispensable or as taking priority in life over, for example, family, friends or professional/educational commitments;
- contains endorsements by well-known personalities or celebrities that suggest gambling contributes to their success;
- link gambling to seduction, sexual success or enhanced attractiveness, or otherwise generally exceeds the limits of decency;
- tarnishes the goodwill and privilege that is associated or related, in any manner, with holding a gaming licence or otherwise tarnishes the image or reputation of another licensee;
- trivialise gambling or give the impression that the decision to gamble should be taken lightly. For example, advertisements must not encourage repetitive or frequent participation, not encourage people to gamble more than they otherwise

- would; exercise caution when encouraging people to take advantage of promotions or opening accounts; and not encourage people to spend more than they can afford;
- promote religion; for the avoidance of doubt, elements of pop culture (only from countries where players are accepted) are allowed, as long as they do not exploit cultural beliefs or traditions. Examples of allowed elements: Santa hat, Santa dressing, Christmas tree and lights, presents, Easter bunny, Easter eggs, text "Merry Christmas"/"Happy Easter"/"Happy Diwali" and similar text for any religious festivals, fireworks, lights, oil lamps, candles, flowers, flower garland, national costumes, national meals, festive sweets. Examples of elements not allowed: bible or religious books, religious quotes, religious signs, religious decorations, Jesus, gods or deities, religious crosses, resurrection scenes, crucifixion scenes, temples, churches, temple or church paintings, temple or church statues or decorations, liturgical or religious scenes, prayers. National elements are only permitted about countries from which we accept players.

In addition to the above, the Affiliate shall not:

- conduct a promotion that commits people to gamble for a minimum period of time to qualify for a player reward scheme; or
- conduct a promotion that commits people to gamble a minimum amount of money to qualify for a player reward scheme
- conduct a promotion which encourages people to participate in any way under undue time constraints or which may be regarded as overly pressuring, for example by using wording and/or phrases such as 'Bet Now'.

The Affiliate must ensure that any promotional material indicates or provides a link to the rules, procedures and conditions of the particular promotion. The full conditions must not be further than 1 click away.

The Affiliate accepts and understands that the above-mentioned rules are not exhaustive and it shall further abide with all other relevant advertising and/or marketing rules issued by the competent authority/ies of the country in which the Affiliate intends to advertise, market and promote the Company Websites, if any and those issued by the competent authorities in which the Company is licensed to operate (refer to Annex B and the restrictions on targeting Dutch residents by way of example).

In the event that any competent authority requires operators to ensure that no marketing material is sent to persons that are subscribed to a national self-exclusion register, the Affiliate undertakes to take the steps necessary to integrate or cross check its marketing distribution list against the national self-exclusion database and ensure that no person found on the national self-exclusion list ever receives any marketing material.

## **Annex B – UK Specific Conditions**

The restrictions included within this Annex B are over and above those contained in Annex A. For the purposes of clarification, any marketing or promotion carried out which may be targeted at users/visitors residing within Great Britain should comply with the requirements of both Annex A and this Annex B.

The Affiliate expressly undertakes not to utilize direct marketing to any potential or existing customers whatsoever within Great Britain. For the sake of clarity, it is expressly stated that the term “direct marketing” refers specifically to marketing via email and/or sms.

Further, it is understood that permission marketing shall not be allowed in Great Britain and the Affiliate shall therefore refrain from using this medium to promote the Company Websites.

The Affiliate shall not publish, through any medium whatsoever, advertising, or publish content which displays content, that:

- suggest that gambling can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration;
- uses terms such as ‘free spins’, ‘free cash’ or ‘free’ in general if there are wagering requirements that apply or if a customer was required to make a deposit;
- suggest peer pressure to gamble nor disparage abstention;
- portray gambling in a context of toughness or link it to resilience or recklessness;
- suggest gambling is a rite of passage;
- suggest that solitary gambling is preferable to social gambling;
- includes a child, young person or anyone who is, or seems to be, under twenty-five years of age. No-one may behave in an adolescent, juvenile or loutish way;
- exploits cultural beliefs or traditions about gambling or luck;
- condone or encourage criminal or anti-social behaviour;
- condone or feature gambling in a work environment

The Affiliates shall only promote those games which are listed by the Company as not being appealing to children. By way of example, the Affiliate cannot promote or display the Company’s logos or trademarks generally in combination with or on same pages which include, games which may be appealing to under 18s (such as Jurassic Park, Jack and the Bean Stalk etc.) This list shall be made available to the Affiliate on demand. (The Company reserves the right to add or remove any games from the list immediately and without notice



and entirely at the discretion of the Company. The Company shall not be held liable in the event that it exercises its right to remove any games from the list.)

