

# Esports Marketing Limited Affiliate Agreement

## 1. Introduction.

- 1.1. This Affiliate Agreement ("**Agreement**") contains the complete terms and conditions between Esports Marketing Technologies Ltd ("**Esports Marketing**" or "**we**" or "**us**"), and you ("**you**", "**your**"), regarding your application to participate as an affiliate (an "**Affiliate**") of Esports Marketing. As an Affiliate your role will be to promote the "Scratch2Cash.com", "Hopa.com", "GriffonCasino.com", "dansk777.dk", "GenerationVIP", "Karamba.dk", "generationvip.com", "Karamba.com", "BetTarget.com" and "HopaSlots.de" website, owned by Esports Marketing and powered and operated by Aspire Global International LTD and/or by AG Communications LTD, as applicable (the "**Sites**"). By submitting the application form, you are deemed to have agreed to be bound to the terms and conditions set out in this Agreement.
- 1.2. This Agreement shall be binding upon the parties and shall inure to the benefit of the parties and Esports Marketing's Group Companies, which the Group Companies, as third party beneficiaries of this Agreement, shall enjoy and be entitled to, without restriction or additional consideration, all of the rights and privileges (but shall not be subject to any liabilities or obligations or any kind) accruing to Esports Marketing hereunder. The term "**Group Companies**" shall mean, in relation to any entity: any person or entity directly or indirectly controlling, controlled by, or under common control with such entity. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise.

## 2. Affiliate Program Application.

- 2.1. To become an Affiliate you will have to submit a completed Affiliate Program Application. We will evaluate your application and, where applicable, notify you of your acceptance to the Affiliate Program. Before being entitled to start any acquisition campaign for us you should get written approval from your personal account manager. We may reject your application or terminate this Agreement for breach 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 Sites**") are not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Sites 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 (v) any unlawful behavior or conduct; (vi) fake or misleading content, including fake news; (vii) false claims, testimonials, endorsements or any similar content; or any unlawful behavior or conduct, including, but not limited to, a breach of any regulatory requirement applicable to Esports Marketing.(the "**Prohibited Content**").You shall have no right to appeal any decision to reject your application .
- 2.2. In any event, prior to your use of any testimonial and/or endorsement s, you shall first obtain our prior written approval. Similarly, we shall reject your application if we determine, in our sole discretion, that the Affiliate Sites are designed to appeal to Minors (as defined below). You shall have no right to appeal any decision to reject your application
- 2.3. Esports Marketing 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 the 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. You shall have no right to appeal any decision to reject your application.
- 2.4. By establishing an account with us, you acknowledge that you may be asked to share certain personal information about you before activating or during your use of the Affiliate Program (e.g. your name, physical address, email address, phone number, financial information, etc.). By accessing and opening an account, you agree and understand that we will use such information as necessary for the performance of this agreement to which you are a party (e.g. to process payments and to evaluate your application). You may contact us at [DPO@ebet.gg](mailto:DPO@ebet.gg) at any time and request to access, delete, change or update any personal information relating to you (for example, if you believe that your personal information is incorrect, you may ask to have it corrected or deleted) that we will cease any further use of your personal information or that we shall remove your personal information (subject to any other legal obligation that may require us to keep the information). If you wish to raise a complaint on how we have handled your personal information, please contact us directly at [DPO@ebet.gg](mailto:DPO@ebet.gg). For more details, you should review our <https://ww.karambaaffiliates.com/info/privacy> which describes how we access, use, store and retain personal

information and how we respect individual rights to privacy. Not sure this email is relevant, and we need to review privacy policy

### 3. Affiliate Sites.

- 3.1. We may terminate this Agreement with immediate effect, if we determine, in our sole discretion, that Affiliate Sites are not suitable for any reason, including inclusion of content on the Affiliate Sites that we deem is in any way unlawful, harmful, misleading, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains any Prohibited Content.
- 3.2. 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. Similarly, we shall terminate this Agreement with immediate effect, if we determine, in our sole discretion, that any of the Affiliate Sites are designed to appeal to persons under the age of 18 or the minimum legal age which individuals may use the Sites or Applications in the applicable territory (such individuals shall hereinafter be referred to as "**Minors**"). "Application" is a software which is designed for end user to use the games.
- 3.3. We are strongly committed to the protection of our Players from all types of malicious, harmful or intrusive software and hold a zero-tolerance policy in such regard. Therefore, we shall terminate this Agreement with immediate effect if we deem, at our sole discretion, that any of the Affiliate Sites are designed to distribute or promote any spyware, adware, Trojans, viruses, worms, spybots, key loggers or any other form of malware and withhold any past fees which have accrued to your benefit.
- 3.4. We are committed, in accordance with our zero-tolerance policy for bribery and corruption (the "**Anti-Corruption Policy**"), to ensure that all of our activities and the activities of all of our Affiliate and business partners comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, in performing your activities under this Agreement, you undertake to comply with all applicable laws related to bribery and corruption and you shall not offer, promise, give, authorize, solicit or accept any undue pecuniary or other advantage related to any prospective Leads, "impressions", "clicks", "acquisitions", "installations", "views", "leads", "registrations" (each as defined or detailed below), payments made under this Agreement or otherwise. We shall immediately terminate this Agreement if we determine, in our sole discretion, that any of your activities do not fully comply with our Anti-Corruption Policy.
- 3.5. You are aware of the fact that the services promoted by Esports Marketing are subject to various laws and regulation. Therefore, you shall make sure that the services provided by you in accordance to the Agreement comply with all applicable laws and regulations. Specifically, you must never promote the Affiliate Sites to a self excluded end users or to any blocked, suspended, or any other end users or potential end users, who according to applicable laws, should not receive any such type of communication, in particular, you must never promote the Sites or Applications or any websites owned by Esports Marketing or its affiliates to any person and/or entity located in the United Kingdom by any form of sent communications, which includes but is not limited to email, SMS, WhatsApp, fax and/or post; also, you must never promote the Sites or Applications on Twitch.com or on any other streaming platform which was not approved by Esports Marketing (collectively "**Prohibited Practices**"). In the event that you are in breach of this provision, we may: (i) terminate this Agreement with immediate effect; and (ii) withhold any payments owed to you by us and we will no longer be liable to pay such amounts to you. In addition, notwithstanding anything to the contrary in this Agreement, if we have paid you any prepayment (or partial prepayment) you will reimburse us for the full amount within 15 days' of the effective date of termination of this Agreement.
- 3.6. You shall not target US, Israeli or Turkish IP addresses, as well as other IP addresses, as by notified in writing by us from time to time. Any such IP derived impressions or clicks shall not be billable to us.

