

## NetoPartners UK Affiliate Agreement

This NetoPartners UK Affiliate Agreement (this “**Agreement**”) contains the complete terms and conditions between Marketing Netpartners Ltd. (“**MNP**” or “we” or “us”), and you, regarding your application to participate as a UK affiliate (an “**Affiliate**”) of MNP. As an Affiliate your role will be to promote our partner sites or brands (the “**Site(s)**”, “**partner**”, or “**brand**”; and collectively “**NetoPartners UK Affiliate Program**”).

By submitting the application form, you are deemed to have agreed to be bound to the terms and conditions set out in this Agreement, which is a legally binding agreement between you and us.

### 1. NetoPartners UK Affiliate Program Application.

- 1.1. An Affiliate shall provide true and complete information when submitting an application for the NetoPartners UK Affiliate Program. We will evaluate your application and, where applicable, notify you of your acceptance to the NetoPartners UK Affiliate Program.
- 1.2. We may reject your application, for any reason, in our sole and absolute discretion, including, without limitation, if we determine that your websites as indicated in your application (“**Affiliate Sites**”) are not suitable for the NetoPartners UK Affiliate Program for any reason, including, but not limited to, inclusion of content on your site that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable. Similarly, we shall reject your application if we determine, in our sole discretion, that your site is designed to appeal to minors.
- 1.3. MNP is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and maintains a zero-tolerance policy in this regard. Therefore, we shall reject your application if we believe, in our sole and absolute discretion, that any

of your Affiliate Sites are designed to distribute or promote or allow the distribution or promotion of any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware.

- 1.4. MNP 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 enrollment in the NetoPartners UK Affiliate Program 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 Leads, Players, Commissions 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 to reject your application.
- 1.6. We reserve 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. We are 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. We may decide at our 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, we 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. In accordance with applicable legislation, persons under the age of 18 are not allowed to register with or play on our Sites. Our Sites are not designed to attract children or adolescents, and we take certain measures to block underage persons from registering with the Sites. Therefore, we shall reject your application if we determine, in our sole and absolute discretion, that any of your Affiliate Sites are designed to appeal to minors and, as such, are not suitable for the NetoPartners UK Affiliate Program.

3. Setting Up Links and Promotions.

3.1. In the event of your acceptance to the NetoPartners UK Affiliate Program, we will make available to you, banner advertisements, button links, text links and other links as determined by MNP which shall link to the Sites (the “**Links**”), which you may display on your Affiliate Sites, provided you abide by the terms and conditions of this Agreement.

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 Sites which you have previously reported to MNP and which MNP have approved (“**Alternative Sites**”), you shall be obligated to

request and receive MNP permission for the placement of the Links on Alternative Sites.

- 3.3. You may not modify a Link, unless you have received prior written consent from MNP 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 shall be entitled to take such measures as to render inoperative the Links used by you.
- 3.4. You may not advertise the Sites in any way not approved in advance by MNP including, without limitation, the use of spam e-mails.
- 3.5. In addition to your use of Links you may promote the Sites by means of the publication of bonus codes (each a “**Promotion**”). Your activities in relation to a Promotion shall be strictly in accordance with MNP’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 our prior written approval 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 a Player (as such term is defined below) who has become such a Player in any manner connected with the relevant unapproved Promotion.
- 3.6. You shall refrain from marketing the Sites in any way which might compete with our own marketing efforts, unless you have received prior 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 websites on which we place advertisements for the Sites; and (ii) the promotion of the Sites by you by way of keyword advertising with Internet search engines.

3.7. Your breach of the foregoing provisions will constitute a breach of this Agreement, and MNP retains full authority to (i) terminate this Agreement immediately in the event of such breach (without derogating from any of its rights under any applicable law or agreement, including this Agreement, in this regard), and (ii) retain for its own account any Commission arising as a result of such competitive activities that would otherwise have accrued to your benefit.

