

## Terms and Conditions

The below is an agreement between Grodt LTD, a company incorporated in Malta, with registration number C81939 with its registered address at 56 Tower Road Level 5, Office 4 Sliema Malta SLM 1606 ("us" or "we") and you ("you" or "the Affiliate") which regulates the relationship between you and us ("The Affiliate Agreement"). Please read the Affiliate Agreement carefully to ensure you understand your rights and obligations and the repercussions for you should you breach the Affiliate Agreement.

By registering for the Affiliate Program, and / or by accessing and utilising any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you will be deemed to have read, understood and agreed to the Affiliate Agreement.

The terms and conditions have been amended as of 19th January 2018 and will apply to any unbilled amounts, for the avoidance of doubt, these amended terms and conditions will take effect from the first day of any unbilled calendar month ("Effective Date") and by continuing with the Affiliate Program past this date you agree to be bound by this Affiliate Agreement as from the Effective Date. If you do not accept these Terms and Conditions, then it is your responsibility to terminate in accordance with clause 9 below. If you do not terminate your Affiliate Agreement then these Terms and Conditions will be binding to you.

### 1. Definitions:

1.1 "Affiliate" means you, the person or entity, who applies to participate in the Affiliate Programme.

1.2 "Affiliate Account" means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Programme and approved by BSL.

1.3 "Affiliate Agreement" means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of Grodt LTD and/or Websites made known to the Affiliate from time to time.

1.4 "Affiliate Application" means the application made by the Affiliate to participate in the Affiliate Programme.

1.5 "Affiliate Links" means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other any third party website to Grodt LTD Websites.

1.6 "Affiliate Programme" means the collaboration between us and the Affiliate whereby the Affiliate will promote Grodt's websites and create the Affiliate Links from the Affiliate Website(s) to Grodt's websites and thereby be paid a commission as defined under the Affiliate Agreement depending on the traffic generated to the websites subject to the terms and conditions of the Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7 "Affiliate Website(s)" means any website on the world wide web which is maintained, operated or otherwise controlled by the Affiliate.

1.8 "Grodt" shall mean us and any other company whom shares Grodt LTD, from time to time.

1.9 "Grodt Websites" means the websites belonging to any of Grodt LTD's brands, 1.10 "Commission" means the percentage of the Net Revenue as set out in the Commission Structures for each particular product.

1.11 "Commission Structures" means the commission structures or any specific commission structure expressly agreed between Grodt and the Affiliate.

1.12 "Confidential Information" means any information of commercial or essential value relating to Grodt LTD such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of Grodt Websites, technology, marketing plans and manners of operation.

1.13 "Intellectual Property Rights" means any copyrights, trademarks, service marks, domain names, brands, business names, utility brands, and registrations of the aforesaid and/or any other similar rights of this nature.

1.14 "Net Revenue" means: (i) in relation to sportsbook, casino, bingo and scratch: all monies received by Grodt from New Customers in relation to placed bets/casino activities less (a) monies paid out to New Customers as winnings, (b) bonus and jackpot contribution payouts, (c) administration fees, (d) fraud costs, (e) charge-backs, (f) returned stakes and (g) monies paid out as duties or taxes; and (ii) in relation to poker: the rake contributed less (a) bonuses, loyalty bonuses, promotional amounts and/or rake backs, (b) administration fees, (c) fraud costs and (d) charge backs. For the avoidance of doubt, all Net Revenue amounts referred to above are only in relation amounts generated from New Customers referred to Grodt Websites by the Affiliate Website(s).

1.15 "New Customer" means a new first time customer of Grodt having made a first deposit amounting to at least the applicable minimum deposit at Grodt Websites' betting account in accordance with the applicable terms and conditions of Grodt Websites', but excluding the Affiliate, its employees, relatives and/or friends.

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

1.17 "Privacy Policy" means Grodt's privacy policy which can be found here.