### 4. Links and Promotions.

- 4.1. In the event of your acceptance to the Affiliate Program, we will make available to you, banner advertisements, button links, text links and other links as determined by Esports Marketing which shall link to the Sites or Applications (the "**Links**"), which you may display on your Affiliate Sites, provided you abide by the terms and conditions of this Agreement.
- 4.2. 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 Esports Marketing and which Esports Marketing have approved ("**Alternative Sites**"), you shall be obligated to request and receive Esports Marketing's prior written approval for the placement of the Links on

Alternative Sites if an approval is granted, the Alternative Sites shall then become part of Affiliate Sites for the purpose of this Agreement.

- 4.3. You may not modify a Link, unless you have received prior written consent from Esports Marketing 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. You may not advertise the Sites or Applications in any way not approved in advance by us in writing including, without limitation, the use of spam e-mails. For the avoidance of doubt, you may never engage in Prohibited Practices.
  - 4.4. Esports Marketing reserves the right, at its sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and you shall immediately cease marketing to persons in such jurisdictions. Esports Marketing also reserves the right, at its sole discretion, to disable or redirect any Link in any jurisdiction.. Esports Marketing will not be liable to pay you any payment which would have otherwise been payable to you under this Agreement in respect of such Links and jurisdictions, and you shall have no claim toward Esports Marketing in this regard.
  - 4.5. In addition to your use of Links you may promote the Sites or Applications by means of the publication of bonus codes (each a "**Promotion**"). Your activities in relation to a Promotion shall be strictly in accordance with Esports Marketing relevant guidelines as such shall exist and be amended from time to time.
  - 4.6. Neither you nor your business partners will be entitled to market or promote the Sites or Applications and/or use any of the Links and/or Licensed Materials (as defined below) on any website, software, application or portal which (i) in any way which infringes the intellectual property rights of any third party; and/or (ii) provides any unauthorized access to copyrighted content. In the event that you are in breach of the foregoing we may terminate this Agreement immediately and notwithstanding anything to the contrary in this Agreement, we may retain any commission otherwise payable to you under this Agreement and we will no longer be liable to pay such commission to you.
  - 4.7. 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.
  - 4.8. You shall refrain from marketing the Sites or Applications 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 Internet sites on which we place advertisements for the Sites or Applications; and (ii) the promotion of the Sites or Applications by you by way of keyword advertising with Internet search engines. Your breach of the foregoing provisions will constitute a breach of this Agreement, and Esports Marketing 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.
  - 4.9. In relation to pay-per-click (PPC) and keyword bidding it is hereby made clear that you may not advertise or purchase or register keywords, search terms, search engine ads 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 Esports Marketing or any of the Group's (as defined below) trademarks or trade names from time to time or include the words 'Aspire Global', 'BetTarget', 'scratch2cash', 'generationvip', 'dansk777', 'hopa' or 'Esports Marketing' or any variations of each of these words, or include metatag keywords on the Affiliate Sites which are identical or similar to any Esports Marketing or any of the Group's trade marks or trade names from time to time. Your breach of the foregoing provisions will constitute a breach of this Agreement, and Esports Marketing 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 any commission arising as a result of such activities.
5. **Referred Players.**
- 5.1. A "**Player**" shall mean an Internet user without a prior account with any of the Sites or Applications owned by Esports Marketing who accesses any of the Sites or Applications directly through the Links, creates a new account and makes a deposit on a Site. Neither you nor your relatives are eligible to become Players 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 Players per individual household computer is strictly limited to one.

- 5.2. Esports Marketing's measurements and calculations in relation to the number of Players and the relevant Net Revenue and Gross Revenue figures shall be the sole and authoritative tool for such measurements and calculations and shall not be open to review or appeal.
- 5.3. We shall make the number of Players and the relevant Gross Revenue and Net Revenue figures available to you through our Affiliate Program information site. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between your Affiliate Sites and the Sites are properly formatted throughout the term of this Agreement. Notwithstanding the foregoing, Players who received a first money transfer into their account from a third party shall not be counted for payments associated with click-per-action trackers or with progressive net revenue share schemes, also commonly referred to as "cashback" or "incentive".

## 6. Deliverables and Delivery.

- 6.1. We shall not be liable to pay for any Deliverables (as defined below) that are delivered in deviation from what defined in this agreement or agreed in writing by Esports Marketing, including where such Deliverables: (i) are not derived from the targeted countries for which a commission has been agreed and defined by Esports Marketing; (ii) above the Frequency Cap as detailed by Esports Marketing; (iii) are 15% or more above the Daily Cap as detailed by Esports Marketing; (iv) 15% or more above the Total Cap as detailed by Esports Marketing; (v) are a result of fraud as determined by us; or (vi)

are derived from any breach of the terms of this Agreement by you including (but not limited to) any breach of Sections 3.1, 3.2, 3.5, 3.6, 4.2, 4.3, 4.5, 4.7, 6, ,9, 10, 14, 20 to this Agreement.

