AFFILIATE TERMS AND CONDITIONS/CODE OF CONDUCT (EFFECTIVE 01-OCT-2025)

Index:

Applicable: For Affiliates Operating in Ontario, Canada 2
Applicable: For Affiliates Operating in the UK 22
Applicable: For Affiliates Operating in the Netherlands 42
Applicable: For Affiliates Operating in Germany 70
Applicable: For Affiliates Operating in the Markets Regulated Under an MGA Licence 98
Applicable: For Affiliates Operating Everywhere but UK, Ontario, NL Germany & Malta 124
Applicable: For GGVEGAS Affiliates Operating Everywhere in Canada but Ontario 147

Applicable: For Affiliates Operating in Ontario, Canada

“Affiliate Terms and Conditions”

NSUS LIMITED

Introduction

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between NSUS LIMITED (the "Company" or "we" or "us" or "our"), and you, regarding your application to participate as an affiliate (an "Affiliate", "you" and "your") of the Company in its affiliates scheme (the "Affiliates Scheme"). As an affiliate, your role will be to promote the “GGPoker” brand in Ontario. By accepting the terms and conditions of this Agreement, you are entering a legally binding agreement with us. The Company operates the website called www.ggpoker.ca (collectively called “Site”) under a license by the Alcohol and Gaming Commission of Ontario (hereinafter referred to as “AGCO”), and an agreement with iGaming Ontario (hereinafter referred to as “iGO”)

1. Affiliates Application and Enrolment

1.1. To become an Affiliate within the Affiliates Scheme, you will have to complete the Affiliates application. We will evaluate your application and, provided your application is acceptable, notify you of your acceptance to the Affiliates Scheme. We shall have the right at our sole discretion to reject your application to the Affiliates Scheme at any time.

1.2. We may reject your application or terminate this Agreement with immediate effect, if we determine, in our sole discretion, that your marketing methods (including websites, emails, applications, all as indicated in your application) (collectively the "Affiliate Websites") are not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Websites that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains: (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues or (v) any unlawful behaviour or conduct. Similarly, we shall reject your application or terminate this Agreement if we determine, in our sole discretion, that any of your Affiliate Websites are designed to appeal to minors.

1.3. The Company is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. Therefore, we shall reject your application or immediately terminate this Agreement if we deem, at our sole discretion, that any of your Affiliate Website(s) are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware.

1.4. The Company is committed, in accordance with its zero-tolerance standards for bribery and corruption (the "Anti Bribery and Corruption Standards"), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing your activities under this Agreement, you undertake to comply with all applicable laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players,

Commissions, Sub-Affiliates (each as defined below) or otherwise. We shall reject your application or immediately terminate this Agreement if we determine, in our sole discretion, that any of your activities do not fully comply with our Anti Bribery and Corruption Standards.

1.5. You shall have no right to appeal any decision by the Company to reject your application.

1.6. The Company reserves the right to perform background checks on you and request any relevant documentation, for any reason, including (but not limited to) any investigation into your identity, personal history, registration details, such as name, address and age and your financial transactions and financial standing. The Company is under no obligation to advise you that such investigation is taking place. Such activities may include the use of specific third-party companies, who perform the investigations as required. The Company may decide at its sole discretion to terminate this Agreement on the basis that such an investigation provides a negative or uncertain conclusion. The documents requested by us shall typically include an identity card, certificate of incorporation or anything analogous thereto and proof of address. If deemed necessary, the Company may request that the said document copies are notarized by a Public Notary. In the event our requests for documents are not completed or if we suspect that they have been tampered with or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid and we may withhold any past or future Commissions which have accrued or which shall accrue to your benefit as well as reject your application or terminate this Agreement with immediate effect.

2. Protection of Minors

2.1. Persons under the age of 19 are not allowed to register with or play on the Site. The Site is not designed to attract children or adolescents, and we take strict measures to block underage persons from registering with the Site. Therefore, we shall reject your application if we determine, at our sole discretion, that any of your Affiliate Website(s) are designed to appeal to minors and, as such, are not suitable for the Affiliates Scheme.

2.2. All our partners that promote our business should set-rules on online child protection.

3. Links and Promotions

3.1. Before advancing, it is clarified that you are not allowed to display or talk about any bonuses, promotions or inducements for GGPoker on an affiliate website or any other medium such including but not limited to social media and blogs.

3.2. In the event of your acceptance as an Affiliate, we will make available to you banner advertisements, button links, text links and other content as determined by the Company which will be associated with you on our system, all of which shall relate and link specifically to the Site (collectively referred to hereinafter as the "Links"). You may display such Links on your Affiliate Website(s), provided you abide by the terms and conditions of this Agreement and that you possess the legal right to use the Affiliate Website(s) in relation to the Affiliate Scheme.

3.3. In using the Links, you agree that you will cooperate fully with us in order to establish and maintain the Links. If during the term of this Agreement you wish to place the Links on websites other than the Affiliate Website(s) you must request and receive the Company's prior written permission for the placement of the Links on such alternative websites before placing any such

Links (where permission is granted, such alternative websites shall then become Affiliate Website(s) for the purposes of this Agreement).

3.4. You shall not modify a Link or any GGPoker branded content, unless you have received prior written consent from the Company to do so. In the event that we determine that your use of any Link is not in compliance with the terms of this Agreement, we may take such measures as to render such Links inoperative. You may not advertise the Site in any way not approved in advance by the Company in writing including, without limitation, the use of spam messages.

3.5. In addition to your use of Links you may promote the Site by means of publication of bonus codes (each a "Promotion" and collectively the "Promotions"). Your activities in relation to a Promotion shall be strictly in accordance with the Company's or its affiliate's relevant guidelines, and code of conduct for affiliates, as such shall exist and be amended from time to time. Your offering of a Promotion at any time shall be conditional on your receipt of prior written approval from the Company for the Promotion and in the event that you do not receive our approval in relation to a Promotion, you shall not be permitted to receive any Commissions generated on account of Real Money Players, as defined below, in relation to such unapproved Promotion. You have to ensure that you do not use or display any expired Link for a Promotion on any Affiliate Website(s).

3.6. You will not market or promote the Site or use any of the Licensed Materials (as defined below) on any website, software, application or portal which infringes upon the intellectual property rights of any third party.

3.7. You shall refrain from marketing the Site in any way which might compete with our own marketing efforts, unless you have received written approval from us in such regard. By way of example, the following activities will be considered to be activities, which if undertaken by you, would compete with our own marketing efforts and are prohibited hereunder: (i) the placement of Links on any Internet sites on which we place advertisements for the Site; (ii) the promotion of the Site by you by way of keyword advertising with Internet search engines.

3.8. You shall not, during the Term of this Agreement directly or indirectly engage in any marketing, promotion, or player referral activities in respect of any online gaming site that facilitates or accepts wagers from players in Ontario unless such site is duly registered with the AGCO and authorized to operate within the iGaming Ontario framework.

3.8.1. For greater certainty, you shall not provide services, whether under contract, on a commission basis, or for any other form of compensation, to any unregistered or unauthorized online gaming operator targeting Ontario players.

3.8.2. You shall, upon request by the Company, certify in writing your compliance with this section and shall promptly disclose to the Company any actual or potential conflict or breach.

3.9. Your breach of any of the foregoing provisions will constitute a material breach of this Agreement, and the Company retains full authority to, in addition to any other rights or remedies available at law or in equity: (i) terminate this Agreement immediately in the event of such breach and (ii) retain for its own account any Commission accrued to your benefit at such time and thereafter.

3.10. In relation to PPC and keyword bidding it is hereby made clear that you may not advertise (make use in any search engine ads) or 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 or its affiliate's trademarks or trade names from time to time, which includes but is not limited to “GGPoker”, or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the Company's group (collectively the "Group Website"). In addition, you shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by the Company from time to time or otherwise including, but not limited to, the words “All-In or Fold”, “Rush & Cash”, “Spin & Gold”, etc.

4. Prospects and Real Money Players

4.1. A "Prospect" shall mean a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by you on your Affiliate Website(s) or otherwise distributed by you in accordance with this Agreement, opens a new user account with the Site and makes the required minimum deposit. Notwithstanding the foregoing, players who received a first money transfer into their account from a third party shall not be required to make a minimum deposit in their new user account prior to becoming a Prospect (such players however shall not be counted for payments associated with CPA trackers or hybrid trackers and shall not contribute to any tranche associated with progressive revenue share schemes).

4.2. A "Real Money Player" is a Prospect who in addition has:

(i) For CPA trackers and CPA component in hybrid trackers: (a) been promptly verified and approved in accordance with applicable regulatory requirements, including any applicable age or ID verification; (b) has a Gross Revenue of at least $10; and (c) meets any other qualifications based on gaming activity which we may add from time to time per territory at our discretion; (ii) For Revenue Share trackers: plays on the Site.

4.3. Neither you nor your relatives are eligible to become Prospects or Real Money Players and should you or they do so you will not be eligible to receive the Commission and such attempt on your part shall be considered a fraudulent act against the Company. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling.

4.4. The number of Prospects per individual household computer is strictly limited to one.

4.5. The Company’s measurements and calculations in relation to the number of Real Money Players and the relevant Gross Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal.

4.6. We shall make the number of your Real Money Players and the relevant Gross Revenue figures available to you through the Affiliates Information Site. It should be noted that the Affiliates Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. Such data is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliates Information Site and the Company's records, the Company's records shall govern. To permit accurate tracking, reporting and commission accrual, you must ensure that the Links between your Affiliate Websites and the Site is properly formatted throughout the term of this Agreement.

5. Commissions

5.1. The commission scheme shall be as set out by the Company (the "Commission"), and may be modified in accordance with the terms of this Agreement. For any scheme containing a revenue share component, you will receive the applicable percentage of Net Revenue as such term is defined below and subject to the terms herein.

5.2. The term “Gross Revenue” shall mean Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots). The term "Net Revenue" shall mean Real Money Players' Gross Revenue less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees, and applicable Facebook fees) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

5.3. A Real Money Player's contribution to the "Rake" generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand *.

5.4. Notwithstanding the foregoing, we reserve the right to change the "rake" allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

5.5. "Tournament Overlay" refer to the applicable portion as determined by the Company of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and tournaments set up at the Affiliate's request and agreed by the Company).

5.6. For avoidance of doubt, the Company shall be under no obligation to pay any commissions under any Commission scheme with respect to Real Money Players which were blocked or suspended by the Company for any reason (including for reasons of fraud or any failure to validate the end-user account). However, the Company may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

5.7. Notwithstanding the foregoing, you acknowledge and agree that a different payment scheme may apply to other Affiliates who are already being paid by the Company in accordance with an older or alternative payment scheme or in other particular cases as determined at the Company's sole discretion from time to time.

5.8. Subject to all other terms of this Agreement, all Commissions shall be paid to you on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to you as per your preferred payment method and to the account detailed by you as part of your application process (the "Payment Account").

It is your responsibility to ensure that the details provided by you are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide the Company with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect Payment Account, the Company shall no longer be liable to you for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commissions to you, the Company reserves the right to subtract from the Commissions due to you an amount of money to reflect the required investigation and additional work created by you having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect details of your Payment Account or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Commission payments and will no longer be liable to pay such Commission.

5.9. The Company reserves the right to request that you provide the Company with written documentation verifying all your beneficiaries and Payment Account at any time, including upon registration and when any change is made relating to your Payment Account. The Company is not obligated to make any payments until verification is completed to its satisfaction. If the Company believes at its sole discretion that you have failed to provide it with such verification, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time or thereafter.

5.10. The Company reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If we determine at our sole discretion that such conduct is being practiced, we may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time and thereafter and terminate this Agreement with immediate effect.

5.11. Where you earn your Commission in accordance with the revenue share schemes as set out above the Company will apply a negative balance carry-over policy (the "Policy"). The Policy consists of the following two rules : (i) in reaching the total commission amount owed to you in a calendar month the Company shall calculate all commissions, both positive and negative, generated by Real Money Players via our Site; and (ii) in the event that at the conclusion of a calendar month the commission generated by Real Money Players via our Site is a negative amount, we shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive commission amounts generated or any other payment payable to you by any entity in the Company's group or issue an invoice for such negative amount at our discretion.

5.12. The Company hereby retains the right to convert the commission scheme by which you are being, have been, or will be paid.

5.13. The Company shall be entitled to set-off from the amount of Commission to be paid to you any associated costs related to the transfer of such Commission.

5.14. In the event that the Commission to be paid to you in any calendar month is less than $1000 (the "Minimum Amount"), the Company shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

5.15. The Company reserves the right to reduce your Commission relating to our Site in the event that you do not have any persons qualifying as Prospects on our Site or through the account associated with such Site, in three (3) consecutive calendar months.

5.16. The Company retains the right to review all commissions for possible Fraud, whether such Fraud is on the part of the Real Money Player, on the part of a Sub-Affiliate, or on your part. In any period of time during which the Company reviews commissions for possible Fraud, such review period not to exceed 180 days, the Company shall have the right to withhold any Commission accrued in your favour, such Commissions not to be paid until such time as the review has been concluded.

5.17. Any incidence of Fraud on your part constitutes a breach of this Agreement. In case of such breach, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time in relation to the same whether such Commissions were generated through Fraud or otherwise. The Company also retains the right to set-off from future Commissions payable to you any amounts already received by you which can be shown to have been generated by Fraud. You are urged to provide accurate details in regard to the manner and information relating to your preferred method of receiving Commissions and the Company shall not be held liable for your delayed receipt of Commissions due to your provision of inaccurate details.

5.18. For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by you or a third party of bonus abuse on the part of the Real Money Players; (ii) a chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account in breach of the terms of this Agreement; (v) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by you or by a Real Money Player which is reasonably understood to have been committed in bad faith against the Company regardless of whether or not such action has resulted in any type of harm or damage to the Company. In the event of fraudulent activity on your part, the Company shall have the right to immediately block your account and forfeit any past and future Commissions which have accrued to your benefit.

5.19. For the avoidance of doubt, it is hereby stated by the Company and agreed by you that the Commissions which the Company shall pay to you shall relate solely to the Poker product which you directly advertise via the Links. The Company shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by the Company or any of its affiliated entities or commercial partners. In addition, the Company shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by you in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

5.20. Your account is solely for your benefit. You shall not allow any third party to use your account, password or identity to access or use the Affiliates Scheme and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform the Company immediately if you suspect that your account is being misused by a third party and/or any third party has access to

your account username or password. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on your account by a third party or for any damages that may arise therefrom.

5.21. The Company reserves the right, at its sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay you any Commissions which have accrued to your benefit that are attributable to such jurisdictions, without notice to you.

5.22. Inactive Affiliates' accounts and effects of suspension — Affiliate acknowledges and understands that upon successful onboarding of an Affiliate, Company will create an Affiliate's account on its affiliate management website, which shall be used to exchange information and track progress thereof.

5.23. Any Affiliate's account that has been inactive for a consecutive ninety (90) days, i.e. the account has not directed any first time depositors within the terms of this Agreement, will be deemed an "Inactive Account" by the Company.

5.24. Company reserves the right to suspend an Inactive Account in its sole discretion upon delivering a notice to the Affiliate. Company may also deliver a reminder notice after 14 days of suspending an Inactive Account.

5.25. As provided in s.5.14, an Affiliate shall only be entitled to withdraw from their Affiliate's account an amount equal to or greater than the Minimum Amount. Notwithstanding anything to the contrary in this Agreement, and regardless if the unclaimed amount is less than the Minimum Amount, any amount accrued in the Inactive Account upon suspension ("Unclaimed Amount") will remain withdrawable for a period of one (1) year from the date of suspension. Thereafter, Affiliate will not have any right to the Unclaimed Amount, and Company reserves the right in its sole discretion to take appropriate measures or actions to dispose off any Unclaimed Amount.

5.26. Affiliate acknowledges that the Company shall not be liable for any damages, loss of profits, or any other claims arising from the suspension of an Inactive Account.

5.27. Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

6. Intellectual Property

6.1. In the event of your acceptance to the Affiliates Scheme, we shall grant you a non-transferrable, non-exclusive, revocable license to place the Links on your Affiliate Websites during the term of this Agreement, and solely in connection with the Links, to use the GGPoker

or any other corporate brands, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links along with any other intellectual property inherent in any marketing material/promotional material that may be shared by Company to the Affiliate (collectively, "Licensed Materials"), solely for the purpose of promoting the Site.

6.2. You are not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

6.3. You may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, you may not use the Licensed Materials without first submitting a sample of such proposed use to us and receiving our prior written consent to such use.

6.4. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays the Company or anyone else negatively.

6.5. The Company reserves all of the intellectual property rights in the Licensed Materials as granted to the Company under any agreement or registration. We may revoke your license to use the Licensed Materials at any time by written notice to you, whereupon you shall immediately destroy or deliver up to us all such materials that are in your possession. You acknowledge that, except for the license which may be granted to you in connection hereto, you have not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or your activities hereunder. The aforementioned license shall terminate upon the termination of this Agreement.

7. Obligations Regarding Your Affiliate Websites and Marketing Materials

7.1. You will be solely responsible for the technical operation of your Affiliate Website(s) and the accuracy and appropriateness of materials posted on therein.

7.2. You agree that your Affiliate Website(s) will not, in any way, copy or resemble the look and feel of the Site (or any part thereof), nor will you create the impression that any of your Affiliate Websites are any of the Site (or any part thereof).

7.3. You also agree that none of your Affiliate Website(s) will contain any content of the Group Website or any materials which are proprietary to the Company or its affiliates, except (i) with our prior permission, or (ii) the Links. In particular, you are not permitted to register a domain name that includes, incorporates or consists of the Company's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

7.4. On execution of this Agreement and as a continuing obligation, you will inform the Company of any domain names you own which are in breach of the foregoing. Once we become aware that you have registered a breaching domain name you will be informed and required to transfer the domain name to us or an entity nominated by us, forthwith and free of charge. Your obligation to transfer domain names registered in breach of this clause extends to domain names registered prior to the date of execution of this agreement. Until the domain name has been transferred to the nominated company you will not allow the domain name registration to lapse. We may, in our sole discretion, withhold all Commission payments that may be due to you until the domain name is transferred.

7.5. You will not use any unsolicited or spam messages to promote the Site. In the event we receive a complaint that you have been sending spam messages, you hereby agree that we may provide to the party making the complaint any details required for the complaining party to contact you directly in order for you to resolve the complaint. The details which we may provide to the party making the complaint, include your name, email address, bricks and mortar address and telephone number. You hereby warrant and undertake that you will cease sending spam messages and make every effort to resolve the complaint. In addition, we reserve all of our rights in this matter including without limitation the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and to set off or charge you for all claims, damages, expenses, costs, fines incurred or suffered by us in relation to this matter. Nothing stated or omitted herein shall in any manner prejudice any of our rights.

7.6. You will ensure that your Affiliate Websites and any related marketing materials or communications comply with all applicable laws, regulations, codes of conduct, rules, conditions and directives, do not contain any spyware, adware or other unwanted threats and do not infringe any right of any third party, including intellectual property rights, directly or indirectly. If your Affiliate Websites or any related marketing materials or communications are found to breach or infringe any of the above or contain any spyware, adware or other unwanted threats, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.7 You will ensure that your Affiliate Websites and any related marketing materials or communications are in compliance of the Registrar's Standards for Internet Gaming, issued by AGCO, and any other policies issued by iGO and shared with you by the Company.

7.8 You undertake to comply with all the restrictions listed below;

a) Age-Gated Games - You will ensure that your Affiliate Websites do not advertise any contents or links of casino games which target and/or pose a risk to the under-25 or contain contents which exploit the susceptibilities. aspirations, credulity, inexperience of underage and other vulnerable persons.

b) Life Changing Terms: You will ensure that your affiliate websites do not advertise any contents or links that will imply that gambling will change their life for the better or that gambling is a source of earning money quickly.

c) Responsible Gaming and 19+ content and links: You will ensure that your affiliate websites must contain signposting with link to pages explaining about Responsible Gambling eg. a link to the Responsible Gambling Council page https://www.responsiblegambling.org/. Additionally an 19+ warning, and a link to ConnexOntario (Mental Health & Addiction Treatment Services | Connex Ontario) must be displayed on all webpages of the affiliate website.

d) Self-exclusion Terms: You will ensure that your affiliate websites do not advertise any contents or links that target such persons who have previously self-excluded by using terms such as "not blocked under self-exclusion", "for self-excluded persons", "non self-exclusion" etc. which would entice such vulnerable persons who have previously self-excluded to commence gambling again.

7.9. We reserve the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate websites and other web pages. If any content or links displayed on an Affiliate website is found to be in contravention of any of the terms mentioned above or any part of this policy, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.10 You undertake to immediately comply with all instructions and guidelines provided by the Company or published on the Affiliate Information Site in relation to your activities in marketing and promoting the Site including, without limitation, any instruction received from the Company requesting you to post on the Affiliate Websites information regarding new features and promotions on the Site. If you are in breach of the foregoing, we reserve the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.11. You will indemnify and hold the Company, any associated company operating a website for the GGPoker brand, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of your Affiliate Websites or any materials, products or services linked to therein. You hereby acknowledge that your conduct as an Affiliate has the potential to cause substantial damage to the Company's and the Site's reputation and goodwill, and you undertake that at all times consider the goodwill and reputation of the Company and the Site and to act in an appropriate manner.

8. Term

8.1. The term of this Agreement will begin upon your acceptance to the Affiliates Scheme as an Affiliate and will end when terminated by either Party. At any time, either Party may immediately terminate this Agreement, with or without cause, by giving the other Party written notice of termination, where such notice may be served via fax or email.

8.2. We reserve the right to withhold your final payment, i.e. the last and final payment due at the termination of this Agreement, for a reasonable time to ensure that the correct amount is paid. You acknowledge and confirm that unless disputed, the final payment made to you by us in accordance with this Agreement shall constitute an end of accounts between you and the Company, and we will not be liable to pay you any additional amounts.

8.3. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licenses or created by us and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the Affiliates Scheme. Following the termination of this Agreement and our payment to you of all Commissions due at such time of termination, we shall have no obligation to make any further payments of Commissions to you.

9. Modification

9.1. We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. You agree that posting a change of terms notice or a new agreement on our Affiliates Information Site is considered sufficient provision of notice and such modifications shall be effective as of the date of posting. For clarification, it is your prerogative to regularly check the Affiliates Information Site for any updates.

9.2. Modifications may include, but are not limited to, changes to the Site, the scope of available commission fees, commission schedules and payment procedures. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued participation in the Affiliates Scheme following our posting of a change notice or a new agreement on our Affiliates Information Site will constitute a binding acceptance by you of the change. Due to the above, we advise you to frequently visit the Affiliates Information Site and review the terms and conditions of this Agreement.

10. Limitation of Liability

10.1. We will not be liable for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or your participation in the Affiliates Scheme, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total Commissions paid or payable to you under this Agreement.

11. Relationship of Parties

11.1. You and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

12. Disclaimers

12.1. We make no express or implied warranties or representations with respect to affiliates scheme or the affiliates information site (including without limitation warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the site or the affiliates information site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

13. Representations and Warranties

13.1. You hereby represent and warrant to us the following: (i) you have accepted the terms and conditions of this Agreement, which creates legal, valid and binding obligations on you, enforceable against you in accordance with its terms; (ii) all the information provided by you with regards to your application to the Affiliate Scheme are true and accurate; (iii) such acceptance and the performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which you are subject to; (iv) you have, and will have throughout the term of this Agreement, all approvals, permits and licenses (which includes but is not limited to any approvals, permits and licenses necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement and (v) you are an adult of at least 19 years of age.

13.2. You further represent that you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfill your obligations hereunder without violating any applicable law.

14. Confidentiality

14.1. All non-public, confidential, or proprietary information of Company ("**Confidential Information**"), including, but not limited to correspondence, marketing plans, business data, business, player information, pricing, discounts, rebates, incentives, terms of sponsorship/endorsement or any other items relevant to this Agreement disclosed by Company to Affiliate, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for Affiliate's use in performing this Agreement and may not be disclosed or copied unless authorized by Company in writing, with the exception of Affiliate's professional advisors. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Affiliate's breach of this Agreement; (b) is obtained by Affiliate on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Affiliate establishes by documentary evidence, was in Affiliate's possession prior to Company's disclosure hereunder. Upon Company's request, Affiliate shall promptly return all documents and other materials received from Company. Notwithstanding anything to the contrary, Affiliate shall indemnify Company for any damages attributable to Affiliate for any breach of this Section 14. Moreover, Company shall be entitled to injunctive relief for any violation of this Section 14.

15. Data Protection and Anti-Spam

15.1 For clarification, it is provided that the provisions in this clause 15 shall solely relate to your business activity concerning the Company. Under no circumstances this clause will govern your business relationships, content or communications concerning other brands and/or entities. It is further clarified that the Company shall not be liable for any breaches on account of your actions or losses suffered by you that concern other brands and/or entities.

15.2 The Affiliate confirms that it acknowledges and understands its obligations relating to personal information and anti-spam, and that they shall strictly follow all applicable data protection and anti-spam laws.

15.3 If applicable, and in addition to measures mandated by applicable laws, you shall acquire consent from individuals prior to collecting their information on your website and/or sending them any direct marketing communications. Provided that such collection of consent shall be made in accordance with applicable laws.

15.4 For clarification, it is provided that you shall not send any direct marketing communication to (i) anyone who has not consented to such communication, (ii) anyone who has withdrawn their consent for such communications, or (iii) where the Company has notified you in writing about a player that shall not be contacted. It is further clarified that you will not knowingly contact a Prospect/Real Money Player that has self-excluded

15.5 You shall not represent in the direct marketing communications that the email is being sent by the Company or any of its brands.

15.6 **Communicating breaches:** you shall notify the Company immediately in the event that you breach any of the provisions under this clause 15. You shall also notify the Company in the event any person makes a complaint to you about receiving an unconsented direct marketing communication or about use of their personal information.

15.7 In addition to the indemnification provision(s) under this Agreement, you agree to indemnify the Company against all costs, claims, fines, group actions, damages and expenses incurred by the Company due to any

16. Indemnification

16.1. You hereby agree to indemnify, defend and hold harmless the Company, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by you or any representation or warranty made by you herein; or (ii) any claim related to your Affiliate Website(s), or (iii) any claim related to your entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s) or (iv) material breach, as defined under clause 3.9 of this Agreement.

17. Entire Agreement

17.1. The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

18. Independent Review

18.1. You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliates Scheme and are not relying on any representation, guarantee or statement by the Company other than as set forth in this Agreement.

19. Miscellaneous

19.1. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with the laws of Ontario. The courts of Ontario shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

19.2. Without derogating from the rights of the Company under this Agreement and/or by law, the Company may set off any amount which you owe to it pursuant to this Agreement and/or by law from any sum that you are entitled to receive from the Company, from whatever source.

19.3. You may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the

benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

19.4. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in. We will notify you of any such transfer, assignment, sublicense or pledge by publishing the new version of this Agreement on the Affiliates Information Site.

19.5. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by an Ontario court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

19.6. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

19.7. The Affiliate covenants and agrees that Affiliate shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company, its management, or of management of corporations affiliated with the Company. The obligations shall survive any termination of this Agreement.

20. Language Discrepancies

20.1. In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

21. Compliance with the Company’s Licencing Obligations

21.1. The Affiliate shall ensure to conduct itself in so far as they carry out activities on behalf of the Company as if they were bound by the same licence conditions and subject to the same codes of practice as the Company. The Affiliate shall ensure to provide such information to the Company as the Company may reasonably require in order to enable the Company to comply with their information reporting and other obligations to Regulatory Authorities. The Company shall have the right to terminate this Agreement promptly if, in the Company’s reasonable opinion, the Affiliate is in breach of its obligations laid out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company’s licencing obligations.

AFFILIATE CODE OF CONDUCT

1. INTRODUCTION

The Code of Conduct (referred to as the "Code") has been prepared by NSUS LIMITED ("NSUS" or the "Company", term that shall include all companies in the NSUS group and all the brands operated by the Company, irrespective of whether such companies or brands operate in Ontario or elsewhere). Affiliates (the "Affiliate" or "you") are required to comply with the Code pursuant to section 3.5 of the Affiliate Terms and Conditions.

2. SCOPE

The Code is intended to be applicable to all Affiliates. The Code covers all marketing activities in all media platforms (including television, radio, social networks and other online platforms), regardless of the technology used. All affiliates commit to implement and uphold, in letter and in spirit, this Code of Conduct. The Company reserves the right to amend this Code in accordance with policy changes made to the applicable regulations by the applicable authority.

3. GENERAL

1. You must act at all times in a manner consistent with the licensing objectives outlined in the Registrar's Standards for Internet Gaming, issued by the Alcohol & Gaming Commission of Ontario (hereinafter referred to as "AGCO"), policies released by iGaming Ontario (a subsidiary of AGCO, and hereinafter referred to as "iGO"), and the *Gaming Control Act, 1992*, as if you are a licensee of the AGCO.
2. You must only use marketing content that has been approved by NSUS.
3. You must not modify or alter any promotional content (including artwork, banners or text links) already approved by NSUS, without its consent.
4. All your marketing material must:

    1) be truthful and not misleading
    2) include:
        i. https://www.connexontario.ca
        ii. "19+ only"
        iii. "Terms and Conditions apply"
        iv. a responsible gaming message

5. You must comply with all reasonable instructions of NSUS regarding any marketing activity.
6. Upon the request of NSUS, you must immediately remove any marketing activity within your control that promotes NSUS.

7. You must not target your marketing at individuals under the age of 19 years old (see further at sections 5, 6 and 7 below).
8. You shall ensure that the most current link(s) provided by NSUS is/are used and, in any event, within 24 hours of being provided.
9. You must provide NSUS with access to any information it requires in order to comply with all applicable laws, regulations and obligations of the AGCO and iGO.
10. You must at all times comply with:

    1) NSUS' Affiliate Terms and Conditions;
    2) *Gaming Control Act, 19*92
    3) Registrar's Standards for Internet Gaming by AGCO
    4) iGO's Brand Guide Policy, and Marketing & Advertising Conditions Policy
    5) 'Important Information for Advertising and Marketing in Ontario's New Igaming Market', issued by AGCO,
    6) Canadian Code of Advertising Standards,
    7) ThinkTV Guidelines,
    8) any other laws, policies, rules and regulations shared by NSUS with you; and
    9) All other applicable laws as detailed in the Affiliate Terms and Conditions.

11. You must not alter form, operation or location of links, including placing links on a website other than that specified in your application form, without the prior written consent of NSUS.
12. You must not artificially increase, or attempt to artificially increase, monies payable to you by NSUS by fraudulently generating traffic to the website.
13. All public advertising of inducements, bonuses and credit is prohibited except for advertising through direct marketing and on ggpoker.ca. This includes any communication of inducements via verbal, written, or other methods. In the event that you conduct direct marketing, you must include an unsubscribe facility in any marketing material you send, so the recipient can opt to stop receiving advertising material from you. A person's prior clear consent is required before any direct marketing material could be shared.
14. You shall not advertise outside of Ontario any offerings that NSUS offers in Ontario through its registration with AGCO.
15. Your site must not contain any material that is libelous, discriminatory, obscene, threatening, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent.
16. You must not make any representation or commitment to anyone about NSUS or on its behalf.
17. You must not falsely represent NSUS in any way.
18. You shall not advertise any other internet gaming company on your media that operates in Ontario but is not registered with AGCO.