#### 4. Opt-in, Anti-Spam Undertaking.

4.1. You hereby undertake to: (i) not conduct any form of spamming or advertising on our Sites in any way which breaches any applicable laws or regulations, including (without limitation) relating to proper and fair electronic marketing; (ii) not make any claims or representations, or give any warranties, in connection with Marketing NetPartners Ltd and you shall have no authority to, and shall not, bind Marketing NetPartners Ltd or its Group to any obligations; (iii) compile and have compiled any mailing lists in accordance with all applicable rules, legislation and regulations and have all the necessary authority to make such communications. For the avoidance of doubt, any emails or SMS messages sent pursuant to any email and/or SMS marketing campaign shall only be sent to recipients who have opted-in to receive marketing and corresponding records shall be kept by you and made available to us (and/or any competent regulatory or governmental authority) promptly upon request. Such records shall include (without limitation) the time and date of opt-in and method of opt-in (by way of example only, details of any relevant website or application pursuant to which opt-in took place). You must also provide to us promptly upon request a copy of your current 'opt-in' and 'opt-out' policy which shall be compliant with applicable laws and regulations, including without limitation the Privacy and

Electronic Communications Regulations 2003; (iv) ensure that any relevant email address or (as relevant) mobile number is suppressed from any relevant database (and that no further emails are sent to such email address or (as relevant) that no further SMS messages are sent to such mobile number) in accordance with the following: immediately following any ‘Unsubscribe’ or (as relevant ) “STOP” option being activated by a recipient of any email or (as relevant) SMS message; and promptly and in any event within 48 hours upon notification by us to you. Upon request, you shall provide prompt written confirmation to us and (where relevant) details in respect of any actions taken in accordance with the foregoing; (v) ensure that: (a) any email originates from a valid email address (which is verifiable by us if required), which is unconnected to us or any other NetoPartner brand and which does not contain any registered trademarks, domain names or brand names of the foregoing (or anything confusingly similar), or otherwise infringe the Intellectual Property Rights of any third party. You are required to notify us of any relevant email address used from time to time; and (b) any SMS message shows a valid mobile number (which is verifiable by us if required) to which the “STOP” or “unsubscribe” option is directly connected. You are required to notify us of any relevant mobile numbers used from time to time; (vi) ensure that the timetable of the email and/or SMS marketing campaign is as reasonably agreed by us and you from time to time. For the avoidance of doubt (unless otherwise agreed by us in writing), the recipient of any email or SMS shall not be retargeted within 1 month of any such email or SMS; (vii) ensure that the subject line of any email may be as reasonably agreed by us and you from time to time; (viii) ensure that any email or SMS shall include any relevant or required details, such as: (a) promotion terms and conditions apply (with a hyperlink to or inclusion of relevant key

promotion terms and conditions where required) and any responsible gambling requirements (i.e. “18+” and a hyperlink to [gambleaware.co.uk](http://gambleaware.co.uk)); (b) confirmation that any email or SMS is sent by you (usually within the header and/or footer in the case of emails, including the full affiliate company name and address), and for the avoidance of doubt it shall not purport to have been sent by us or any NetoPartner brand (or anything confusingly similar); (c) a fully functional and clearly visible “unsubscribe” link (in the case of emails) which shall be linked solely to you and which does not contain any reference to us or any other NetoPartner brand (or anything confusingly similar); and (d) a fully functional and free of charge “STOP” or “unsubscribe” option (in the case of SMS messages). You shall maintain appropriate records of unsubscribe or “STOP” requests and corresponding email addresses and provide a copy to us promptly upon request; and (viii) upon our reasonable request, send to us any proposed creative or copies of proposed emails or SMS’s, with any subsequent changes (as relevant) to be reasonably agreed by us and you. Historical copies also to be provided to us upon reasonable request.