- 6.2. if not otherwise agreed in advance and in writing by Esports Marketing, the following frequency cap and daily cap shall apply for the different Deliverables (i) 5 impression per user in 24 hours (the: "**Frequency Cap**") (ii) with regard to CPM the daily cap is 100 Euro in inventory cost; (iii) with regard to CPI, the daily cap is 100 installations per day; (iv) with regard to CPC, the daily cap is 100 clicks per day; (v) with regard to CPL, the daily cap is the 30 registrations per day; (vi) with regard to CPA., the daily cap is according to sections 7.4.2 and 7.4.3. In this Section, subsection (ii) to (vi) together is the "**Daily Cap**".

- 6.3. Our measurements in relation to the Deliverables shall be the sole and authoritative tool. Notwithstanding the foregoing, you shall, within 7 days of the end of the month in which a campaign is run, have a right to appeal the Esports Marketing's measurements for such month by providing Esports Marketing with written evidence demonstrating the extent to which your measurement of the Deliverables exceeds Esports Marketing's measurement (the "**Excess Deliverables**"). If Esports Marketing reasonably deems such evidence to be accurate, you shall be entitled to charge for such Excess Deliverables up to a maximum amount of 15% of the amount which would have otherwise been due in accordance with the Esports Marketing's measurements and *provided* that the limits referred to in Section 6.1 (iii) and (iv) are not exceeded in consequence thereof.

- 6.4. In the event the parties sign an insertion order on which is agreed that your tracking system shall be used to measure the Deliverables, then you shall serve the campaign to your database via your tracking system and your measurements shall be the sole and authoritative tool save where Esports Marketing has provided you with reasonable evidence in writing that its measurements of the Deliverables are more accurate than your measurements within 30 days of receiving your invoice provided in accordance with Section 6.1. If the difference in measurements is 15% or less we will pay in accordance with your measurements, if the difference in measurements is greater than 15% the parties will negotiate the disparity in good faith.

- 6.5. Unless otherwise stated by Esports Marketing, we may request by written notice to you at any time: (a) to make changes to the commercial terms including (but not limited to) the provisions in respect of the targeted countries, the type of campaign or the applicable Sites and/or Applications; or (b) to pause part or all of the campaign for a period of time determined by us, including without limitation, to disable any Link provided by us. You hereby agree to implement the requested changes no later than 24 (twenty four) hours following your receipt of such notice from us.

### 6.6. In relation to a Cost Per Acquisition (CPA) campaign

- 6.6.1. An "acquisition" shall occur when a distinct Internet user without a prior or existing user account with any of the Sites or Applications, who during the term of the IO (i) accesses one of the Sites or Applications directly through a Link; (ii) opens a new user account with the Site or Application; (iii) makes the required minimum deposit in such account; (iv) reaches minimum bets requirement; thereby becoming a "Lead".

- 6.6.2. An "acquisition" shall occur when: (i) a Lead makes at least €10 (ten Euros) Deposits in relation to the Site prior to or on the end date of the campaign ("**CPA Minimum Deposit**"), thereby becoming a "Player" ; (ii) the value of bets placed on the Sites and/or Application by such Player shall amount to

10€ (ten Euros) ("**Minimum Bets**")

- 6.6.3. A "Sport Oriented Player" shall mean a Player whose initial registration to any of the Sites or Applications has been made through the Sport tab available on the Sites or Application as shall be determined by us at our sole discretion, regardless of the type of products or services actually played by that Player post registration (Sports, Casino etc.).
- 6.6.4. In the event that the number of Players who are not verified according to applicable law and regulations exceeds 35% of all your Players, Esports Marketing reserves the right, at its sole discretion, to immediately (i) withhold any payments owed to you by us and we will no longer be liable to pay such amounts to you; and (ii) terminate the Agreement with immediate effect.
- 6.7. **In relation to a Cost Per Installation (CPI) campaign:**
- 6.7.1. an "installation" shall occur when an Internet user downloads the Application through a link and installs the Application on a mobile telephone or tablet prior to or on the end date of the campaign.
- 6.7.2. Without derogating from the generality of Section 6.3, AppsFlyer (a third party tracking platform) tracking will be implemented as part of this campaign. We will provide you with the ability to track the campaign either via tracking pixels or reports, as will be agreed between the parties in advance of the start date of the campaign.
- 6.8. **In relation to a Cost Per Registration (CPR) campaign:**
- 6.8.1. A "registration" shall occur when a distinct Internet user without a prior or existing user account with any of the Sites or Applications, who during the term of the campaign accesses one of the Sites or Applications directly through a Link, opens a new user account with the Site or Application and completes the registration form.
- 6.8.2. The number of Leads per individual: (a) household; (b) computer terminal; (c) mobile device; or (d) tablet, is strictly limited to one.
- 6.8.3. In the event that the number of Players who are not verified according to applicable law and regulations exceeds 35% of all your Players, Esports Marketing reserves the right, at its sole discretion, to immediately (i) withhold any payments owed to you by us and we will no longer be liable to pay such amounts to you; and (ii) terminate the Agreement with immediate effect.
- 6.9. **In relation to a Cost Per Click (CPC) or Cost Per Mille (CPM) campaign on display advertisement**
- 6.9.1. In the event that the impressions or clicks ordered are served incorrectly by you in terms of either tag or technical specification, such impressions shall not count towards the number of impressions or clicks deemed delivered hereunder and we shall not be liable to pay for the same.
- 6.9.2. All impressions of display campaigns ordered hereunder shall be served above the fold and any impressions served below the fold will not be included in the number of impressions counted as properly delivered under this Agreement.
- 6.9.3. In the event that you use any type of impression auto-refresh delivery system the parties shall discuss whether the use of such system negatively impacts on the commercial benefit for us and accordingly the parties shall discuss in good faith any changes to the commercial terms hereof.
- 6.9.4. Throughout the campaign, we shall have the right to request shifting of ordered impressions or clicks not yet received by us to new placements of comparable value, subject to inventory and reasonable discretion.
- 6.9.5. You will make best effort to provide even pacing throughout the campaign period.
- 6.10. **In relation to email marketing campaigns:**
- 6.10.1. In the event that the impressions or clicks ordered are served incorrectly by you in terms of either tag or technical specification, such impressions shall not count towards the number of impressions or clicks deemed delivered.
- 6.10.2. You will send a test email to us no later than 48 hours prior to an agreed email drop date. No email drop shall be made until we have provided our prior written approval of the test email. We reserve the right to request changes to the format and/or content of the test email prior to the applicable email drop.