4. **MARKETING CONTENT**

Affiliates should provide clear and non-misleading information about the Company. It should be socially responsible and not encourage problem gambling. Affiliate marketing should not:

1. be socially irresponsible;
2. try to entice or target people who are either at high-risk or vulnerable;
3. exploit susceptibilities, aspirations, credulity, inexperience or lack of knowledge of potentially at high-risk persons;
4. be misleading or untruthful;
5. imply that the chances of winning will increase the longer one plays, the more one spends, or that skill can influence outcome where it cannot;
6. claim that gambling can fulfill, solve or provide an escape from family, social, personal or professional problems;
7. claim that gambling can be an alternative to employment;
8. claim that gambling is a financial investment, financial security or a means to recover past loss or financial loss;
9. encourage gaming behavior that could lead to financial, social or emotional harm;
10. portray gaming as indispensable or taking priority in life;
11. suggest that gaming can enhance personal qualities such as, self-image or esteem, control, superiority, recognition or admiration;
12. link gaming to peer pressure, seduction, sexual success, enhanced attractiveness, toughness, or resilience;
13. portray gaming in an irresponsible play;
14. contain endorsements by well-known people that gambling contributed to their success;
15. make any false promises;
16. portray winning as a probable outcome.

5. **PROTECTING MINORS**

Affiliate marketing should not harm or exploit the susceptibilities or lack of knowledge of Minors. Affiliate marketing should not be aimed at or specifically designed to appeal to Minors. Messages and content Gambling marketing should:

a. Clearly state information/ have message on minimum age requirements;
b. Not suggest that gaming is a rite of passage; ;
c. Not invite Minors to gamble;

6. **APPEAL AND PORTRAYAL**

Affiliate marketing should not:

a. use themes, language, cartoon figures, or symbols that may primarily appeal to minors;;
b. use minors or persons who appear to be minors;
c. contain role models or celebrity/entertained endorsements that primarily appeal to minors;
d. Must not use or contain cartoon figures, symbols, role models, and/or celebrity/entertainer endorsers that primarily appeal to minors.

7. **DISPLAY AND PLACEMENT**

Affiliate marketing should not be displayed in media that is directed to minors or where the majority of the audience consists of minors.

8. **RESPONSIBLE GAMBLING MESSAGING**

Responsible gambling messaging informs players on risks associated with gambling and encourage appropriate gambling behaviour. The messaging can be formulated in many ways, e.g. “Winners know when to stop”, “if the fun stops, stop!”.

Responsible gambling messaging should:
a. Be included in all marketing;
b. Be clearly stated in order to be legible;
c. Include information on help lines on gambling related problems, where the Player or relatives can seek help.

Applicable: For Affiliates Operating in the UK

“Affiliate Terms and Conditions”

NSUS LIMITED

Introduction

The Company operates the website called www.ggpoker.uk (the “Site”) under an operating licence from the UK Gambling Commission.

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between NSUS Limited (the "Company"), and you, regarding your participation as an affiliate (the "Affiliate") in the Company’s affiliates scheme (the "Affiliate Scheme").

Please read these terms and conditions carefully as by accepting the terms and conditions of this Agreement, you are entering a legally binding agreement with us.

1. Definitions and Interpretation

1.1 In this Agreement:

“**Affiliate Information Site**” means the third-party portal called GGPartners Platform operated by the Company for the purpose of monitoring and tracking the day to day activities of the Affiliate such as Commission due to the Affiliate, payment of Commissions, Affiliate customers, communication of important documents and other marketing activities by the Affiliate. The portal is also used for sharing and communicating important legal documents and agreements between the Company and the Affiliate and any changes and amendments to any such agreements.

“**Affiliate Website**” means the website operated by the Affiliate details of which have been provided to the Company by the Affiliate on the Affiliate’s application form that it has completed in connection with participation in the Affiliate Scheme.

“**Applicable Laws**” means (i) the Consumer Protection Legislation; (ii) the Gambling Act 2005 (Great Britain); (iii) any present or future applicable code issued by the Gambling Commission including but not limited to the Licence Conditions and Codes of Practice; (iv) any present or future applicable code issued by the Advertising Standards Authority including but not limited to the CAP/BCAP Code; (v) the IGRG Industry Code for Socially Responsible Advertising; (vi) the Data Protection Act 2018; and (vii) any other laws, statutes and regulations which are applicable to the Company or the Affiliate from time to time.

“Code of Conduct” means the code of conduct that regulates how Affiliates may market the Site to Prospects and Real Money Players.

“Commission” means the commission payable to the Affiliate in accordance with the Commission Scheme.

“**Commission Scheme**” means the scheme which describes how commission that is due to Affiliates is calculated and paid by the Company and which is available at the Affiliate Information Site.

“Connected Person” means a spouse, sibling, son, daughter or other close family member of the Affiliate (if the Affiliate is an individual) or a director, employee, agent (if the Affiliate is a company).

“**Consumer Protection Legislation**” means the legislative and statutory requirements applicable to the conduct of arrangements with the Referred Customers and potential customers, including, (without limitation), the Consumer Rights Act 2015 and the Consumer Protection from Unfair Trading Regulations 2008, each as amended from time to time.

“**CPA”** means cost per acquisition.

“**Data Protection Legislation**” means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, Regulation (EU) 2016/679 (the General Data Protection Regulation) (and any related national legislation), any equivalent, replacement or repealing legislation, and any codes of practice issued by a competent authority relating to the same at any time.

“GGPoker” means the product being offered by the Company which is advertised and promoted by the Affiliate.

“**Licensed Materials**” means use the GGPoker brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links along with any other intellectual property inherent in any marketing material/promotional material that may be shared by Company to the Affiliate.

“**Links**” means Affiliate banner advertisements, button links, text links and other content as determined by the Company which will be associated with the Affiliate on the Company’s system, all of which shall relate and link specifically to the Site.

“**Policies**” means the policies that the Company has in place from time to time that are relevant to the Affiliate’s operations including the Company’s Anti-Money Laundering Policy.

"**Prospect**" means a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by the Affiliate on the Affiliate Website(s) or otherwise distributed by the Affiliate in accordance with this Agreement, opens a new user account with the Site and makes the required minimum deposit. Notwithstanding the foregoing, players who received a first money transfer into their account from a third party shall not be required to make a minimum deposit in their new user account prior to becoming a Prospect (such players however shall not be counted for payments associated with CPA trackers or hybrid trackers and shall not contribute to any tranche associated with progressive revenue share schemes).

"**Real Money Player**" is a Prospect who has:

a) for CPA trackers and CPA component in hybrid trackers: (i) been promptly verified and approved in accordance with applicable regulatory requirements, including any applicable age or ID verification; (ii) has a Gross Revenue of at least $10; and (iii) meets any other qualifications based on gaming activity which the Company may add from time to time per territory at the Company’s discretion;

b) for Revenue Share trackers: plays on the Site.

“Regulatory Authority” means the Gambling Commission of Great Britain and any other regulator with authority over the operations of the Company

“Territory” means the territory in which the Affiliate is permitted to operate

2. Affiliate Application

2.1. To become an Affiliate within the Affiliates Scheme, the Affiliate has to have completed the application form. The Company will evaluate the Affiliate’s application. In order to be accepted into the Affiliate Scheme:

a) the application form must have been completed in full by the Affiliate and the responses and information provided on the form must be acceptable to the Company as they will form part of the agreement between the Affiliate and the Company along with the Terms and Conditions;

b) the Affiliate confirms its acceptance of these Terms and Conditions;

c) the Affiliate confirms its acceptance of the principles for the calculation of Commission set out in the Commission Scheme;

d) the Affiliate successfully passes the background checks required by the Company under Clause 2.3 below;

e) the Company does not deem the Affiliate to be in breach of any of the provisions of Clause 2.2; or

f) the Company has no other concerns with the Affiliate’s application,

2.2. The Company may reject the Affiliate’s application, if the Company determines, in its sole discretion, that:

a) the Affiliate’s marketing methods (including websites, emails, applications, all as indicated in the Affiliate’s application) are not suitable for membership in the Affiliates Scheme for any reason, including, but not limited to, inclusion of content on the Affiliate Website(s) is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, including: (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues or (v) any unlawful behaviour or conduct;

b) any of the Affiliate Website(s) are designed to appeal to minors or other vulnerable people;

c) any of the Affiliate Websites are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware;

d) the Affiliate does not operate in such a way as to be in compliance with the Company’s Anti-Money Laundering Policy;

2.3. In connection with the Affiliate's application, the Company reserves the right to perform background checks on the Affiliate and to request any relevant documentation (in such format as specified) in connection with such checks. The documentation required by the Company may include (but not be limited to):

a) for companies: certificate of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors);
b) for individuals: valid passport; valid driving licence; recent utility bill; letter of reference from the Affiliate's bank; copies of recent bank statements.

2.4 The Company reserves the right to use third-party verification companies to assess the Affiliate's suitability for acceptance into the Scheme.

2.5 The Affiliate hereby represents and warrants to the Company the following:

a) all the information provided by the Affiliate with regards to its application to the Affiliate Scheme is complete, true and accurate;
b) entering into and being bound by the Agreement will not result in the Affiliate breaching any law or regulation applicable to the Affiliate;
c) the Affiliate has, and will have throughout the term of this Agreement, all approvals, permits and licences (which includes but is not limited to any approvals, permits and licences necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement;
d) it fully understands and accepts the contents of these Terms and Conditions;
e) (where the Affiliate is an individual) the Affiliate is an adult of at least 18 years of age.

2.6 The Company will notify the Affiliate by email sent to the email address provided in the Affiliate's application form of the Affiliate's acceptance into the Affiliate Scheme. The Company may accept or reject the Affiliate in its sole discretion. The Company's decision is final and not subject to any appeal.

2.7 For the avoidance of doubt, the Application Form, the Commission Scheme and the Terms and Conditions shall constitute the agreement between the Company and the Affiliate with respect to the participation of the Affiliate in the Affiliate Scheme.

3. Term

The term of this Agreement (the "**Term**") will commence on the date on which the Company notifies the Affiliate that the Affiliate has been accepted into the Affiliate Scheme and will continue until terminated by either Party in accordance with the provisions of Clause 13.

4. Compliance with the Company's Licensing Obligations/Applicable Laws

4.1 The Affiliate shall ensure it carries out the activities specified in this Agreement on behalf of the Company as if the Affiliate is bound by the same regulatory and licence conditions and subject to the same codes of practice as the Company. The Affiliate shall provide such

information to the Company as the Company may reasonably require in order to enable the Company to comply with its information reporting and other obligations to any applicable Regulatory Authorities. The Company will terminate this Agreement immediately if, in the Company's reasonable opinion, the Affiliate is in breach of its obligations set out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licensing obligations.

4.2 The Affiliate shall comply with all Applicable Laws including but not limited to the Consumer Protection Legislation and will comply with all directions and instructions issued by the Company to ensure compliance with the Consumer Protection Legislation and shall not act in any way that would restrict or impede the Company's compliance with the Consumer Protection Legislation.

5. Code of Conduct/Policies

The Affiliate shall be provided with access to the Code of Conduct and the Policies and shall perform its obligations with respect to the Affiliate Scheme in full compliance with the Code of Conduct and the Policies.

6. Protection of Minors

6.1. Persons under the age of 18 are not allowed to register with or play on the Site. The Site is expressly not designed to attract children or adolescents, and the Company takes strict measures to block underage persons from registering with the Site.

6.2. All Affiliates must have in place rules and policies for protecting and preventing play by minors, including the promotion of the responsibility of parents to restrict access to gambling sites from devices used by minors whether these are accessed personally or with others.

7. Links and Promotions

7.1. The Company will make available to the Affiliate the Links. The Affiliate may display the Links on the Affiliate Website(s), subject to strict compliance by the Affiliate with the Terms and Conditions. In using the links, the Affiliate will cooperate fully with the Company in order to establish and maintain the links. The Affiliate is prohibited from the placement of any link or promotion with respect to GGPoker on any other website other than the Affiliate Website.

7.2. The Affiliate must not modify a Link or any GGPoker-branded content, unless the Affiliate has received prior written consent from the Company to do so. In the event that the Company determines that the Affiliate's use of any Link is not in material compliance with the terms of this Agreement, this will deemed to be a material breach of this Agreement entitling the Company to suspend use of the Link by the Affiliate or to terminate this Agreement.

7.3 Subject to the prior written approval of the Company, the Affiliate may promote the Site by means of publication of bonus codes (each a "Promotion" and collectively the "Promotions"), time to time and notified to the Affiliate. . The Affiliate will not be entitled to be paid any Commissions generated with respect to Real Money Players for any Promotion offered by the Affiliate that has not obtained the prior written approval of the Company. It is the responsibility of the Affiliate to ensure that it does not use or display any expired Link for a Promotion on any Affiliate Website(s).

8**. Prospects and Real Money Players**

8.1 The Company will assign a unique tracking code to the Affiliate and to each Prospect or Real Money Player.

8.2 Neither the Affiliate nor any Connected Person is eligible to become a Prospect or a Real Money Player and should either the Affiliate or any Connected Person purport to do so the Affiliate will not be eligible to receive the Commission with respect to such entities and an attempt shall be considered a fraudulent act against the Company.

8.3 The number of Prospects per individual household computer is strictly limited to one.

8.4. The Company shall make the number of the Affiliate's Real Money Players and the relevant Gross Revenue figures available to the Affiliate on a monthly basis through the Affiliate Information Site. It should be noted that the Affiliate Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. The data made available to Affiliates is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliate Information Site and the Company's records, the Company's records shall govern and the Company's calculation of the Real Money Players and Gross Revenue figures shall apply to the exclusion of any data provided by the Affiliate.

8.5 To permit accurate tracking, reporting and commission accrual, the Affiliate must ensure that the Links between the Affiliate Website(s) and the Site are properly formatted throughout the term of this Agreement.

9. Commissions

9.1. In consideration of the provision of affiliate activities by the Affiliate in accordance with, and subject to compliance by, the Affiliate with the terms and conditions of this Agreement, the Affiliate shall be entitled to be paid the Commission with respect to all Real Money Players introduced by the Affiliate. The Commission to which the Affiliate is entitled shall be determined in accordance with the appropriate Commission Scheme which shall be notified to the Affiliate by the Company. For any Commission Scheme containing a revenue share component, the Affiliate will receive the applicable percentage of Net Revenue (as defined in Appendix 1 to this Agreement).

9.2 The Commission Scheme may be modified by the Company from time to time. Any changes to the Commission Scheme shall be made available on the Affiliate Information Site and the Company will consult with respect to any such changes with the Affiliate in advance of such changes being implemented. Continued participation in the Affiliate Scheme by the Affiliate shall be deemed acceptance of the changes and modifications to the Commission Scheme.

9.3. A Real Money Player's contribution to the "rake" generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand *.

9.4. Notwithstanding the foregoing, the Company reserves the right to change the rake allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

9.5. The applicable portion as determined by the Company of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and tournaments set up at the Affiliate's request and agreed by the Company) shall be deemed to be the Tournament Overlay.

9.6. The Company shall be under no obligation to pay to the Affiliate the Commission under the Commission Scheme with respect to Real Money Players which were blocked or suspended by the Company for any reason (including for reasons of fraud or any failure to validate the end-user account). However, the Company may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

9.7. Subject to all other terms of this Agreement, all Commissions shall be paid to the Affiliate on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to the Affiliate as per the Affiliate’s preferred payment method and to the account detailed by the Affiliate as part of the application process (the "Payment Account"). It is the Affiliate’s responsibility to ensure that the details provided by it to the Company are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that the Affiliate provides the Company with incorrect or incomplete details or has failed to update its details and as a result the Commission is paid to an incorrect Payment Account, the Company shall no longer be liable to the Affiliate for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commissions to the Affiliate, the Company reserves the right to subtract from the Commissions due to the Affiliate an amount of money to reflect the required investigation and additional work created by the Affiliate having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect details of the Payment Account, this Agreement shall be terminated.

9.8. The Company will apply a negative balance carry-over policy (the "Carry Over Policy"). The Carry Over Policy consists of the following two rules: (i) in reaching the total Commission amount owed to the Affiliate in a calendar month the Company shall calculate all Commissions, both positive and negative, generated by Real Money Players via the Site; and (ii) in the event that at the conclusion of a calendar month the Commission generated by Real Money Players via the Site is a negative amount, the Company shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive Commission amounts generated or any other payment payable to the Affiliate by any entity in the Company's group or issue an invoice for such negative amount at our discretion.

9.9. The Company reserves the right to convert the Commission Scheme applicable to the Affiliate to a different Commission Scheme by which the Affiliate is being, has been, or will be paid at any time during the Term on written notice to the Affiliate. The Company will consult with the Affiliate before any conversion of the Commission Scheme applicable to the Affiliate to a

different Commission Scheme. Continued participation in the Affiliate Scheme will be deemed acceptance by the Affiliate of any such conversion.

9.10. The Company shall be entitled to set-off from the amount of Commission to be paid to the Affiliate any associated costs related to the transfer of such Commission.

9.11. If the Commission to be paid to the Affiliate in any calendar month is less than $1000 (the "Minimum Amount"), the Company shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

9.12. The Company reserves the right to reduce the Commission relating to the Site in the event that the Affiliate does not have any persons qualifying as Prospects on the Site or through the account associated with such Site, in three (3) consecutive calendar months.

9.13. The Company shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by the Company or any of its affiliated entities or commercial partners. In addition, the Company shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by the Affiliate in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

9.14. The Affiliate's account is solely for the benefit of the Affiliate. The Affiliate shall not allow any third party to use its account, password or identity to access or use the Affiliate Scheme and the Affiliate shall be fully responsible for any activities undertaken on the Affiliate's account by any third party. The Affiliate will not reveal the Affiliate's account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate shall inform the Company immediately if the Affiliate suspects that its account is being misused by a third party and/or any third party has access to the Affiliate's account username or password. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on the Affiliate's account by a third party or for any damages that may arise therefrom.

9.15. The Company reserves the right, at its sole discretion, to immediately cease all marketing efforts in certain jurisdictions and will not be liable to pay the Affiliate any Commissions which have accrued to the Affiliate's benefit that are attributable to such jurisdictions. The Company shall notify the Affiliate as soon as it is practicable to do so and in that event, the Affiliate shall also cease any and all marketing activities in that jurisdiction.

9.16. Inactive Affiliates' accounts and effects of suspension — Affiliate acknowledges and understands that upon successful onboarding of an Affiliate, Company will create an Affiliate's account on its affiliate management website, which shall be used to exchange information and track progress thereof.

9.17. Any Affiliate's account that has been inactive for a consecutive ninety (90) days, i.e. the account has not directed any first time depositors within the terms of this Agreement, will be deemed an "Inactive Account" by the Company.

9.18. Company reserves the right to suspend an Inactive Account in its sole discretion upon delivering a notice to the Affiliate. Company may also deliver a reminder notice after 14 days of suspending an Inactive Account.

9.19. As provided in s.9.11, an Affiliate shall only be entitled to withdraw from their Affiliate's account an amount equal to or greater than the Minimum Amount. Notwithstanding anything to the contrary in this Agreement, and regardless if the unclaimed amount is less than the Minimum Amount, any amount accrued in the Inactive Account upon suspension ("Unclaimed Amount") will remain withdrawable for a period of one (1) year from the date of suspension. Thereafter, Affiliate will not have any right to the Unclaimed Amount, and Company reserves the right in its sole discretion to take appropriate measures or actions to dispose off any Unclaimed Amount.

9.20. Affiliate acknowledges that the Company shall not be liable for any damages, loss of profits, or any other claims arising from the suspension of an Inactive Account.

9.21. Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

10. Intellectual Property

10.1. The Company grants to the Affiliate a limited, non-transferrable and non-sublicensable, non-exclusive, revocable licence to place the Links on the Affiliate Website(s) during the term of this Agreement, and, in connection with the Links only, to use the Licensed Materials.

10.2. The Affiliate is not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

10.3. The Affiliate may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, may not use the Licensed Materials without first submitting a sample of such proposed use to the Company and receiving the Company's prior written consent to such use.

10.4. The Affiliate is not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays the Company or its affiliates else negatively.

10.5. The Company and its affiliates reserve all of the intellectual property rights in the Licensed Materials. The Company may revoke the Affiliate's licence to use the Licensed Materials at any time by written notice to the Affiliate, whereupon the Affiliate shall immediately destroy or deliver up to the Company all such materials that are in the Affiliate's possession. The Affiliate acknowledges that, except for the licence in the Licensed Materials granted to the Affiliate in accordance with the terms of Clause 10.1 the Affiliate has not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or the activities of the Affiliate under this Agreement. The licence granted to the Affiliate shall immediately terminate upon the termination of this Agreement.

11. Obligations Regarding the Affiliate Website(s) and Marketing Materials

11.1 The Affiliate shall use all reasonable commercial efforts to market and promote the Site and the products and services available on the Site and shall prominently display the Link Pages on the Affiliate Website(s).

11.2 The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website(s) and for all materials that appear on it. In particular, but without limiting the generality of the foregoing, the Affiliate shall:

a) ensure the proper functioning and maintenance of the Affiliate Website(s) and all Link Pages to the Site;
b) not alter any content provided by the Company without the Company's consent which may be withheld in its absolute discretion;
c) ensure that all news, offers and promotions in relation to the Affiliate Website(s) are current and up to date.

11.3 The Affiliate must not (and must ensure that the Affiliate Website(s) must not):

a) advertise the Site in any way not approved in advance by the Company in writing
b) market or promote the Site or use any of the Licensed Materials on any website, software, application or portal which infringes upon the intellectual property rights of any third party;
c) market the Site in such a way that could be considered to compete with the Company's marketing of the Site including by means of the following activities: (i) the placement of Links on any Internet sites where the Company places advertisements for the Site; and (ii) the promotion of the Site by the Affiliate by way of keyword advertising with Internet search engines;
d) promote the Site by the Affiliate outside of the Territory; this will include the promotion of the Site to audiences in prohibited jurisdictions via social media channels, whether via paid marketing or organic marketing efforts; and
e) contain any content taken from the Site or any materials which are proprietary to the Company or its affiliates, except (i) with the Company's prior written permission, or (ii) the Links.

11.4 In relation to PPC and keyword bidding the Affiliate may not advertise (or make use in any search engine ads) or 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 or its affiliate's trademarks or trade names from time to time, which includes but is not limited to the "Affiliate Scheme", "GGPoker", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the Company's group (collectively the "Group Website"). In addition, the Affiliate shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by the Company from time to time or otherwise including, but not limited to, the words "All-In or Fold", "Rush & Cash", etc.

11.5. The Company reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If the Company determines at its sole discretion that such conduct is being practised, the Company may

withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time terminate this Agreement with immediate effect.

11.6 The Affiliate will be solely responsible for the technical operation of the Affiliate Website(s) and the accuracy and appropriateness of materials posted on the Affiliate Website(s).

11.7. The Affiliate Website(s) must not register a domain name that includes, incorporates or consists of the Company's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

11.8. On execution of this Agreement and as a continuing obligation throughout the Term, the Affiliate must inform the Company of any domain names that the Affiliate owns which are in breach of the provisions of Clause 11.7. If the Company becomes aware that the Affiliate has registered a domain name in breach of the provisions of Clause 11.7 it will be required to transfer the domain name to the Company or an entity nominated by the Company promptly and free of charge. The Affiliate's obligation to transfer domain names registered in breach of clause 11.7 extends to domain names registered prior to the date of this Agreement. Until the domain name has been transferred to the Company (or its nominee) the Affiliate must maintain the domain name registration and not allow it to lapse. The Affiliate may, in its sole discretion, withhold all Commission payments that may be due to the Affiliate until the domain name is transferred.

11.9. The Affiliate must not use any unsolicited or spam messages to promote the Site. In the event the Company receives a complaint that the Affiliate has been sending spam messages, the Company shall be permitted to provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint. The details which we may provide to the party making the complaint, include [the Affiliate's name, email address, bricks and mortar address and telephone number. Any continued activity in breach of the obligations of this Clause 11.9 shall be deemed to be a material breach of this Agreement entitling the Company to immediately terminate this Agreement.

11.10. The Affiliate must ensure that the Affiliate Website(s) and any related marketing materials or communications comply:

a) with all Applicable Laws, regulations, codes of conduct, rules, conditions and directives, do not contain any spyware, adware or other unwanted threats; and
b) with the Advertising Standards Authority (ASA), Committees of Advertising Practice (CAP), Broadcast Committee of Advertising Practice (BCAP) and British Gambling Commission guidelines with regard to marketing rules and regulation for gambling operators. In particular all advertising must be legal and not misleading and must not specifically and intentionally target towards people under the age of 18 through the selection of media, style of presentation, content or context in which they appear and must not breach any advertising codes of practice issued by the ASA, CAP, BCAP, the British Gambling Commission or any third party ("Advertising Codes"). The Company shall be entitled to immediately terminate this Agreement if the Affiliate is in breach of any Advertising Code.

11.11 The Affiliate must comply with all the following restrictions:

a) Age-Gated Games - the Affiliate Website(s) must not advertise any contents or links to casino games which target and/or pose a risk to the under-18s or contain contents which exploit the susceptibilities, aspirations, credulity, inexperience of young people and other vulnerable persons.
b) Coronavirus: the Affiliate Website(s) must not advertise content or provide links that promote or encourage gambling and/or playing poker during the ongoing COVID-19 pandemic. The Affiliate is specifically prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling is a feasible activity to pass time during the COVID-19 pandemic.
c) Life Changing Terms: the Affiliate Website(s) must not advertise content or links that will imply that gambling will change a player's life for the better or that gambling is a source of earning money quickly.
d) Responsible Gaming and 18+ content and links: the Affiliate Website(s) must contain signposting with a link to pages explaining about Safer Gambling e.g. a link to the begambleaware page https://www.begambleaware.org/. Additionally an 18+ warning must be displayed on all webpages of the affiliate website and make reference to terms and conditions applying to participation in promotions as made available by the Company to the Affiliate from time to time.
e) Self-exclusion Terms: the Affiliate Website(s) must not advertise content or links for the Site that target persons who have previously self-excluded either with the Company or on GAMSTOP by using terms such as "not blocked by GAMSTOP", "for self-excluded persons", "non GAMSTOP" etc. which would entice such vulnerable persons who have previously self-excluded to commence gambling again.
f) Time sensitive calls to action: the Affiliate Website(s) must not advertise or display content or links in such a way that may create an urgency amongst people by using terms such as "bet now", "urgent", "limited time offer", "hurry" etc. urging people to quickly act on an ad to be directed to our website;
g) The Affiliate must not carry out any direct marketing activities on behalf of the Company with respect to the Site or GGPoker; and
h) All marketing activities must be obviously identifiable as an advertisement and clearly marked as "#ad";

11.12 To the extent applicable the Affiliate must incorporate any key word black list issued by the Betting and Gaming Council or any other relevant industry body or regulator from time to time during the Term in all relevant marketing and promotion campaigns . It is the responsibility of the Affiliate to ensure it is informed in relation to the status of the publication of any keyword blacklist (and any amendments and updates thereto) during the Term.

11.13 The Company reserves the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate Website(s) and other web pages.

11.14 The Affiliate undertakes to immediately comply with all instructions and guidelines provided by the Company or published on the Affiliate Information Site in relation to the Affiliate's marketing and promotional activities in connection with the Site including, without limitation, any instruction received from the Company requesting the Affiliate to post on the Affiliate Website(s) information regarding new features and promotions on the Site.

11.15 If the Affiliate is in breach of any of the provisions of this Clause 11, the Company shall have the right to terminate this Agreement immediately on notice to the Affiliate and to retain for its own account any Commission accrued to the Affiliate's benefit as at the date of termination.

11.16. The Affiliate indemnifies and holds the Company, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of the Affiliate Website(s) or any materials, products or services linked to therein and any breach of the Affiliate's obligations in Clause 11.11. The Affiliate acknowledges that its conduct as an Affiliate has the potential to cause substantial damage to the Company's and the Site's reputation and goodwill, and the Affiliate undertakes that at all times it considers the goodwill and reputation of the Company in the provision of services and the marketing activities to be undertaken by the Affiliate.

12. USE OF PERSONAL INFORMATION

12.1 For the purposes of this Agreement, the terms "controller", "data subject", "personal data", "process", "processing" and "processor" shall each have the meaning given to them in the Data Protection Legislation.

12.2 The Affiliate represents, warrants and agrees that:

a) it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;
b) any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that the Company may have in respect of its own marketing;
c) all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;
d) it will not send any direct marketing to Prospects and Real Money Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where the Company has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded; and
e) it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

12.3 The Affiliate shall notify the Company immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 12.

12.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

12.5 The Affiliate shall notify the Company immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of direct marketing or the Affiliate's processing of any Prospects and Real Money Players' personal data.

12.6 The Affiliate hereby indemnifies the Company against all costs, claims, fines, group actions, damages and expenses incurred by the Company due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this clause 12 and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 12.

12.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by the Company for the following purposes:

a) to comply with relevant regulations regarding the Affiliate's registration with the Company, including verifying the information which the Affiliate provides to it;
b) to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;
c) to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and
d) for any other purpose which is necessary for the performance of the Company's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to the Company.

12.8 The Affiliate further acknowledges that its personal information as set out in clause 12.7 above may be disclosed by the Company to relevant third parties for such purposes, including (without limitation) to:

a) identity and/or age verification agencies, and/or credit checking agencies;
b) relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with the Company in respect of any such investigations of activities which it or any such third party may carry out.

13. Termination and effect of termination

13.1. Either party may terminate this Agreement at any time on written notice to the other.

13.2. If the Company terminates for the material breach of the Affiliate, it shall be entitled to retain any accrued Commission due to the Affiliate as at the date of termination. In all other instances of termination, the Company will calculate the final payment of Commission due to the Affiliate and will pay the Commission no later than 60 days after the date of termination (to allow sufficient time to properly calculate all sums due to the Affiliate). Following the termination of this Agreement and payment to the Affiliate of all Commissions due at such time of termination, no further payments of Commission shall be due to the Affiliate from the Company.

13.3. Upon the termination of this Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by the Company and/or provided by or on behalf of the Company to the Affiliate pursuant to this Agreement or in connection with the Affiliates Scheme.

14. Fraud/Anti-Bribery

14.1. Any incidence of Fraud on the part of the Affiliate constitutes a material breach of this Agreement. In case of such breach, the Company retains the right to terminate this Agreement immediately and the Affiliate shall not be entitled to receive any Commissions which have accrued to the Affiliate's benefit at such time in relation to the same whether such Commissions were generated through Fraud or otherwise. The Company also retains the right to set-off from future Commissions payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud. The Affiliate is urged to provide accurate details in regard to the manner and information relating to its preferred method of receiving Commissions and the Company shall not be held liable for the Affiliate's delayed receipt of Commissions due to the provision of inaccurate details.

14.2. For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by the Affiliate or a third party of bonus abuse on the part of the Real Money Players; (ii) a fraudulent chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account to play on the Site in breach of the terms of this Agreement; (v) the offering or providing by the Affiliate or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by the Affiliate or by a Real Money Player which is reasonably understood to have been committed in bad faith against the Company regardless of whether or not such action has resulted in any type of harm or damage to the Company.

14.3 The Company is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy "), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all Applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing the Affiliate's services under this Agreement, the Affiliate undertakes to comply with all Applicable Laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined in this Agreement) or otherwise.

14.4 The Affiliate must at all times comply with the Company's Anti-Bribery and Corruption Policy and a failure to do so shall be a material breach of this Agreement.

15. Variations

15.1 The Company may vary or modify any of the terms and conditions contained in this Agreement. It shall notify the Affiliate of any such variations by posting a notice of the change of terms on the Affiliate Information Site. The continued use by and participation on the Affiliates

Scheme by the Affiliate will be deemed to be acceptance of the variations. If the Affiliate does not accept the variations to the terms of this Agreement, it should terminate this Agreement and cease its participation in the Affiliates Scheme.