In the event that, at any time the Affiliate is given discretion to provide the content of a promotion or to describe a promotion, the promotion must be fair and transparent and must necessarily include all the relevant Significant Conditions applicable thereto. For the purposes of this Annex B, the term "Significant Conditions" shall include, but not be limited to, conditions such as:

- Eligibility Restrictions
- Existence of any minimum or maximum deposits to receive the bonus
- Any maximum bonus amount that can be received (such as 100% deposit bonus up to £100)
- Existence of Wagering Requirement
- Time Restrictions
- Expiry Dates
- Any other method of play required or other restrictions that would potentially lead to the forfeiting of the bonus
- Details of Restricted Odds
- Details of Games which must be played
- Existence of a Max Bet
- Age restrictions

The above requirements apply in all cases and it shall not be an excuse that the promotion was limited by time and space (except as otherwise approved by the Company).

### *Social Media*

All advertising and Pay Per Click advertising on social media should target +25 only.

Social media advertisements, including posts made by third parties, including brand ambassadors must be obviously identifiable as marketing advertisements, for example by using #advertisement or #ad.

On the opening of any *YouTube* account, this should be tagged as a 'Gambling' account and any content needs to be set as "Restricted" so that the respective filter works. Any paid for ads on YouTube should be targeted at +25 only and should use customer data to ensure that they are targeted away from vulnerable groups.

*Twitter* specific requirements: The content posted under the Twitter handle must be fully suitable for underaged users, and therefore cannot be of a gambling related nature. Accepted content may consist of general entertainment content, for example: sports images

and general news (the content must still follow all other marketing requirements, for example: not be of an aggressive or reckless nature, not alcohol related, etc.).

All marketing communications must be obviously identifiable as such within the content of the advertisement, but also from the outside or overview perspective. In relation to advertorials or publications which carry commercial marketing, such publications must make clear that they are marketing communications. For example by heading them 'ad' or 'advertisement'. In an affiliate website, for example, the header of the website can contain "Advertiser disclosure" visible in all pages, which upon mouseover or clicking can explain the nature of the affiliate advertisements.

The Affiliate accepts and understands that all the above-mentioned rules are not exhaustive and it shall further abide with all other relevant advertising and/or marketing rules issued by the Gambling Commission, the Competition and Markets Authority, the Advertising Standards Authority and the Information Commissioner's Office in the UK and any other competent authority that may have jurisdiction over the Company or the Affiliate from time to time.

## **Annex C – Sweden Specific Conditions**

The restrictions included within this Annex C are over and above those contained in Annex A. For the purposes of clarification, any marketing or promotion carried out which may be targeted at users/visitors present in Sweden, should comply with the requirements of both Annex A and this Annex C.

The Affiliate expressly undertakes to clearly identify the operator on whose behalf the marketing communication is made, while further delineating the minimum age allowed to play the relevant game.

The said marketing communication is to contain contact details pertaining to an organisation which provides information and support in connection with gambling issues, in conjunction with commercial communications stating the risks for health of problem gambling in a practical and transparent manner.

The Affiliate shall further ensure that:

- The relevant marketing material shall not exert pressure to gamble or otherwise disparage abstention through timing, location or nature of the commercial communication. Without limitation, do not use the terms Play Now, Deposit Now, Play Fast, Register Fast, or similar words that indicate an urgent call to action;
- No use of the terms no-account, anonymous play, no registration or any other similar terms which provide a misleading message to players;
- The marketing material does not reproduce gambling in a context that connects it with strength or responsibility;
- The marketing material does not convey or produce divergent opinions about restrained gambling;
- The marketing material does not invite or encourage the player to gamble in order to cover previous economic losses;
- The marketing material does not imply that it is without risk to gamble or that there are some products that cannot lead to gambling problems;
- The marketing material does not hint at stereotype conceptions with respect to male and female;
- when sending marketing material via email, the communication shall at all times contain a valid address to which the recipient can send a request that the marketing cease;
- 'refer a friend' or similar programmes are not utilised;
- the BankID wordmark or logo are not used alongside or within our adverts, promotions.
- it does not offer games/events, including e-sports, sports betting, individual sports and team sports, where the majority of participants are under the age of 18.

Lastly, the Affiliate shall more generally ensure that the marketing conducted in Sweden shall be moderate and in line with the provisions contained in Annex A and this Annex C. Should the Affiliate be unsure as to whether its proposed marketing materials comply herewith or otherwise, they are invited to seek the prior approval of the Company.

#### **Annex D – Netherlands Specific Conditions**

The restrictions included within this Annex D are over and above those contained in Annex A.

Our policy is not to pay any commission for any new traffic (from the 15th March 2019 onwards) deriving from the Netherlands which is generated as a result of promotion on channels which breach the below conditions.