- 6.10.3. An email may only be delivered to one email address per drop. In the event that the email has been successfully delivered by you to an email address, the relevant email address may not be targeted by you in following drops in relation to the campaign.
- 6.10.4. You will not: (a) send any emails to Minors or other vulnerable persons, including those which promote the Sites or the Applications; or (b) make any reference to our or our Group Companies' brand names or trademarks in the "sender" or "from" field of any Email sent as part of the campaign.
- 6.10.5. You will not send any unsolicited or spam messages to promote the Sites or Applications. 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 the right immediately terminate this Agreement 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.
- 6.10.6. Regarding a CPM campaign, in the event that the Guaranteed Open Rate as detailed by Esports Marketing is not attained you shall continue to deliver emails in accordance with the terms detailed by Esports Marketing until such Guaranteed Open Rate is reached.
- 6.10.7. On CPM campaigns, the parties shall agree by email the dates of the email drops.
- 6.10.8. You will make best effort to provide even pacing throughout the campaign period.
- 6.10.9. You shall clean your list before every drop according to requirements on section 12.9

## 7. Revenue Share based Commissions.

7.1. Definitions – for purposes of this Section 7, the following terms have the following meanings:

- 7.1.1. **"Casino Oriented Player"** shall mean a Player who first registered to the Site through the Casino tab available on the Site;
- 7.1.2. **"Sports Oriented Player"** shall mean a Player who first registered to the Site through the Sports tab available on the Site; and
- 7.1.3. **"Bingo Oriented Player"** shall mean a Player who first registered to the Site through the Bingo tab (if available on the Site).
- 7.1.4. For the avoidance of doubt, a Player's orientation for the purpose of determining its revenue share remuneration scheme shall be determined by Aspire Global at its sole discretion based on the section (i.e. Casino, Sport, or Bingo tabs) through which the Player has made his first registration on any of the Site, regardless of the products played by that Player following his registration. Once a Player's orientation has been determined by Aspire Global, either as a Sport, Casino, or Bingo Oriented Player, the relevant remuneration scheme shall apply to the Player's Net Revenue generated from all the Casino, Sports, and Bingo products and services, on an aggregate basis.

7.2. Esports Marketing will pay you solely the following commissions based upon the table set out below:

<b>Revenue Share</b>	
% payable of Player Net Revenue	
<b>First Time Deposit Players</b>	<b>% Revenue Share</b>
<b>0-12</b>	<b>25%</b>
<b>13-25</b>	<b>30%</b>
<b>26-55</b>	<b>35%</b>

<b>56+</b>	contact <a href="mailto:partners@eaffiliates.com">partners@eaffiliates.com</a>
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For the avoidance of doubt, the payment of commissions based upon the table above is calculating all verticals together on the First Time Deposit Players Tier.

- 7.3. Furthermore, it is hereby clarified and agreed that Esports Marketing reserves the right to reduce the Revenue Share Commission to 25% following a period of six months in which the account has not generated any Players. This term is applied to every revenue share plan.
- 7.4. Alternatively –according to section 6.6 and subject to our written approval to your participation in our "CPA" scheme, which approval will be provided at our sole discretion, you may request to join our CPA remuneration scheme, under terms to be agreed between the parties on a case by case basis. Under our CPA remuneration scheme you will be entitled to receive a certain one off CPA commission (as shall be separately agreed between us) for any new Player you direct to any of the Sites..
- 7.4.1. Notwithstanding the foregoing, you will not be able to generate any Sport Oriented Players in the United Kingdom, in respect of any Player who registers or provides the CPA Minimum Deposit during either the Grand National or Cheltenham Festival horseracing events (and for the avoidance of doubt we will not pay you any commission with respect to such Players), unless otherwise agreed by us in writing in your commission plan. Further, without limiting the generality of any other term of this Agreement, we reserve the right (i) to change the CPA Minimum Deposit in your commission plan in our discretion during such events; and (ii) to direct you in writing to cease any or all marketing efforts in the United Kingdom during such events, and you shall immediately cease marketing to persons in the United Kingdom for the duration of such events, and we shall not be liable to pay you any commission which would have otherwise been payable to you under this Agreement in respect of the United Kingdom.
- 7.4.2. Any Affiliates under CPA deals- or under Revenue Share plus CPA ("**Hybrid- Deals**") shall be subject to a probationary cap of 25 Players, if not otherwise specified by us (the "**Probationary Cap**"). Once you reach the Probationary Cap in terms of Players generated by you, you shall pause the traffic you are directing to the Sites until final validation of the deal by us ("**Final Approval**"). Please note that if the Probationary Cap is crossed without our Final Approval, we will not pay you any commission with respect to the Players exceeding such Probationary Cap.
- 7.4.3. Following Final Approval, all CPA- or Hybrid- Deals shall be further subject to a daily cap of 30 Players, if not otherwise agreed by us in writing (the "**Daily Cap**"). Please note that if the Daily Cap is crossed without our written approval in a given day, we will not pay you any commission with respect to the Players exceeding such Daily Cap in the same day.
- 7.4.4. The CPA Minimum Deposit and Minimum Bets figures, as well as the CPA commission amount, shall be agreed between the parties in writing as part of the application process, and are subject to change by us at any time and from time to time by providing notice to you. If Esports Marketing did not specifically mention a different rate for the CPA Minimum Deposit and Minimum Bets, the rate of section 6.6.2 should apply. For further details please contact us at [partners@eaffiliates.com](mailto:partners@eaffiliates.com)
- 7.5. It is hereby agreed that starting as of 1st of July. 2021, you will not be permitted to receive any Revenue Share based commissions and/or CPA commissions allocated from Players located in Germany.
- 7.6. For these purposes, "**Net Revenue**" shall mean, as applicable: (1) the monthly sum total of all Players' purchases of bets, less the winnings of Players from both the Casino and Sports products, plus (2) the total bingo bets multiplied by the Rake (defined below) of the specific bingo room (with (1) and (2) together being the "**Gross Revenue**"), less any further credits, bonus or promotional amounts given to Players, less any chargeback (including amounts paid as a result of credit card abuse or fraud, or paid to a Player by Esports Marketing to settle a claim involving the allegation of credit card or other abuse or fraud) or any uncollectible revenue attributable to a Player less gaming tax as percentage of Gross Revenue (United Kingdom:21% | South Africa 13% | Sweden: 15% | Denmark 28% | Ireland: 18%| Austria: 25%) and less fixed administration fee equal to 25% of the total Net Revenue which was accumulated prior to applying such deduction. "**Rake**" shall mean the fee charged by us to Players to participate in a particular bingo game.



