

Epic Partners Affiliate Program Terms and Conditions

Buccone Trading Limited

Version 2 | Dated: 4th November 2020

Purpose

This affiliate agreement (the “Agreement”) set out below represents the legally binding contract governing the affiliate relationship entered into between you (the “Affiliate”) and Buccone Trading Limited, a company registered in Malta having its company registration number C 81966, and whose principal place of business is located at Ewropa Business Centre, Level 3-701, Dun Karm Street, Birkirkara KBR 9304, Malta (the “Company”), with respect to the Affiliate’s participation as an affiliate in the Epic Partners Affiliate Program (the “Affiliate Program”).

It is important that the Affiliate carefully reads and understands the terms and conditions set out in this Agreement prior to submitting its application to join the Affiliate Program. If the Affiliate does not understand any part of this Agreement, please contact affiliates@epic.partners for further clarification and assistance. If the Affiliate do not fully agree with any part of the Agreement, the Affiliate should not apply to join the Affiliate Program.

Once the Affiliate’s application to join the Affiliate Program has been accepted, the Affiliate should print and save a copy of the Agreement for the Affiliate’s future reference. By submitting the Affiliate’s application for the Affiliate Program, and/or by accessing and utilizing any of the Company’s marketing tools or accepting any reward, bonus or commission, whether contained in the Agreement or elsewhere as a part of our Affiliate Program, the Affiliate will be deemed to have read, understood and fully agreed to the terms and conditions of the Affiliate Agreement.

Definitions

In this Agreement, the following terms shall have the meanings given to them hereunder:

“**Affiliate**” means a legal or physical self-employed person, duly registered for VAT in its country of establishment or residence, which has signed up to the Company’s Affiliate Program.

“**Affiliate Account**” means the digital ledger account opened by Company into which the Affiliate Payments and Commission shall be credited.

“**Affiliate Payment**” means any Fixed Fee, Revenue Share Payments, Hybrid Payments and/or CPA Payments.

“**Affiliate Program**” means the Epic Partners affiliate program which consists of an Internet marketing practice that connects businesses selling products or services online with websites related to those products. The websites are run by third parties who sell products and services for the Internet company and in return receive a commission

“Affiliate Agreement” means (i) all the terms and conditions set out in this Agreement, (ii) the terms and conditions of the commission structures applicable, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of the Affiliate Program made known to the Affiliate from time to time.

“Affiliate Site” means the Affiliate’s website/s, apps, traffic source/s and other lawful marketing channels located at the web addresses provided by the Affiliate and referred to in the Application or as may be subsequently changed from time to time with the Company’s written approval and notified to the Company via the Affiliate Site.

“Application” means the Affiliate’s sign-up application to join the Affiliate Program via the Affiliate Site.

“Business Days” means days which are not Saturdays, Sundays or public holidays in Malta.

Commencement Date” means the date on which the Company communicates and confirms to the Affiliate that the Application to join the Affiliate Program has been accepted by the Company.

“Commission” means the commissions payable to the Affiliate for the introduction and referral of Customers to the Property Site through the Links on the Affiliate Site.

“Commission Structure” means the commission structures or arrangements or any other specific commission structure or arrangement expressly agreed to between the Company and the Affiliate.

“Company” means Buccone Trading Limited, a company registered in Malta having its registered office at Ewropa Business Centre, Level 3-701, Dun Karm Street, Birkirkara KBR 9304, Malta, and its company registration number C 81966.

“Confidential Information” means all information or data in any form relating to a party to this Agreement (and to any Group Company in the case of the Company) (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party), including any personal data and/or Customer data, by any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date.

“CPA Payment” means the CPA reward payments set out in Clause 7.4.

“Customers” refers to users who satisfy each of the following criteria, that is to say: (i) are new users who originate from the Affiliate’s tracking Links via the Affiliate Site acknowledged and approved by the Company; (ii) use the tracking mechanism connected to a Property Site and register with that Property Site; and (iii) open a player account with the Company by registering and opening a Customer Account on the Property Site and, as a result, become customers of the Company.

“Customer Account” means a designated account opened by a Customer on the Property Site/s and into which monies or other forms of legal tender shall be deposited, held and paid out from time to time in connection with the Customer’s betting activities on the Property Site/s.

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith.

“Group Company” means the Company and any body corporate which is from time to time a holding company of the Company, a subsidiary of the Company or a subsidiary of a holding company of the Company (“holding company and “subsidiary having the meanings attributed to them by Clause 2 of the Companies Act – Cap 386 of the Laws of Malta) and shall include any company in which a Group Company has a shareholding of 50% or more.