## 2. Your Obligations:

2.1 Registering as an Affiliate. It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Programme is correct and that such information is kept up to date at all times. To become a member of our Affiliate Programme you must accept these terms and conditions by ticking the box indicating your acceptance and completing and submitting the Affiliate Application. The Affiliate Application will form an integral part of the Affiliate Agreement. We will, at our sole discretion determine whether or not to accept an Affiliate Application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether or not your Affiliate Application has been successful. You will provide any documentation required by Grodt to verify the Affiliate Application and / or to verify the Affiliate Account information provided to Grodt at any time during the term of the Affiliate Agreement. This documentation may include but is not limited to: bank statements, individual or corporate identity papers and proof of address.

2.2 Affiliate log in details. It is your sole obligation and responsibility to ensure that (and to put in place all necessary measures to ensure that) your log in details for your Affiliate Account are kept confidential, safe and secure at all times. Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your log in information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under you Affiliate Account user ID and password whether such activity and / or conduct was undertaken by you or not. It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account. As you log in details are confidential, we do not have visibility of this information and cannot provide you with such information in case of loss.

2.3 Affiliate minimum efforts. By agreeing to participate in the Affiliate Program, you are agreeing to use your best efforts to actively and effectively advertise, market and promote the Grodt Websites in accordance with the provisions of the Affiliate Agreement and Grodt's instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in Grodt's best interest and will in no way harm Grodt's reputation or goodwill. You may link to the Grodt Website's using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf. You are required to refer a minimum of 1 New

Customer per month in each and every twelve month period you are a member of the Affiliate Program and this is a material term of the Agreement. Grodt reserves the right to amend this minimum New Customer requirement in relation to individual Affiliates upon reasonable notice to such Affiliates.

2.4 Valid traffic and good faith. You will not generate traffic to the Grodt Websites by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud. You will also not attempt to benefit from traffic not generated in good faith whether or not it actually causes us damage. Where you have any reasonable suspicion that any New Customer referred by you under the Affiliate Agreement is in any way associated to bonus abuse, money laundering, fraud, or other abuse of remote gaming sites, you will immediately notify us of the same. You hereby recognise that any New Customer found to be a bonus abuser, money launderer or fraudster or who assist in any form of affiliate fraud (whether notified by you or later discovered by us) does not constitute a valid New Customer under the Affiliate Agreement (and thereby no Commission shall be payable by BSL in relation to such New Customers).

2.5 Affiliate Website. You will be solely responsible for the development, operation, and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable law and appears and functions as a professional website. Affiliates operating in Denmark shall comply with The Marketing Practices Act, specifically in regards to Article 6 "An advertisement shall be designed in such a way that it will be clearly understood to be an advertisement irrespective of its form and irrespective of the medium in which it is presented." Kindly find the full version of the Act here. You will not present the Affiliate Website in such a way so that the Affiliate Website may cause confusion with the Grodt Websites and Grodt LTD generally or so that it may give the impression that it is owned or operated by Grodt LTD. The Affiliate Website will not contain any defamatory, libellous, discriminatory, obscene, unlawful (including that which the Affiliate does not have permission from any third party rights owner to use, for example illegal streaming) or otherwise unsuitable content (including, but not limited to: sexually explicit material which is not in line with legal or acceptable standards, violent, obscene, derogatory or pornographic materials or content which would be illegal in target country).

2.6 Affiliate Program. The Affiliate Program is intended for your direct participation and is intended of professional website publishers. You shall not open affiliate accounts on behalf of other participants. Opening an Affiliate Account for a third party, brokering an Affiliate Account or the transfer of an Affiliate Account is not accepted by Grodt. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us. Approval is solely at our discretion. You shall not open more than one Affiliate Account without our prior written consent.

2.7 Affiliate Links. The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate's Website and if you display or make accessible to visitors to the Affiliate Websites

descriptive information regarding any vendors whose banners are displayed on the Affiliates Website you shall, subject to our prior written approval of the content thereof, include similar descriptive information regarding the applicable Grodt Websites. You will only use Affiliate Links provided by Grodt LTD within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Grodt Websites) is also prohibited.