7.6.1. It is hereby clarified and agreed that applicable local gaming taxes shall be calculated as per the respective Gross Revenue share of each party while the Affiliate share of such tax shall be borne by the Affiliate and deducted from its part of the Gross Revenue at the rate in force on the date payment is due.

7.7. Eaffiliates does not enforce Negative Carry Over.

7.8. HIGH ROLLER POLICY

Negative Commission revenue generated in any given month by any Players who We, in our sole discretion, determine to be "High Rollers" will be carried forward and offset against future commission revenue generated by Players referred by You until such negative commission revenue is cleared. The determination of the criteria to categorize a Player as "High Roller" shall be in our sole discretion, and Our sole responsibility in this regard shall be to advise you of the categorization of any Players referred by you as the same by way of amendment to these terms and conditions. Current criteria for determining our High Roller policy are:

HR1. if in any given month a player generates negative commission revenue of at least €8,000, and the aggregate commission revenue in that month for that Affiliate is negative, then such Player shall be deemed to be a High Roller;

HR2. if both of the above criteria are met (HR1) then the negative commission revenue generated by the High Roller will be carried forward and offset against future commission revenue generated by that High Roller;

HR3. the negative balance carried forward cannot be set-off against other players' positive commission revenue;

HR4. the negative balance carried forward cannot be greater than the total aggregate negative commission revenue for the affiliate, for that month;

HR5. if there is more than one High Roller, the negative balance carried forward will be split proportionally between them;

HR6. The negative balance of a High Roller will be reduced by future positive commission-able revenue that they generate in subsequent months;

8. **Payment Terms.**

8.1. We shall pay you within 30 days from the end of each month for the previous months, following our report (subject to section 6.3) which details the amount of (as applicable) Revenue Share or the number of acquisition/impressions/clicks/installs/leads/registrations, the number of email drops undertaken, the number of emails successfully delivered and the open rate for each email drop or the number of clicks generated (as applicable) (collectively referred to as the "**Deliverables**"), delivered during the previous month.

8.2. In the event that Esports Marketing states that it shall pay you, by way of prepayment or partial prepayment, if this Agreement is terminated for any reason whatsoever before the prepayment or partial prepayment is depleted, you hereby undertake to refund us that portion of the prepayment amount that remains undelivered at such time of termination, if any, within 5 days of the effective date of termination of this Agreement.

8.3. If we state that we shall pay you by way of partial prepayment, once the partial prepayment is depleted the remaining budget shall be paid in accordance with Section 6.1.

8.4. You shall be solely liable for any tax, charge or levy imposed on you in respect of your receipt of any sum due and payable under this Agreement by the relevant authority and all amounts due and payable by us to you hereunder are inclusive of any VAT, tax, charge or levy which may be imposed on such payment and we shall be under no obligation to increase such payment in the event such tax becomes applicable.

8.5. Esports Marketing 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. In the event that the commission to be paid to you in any calendar month is less than €200 (the "**Minimum Amount**"), Esports Marketing shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

8.6. Esports Marketing retains the right to review all commissions for possible fraud, where such fraud may be on the part of the Player or on your part. Any incidence of fraud on your part constitutes a breach of this Agreement, and Esports Marketing retains full authority to terminate this Agreement immediately in the event of such breach. Further, in the event that Esports Marketing deems that fraud has occurred, either on your part or on the part of a Player, you shall not be entitled to receive any commissions which have accrued to your benefit at such time whether such commissions were generated through fraud or otherwise.



- 8.7. Payments made by us shall be made directly to you as per your preferred payment method and to the account detailed by you (the "Payment Account"). It is your responsibility to ensure that the details are both accurate and complete and we will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide us with incorrect or incomplete details or you have failed to update your details and as a result your fee is paid to an incorrect Payment Account, we shall no longer be liable to you for any such fees. You shall provide all necessary documentation in relation to your Payment Account details, in order for us to comply with any and all applicable laws, regulations and directives.