4.2. Without prejudice to any other right or remedy available to us under this Agreement, we may terminate this Agreement forthwith on notice without recourse to you if we are informed or become aware that you are in breach of any of the above provisions of Section 4.1.

## 5. Leads and Players.

5.1. A “**Lead**” shall mean an Internet user without a prior account with any of the websites operated by MNP who accesses the Sites directly through the Links, creates a new account and makes the required minimum deposit. For clarification, an Internet user shall not qualify as a Lead if such user has previously deposited in any other user account with a Site.

- 5.2. A "**Player**" is a Lead who in addition has:
- 5.2.1. For CPA trackers: (i) been promptly verified and approved in accordance with applicable regulatory requirements, including any applicable age or ID verification; and (ii) meets any other qualifications based on gaming activity which we may add from time to time per territory at our discretion.
  - 5.2.2. For Revenue Share trackers: plays on any of the Sites.
- 5.3. Neither you nor your relatives are eligible to become Leads and should you or they do so you will not be eligible to receive the relevant Commission. For this purpose, the term "relative" shall mean any of the following: spouse, parent, partner, child or sibling. The number of Leads per individual household computer is strictly limited to one.
- 5.4. MNP's measurements and calculations in relation to the number of Leads and Players and the relevant Gross Revenue figures shall be the sole and authoritative tool for such measurements and calculations and shall not be open to review or appeal. We shall make the number of Leads, Players and the relevant Gross Revenue figures available to you through our NetoPartners UK Affiliate Program information site. It should be noted that the NetoPartners UK Affiliate Program 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 NetoPartners UK Affiliate Program information site and MNP's records, MNP's records shall govern. To permit accurate tracking, reporting and Commission accrual, you must ensure that the Links between your Affiliate Websites and the Sites are properly formatted throughout the term of this Agreement.
- 5.5. Notwithstanding the foregoing, Leads and Players who received a first money transfer into their account from a third party shall not be

counted for payments associated with CPA trackers or with progressive gross revenue share schemes, also commonly referred to as “cashback” or “incentive”.

6. Commissions. All new accounts are calculated under the Gross Revenue Share Commission scheme by default. Any Affiliate wishing to participate in a CPA Commission scheme will be required to contact our team.

I. GROSS REVENUE SHARE COMMISSION SCHEME. The table below specifies the incremental steps that apply to a Gross Revenue Share

% Revenue Share	Gross Revenue (in a calendar month)(GBP)
25	0 – 5,000
30	5,000 – 15,000
35	15,000 – 30,000
40	30,000 and up

II. PER PLAYER COMMISSION SCHEME. The table below specifies the incremental steps that apply to number of New Players Commission:

CPA	Depositing New Players (per calendar month)
40	1 – 30
50	30 – 70
60	70 – 150
65	150 – 300
75	301 and up

- 6.1. For these purposes, the term “**Gross Revenue**” shall mean the sum total of all of a Player’s purchases of games, less the winnings of a Player, less any credits, bonus or promotional amounts given to a Player, less e-commerce processing, less any chargeback (including amounts paid as a result of credit card abuse or fraud, or paid to a Player by MNP to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Player.
- 6.2. The CPA will be paid as a one-time fee in accordance with table II above and based on the number of new, unique real money New Players who register and purchase at one of our Sites. We retain the right to accept or decline admittance to the CPA program to any prospective Affiliate for any reason whatsoever in our sole discretion, and all Affiliates must have our prior approval to participate in the CPA Commission scheme. We retain the right to pass on any financial costs to your account that we may incur due to fraudulent activity caused by the New Players you refer to the NetoPartners UK Affiliate Program. If we determine in our sole discretion that an Affiliate is trying to abuse the CPA Commission scheme by sending New Players that are not legitimately interested in playing for real money, we reserve the right to close such Affiliate account in its entirety or terminate such Affiliate’s participation in the CPA Commission scheme, and move such Affiliate to the Revenue Share Commission scheme immediately, with no CPA fees to be paid whatsoever.
- 6.3. Subject to all other terms of this Agreement, all Commissions shall be paid to you on a monthly basis, within approximately 15 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 MNP will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide MNP 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, MNP shall no longer be liable to you for any such Commission. Without derogating from the forgoing, if MNP is not able to transfer the Commissions to you, MNP 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 your having provided incorrect or incomplete details. Should MNP 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 MNP, MNP reserves the right to withhold any such Commission payments and will no longer be liable to pay such Commission.