2.8 Unsuitable websites. You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property Rights (or in any other way link to or drive traffic to any Grodt Website via) on any unsuitable websites (whether owned by a third party or otherwise). Unsuitable websites include, but are not limited to, those that: are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party (including for the avoidance of doubt, any illegal streaming websites) or of Grodt or breach any relevant advertising regulations or codes of practice in any territory or any jurisdiction where such Affiliate Links or digital advertisements may be featured.

2.9 Email and SMS marketing. If sending any emails or SMS communications to individuals which (i) include any of Grodt's Intellectual Property Rights; or (ii) otherwise intend to promote Grodt Websites, you must first have permission to send such emails from Grodt. If such permission is granted by Grodt you must then ensure you have each and every recipient's explicit consent to receive marketing communications in the form of communication to be sent (by SMS or email as relevant) and that such individuals have not opted out of receiving such communication. You must also make it clear, so that no confusion is caused (in regards to the sender of such communication) to the recipient that all marketing communications are sent from you and are not from Grodt.

2.10 Use of Grodt's Intellectual Property Rights. Any use of Grodt's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in Clause 2.12 below. You will not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other search or referral service and which are identical or similar to any of the Grodt's trademarks or otherwise include the Grodt trademarks or variations thereof, or include metatag keywords on the Affiliate Website which are identical or similar to any of the Grodt trademarks. You will not register (or apply to register) any trademark or domain name or any similar trademark or domain name which is similar to any trademark, domain name or brand used by or registered in the name of any member of Grodt, or any other name that could be understood to designate Grodt or any Grodt brand.

2.11 Approved creative. You will not use any advertising layout or creative (including banners, images, logos and / or any material containing) incorporating or in any way utilising our Intellectual Property Rights unless the advertising layout or creative has been provided to you by Grodt or (where creative / advertising layouts are created by you) without the advanced written approval of Grodt in relation to each and every advertising layout or creative. You will not alter the appearance

of any advertising or creative which has been provided to you or for which such approval has been granted by Grodt. It is your responsibility to seek approval from Grodt in time for release or launch of any advertising campaign or creative and to ensure you have written approval from Grodt in relation to each and every advertising layout or creative and to be able to evidence such approval upon request.

2.12 Loyalty programmes. You will not offer any rake-back / cash-back/ value-back or similar programmes, other than such programmes as are offered on the Grodt Websites.

2.13 Responsible Gaming. You are aware of Grodt's on-going commitment to responsible gaming and the prevention of gambling addiction and you will actively co-operate with Grodt to convey a responsible gaming message and reduce gambling addiction including (but not limited to) featuring such responsible gaming links, information or logos as required by Grodt on the Affiliate Website. You will not use any material or in any way target persons who are under 18 (or older where you target a jurisdiction or territory where the minimum age to partake in gambling is greater than 18).

2.14 Illegal activity. You will not target any territory or jurisdictions where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. You will act legally and within the relevant and / or applicable law at all times and you will not perform any act which is illegal in relation to the Affiliate Program or otherwise.

2.15 Data Protection and Cookies. You shall at all times comply with the Data Protection Act 2001 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any new or amended data protection acts, regulations or law applicable to your territory, all applicable legislation and/or regulations relating to the use of 'cookies' and will comply with all necessary notification procedures of the use of 'cookies' to all visitors to the Affiliate Websites. You shall also comply with any other related or similar legislation. You also agree that we are able to process your personal information or your employee personal information in accordance with our Privacy Policy, as amended from time to time.

2.16 Cost and expense. You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

2.17 Grodt monitoring of Affiliate activity. You will immediately give Grodt all such assistance as is required and provide us with all such information as is requested by Grodt to monitor your activity under the Affiliate Programme.

2.18 Commissions paid to the Affiliate incorrectly. The Affiliate agrees to immediately upon request by Grodt, return all Commissions received based on New Customers referred to Grodt in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions.