9. **Fraud.**

- 9.1. In any period of time during which we review the Deliverables, Leads or your behavior for possible Fraud, such review period not to exceed 180 days, we shall have the right to withhold any fees or commission accrued in your favor. Such fees or commission 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, we retain the right to terminate this Agreement immediately and you shall not be entitled to receive any fees which have accrued to your benefit at such time in relation to same whether such fees or commission were generated through fraud or otherwise. We also retains the right to setoff from future fees or commission payable to you any amounts already received by you which can be shown to have been generated by fraud.
- 9.2. For the purpose of this Agreement and by way of example only the term "**Fraud**" shall include, but shall not be limited to: (a) the encouragement by you or a third party of bonus abuse on the part of of the Leads or any Player; (b) a chargeback executed by a Player or Lead in relation to their initial deposit; (c) collusion on the part of the player or Lead with any other player on the Sites or Applications; (d) the opening of an account in breach of the terms of this Agreement; (e) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise), to potential or existing Players; (f) creating or using a single Link intended to be used by a single Player or Lead; (g) any other act by you or by a potential Player or by a Player which is reasonably understood to have been committed in bad faith against us and/or any company in our Group Companies regardless of whether or not such action has resulted in any type of harm or damage; (h) an artificial simulation of an installation; (i) the encouragement by you or a third party of simulated installation processes; (j) transfer of the installation process to a third party without previously consulting, notifying and receiving our prior written approval; (h) traffic detected by our partner [www.protected.media](http://www.protected.media) which is identified being fraud by their tools implemented on our Sites, (i) advertising a different minimum deposit with the objective of reaching the CPA Minimum Deposit defined in your commission plan from time to time.

10. **Intellectual Property.**

- 10.1. In the event of your acceptance to the Affiliate Program, we shall grant you a non-assignable and non-transferable, nonexclusive, 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, "**Licensed Materials**"), solely for the purpose of promoting the Sites or Applications. You may not sublicense, 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 or Applications, and in any event, you may not use the Licensed Material 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 Esports Marketing or anyone else negatively.
- 10.2. 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 10, 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. You further acknowledge and agree that Esports Marketing and/or its licensors shall at all times remain the sole owner(s) of all copyrights, trade marks and all other rights subsisting in and to the Licensed Materials and you further agree (during your relationship with Esports Marketing 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 Esports Marketing).
- 10.3. If you have received our prior written consent, to amend or modify the Licensed Materials, you hereby assign the copyright and all other intellectual property rights in and to all work produced by you in connection with the matters considered herein shall be assigned at no additional cost to us. In addition any amended or modified Licensed Materials shall not be used by you without our prior written approval. Work products produced by you for the campaign without any use of Licensed Materials provided by us shall belong to you.

- 10.4. You agree that you shall not infringe upon any third party intellectual property rights, including trademarks, service marks, trade dress, logos, trade names, corporate names, domain names, copyright and designs together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

11. **Contact with Players.**

- 11.1. All Players shall be considered to be customers of Esports Marketing only. Should you wish to contact a Player you are obligated to first receive Esports Marketing written approval for such contact and without such approval you are expressly forbidden from making contact and corresponding with any Players. If in the opinion of Esports Marketing you either try to or do make contact with a Player without Esports Marketing's written approval, Esports Marketing 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 Esports Marketing has in that regard. Further, if following your receipt of Esports Marketing's written approval for your contacting or corresponding with a Player, Esports Marketing deems that such contact or correspondence is against the best interests of Aspire Global, Aspire Global 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.

12. **Privacy and Data Protection.**

- 12.1. For the purpose of this section: "**Personal Data**" means any data that can or may be used whether alone or in combination with other information in order to identify a single person. "**Data Protection Legislation**" means all data protection and privacy laws applicable to the processing of Personal Data, including after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**").
- 12.2. You shall ensure that all individuals (including potential Players) who you engage or communicate with through the Affiliates Sites ("**End Users**") have been informed of, and if required by Data Protection Legislation, have given their prior consent to any collecting or processing of their information (including any Personal Data), in connection with this Agreement.
- 12.3. You shall not in any manner infringe an End User's privacy rights and shall not collect, transmit, disclose, copy or use End User's Personal Data without having obtained the End User's specific, informed and unambiguous consent.
- 12.4. You will post in each of the Affiliates Sites a prominent privacy policy ("**Privacy Policy**") which includes a clear and accurate description of the information that is collected and how you collect, use and share this information, stating the exact purposes and the type of recipients of any such collected information.
- 12.5. You shall handle all Personal Data collected from End Users strictly in accordance with applicable Data Protection Legislation.
- 12.6. You shall take adequate technological and any other necessary security measures in order to safeguard End Users' Personal Data which is collected or processed by you.
- 12.7. You shall provide reasonable cooperation and assistance to Esports Marketing in relation to your processing of Personal Data in order to allow Esports Marketing to comply with its obligations under Data Protection Legislation and upon reasonable and written notice, allow your data processing procedures and documentation to be inspected by Esports Marketing in order to ascertain compliance with this Section 12.
- 12.8. You shall at all times allow End Users to exercise their rights under the Data Protection Legislation (e.g. the right of access, right to rectification, restriction of processing, erasure, etc.).
- 12.9. You shall use the Hashing Guidelines provided by Esports Marketing to maintain the anonymity of the excluded Players' List. [To access the guide & the list click here, the file is constantly updated therefore download the latest file every time before sending a communication.](#)
- 12.10. The parties shall comply with the applicable Data Protection Laws and the Data Protection Addendum which is attached herewith as Exhibit A.