6.4. MNP reserves the right to request that you provide it 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. MNP is not obligated to make any payments until verification is completed to its satisfaction. If MNP believes at its sole discretion that you have failed to provide it with such verification, MNP 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.

6.5. MNP reserves the right to take action against any Affiliate or its referred players that show patterns of manipulating the NetoPartners UK Affiliate Program 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.

- 6.6. Invoices received by us are rotated in a payment cycle which commences on the 1st of every month, and will be finalized by the 15th. Invoices must be received to us by the 10th of every month; failure to follow this procedure will result in the said invoice being settled in the next payment cycle.
- 6.7. You are urged to provide accurate details in regard to the manner and information relating to your preferred method of receiving Commissions and MNP shall not be held liable for your delayed receipt of Commissions due to your provision of inaccurate details.
- 6.8. Without derogating from any other provision to the contrary in this Agreement, any Commission containing a Revenue Share component with respect to the Sites, shall only be payable for a maximum period of 24 months from the date on which the applicable Lead qualifies as a Player and in any event only during the term of this Agreement.
- 6.9. Where you earn your Commission in accordance with the Revenue Share scheme set out above MNP will apply a negative balance carry-over policy (the "**Policy**"). The Policy consists of the following two rules : (i) in reaching the total Commission owed to you in a calendar month MNP shall calculate all Commissions, both positive and negative, generated by Players via the Sites; and (ii) in the event that at the conclusion of a calendar month the Commission generated by Players via the Sites 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 corporate group of companies to which MNP belongs (the "**Group**")

or issue an invoice for such negative amount at our discretion, subject to the “**High-Roller Policy**” defined below.

- 6.10. If in any given month a Player generates a negative Revenue Share of at least £5,000 he/she will be deemed to be, for the purposes of this section, a “**High-Roller**”. The negative Revenue Share generated by the High-Roller will be carried forward and offset against future Revenue Share generated by such High-Roller as follows: (i) the negative balance carried forward cannot be set-off against other Players’ Revenue Share; (ii) the negative balance of a High-Roller will be reduced by future positive Revenue Share that they generate in subsequent months; and (iii) a negative balance will not be increased by future negative Revenue Share unless the High-Roller meets the qualifying criteria in subsequent months. The Affiliate will be able to view all adjustments in order to track the High-Roller’s net break even Commission amount. Adjustments will be made at the end of each calendar month based on the cumulative Revenue Share for the month running to protect the Affiliate’s income from Revenue Share generated from other Players in the same month.
- 6.11. In the event that the Commission to be paid to you in any calendar month is less than £250 (the “**Minimum Amount**”), MNP 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. MNP 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.
- 6.13. MNP retains the right to review all Commissions for possible Fraud, whether such Fraud is on the part of the Player or on your part. In any period of time during which MNP reviews Commissions for possible Fraud, such review period not to exceed 180 days, MNP shall have the right to withhold any Commission accrued in your favor,

such Commissions not to be paid until such time as the review has been concluded. Any incidence of Fraud on your part constitutes a breach of this Agreement. In case of such breach, MNP 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 same whether such Commissions were generated through Fraud or otherwise. MNP 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 or Fraud Traffic.