15.2. It is the responsibility of the Affiliate to ensure that it reviews the Affiliate Information Site on a regular basis to check whether any variations or modifications have been made to the terms of this Agreement.

16. Limitation of Liability

16.1. The Company shall not be liable to the Affiliate for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the Affiliate's participation in the Affiliates Scheme.

16.2 The aggregate liability of the Company arising with respect to this Agreement will not exceed the total Commissions paid or payable to the Affiliate under this Agreement.

16.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence.

17. Relationship of Parties

The Affiliate and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

18. Disclaimers

The Company makes no express or implied warranties or representations with respect to the Affiliates Scheme or the Affiliate Information Site (including without limitation and to the extent permitted by law warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, the Company makes no representation that the operation of the Site or the Affiliate Information Site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

19 Confidentiality

If the Company designates any information that it provides to the Affiliate as "Confidential" the Affiliate shall keep any such information strictly confidential and secret and shall not use it, directly or indirectly, for any purpose except as expressly authorised by the Company. The obligations under this Clause 19 shall not apply to the extent that any such information is generally known or available to the public or if the same is required by law or legal process.

20. Indemnification

The Affiliate indemnifies, and holds harmless the Company, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and

costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by the Affiliate or any representation or warranty made by the Affiliate; or (ii) any claim related to the Affiliate Website(s), or (iii) any claim related to the Affiliate's entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

21. Entire Agreement

The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

22. Independent Investigation

The Affiliate acknowledges that it has read this Agreement and has had an opportunity to consult with its own legal advisors. The Affiliate has independently evaluated the desirability of participating in the Affiliates Scheme and is not relying on any representation, guarantee or statement made by the Company or otherwise other than as set forth in this Agreement.

23. Miscellaneous

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

23.2. The Affiliate may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

23.3The Company's failure to enforce the strict performance by the Affiliate of any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such provision or any other provision of this Agreement.

23.4. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by an English court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

23.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

24. Language Discrepancies

In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

Appendix 1 - Commission Scheme

Commissions due to the Affiliate shall be calculated in accordance with the following principles.

Definitions

“**Gross Revenues**” means Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots),

"**Net Revenue**" means Gross Revenues less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees, and applicable fees attributable to social media) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

“**CPA Commission**” means a one-time payment for each Real Money player registered on GGPoker, subject to certain conditions as mentioned below.

“**Revenue Share Commission**” means the Affiliate’s total share of Net Revenues accrued per vertical during the previous calendar month, subject to certain conditions as mentioned below.

“**Flat Fees Commission**” means a fixed amount of commission for every month, subject to certain conditions as mentioned below.

The following are the Commission Structures for the payout of the Commission to the Affiliate effective from the Effective Date:

1. **CPA Commission** - A one-time, pre-determined fee shall be paid per new player in the previous calendar month, subject to the following conditions:
    a. The Real Money Player reaches the minimum deposit amount as indicated by NSUS; AND
    b. The Real Money Player generates the minimum Net Revenue, as indicated by NSUS.

    OR

2. **Revenue Share Commission** - A percentage of the Net Revenue generated by a Real Money Player referred to by the Affiliate during the term of the Commission Structure, as indicated by NSUS;

   OR

3. **Any hybrid set-up**, as may be communicated by NSUS**.**

Applicable: For Affiliates Operating in the Netherlands

“AFFILIATION AGREEMENT”

NSUS MALTA LIMITED

Introduction

The Company operates the website called www.ggpoker.nl (the “Site”) under an operating licence from the Kansspelautoriteit.

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between NSUS Malta Limited (the "Company" or “NSUS”), and you, regarding your participation as an affiliate (the "Affiliate") in the Company’s affiliates scheme (the "Affiliate Scheme").

1. Definitions and Interpretation

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

Affiliate Information Site	means the third-party portal called GGPartners Platform operated by NSUS for the purpose of monitoring and tracking the day to day activities of the Affiliate such as Commission due to the Affiliate, payment of Commissions, Affiliate customers, communication of important documents and other marketing activities by the Affiliate. The portal is also used for sharing and communicating important legal documents and agreements between NSUS and the Affiliate and any changes and amendments to any such agreements;
Affiliate Scheme	NSUS’ affiliate programme;
Affiliate Website	means the website and/or social media account operated by the Affiliate details of which have been provided to NSUS by the Affiliate;

Agreement	means this Agreement, the preamble and all the appendices, schedules and exhibits that may be attached hereto, as may be amended from time to time;
Applicable Laws	means applicable Dutch law, including (i) the Betting and Gambling Act; (ii) the Money Laundering and Terrorist Financing Act; (iii) the Sanctions Act 1977; (iv) the Implementing Act General Data Protection Regulation; (v) the Remote Gambling Decree; (vi) the Remote Gambling Regulation; (vii) the Decree on Recruitment, Advertising and Addiction Prevention; (viii) the Regulation on Recruitment, Advertising and Addiction Prevention; the Implementing Regulation on Games of Chance; (ix) any policy rules, interpretation notes and guidance published by the Regulatory Authority; and any other laws, statutes and regulations which are applicable to the Company or the Affiliate from time to time.
Code of Conduct	means the code of conduct that regulates how Affiliates may market the Site to Prospects and Real Money Players
Commission	means the commission payable to the Affiliate in accordance with the Commission Scheme
Commission Scheme	means the scheme which describes how commission that is due to Affiliates is calculated and paid by NSUS and which is available at the Affiliate Information Site
Connected Person	means a spouse, sibling, son, daughter or other close family member of the Affiliate (if the Affiliate is an individual) or a director, employee, agent (if the Affiliate is a company)
Consumer Protection Legislation	means the legislative and statutory requirements applicable to the conduct of arrangements with the Referred Customers and potential customers;
CPA	means cost per acquisition

Data Protection Legislation	means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, Regulation (EU) 2016/679 (the General Data Protection Regulation) (and any related national legislation), any equivalent, replacement or repealing legislation, and any codes of practice issued by a competent authority relating to the same at any time
GGPoker	means the product being offered by the Company which is advertised and promoted by the Affiliate;
Licensed Materials	means use the GGPoker brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links along with any other intellectual property inherent in any marketing material/promotional material that may be shared by Company to the Affiliate;
Links	means Affiliate banner advertisements, button links, text links and other content as determined by NSUS which will be associated with the Affiliate on NSUS's system, all of which shall relate and link specifically to the Site;
Policies	means the policies that NSUS has in place from time to time that are relevant to the Affiliate's operations including NSUS's Anti-Money Laundering Policy, Addiction Prevention Policy and Marketing and Advertising Policy;
Prospect	means a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by the Affiliate on the Affiliate Website(s) or otherwise distributed by the Affiliate in accordance with this Agreement, and successfully registers a new user account with the Site;

Real Money Player	is a Prospect who has: 1. Been promptly verified and approved in accordance with all applicable regulatory requirements, including but not limited to verification processes, exclusion list check, and any other mandatory requirements for successful account opening; 2. Made the required minimum deposit amount (if applicable); and 3. Met the minimum revenue requirement (if applicable);
Regulatory Authority	means the Kansspelautoriteit for Netherlands and/or any other regulator with authority over the operations of NSUS;
Territory	means solely the Netherlands.

1.2 The Recitals contained in the Preamble shall be taken into account in the interpretation and construction of this Agreement.

1.3 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.6 In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.

1.7 The appendices to this Agreement shall be deemed to be part of this Agreement.

2. Introductory Provisions

2.1 This Agreement’s validity is conditional on the good standing and sound reputation of the Affiliate. NSUS reserves the right to conduct due diligence at any time, and any finding

indicating lack of fitness and propriety or a potential breach of Applicable Law may result in the immediate termination of this Agreement.

2.2 NSUS may terminate this Agreement at any time if NSUS determines, in its sole discretion, that:

a) the Affiliate's marketing methods (including websites, emails, applications, all as indicated by the Affiliate) are not suitable for membership in the Affiliates Scheme for any reason, including, but not limited to, inclusion of content on the Affiliate Website(s) is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, including:
    i) sexually explicit, pornographic or obscene content (whether in text or graphics),
    ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise),
    iii) graphic violence,
    iv) politically sensitive or controversial issues, or
    v) any unlawful behaviour or conduct;

b) any of the Affiliate Website(s) are designed to appeal to minors, persons under twenty-four years old, or other vulnerable people as may be defined in NSUS's policies;

c) any of the Affiliate Websites are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware;

d) the Affiliate does not operate in such a way as to be in compliance with NSUS's Policies.

2.3 NSUS reserves the right to perform background checks on the Affiliate and to request any relevant documentation (in such format as specified) in connection with such checks. The documentation required by NSUS may include (but not be limited to):

a) for companies: certificate of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors);
b) for individuals: valid identification document, recent utility bill; letter of reference from the Affiliate's bank; copies of recent bank statements.

2.4 NSUS reserves the right to use third-party verification companies to assess the Affiliate's initial and continued suitability into the Scheme.

2.5 The Affiliate hereby represents and warrants to NSUS the following:

a) all the information provided by the Affiliate in relation to the application to be part of the Affiliate Scheme is complete, true and accurate;
b) entering into and being bound by the Agreement will not result in the Affiliate breaching any law or regulation applicable to the Affiliate;
c) the Affiliate has, and will have throughout the term of this Agreement, all approvals, permits and licences (which includes but is not limited to any approvals, permits and licences necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement;
d) it fully understands and accepts the contents of this Agreement;
e) (where the Affiliate is an individual) the Affiliate is an adult of at least 18 years of age.

2.6 NSUS may terminate the Affiliate's membership into the Affiliate Scheme at any time, in its sole discretion. The Company's decision is final and not subject to any appeal.

3. Term

3.1 The term of this Agreement (the "Term") will commence on the date on which both Parties have signed the Agreement and the Affiliate has been accepted into the Affiliate Scheme and will continue until terminated by either Party in accordance with the provisions of Clause 13.

4. Compliance with NSUS' Licensing Obligations, Applicable Laws and Policies

4.1 The Affiliate shall ensure it carries out the activities specified in this Agreement as if the Affiliate is bound by the same regulatory and licence conditions and subject to the same codes of practice as NSUS. The Affiliate shall provide such information to the NSUS as NSUS may reasonably require in order to enable NSUS to comply with its information reporting and other obligations to any applicable Regulatory Authorities. NSUS will terminate this Agreement immediately if, in NSUS's reasonable opinion, the Affiliate is in breach of its obligations set out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licensing obligations.

4.2 All activity undertaken by the Affiliate under this Agreement shall be subject to all applicable law in the Netherlands, as in force currently, and as may be updated from time to time including:

- the Betting and Gambling Act;
- the Remote Gambling Decree;
- the Remote Gambling Regulation;

- the Decree on Recruitment, Advertising and Addiction Prevention;
- the Regulation on Advertising and Prevention, the Regulation on Recruitment, Advertising and Addiction Prevention;
- the Remote Gambling Policy Rules;
- the Advertising Code for Social Media and Influencer Marketing;
- the Anti-Money Laundering and Anti-Terrorist Financing Act;
- the Sanctions Act of 1977; and
- the Decree on the non-targeted advertising of remote games of chance (Orca decree).

4.3 All activity undertaken by the Affiliate under this Agreement shall be subject to all internal policies of NSUS, including the Marketing and Advertising Policy and any other internal policies of NSUS. The Parties agree that the aforementioned policies shall be held in confidence, and any copies thereof shall be deleted and destroyed by the Affiliate following the termination of this Agreement.

4.4 For the avoidance of doubt, the Affiliate shall ensure that any activities undertaken under this Agreement:

4.4.1 Shall take all available measures to restrict persons of twenty-four years of age and under from viewing the content (including on any social media platforms), and shall not be aimed or targeted towards vulnerable persons which shall include the following;

- persons under the age of 18 (“minors” or “children”);
- persons aged between 18 - 24 years (“young adults”);
- persons with an intellectual disability;
- persons who are not competent to act in their own capacity and who are registered as being under administration;
- persons with a past or current gambling addiction;
- persons who display characteristics of high-risk gaming behaviour; and
- persons who have excluded themselves from the services of NSUS through:
    - a self-exclusion on the NSUS website;
    - an exclusion via CRUKS; and
    - an exclusion imposed by a third party, such as NSUS itself, the Kansspelautoriteit, or a competent court of law.

4.4.2 Shall ensure that any content or activity is socially responsible:

4.4.2.1 It does not exploit children or other vulnerable persons;

4.4.2.2. It is not aimed at, or include persons aged between zero to twenty-four, persons with an intellectual disability, persons with a past or current gambling addiction, persons who display characteristic of high-risk

gaming behaviour, or players who are excluded from gambling or other vulnerable persons as defined hereabove;

4.4.3. Shall ensure that any promotions and marketing is not misleading, does not omit important information, or misrepresents the offer, but is otherwise clear and accurate;

4.4.4. Shall refrain from excessive advertising, or from advertising other gambling offers which are illegal in the Netherlands, as applicable;

4.4.5. Shall not misrepresent the nature of the games, or the chances of winning, and the element of chance, and shall not indicate that winnings guaranteed;

4.4.6. Shall clearly indicate that the minimum age of participating is over eighteen years, and a message to clearly discourage excessive participation;

4.4.7. If applicable, shall clearly indicate all of the details of a bonus, including all of the conditions and the prerequisites for winnings in a format that is appropriate, clear and easy to understand;

4.4.8. Shall ensure that any content is not intrusive or aggressive, and does not rush players into making a decision to gamble;

4.4.9. Shall ensure that any content does NOT:

4.4.9.1. Promote excessive participation;

4.4.9.2. Incite impulsive decisions or create a sense of urgency, and avoid messages like ‘today only’, ‘early bird’ or temporary discount promotions;

4.4.9.3. Suggest financial gain, increased social acceptance or happiness as a result of gambling;

4.4.9.4. Suggest that gambling can enhance personal qualities, improve self-image or self-esteem, or provide an escape from personal, professional or educational problems such as loneliness and depression;

4.4.9.5. Suggest that gambling is a solution for financial concerns, debts, profit claims, or personal problems, or promote gambling as a

lifestyle or be an alternative to employment or a way of achieving financial security;

4.4.9.6. Suggest that gambling is indispensable or takes priority in life;

4.4.9.7. Link gambling to seduction, sexual success or enhanced attractiveness;

4.4.9.8. Portray gambling in the context of toughness, resilience or recklessness, or suggest that it is a rite of passage;

4.4.9.9. Suggest that solitary gambling is preferable to social gambling;

4.4.9.10. Exploit cultural beliefs or traditions about gambling or luck, such as linking horoscopes;

4.4.9.11. Condone or encourage criminal or anti-social behaviour, or feature gambling in a work environment;

4.4.9.12. Associate gambling content with content likely to appeal to minors or other vulnerable persons, including:

- animated characters;
- characters based on common fairy tales;
- characters with exaggerated features that create a strong resemblance to characters from cartoons or films that are targeted towards minors, children or other vulnerable persons;
- licensed characters from film, television, literature or videogames that are targeted in large part towards minors, young adults or other vulnerable persons;
- themes that are child-like, and content associated with youth culture;
- Sports people and celebrities that are, or appear to be under twenty-five, or persons older than twenty-five who have a significant profile amount minors, young adults or other vulnerable persons;
- Avoid a humour style that is likely to have particular salience to minors, young adults or other vulnerable persons, such as slapstick or juvenile humour, or humour that relates to conditions relating to gambling-related harm;
- Addiction-related content, such as linking it to other addictive tendencies such as smoking, alcohol abuse or drug abuse, or use imagery or sentences which encourage persons to chase their

losses or to indicate that they might change their life through gambling.

4.4.9.13. Trivialise the consequences of excessive participation in gambling;

4.4.9.14. Create the impression that the player has already won or will definitely win;

4.4.9.15. Create the impression that by performing certain actions, the player is guaranteed to win;

4.4.9.16. Place unrealistic or unclear conditions for participation;

4.4.9.17. Present an unrealistic or incorrect picture of the service or games;

4.4.9.18. Create a false impression that the player can exercise influence on the outcome of a game of chance

4.4.9.19. Create the false impression that players can improve their winnings by taking part in training or education; and

4.4.9.20. Create a false impression that the advertising has been approved by the regulator;

4.4.10. Shall not offer users any benefits or promotions which are unrelated to gambling, in exchange for participation in gambling.

4.4.11. Shall not promote violence, the use of drugs, openly support a religious cause, or a lifestyle to live solely on poker earnings; and

4.4.12. Shall ensure that all adverts shall carry:

4.4.12.1 Social responsibility messaging, where practical to do so, as indicated by NSUS; and

4.4.12.2 18+ symbol or messaging.

4.5 The Affiliate shall have in place rules and policies for protecting and preventing play by minors and vulnerable persons, including the promotion of the responsibility of parents to restrict access to gambling sites from devices used by minors whether these are accessed personally or with others.

4.6 NSUS will make the Links available to the Affiliate. The Affiliate may display the Links on the Affiliate Website(s), subject to strict compliance by the Affiliate with the provisions of this Agreement. In using the Links, the Affiliate will cooperate fully with NSUS in order to establish and maintain the Links. The Affiliate is prohibited from the placement of any link or promotion with respect to GGPoker on any other website other than the Affiliate Website.

4.7 The Affiliate must not modify a Link or any GGPoker-branded content, unless the Affiliate has received prior written consent from NSUS to do so. In the event that NSUS determines that the Affiliate's use of any Link is not in material compliance with the terms of this Agreement, this will deemed to be a material breach of this Agreement entitling NSUS to suspend use of the Link by the Affiliate or to terminate this Agreement.

4.8 Subject to the prior written approval of NSUS, the Affiliate may promote the Site by means of the publication of bonus codes (each a "Promotion" and collectively the "Promotions"), as may be made available to the Affiliate from time to time by NSUS. The Affiliate will not be entitled to be paid any Commissions generated with respect to Real Money Players for any Promotion offered by the Affiliate that has not obtained the prior written approval of NSUS. It is the responsibility of the Affiliate to ensure that it does not use or display any expired Link for a Promotion on any Affiliate Website(s).

4.9 The Affiliate shall cooperate and communicate with any person assigned by NSUS in an efficient manner, and shall be receptive to guidance, feedback or direction from NSUS.

4.10 The Affiliate shall endeavour not to do any act during or after the Term which, in the opinion of NSUS, is prejudicial to the image of NSUS or any of its brands and products.

4.11 The Affiliate shall be fully responsible for its obligations to file tax reports and pay any taxes due.

4.12 The Affiliate warrants that in performing its obligations under this Agreement, it shall not breach any third party intellectual property rights.

4.13 The Partner represents and warrants that there is no legal, commercial, contractual or other restriction, which precludes or might preclude it from fully performing its obligations pursuant to this Agreement.

4.14 The Affiliate shall at all times act with the utmost good faith towards NSUS.

4.15 The Affiliate shall provide any information requested by NSUS, which is required to be disclosed to any competent authority, which information shall be provided to NSUS immediately and without delay.

4.16 The Affiliate shall cooperate with any Regulatory Authority investigating any matter relating to this Agreement.

4.17. The Affiliate shall be receptive to any demand by NSUS to change any material as may be required for NSUS and the Affiliate to remain compliant with the applicable law, and NSUS' Policies.

4.18. The Affiliate shall design the Affiliate Site/s to ensure that:

4.18.1 Any person accessing the Affiliate Website is provided with an opportunity to indicate whether or not they are willing to see gambling advertising when accessing the Affiliate Website, and if the person rejects gambling advertisements, the Affiliate must ensure that the person is either prohibited from entering into the Affiliate Website, or is otherwise shown a version of the Affiliate Website which does not include gambling advertising;

4.18.2 Any person accessing the Affiliate Website shall be asked to confirm their age. The Affiliate shall use all available methods to prevent children, young adults and other vulnerable persons from accessing the Affiliate Website, or if such categories of persons are allowed to access the Affiliate Website, no gambling advertising is shown; and

4.18.3 The Affiliate is able to demonstrate, using the best available techniques, that at least 95% of the persons reached by the Affiliate's recruiting or advertising activity are above the age of 24, and proof of such demographics shall be made readily available to NSUS upon request.

5. Prospects and Real Money Players

5.1 NSUS will assign a unique tracking code to the Affiliate and to each Prospect or Real Money Player.

5.2 Neither the Affiliate nor any Connected Person is eligible to become a Prospect or a Real Money Player and should either the Affiliate or any Connected Person purport to do so the Affiliate will not be eligible to receive the Commission with respect to such entities and an attempt shall be considered a fraudulent act against NSUS.

5.3 The number of Prospects per individual household computer is strictly limited to one.

5.4. NSUS shall make the number of the Affiliate's Real Money Players and the relevant Gross Revenue figures available to the Affiliate on a monthly basis through the Affiliate Information Site. It should be noted that the Affiliate Information Site is intended for informational

purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. The data made available to Affiliates is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliate Information Site and NSUS's records, the NSUS's records shall govern and the NSUS's calculation of the Real Money Players and Gross Revenue figures shall apply to the exclusion of any data provided by the Affiliate.

5.5 To permit accurate tracking, reporting and commission accrual, the Affiliate must ensure that the Links between the Affiliate Website(s) and the Site are properly formatted throughout the term of this Agreement.

6. Commissions

6.1 In consideration of the provision of affiliate activities by the Affiliate in accordance with, and subject to compliance by, the Affiliate with the provisions of this Agreement, the Affiliate shall be entitled to be paid the Commission with respect to all Real Money Players introduced by the Affiliate. The Commission to which the Affiliate is entitled shall be determined in accordance with the appropriate Commission Scheme which shall be notified to the Affiliate by NSUS. For any Commission Scheme containing a revenue share component, the Affiliate will receive the applicable percentage of Net Revenue (as defined in Appendix 1 to these Terms).

6.2 The Commission Scheme may be modified by NSUS from time to time. Any changes to the Commission Scheme shall be made available on the Affiliate Information Site and NSUS will consult with respect to any such changes with the Affiliate in advance of such changes being implemented. Continued participation in the Affiliate Scheme by the Affiliate shall be deemed acceptance of the changes and modifications to the Commission Scheme. In the case of discrepancy between the Commission Scheme available on the Affiliate Information Site, and the information held internally by NSUS, the latter shall prevail.

6.3 A Real Money Player's contribution to the “rake” generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand.

6.4. Notwithstanding the foregoing, NSUS reserves the right to change the rake allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

6.5 The applicable portion as determined by NSUS of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and

tournaments set up at the Affiliate's request and agreed by NSUS) shall be deemed to be the Tournament Overlay.

6.6 NSUS shall be under no obligation to pay to the Affiliate the Commission under the Commission Scheme with respect to Real Money Players which were blocked or suspended by NSUS for any reason (including for reasons of fraud or any failure to validate the end-user account). However, NSUS may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

6.7 Subject to all other terms of this Agreement, all Commissions shall be paid to the Affiliate on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to the Affiliate as per the Affiliate's preferred payment method and to the account detailed by the Affiliate as part of the application process (the "Payment Account"). It is the Affiliate's responsibility to ensure that the details provided by it to NSUS are both accurate and complete and NSUS will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that the Affiliate provides the Company with incorrect or incomplete details or has failed to update its details and as a result the Commission is paid to an incorrect Payment Account, NSUS shall no longer be liable to the Affiliate for any such Commission. Without derogating from the foregoing, if NSUS is not able to transfer the Commissions to the Affiliate, NSUS reserves the right to subtract from the Commissions due to the Affiliate an amount of money to reflect the required investigation and additional work created by the Affiliate having provided incorrect or incomplete details. Should NSUS not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect details of the Payment Account, this Agreement shall be terminated.

6.8 NSUS will apply a negative balance carry-over policy (the "Carry Over Policy"). The Carry Over Policy consists of the following two rules:

(i) in reaching the total Commission amount owed to the Affiliate in a calendar month NSUS shall calculate all Commissions, both positive and negative, generated by Real Money Players via the Site; and

(ii) in the event that at the conclusion of a calendar month the Commission generated by Real Money Players via the Site is a negative amount, NSUS shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive Commission amounts generated or any other payment payable to the Affiliate by any entity in NSUS's group or issue an invoice for such negative amount at our discretion.

6.9 NSUS reserves the right to convert the Commission Scheme applicable to the Affiliate to a different Commission Scheme by which the Affiliate is being, has been, or will be paid at any

time during the Term on written notice to the Affiliate. NSUS will consult with the Affiliate before any conversion of the Commission Scheme applicable to the Affiliate to a different Commission Scheme. Continued participation in the Affiliate Scheme will be deemed acceptance by the Affiliate of any such conversion.

6.10 NSUS shall be entitled to set-off from the amount of Commission to be paid to the Affiliate any associated costs related to the transfer of such Commission.

6.11 If the Commission to be paid to the Affiliate in any calendar month is less than $1000 (the "Minimum Amount"), NSUS shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

6.12 NSUS reserves the right to reduce the Commission relating to the Site in the event that the Affiliate does not have any persons qualifying as Prospects on the Site or through the account associated with such Site, in three (3) consecutive calendar months.

6.13 NSUS shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by NSUS or any of its affiliated entities or commercial partners. In addition, NSUS shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by the Affiliate in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

6.14 The Affiliate's account is solely for the benefit of the Affiliate. The Affiliate shall not allow any third party to use its account, password or identity to access or use the Affiliate Scheme and the Affiliate shall be fully responsible for any activities undertaken on the Affiliate's account by any third party. The Affiliate will not reveal the Affiliate's account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate shall inform NSUS immediately if the Affiliate suspects that its account is being misused by a third party and/or any third party has access to the Affiliate's account username or password. For the avoidance of any doubt, NSUS shall not be liable for any activities undertaken on the Affiliate's account by a third party or for any damages that may arise therefrom.

6.15 NSUS reserves the right, at its sole discretion, to immediately cease all marketing and/or affiliate marketing efforts in the Netherlands, and will not be liable to pay the Affiliate any Commissions which have accrued to the Affiliate's benefit that are attributable to such territory. NSUS shall notify the Affiliate as soon as it is practicable to do so and in that event, the Affiliate shall also cease any and all marketing activities in that jurisdiction.

6.16 Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

7. Intellectual Property

7.1 NSUS grants to the Affiliate a limited, non-transferrable and non-sublicensable, non-exclusive, revocable licence to place the Links on the Affiliate Website(s) during the term of this Agreement, and, in connection with the Links only, to use the Licensed Materials.

7.2 The Affiliate is not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

7.3 The Affiliate may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, may not use the Licensed Materials without first submitting a sample of such proposed use toNSUS and receiving NSUS's prior written consent to such use.

7.4 The Affiliate is not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays NSUS or its affiliates negatively.

7.5 NSUS and its affiliates reserve all of the intellectual property rights in the Licensed Materials. NSUS may revoke the Affiliate's licence to use the Licensed Materials at any time by written notice to the Affiliate, whereupon the Affiliate shall immediately destroy or deliver up to NSUS all such materials that are in the Affiliate's possession. The Affiliate acknowledges that, except for the licence in the Licensed Materials granted to the Affiliate in accordance with the terms of Clause 10.1 the Affiliate has not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or the activities of the Affiliate under this Agreement. The licence granted to the Affiliate shall immediately terminate upon the termination of this Agreement.

8. Obligations Regarding the Affiliate Website(s) and Marketing Materials

8.1 The Affiliate shall use all reasonable commercial efforts to market and promote the Site and the products and services available on the Site and shall prominently display the Link Pages on the Affiliate Website(s).

8.2 The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website(s) and for all materials that appear on it. In particular, but without limiting the generality of the foregoing, the Affiliate shall:

1. ensure the proper functioning and maintenance of the Affiliate Website(s) and all Link Pages to the Site;
2. not alter any content provided by NSUS without NSUS's consent which may be withheld in its absolute discretion;
3. ensure that all news, offers and promotions in relation to the Affiliate Website(s) are current and up to date.

8.3 The Affiliate must not (and must ensure that the Affiliate Website(s) must not):

1. advertise the Site in any way not approved in advance by NSUS in writing;
2. market or promote the Site or use any of the Licensed Materials on any website, software, application or portal which infringes upon the intellectual property rights of any third party;
3. market the Site in such a way that could be considered to compete with NSUS's marketing of the Site including by means of the following activities: (i) the placement of Links on any Internet sites where the Company places advertisements for the Site; and (ii) the promotion of the Site by the Affiliate by way of keyword advertising with Internet search engines;
4. promote the Site by the Affiliate outside of the Netherlands (unless otherwise authorised by NSUS); this will include the promotion of the Site to audiences in prohibited jurisdictions whether via paid marketing or organic marketing efforts; and
5. contain any content taken from the Site or any materials which are proprietary to NSUS or its affiliates, except (i) with the Company's prior written permission, or (ii) the Links.

8.4 In relation to PPC and keyword bidding the Affiliate may not advertise (or make use in any search engine ads) or 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 NSUS's or its affiliate's trademarks or trade names from time to time, which includes but is not limited to the "Affiliate Scheme", "GGPoker", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the NSUS's group (collectively the "Group Website"). In addition, the Affiliate shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by NSUS from time to time or otherwise including, but not limited to, the words "All-In or Fold", "Rush & Cash", etc.

8.5 NSUS reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If NSUS determines at its sole discretion that such conduct is being practised, NSUS may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time terminate this Agreement with immediate effect.

8.6 The Affiliate will be solely responsible for the technical operation of the Affiliate Website(s) and the accuracy and appropriateness of materials posted on the Affiliate Website(s).

8.7 The Affiliate Website(s) must not register a domain name that includes, incorporates or consists of NSUS's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

8.8 On execution of this Agreement and as a continuing obligation throughout the Term, the Affiliate must inform NSUS of any domain names that the Affiliate owns which are in breach of the provisions of Clause 8.7. If NSUS becomes aware that the Affiliate has registered a domain name in breach of the provisions of Clause 8.7 it will be required to transfer the domain name to NSUS or an entity nominated by NSUS promptly and free of charge. The Affiliate's obligation to transfer domain names registered in breach of clause 8.7 extends to domain names registered prior to the date of this Agreement. Until the domain name has been transferred to NSUS (or its nominee) the Affiliate must maintain the domain name registration and not allow it to lapse. NSUS may, in its sole discretion, withhold all Commission payments that may be due to the Affiliate until the domain name is transferred.

8.9 The Affiliate must not use any unsolicited or spam messages to promote the Site. In the event NSUS receives a complaint that the Affiliate has been sending spam messages, NSUS shall be permitted to provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint. The details which we may provide to the party making the complaint, include the Affiliate's name, email address, bricks and mortar address and telephone number. Any continued activity in breach of the obligations of this Clause 8.9 shall be deemed to be a material breach of this Agreement entitling NSUS to immediately terminate this Agreement.

8.10 The Affiliate must ensure that the Affiliate Website(s) and any related marketing materials or communications comply:

1. with all Applicable Laws, regulations, codes of conduct, rules, conditions and directives applicable in the Netherlands; and
2. with the the Policies of NSUS, and any other industry standards and codes of practice which NSUS adheres to; and

3. With any directions provided by NSUS, including but not limited to any directions to avoid undesirable or socially irresponsible material, any spyware, adware or other unwanted threats, or any other gambling activity targeted towards Dutch customers but which is not duly licensed by the Regulatory Authorities;

NSUS shall be entitled to immediately terminate this Agreement if the Affiliate is in breach of any part of this Clause 8.10.