13. **DIRECT MARKETING.**

- 13.1. To the extent that Affiliate carries out direct marketing activities (including, without limitation, email campaigns or testmessage campaigns; collectively "**Direct Marketing**"), which promote services or products offered by Esports Marketing and/or Affiliate and/or other third parties ("**Communications**"), then Affiliate shall:

- 13.1.1. Comply with any and all Data Protection Legislation that apply to such activity, including without limitation the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) and the e-Privacy Directive;
  - 13.1.2. Ensure that is has provided the data subjects with any notice necessary as required under Data Protection Laws, prior to delivering any Communications;
  - 13.1.3. Ensure that is has obtained and sufficiently recorded the data subjects' affirmative consent (including recording of the user ID, timestamp, relevant domain and source, and other relevant data as necessary) prior to delivering any Communications;
  - 13.1.4. Upon Esports Marketing's request, provide Esports Marketing with any and all records relating the data subjects' affirmative consent and notices provided to the data subjects;
  - 13.1.5. Ensure that any and all Communications include a clear and conspicuous notice of the opportunity to opt-out of receiving future Communications, in an easy manner;
  - 13.1.6. Record and comply with any request to opt-out or unsubscribe from receiving Communications, as soon as technically feasible, and in any event within no later than twenty four (24) hours as of the receipt of such request;
  - 13.1.7. Ensure that the recipient of a Communications shall not be required to pay a fee or provide any other information for the purpose of opting-out of receiving Communications;
  - 13.1.8. Ensure that Communications are not delivered to any data subject that were indicated, either by Esports Marketing or otherwise, to be excluded from the receipt of Communications, as directed by Esports Marketing, from time to time.
- 13.2. In the event Esports Marketing receives a complaint regarding the Communications, Affiliate hereby agrees that Esports Marketing may provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for Affiliate to resolve the complaint. The details which Esports Marketing may provide to the party making the complaint, include Affiliate's name, email address, bricks and mortar address and telephone number.
14. **Obligations Regarding Your Affiliate Sites.**
- 14.1. You will be solely responsible for the technical operation of your site and the accuracy and appropriateness of materials posted thereon.
  - 14.2. You agree that the Affiliate Sites will not, in any way, copy or resemble the look and feel of the Sites or the Applications (or any part thereof) nor will you create the impression that your Affiliate Sites are the Sites or the Applications (or any part thereof).
  - 14.3. You also agree that your Affiliate Sites will not contain any content of the Sites or the Applications or any materials which are proprietary to us or our Group Companies, except (i) with our prior written permission; (ii) the Links or (ii) materials obtained by you via the 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 or trademark that includes, incorporates or consists of the mark "Esports Marketing", "BetTarget", "hopa", "generationvip", "Dansk777", "scratch2cash" "Griffon Casino" "Hopaslots" or any domain name or trademark that is confusingly similar to such mark.
  - 14.4. You will not use any unsolicited or spam e-mail to promote the Affiliate Sites and/or the Sites and/or the Applications.
  - 14.5. You 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 Affiliate Program immediately, without derogating from any rights or remedies we have in that regard. You will indemnify and hold harmless us or our Group Companies 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. You hereby acknowledge that your conduct as an Affiliate shall reflect on the Group Companies and has the potential to cause substantial damage to the Group Companies' reputation and goodwill and that you shall at all times consider the goodwill and reputation of the Group Companies and the Group Companies' 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 Companies' reputation and goodwill.
  - 14.6. You shall ensure that the Affiliate Sites and any related marketing materials or communications comply with all applicable laws, do not contain any malware (including spyware, adware or other unwanted software) and do not,

directly or indirectly, infringe any intellectual property rights or other rights of any third party. Without limiting the foregoing, you hereby acknowledge that Esports Marketing owns and the Sites which are powered and operated by Aspire Global plc and/or one or more companies in its corporate group as licensed by the Gambling Commission of Great Britain, and the services are offered to residents of Great Britain under such licence (the "**Operator**"). By virtue of being licensed by the Gambling Commission, the Operator is subject to the Gambling Commission's Licence Conditions and Codes of Practice (the "**LCCP**") as well as other legal requirements that apply to the manner in which it is permitted to operate, market and advertise its services. You agree to conduct yourself as if you were bound by the terms of the LCCP and the same codes of practice as the Operator, in so far as you carry out activities on its behalf which relate to the activities licensed by the Gambling Commission of Great Britain.

- 14.7. You shall provide such information to us (and co-operate with all requests and investigations) as we may reasonably require from time to time in order to satisfy any information reporting, disclosure and other related obligations to any regulator (including the Gambling Commission of Great Britain), and you shall co-operate with all such regulators directly or through us, as we may require.
- 14.8. At all times during the term of this Agreement, and in particular when you are marketing the Sites or the Applications to customers in Great Britain, you shall provide Aspire Global plc or any of its Group Companies and Esports Marketing all documentation as requested from time to time and comply with the following (as amended) (i) the 'UK Code of Nonbroadcast 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.
- 14.9. Without limiting the foregoing, in marketing the Sites or the Applications, you agree to: (i) ensure that any advertisement, incentive or reward scheme under which an internet user is offered money, goods or any other advantage, clearly sets out all significant terms, conditions, limitations and qualifications subject to which the benefit is being offered. These must be displayed on the advert itself, or (if significant time or space restrictions preclude such presentation, e.g. on a banner ad), the applicable terms, conditions, qualifications and limitations must be immediately and prominently visible one click away from the relevant advert above the fold; (ii) seek our guidance if you are unsure as to whether your advertising of a Site is in compliance with this clause (any failure or delay in responding to you shall in no event constitute our consent); (iii) only use the Links and Licensed Materials provided to you directly by us that are available via our Site; and (iv) only use the Links and Licensed Materials to link to the Sites and to not link directly to registration or download pages.
- 14.10. Without limiting any other remedy we may have hereunder or under applicable law, in the event that you breach clause 14, in any way and at any time we may: (i) terminate this Agreement immediately; and (ii) retain any commissions otherwise payable to you under this Agreement and will no longer be liable to pay such commissions to you.