6.14. For the purpose of this Agreement and by way of example only the term "**Fraud**" or "**Fraud Traffic**" 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 Players, included, but not limited to, offering any kind of credit, cash-back, free-plays, virtual currency or otherwise (without our prior written approval); (ii) a chargeback executed by a Player in relation to their initial deposit; (iii) collusion on the part of the Player with any other player on the Sites; (iv) opening of an account in breach of the terms of this Agreement; (v) opening of a second affiliate account for one Player or the moving of existing Players between Affiliate accounts; (vi) opening of an Affiliate account for a Player under a different name from their legal name; (vii) offering or providing by you or any third party of any unauthorized incentives (financial or otherwise) to potential or existing Players; (viii) creating or using a single Link intended to be used by a single Lead; and (ix) any other act by you or by a Player which is reasonably understood to have been committed in bad faith against MNP regardless of whether or not such action has resulted in any type of harm or damage to MNP.

6.15. 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 NetoPartners UK Affiliate Program 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 MNP 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, MNP shall not be liable for any activities undertaken on your account by a third party or for any damages that may arise therefrom.

6.16. MNP 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.

7. Contact with Leads and Players. All Leads and Players shall be considered to be customers of MNP only. Should you wish to contact a Lead or a Player you are obligated to first receive MNP's written approval for such contact and without such approval you are expressly forbidden from making contact and corresponding with Leads or Players. If in the opinion of MNP you either try to or do make contact with a Lead or a Player without MNP's written approval, MNP shall be entitled to immediately terminate this Agreement and to indefinitely withhold all Commissions owing to you at such time, without derogating from any other rights and remedies MNP has in that regard. Further, if following your receipt of MNP's written approval for your contacting or corresponding with a Lead or a Player, MNP deems that such contact or correspondence is against the best interests of MNP, MNP shall have the right to revoke the approval previously granted, to terminate this

Agreement and/or to indefinitely withhold all Commissions owing to you at such time.

## 8. Intellectual Property.

8.1. In the event of your acceptance to the NetoPartners UK Affiliate Program, we shall grant you a non-assignable and non-transferable, non-exclusive, revocable license to place the Links on your Affiliate Sites during the term of this Agreement, and solely in connection with the Links, to use our logos, trade names, trademarks, service marks and similar identifying material (collectively, the “**Licensed Materials**”), solely for the purpose of promoting the Sites. You may not sub-license, assign or otherwise transfer the license. You are not permitted to alter, modify or change the Licensed Material in any way whatsoever. You may not use any Licensed Materials for purposes other than promoting the Sites, without first submitting a sample of such use to us and receiving our prior written consent. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays MNP or anyone else negatively.

8.2. We reserve all of our 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 Licensed Materials that are in your possession. You acknowledge that, except for the license granted to you in this section, you have not acquired and will not acquire any right, interest or title to the Links and/or the Licensed Materials by reason of this Agreement or your activities hereunder.

8.3. You further acknowledge and agree that MNP and/or its licensors shall at all times remain the sole owner(s) of all copyrights, trademarks and all other rights subsisting in and to the Licensed Materials and you further agree (during your relationship with MNP and at any time thereafter) not, in any way, to question or dispute the same, nor to

assist any other person to dispute or question such rights. The aforementioned license shall automatically terminate upon the termination of this Agreement (if not earlier terminated by MNP).

8.4. You may not purchase or register keywords, domains, 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 the Licensed Materials, or otherwise include the word "NetoPartner", "Winomania.co.uk", "Winomania", "Winomania casino" or "NetPartners Marketing" or any versions thereof, or include keywords on any of the Sites without the prior written approval of MNP, and you may not use the Licensed Material in HTML coding (including, but not limited to, 'meta tags', 'meta descriptions', 'meta content', 'page titles' and 'titles').

#### 9. Obligations Regarding Your Affiliate Sites.

9.1. You will be solely responsible for the technical operation of your Affiliate Site and the accuracy and appropriateness of materials posted thereon.