8.11 The Affiliate must comply with all the following restrictions:

1. Age-Gated Games - the Affiliate Website(s) must not advertise any contents or links to games which target and/or pose a risk to the under-24s or contain contents which exploit the susceptibilities, aspirations, credulity, inexperience of young people and other vulnerable persons.
2. Coronavirus: the Affiliate Website(s) must not advertise content or provide links that promote or encourage gambling and/or playing poker during the ongoing COVID-19 pandemic. The Affiliate is specifically prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling is a feasible activity to pass time during the COVID-19 pandemic.
3. The restrictions contained in Clause 4 of this Agreement.
4. Time sensitive calls to action: the Affiliate Website(s) must not advertise or display content or links in such a way that may create an urgency amongst people by using terms such as “bet now”, “urgent”, “limited time offer”, “hurry” etc. urging people to quickly act on an ad to be directed to our website;
5. The Affiliate must not carry out any direct marketing activities on behalf of NSUS with respect to the Site or GGPoker; and
6. All marketing activities must be obviously identifiable as an advertisement and clearly marked as “#ad”;

8.12 To the extent applicable the Affiliate must incorporate any key word black list indicated by NSUS, the Regulatory Authorities or any other relevant industry body or regulator from time to time during the Term in all relevant marketing and promotion campaigns. It is the responsibility of the Affiliate to ensure it is informed in relation to the status of the publication of any keyword blacklist (and any amendments and updates thereto) during the Term.

8.13 NSUS reserves the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate Website(s) and other web pages.

8.14 The Affiliate undertakes to immediately comply with all instructions and guidelines provided by NSUS or published on the Affiliate Information Site in relation to the Affiliate’s marketing and promotional activities in connection with the Site including, without limitation, any

instruction received from NSUS requesting the Affiliate to post on the Affiliate Website(s) information regarding new features and promotions on the Site.

8.15 If the Affiliate is in breach of any of the provisions of this Clause 8, NSUS shall have the right to terminate this Agreement immediately on notice to the Affiliate and to retain for its own account any Commission accrued to the Affiliate's benefit as at the date of termination.

8.16 The Affiliate indemnifies and holds NSUS, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of the Affiliate Website(s) or any materials, products or services linked to therein and any breach of the Affiliate's obligations in Clause 8.11. The Affiliate acknowledges that its conduct as an Affiliate has the potential to cause substantial damage to NSUS's and the Site's reputation and goodwill, and the Affiliate undertakes that at all times it considers the goodwill and reputation of NSUS in the provision of services and the marketing activities to be undertaken by the Affiliate.

9. Use of Personal Information

9.1 For the purposes of this Agreement, the terms "controller", "data subject", "personal data", "process", "processing" and "processor" shall each have the meaning given to them in the Data Protection Legislation.

9.2. The Affiliate represents, warrants and agrees that:

9.2.1 it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;

9.2.2 any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that NSUS may have in respect of its own marketing;

9.2.3 all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;

9.2.4 Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded, and it will not send any direct marketing to Prospects and Real Money Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where NSUS has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) where a

player has self excluded either with NSUS or CRUKS; or (iv) who are under twenty-four years of age, or are vulnerable; and

9.2.5 it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

9.3 The Affiliate shall notify NSUS immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 9.

9.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

9.5 The Affiliate shall notify NSUS immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of affiliate marketing, direct marketing or the Affiliate's processing of any Prospects and Real Money Players' personal data.

9.6 The Affiliate hereby indemnifies NSUS against all costs, claims, fines, group actions, damages and expenses incurred by NSUS due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this Agreement and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 9.

9.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by NSUS for the following purposes:

9.7.1 to comply with relevant regulations regarding the Affiliate's registration with NSUS, including verifying the information which the Affiliate provides to it;

9.7.2 to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;

9.7.3 to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and

9.7.4 for any other purpose which is necessary for the performance of NSUS's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to NSUS.

9.8 The Affiliate further acknowledges that its personal information as set out in clause 9.7 above may be disclosed by NSUS to relevant third parties for such purposes, including (without limitation) to:

9.8.1 identity and/or age verification agencies, and/or credit checking agencies;

9.8.2 relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with NSUS in respect of any such investigations of activities which it or any such third party may carry out;

9.8.3 other companies within the same group of companies as NSUS.

10 Termination and effect of termination

10.1 Either Party may terminate this Agreement at any time on written notice to the other.

10.2 If NSUS terminates for the material breach of the Affiliate, it shall be entitled to retain any accrued Commission due to the Affiliate as at the date of termination. In all other instances of termination, NSUS will calculate the final payment of Commission due to the Affiliate and will pay the Commission no later than 60 days after the date of termination (to allow sufficient time to properly calculate all sums due to the Affiliate). Following the termination of this Agreement and payment to the Affiliate of all Commissions due at such time of termination, no further payments of Commission shall be due to the Affiliate from NSUS.

10.3 Upon the termination of this Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by NSUS and/or provided by or on behalf of NSUS to the Affiliate pursuant to this Agreement or in connection with the Affiliates Scheme.

11. Fraud/Anti-Bribery

11.1 Any incidence of Fraud on the part of the Affiliate constitutes a material breach of this Agreement. In case of such breach, NSUS retains the right to terminate this Agreement immediately and the Affiliate shall not be entitled to receive any Commissions which have accrued to the Affiliate's benefit at such time in relation to the same whether such Commissions

were generated through Fraud or otherwise. NSUS also retains the right to set-off from future Commissions payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud. The Affiliate is urged to provide accurate details in regard to the manner and information relating to its preferred method of receiving Commissions and NSUS shall not be held liable for the Affiliate's delayed receipt of Commissions due to the provision of inaccurate details.

11.2 For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by the Affiliate or a third party of bonus abuse on the part of the Real Money Players; (ii) a fraudulent chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account to play on the Site in breach of the terms of this Agreement; (v) the offering or providing by the Affiliate or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by the Affiliate or by a Real Money Player which is reasonably understood to have been committed in bad faith against NSUS regardless of whether or not such action has resulted in any type of harm or damage to NSUS.

11.3 NSUS is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy"), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all Applicable Laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing the Affiliate's services under this Agreement, the Affiliate undertakes to comply with all Applicable Laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined in this Agreement) or otherwise.

11.4 The Affiliate must at all times comply with the Company's Anti-Bribery and Corruption Policy and a failure to do so shall be a material breach of this Agreement.

12. Variations

12.1 NSUS may vary or modify any of the provisions contained in this Agreement. It shall notify the Affiliate of any such variations by posting a notice of the change of terms on the Affiliate Information Site. The continued use by and participation on the Affiliates Scheme by the Affiliate will be deemed to be acceptance of the variations. If the Affiliate does not accept the variations to the terms of this Agreement, it should terminate this Agreement and cease its participation in the Affiliates Scheme.

12.2 It is the responsibility of the Affiliate to ensure that it reviews the Affiliate Information Site on a regular basis to check whether any variations or modifications have been made to the terms of this Agreement.

13. Limitation of Liability

13.1 NSUS shall not be liable to the Affiliate for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the Affiliate's participation in the Affiliates Scheme.

13.2 The aggregate liability of NSUS arising with respect to this Agreement will not exceed the total Commissions paid or payable to the Affiliate under this Agreement.

13.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence.

14. Relationship of Parties

14.1 The Affiliate and NSUS are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

15. Disclaimers

15.1 NSUS makes no express or implied warranties or representations with respect to the Affiliates Scheme or the Affiliate Information Site (including without limitation and to the extent permitted by law warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, NSUS makes no representation that the operation of the Site or the Affiliate Information Site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

16. Confidentiality

16.1 If NSUS designates any information that it provides to the Affiliate as "Confidential" the Affiliate shall keep any such information strictly confidential and secret and shall not use it, directly or indirectly, for any purpose except as expressly authorised by NSUS. The obligations under this Clause 16 shall not apply to the extent that any such information is generally known or available to the public or if the same is required by law or legal process. This contents of this Agreement shall be deemed Confidential, unless otherwise made public by NSUS.

17. Indemnification

The Affiliate indemnifies, and holds harmless NSUS, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses (including loss of future revenue), liabilities, damages, expenses, fines, penalties (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by the Affiliate or any representation or warranty made by the Affiliate; or (ii) any claim related to the Affiliate Website(s), or (iii) any claim related to the Affiliate's entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

18. Entire Agreement

The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

19. Independent Investigation

The Affiliate acknowledges that it has read this Agreement and has had an opportunity to consult with its own legal advisors. The Affiliate has independently evaluated the desirability of participating in the Affiliates Scheme and is not relying on any representation, guarantee or statement made by NSUS or otherwise other than as set forth in this Agreement.

20. Miscellaneous

20.1 Without prejudice to the applicability of Dutch Applicable Law, this Agreement and any matters relating hereto shall be governed by, and construed in accordance, with the laws of Malta. The courts of Malta will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

20.2 The Affiliate may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

20.3 NSUS's failure to enforce the strict performance by the Affiliate of any provision of this Agreement will not constitute a waiver of NSUS's right to subsequently enforce such provision or any other provision of this Agreement.

20.4 Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a Maltese court, will be amended to the extent required to render

it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

20.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

21. Language Discrepancies

21.1 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

Appendix 1 - Commission Scheme

Commissions due to the Affiliate shall be calculated in accordance with the following principles.

Definitions

"**Gross Revenues**" means Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots),

"**Net Revenue**" means Gross Revenues less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees, and applicable fees attributable to social media) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

"**CPA Commission**" means a one-time payment for each Real Money player registered on GGPoker, subject to certain conditions as mentioned below.

"**Revenue Share Commission**" means the Affiliate's total share of Net Revenues accrued per vertical during the previous calendar month, subject to certain conditions as mentioned below.

"**Flat Fees Commission**" means a fixed amount of commission for every month, subject to certain conditions as mentioned below.

The following are the Commission Structures for the payout of the Commission to the Affiliate effective from the Effective Date:

4. **CPA Commission** - A one-time, pre-determined fee shall be paid per new player in the previous calendar month, subject to the following conditions:
    a. The Real Money Player reaches the minimum deposit amount as indicated by NSUS; AND
    b. The Real Money Player generates the minimum Net Revenue, as indicated by NSUS.

    OR

5. **Revenue Share Commission** - A percentage of the Net Revenue generated by a Real Money Player referred to by the Affiliate during the term of the Commission Structure, as indicated by NSUS;

    OR

6. **Any hybrid set-up**, as may be communicated by NSUS**.**

Applicable: For Affiliates Operating in Germany

“AFFILIATION AGREEMENT”

NSUS MALTA LIMITED

Introduction

The Company operates the website called www.ggpoker.de (the “Site”) under an operating licence from the Gemeinsame Glücksspielbehörde der Länder.

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between NSUS Malta Limited (the "Company" or “NSUS”), and you, regarding your participation as an affiliate (the "Affiliate") in the Company’s affiliates scheme (the "Affiliate Scheme").

1. Definitions and Interpretation

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

Affiliate Information Site	means the third-party portal called GGPartners Platform operated by NSUS for the purpose of monitoring and tracking the day to day activities of the Affiliate such as Commission due to the Affiliate, payment of Commissions, Affiliate customers, communication of important documents and other marketing activities by the Affiliate. The portal is also used for sharing and communicating important legal documents and agreements between NSUS and the Affiliate and any changes and amendments to any such agreements;
Affiliate Scheme	NSUS’ affiliate programme;
Affiliate Website	means the website and/or social media account operated by the Affiliate details of which have been provided to NSUS by the Affiliate;

Agreement	means this Agreement, the preamble and all the appendices, schedules and exhibits that may be attached hereto, as may be amended from time to time;
Applicable Laws	means applicable German law, including (i) State Treaty on Gambling 2021 - GlüStV 2021; (ii) the Money Laundering Act (GwG); (iii) the licence conditions imposed on NSUS; (iv) the Federal Data Protection Act; and any other policy rules, interpretation notes and guidance published by the Regulatory Authority; and any other laws, statutes and regulations which are applicable to the Company or the Affiliate from time to time.
Code of Conduct	means the code of conduct that regulates how Affiliates may market the Site to Prospects and Real Money Players
Commission	means the commission payable to the Affiliate in accordance with the Commission Scheme
Commission Scheme	means the scheme which describes how commission that is due to Affiliates is calculated and paid by NSUS and which is available at the Affiliate Information Site
Connected Person	means a spouse, sibling, son, daughter or other close family member of the Affiliate (if the Affiliate is an individual) or a director, employee, agent (if the Affiliate is a company)
Consumer Protection Legislation	means the legislative and statutory requirements applicable to the conduct of arrangements with the Referred Customers and potential customers;
CPA	means cost per acquisition

Data Protection Legislation	means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, Regulation (EU) 2016/679 (the General Data Protection Regulation) (and any related national legislation), any equivalent, replacement or repealing legislation, and any codes of practice issued by a competent authority relating to the same at any time
GGPoker	means the product being offered by the Company which is advertised and promoted by the Affiliate;
Licensed Materials	means use the GGPoker brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links along with any other intellectual property inherent in any marketing material/promotional material that may be shared by Company to the Affiliate;
Links	means Affiliate banner advertisements, button links, text links and other content as determined by NSUS which will be associated with the Affiliate on NSUS's system, all of which shall relate and link specifically to the Site;
Policies	means the policies that NSUS has in place from time to time that are relevant to the Affiliate's operations including NSUS's Money Laundering Concept, Advertising Concept and Social Concept;

Prospect	means a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by the Affiliate on the Affiliate Website(s) or otherwise distributed by the Affiliate in accordance with this Agreement, opens a new user account with the Site and makes the required minimum deposit. Notwithstanding the foregoing, players who received a first money transfer into their account from a third party shall not be required to make a minimum deposit in their new user account prior to becoming a Prospect (such players however shall not be counted for payments associated with CPA trackers or hybrid trackers and shall not contribute to any tranche associated with progressive revenue share schemes);
Real Money Player	is a Prospect who has: 1. Been promptly verified and approved in accordance with all applicable regulatory requirements, including but not limited to verification processes, exclusion list check, and any other mandatory requirements for successful account opening; 2. Made the required minimum deposit amount (if applicable); and 3. Met the minimum revenue requirement (if applicable);
Regulatory Authority	means the Gemeinsame Glücksspielbehörde der Länder and/or any other regulator with authority over the operations of NSUS;
Territory	means solely Germany.

1.2 The Recitals contained in the Preamble shall be taken into account in the interpretation and construction of this Agreement.

1.3 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.6 In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.

1.7 The appendices to this Agreement shall be deemed to be part of this Agreement.

2. Introductory Provisions

2.1 This Agreement's validity is conditional on the good standing and sound reputation of the Affiliate. NSUS reserves the right to conduct due diligence at any time, and any finding indicating lack of fitness and propriety or a potential breach of Applicable Law may result in the immediate termination of this Agreement.

2.2 NSUS may terminate this Agreement at any time if NSUS determines, in its sole discretion, that:

a) the Affiliate's marketing methods (including websites, emails, applications, all as indicated by the Affiliate) are not suitable for membership in the Affiliates Scheme for any reason, including, but not limited to, inclusion of content on the Affiliate Website(s) is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, including:
    i) sexually explicit, pornographic or obscene content (whether in text or graphics),
    ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise),
    iii) graphic violence,
    iv) politically sensitive or controversial issues, or
    v) any unlawful behaviour or conduct;

b) any of the Affiliate Website(s) are designed to appeal to minors, or other vulnerable people as may be defined in NSUS's policies;

c) any of the Affiliate Websites are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware;

d) the Affiliate does not operate in such a way as to be in compliance with NSUS's Policies or the Applicable Law.

2.3 NSUS reserves the right to perform background checks on the Affiliate and to request any relevant documentation (in such format as specified) in connection with such checks. The documentation required by NSUS may include (but not be limited to):

a) for companies: certificate of incorporation; articles of association (or equivalent document); a certificate of good standing; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors);
b) for individuals: valid identification document, recent utility bill; copies of recent bank statements.

2.4 NSUS reserves the right to use third-party verification companies to assess the Affiliate's initial and continued suitability into the Scheme.

2.5 The Affiliate hereby represents and warrants to NSUS the following:

a) all the information provided by the Affiliate in relation to the application to be part of the Affiliate Scheme is complete, true and accurate;
b) entering into and being bound by the Agreement will not result in the Affiliate breaching any law or regulation applicable to the Affiliate;
c) the Affiliate has, and will have throughout the term of this Agreement, all approvals, permits and licences (which includes but is not limited to any approvals, permits and licences necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement;
d) it fully understands and accepts the contents of this Agreement;
e) (where the Affiliate is an individual) the Affiliate is an adult of at least 18 years of age.

2.6 NSUS may terminate the Affiliate's membership into the Affiliate Scheme at any time, in its sole discretion. The Company's decision is final and not subject to any appeal.

3. Term

3.1 The term of this Agreement (the "Term") will commence on the date on which both Parties have signed the Agreement and the Affiliate has been accepted into the Affiliate Scheme and will continue until terminated by either Party in accordance with the provisions of Clause 13.

4. Compliance with NSUS' Licensing Obligations, Applicable Laws and Policies

4.1 The Affiliate shall ensure it carries out the activities specified in this Agreement as if the Affiliate is bound by the same regulatory and licence conditions and subject to the same codes of practice as NSUS. The Affiliate shall provide such information to the NSUS as NSUS may

reasonably require in order to enable NSUS to comply with its information reporting and other obligations to any applicable Regulatory Authorities. NSUS will terminate this Agreement immediately if, in NSUS's reasonable opinion, the Affiliate is in breach of its obligations set out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licensing obligations.

4.2 All activity undertaken by the Affiliate under this Agreement shall be subject to all applicable law in Germany, as in force currently, and as may be updated from time to time including:

- The State Treaty on Gambling 2021 - GlüStV 2021;
- the Money Laundering Act (GwG);
- the licence conditions imposed on NSUS; and
- the Federal Data Protection Act.

4.3 All activity undertaken by the Affiliate under this Agreement shall be subject to all internal policies of NSUS, including the Advertising Concept, and the Social Concept and any other internal policies of NSUS. The Parties agree that the aforementioned policies shall be held in confidence, and any copies thereof shall be deleted and destroyed by the Affiliate following the termination of this Agreement.

4.4 For the avoidance of doubt, the Affiliate shall ensure that any activities undertaken under this Agreement:

4.4.1 Shall take all available measures to restrict persons of eighteen years of age and under from viewing the content (including on any social media platforms), and shall not be aimed or targeted towards vulnerable persons which shall include the following;

- persons under the age of 18 ("minors" or "children");
- persons with an intellectual disability;
- persons who are not competent to act in their own capacity and who are registered as being under administration;
- persons with a past or current gambling addiction;
- persons who display characteristics of high-risk gaming behaviour; and
- persons who have excluded themselves from the services of NSUS through:
    - a self-exclusion on the NSUS website;
    - an exclusion via OASIS; and
    - an exclusion imposed by a third party, such as NSUS itself, the Regulatory Authority, or a competent court of law.

4.4.2 Shall ensure that any content or activity is socially responsible:

4.4.2.1 It does not exploit children or other vulnerable persons;

4.4.2.2. It is not aimed at, or include persons under the age of eighteen, persons with an intellectual disability, persons with a past or current gambling addiction, persons who display characteristic of high-risk gaming behaviour, or players who are excluded from gambling or other vulnerable persons as defined hereabove;

4.4.3. Shall ensure that any promotions and marketing is not misleading, does not omit important information, or misrepresents the offer, but is otherwise clear and accurate;

4.4.4. Shall refrain from excessive advertising, including by going beyond what is necessary to achieve the objective of making sure German players play on a legal offer as opposed to an illegal offer and shall refrain from advertising other gambling offers which are illegal in Germany;

4.4.5. Shall not misrepresent the nature of the games, or the chances of winning, and the element of chance, and shall not indicate that winnings guaranteed;

4.4.6. Shall clearly indicate that the minimum age of participating is over eighteen years, and a message to clearly discourage excessive participation;

4.4.7. If applicable, shall clearly indicate all of the details of a bonus, including all of the conditions and the prerequisites for winnings in a format that is appropriate, clear and easy to understand;

4.4.8. Shall ensure that any content is not intrusive or aggressive, and does not rush players into making a decision to gamble;

4.4.9. Shall ensure that any content does NOT:

4.4.9.1. Promote excessive participation;

4.4.9.2. Incite impulsive decisions or create a sense of urgency, and avoid messages like ‘today only’, ‘early bird’ or temporary discount promotions;

4.4.9.3. Suggest financial gain, increased social acceptance or happiness as a result of gambling;

4.4.9.4. Suggest that gambling can enhance personal qualities, improve self-image or self-esteem, or provide an escape from personal, professional or educational problems such as loneliness and depression;

4.4.9.5. Suggest that gambling is a solution for financial concerns, debts, profit claims, or personal problems, or promote gambling as a lifestyle or be an alternative to employment or a way of achieving financial security;

4.4.9.6. Suggest that gambling is indispensable or takes priority in life;

4.4.9.7. Link gambling to seduction, sexual success or enhanced attractiveness;

4.4.9.8. Portray gambling in the context of toughness, resilience or recklessness, or suggest that it is a rite of passage;

4.4.9.9. Suggest that solitary gambling is preferable to social gambling;

4.4.9.10. Exploit cultural beliefs or traditions about gambling or luck, such as linking horoscopes;

4.4.9.11. Condone or encourage criminal or anti-social behaviour, or feature gambling in a work environment;

4.4.9.12. Associate gambling content with content likely to appeal to minors or other vulnerable persons, including:

- content that is wholly or predominantly aimed at minors or comparably vulnerable target groups;
- advertising on the internet on pages whose offer is wholly or predominantly aimed at minors or comparably vulnerable target groups;
- Depiction of childish or juvenile role models or idols, or suggestions that minors are taking part in gambling;
- animated characters and characters based on common fairy tales;
- characters with exaggerated features that create a strong resemblance to characters from cartoons or films that are targeted towards minors, children or other vulnerable persons;
- licensed characters from film, television, literature or videogames that are targeted in large part towards minors, young adults or other vulnerable persons;

- themes that are child-like, and content associated with youth culture;
- Addiction-related content, such as linking it to other addictive tendencies such as smoking, alcohol abuse or drug abuse, or use imagery or sentences which encourage persons to chase their losses or to indicate that they might change their life through gambling.

4.4.9.13. Trivialise the consequences of excessive participation in gambling, or that gambling is beneficial for everyday life, or gambling on a daily basis;

4.4.9.14. Create the impression that the player has already won or will definitely win, or emphasis the benefits of gambling;

4.4.9.15. Create the impression that by performing certain actions, the player is guaranteed to win;

4.4.9.16. Place unrealistic or unclear conditions for participation;

4.4.9.17. Present an unrealistic or incorrect picture of the service or games;

4.4.9.18. Create a false impression that the player can exercise influence on the outcome of a game of chance

4.4.9.19. Create the false impression that players can improve their winnings by taking part in training or education; and

4.4.9.20. Create a false impression that the advertising has been approved by the regulator;

4.4.9.21. Indicate that rejection of gambling is for the weak, or disparage abstention from gambling, or indicates that gambling increases one's social success; and

4.4.9.22. Encourage chasing losses, or play any winnings as opposed to withdrawal.

4.4.10. Shall not promote violence, the use of drugs, openly support a religious cause, or a lifestyle to live solely on poker earnings;

4.4.11. Shall not advertise free prize competitions unless it is made clear that paid gambling is also offered;

4.4.12. Shall not advertise free gambling;

4.4.13. Shall not use streamers or influencers for advertising;

4.4.14. Shall note use triggers in rich media formats (audio, video, animation);

4.4.15. Shall not direct advertising to individuals unless the individual has provided prior consent, and a check has been made against OASIS;

4.4.16. Shall clearly distinguish between a paid publication, and editorial content, and editorial publications that refer to NSUS shall not exceed the limits of surreptitious advertising;

4.4.17. Shall ensure that all adverts shall carry:

4.4.12.1 Social responsibility messaging, where practical to do so, as indicated by NSUS; and

4.4.12.2 18+ symbol or messaging.

4.5 The Affiliate shall have in place rules and policies for protecting and preventing play by minors and vulnerable persons, including the promotion of the responsibility of parents to restrict access to gambling sites from devices used by minors whether these are accessed personally or with others.

4.6 NSUS will make the Links available to the Affiliate. The Affiliate may display the Links on the Affiliate Website(s), subject to strict compliance by the Affiliate with the provisions of this Agreement, including the restrictions relating to daytime advertising (6am-9pm). In using the Links, the Affiliate will cooperate fully with NSUS in order to establish and maintain the Links. The Affiliate is prohibited from the placement of any link or promotion with respect to GGPoker on any other website other than the Affiliate Website.

4.7 The Affiliate must not modify a Link or any GGPoker-branded content, unless the Affiliate has received prior written consent from NSUS to do so. In the event that NSUS determines that the Affiliate's use of any Link is not in material compliance with the terms of this Agreement, this will deemed to be a material breach of this Agreement entitling NSUS to suspend use of the Link by the Affiliate or to terminate this Agreement.

4.8 Subject to the prior written approval of NSUS, the Affiliate may promote the Site by means of the publication of bonus codes (each a "Promotion" and collectively the "Promotions"), as may be made available to the Affiliate from time to time by NSUS. The Affiliate will not be entitled to be paid any Commissions generated with respect to Real Money Players for any Promotion offered by the Affiliate that has not obtained the prior written approval of NSUS. It is the responsibility of the Affiliate to ensure that it does not use or display any expired Link for a Promotion on any Affiliate Website(s).

4.9 The Affiliate shall cooperate and communicate with any person assigned by NSUS in an efficient manner, and shall be receptive to guidance, feedback or direction from NSUS.

4.10 The Affiliate shall endeavour not to do any act during or after the Term which, in the opinion of NSUS, is prejudicial to the image of NSUS or any of its brands and products.

4.11 The Affiliate shall be fully responsible for its obligations to file tax reports and pay any taxes due.

4.12 The Affiliate warrants that in performing its obligations under this Agreement, it shall not breach any third party intellectual property rights.

4.13 The Partner represents and warrants that there is no legal, commercial, contractual or other restriction, which precludes or might preclude it from fully performing its obligations pursuant to this Agreement.

4.14 The Affiliate shall at all times act with the utmost good faith towards NSUS.

4.15 The Affiliate shall provide any information requested by NSUS, which is required to be disclosed to any competent authority, which information shall be provided to NSUS immediately and without delay.

4.16 The Affiliate shall cooperate with any Regulatory Authority investigating any matter relating to this Agreement.

4.17. The Affiliate shall be receptive to any demand by NSUS to change any material as may be required for NSUS and the Affiliate to remain compliant with the applicable law, and NSUS' Policies.

4.18. The Affiliate shall design the Affiliate Site/s to ensure that:

4.18.1 Any person accessing the Affiliate Website shall be asked to confirm their age. The Affiliate shall use all available methods to prevent children, young adults and other vulnerable persons from accessing the Affiliate Website, or if

such categories of persons are allowed to access the Affiliate Website, no gambling advertising is shown; and

4.18.2 The Affiliate shall not display any gambling advertising on the Affiliate Site between 6am and 9pm.

5. Prospects and Real Money Players

5.1 NSUS will assign a unique tracking code to the Affiliate and to each Prospect or Real Money Player.

5.2 Neither the Affiliate nor any Connected Person is eligible to become a Prospect or a Real Money Player and should either the Affiliate or any Connected Person purport to do so the Affiliate will not be eligible to receive the Commission with respect to such entities and an attempt shall be considered a fraudulent act against NSUS.

5.3 The number of Prospects per individual household computer is strictly limited to one.

5.4. NSUS shall make the number of the Affiliate's Real Money Players available to the Affiliate on a monthly basis through the Affiliate Information Site. It should be noted that the Affiliate Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. The data made available to Affiliates is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliate Information Site and NSUS's records, the NSUS's records shall govern and the NSUS's calculation of the Real Money Players shall apply to the exclusion of any data provided by the Affiliate.

5.5 To permit accurate tracking, reporting and commission accrual, the Affiliate must ensure that the Links between the Affiliate Website(s) and the Site are properly formatted throughout the term of this Agreement.

6. Commissions

6.1 In consideration of the provision of affiliate activities by the Affiliate in accordance with, and subject to compliance by, the Affiliate with the provisions of this Agreement, the Affiliate shall be entitled to be paid the Commission with respect to all Real Money Players introduced by the Affiliate. The Commission to which the Affiliate is entitled shall be determined in accordance with the appropriate Commission Scheme which shall be notified to the Affiliate by NSUS. For the avoidance of doubt, the Parties agree that German law does not allow for any revenue share arrangements based on turnover, deposits or stakes between NSUS and the Affiliate. The Commission Scheme as defined in Appendix 1 to these Terms shall apply.

6.2 The Commission Scheme may be modified by NSUS from time to time. Any changes to the Commission Scheme shall be made available on the Affiliate Information Site and NSUS will consult with respect to any such changes with the Affiliate in advance of such changes being implemented. Continued participation in the Affiliate Scheme by the Affiliate shall be deemed acceptance of the changes and modifications to the Commission Scheme. In the case of discrepancy between the Commission Scheme available on the Affiliate Information Site, and the information held internally by NSUS, the latter shall prevail.

6.3 A Real Money Player's contribution to the “rake” generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand.

6.4. Notwithstanding the foregoing, NSUS reserves the right to change the rake allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

6.5 The applicable portion as determined by NSUS of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and tournaments set up at the Affiliate's request and agreed by NSUS) shall be deemed to be the Tournament Overlay.

6.6 NSUS shall be under no obligation to pay to the Affiliate the Commission under the Commission Scheme with respect to Real Money Players which were blocked or suspended by NSUS for any reason (including for reasons of fraud or any failure to validate the end-user account). However, NSUS may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

6.7 Subject to all other terms of this Agreement, all Commissions shall be paid to the Affiliate on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to the Affiliate as per the Affiliate’s preferred payment method and to the account detailed by the Affiliate as part of the application process (the "Payment Account"). It is the Affiliate’s responsibility to ensure that the details provided by it to NSUS are both accurate and complete and NSUS will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that the Affiliate provides the Company with incorrect or incomplete details or has failed to update its details and as a result the Commission is paid to an incorrect Payment Account, NSUS shall no longer be liable to the Affiliate for any such Commission. Without derogating from the foregoing, if NSUS is not able to transfer the Commissions to the Affiliate, NSUS reserves the right to subtract from the Commissions due to the Affiliate an amount of money to reflect the required investigation and

additional work created by the Affiliate having provided incorrect or incomplete details. Should NSUS not be able to transfer any Commission payment for 6 consecutive months as a result of

6.8 NSUS reserves the right to convert the Commission Scheme applicable to the Affiliate to a different Commission Scheme by which the Affiliate is being, has been, or will be paid at any time during the Term on written notice to the Affiliate. NSUS will consult with the Affiliate before any conversion of the Commission Scheme applicable to the Affiliate to a different Commission Scheme. Continued participation in the Affiliate Scheme will be deemed acceptance by the Affiliate of any such conversion.

6.9 NSUS shall be entitled to set-off from the amount of Commission to be paid to the Affiliate any associated costs related to the transfer of such Commission.

6.10 If the Commission to be paid to the Affiliate in any calendar month is less than $1000 (the "Minimum Amount"), NSUS shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

6.11 NSUS reserves the right to reduce the Commission relating to the Site in the event that the Affiliate does not have any persons qualifying as Prospects on the Site or through the account associated with such Site, in three (3) consecutive calendar months.

6.12 NSUS shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by NSUS or any of its affiliated entities or commercial partners. In addition, NSUS shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by the Affiliate in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

6.13 The Affiliate’s account is solely for the benefit of the Affiliate. The Affiliate shall not allow any third party to use its account, password or identity to access or use the Affiliate Scheme and the Affiliate shall be fully responsible for any activities undertaken on the Affiliate’s account by any third party. The Affiliate will not reveal the Affiliate’s account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate shall inform NSUS immediately if the Affiliate suspects that its account is being misused by a third party and/or any third party has access to the Affiliate’s account username or password. For the avoidance of any doubt, NSUS shall not be liable for any activities undertaken on the Affiliate’s account by a third party or for any damages that may arise therefrom.