## 15. Terms.

- 15.1. We reserve the right, in our sole discretion, to require you to immediately cease any or all marketing efforts in any jurisdiction and you shall immediately cease marketing to persons in such jurisdiction. We will not be liable to pay you any commissions which would have otherwise been payable to you under this Agreement in respect of such jurisdiction including without limitation any further commission with regards to Player located and/or generated in such jurisdiction.
- 15.2. The term of this Agreement will begin upon your acceptance to the Affiliate Program and will end when terminated by either you or Esports Marketing. 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. We reserve the right to withhold your final payment for a maximum period of ninety (90) days to ensure that the correct amount is paid.
- 15.3. Upon the termination of this Agreement for any reason or expiration of the campaign, 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 Companies and/or provided by or on behalf of us to you pursuant to this Agreement or in connection with the 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.

## 16. Limitation of Liability.

To the extent permitted by applicable law, 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 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 Affiliate Program will not exceed the total commissions paid or payable to you under this Agreement.

17. **Disclaimers.**

We make no express or implied warranties or representations with respect to the Affiliate Program or any products or other items sold through the Affiliate Program (including without limitation warranties of fitness, merchantability, noninfringement, 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 or Applications will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

18. **Your Representations and Warranties.**

- 18.1. 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 to us 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, (iv) 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 (v) you are an adult of at least 18 years of age.
- 18.2. 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, including your compliance with the Hashing Guidelines and any applicable regulations thereof.
- 18.3. You further warrant that all of the Affiliate Sites are truthful, not misleading and compliant with all applicable legislation and any laws, regulations or directives enacted or issued by the Regulator concerning the activities of you hereunder including data protection and/or advertising legislation. Without derogating from the generality of the foregoing, in the event that an Email campaign is served by you, you warrant and represent that you: (i) are entitled to collect, store, retain and utilize the data held on your database(s); (ii) have obtained all necessary approvals and consent to send such emails, and (iii) shall use the Hashing Guidelines provided by the Esports Marketing Group to maintain the anonymity of the excluded Players' List. The term "**Regulator**" shall mean the Malta Gaming Authority and any other regulatory authority from which the Sites are operated under a remote gaming license to provide certain games to Players and/or any other applicable regulatory or governmental entity having jurisdiction on each party's obligations under this Agreement. [To access the guide & the list click here](#), the file is constantly updated therefore download the latest file every time before sending a communication.

19. **Indemnification.**

You hereby agree to indemnify, defend and hold harmless Esports Marketing and any member of the Group Companies, and their respective shareholders, officers, directors, employees, agents, affiliates, successors and assigns, (collectively the "**Indemnitees**") 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 the Indemnitees (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 potential Players, Players, a third party and/or any governmental authority or body); or (iii) or any claim relating to the modified or amended Licensed Materials.

20. **Confidentiality.**

We may disclose to you certain information as a result of your participation as part of the Affiliate Program, which information we consider to be confidential (the "**Confidential Information**"). Confidential Information shall remain strictly confidential 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.

21. **Miscellaneous.**

- 21.1. **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 Companies) which is not contained in this Agreement shall be valid or binding between us and you.

- 21.2. Relationship of Parties. You and Esports Marketing are independent contractors, and nothing in this Agreement will create any, joint venture, agency, franchise, sales representative, or employment relationship between you and Esports Marketing (and/or any other member of the Group Companies).
- 21.3. 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, and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.
- 21.4. Any notice to be given pursuant to this Agreement shall be in writing and addressed to a party at the address specified in the introduction to this Agreement or at such other address as such party shall specify to the other in writing. Any notice shall be conclusively deemed to have been received by a party hereto and to be effective (a) if delivered by hand, when delivered, or (b) if sent by certified or mail, 7 days after posting, and (c) if sent by facsimile transmission or by email, on the business day following the transmission subject to a confirmation of sending.
- 21.5. We may modify any of the terms and conditions contained in this Agreement, at any time at our sole discretion. You agree that a posting on our 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. In the event we make modifications to any of the terms and conditions contained in this Agreement, we will send you a link to the updated Agreement to the email address with which you provide us with in your Affiliate Program Application and we shall post a change of terms notice on your personal account page on <https://eaffiliates.com/>. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Affiliate Program rules. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued participation in the Affiliate Program following our posting of a change notice or new agreement on our Site 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 Affiliate Program information site and review the terms and conditions of this Agreement, as may be modified. Upon your first login to your personal account, following modifications in terms and conditions, you shall have the right to reject the changes if the modification is unacceptable to you. Your rejection constitutes a termination of this Agreement.
- 21.6. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with Maltese law and shall be subject to the exclusive jurisdiction of the Courts of Malta.
- 21.7. We reserve 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 Esports Marketing, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which Esports Marketing 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 [insert web address].
- 21.8. 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. 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.
- 21.9. 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.
- 21.10. All "Master Affiliate" deals are valid for a period of 12 months only. The Master Affiliate deal starts on the day the sub affiliate brings their first depositing player. A Master Affiliate is an Affiliate who has recruited other sites to partner with our Site and the more sites a Master Affiliate recruits, the more the Master Affiliate can earn each month. A Master Affiliate will earn 5% of each of his/her sub-affiliates total earnings under a revenue share scheme and 10 Euro for each CPA from each player of his/her sub-affiliates under a CPA scheme per month for a period of 1 year maximum.

Last update March 1st, 2023