9.2. You agree that the Affiliate Sites will not, in any way, copy or resemble the look and feel of the Sites (or any part thereof) nor will you create the impression that your Affiliate Sites are the Sites. You also agree that your Affiliate Sites will not contain any content of the Sites or any materials which are proprietary to MNP, except (i) with our prior permission, (ii) the Links, or (iii) materials obtained by you via the NetoPartners UK Affiliate Program information site in accordance with the provisions hereof or the policies or instructions therein. In particular, you are not permitted to register a domain name, mobile or tablet application name, that includes, incorporates or consists of MNP's and its affiliates' trademarks or any domain name, mobile or tablet application name, that is confusingly similar to such trademarks.

- 9.3. On execution of this Agreement and as a continuing obligation, you will inform MNP 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.
- 9.4. You will not use any unsolicited or spam e-mail to promote the Affiliate Sites and/or the Sites and will ensure that your Affiliate Sites and any related marketing materials or communications do not contain any spyware, adware or other unwanted threats. If your Affiliate Sites or any related marketing materials or communications are found to contain any spyware, adware or other unwanted threats, we reserve the right to terminate this Agreement and your participation in the NetoPartners UK Affiliate Program immediately, without derogating from any rights or remedies we have in that regard. You will indemnify and hold harmless MNP and any other member in the Group from all claims, damages, and expenses (including, without limitation, attorney's fees and expert witness fees) relating to the development, operation, maintenance, and contents of your Affiliate Sites or any materials, products or services linked to therein.
- 9.5. You will ensure that the 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 the 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 NetoPartners UK Affiliate Program immediately and/or withhold any past or future commissions which have accrued or which shall accrue to your benefit.

9.6. You undertake to immediately comply with all instructions and guidelines provided by MNP or published on the NetoPartners UK Affiliate Program information site in relation to your activities in marketing and promoting the Sites including, without limitation, any instruction received from MNP requesting you to post on the Affiliate Websites information regarding new features and promotions on the Sites. You will be solely liable for the content and manner of such marketing activities on the Sites. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including any laws relating to the content and nature of any advertising or marketing) and are subject to the UK Gambling Commission's Licence Conditions and Codes of Practice (the "**LCCP**") as well as other legal requirements that govern the manner in which you may operate, market and advertise your Affiliate services. You agree to conduct yourself, in so far as you carry out activities on behalf of MNP which relate to the activities licensed by the Gambling Commission of Great Britain, as if you were bound by the terms of the LCCP. You shall provide such information to MNP (and co-operate with all requests and investigations) as MNP may reasonably require in order to satisfy any information reporting, disclosure and other related obligations to any regulator (including the Gambling Commission of Great Britain) from time to time, and shall

co-operate with all such regulators directly or through MNP, as required by MNP.

9.7. At all times during the term, and in particular when marketing the Sites to customers in Great Britain, you agree to comply with the following (as amended): (i) the 'UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing'; (ii) the 'Gambling Industry Code for Socially Responsible Advertising'; (iii) the CAP and BCAP 'Guidance on the rules for gambling advertisements'; (iv) the Consumer Rights Act 2015; (v) the Consumer Protection From Unfair Trading Regulations 2008; and (vi) all other applicable laws. If you are in breach of the foregoing, we reserve the right to immediately terminate this Agreement and your participation in the NetoPartners UK Affiliate Program and/or withhold any past or future commissions which have accrued or which shall accrue to your benefit.

9.8. You will indemnify and hold MNP, 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 MNP's and the Sites' reputation and goodwill, and you undertake that at all times consider the goodwill and reputation of MNP and the Sites and to act in an appropriate manner.

9.9. You hereby acknowledge that your conduct as an Affiliate shall reflect on the Group and has the potential to cause substantial damage to the Group's reputation and goodwill and that you shall at all times consider the goodwill and reputation of the Group and the Group's

names and brands. Thus, and without derogating from the foregoing, you will not take any action which is likely to cause damage to the Group's reputation and goodwill.