6.14 NSUS reserves the right, at its sole discretion, to immediately cease all marketing and/or affiliate marketing efforts in Germany, and will not be liable to pay the Affiliate any Commissions

which have accrued to the Affiliate's benefit that are attributable to such territory. NSUS shall notify the Affiliate as soon as it is practicable to do so and in that event, the Affiliate shall also cease any and all marketing activities in that jurisdiction.

6.15 Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

7. Intellectual Property

7.1 NSUS grants to the Affiliate a limited, non-transferrable and non-sublicensable, non-exclusive, revocable licence to place the Links on the Affiliate Website(s) during the term of this Agreement, and, in connection with the Links only, to use the Licensed Materials.

7.2 The Affiliate is not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

7.3 The Affiliate may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, may not use the Licensed Materials without first submitting a sample of such proposed use toNSUS and receiving NSUS's prior written consent to such use.

7.4 The Affiliate is not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays NSUS or its affiliates negatively.

7.5 NSUS and its affiliates reserve all of the intellectual property rights in the Licensed Materials. NSUS may revoke the Affiliate's licence to use the Licensed Materials at any time by written notice to the Affiliate, whereupon the Affiliate shall immediately destroy or deliver up to NSUS all such materials that are in the Affiliate's possession. The Affiliate acknowledges that, except for the licence in the Licensed Materials granted to the Affiliate in accordance with the terms of Clause 10.1 the Affiliate has not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or the activities of the Affiliate under this Agreement. The licence granted to the Affiliate shall immediately terminate upon the termination of this Agreement.

8. Obligations Regarding the Affiliate Website(s) and Marketing Materials

8.1 The Affiliate shall use all reasonable commercial efforts to market and promote the Site and the products and services available on the Site and shall prominently display the Link Pages on the Affiliate Website(s).

8.2 The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website(s) and for all materials that appear on it. In particular, but without limiting the generality of the foregoing, the Affiliate shall:

1. ensure the proper functioning and maintenance of the Affiliate Website(s) and all Link Pages to the Site;
2. not alter any content provided by NSUS without NSUS's consent which may be withheld in its absolute discretion;
3. ensure that all news, offers and promotions in relation to the Affiliate Website(s) are current and up to date.

8.3 The Affiliate must not (and must ensure that the Affiliate Website(s) must not):

1. advertise the Site in any way not approved in advance by NSUS in writing;
2. market or promote the Site or use any of the Licensed Materials on any website, software, application or portal which infringes upon the intellectual property rights of any third party;
3. market the Site in such a way that could be considered to compete with NSUS's marketing of the Site including by means of the following activities: (i) the placement of Links on any Internet sites where the Company places advertisements for the Site; and (ii) the promotion of the Site by the Affiliate by way of keyword advertising with Internet search engines;
4. promote the Site by the Affiliate outside of Germany (unless otherwise authorised by NSUS); this will include the promotion of the Site to audiences in prohibited jurisdictions whether via paid marketing or organic marketing efforts; and
5. contain any content taken from the Site or any materials which are proprietary to NSUS or its affiliates, except (i) with the Company's prior written permission, or (ii) the Links.

8.4 In relation to PPC and keyword bidding the Affiliate may not advertise (or make use in any search engine ads) or 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 NSUS's or its affiliate's trademarks or trade names from time to time, which includes but is not limited to the "Affiliate Scheme", "GGPoker", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the NSUS's group (collectively the "Group Website"). In addition, the Affiliate shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or

trade names owned by NSUS from time to time or otherwise including, but not limited to, the words “All-In or Fold”, “Rush & Cash”, etc.

8.5 NSUS reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If NSUS determines at its sole discretion that such conduct is being practised, NSUS may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time terminate this Agreement with immediate effect.

8.6 The Affiliate will be solely responsible for the technical operation of the Affiliate Website(s) and the accuracy and appropriateness of materials posted on the Affiliate Website(s).

8.7 The Affiliate Website(s) must not register a domain name that includes, incorporates or consists of NSUS's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

8.8 On execution of this Agreement and as a continuing obligation throughout the Term, the Affiliate must inform NSUS of any domain names that the Affiliate owns which are in breach of the provisions of Clause 8.7. If NSUS becomes aware that the Affiliate has registered a domain name in breach of the provisions of Clause 8.7 it will be required to transfer the domain name to NSUS or an entity nominated by NSUS promptly and free of charge. The Affiliate’s obligation to transfer domain names registered in breach of clause 8.7 extends to domain names registered prior to the date of this Agreement. Until the domain name has been transferred to NSUS (or its nominee) the Affiliate must maintain the domain name registration and not allow it to lapse. NSUS may, in its sole discretion, withhold all Commission payments that may be due to the Affiliate until the domain name is transferred.

8.9 The Affiliate must not use any unsolicited or spam messages to promote the Site. In the event NSUS receives a complaint that the Affiliate has been sending spam messages, NSUS shall be permitted to provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint. The details which we may provide to the party making the complaint, include the Affiliate’s name, email address, bricks and mortar address and telephone number. Any continued activity in breach of the obligations of this Clause 8.9 shall be deemed to be a material breach of this Agreement entitling NSUS to immediately terminate this Agreement.

8.10 The Affiliate must ensure that the Affiliate Website(s) and any related marketing materials or communications comply:

1. with all Applicable Laws, regulations, codes of conduct, rules, conditions and directives applicable in Germany; and

2. with the the Policies of NSUS, and any other industry standards and codes of practice which NSUS adheres to; and
3. With any directions provided by NSUS, including but not limited to any directions to avoid undesirable or socially irresponsible material, any spyware, adware or other unwanted threats, or any other gambling activity targeted towards German customers but which is not duly licensed by the Regulatory Authorities;

NSUS shall be entitled to immediately terminate this Agreement if the Affiliate is in breach of any part of this Clause 8.10.

8.11 The Affiliate must comply with all the following restrictions:

1. Age-Gated Games - the Affiliate Website(s) must not advertise any content or links to games which target and/or pose a risk to the under-18s or contain contents which exploit the susceptibilities, aspirations, credulity, inexperience of young people and other vulnerable persons.
2. Coronavirus: the Affiliate Website(s) must not advertise content or provide links that promote or encourage gambling and/or playing poker during the ongoing COVID-19 pandemic. The Affiliate is specifically prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling is a feasible activity to pass time during the COVID-19 pandemic.
3. The restrictions contained in Clause 4 of this Agreement.
4. Time sensitive calls to action: the Affiliate Website(s) must not advertise or display content or links in such a way that may create an urgency amongst people by using terms such as “bet now”, “urgent”, “limited time offer”, “hurry” etc. urging people to quickly act on an ad to be directed to our website;
5. The Affiliate must not carry out any direct marketing activities on behalf of NSUS with respect to the Site or GGPoker; and
6. All marketing activities must be obviously identifiable as an advertisement and clearly marked as “#ad”;

8.12 To the extent applicable the Affiliate must incorporate any key word black list indicated by NSUS, the Regulatory Authorities or any other relevant industry body or regulator from time to time during the Term in all relevant marketing and promotion campaigns. It is the responsibility of the Affiliate to ensure it is informed in relation to the status of the publication of any keyword blacklist (and any amendments and updates thereto) during the Term.

8.13 NSUS reserves the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate Website(s) and other web pages.

8.14 The Affiliate undertakes to immediately comply with all instructions and guidelines provided by NSUS or published on the Affiliate Information Site in relation to the Affiliate's marketing and promotional activities in connection with the Site including, without limitation, any instruction received from NSUS requesting the Affiliate to post on the Affiliate Website(s) information regarding new features and promotions on the Site.

8.15 If the Affiliate is in breach of any of the provisions of this Clause 8, NSUS shall have the right to terminate this Agreement immediately on notice to the Affiliate and to retain for its own account any Commission accrued to the Affiliate's benefit as at the date of termination.

8.16 The Affiliate indemnifies and holds NSUS, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of the Affiliate Website(s) or any materials, products or services linked to therein and any breach of the Affiliate's obligations in Clause 8.11. The Affiliate acknowledges that its conduct as an Affiliate has the potential to cause substantial damage to NSUS's and the Site's reputation and goodwill, and the Affiliate undertakes that at all times it considers the goodwill and reputation of NSUS in the provision of services and the marketing activities to be undertaken by the Affiliate.

9. Use of Personal Information

9.1 For the purposes of this Agreement, the terms "controller", "data subject", "personal data", "process", "processing" and "processor" shall each have the meaning given to them in the Data Protection Legislation.

9.2. The Affiliate represents, warrants and agrees that:

9.2.1 it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;

9.2.2 any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that NSUS may have in respect of its own marketing;

9.2.3 all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;

9.2.4 Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded, and it will not send any direct marketing to Prospects and Real Money

Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where NSUS has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) where a player has self excluded either with NSUS or OASIS; or (iv) who are under eighteen years of age, or are vulnerable; and

9.2.5 it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

9.3 The Affiliate shall notify NSUS immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 9.

9.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

9.5 The Affiliate shall notify NSUS immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of affiliate marketing, direct marketing or the Affiliate's processing of any Prospects and Real Money Players' personal data.

9.6 The Affiliate hereby indemnifies NSUS against all costs, claims, fines, group actions, damages and expenses incurred by NSUS due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this Agreement and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 9.

9.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by NSUS for the following purposes:

9.7.1 to comply with relevant regulations regarding the Affiliate's registration with NSUS, including verifying the information which the Affiliate provides to it;

9.7.2 to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any

such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;

9.7.3 to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and

9.7.4 for any other purpose which is necessary for the performance of NSUS's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to NSUS.

9.8 The Affiliate further acknowledges that its personal information as set out in clause 9.7 above may be disclosed by NSUS to relevant third parties for such purposes, including (without limitation) to:

9.8.1 identity and/or age verification agencies, and/or credit checking agencies;

9.8.2 relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with NSUS in respect of any such investigations of activities which it or any such third party may carry out;

9.8.3 other companies within the same group of companies as NSUS.

10 Termination and effect of termination

10.1 Either Party may terminate this Agreement at any time on written notice to the other.

10.2 If NSUS terminates for the material breach of the Affiliate, it shall be entitled to retain any accrued Commission due to the Affiliate as at the date of termination. In all other instances of termination, NSUS will calculate the final payment of Commission due to the Affiliate and will pay the Commission no later than 60 days after the date of termination (to allow sufficient time to properly calculate all sums due to the Affiliate). Following the termination of this Agreement and payment to the Affiliate of all Commissions due at such time of termination, no further payments of Commission shall be due to the Affiliate from NSUS.

10.3 Upon the termination of this Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by NSUS and/or provided by or on behalf of NSUS to the Affiliate pursuant to this Agreement or in connection with the Affiliates Scheme.

11. Fraud/Anti-Bribery

11.1 Any incidence of Fraud on the part of the Affiliate constitutes a material breach of this Agreement. In case of such breach, NSUS retains the right to terminate this Agreement immediately and the Affiliate shall not be entitled to receive any Commissions which have accrued to the Affiliate's benefit at such time in relation to the same whether such Commissions were generated through Fraud or otherwise. NSUS also retains the right to set-off from future Commissions payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud. The Affiliate is urged to provide accurate details in regard to the manner and information relating to its preferred method of receiving Commissions and NSUS shall not be held liable for the Affiliate's delayed receipt of Commissions due to the provision of inaccurate details.

11.2 For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by the Affiliate or a third party of bonus abuse on the part of the Real Money Players; (ii) a fraudulent chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account to play on the Site in breach of the terms of this Agreement; (v) the offering or providing by the Affiliate or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by the Affiliate or by a Real Money Player which is reasonably understood to have been committed in bad faith against NSUS regardless of whether or not such action has resulted in any type of harm or damage to NSUS.

11.3 NSUS is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy"), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all Applicable Laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing the Affiliate's services under this Agreement, the Affiliate undertakes to comply with all Applicable Laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined in this Agreement) or otherwise.

11.4 The Affiliate must at all times comply with the Company's Anti-Bribery and Corruption Policy and a failure to do so shall be a material breach of this Agreement.

12. Variations

12.1 NSUS may vary or modify any of the provisions contained in this Agreement. It shall notify the Affiliate of any such variations by posting a notice of the change of terms on the Affiliate Information Site. The continued use by and participation on the Affiliates Scheme by the Affiliate will be deemed to be acceptance of the variations. If the Affiliate does not accept the variations to the terms of this Agreement, it should terminate this Agreement and cease its participation in the Affiliates Scheme.

12.2 It is the responsibility of the Affiliate to ensure that it reviews the Affiliate Information Site on a regular basis to check whether any variations or modifications have been made to the terms of this Agreement.

13. Limitation of Liability

13.1 NSUS shall not be liable to the Affiliate for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the Affiliate's participation in the Affiliates Scheme.

13.2 The aggregate liability of NSUS arising with respect to this Agreement will not exceed the total Commissions paid or payable to the Affiliate under this Agreement.

13.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence.

14. Relationship of Parties

14.1 The Affiliate and NSUS are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

15. Disclaimers

15.1 NSUS makes no express or implied warranties or representations with respect to the Affiliates Scheme or the Affiliate Information Site (including without limitation and to the extent permitted by law warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, NSUS makes no representation that the operation of the Site or the Affiliate Information Site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

16. Confidentiality

16.1 If NSUS designates any information that it provides to the Affiliate as “Confidential” the Affiliate shall keep any such information strictly confidential and secret and shall not use it, directly or indirectly, for any purpose except as expressly authorised by NSUS. The obligations under this Clause 16 shall not apply to the extent that any such information is generally known or available to the public or if the same is required by law or legal process. The contents of this Agreement shall be deemed Confidential, unless otherwise made public by NSUS.

17. Indemnification

The Affiliate indemnifies, and holds harmless NSUS, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses (including loss of future revenue), liabilities, damages, expenses, fines, penalties (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by the Affiliate or any representation or warranty made by the Affiliate; or (ii) any claim related to the Affiliate Website(s), or (iii) any claim related to the Affiliate’s entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

18. Entire Agreement

The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

19. Independent Investigation

The Affiliate acknowledges that it has read this Agreement and has had an opportunity to consult with its own legal advisors. The Affiliate has independently evaluated the desirability of participating in the Affiliates Scheme and is not relying on any representation, guarantee or statement made by NSUS or otherwise other than as set forth in this Agreement.

20. Miscellaneous

20.1 Without prejudice to the applicability of German Applicable Law, this Agreement and any matters relating hereto shall be governed by, and construed in accordance, with the laws of Malta. The courts of Malta will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

20.2 The Affiliate may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on,

inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

20.3 NSUS's failure to enforce the strict performance by the Affiliate of any provision of this Agreement will not constitute a waiver of NSUS's right to subsequently enforce such provision or any other provision of this Agreement.

20.4 Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a Maltese court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

20.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

21. Language Discrepancies

21.1 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

Appendix 1 - Commission Scheme

Commissions due to the Affiliate shall be calculated in accordance with the following principles.

Definitions

"**Gross Revenues**" means Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots),

"**Net Revenue**" means Gross Revenues less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees, and applicable fees attributable to social media) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

"**CPA Commission**" means a one-time payment for each Real Money player registered on GGPoker, subject to certain conditions as mentioned below.

“**Flat Fees Commission**” means a fixed amount of commission for every month, subject to certain conditions as mentioned below.

The following are the Commission Structures for the payout of the Commission to the Affiliate effective from the Effective Date:

1. **CPA Commission** - A one-time, pre-determined fee shall be paid per new player in the previous calendar month, subject to the following conditions:
    a. The Real Money Player reaches the minimum deposit amount as indicated by NSUS; AND
    b. The Real Money Player generates the minimum Net Revenue, as indicated by NSUS.

Applicable: For Affiliates Operating in the Markets Regulated Under an MGA Licence

“AFFILIATION AGREEMENT”

NSUS MALTA LIMITED

Introduction

The Company operates the website called www.ggpoker.eu (the “Site”) under an operating licence from the Malta Gaming Authority.

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between NSUS Malta Limited (the "Company" or “NSUS”), and you, regarding your participation as an affiliate (the "Affiliate") in the Company’s affiliates scheme (the "Affiliate Scheme").

1. Definitions and Interpretation

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

Affiliate Information Site	means the third-party portal called GGPartners Platform operated by NSUS for the purpose of monitoring and tracking the day to day activities of the Affiliate such as Commission due to the Affiliate, payment of Commissions, Affiliate customers, communication of important documents and other marketing activities by the Affiliate. The portal is also used for sharing and communicating important legal documents and agreements between NSUS and the Affiliate and any changes and amendments to any such agreements;
Affiliate Scheme	NSUS’ affiliate programme;
Affiliate Website	means the website and/or social media account operated by the Affiliate details of which have been provided to NSUS by the Affiliate;

Agreement	means this Agreement, the preamble and all the appendices, schedules and exhibits that may be attached hereto, as may be amended from time to time;
Applicable Laws	means applicable Maltese law, including (i) the Gaming Act; (ii) the Prevention of Money Laundering and Counter Terrorist Financing Regulations; (iii) the Gaming Commercial Communications Regulations; (iv) the Gaming Player Protection Regulations; (v) the Player Protection Directive; (vi) the Gaming Authorisations and Compliance Directive; (vii) Commercial Communications Committee Guidelines; (viii) the Requirements as to Advertisements, Methods of Advertising and Directions Applicable to Gambling Advertisements; (ix) any policy rules, directives, binding instruments, interpretation notes and guidance published by the Regulatory Authority; and any other laws, statutes and regulations which are applicable to NSUS or the Affiliate from time to time.
Code of Conduct	means the code of conduct that regulates how Affiliates may market the Site to Prospects and Real Money Players
Commission	means the commission payable to the Affiliate in accordance with the Commission Scheme
Commission Scheme	means the scheme which describes how commission that is due to Affiliates is calculated and paid by NSUS and which is available at the Affiliate Information Site
Connected Person	means a spouse, sibling, son, daughter or other close family member of the Affiliate (if the Affiliate is an individual) or a director, employee, agent (if the Affiliate is a company)
Consumer Protection Legislation	means the legislative and statutory requirements applicable to the conduct of arrangements with the Referred Customers and potential customers;

CPA	means cost per acquisition
Data Protection Legislation	means all applicable data protection, privacy and electronic marketing legislation, including any national legislation implementing Directive 95/46/EC and Directive 2002/58/EC, Regulation (EU) 2016/679 (the General Data Protection Regulation) (and any related national legislation), any equivalent, replacement or repealing legislation, and any codes of practice issued by a competent authority relating to the same at any time
GGPoker	means the product being offered by the Company which is advertised and promoted by the Affiliate;
Licensed Materials	means use the GGPoker brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links along with any other intellectual property inherent in any marketing material/promotional material that may be shared by Company to the Affiliate;
Links	means Affiliate banner advertisements, button links, text links and other content as determined by NSUS which will be associated with the Affiliate on NSUS's system, all of which shall relate and link specifically to the Site;
Policies	means the policies that NSUS has in place from time to time that are relevant to the Affiliate's operations including NSUS's Anti-Money Laundering Policy, Responsible Gambling Policy and Marketing Compliance Policy;
Prospect	means a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by the Affiliate on the Affiliate Website(s) or otherwise distributed by the Affiliate in accordance with this Agreement, and successfully registers a new user account with the Site;

Real Money Player	is a Prospect who has: 1. Been promptly verified and approved in accordance with all applicable regulatory requirements, including but not limited to verification processes, exclusion list check, and any other mandatory requirements for successful account opening; 2. Made the required minimum deposit amount (if applicable); and 3. Met the minimum revenue requirement (if applicable);
Regulatory Authority	means the Malta Gaming Authority and/or any other regulator with authority over the operations of NSUS;
Territory	means solely Malta and the territories which NSUS serves under its licence issued by the Regulatory Authority, as may be changed from time-to-time.

1.2 The Recitals contained in the Preamble shall be taken into account in the interpretation and construction of this Agreement.

1.3 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.6 In this Agreement, if the context so requires, references to the singular shall include the plural and vice versa.

1.7 The appendices to this Agreement shall be deemed to be part of this Agreement.

2. Introductory Provisions

2.1 This Agreement's validity is conditional on the good standing and sound reputation of the Affiliate. NSUS reserves the right to conduct due diligence at any time, and any finding indicating lack of fitness and propriety or a potential breach of Applicable Law may result in the immediate termination of this Agreement.

2.2 NSUS may terminate this Agreement at any time if NSUS determines, in its sole discretion, that:

a) the Affiliate's marketing methods (including websites, emails, applications, all as indicated by the Affiliate) are not suitable for membership in the Affiliates Scheme for any reason, including, but not limited to, inclusion of content on the Affiliate Website(s) is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, including:
    i) sexually explicit, pornographic or obscene content (whether in text or graphics),
    ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise),
    iii) graphic violence,
    iv) politically sensitive or controversial issues, or
    v) any unlawful behaviour or conduct;

b) any of the Affiliate Website(s) are designed to appeal to minors, or other vulnerable people as may be defined in NSUS's policies;

c) any of the Affiliate Websites are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware;

d) the Affiliate does not operate in such a way as to be in compliance with NSUS's Policies.

2.3 NSUS reserves the right to perform background checks on the Affiliate and to request any relevant documentation (in such format as specified) in connection with such checks. The documentation required by NSUS may include (but not be limited to):

a) for companies: certificate of incorporation; articles of association (or equivalent document); duly approved corporate resolution; a certificate of good standing; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company (together with identification documentation in respect of such owners and directors);
b) for individuals: valid identification document, recent utility bill; letter of reference from the Affiliate's bank; copies of recent bank statements.

2.4 NSUS reserves the right to use third-party verification companies to assess the Affiliate's initial and continued suitability into the Scheme.

2.5 The Affiliate hereby represents and warrants to NSUS the following:

a) all the information provided by the Affiliate in relation to the application to be part of the Affiliate Scheme is complete, true and accurate;
b) entering into and being bound by the Agreement will not result in the Affiliate breaching any law or regulation applicable to the Affiliate;
c) the Affiliate has, and will have throughout the term of this Agreement, all approvals, permits and licences (which includes but is not limited to any approvals, permits and licences necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement;
d) it fully understands and accepts the contents of this Agreement;
e) (where the Affiliate is an individual) the Affiliate is an adult of at least 18 years of age.

2.6 NSUS may terminate the Affiliate's membership into the Affiliate Scheme at any time, in its sole discretion. The Company's decision is final and not subject to any appeal.

3. Term

3.1 The term of this Agreement (the "Term") will commence on the date on which both Parties have signed the Agreement and the Affiliate has been accepted into the Affiliate Scheme and will continue until terminated by either Party in accordance with the provisions of Clause 13.

4. Compliance with NSUS' Licensing Obligations, Applicable Laws and Policies

4.1 The Affiliate shall ensure it carries out the activities specified in this Agreement as if the Affiliate is bound by the same regulatory and licence conditions and subject to the same codes of practice as NSUS. The Affiliate shall provide such information to the NSUS as NSUS may reasonably require in order to enable NSUS to comply with its information reporting and other obligations to any applicable Regulatory Authorities. NSUS will terminate this Agreement immediately if, in NSUS's reasonable opinion, the Affiliate is in breach of its obligations set out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licensing obligations.

4.2 All activity undertaken by the Affiliate under this Agreement shall be subject to all Applicable Law, as in force currently, and as may be updated from time to time.

4.3 All activity undertaken by the Affiliate under this Agreement shall be subject to all internal policies of NSUS, including the Marketing Compliance Policy and any other internal policies of

NSUS. The Parties agree that the aforementioned policies shall be held in confidence, and any copies thereof shall be deleted and destroyed by the Affiliate following the termination of this Agreement.

4.4 For the avoidance of doubt, the Affiliate shall ensure that any activities undertaken under this Agreement:

4.4.1 Shall take all reasonable measures to restrict persons under eighteen years from viewing the content (including on any social media platforms), and shall not be aimed or targeted towards vulnerable persons which shall include the following;

- persons under the age of 18 (“minors” or “children”);
- persons with an intellectual disability;
- persons who are not competent to act in their own capacity and who are registered as being under administration;
- persons with a past or current gambling addiction;
- persons who display characteristics of high-risk gaming behaviour; and
- persons who have excluded themselves from the services of NSUS.

4.4.2 Shall ensure that any content or activity is socially responsible:

4.4.2.1 It does not exploit children or other vulnerable persons;

4.4.2.2. It is not aimed at, or include persons aged between zero to eighteen, persons with an intellectual disability, persons with a past or current gambling addiction, persons who display characteristic of high-risk gaming behaviour, or players who are excluded from gambling or other vulnerable persons as defined hereabove;

4.4.3. Shall ensure that any promotions and marketing is not misleading, does not omit important information, or misrepresents the offer, but is otherwise clear and accurate;

4.4.4. Shall refrain from excessive advertising, or from advertising other gambling offers which are known to be illegal in the Territory, as applicable;

4.4.5. Shall not misrepresent the nature of the games, or the chances of winning, and the element of chance, and shall not indicate that winnings are guaranteed;

4.4.6. Shall clearly indicate that the minimum age of participating is over eighteen years, and a message to clearly discourage excessive participation;

4.4.7. If applicable, shall clearly indicate all of the details of a bonus, including all of the conditions and the prerequisites for winnings in a format that is appropriate, clear and easy to understand;

4.4.8. Shall ensure that any content is not intrusive or aggressive, and does not rush players into making a decision to gamble;

4.4.9. Shall ensure that any content does NOT:

4.4.9.1. Promote excessive participation or be socially irresponsible;

4.4.9.2. Portray, condone or encourage behaviour that is criminal or socially irresponsible, or could lead to financial, social or emotional harm, or directly or indirectly encourage anti-social or violent behaviour;

4.4.9.3. Suggest that gaming can be a resolution to social, educational, professional or personal problems;

4.4.9.4. Suggest that gaming can be an alternative to employment, a solution to financial concerns or a form of financial investment;

4.4.9.5. portray gaming as socially attractive or suggest that it can enhance personal and, or professional qualities, for example by improving self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration;

4.4.9.6. portray gaming in a context of toughness or link it to resilience or recklessness;

4.4.9.7. portray gaming as indispensable or as taking priority in life, for example over family, friends or professional or educational commitments;

4.4.9.8. suggest that solitary gaming is preferable to social gaming;

4.4.9.9. suggest peer pressure to game, or disparage abstention from gaming;

4.4.9.10. suggest that skill can influence the outcome of a game that is purely a game of chance;

4.4.9.11. provide false or untruthful information about the chances of winning or expected return from gaming;

4.4.9.12. exploit cultural beliefs or traditions about gaming or luck;

4.4.9.13. make reference to instantly available consumer credit services, or any other ways of providing credit to players;

4.4.9.14. tarnish the goodwill and privilege that is associated or related in any manner whatsoever to an authorised person or tarnish the image or reputation of another authorised person.

4.4.9.15. Incite impulsive decisions or create a sense of urgency, and avoid messages like ‘today only’, ‘early bird’ or temporary discount promotions;

4.4.9.16. Associate gambling content with content likely to appeal to minors or other vulnerable persons, including:

- animated characters;
- characters based on common fairy tales;
- characters with exaggerated features that create a strong resemblance to characters from cartoons or films that are targeted towards minors, children or other vulnerable persons;
- licensed characters from film, television, literature or videogames that are targeted in large part towards minors, young adults or other vulnerable persons;
- themes that are child-like, and content associated with youth culture;
- Sports people and celebrities that are, or appear to be under eighteen;
- Avoid a humour style that is likely to have particular salience to minors, or humour that relates to conditions relating to gambling-related harm;
- Addiction-related content, such as linking it to other addictive tendencies such as smoking, alcohol abuse or drug abuse, or use imagery or sentences which encourage persons to chase their losses or to indicate that they might change their life through gambling; and

4.4.9.17. Trivialise the consequences of excessive participation in gambling.

4.4.10. Shall ensure that all adverts shall carry:

4.4.10.1 Social responsibility messaging, where practical to do so, as indicated by NSUS; and

4.4.10.2 18+ symbol or messaging.

4.5 NSUS will make the Links available to the Affiliate. The Affiliate may display the Links on the Affiliate Website(s), subject to strict compliance by the Affiliate with the provisions of this Agreement. In using the Links, the Affiliate will cooperate fully with NSUS in order to establish and maintain the Links. The Affiliate is prohibited from the placement of any link or promotion with respect to GGPoker on any other website other than the Affiliate Website.

4.6 The Affiliate must not modify a Link or any GGPoker-branded content, unless the Affiliate has received prior written consent from NSUS to do so. In the event that NSUS determines that the Affiliate's use of any Link is not in material compliance with the terms of this Agreement, this will deemed to be a material breach of this Agreement entitling NSUS to suspend use of the Link by the Affiliate or to terminate this Agreement.

4.7 Subject to the prior written approval of NSUS, the Affiliate may promote the Site by means of the publication of bonus codes (each a "Promotion" and collectively the "Promotions"), as may be made available to the Affiliate from time to time by NSUS. The Affiliate will not be entitled to be paid any Commissions generated with respect to Real Money Players for any Promotion offered by the Affiliate that has not obtained the prior written approval of NSUS. It is the responsibility of the Affiliate to ensure that it does not use or display any expired Link for a Promotion on any Affiliate Website(s).

4.8 The Affiliate shall cooperate and communicate with any person assigned by NSUS in an efficient manner, and shall be receptive to guidance, feedback or direction from NSUS.

4.9 The Affiliate shall endeavour not to do any act during or after the Term which, in the opinion of NSUS, is prejudicial to the image of NSUS or any of its brands and products.

4.10 The Affiliate shall be fully responsible for its obligations to file tax reports and pay any taxes due.

4.11 The Affiliate warrants that in performing its obligations under this Agreement, it shall not breach any third party intellectual property rights.

4.12 The Partner represents and warrants that there is no legal, commercial, contractual or other restriction, which precludes or might preclude it from fully performing its obligations pursuant to this Agreement.

4.13 The Affiliate shall at all times act with the utmost good faith towards NSUS.

4.14 The Affiliate shall provide any information requested by NSUS, which is required to be disclosed to any competent authority, which information shall be provided to NSUS immediately and without delay.

4.15 The Affiliate shall cooperate with any Regulatory Authority investigating any matter relating to this Agreement.

4.16 The Affiliate shall be receptive to any demand by NSUS to change any material as may be required for NSUS and the Affiliate to remain compliant with the applicable law, and NSUS' Policies.

5. Prospects and Real Money Players

5.1 NSUS will assign a unique tracking code to the Affiliate and to each Prospect or Real Money Player.

5.2 Neither the Affiliate nor any Connected Person is eligible to become a Prospect or a Real Money Player and should either the Affiliate or any Connected Person purport to do so the Affiliate will not be eligible to receive the Commission with respect to such entities and an attempt shall be considered a fraudulent act against NSUS.

5.3 The number of Prospects per individual household computer is strictly limited to one.

5.4. NSUS shall make the number of the Affiliate's Real Money Players and the relevant Gross Revenue figures available to the Affiliate on a monthly basis through the Affiliate Information Site. It should be noted that the Affiliate Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. The data made available to Affiliates is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliate Information Site and NSUS's records, the NSUS's records shall govern and the NSUS's calculation of the Real Money Players and Gross Revenue figures shall apply to the exclusion of any data provided by the Affiliate.

5.5 To permit accurate tracking, reporting and commission accrual, the Affiliate must ensure that the Links between the Affiliate Website(s) and the Site are properly formatted throughout the term of this Agreement.