### 3. Your rights:

3.1 Right to direct new Customers. We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to such Grodt Websites as we have agreed with you in strict accordance with the terms and conditions of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by or through persons or entities other than you.

3.2 Licence to use Grodt's Intellectual Property Rights. We grant to you a non-exclusive, non-transferable licence, during the term of this Affiliate Agreement, to use the Grodt LTD Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Grodt. This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Grodt LTD's Intellectual Property Rights is limited to and arises only out of this licence. You shall not assert the invalidity, unenforceability, or contest the ownership of any Grodt Intellectual Property Rights in any action or proceedings of whatever kind or nature, and shall not take any action that may prejudice our rights in the Grodt Intellectual Property Rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Grodt's Intellectual Property Rights by any third party.

### 4. Our Obligations:

4.1 We shall use our best endeavours to supply you with all such materials and information required for necessary implementation of the Affiliate Links.

4.2 At our sole discretion, we may register any New Customers directed to the Grodt's Websites by you and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

4.3 We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4 We shall use and process any personal data of an Affiliate or any Affiliate employee in accordance with our Privacy Policy.

4.5 Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 6.

## 5. Our Rights and Remedies:

5.1 In the case of your breach (or, where relevant, suspected breach) of the Affiliate Agreement or your negligence in performance under the Affiliate Programme, or failure to in any way meet your obligations hereunder, Grodt LTD shall have the following remedies available: (i) the right to suspend (for up to 180 days) any Affiliate's participation in the Affiliate Programme for such period as is required to investigate any activities of the Affiliate that may be in breach of the Affiliate Agreement. During any period of suspension, payments of Commission will also be suspended; (ii) the right to withhold any Commission or any other payment payable or owing to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate under the Affiliate Agreement which is in breach of (or otherwise not in accordance with) the Affiliate's obligations under the Affiliate Agreement; (iv) the right to withhold and / or set off such monies Grodt LTD deems reasonable from the Commission to cover any indemnity given by the Affiliate hereunder or to otherwise cover any liability of Grodt which arises as a result of the Affiliate's breach of the Affiliate Agreement or the Affiliate's negligent performance hereunder; (v) immediately terminate the Affiliate Agreement.

5.2 Our rights and remedies detailed above shall not be mutually exclusive. Therefore, the exercise of one or more of the right or remedies listed above shall not preclude the exercise of any other right or remedy. You also acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of the Affiliate Agreement and, in the event of a breach or threatened breach of any provision of the Affiliate Agreement; we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in the Affiliate Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of the Affiliate Agreement, the intention of this provision is to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

## 6. Commission and Payment:

6.1 Subject to your adherence with the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure on Net Revenue of New Customers referred by you to the Grodt Websites. We retain the right to change the Commission percentage and method of calculation of Commission as we wish in accordance with this clause 6. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. VAT shall be payable into the account of the Affiliate in addition to the Commission except where in terms of Maltese law it is Grodt who has to account for VAT in Malta in relation to the Affiliate Programme (under reverse charge). In case of any change in the applicable VAT the Commission shall be adjusted so Grodt's position remains not more onerous than prior to the change.

6.2 The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, not later than the 10th of the following calendar month, provided that the



amount due exceeds €50 (the "Minimum Threshold"). If the balance due is less than the Minimum Threshold, it shall be accumulated and carried over to the following month and shall be payable when the total Commission collectively exceeds the Minimum Threshold.

6.3 Payment of Commission shall be made through our Affiliate Wallet. Due to regulations under The Malta Gaming Authority, partners may be required for verification and 'know your customer' documentation before a withdrawal can be accessed. If an error is made in the calculation of the Commission, Grodt reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.4 The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

6.5 If the Affiliate disagrees with the balance due as reported, s/he shall notify Grodt within fifteen (15) days and state the reasons of the disagreement. Failure to notify Grodt within the prescribed time limit shall be deemed to be