“Hybrid Payment” means the hybrid payments set out in Clause 7.5.

“Immediate Family” means the Affiliate’s spouse, partner, parent, child or sibling, if applicable.

“Intellectual Property Rights” means any and all patents, trademarks, service marks, rights in designs (including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, email address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements.

“Links” means tracking hypertext links (either in banner or text link format) taken from the Affiliate Site that link to the Property Site or any other site owned or controlled by the Company or by any Group Company.

“Net Revenue” means in relation to the Property Site: all monies received by the Company from Customers in relation to casino activities less; (a) monies paid out to Customers as winnings; (b) bonuses and/or loyalty rewards; (c) administration fees; (d) payment fees; (e) fraud costs; (f) charge-backs; (g) returned stakes; (h) gaming duties or local taxes (incl. VAT); (i) jackpot contribution, and; (j) any commissions/fees due to third parties for providing/licensing games and/or games software.

“Parties” means the Affiliate and the Company (each a “Party”).

“Partners” shall have the same meaning given to it in the Property Site.

“Property Site” means the site which forms the purpose of this Affiliate Agreement and which is owned or controlled by the Company.

“Revenue Share Payment” means the revenue share payments set out in Clause 7.4.

“Sub-Affiliate” means an Affiliate who is referred to the Affiliate Program through the Links of an Affiliate and is also accepted as an Affiliate by the Company.

1. Introduction

1.1 The Company is responsible for the marketing services of the online gaming activities offered through the Affiliate Program and the Property Site

1.2 The Affiliate maintains and operates the Affiliate Site(s) under its sole title and responsibility.

1.3 This Agreement sets out the general terms and conditions of the Affiliate Program and is entered into between the Company and the Affiliate.

1.4 By completing and submitting the Application the Affiliate accepts, and agrees to abide by, all the terms and conditions of the Agreement.

1.5 The terms and conditions of the Agreement shall be binding on the Affiliate with effect from the date and time on which the Application shall be submitted to the Company but shall not be binding or enter into effect in relation to the Company until the Company approves the Application.

1.6 The terms and conditions of the Agreement shall apply solely to the Property Site and shall not apply to any other websites or brand activities which are not included in the Property Site.

2. Acceptance

2.1 The Company shall evaluate the submitted Application and will notify the Affiliate via email whether the Application was accepted or rejected. The Company reserves the right to refuse any Application at its sole and absolute discretion.

3. Qualification

3.1 The Affiliate hereby represents and warrants that: (a) it has, and will retain throughout the term of this Agreement, title and authority to enter into this Agreement, to grant the rights and perform all its obligations in this Agreement; (b) it has obtained and will maintain in force all necessary registrations, authorizations, consents and licenses necessary to fulfil its obligations under this Agreement; and (c) it fully understands and accepts the terms and conditions of this Agreement.

4. Company Undertakings

4.1 In consideration of the Affiliate making the Links available on the Affiliate Site and subject to the terms and conditions of this Agreement, the Company will procure that the Affiliate is granted a non-exclusive, non-transferable, terminable licence to use the Links on the Affiliate Site solely for the Affiliate's internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

4.2 The Company shall provide the Affiliate with all information and marketing material necessary for the implementation of the Links.

4.3 The Company shall administer the turnover generated via the Links, record the Net Revenue and the total amount of Commission earned via the Links, provide the Affiliate with Commission statistics, and handle all Customer services related to the business of the Company. A unique tracking identification code will be assigned to all Customers.

4.4 The Company shall pay the Affiliate such applicable percentage commissions which may have been agreed to by the Parties, calculated on the Net Revenue generated by the Affiliate, subject to the terms and conditions of this Agreement.

5. The Company's Rights

5.1 The Company may refuse any applicant Customer or close a Customer's account if, in the sole opinion of the Company, such decision is necessary to protect and safeguard the interests of the Company.

5.2 The Company may also refuse any applicant Affiliate and/or may close any Affiliate Account if, in the sole opinion of the Company, it is necessary to protect and safeguard the interests of the Company. If the Affiliate is in breach of this Agreement the Company may close the Affiliate Account and/or take any other steps at law to protect and safeguard its interests

5.3 The Company shall have the right to communicate and market its products, services and other websites with Customers whose Customer Account remains inactive and does not generate any revenues for a continuous period of one hundred and eighty (180) days, without the Affiliate having any right to any Affiliate Payments or other compensation should these Customers become customers of the Company as a result of such communication and marketing This right shall not cease or be suspended in the event of the inactive Customers becoming active and generating revenues in their Customer Accounts following the expiry of the said continuous period of one hundred and eighty days.