6. Commissions

6.1 In consideration of the provision of affiliate activities by the Affiliate in accordance with, and subject to compliance by, the Affiliate with the provisions of this Agreement, the Affiliate shall be entitled to be paid the Commission with respect to all Real Money Players introduced by the Affiliate. The Commission to which the Affiliate is entitled shall be determined in accordance with the appropriate Commission Scheme which shall be notified to the Affiliate by NSUS. For any Commission Scheme containing a revenue share component, the Affiliate will receive the applicable percentage of Net Revenue (as defined in Appendix 1 to these Terms).

6.2 The Commission Scheme may be modified by NSUS from time to time. Any changes to the Commission Scheme shall be made available on the Affiliate Information Site and NSUS will consult with respect to any such changes with the Affiliate in advance of such changes being implemented. Continued participation in the Affiliate Scheme by the Affiliate shall be deemed acceptance of the changes and modifications to the Commission Scheme. In the case of discrepancy between the Commission Scheme available on the Affiliate Information Site, and the information held internally by NSUS, the latter shall prevail.

6.3 A Real Money Player's contribution to the “rake” generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand.

6.4. Notwithstanding the foregoing, NSUS reserves the right to change the rake allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

6.5 The applicable portion as determined by NSUS of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and tournaments set up at the Affiliate's request and agreed by NSUS) shall be deemed to be the Tournament Overlay.

6.6 NSUS shall be under no obligation to pay to the Affiliate the Commission under the Commission Scheme with respect to Real Money Players which were blocked or suspended by NSUS for any reason (including for reasons of fraud or any failure to validate the end-user account). However, NSUS may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

6.7 Subject to all other terms of this Agreement, all Commissions shall be paid to the Affiliate on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to the Affiliate as per the Affiliate’s preferred payment method and to the account detailed by the Affiliate as part of the application process (the "Payment Account"). It is the Affiliate’s responsibility to ensure that the details provided by it

to NSUS are both accurate and complete and NSUS will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that the Affiliate provides the Company with incorrect or incomplete details or has failed to update its details and as a result the Commission is paid to an incorrect Payment Account, NSUS shall no longer be liable to the Affiliate for any such Commission. Without derogating from the foregoing, if NSUS is not able to transfer the Commissions to the Affiliate, NSUS reserves the right to subtract from the Commissions due to the Affiliate an amount of money to reflect the required investigation and additional work created by the Affiliate having provided incorrect or incomplete details. Should NSUS not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect details of the Payment Account, this Agreement shall be terminated.

6.8 NSUS will apply a negative balance carry-over policy (the "Carry Over Policy"). The Carry Over Policy consists of the following two rules:

(i) in reaching the total Commission amount owed to the Affiliate in a calendar month NSUS shall calculate all Commissions, both positive and negative, generated by Real Money Players via the Site; and

(ii) in the event that at the conclusion of a calendar month the Commission generated by Real Money Players via the Site is a negative amount, NSUS shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive Commission amounts generated or any other payment payable to the Affiliate by any entity in NSUS's group or issue an invoice for such negative amount at our discretion.

6.9 NSUS reserves the right to convert the Commission Scheme applicable to the Affiliate to a different Commission Scheme by which the Affiliate is being, has been, or will be paid at any time during the Term on written notice to the Affiliate. NSUS will consult with the Affiliate before any conversion of the Commission Scheme applicable to the Affiliate to a different Commission Scheme. Continued participation in the Affiliate Scheme will be deemed acceptance by the Affiliate of any such conversion.

6.10 NSUS shall be entitled to set-off from the amount of Commission to be paid to the Affiliate any associated costs related to the transfer of such Commission.

6.11 If the Commission to be paid to the Affiliate in any calendar month is less than $1000 (the "Minimum Amount"), NSUS shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

6.12 NSUS reserves the right to reduce the Commission relating to the Site in the event that the Affiliate does not have any persons qualifying as Prospects on the Site or through the account associated with such Site, in three (3) consecutive calendar months.

6.13 NSUS shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by NSUS or any of its affiliated entities or commercial partners. In addition, NSUS shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by the Affiliate in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

6.14 The Affiliate's account is solely for the benefit of the Affiliate. The Affiliate shall not allow any third party to use its account, password or identity to access or use the Affiliate Scheme and the Affiliate shall be fully responsible for any activities undertaken on the Affiliate's account by any third party. The Affiliate will not reveal the Affiliate's account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate shall inform NSUS immediately if the Affiliate suspects that its account is being misused by a third party and/or any third party has access to the Affiliate's account username or password. For the avoidance of any doubt, NSUS shall not be liable for any activities undertaken on the Affiliate's account by a third party or for any damages that may arise therefrom.

6.15 NSUS reserves the right, at its sole discretion, to immediately cease all marketing and/or affiliate marketing efforts in the Territories, and will not be liable to pay the Affiliate any Commissions which have accrued to the Affiliate's benefit that are attributable to such territory. NSUS shall notify the Affiliate as soon as it is practicable to do so and in that event, the Affiliate shall also cease any and all marketing activities in that jurisdiction.

6.16 Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

7. Intellectual Property

7.1 NSUS grants to the Affiliate a limited, non-transferrable and non-sublicensable, non-exclusive, revocable licence to place the Links on the Affiliate Website(s) during the term of this Agreement, and, in connection with the Links only, to use the Licensed Materials.

7.2 The Affiliate is not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

7.3 The Affiliate may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, may not use the Licensed Materials without first submitting a sample of such proposed use toNSUS and receiving NSUS's prior written consent to such use.

7.4 The Affiliate is not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays NSUS or its affiliates negatively.

7.5 NSUS and its affiliates reserve all of the intellectual property rights in the Licensed Materials. NSUS may revoke the Affiliate's licence to use the Licensed Materials at any time by written notice to the Affiliate, whereupon the Affiliate shall immediately destroy or deliver up to NSUS all such materials that are in the Affiliate's possession. The Affiliate acknowledges that, except for the licence in the Licensed Materials granted to the Affiliate in accordance with the terms of Clause 10.1 the Affiliate has not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or the activities of the Affiliate under this Agreement. The licence granted to the Affiliate shall immediately terminate upon the termination of this Agreement.

8. Obligations Regarding the Affiliate Website(s) and Marketing Materials

8.1 The Affiliate shall use all reasonable commercial efforts to market and promote the Site and the products and services available on the Site and shall prominently display the Link Pages on the Affiliate Website(s).

8.2 The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website(s) and for all materials that appear on it. In particular, but without limiting the generality of the foregoing, the Affiliate shall:

1. ensure the proper functioning and maintenance of the Affiliate Website(s) and all Link Pages to the Site;
2. not alter any content provided by NSUS without NSUS's consent which may be withheld in its absolute discretion;
3. ensure that all news, offers and promotions in relation to the Affiliate Website(s) are current and up to date.

8.3 The Affiliate must not (and must ensure that the Affiliate Website(s) must not):

1. advertise the Site in any way not approved in advance by NSUS in writing;
2. market or promote the Site or use any of the Licensed Materials on any website, software, application or portal which infringes upon the intellectual property rights of any third party;
3. market the Site in such a way that could be considered to compete with NSUS's marketing of the Site including by means of the following activities: (i) the placement of Links on any Internet sites where the Company places advertisements for the Site; and (ii) the promotion of the Site by the Affiliate by way of keyword advertising with Internet search engines;
4. promote the Site by the Affiliate outside of the Territories (unless otherwise authorised by NSUS); this will include the promotion of the Site to audiences in prohibited jurisdictions whether via paid marketing or organic marketing efforts; and
5. contain any content taken from the Site or any materials which are proprietary to NSUS or its affiliates, except (i) with the Company's prior written permission, or (ii) the Links.

8.4 In relation to PPC and keyword bidding the Affiliate may not advertise (or make use in any search engine ads) or 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 NSUS's or its affiliate's trademarks or trade names from time to time, which includes but is not limited to the "Affiliate Scheme", "GGPoker", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the NSUS's group (collectively the "Group Website"). In addition, the Affiliate shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by NSUS from time to time or otherwise including, but not limited to, the words "All-In or Fold", "Rush & Cash", etc.

8.5 NSUS reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If NSUS determines at its sole discretion that such conduct is being practised, NSUS may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time terminate this Agreement with immediate effect.

8.6 The Affiliate will be solely responsible for the technical operation of the Affiliate Website(s) and the accuracy and appropriateness of materials posted on the Affiliate Website(s).

8.7 The Affiliate Website(s) must not register a domain name that includes, incorporates or consists of NSUS's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

8.8 On execution of this Agreement and as a continuing obligation throughout the Term, the Affiliate must inform NSUS of any domain names that the Affiliate owns which are in breach of the provisions of Clause 8.7. If NSUS becomes aware that the Affiliate has registered a domain name in breach of the provisions of Clause 8.7 it will be required to transfer the domain name to NSUS or an entity nominated by NSUS promptly and free of charge. The Affiliate's obligation to transfer domain names registered in breach of clause 8.7 extends to domain names registered prior to the date of this Agreement. Until the domain name has been transferred to NSUS (or its nominee) the Affiliate must maintain the domain name registration and not allow it to lapse. NSUS may, in its sole discretion, withhold all Commission payments that may be due to the Affiliate until the domain name is transferred.

8.9 The Affiliate must not use any unsolicited or spam messages to promote the Site. In the event NSUS receives a complaint that the Affiliate has been sending spam messages, NSUS shall be permitted to provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint. The details which we may provide to the party making the complaint, include the Affiliate's name, email address, bricks and mortar address and telephone number. Any continued activity in breach of the obligations of this Clause 8.9 shall be deemed to be a material breach of this Agreement entitling NSUS to immediately terminate this Agreement.

8.10 The Affiliate must ensure that the Affiliate Website(s) and any related marketing materials or communications comply:

1. with all Applicable Laws; and
2. with the the Policies of NSUS, and any other industry standards and codes of practice which NSUS adheres to; and
3. With any directions provided by NSUS, including but not limited to any directions to avoid undesirable or socially irresponsible material, any spyware, adware or other unwanted threats, or any other gambling activity targeted towards customers but which are not duly licensed by a competent authority;

NSUS shall be entitled to immediately terminate this Agreement if the Affiliate is in breach of any part of this Clause 8.10.

8.11 The Affiliate must comply with all the following restrictions:

1. Coronavirus: the Affiliate Website(s) must not advertise content or provide links that promote or encourage gambling and/or playing poker during the COVID-19 pandemic. The Affiliate is specifically prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling is a feasible activity to pass time during the COVID-19 pandemic.

2. The restrictions contained in Clause 4 of this Agreement.
3. Time sensitive calls to action: the Affiliate Website(s) must not advertise or display content or links in such a way that may create an urgency amongst people by using terms such as “bet now”, “urgent”, “limited time offer”, “hurry” etc. urging people to quickly act on an ad to be directed to our website;
4. The Affiliate must not carry out any direct marketing activities on behalf of NSUS with respect to the Site or GGPoker; and
5. All marketing activities must be obviously identifiable as an advertisement and clearly marked as “#ad”;

8.12 To the extent applicable the Affiliate must incorporate any key word black list indicated by NSUS, the Regulatory Authorities or any other relevant industry body or regulator from time to time during the Term in all relevant marketing and promotion campaigns. It is the responsibility of the Affiliate to ensure it is informed in relation to the status of the publication of any keyword blacklist (and any amendments and updates thereto) during the Term.

8.13 NSUS reserves the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate Website(s) and other web pages.

8.14 The Affiliate undertakes to immediately comply with all instructions and guidelines provided by NSUS or published on the Affiliate Information Site in relation to the Affiliate’s marketing and promotional activities in connection with the Site including, without limitation, any instruction received from NSUS requesting the Affiliate to post on the Affiliate Website(s) information regarding new features and promotions on the Site.

8.15 If the Affiliate is in breach of any of the provisions of this Clause 8, NSUS shall have the right to terminate this Agreement immediately on notice to the Affiliate and to retain for its own account any Commission accrued to the Affiliate’s benefit as at the date of termination.

8.16 The Affiliate indemnifies and holds NSUS, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of the Affiliate Website(s) or any materials, products or services linked to therein and any breach of the Affiliate’s obligations in Clause 8.11. The Affiliate acknowledges that its conduct as an Affiliate has the potential to cause substantial damage to NSUS’s and the Site’s reputation and goodwill, and the Affiliate undertakes that at all times it considers the goodwill and reputation of NSUS in the provision of services and the marketing activities to be undertaken by the Affiliate.

9. Use of Personal Information

9.1 For the purposes of this Agreement, the terms “controller”, “data subject”, “personal data”, “process”, “processing” and “processor” shall each have the meaning given to them in the Data Protection Legislation.

9.2. The Affiliate represents, warrants and agrees that:

9.2.1 it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;

9.2.2 any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that NSUS may have in respect of its own marketing;

9.2.3 all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;

9.2.4 Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded, and it will not send any direct marketing to Prospects and Real Money Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where NSUS has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) where a player has self excluded; or (iv) who are under eighteen years of age, or are vulnerable; and

9.2.5 it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players’ personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

9.3 The Affiliate shall notify NSUS immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 9.

9.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

9.5 The Affiliate shall notify NSUS immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the

Affiliate, in respect of affiliate marketing, direct marketing or the Affiliate's processing of any Prospects and Real Money Players' personal data.

9.6 The Affiliate hereby indemnifies NSUS against all costs, claims, fines, group actions, damages and expenses incurred by NSUS due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this Agreement and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 9.

9.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by NSUS for the following purposes:

9.7.1 to comply with relevant regulations regarding the Affiliate's registration with NSUS, including verifying the information which the Affiliate provides to it;

9.7.2 to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;

9.7.3 to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and

9.7.4 for any other purpose which is necessary for the performance of NSUS's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to NSUS.

9.8 The Affiliate further acknowledges that its personal information as set out in clause 9.7 above may be disclosed by NSUS to relevant third parties for such purposes, including (without limitation) to:

9.8.1 identity and/or age verification agencies, and/or credit checking agencies;

9.8.2 relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with NSUS in respect of any such investigations of activities which it or any such third party may carry out;

9.8.3 other companies within the same group of companies as NSUS.

10 Termination and effect of termination

10.1 Either Party may terminate this Agreement at any time on written notice to the other.

10.2 If NSUS terminates for the material breach of the Affiliate, it shall be entitled to retain any accrued Commission due to the Affiliate as at the date of termination. In all other instances of termination, NSUS will calculate the final payment of Commission due to the Affiliate and will pay the Commission no later than 60 days after the date of termination (to allow sufficient time to properly calculate all sums due to the Affiliate). Following the termination of this Agreement and payment to the Affiliate of all Commissions due at such time of termination, no further payments of Commission shall be due to the Affiliate from NSUS.

10.3 Upon the termination of this Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by NSUS and/or provided by or on behalf of NSUS to the Affiliate pursuant to this Agreement or in connection with the Affiliates Scheme.

11. Fraud/Anti-Bribery

11.1 Any incidence of Fraud on the part of the Affiliate constitutes a material breach of this Agreement. In case of such breach, NSUS retains the right to terminate this Agreement immediately and the Affiliate shall not be entitled to receive any Commissions which have accrued to the Affiliate's benefit at such time in relation to the same whether such Commissions were generated through Fraud or otherwise. NSUS also retains the right to set-off from future Commissions payable to the Affiliate any amounts already received by the Affiliate which can be shown to have been generated by Fraud. The Affiliate is urged to provide accurate details in regard to the manner and information relating to its preferred method of receiving Commissions and NSUS shall not be held liable for the Affiliate's delayed receipt of Commissions due to the provision of inaccurate details.

11.2 For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by the Affiliate or a third party of bonus abuse on the part of the Real Money Players; (ii) a fraudulent chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account to play on the Site in breach of the terms of this Agreement; (v) the offering or providing by the Affiliate or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by the Affiliate or by a Real Money Player which is reasonably understood to have

been committed in bad faith against NSUS regardless of whether or not such action has resulted in any type of harm or damage to NSUS.

11.3 NSUS is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy"), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all Applicable Laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing the Affiliate's services under this Agreement, the Affiliate undertakes to comply with all Applicable Laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined in this Agreement) or otherwise.

11.4 The Affiliate must at all times comply with the Company's Anti-Bribery and Corruption Policy and a failure to do so shall be a material breach of this Agreement.

12. Variations

12.1 NSUS may vary or modify any of the provisions contained in this Agreement. It shall notify the Affiliate of any such variations by posting a notice of the change of terms on the Affiliate Information Site. The continued use by and participation on the Affiliates Scheme by the Affiliate will be deemed to be acceptance of the variations. If the Affiliate does not accept the variations to the terms of this Agreement, it should terminate this Agreement and cease its participation in the Affiliates Scheme.

12.2 It is the responsibility of the Affiliate to ensure that it reviews the Affiliate Information Site on a regular basis to check whether any variations or modifications have been made to the terms of this Agreement.

13. Limitation of Liability

13.1 NSUS shall not be liable to the Affiliate for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the Affiliate's participation in the Affiliates Scheme.

13.2 The aggregate liability of NSUS arising with respect to this Agreement will not exceed the total Commissions paid or payable to the Affiliate under this Agreement.

13.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence.

14. Relationship of Parties

14.1 The Affiliate and NSUS are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

15. Disclaimers

15.1 NSUS makes no express or implied warranties or representations with respect to the Affiliates Scheme or the Affiliate Information Site (including without limitation and to the extent permitted by law warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, NSUS makes no representation that the operation of the Site or the Affiliate Information Site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

16. Confidentiality

16.1 If NSUS designates any information that it provides to the Affiliate as “Confidential” the Affiliate shall keep any such information strictly confidential and secret and shall not use it, directly or indirectly, for any purpose except as expressly authorised by NSUS. The obligations under this Clause 16 shall not apply to the extent that any such information is generally known or available to the public or if the same is required by law or legal process. The contents of this Agreement shall be deemed Confidential, unless otherwise made public by NSUS.

17. Indemnification

The Affiliate indemnifies, and holds harmless NSUS, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses (including loss of future revenue), liabilities, damages, expenses, fines, penalties (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by the Affiliate or any representation or warranty made by the Affiliate; or (ii) any claim related to the Affiliate Website(s), or (iii) any claim related to the Affiliate’s entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

18. Entire Agreement

The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

19. Independent Investigation

The Affiliate acknowledges that it has read this Agreement and has had an opportunity to consult with its own legal advisors. The Affiliate has independently evaluated the desirability of participating in the Affiliates Scheme and is not relying on any representation, guarantee or statement made by NSUS or otherwise other than as set forth in this Agreement.

20. Miscellaneous

20.1 Without prejudice to the applicability of Applicable Law, this Agreement and any matters relating hereto shall be governed by, and construed in accordance, with the laws of Malta. The courts of Malta will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

20.2 The Affiliate may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

20.3 NSUS's failure to enforce the strict performance by the Affiliate of any provision of this Agreement will not constitute a waiver of NSUS's right to subsequently enforce such provision or any other provision of this Agreement.

20.4 Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a Maltese court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

20.5 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

21. Language Discrepancies

21.1 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

Appendix 1 - Commission Scheme

Commissions due to the Affiliate shall be calculated in accordance with the following principles.

Definitions

“**Gross Revenues**” means Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots),

"**Net Revenue**" means Gross Revenues less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees, and applicable fees attributable to social media) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

“**CPA Commission**” means a one-time payment for each Real Money player registered on GGPoker, subject to certain conditions as mentioned below.

“**Revenue Share Commission**” means the Affiliate’s total share of Net Revenues accrued per vertical during the previous calendar month, subject to certain conditions as mentioned below.

“**Flat Fees Commission**” means a fixed amount of commission for every month, subject to certain conditions as mentioned below.

The following are the Commission Structures for the payout of the Commission to the Affiliate effective from the Effective Date:

1. **CPA Commission** - A one-time, pre-determined fee shall be paid per new player in the previous calendar month, subject to the following conditions:
    a. The Real Money Player reaches the minimum deposit amount as indicated by NSUS; AND
    b. The Real Money Player generates the minimum Net Revenue, as indicated by NSUS.

    OR

2. **Revenue Share Commission** - A percentage of the Net Revenue generated by a Real Money Player referred to by the Affiliate during the term of the Commission Structure, as indicated by NSUS;

    OR

3. **Any hybrid set-up**, as may be communicated by NSUS**.**

Applicable: For Affiliates Operating Everywhere but UK, Ontario, NL Germany & Malta

“Affiliate Terms and Conditions”

GG International Limited

Introduction

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between GG International Ltd. (the "Company" or "we" or "us" or "our"), and you, regarding your application to participate as an affiliate (an "Affiliate", "you" and "your") of the Company in its Affiliates scheme (the "Affiliates Scheme"). As an affiliate, your role will be to promote the GGPoker brand. By accepting the terms and conditions of this Agreement, you are entering a legally binding agreement with us. The Company operates the website called www.ggpoker.com (the “Site”) under a license by the Isle of Man Gambling Supervision Commission (GSC).

1. Affiliates Application and Enrolment

1.1. To become an Affiliate within the Affiliates Scheme, you will have to complete the Affiliates application. We will evaluate your application and, provided your application is acceptable, notify you of your acceptance to the Affiliates Scheme. We shall have the right at our sole discretion to reject your application to the Affiliates Scheme at any time.

1.2. We may reject your application or terminate this Agreement with immediate effect, if we determine, in our sole discretion, that your marketing methods (including websites, emails, applications, all as indicated in your application) (collectively the "Affiliate Websites") are not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Websites that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains: (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues or (v) any unlawful behaviour or conduct. Similarly, we shall reject your application or terminate this Agreement if we determine, in our sole discretion, that any of your Affiliate Websites are designed to appeal to minors.

1.3. The Company is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. Therefore, we shall reject your application or immediately terminate this Agreement if we deem, at our sole discretion, that any of your Affiliate Website(s) are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware.

1.4. The Company is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy "), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing your activities under this Agreement, you undertake to comply with all applicable laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined below) or otherwise. We shall reject your application or immediately terminate this Agreement if we determine, in our sole discretion, that any of your activities do not fully comply with our Anti Bribery and Corruption Policy.

1.5. You shall have no right to appeal any decision by the Company to reject your application.

1.6. The Company reserves the right to perform background checks on you and request any relevant documentation, for any reason, including (but not limited to) any investigation into your identity, personal history, registration details, such as name, address and age and your financial transactions and financial standing. The Company is under no obligation to advise you that such investigation is taking place. Such activities may include the use of specific third-party companies, who perform the investigations as required. The Company may decide at its sole discretion to terminate this Agreement on the basis that such an investigation provides a negative or uncertain conclusion. The documents requested by us shall typically include an identity card, certificate of incorporation or anything analogous thereto and proof of address. If deemed necessary, the Company may request that the said document copies are notarized by a Public Notary. In the event our requests for documents are not completed or if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid and we may withhold any past or future Commissions which have accrued or which shall accrue to your benefit as well as reject your application or terminate this Agreement with immediate effect.

2. Protection of Minors

2.1. Persons under the age of 18 are not allowed to register with or play on the Site. The Site is not designed to attract children or adolescents, and we take strict measures to block underage persons from registering with the Site. Therefore, we shall reject your application if we determine, at our sole discretion, that any of your Affiliate Website(s) are designed to appeal to minors and, as such, are not suitable for the Affiliates Scheme.

2.2. All our partners that promote our business should set-rules on online child protection, including the promotion of the responsibility of parents to restrict access to gambling sites from devices used by minors whether these are accessed personally or with others.

3. Links and Promotions

3.1. In the event of your acceptance as an Affiliate, we will make available to you banner advertisements, button links, text links and other content as determined by the Company which will be associated with you on our system, all of which shall relate and link specifically to the Site (collectively referred to hereinafter as the "Links"). You may display such Links on your Affiliate Website(s), provided you abide by the terms and conditions of this Agreement and that you possess the legal right to use the Affiliate Website(s) in relation to the Affiliate Scheme.

3.2. In using the Links, you agree that you will cooperate fully with us in order to establish and maintain the Links. If during the term of this Agreement you wish to place the Links on websites other than the Affiliate Website(s) you must request and receive the Company's prior written permission for the placement of the Links on such alternative websites before placing any such Links (where permission is granted, such alternative websites shall then become Affiliate Website(s) for the purposes of this Agreement).

3.3. You may not modify a Link or any GGPoker-branded content, unless you have received prior written consent from the Company to do so. In the event that we determine that your use of any Link is not in compliance with the terms of this Agreement, we may take such measures as

to render such Links inoperative. You may not advertise the Site in any way not approved in advance by the Company in writing including, without limitation, the use of spam messages.

3.4. In addition to your use of Links you may promote the Site by means of publication of bonus codes (each a "Promotion" and collectively the "Promotions"). Your activities in relation to a Promotion shall be strictly in accordance with the Company's or its affiliate's relevant guidelines as such shall exist and be amended from time to time. Your offering of a Promotion at any time shall be conditional on your receipt of prior written approval from the Company for the Promotion and in the event that you do not receive our approval in relation to a Promotion, you shall not be permitted to receive any Commissions generated on account of Real Money Players, as defined below, in relation to such unapproved Promotion. You have to ensure that you do not use or display any expired Link for a Promotion on any Affiliate Website(s).

3.5. You will not market or promote the Site or use any of the Licensed Materials (as defined below) on any website, software, application or portal which infringes upon the intellectual property rights of any third party.

3.6. You shall refrain from marketing the Site in any way which might compete with our own marketing efforts, unless you have received written approval from us in such regard. By way of example, the following activities will be considered to be activities, which if undertaken by you, would compete with our own marketing efforts and are prohibited hereunder: (i) the placement of Links on any Internet sites on which we place advertisements for the Site; (ii) the promotion of the Site by you by way of keyword advertising with Internet search engines; (iii) The promotion of the Site by you outside of the jurisdictions in which you have been authorized to go to market; this will include the promotion of the Site to audiences in prohibited jurisdictions via social media channels, whether via paid marketing or organic marketing efforts.

3.7. Your breach of the foregoing provisions will constitute a breach of this Agreement, and the Company retains full authority to: (i) terminate this Agreement immediately in the event of such breach and (ii) retain for its own account any Commission accrued to your benefit at such time and thereafter.

3.8. In relation to PPC and keyword bidding it is hereby made clear that you may not advertise (make use in any search engine ads) or 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 or its affiliate's trademarks or trade names from time to time, which includes but is not limited to "GGPoker", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the Company's group (collectively the "Group Website"). In addition, you shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by the Company from time to time or otherwise including, but not limited to, the words "GGPoker", “All-In or Fold”, “Rush & Cash”, etc.

4. Prospects and Real Money Players

4.1. A "Prospect" shall mean a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by you on your Affiliate Website(s) or otherwise distributed by you in accordance with this Agreement, opens a new user account with the Site and makes the required minimum deposit. Notwithstanding the foregoing, players who received a first money transfer into their account from a third party shall not be required to make

a minimum deposit in their new user account prior to becoming a Prospect (such players however shall not be counted for payments associated with CPA trackers or hybrid trackers and shall not contribute to any tranche associated with progressive revenue share schemes).

4.2. A "Real Money Player" is a Prospect who in addition has:

(i) For CPA trackers and CPA component in hybrid trackers: (a) been promptly verified and approved in accordance with applicable regulatory requirements, including any applicable age or ID verification; (b) has a Gross Revenue of at least $10; and (c) meets any other qualifications based on gaming activity which we may add from time to time per territory at our discretion; (ii) For Revenue Share trackers: plays on the Site.

4.3. Neither you nor your relatives are eligible to become Prospects or Real Money Players and should you or they do so you will not be eligible to receive the Commission and such attempt on your part shall be considered a fraudulent act against the Company. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling.

4.4. The number of Prospects per individual household computer is strictly limited to one.

4.5. The Company’s measurements and calculations in relation to the number of Real Money Players and the relevant Gross Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal.

4.6. We shall make the number of your Real Money Players and the relevant Gross Revenue figures available to you through the Affiliates Information Site. It should be noted that the Affiliates Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. Such data is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliates Information Site and the Company's records, the Company's records shall govern. To permit accurate tracking, reporting and commission accrual, you must ensure that the Links between your Affiliate Websites and the Site is properly formatted throughout the term of this Agreement.

5. Commissions

5.1. The commission scheme shall be as set out by the GGPoker (the "Commission"), and may be modified in accordance with the terms of this Agreement. For any scheme containing a revenue share component, you will receive the applicable percentage of Net Revenue as such term is defined below and subject to the terms herein.

5.2. The term “Gross Revenue” shall mean Real Money Players' contribution to poker table game rake and poker tournament fees (excluding the prizes) plus the sum of Real Money Players' settled wagers/stake on non-poker games (excluding any contributions to progressive jackpots). The term "Net Revenue" shall mean Real Money Players' Gross Revenue less the winnings of Real Money Players on non-poker games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any Tournament Overlays, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving a Real Money Player), less any third party fees (including payment processing fees, any end-user verification

and validation fees, software royalties and any game content fees, and applicable Facebook fees) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

5.3. A Real Money Player's contribution to the "Rake" generated by each cash game hand shall be determined by reference to the following equation: (Total $ contributed to the pot by the Real Money Player / Total $ in the pot) * Total Rake for the hand *.

5.4. Notwithstanding the foregoing, we reserve the right to change the "rake" allocation model from time to time and may do so with respect to all Real Money Players, both existing and new.

5.5. "Tournament Overlay" refer to the applicable portion as determined by the Company of the total sum of shortfalls (if any) between the guaranteed prize and the total prize pool collected from the participants of any guaranteed poker tournament (including free-rolls, network shared tournaments, and tournaments set up at the Affiliate's request and agreed by the Company).

5.6. For avoidance of doubt, the Company shall be under no obligation to pay any commissions under any Commission scheme with respect to Real Money Players which were blocked or suspended by the Company for any reason (including for reasons of fraud or any failure to validate the end-user account). However, the Company may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

5.7. Notwithstanding the foregoing, you acknowledge and agree that a different payment scheme may apply to other Affiliates who are already being paid by the Company in accordance with an older or alternative payment scheme or in other particular cases as determined at the Company's sole discretion from time to time.

5.8. Subject to all other terms of this Agreement, all Commissions shall be paid to you on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to you as per your preferred payment method and to the account detailed by you as part of your application process (the "Payment Account"). It is your responsibility to ensure that the details provided by you are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide the Company with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect Payment Account, the Company shall no longer be liable to you for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commissions to you, the Company reserves the right to subtract from the Commissions due to you an amount of money to reflect the required investigation and additional work created by you having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect details of your Payment Account or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Commission payments and will no longer be liable to pay such Commission.

5.9. The Company reserves the right to request that you provide the Company with written documentation verifying all your beneficiaries and Payment Account at any time, including upon registration and when any change is made relating to your Payment Account. The Company is

not obligated to make any payments until verification is completed to its satisfaction. If the Company believes at its sole discretion that you have failed to provide it with such verification, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time or thereafter.

5.10. The Company reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If we determine at our sole discretion that such conduct is being practiced, we may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time and thereafter and terminate this Agreement with immediate effect.

5.11. Where you earn your Commission in accordance with the revenue share schemes as set out above the Company will apply a negative balance carry-over policy (the "Policy"). The Policy consists of the following two rules : (i) in reaching the total commission amount owed to you in a calendar month the Company shall calculate all commissions, both positive and negative, generated by Real Money Players via our Site; and (ii) in the event that at the conclusion of a calendar month the commission generated by Real Money Players via our Site is a negative amount, we shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive commission amounts generated or any other payment payable to you by any entity in the Company's group or issue an invoice for such negative amount at our discretion.

5.12. The Company hereby retains the right to convert the commission scheme by which you are being, have been, or will be paid.

5.13. The Company shall be entitled to set-off from the amount of Commission to be paid to you any associated costs related to the transfer of such Commission.