10. Term.

10.1. The term of this Agreement will begin upon your acceptance of the NetoPartners UK Affiliate Program and will end when terminated by either you or MNP. At any time, either you or we may immediately terminate this Agreement, with or without cause, by giving the other written notice of termination, where such notice may be served via fax or e-mail.

10.2. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

10.3. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, 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 any member of the Group and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the NetoPartners UK Affiliate Program. 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.

11. Limitation of Liability. We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the NetoPartners UK Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the NetoPartners UK Affiliate Program will not exceed the total Commissions paid or payable to you under this Agreement.

12. Disclaimers. We make no express or implied warranties or representations with respect to the NetoPartners UK Affiliate Program or any products or other items sold through the NetoPartners UK Affiliate Program (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 Sites will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

13. Your 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 in full, which creates legal, valid and binding obligations on you, enforceable against you in accordance with the terms hereof; (ii) all the information provided by you with regards to your application to the NetoPartners UK Affiliate Program is 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) that you acknowledge that we are licensed by (without limitation) the Gambling Commission of Great Britain and bound by licensing codes and conditions of practice, and by your participation in the NetoPartners UK Affiliate Program you agree to carry out all your activities as an Affiliate as if you were bound by the same license conditions and subject to the same code of practice as MNP; (v) 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 NetoPartners UK Affiliate

Program or receive payment under this Agreement, (vi) you will inquire and comply in full with any applicable legislation with respect to any activities performed by you as an Affiliate hereunder and you undertake not to engage in any unlawful business practices in any jurisdiction in respect of the Affiliate Sites and/or the Sites, and (vii) 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. Indemnification. You hereby agree to indemnify, defend and hold harmless MNP and any member of the Group and their respective shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "**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 (including or any representation or warranty made by you herein), (ii) any claim related to your Affiliate Sites (including, without limitation, claims made by Leads, potential Players, Players, a third party and/or any governmental authority or body) or (iii) any claim related to your entitlement to use or the display of the Links or Licensed Materials on the Affiliate Website(s).

15. Confidentiality. We may disclose to you certain information as a result of your participation as part of the NetoPartners UK Affiliate Program, which information we consider to be confidential (the "**Confidential Information**"). Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and

solely 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.

16. Entire Agreement. The provisions contained in this Agreement constitute the entire agreement between us and you with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by us (and/or any member of the Group) which is not contained in this Agreement shall be valid or binding between us and you.
17. Relationship of Parties. You and MNP are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and MNP (and/or any other member of the Group).
18. Independent Evaluation. Without derogating from anything contained herein, 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 NetoPartners UK Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.
19. Modifications. We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. Posting on our NetoPartners UK Affiliate Program information site a change of terms notice or a new agreement is considered sufficient provision of notice and such modifications shall be effective as of the date of posting. Modifications may include, but are not limited to, changes in the scope of available Commission fees, Commission schedules, payment procedures, and NetoPartners UK Affiliate Program rules. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued participation in the NetoPartners UK Affiliate Program following our posting of a change notice or new

agreement on our Website will constitute binding acceptance of the change. For the avoidance of doubt, any modification to this Agreement shall not affect Commissions accrued to your benefit prior thereto. **Due to the above, we advise you to frequently visit the NetoPartners UK Affiliate Program information site and review the terms and conditions of this Agreement, as may be modified.**

20. Miscellaneous.

20.1. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Royal Courts of Justice, London, England.

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

20.3. Without derogating from the rights of MNP under this Agreement and/or by law, MNP 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 MNP, from whatever source.

20.4. 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.

20.5. MNP 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 Group, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which MNP may be involved in.

20.6. 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.

21. 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.

Our goal is to create and maintain a fair and rewarding Affiliate partnership. If you have any questions or concerns about this Agreement, please contact us at [UKAffiliate@Netopartners.com](mailto:UKAffiliate@Netopartners.com)