We do not permit any advertising of our brands on:

- .nl, or .be sites;
- Sites or other channels which are in Dutch irrespective of the top level domain;
- Sites or other channels which are in English however make specific reference to the Netherlands (such as “Best Dutch Online Casinos” or “Casinos that Accept Dutch Customers” or any similar sites or channels, including social media channels);
- Promotions of our brands on any site or other channel alongside any article which makes reference to the Netherlands, including also the legal situation in the Netherlands;
- Sites or other channels on which the iDeal payment method is referenced;
- Sites or other channels where there are specific Dutch themes;
- Sites or other channels that have a name which is typically associated with the Netherlands;
- Sites or other channels where the audience is typically Dutch;
- Any channel of an affiliate, if the affiliate itself promotes its brand in the Netherlands (such as in bars, on bus-stops, on Dutch TV, Dutch Radio etc.)
- Sites or other channels containing mention or reference to any Dutch payment method or banks, or reference to the processing of withdrawals to Dutch bank accounts.
- Sites or other channels containing any Dutch problem gambling help facilities or any Dutch alternative dispute resolution agencies or similar bodies, or lists the brand as having any relation with those.
- Sites or other channels using Dutch flags or the colours of the Dutch flag.
- Sites or other channels using Dutch imagery or iconography (clogs, windmills, tulips, etc).
- Sites or other channels which commemorate Dutch festivities, bank holidays, or other notable national dates/events.

If you are unsure whether you are breaching the above conditions, please contact our affiliate team.

## **Annex E – Switzerland Specific Conditions**

The restrictions included within this Annex E are over and above those contained in Annex A. Our policy is not to pay any commission for any new traffic (from the 15th March 2019 onwards) deriving from Switzerland which is generated as a result of promotion on channels which breach the below conditions.

We do not permit any advertising of our brands on:

- .ch sites;
- Sites or other channels which are in English however make specific reference to Switzerland (such as “Best Swiss Online Casinos” or “Casinos that Accept Swiss Customers” or any similar sites or channels, including social media channels);
- Promotions of our brands on any site or other channel alongside any article which makes reference to Switzerland, including also the legal situation in Switzerland;
- Sites or other channels where there are specific Swiss themes;
- Sites or other channels that have a name which is typically associated with Switzerland;
- Sites or other channels where the audience is typically Swiss;
- Any channel of an affiliate, if the affiliate itself promotes its brand in Switzerland (such as in bars, on bus-stops, on Swiss TV, Swiss Radio etc.).

## **Annex F – Hungary Specific Conditions**

The restrictions included within this Annex F are over and above those contained in Annex A.

In addition to all the requirements listed above, all marketing to which Hungarian players may be exposed to must be done according to any specific requirements mentioned in this section.

We do not permit any advertising of our brands on:

- a .hu site.
- Sites or other channels containing Hungarian language. The brand's website also cannot be translated to Hungarian.
- Sites or other channels which are in English, which however make specific reference to Hungary or Hungarian players.
- Sites or other channels where: online casinos that accept Hungarian players are mentioned; the website or channel (including but not limited to affiliate sites or social media channels) is in Hungarian, is aimed at Hungarian players or there is a predominant Hungarian audience.
- Sites or other channels containing Hungarian flags or the colours of the Hungarian flag.
- Sites or other channels containing Hungarian imagery or iconography (turul, goulash, paprika, chain bridge, tulips, etc).
- Sites or other channels that commemorate Hungarian festivities, bank holidays, or other notable national dates/events.
- Sites or other channels containing any Hungarian problem gambling help facilities or any Hungarian alternative dispute resolution agencies or similar bodies, or lists the brand as having any relation with those.
- Sites or other channels that employ anything that can be deemed of particular appeal to Hungarian consumers or native Hungarian speakers.
- Sites or other channels, where it could be construed as affiliates or any other 3rd party activity targeting Hungarian customers, assessed in accordance with the criteria above.

## **Annex G – Japan Specific Conditions**

The restrictions included within this Annex G are over and above those contained in Annex A.

Advertisement and marketing of online gambling in Japan is a criminal offense.

Multi-Level Marketing (MLM), offline marketing, street marketing and any type of marketing that can leave a physical trail (like for example post, newspapers, TV and Radio) is strictly prohibited in Japan and we shall not allow the procurement of this type of services.

Online marketing practices, like for example online adverts and marketing, brands website banners and promotional pages, games, social media, direct marketing, VIP schemes are of the entire responsibility of the brand.

## **Annex H – Germany Specific Conditions**

The restrictions included within this Annex H are over and above those contained in Annex A.

We do not allow any advertising in Germany, which could indicate in any way, that any of the brands process cards or credit cards.

We do not allow the acceptance of registrations or targeting with advertisement or marketing Schleswig-Holstein (SH) residents, unless the brand becomes licensed by SH Ministry of Interior. When a user enters a SH zip code for country = Germany, a message informing the player that registrations for that region is not allowed, should be displayed.

The wording to be displayed in this instance should be: (EN) "Due to regulatory reasons a registration from the state of your residence isn't possible." / (DE) "Aus regulatorischen Gründen ist eine Registrierung aus dem Bundesland in dem Du wohnhaft bist leider nicht möglich."

In case it's not possible to specifically identify SH residents from other German residents, no German residents may be targeted with advertisement or marketing campaigns.