5.14. In the event that the Commission to be paid to you in any calendar month is less than $1000 (the "Minimum Amount"), the Company shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

5.15. The Company reserves the right to reduce your Commission relating to our Site in the event that you do not have any persons qualifying as Prospects on our Site or through the account associated with such Site, in three (3) consecutive calendar months.

5.16. The Company retains the right to review all commissions for possible Fraud, whether such Fraud is on the part of the Real Money Player, on the part of a Sub-Affiliate, or on your part. In any period of time during which the Company reviews commissions for possible Fraud, such review period not to exceed 180 days, the Company shall have the right to withhold any Commission accrued in your favour, such Commissions not to be paid until such time as the review has been concluded.

5.17. Any incidence of Fraud on your part constitutes a breach of this Agreement. In case of such breach, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time in relation to the same whether such Commissions were generated through Fraud or otherwise. The Company also retains the right to set-off from future Commissions payable to you any amounts already received by you which can be shown to have been generated by

Fraud. You are urged to provide accurate details in regard to the manner and information relating to your preferred method of receiving Commissions and the Company shall not be held liable for your delayed receipt of Commissions due to your provision of inaccurate details.

5.18. For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by you or a third party of bonus abuse on the part of the Real Money Players; (ii) a chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account in breach of the terms of this Agreement; (v) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by you or by a Real Money Player which is reasonably understood to have been committed in bad faith against the Company regardless of whether or not such action has resulted in any type of harm or damage to the Company. In the event of fraudulent activity on your part, the Company shall have the right to immediately block your account and forfeit any past and future Commissions which have accrued to your benefit.

5.19. For the avoidance of doubt, it is hereby stated by the Company and agreed by you that the Commissions which the Company shall pay to you shall relate solely to the Poker product which you directly advertise via the Links. The Company shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by the Company or any of its affiliated entities or commercial partners. In addition, the Company shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by you in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

5.20. Your account is solely for your benefit. You shall not allow any third party to use your account, password or identity to access or use the Affiliates Scheme and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform the Company immediately if you suspect that your account is being misused by a third party and/or any third party has access to your account username or password. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on your account by a third party or for any damages that may arise therefrom.

5.21. The Company reserves the right, at its sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay you any Commissions which have accrued to your benefit that are attributable to such jurisdictions, without notice to you.

5.22. Inactive Affiliates' accounts and effects of suspension — Affiliate acknowledges and understands that upon successful onboarding of an Affiliate, Company will create an Affiliate's account on its affiliate management website, which shall be used to exchange information and track progress thereof.

5.23. Any Affiliate's account that has been inactive for a consecutive ninety (90) days, i.e. the account has not directed any first time depositors within the terms of this Agreement, will be deemed an "Inactive Account" by the Company.

5.24. Company reserves the right to suspend an Inactive Account in its sole discretion upon delivering a notice to the Affiliate. Company may also deliver a reminder notice after 14 days of suspending an Inactive Account.

5.25. As provided in s.5.14, an Affiliate shall only be entitled to withdraw from their Affiliate's account an amount equal to or greater than the Minimum Amount. Notwithstanding anything to the contrary in this Agreement, and regardless if the unclaimed amount is less than the Minimum Amount, any amount accrued in the Inactive Account upon suspension ("Unclaimed Amount") will remain withdrawable for a period of one (1) year from the date of suspension. Thereafter, Affiliate will not have any right to the Unclaimed Amount, and Company reserves the right in its sole discretion to take appropriate measures or actions to dispose off any Unclaimed Amount.

5.26. Affiliate acknowledges that the Company shall not be liable for any damages, loss of profits, or any other claims arising from the suspension of an Inactive Account.

5.27 Notwithstanding any separate agreement to the contrary, all Affiliates must generate no less than five (5) new depositing Real Money Players within a calendar month ("Min Depositing Real Money Player Threshold"). In the event that an Affiliate does not meet this Min Depositing Real Money Player Threshold in any calendar month, the Affiliate's Commission may be reduced to 15% at the sole discretion of the Company.

In the alternative, in the event that an Affiliate displays consistent growth over a period of time, the Affiliate may qualify for a Commission increase at the sole discretion of the Company.

It should be noted that a new Affiliates (i.e. less than six (6) months since approval) will not be subject to any such Min Depositing Real Money Player Threshold.

6. Intellectual Property

6.1. In the event of your acceptance to the Affiliates Scheme, we shall grant you a non-transferrable, non-exclusive, revocable license to place the Links on your Affiliate Websites during the term of this Agreement, and solely in connection with the Links, to use the GGPoker brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links (collectively, "Licensed Materials"), solely for the purpose of promoting the Site.

6.2. You are not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

6.3. You may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, you may not use the Licensed Materials without first submitting a sample of such proposed use to us and receiving our prior written consent to such us.

6.4. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays the Company or anyone else negatively.

6.5. The Company and its affiliates reserve all of the intellectual property rights in the Licensed Materials. We may revoke your license to use the Licensed Materials at any time by written notice to you, whereupon you shall immediately destroy or deliver up to us all such materials

that are in your possession. You acknowledge that, except for the license which may be granted to you in connection hereto, you have not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or your activities hereunder. The aforementioned license shall terminate upon the termination of this Agreement.

7. Obligations Regarding Your Affiliate Websites and Marketing Materials

7.1. You will be solely responsible for the technical operation of your Affiliate Website(s) and the accuracy and appropriateness of materials posted on therein.

7.2. You agree that your Affiliate Website(s) will not, in any way, copy or resemble the look and feel of the Site (or any part thereof), nor will you create the impression that any of your Affiliate Websites are any of the Site (or any part thereof).

7.3. You also agree that none of your Affiliate Website(s) will contain any content of the Group Website or any materials which are proprietary to the Company or its affiliates, except (i) with our prior permission, or (ii) the Links. In particular, you are not permitted to register a domain name that includes, incorporates or consists of the Company's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

7.4. On execution of this Agreement and as a continuing obligation, you will inform the Company of any domain names you own which are in breach of the foregoing. Once we become aware that you have registered a breaching domain name you will be informed and required to transfer the domain name to us or an entity nominated by us, forthwith and free of charge. Your obligation to transfer domain names registered in breach of this clause extends to domain names registered prior to the date of execution of this agreement. Until the domain name has been transferred to the nominated company you will not allow the domain name registration to lapse. We may, in our sole discretion, withhold all Commission payments that may be due to you until the domain name is transferred.

7.5. You will not use any unsolicited or spam messages to promote the Site. In the event we receive a complaint that you have been sending spam messages, you hereby agree that we may provide to the party making the complaint any details required for the complaining party to contact you directly in order for you to resolve the complaint. The details which we may provide to the party making the complaint, include your name, email address, bricks and mortar address and telephone number. You hereby warrant and undertake that you will cease sending spam messages and make every effort to resolve the complaint. In addition, we reserve all of our rights in this matter including without limitation the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and to set off or charge you for all claims, damages, expenses, costs, fines incurred or suffered by us in relation to this matter. Nothing stated or omitted herein shall in any manner prejudice any of our rights.

7.6. You will ensure that your Affiliate Websites and any related marketing materials or communications comply with all applicable laws, regulations, codes of conduct, rules, conditions and directives, do not contain any spyware, adware or other unwanted threats and do not infringe any right of any third party, including intellectual property rights, directly or indirectly. If your Affiliate Websites or any related marketing materials or communications are found to breach or infringe any of the above or contain any spyware, adware or other unwanted threats, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme

immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.7 You will ensure that your Affiliate Websites and any related marketing materials or communications are in compliance with The Online Gambling (Advertising) Regulations, 2007, and the Online Gambling Regulation Act, 2001, and such other laws & regulations as applicable.

7.8 You undertake to comply with all the restrictions listed below;

a) Age-Gated Games - You will ensure that your Affiliate Websites do not advertise any contents or links of casino games which target and/or pose a risk to the under-18s or contain contents which exploit the susceptibilities. aspirations, credulity, inexperience of young people and other vulnerable persons.

b) Coronavirus: You will ensure that your affiliate websites do not advertise any contents or links that promote or encourage gambling and/or playing poker during the ongoing COVID-19 pandemic. You specifically are prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling as a feasible activity to pass time during the COVID-19 pandemic.

c) Life Changing Terms: You will ensure that your affiliate websites do not advertise any contents or links that will imply that gambling will change their life for the better or that gambling is a source of earning money quickly.

d) Responsible Gaming and 18+ content and links: You will ensure that your affiliate websites must contain signposting with link to pages explaining about Responsible Gambling eg. a link to the begambleaware page https://www.begambleaware.org/. Additionally an 18+ warning must be displayed on all webpages of the affiliate website.

e) Self-exclusion Terms: You will ensure that your affiliate websites do not advertise any contents or links that target such persons who have previously self-excluded on GAMSTOP by using terms such as “not blocked by GAMSTOP”, “for self-excluded persons”, “non GAMSTOP” etc. which would entice such vulnerable persons who have previously self-excluded to commence gambling again.

f) Time sensitive calls to action: You will ensure that your affiliate websites do not advertise or display any contents or links in such a way that may create an urgency amongst people by using terms such as “bet now”, “urgent”, “limited time offer”, “hurry” etc. urging people to quickly act on an ad to be directed to our website.

7.9. We reserve the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate websites and other web pages. If any content or links displayed on an Affiliate website is found to be in contravention of any of the terms mentioned above or any part of this policy, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.10 You undertake to immediately comply with all instructions and guidelines provided by the Company or published on the Affiliate Information Site in relation to your activities in marketing and promoting the Site including, without limitation, any instruction received from the Company requesting you to post on the Affiliate Websites information regarding new features and promotions on the Site. If you are in breach of the foregoing, we reserve the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.11. You will indemnify and hold the Company, any associated company operating a website for the GGPoker brand, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of your Affiliate Websites or any materials, products or services linked to therein. You hereby acknowledge that your conduct as an Affiliate has the potential to cause substantial damage to the Company's and the Site's reputation and goodwill, and you undertake that at all times consider the goodwill and reputation of the Company and the Site and to act in an appropriate manner.

7.12 You undertake to comply and follow the marketing and advertising policies of the Company, as provided under Annexure A of this Policy.

8. Term

8.1. The term of this Agreement will begin upon your acceptance to the Affiliates Scheme as an Affiliate and will end when terminated by either Party. At any time, either Party may immediately terminate this Agreement, with or without cause, by giving the other Party written notice of termination, where such notice may be served via fax or email.

8.2. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

8.3. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licenses or created by us and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the Affiliates Scheme. Following the termination of this Agreement and our payment to you of all Commissions due at such time of termination, we shall have no obligation to make any further payments of Commissions to you.

9. Modification

9.1. We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. You agree that posting a change of terms notice or a new agreement on our Affiliates Information Site is considered sufficient provision of notice and such modifications shall be effective as of the date of posting.

9.2. Modifications may include, but are not limited to, changes to the Site, the scope of available commission fees, commission schedules and payment procedures. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued participation in the Affiliates Scheme following our posting of a change notice or a new

agreement on our Affiliates Information Site will constitute a binding acceptance by you of the change. Due to the above, we advise you to frequently visit the Affiliates Information Site and review the terms and conditions of this Agreement.

10. Limitation of Liability

10.1. We will not be liable for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or your participation in the Affiliates Scheme, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total Commissions paid or payable to you under this Agreement.

11. Relationship of Parties

11.1. You and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

12. Disclaimers

12.1. We make no express or implied warranties or representations with respect to affiliates scheme or the affiliates information site (including without limitation warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the site or the affiliates information site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

13. Representations and Warranties

13.1. You hereby represent and warrant to us the following: (i) you have accepted the terms and conditions of this Agreement, which creates legal, valid and binding obligations on you, enforceable against you in accordance with its terms; (ii) all the information provided by you with regards to your application to the Affiliate Scheme are true and accurate; (iii) such acceptance and the performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which you are subject to; (iv) you have, and will have throughout the term of this Agreement, all approvals, permits and licenses (which includes but is not limited to any approvals, permits and licenses necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement and (v) you are an adult of at least 18 years of age.

13.2. You further represent that you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfill your obligations hereunder without violating any applicable rule of law.

14. USE OF PERSONAL INFORMATION

14.1 For the purposes of this Agreement, the terms “controller”, “data subject”, “personal data”, “process”, “processing” and “processor” shall each have the meaning given to them in the Data Protection Legislation.

14.2 The Affiliate represents, warrants and agrees that:

f) it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;
g) any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that the Company may have in respect of its own marketing;
h) all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;
i) it will not send any direct marketing to Prospects and Real Money Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where the Company has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded; and
j) it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players’ personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

14.3 The Affiliate shall notify the Company immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 12.

14.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

14.5 The Affiliate shall notify the Company immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of direct marketing or the Affiliate’s processing of any Prospects and Real Money Players’ personal data.

14.6 The Affiliate hereby indemnifies the Company against all costs, claims, fines, group actions, damages and expenses incurred by the Company due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this clause 12 and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate’s liability under this clause 12.

14.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by the Company for the following purposes:

e) to comply with relevant regulations regarding the Affiliate's registration with the Company, including verifying the information which the Affiliate provides to it;
f) to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;
g) to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and
h) for any other purpose which is necessary for the performance of the Company's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to the Company.

14.8 The Affiliate further acknowledges that its personal information as set out in clause 12.7 above may be disclosed by the Company to relevant third parties for such purposes, including (without limitation) to:

c) identity and/or age verification agencies, and/or credit checking agencies;
d) relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with the Company in respect of any such investigations of activities which it or any such third party may carry out.

15. Confidentiality

All non-public, confidential, or proprietary information of Company ("**Confidential Information**"), including, but not limited to correspondence, marketing plans, business data, business, player information, pricing, discounts, rebates, incentives, terms of sponsorship/endorsement or any other items relevant to this Agreement disclosed by Company to Affiliate, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for Affiliate's use in performing this Agreement and may not be disclosed or copied unless authorized by Company in writing, with the exception of Affiliate's professional advisors. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Affiliate's breach of this Agreement; (b) is obtained by Affiliate on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Affiliate establishes by documentary evidence, was in Affiliate's possession prior to Company's disclosure hereunder. Upon Company's request, Affiliate shall promptly return all documents and other materials received from Company. Notwithstanding anything to the contrary, Affiliate shall indemnify Company for any damages attributable to Affiliate for any breach of this Section 14. Moreover, Company shall be entitled to injunctive relief for any violation of this Section 14.

16. Indemnification

16.1. You hereby agree to indemnify, defend and hold harmless the Company, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect

thereof) arise out of or are based on (i) the breach of this Agreement by you or any representation or warranty made by you herein; or (ii) any claim related to your Affiliate Website(s), or (iii) any claim related to your entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

17. Entire Agreement

17.1. The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

18. Independent Investigation

18.1. You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliates Scheme and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

19. Miscellaneous

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

19.2. Without derogating from the rights of the Company under this Agreement and/or by law, the Company may set off any amount which you owe to it pursuant to this Agreement and/or by law from any sum that you are entitled to receive from the Company, from whatever source.

19.3. You may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

19.4. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in. We will notify you of any such transfer, assignment, sublicense or pledge by publishing the new version of this Agreement on the Affiliates Information Site.

19.5. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by an English court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

19.6. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

19.7 The Affiliate covenants and agrees that Affiliate shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company, its management, or of management of corporations affiliated with the Company. This obligation shall survive any termination of this Agreement.

20. Language Discrepancies

20.1. In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

21. Compliance with the Company's Licencing Obligations

21.1. The Affiliate shall ensure to conduct itself in so far as they carry out activities on behalf of the Company as if they were bound by the same licence conditions and subject to the same codes of practice as the Company. The Affiliate shall ensure to provide such information to the Company as the Company may reasonably require in order to enable the Company to comply with their information reporting and other obligations to Regulatory Authorities. The Company shall have the right to terminate this Agreement promptly if, in the Company's reasonable opinion, the Affiliate is in breach of its obligations laid out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licencing obligations.

Annexure A

GG International Limited

ADVERTISING AND MEDIA POLICY

1. Introduction

GG International Limited (or 'the Company') is committed to ensuring that all of its advertising and media activities are conducted in a socially responsible and compliant manner. In order to do so, the Company shall endeavour to comply with the following:

- When sending commercial communications, the Company shall endeavour to comply with all marketing compliance requirements and obligations issued by the Isle of Man Gambling Supervision Commission ('GSC'), which are to be followed as best practice advertising standards.
- The following principles of gambling advertising:
    - Requests to stop: When sending any solicited commercial communications, the Company shall comply with a request by any person to stop receiving such commercial communications as soon as is reasonably practicable, and in no case later than three (3) days from receipt of the request.
    - No public advertising: No commercial communications may be issued or distributed in any public place, or in or on any means of public transportation in Isle of Man: Provided that such restriction shall not apply to any commercial communications published, displayed or broadcasted within authorised gaming premises, or in any work environment used by the Company.
    - Educational messaging: Educational responsible gaming messaging shall be prominently included within all commercial communications related to the Company's gaming service.
    - No underage advertising: All commercial communications, with the exception of sponsorship, must prominently display, for their entire duration, a sign indicating the minimum age to participate in the game being promoted.
- For customers who have chosen to self-exclude, the Company will stop sending any marketing materials, even customers who have subscribed to solicited marketing material. No further marketing material will be sent until the self-exclusion period is over and the customer has requested to return to the website, and has been accepted by the Company following a review.

- Commercial communications, the sole purpose of which is to inform the public of an opportunity for employment or for an educational purpose, shall be exempt from the provisions of these marketing rules issued by the Isle of Man Gambling Supervision Commission, provided that such commercial communications shall not include any references to gaming services.

2. General Principles

- Marketing communications and advertisements shall be legal, decent, honest and truthful.
- Marketing communications and advertisements shall not be misleading and must not exaggerate.
- Marketing communications shall be obviously identifiable as marketing communications.
- Marketing communications, advertisements and promotions shall be socially responsible, with particular regard given to the need to protect children, young people and vulnerable persons from being harmed.
- Marketing communications shall not be directed at any jurisdictions in which Online Gambling is prohibited.
- It is an offence to invite a child or young person to gamble. The Company does not direct marketing communications to minors, and ensures that it does not display any content of a type which would appeal to children prior to log-in.

3. **MARKETING COMMUNICATIONS SHALL NOT:**

- Portray, condone or encourage 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 or other vulnerable persons;
- Suggest that gambling can provide an escape from personal, professional or educational problems such as loneliness or depression;
- be indecent or offensive to general public;
- Suggest that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security;
- Contain any statement as to the legality of online Gambling in any other jurisdictions;
- Portray gambling as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments;
- 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;

- Suggest peer pressure to gamble nor disparage abstention;
- Link gambling to seduction, sexual success or enhanced attractiveness;
- 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;
- Be likely to be of particular appeal to children or young persons, especially by reflecting or being associated with youth culture.
- Be targeted at those aged below 18 years through selection of media, style of presentation, content or context in which they appear;
    - Include a child or a young person. No-one who is, or seems to be, under 25 years old may be featured gambling or playing a significant role. No-one may behave in an adolescent, juvenile or loutish way. Individuals who are, or seem to be under 25 years old (18-24 years old) may be featured playing a significant role only in marketing communications that appear in a place where a bet can be placed directly through a transactional facility, for instance, a gambling operator's own website. The individual may only be used to illustrate specific betting selections where that individual is the subject of the bet offered. The image or other depiction used must show them in the context of the bet and not in a gambling context;
    - Exploit cultural beliefs or traditions about gambling or luck;
    - Condone or encourage criminal or anti-social behaviour;
    - Condone or feature gambling in a working environment.

4. SAFER GAMBLING MESSAGING

- The Company includes safer gambling messaging in all forms of marketing where it is practicable to do so.
- Examples of safer gambling messaging used by the Company in its advertising and marketing communications are:
    - Please play responsibly
    - Don't let the game play you
    - Gaming – more than a game
    - Bet with your head, but not above it
    - If it's no longer fun, walk away
    - Have fun, but play it safe
    - If you play with real dollars, play with real sense

- Winners know when to stop
- Know your limit and play within it
- Please play responsibly
- Gamble for fun, not to win
- When the fun stops, stop
- This is not an exhaustive list and serves only to indicate the type of messaging that might be appropriate. Any safer gambling messages are displayed in such a way as to come to the attention of those viewing the advertisement.
- begambleaware.org is a website which provides information about gambling and, in particular, issues related to problem gambling and is a resource for those seeking advice and guidance. It also provides links to specialist support and treatment for those who need it. We include the website address (www.begambleaware.org) on all advertising where it is feasible and practical to do so. It is presented in such a way as to come to the attention of those viewing the advertisement.

5. RESPONSIBLE PLACEMENT OF DIGITAL ADVERTS

The Company shall:

- ensure it does not place digital advertisements on websites providing unauthorised access to copyrighted content;
- take all reasonable steps to ensure that third parties, which the Company contracts with, do not place digital advertisements on websites providing unauthorised access to copyrighted content;
- ensure that the terms upon which the Company contracts with third parties enables us to terminate the contract promptly if, in the Company's reasonable opinion, the third party has been responsible for placing digital advertisements on such websites.

6. REWARDS AND BONUSES

Where the Company provides any incentive or reward scheme or other arrangement whereby a customer may receive money, goods, services or any other advantage (including the discharge in whole or in part of any liability of his) (the "benefit"), the Company shall ensure that the scheme operates in such a way that:

- the circumstances in which the benefit is available are clearly set out and readily available to the customers to whom it is offered, and any conditions are explained;
- neither the receipt nor the value or amount of the benefit is:
- dependent on the customer gambling for a predetermined length of time or with a predetermined frequency; or

- altered or increased if the qualifying activity or spend is reached within a shorter time than the whole period over which the benefit is offered;
- if the value of the benefit increases with the amount the customer spends it does so at a rate no greater than that at which the amount spent increases; and
- if the benefit compromises free or subsidised travel or accommodation which facilitates the customer's attendance at particular licensed premises the terms on which it is offered are not directly related to the level of the customer's prospective gambling.

7. **SIGNIFICANT CONDITIONS**

- Significant conditions are those which are likely to be considered significant and are likely to affect a customer's understanding of a promotion or offer.
- All significant conditions which apply to marketing communications and incentives are provided transparently and prominently to customers.
- All terms and conditions relating to a promotion, including terms which apply to bonuses, are accessible on the landing page for the relevant promotion before a customer signs up and, once play has commenced, are accessible within a single click from the bonus tab on the customer's account. They will remain accessible for the duration of the promotion.
- Whilst significant terms and conditions may differ by promotions, Rule 8.17 of the CAP Code lists significant terms and conditions which are likely to apply to all promotions. Those likely to be relevant to the Company's promotions include:
    - how to participate, including any fees or other factors likely to influence customers' understanding of the promotion;
    - any free entry route explanation;
    - start date (if applicable);
    - closing date;
    - the nature and number of any prizes or gifts, or a reasonable estimate if the number cannot be determined; and
    - the existence of any restrictions or limitations on entry, such as age, date or geographical restrictions.
    - The significant terms must be presented at the point of sale for any promotion, and on any advertising in any medium for that marketing incentive except where limitations of space make this impossible. Where there are space limitations, as much information as possible about the significant conditions must be included to the extent that it is possible to do so within the advertisement, and the advertisement must clearly indicate that significant conditions apply. Where the advertisement is online, the significant conditions must be displayed in full no further than one click away from the promotion.

- Where marketing communications or promotions are sent by email, the Company shall ensure that significant terms and conditions are in the email.
- Text messages may be considered media which is limited by space, therefore the Company shall include a link to the full terms and conditions in the text message.
- The Company must not amend the terms and conditions of a promotion once a customer has signed up to it, if doing so would have any impact on the terms and conditions that the customer has accepted and agreed to.

Applicable: For GGVEGAS Affiliates Operating Everywhere in Canada but Ontario

“Affiliate Terms and Conditions”

GG International Limited

Introduction

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between GG International Ltd. (the "Company" or "we" or "us" or "our"), and you, regarding your application to participate as an affiliate (an "Affiliate", "you" and "your") of the Company in its Affiliates scheme (the "Affiliates Scheme"). As an affiliate, your role will be to promote the GGVegas brand. By accepting the terms and conditions of this Agreement, you are entering a legally binding agreement with us. The Company operates the website called www.ggvegas.com (the “Site”) under a license by the Isle of Man Gambling Supervision Commission (GSC).

1. Affiliates Application and Enrolment

1.1. To become an Affiliate within the Affiliates Scheme, you will have to complete the Affiliates application. We will evaluate your application and, provided your application is acceptable, notify you of your acceptance to the Affiliates Scheme. We shall have the right at our sole discretion to reject your application to the Affiliates Scheme at any time.

1.2. We may reject your application or terminate this Agreement with immediate effect, if we determine, in our sole discretion, that your marketing methods (including websites, emails, applications, all as indicated in your application) (collectively the "Affiliate Websites") are not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Websites that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains: (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues or (v) any unlawful behaviour or conduct. Similarly, we shall reject your application or terminate this Agreement if we determine, in our sole discretion, that any of your Affiliate Websites are designed to appeal to minors.

1.3. The Company is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. Therefore, we shall reject your application or immediately terminate this Agreement if we deem, at our sole discretion, that any of your Affiliate Website(s) are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware.

1.4. The Company is committed, in accordance with its zero-tolerance policy for bribery and corruption (the "Anti Bribery and Corruption Policy "), to ensure that all of its activities and the activities of all of its affiliates and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in submitting an application for enrolment in the Affiliates Scheme and in performing your activities under this Agreement, you undertake to comply with all applicable laws related to the fight against bribery and corruption and shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Prospect, Real Money Players, Commissions, Sub-Affiliates (each as defined below) or otherwise. We shall reject your application or immediately terminate this Agreement if we determine, in our sole discretion, that any of your activities do not fully comply with our Anti Bribery and Corruption Policy.

1.5. You shall have no right to appeal any decision by the Company to reject your application.

1.6. The Company reserves the right to perform background checks on you and request any relevant documentation, for any reason, including (but not limited to) any investigation into your identity, personal history, registration details, such as name, address and age and your financial transactions and financial standing. The Company is under no obligation to advise you that such investigation is taking place. Such activities may include the use of specific third-party companies, who perform the investigations as required. The Company may decide at its sole discretion to terminate this Agreement on the basis that such an investigation provides a negative or uncertain conclusion. The documents requested by us shall typically include an identity card, certificate of incorporation or anything analogous thereto and proof of address. If deemed necessary, the Company may request that the said document copies are notarized by a Public Notary. In the event our requests for documents are not completed or if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid and we may withhold any past or future Commissions which have accrued or which shall accrue to your benefit as well as reject your application or terminate this Agreement with immediate effect.

2. Protection of Minors

2.1. Persons under the age of 18 are not allowed to register with or play on the Site. The Site is not designed to attract children or adolescents, and we take strict measures to block underage persons from registering with the Site. Therefore, we shall reject your application if we determine, at our sole discretion, that any of your Affiliate Website(s) are designed to appeal to minors and, as such, are not suitable for the Affiliates Scheme.

2.2. All our partners that promote our business should set-rules on online child protection, including the promotion of the responsibility of parents to restrict access to gambling sites from devices used by minors whether these are accessed personally or with others.

3. Links and Promotions

3.1. In the event of your acceptance as an Affiliate, we will make available to you banner advertisements, button links, text links and other content as determined by the Company which will be associated with you on our system, all of which shall relate and link specifically to the Site (collectively referred to hereinafter as the "Links"). You may display such Links on your Affiliate Website(s), provided you abide by the terms and conditions of this Agreement and that you possess the legal right to use the Affiliate Website(s) in relation to the Affiliate Scheme.

3.2. In using the Links, you agree that you will cooperate fully with us in order to establish and maintain the Links. If during the term of this Agreement you wish to place the Links on websites other than the Affiliate Website(s) you must request and receive the Company's prior written permission for the placement of the Links on such alternative websites before placing any such Links (where permission is granted, such alternative websites shall then become Affiliate Website(s) for the purposes of this Agreement).

3.3. You may not modify a Link or any GGVegas-branded content, unless you have received prior written consent from the Company to do so. In the event that we determine that your use of any Link is not in compliance with the terms of this Agreement, we may take such measures as

to render such Links inoperative. You may not advertise the Site in any way not approved in advance by the Company in writing including, without limitation, the use of spam messages.

3.4. In addition to your use of Links you may promote the Site by means of publication of bonus codes (each a "Promotion" and collectively the "Promotions"). Your activities in relation to a Promotion shall be strictly in accordance with the Company's or its affiliate's relevant guidelines as such shall exist and be amended from time to time. Your offering of a Promotion at any time shall be conditional on your receipt of prior written approval from the Company for the Promotion and in the event that you do not receive our approval in relation to a Promotion, you shall not be permitted to receive any Commissions generated on account of Real Money Players, as defined below, in relation to such unapproved Promotion. You have to ensure that you do not use or display any expired Link for a Promotion on any Affiliate Website(s).

3.5. You will not market or promote the Site or use any of the Licensed Materials (as defined below) on any website, software, application or portal which infringes upon the intellectual property rights of any third party.

3.6. You shall refrain from marketing the Site in any way which might compete with our own marketing efforts, unless you have received written approval from us in such regard. By way of example, the following activities will be considered to be activities, which if undertaken by you, would compete with our own marketing efforts and are prohibited hereunder: (i) the placement of Links on any Internet sites on which we place advertisements for the Site; (ii) the promotion of the Site by you by way of keyword advertising with Internet search engines; (iii) The promotion of the Site by you outside of the jurisdictions in which you have been authorized to go to market; this will include the promotion of the Site to audiences in prohibited jurisdictions via social media channels, whether via paid marketing or organic marketing efforts.

3.7. Your breach of the foregoing provisions will constitute a breach of this Agreement, and the Company retains full authority to: (i) terminate this Agreement immediately in the event of such breach and (ii) retain for its own account any Commission accrued to your benefit at such time and thereafter.

3.8. In relation to PPC and keyword bidding it is hereby made clear that you may not advertise (make use in any search engine ads) or 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 or its affiliate's trademarks or trade names from time to time, which includes but is not limited to "GGVegas", or any word similar to the name of the Site and all other site or applications owned or operated by any entity within the Company's group (collectively the "Group Website"). In addition, you shall not include metatag keywords in PPC advertising which are identical or similar to any trademarks or trade names owned by the Company from time to time or otherwise including, but not limited to, the words "GGVegas".

4. Prospects and Real Money Players

4.1. A "Prospect" shall mean a distinct Internet user who during the term of this Agreement accesses the Site directly through a Link published by you on your Affiliate Website(s) or otherwise distributed by you in accordance with this Agreement, opens a new user account with the Site and makes the required minimum deposit. Notwithstanding the foregoing, players who received a first money transfer into their account from a third party shall not be required to make

a minimum deposit in their new user account prior to becoming a Prospect (such players however shall not be counted for payments associated with CPA trackers or hybrid trackers and shall not contribute to any tranche associated with progressive revenue share schemes).

4.2. A "Real Money Player" is a Prospect who in addition has:

(i) For CPA trackers and CPA component in hybrid trackers: (a) been promptly verified and approved in accordance with applicable regulatory requirements, including any applicable age or ID verification; and (b) meets any other qualifications based on gaming activity which we may add from time to time per territory at our discretion; (ii) For Revenue Share trackers: plays on the Site.

4.3. Neither you nor your relatives are eligible to become Prospects or Real Money Players and should you or they do so you will not be eligible to receive the Commission and such attempt on your part shall be considered a fraudulent act against the Company. For this purpose, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling.

4.4. The number of Prospects per individual household computer is strictly limited to one.

4.5. The Company’s measurements and calculations in relation to the number of Real Money Players and the relevant Gross Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal.

4.6. We shall make the number of your Real Money Players and the relevant Gross Revenue figures available to you through the Affiliates Information Site. It should be noted that the Affiliates Information Site is intended for informational purposes only, on an "as-is" basis and is not to be relied upon for any other purpose, including any payment. Such data is provided on a dynamic basis and may change. In case of discrepancy between the data provided through the Affiliates Information Site and the Company's records, the Company's records shall govern. To permit accurate tracking, reporting and commission accrual, you must ensure that the Links between your Affiliate Websites and the Site is properly formatted throughout the term of this Agreement. In this Agreement, the “Affiliates Information Site” means the third-party portal called GGPartners Platform operated by the Company for the purpose of monitoring and tracking the day to day activities of the Affiliate such as Commission due to the Affiliate, payment of Commissions, Affiliate customers, communication of important documents and other marketing activities by the Affiliate.

5. Commissions

5.1. The commission scheme (“Commission”) shall be as set out by the Company, and may be modified in accordance with the terms of this Agreement. For any scheme containing a revenue share component, you will receive the applicable percentage of Net Revenue as such term is defined below and subject to the terms herein.

5.1.1. The Commission shall be a percentage of Net Revenue as agreed upon between the Parties. Any royalty fees and administrative fees applicable to the Commission shall be agreed upon by the Parties. As a guideline, Commission may be calculated in accordance with the following table:

Net Revenue (per month)	Commission %
$1-$10,000	25%
$10,001-$50,000	30%
$50,001 or greater	35%

For greater certainty, the above table is illustrative and does not form a part of this Agreement. The exact Commission will be as set out by the Company and agreed to by the Parties separately. While the Company does not contemplate an express administrative fee, the Company reserves the right to charge such an administrative fee in its sole discretion and Affiliates will be notified in the event of such a change.

5.2. For these purposes, the term “Gross Revenue” means the sum of Real Money Players’ settled bets on casino games (excluding any contributions to progressive jackpots). The term "Net Revenue" shall mean the Gross Revenue, less the winnings of Real Money Players on casino games (other than cashed-out progressive jackpot winning amounts), less any credits, bonus, bonus points or other promotional amounts given to Real Money Players, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Real Money Player (including chargebacks, 'preventative' chargebac ks or in settlement of any claims involving a Real Money Player), less any third party fees (including but not limited to payment processing fees, any end-user verification and validation fees, software royalties, and any game content fees) attributable to a Real Money Player, less any licensing fees, applicable gaming taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company.

5.3. For avoidance of doubt, the Company shall be under no obligation to pay any commissions under any Commission scheme with respect to Real Money Players which were blocked or suspended by the Company for any reason (including for reasons of fraud or any failure to validate the end-user account). However, the Company may deduct from Gross Revenue any or all charges or expenses attributable to blocked or suspended Real Money Players.

5.4. Notwithstanding the foregoing, you acknowledge and agree that a different payment scheme may apply to other Affiliates who are already being paid by the Company in accordance with an older or alternative payment scheme or in other particular cases as determined at the Company's sole discretion from time to time.

5.5. Subject to all other terms of this Agreement, all Commissions shall be paid to you on a monthly basis, within approximately 30 days following the end of each calendar month. Payments of Commissions shall be made directly to you as per your preferred payment method and to the account detailed by you as part of your application process (the "Payment Account"). It is your responsibility to ensure that the details provided by you are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide the Company with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect Payment Account, the Company shall no longer be liable to you for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commissions to you, the Company reserves the right to subtract from the Commissions due to you an amount of money to reflect the required investigation and additional work created by you having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission payment for 6 consecutive months as a result of any incomplete or incorrect

details of your Payment Account or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Commission payments and will no longer be liable to pay such Commission.

5.6. The Company reserves the right to request that you provide the Company with written documentation verifying all your beneficiaries and Payment Account at any time, including upon registration and when any change is made relating to your Payment Account. The Company is not obligated to make any payments until verification is completed to its satisfaction. If the Company believes at its sole discretion that you have failed to provide it with such verification, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time or thereafter.

5.7. The Company reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the Affiliates Scheme in any way whatsoever. If we determine at our sole discretion that such conduct is being practiced, we may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time and thereafter and terminate this Agreement with immediate effect.

5.8. Where you earn your Commission in accordance with the revenue share schemes as set out above the Company will apply a negative balance carry-over policy (the "Policy"). The Policy consists of the following two rules : (i) in reaching the total commission amount owed to you in a calendar month the Company shall calculate all commissions, both positive and negative, generated by Real Money Players via our Site; and (ii) in the event that at the conclusion of a calendar month the commission generated by Real Money Players via our Site is a negative amount, we shall apply such negative amount to the commission calculation of the subsequent calendar months until such time as the negative balance has been fully set-off against future positive commission amounts generated or any other payment payable to you by any entity in the Company's group or issue an invoice for such negative amount at our discretion.

5.9. The Company hereby retains the right to convert the commission scheme by which you are being, have been, or will be paid.

5.10. The Company shall be entitled to set-off from the amount of Commission to be paid to you any associated costs related to the transfer of such Commission.

5.11. In the event that the Commission to be paid to you in any calendar month is less than $500 (the "Minimum Amount"), the Company shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

5.12. The Company retains the right to review all commissions for possible Fraud, whether such Fraud is on the part of the Real Money Player, on the part of a Sub-Affiliate, or on your part. In any period of time during which the Company reviews commissions for possible Fraud, such review period not to exceed 180 days, the Company shall have the right to withhold any Commission accrued in your favour, such Commissions not to be paid until such time as the review has been concluded.

5.13. Any incidence of Fraud on your part constitutes a breach of this Agreement. In case of such breach, the Company retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such

time in relation to the same whether such Commissions were generated through Fraud or otherwise. The Company also retains the right to set-off from future Commissions payable to you any amounts already received by you which can be shown to have been generated by Fraud. You are urged to provide accurate details in regard to the manner and information relating to your preferred method of receiving Commissions and the Company shall not be held liable for your delayed receipt of Commissions due to your provision of inaccurate details.

5.14. For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to: (i) the encouragement by you or a third party of bonus abuse on the part of the Real Money Players; (ii) a chargeback executed by a Real Money Player in relation to their initial deposit; (iii) collusion on the part of the Real Money Player with any other player on the Site; (iv) the opening of an account in breach of the terms of this Agreement; (v) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Real Money Players; (vi) creating or using a single Link intended to be used by a single Prospect; and (vii) any other act by you or by a Real Money Player which is reasonably understood to have been committed in bad faith against the Company regardless of whether or not such action has resulted in any type of harm or damage to the Company. In the event of fraudulent activity on your part, the Company shall have the right to immediately block your account and forfeit any past and future Commissions which have accrued to your benefit.

5.15. For the avoidance of doubt, it is hereby stated by the Company and agreed by you that the Commissions which the Company shall pay to you shall relate solely to the Poker product which you directly advertise via the Links. The Company shall have no obligation whatsoever in relation to future products or services provided to Real Money Players by the Company or any of its affiliated entities or commercial partners. In addition, the Company shall not be liable for any payment in respect of activity relating to any user account other than the user account registered in the Site promoted by you in which the respective user qualified as a Prospect and Real Money Player, and subject always to the terms of this Agreement.

5.16. Your account is solely for your benefit. You shall not allow any third party to use your account, password or identity to access or use the Affiliates Scheme and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any person and you shall take all steps to ensure that such details are not revealed to any person. You shall inform the Company immediately if you suspect that your account is being misused by a third party and/or any third party has access to your account username or password. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on your account by a third party or for any damages that may arise therefrom.

5.17. The Company reserves the right, at its sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay you any Commissions which have accrued to your benefit that are attributable to such jurisdictions, without notice to you.

5.18. Inactive Affiliates’ accounts and effects of suspension — Affiliate acknowledges and understands that upon successful onboarding of an Affiliate, Company will create an Affiliate’s account on its affiliate management website, which shall be used to exchange information and track progress thereof.

5.19. Any Affiliate's account that has been inactive for a consecutive ninety (90) days, i.e. the account has not directed any first time depositors within the terms of this Agreement, will be deemed an "Inactive Account" by the Company.

5.20. Company reserves the right to suspend an Inactive Account in its sole discretion upon delivering a notice to the Affiliate. Company may also deliver a reminder notice after 14 days of suspending an Inactive Account.

5.21. As provided in s.5.11., an Affiliate shall only be entitled to withdraw from their Affiliate's account an amount equal to or greater than the Minimum Amount. Notwithstanding anything to the contrary in this Agreement, and regardless if the unclaimed amount is less than the Minimum Amount, any amount accrued in the Inactive Account upon suspension ("Unclaimed Amount") will remain withdrawable for a period of one (1) year from the date of suspension. Thereafter, Affiliate will not have any right to the Unclaimed Amount, and Company reserves the right in its sole discretion to take appropriate measures or actions to dispose off any Unclaimed Amount.

5.22. Affiliate acknowledges that the Company shall not be liable for any damages, loss of profits, or any other claims arising from the suspension of an Inactive Account.

6. Intellectual Property

6.1. In the event of your acceptance to the Affiliates Scheme, we shall grant you a non-transferrable, non-exclusive, revocable license to place the Links on your Affiliate Websites during the term of this Agreement, and solely in connection with the Links, to use the GGVegas brand, logos, trade names, trademarks, service marks and similar identifying material as contained in the Links (collectively, "Licensed Materials"), solely for the purpose of promoting the Site.

6.2. You are not permitted to alter, modify or change the Licensed Materials in any way whatsoever.

6.3. You may not use any Licensed Materials for any purpose whatsoever other than promoting the Site, and in any event, you may not use the Licensed Materials without first submitting a sample of such proposed use to us and receiving our prior written consent to such us.

6.4. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays the Company or anyone else negatively.

6.5. The Company and its affiliates reserve all of the intellectual property rights in the Licensed Materials. We may revoke your license to use the Licensed Materials at any time by written notice to you, whereupon you shall immediately destroy or deliver up to us all such materials that are in your possession. You acknowledge that, except for the license which may be granted to you in connection hereto, you have not acquired and will not acquire any right, interest or title to the Links or the Licensed Materials by reason of this Agreement or your activities hereunder. The aforementioned license shall terminate upon the termination of this Agreement.

7. Obligations Regarding Your Affiliate Websites and Marketing Materials

7.1. You will be solely responsible for the technical operation of your Affiliate Website(s) and the accuracy and appropriateness of materials posted on therein.

7.2. You agree that your Affiliate Website(s) will not, in any way, copy or resemble the look and feel of the Site (or any part thereof), nor will you create the impression that any of your Affiliate Websites are any of the Site (or any part thereof).

7.3. You also agree that none of your Affiliate Website(s) will contain any content of the Group Website or any materials which are proprietary to the Company or its affiliates, except (i) with our prior permission, or (ii) the Links. In particular, you are not permitted to register a domain name that includes, incorporates or consists of the Company's and its affiliates' trademarks or any domain name that is confusingly similar to such trademarks.

7.4. On execution of this Agreement and as a continuing obligation, you will inform the Company of any domain names you own which are in breach of the foregoing. Once we become aware that you have registered a breaching domain name you will be informed and required to transfer the domain name to us or an entity nominated by us, forthwith and free of charge. Your obligation to transfer domain names registered in breach of this clause extends to domain names registered prior to the date of execution of this agreement. Until the domain name has been transferred to the nominated company you will not allow the domain name registration to lapse. We may, in our sole discretion, withhold all Commission payments that may be due to you until the domain name is transferred.

7.5. You will not use any unsolicited or spam messages to promote the Site. In the event we receive a complaint that you have been sending spam messages, you hereby agree that we may provide to the party making the complaint any details required for the complaining party to contact you directly in order for you to resolve the complaint. The details which we may provide to the party making the complaint, include your name, email address, bricks and mortar address and telephone number. You hereby warrant and undertake that you will cease sending spam messages and make every effort to resolve the complaint. In addition, we reserve all of our rights in this matter including without limitation the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and to set off or charge you for all claims, damages, expenses, costs, fines incurred or suffered by us in relation to this matter. Nothing stated or omitted herein shall in any manner prejudice any of our rights.

7.6. You will ensure that your Affiliate Websites and any related marketing materials or communications comply with all applicable laws, regulations, codes of conduct, rules, conditions and directives, do not contain any spyware, adware or other unwanted threats and do not infringe any right of any third party, including intellectual property rights, directly or indirectly. If your Affiliate Websites or any related marketing materials or communications are found to breach or infringe any of the above or contain any spyware, adware or other unwanted threats, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.7 You will ensure that your Affiliate Websites and any related marketing materials or communications are in compliance with The Online Gambling (Advertising) Regulations, 2007, and the Online Gambling Regulation Act, 2001, and such other laws & regulations as applicable.

7.8 You undertake to comply with all the restrictions listed below;

a) Age-Gated Games - You will ensure that your Affiliate Websites do not advertise any contents or links of casino games which target and/or pose a risk to the under-18s or contain contents which exploit the susceptibilities. aspirations, credulity, inexperience of young people and other vulnerable persons.

b) Coronavirus: You will ensure that your affiliate websites do not advertise any contents or links that promote or encourage gambling and/or playing poker during the ongoing COVID-19 pandemic. You specifically are prohibited from using terms such as coronavirus poker rooms, coronavirus poker bonus, covid-19 bonus, self-isolation poker or any other such term which may imply that gambling as a feasible activity to pass time during the COVID-19 pandemic.

c) Life Changing Terms: You will ensure that your affiliate websites do not advertise any contents or links that will imply that gambling will change their life for the better or that gambling is a source of earning money quickly.

d) Responsible Gaming and 18+ content and links: You will ensure that your affiliate websites must contain signposting with link to pages explaining about Responsible Gambling eg. a link to the begambleaware page https://www.begambleaware.org/. Additionally an 18+ warning must be displayed on all webpages of the affiliate website.

e) Self-exclusion Terms: You will ensure that your affiliate websites do not advertise any contents or links that target such persons who have previously self-excluded on GAMSTOP by using terms such as “not blocked by GAMSTOP”, “for self-excluded persons”, “non GAMSTOP” etc. which would entice such vulnerable persons who have previously self-excluded to commence gambling again.

f) Time sensitive calls to action: You will ensure that your affiliate websites do not advertise or display any contents or links in such a way that may create an urgency amongst people by using terms such as “bet now”, “urgent”, “limited time offer”, “hurry” etc. urging people to quickly act on an ad to be directed to our website.

7.9. We reserve the right to use third-party affiliate monitoring services that use automated scanning mechanisms to regularly monitor the contents and links displayed or shared on the Affiliate websites and other web pages. If any content or links displayed on an Affiliate website is found to be in contravention of any of the terms mentioned above or any part of this policy, we reserve the right to terminate this Agreement and your participation in the Affiliates Scheme immediately and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.10 You undertake to immediately comply with all instructions and guidelines provided by the Company or published on the Affiliates Information Site in relation to your activities in marketing and promoting the Site including, without limitation, any instruction received from the Company requesting you to post on the Affiliate Websites information regarding new features and promotions on the Site. If you are in breach of the foregoing, we reserve the right to immediately terminate this Agreement and your participation in the Affiliates Scheme and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

7.11. You will indemnify and hold the Company, any associated company operating a website for the GGVegas brand, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) relating to the development, operation, maintenance, and contents of your Affiliate Websites or any materials, products or services linked to therein. You hereby acknowledge that your conduct as an Affiliate has the potential to cause substantial damage to the Company's and the Site's reputation and goodwill, and you undertake that at all times consider the goodwill and reputation of the Company and the Site and to act in an appropriate manner.

7.12 You undertake to comply and follow the marketing and advertising policies of the Company, as provided under Annexure A of this Agreement.

8. Term

8.1. The term of this Agreement will begin upon your acceptance to the Affiliates Scheme as an Affiliate and will end when terminated by either Party. At any time, either Party may immediately terminate this Agreement, with or without cause, by giving the other Party written notice of termination, where such notice may be served via fax or email.

8.2. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

8.3. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your Affiliate Website(s), all Links and Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licenses or created by us and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the Affiliates Scheme. Following the termination of this Agreement and our payment to you of all Commissions due at such time of termination, we shall have no obligation to make any further payments of Commissions to you. N.B. Any such final Commissions to be paid within 90 days from date of termination.

9. Modification

9.1. We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. Should we make such a modification, we will bring this to your attention via the contact information we have on file for you at that time. However, you agree that our posting of a change of terms notice or a new agreement on our Affiliates Information Site is considered sufficient provision of notice and such modifications shall be effective as of the date of posting.

9.2. Modifications may include, but are not limited to, changes to the Site, the scope of available commission fees, commission schedules and payment procedures. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued participation in the Affiliates Scheme following our posting of a change notice or a new agreement on our Affiliates Information Site will constitute a binding acceptance by you of the change. Due to the above, we advise you to frequently visit the Affiliates Information Site and review the terms and conditions of this Agreement.

10. Limitation of Liability

10.1. We will not be liable for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or your participation in the Affiliates Scheme, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total Commissions paid or payable to you under this Agreement.

11. Relationship of Parties

11.1. You and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

12. Disclaimers

12.1. We make no express or implied warranties or representations with respect to affiliates scheme or the affiliates information site (including without limitation warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the site or the affiliates information site will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

13. Representations and Warranties

13.1. You hereby represent and warrant to us the following: (i) you have accepted the terms and conditions of this Agreement, which creates legal, valid and binding obligations on you, enforceable against you in accordance with its terms; (ii) all the information provided by you with regards to your application to the Affiliate Scheme are true and accurate; (iii) such acceptance and the performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which you are subject to; (iv) you have, and will have throughout the term of this Agreement, all approvals, permits and licenses (which includes but is not limited to any approvals, permits and licenses necessary from any applicable regulatory or governmental authority) required to enter this Agreement, participate in the Affiliate Scheme or receive payment under this Agreement and (v) you are an adult of at least 18 years of age.

13.2. You further represent that you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfill your obligations hereunder without violating any applicable rule of law.

14. USE OF PERSONAL INFORMATION

14.1 For the purposes of this Agreement, the terms “controller”, “data subject”, “personal data”, “process”, “processing” and “processor” shall each have the meaning given to them in the Data Protection Legislation.

14.2 The Affiliate represents, warrants and agrees that:

a) it shall always obtain the express and valid consent of Prospects and Real Money Players (in accordance with the requirements of the Data Protection Legislation) to whom it sends direct marketing;

b) any direct marketing it sends out to Prospects and Real Money Players and the consents related to the same shall be independent of, and governed separately from, any marketing consents that the Company may have in respect of its own marketing;
c) all direct marketing sent to Prospects and Real Money Players shall include an opportunity for Prospects and Real Money Players to opt-out of all future direct marketing from the Affiliate;
d) it will not send any direct marketing to Prospects and Real Money Players (i) who have not given express consent to receive direct marketing; (ii) who have opted out from such marketing; or (iii) where the Company has notified the Affiliate in writing that such Prospects and Real Money Players must not be contacted or (iv) Affiliate will not knowingly contact a Prospect/Real Money Player that has self-excluded; and
e) it shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Prospects and Real Money Players' personal data: (i) is collected fairly, lawfully and transparently; (ii) is processed in accordance with a lawful condition (as set out in the Data Protection Legislation); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.

14.3 The Affiliate shall notify the Company immediately in the event that it breaches (or suspects that it has breached) any of the warranties in this clause 14.

14.4 The Affiliate shall ensure that all processors acting on its behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

14.5 The Affiliate shall notify the Company immediately in the event that (i) a Prospect or a Real Money Player makes a complaint to the Affiliate, or (ii) any supervisory authority contacts the Affiliate, in respect of direct marketing or the Affiliate's processing of any Prospects and Real Money Players' personal data.

14.6 The Affiliate hereby indemnifies the Company against all costs, claims, fines, group actions, damages and expenses incurred by the Company due to any failure by the Affiliate, its employees, agents, subcontractors or processors, to comply with any of its (or their) obligations under this clause 14 and/or the Data Protection Legislation. Nothing in this Agreement shall limit the Affiliate's liability under this clause 14.

14.7 The Affiliate acknowledges that its personal information (meaning any information about it from which it can be personally identified, such as its name, address, telephone number or email address) may be used by the Company for the following purposes:

a) to comply with relevant regulations regarding the Affiliate's registration with the Company, including verifying the information which the Affiliate provides to it;
b) to monitor activities in order to detect fraudulent or otherwise unlawful, criminal or improper activities (including money laundering) and to investigate and/or prevent any such activities; to report any such activities to any relevant authorities and/or other online gambling and gaming operators or other online service providers;
c) to keep the Affiliate informed of future events, offers and promotions in relation to its account and to provide the Affiliate with important information about its account; and

d) for any other purpose which is necessary for the performance of the Company's contractual obligations to the Affiliate, or for enforcing the Affiliate's compliance with its contractual obligations to the Company.

14.8 The Affiliate further acknowledges that its personal information as set out in clause 14.7 above may be disclosed by the Company to relevant third parties for such purposes, including (without limitation) to:

a) identity and/or age verification agencies, and/or credit checking agencies;
b) relevant authorities, other online gambling and gaming operators, other online service providers, banks, credit card companies, electronic payment providers or other financial institutions, and the Affiliate hereby agrees to cooperate fully with the Company in respect of any such investigations of activities which it or any such third party may carry out.

15. Confidentiality

15.1 All non-public, confidential, or proprietary information of Company ("**Confidential Information**"), including, but not limited to correspondence, marketing plans, business data, business, player information, pricing, discounts, rebates, incentives, terms of sponsorship/endorsement or any other items relevant to this Agreement disclosed by Company to Affiliate, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for Affiliate's use in performing this Agreement and may not be disclosed or copied unless authorized by Company in writing, with the exception of Affiliate's professional advisors. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Affiliate's breach of this Agreement; (b) is obtained by Affiliate on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Affiliate establishes by documentary evidence, was in Affiliate's possession prior to Company's disclosure hereunder. Upon Company's request, Affiliate shall promptly return all documents and other materials received from Company. Notwithstanding anything to the contrary, Affiliate shall indemnify Company for any damages attributable to Affiliate for any breach of this Section 15. Moreover, Company shall be entitled to injunctive relief for any violation of this Section 15.

16. Indemnification

16.1. You hereby agree to indemnify, defend and hold harmless the Company, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns (the "Indemnified Parties"), from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by you or any representation or warranty made by you herein; or (ii) any claim related to your Affiliate Website(s), or (iii) any claim related to your entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

17. Entire Agreement

17.1. The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any Party which is not contained in this Agreement shall be valid or binding between the Parties.

18. Independent Investigation

18.1. You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliates Scheme and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

19. Miscellaneous

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

19.2. Without derogating from the rights of the Company under this Agreement and/or by law, the Company may set off any amount which you owe to it pursuant to this Agreement and/or by law from any sum that you are entitled to receive from the Company, from whatever source.

19.3. You may not assign this Agreement, by operation of law or otherwise, without our express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

19.4. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in. We will notify you of any such transfer, assignment, sublicense or pledge by publishing the new version of this Agreement on the Affiliates Information Site.

19.5. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by an English court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

19.6. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

19.7 The Affiliate covenants and agrees that Affiliate shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation

or goodwill of the Company, its management, or of management of corporations affiliated with the Company. This obligation shall survive any termination of this Agreement.

20. Language Discrepancies

20.1. In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

21. Compliance with the Company's Licencing Obligations

21.1. The Affiliate shall ensure to conduct itself in so far as they carry out activities on behalf of the Company as if they were bound by the same licence conditions and subject to the same codes of practice as the Company. The Affiliate shall ensure to provide such information to the Company as the Company may reasonably require in order to enable the Company to comply with their information reporting and other obligations to Regulatory Authorities. The Company shall have the right to terminate this Agreement promptly if, in the Company's reasonable opinion, the Affiliate is in breach of its obligations laid out in this Agreement or has otherwise acted in a manner which is inconsistent with the Company's licencing obligations.

Annexure A

GG International Limited

ADVERTISING AND MEDIA POLICY

1. Introduction

GG International Limited (or 'the Company') is committed to ensuring that all of its advertising and media activities are conducted in a socially responsible and compliant manner. In order to do so, the Company shall endeavour to comply with the following:

- When sending commercial communications, the Company shall endeavour to comply with all marketing compliance requirements and obligations issued by the Isle of Man Gambling Supervision Commission ('GSC'), which are to be followed as best practice advertising standards.
- The following principles of gambling advertising:
    - Requests to stop: When sending any solicited commercial communications, the Company shall comply with a request by any person to stop receiving such commercial communications as soon as is reasonably practicable, and in no case later than three (3) days from receipt of the request.
    - No public advertising: No commercial communications may be issued or distributed in any public place, or in or on any means of public transportation in Isle of Man: Provided that such restriction shall not apply to any commercial communications published, displayed or broadcasted within authorised gaming premises, or in any work environment used by the Company.
    - Educational messaging: Educational responsible gaming messaging shall be prominently included within all commercial communications related to the Company's gaming service.
    - No underage advertising: All commercial communications, with the exception of sponsorship, must prominently display, for their entire duration, a sign indicating the minimum age to participate in the game being promoted.
- For customers who have chosen to self-exclude, the Company will stop sending any marketing materials, even customers who have subscribed to solicited marketing material. No further marketing material will be sent until the self-exclusion period is over and the customer has requested to return to the website, and has been accepted by the Company following a review.

- Commercial communications, the sole purpose of which is to inform the public of an opportunity for employment or for an educational purpose, shall be exempt from the provisions of these marketing rules issued by the Isle of Man Gambling Supervision Commission, provided that such commercial communications shall not include any references to gaming services.

2. General Principles

- Marketing communications and advertisements shall be legal, decent, honest and truthful.
- Marketing communications and advertisements shall not be misleading and must not exaggerate.
- Marketing communications shall be obviously identifiable as marketing communications.
- Marketing communications, advertisements and promotions shall be socially responsible, with particular regard given to the need to protect children, young people and vulnerable persons from being harmed.
- Marketing communications shall not be directed at any jurisdictions in which Online Gambling is prohibited.
- It is an offence to invite a child or young person to gamble. The Company does not direct marketing communications to minors, and ensures that it does not display any content of a type which would appeal to children prior to log-in.

3. MARKETING COMMUNICATIONS SHALL NOT:

- Portray, condone or encourage 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 or other vulnerable persons;
- Suggest that gambling can provide an escape from personal, professional or educational problems such as loneliness or depression;
- be indecent or offensive to general public;
- Suggest that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security;
- Contain any statement as to the legality of online Gambling in any other jurisdictions;
- Portray gambling as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments;
- 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;

- Suggest peer pressure to gamble nor disparage abstention;
- Link gambling to seduction, sexual success or enhanced attractiveness;
- 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;
- Be likely to be of particular appeal to children or young persons, especially by reflecting or being associated with youth culture.
- Be targeted at those aged below 18 years through selection of media, style of presentation, content or context in which they appear;
    - Include a child or a young person. No-one who is, or seems to be, under 25 years old may be featured gambling or playing a significant role. No-one may behave in an adolescent, juvenile or loutish way. Individuals who are, or seem to be under 25 years old (18-24 years old) may be featured playing a significant role only in marketing communications that appear in a place where a bet can be placed directly through a transactional facility, for instance, a gambling operator's own website. The individual may only be used to illustrate specific betting selections where that individual is the subject of the bet offered. The image or other depiction used must show them in the context of the bet and not in a gambling context;
    - Exploit cultural beliefs or traditions about gambling or luck;
    - Condone or encourage criminal or anti-social behaviour;
    - Condone or feature gambling in a working environment.

4. SAFER GAMBLING MESSAGING

- The Company includes safer gambling messaging in all forms of marketing where it is practicable to do so.
- Examples of safer gambling messaging used by the Company in its advertising and marketing communications are:
    - Please play responsibly
    - Don't let the game play you
    - Gaming – more than a game
    - Bet with your head, but not above it
    - If it's no longer fun, walk away
    - Have fun, but play it safe
    - If you play with real dollars, play with real sense

- Winners know when to stop
- Know your limit and play within it
- Please play responsibly
- Gamble for fun, not to win
- When the fun stops, stop
- This is not an exhaustive list and serves only to indicate the type of messaging that might be appropriate. Any safer gambling messages are displayed in such a way as to come to the attention of those viewing the advertisement.
- begambleaware.org is a website which provides information about gambling and, in particular, issues related to problem gambling and is a resource for those seeking advice and guidance. It also provides links to specialist support and treatment for those who need it. We include the website address (www.begambleaware.org) on all advertising where it is feasible and practical to do so. It is presented in such a way as to come to the attention of those viewing the advertisement.

5. RESPONSIBLE PLACEMENT OF DIGITAL ADVERTS

The Company shall:

- ensure it does not place digital advertisements on websites providing unauthorised access to copyrighted content;
- take all reasonable steps to ensure that third parties, which the Company contracts with, do not place digital advertisements on websites providing unauthorised access to copyrighted content;
- ensure that the terms upon which the Company contracts with third parties enables us to terminate the contract promptly if, in the Company's reasonable opinion, the third party has been responsible for placing digital advertisements on such websites.

6. REWARDS AND BONUSES

Where the Company provides any incentive or reward scheme or other arrangement whereby a customer may receive money, goods, services or any other advantage (including the discharge in whole or in part of any liability of his) (the "benefit"), the Company shall ensure that the scheme operates in such a way that:

- the circumstances in which the benefit is available are clearly set out and readily available to the customers to whom it is offered, and any conditions are explained;
- neither the receipt nor the value or amount of the benefit is:
- dependent on the customer gambling for a predetermined length of time or with a predetermined frequency; or

- altered or increased if the qualifying activity or spend is reached within a shorter time than the whole period over which the benefit is offered;
- if the value of the benefit increases with the amount the customer spends it does so at a rate no greater than that at which the amount spent increases; and
- if the benefit compromises free or subsidised travel or accommodation which facilitates the customer's attendance at particular licensed premises the terms on which it is offered are not directly related to the level of the customer's prospective gambling.

7. SIGNIFICANT CONDITIONS

- Significant conditions are those which are likely to be considered significant and are likely to affect a customer's understanding of a promotion or offer.
- All significant conditions which apply to marketing communications and incentives are provided transparently and prominently to customers.
- All terms and conditions relating to a promotion, including terms which apply to bonuses, are accessible on the landing page for the relevant promotion before a customer signs up and, once play has commenced, are accessible within a single click from the bonus tab on the customer's account. They will remain accessible for the duration of the promotion.
- Whilst significant terms and conditions may differ by promotions, Rule 8.17 of the CAP Code lists significant terms and conditions which are likely to apply to all promotions. Those likely to be relevant to the Company's promotions include:
    - how to participate, including any fees or other factors likely to influence customers' understanding of the promotion;
    - any free entry route explanation;
    - start date (if applicable);
    - closing date;
    - the nature and number of any prizes or gifts, or a reasonable estimate if the number cannot be determined; and
    - the existence of any restrictions or limitations on entry, such as age, date or geographical restrictions.
    - The significant terms must be presented at the point of sale for any promotion, and on any advertising in any medium for that marketing incentive except where limitations of space make this impossible. Where there are space limitations, as much information as possible about the significant conditions must be included to the extent that it is possible to do so within the advertisement, and the advertisement must clearly indicate that significant conditions apply. Where the advertisement is online, the significant conditions must be displayed in full no further than one click away from the promotion.

- Where marketing communications or promotions are sent by email, the Company shall ensure that significant terms and conditions are in the email.
- Text messages may be considered media which is limited by space, therefore the Company shall include a link to the full terms and conditions in the text message.
- The Company must not amend the terms and conditions of a promotion once a customer has signed up to it, if doing so would have any impact on the terms and conditions that the customer has accepted and agreed to.