6. Rights and Obligations of the Affiliate

6.1 The Affiliate shall, at its sole cost, actively advertise and promote the Affiliate Site, and any updates thereto, in an effective manner to optimize the generation of Customer traffic to the Property Site and the generation of revenues therefrom.

6.2 The Affiliate shall adhere to the security guidelines and requirements of the Company from Commencement Date until the date of effective termination of the Agreement.

6.3 The Affiliate shall operate under its own name and is solely responsible for the development, operation and maintenance of the Affiliate Site/s as well as for all content and material appearing on the Affiliate Site/s.

6.4 All of the content of the Affiliate Site/s and the Affiliate's marketing activities shall be conducted in a professional, proper and lawful manner under all applicable laws, and in accordance with the terms of this Agreement and Good Industry Practice.

6.5 Affiliate is an independent data controller solely responsible for its own actions toward its Customers. Therefore, Affiliate will have to comply with all applicable data privacy laws toward its Customers. If sending any direct marketing communications to individuals (including but not limited to email, SMS and/or push notifications) which (i) include any of the Company or Group Company's Intellectual Property Rights; or (ii) otherwise intend to promote the Property Sites, Affiliate must first obtain written permission to send such direct marketing communications from the Company. If such permission is granted by the Company, the Affiliate shall ensure that it has obtained each and every recipient Customer's explicit consent to receive marketing communications and that such individuals have not opted out of receiving such communication. Marketing communications shall contain appropriate means for the recipient Customer to unsubscribe from future marketing communications. The Affiliate shall also make it clear, so that no confusion is caused (in regards to the sender of such communication) to the recipient Customer that all marketing communications are sent from Affiliate and are not from the Company or a Group Company. For the avoidance of doubt, should Affiliate choose to engage any third parties in connection with the provision of such direct marketing communications, it shall be responsible for ensuring such third parties comply with the requirements of this clause 6.5..

6.6 The Affiliate may not purchase or register keywords, search terms, or other identifiers for use in any search engine, portal, sponsored advertising service, or other search or referral service which are identical or similar to any of the Company's Intellectual Property Rights or include metatags on the Affiliate Sites which are identical or similar to any of the Company's Intellectual Property Rights. The Affiliate may use or purchase any of the terms or services referred to above in this clause only after obtaining the prior approval in writing from the Company.

6.7 The Affiliate may not use any framing techniques or technology on the Property Site/s, nor encourage any third party to do so.

6.8 The Affiliate shall not be under eighteen (18) years of age; and the Affiliate is obliged to provide the Company a certified copy of his or her passport or other identification document, also indicating his date of birth, upon request.

6.9 The Affiliate agrees that traffic to the Property Site/s will not be generated by illicit or fraudulent activities, for example by (but not limited to) sending spam or registering as a player or making deposits directly or indirectly to any player account through the Affiliates tracker(s) for its own personal use and/or the use of its relatives, friends, employees, or other third parties, or in any other way attempt to artificially increase the commission payable or to in any other way defraud the Company. Violation of this provision of the Agreement shall be considered to be illicit and/or fraudulent and a material breach of this Agreement.

6.10 The Affiliate shall be prohibited from performing or allowing the performance of any action which is libelous, obscene, discriminatory, or otherwise unlawful or unsuitable, or which contains sexually explicit, pornographic, obscene or graphically violent materials. The Affiliate Site/s shall further not use the Company's Intellectual Property in any way that may potentially harm the

Company, its assets, its goodwill, reputation or branding. It is of utmost importance that the Affiliate Site/s reflect positively upon the reputation of the Property Site/s.

6.11 The Affiliate agrees to ensure that Affiliate Sites are not presented in such a way as to give rise to confusion with respect to the Company or the Property Site/s or the Company's Intellectual Property Rights.

6.12 The Affiliate may not use the Property Site/s or other terms, trademarks, and other Intellectual Property Rights that are vested in the Company unless it has been provided to the Affiliate for that purpose by the Company, or the Company explicitly consents to such use in writing.

6.13 The Affiliate shall not engage in spamming and must at all times practice proper "Netiquette", this includes (but is not limited to) sending unsolicited emails or SMS messages.

7. Payments

7.1 In consideration of the Affiliate's agreement to the display of the Links on the Affiliate Site and of the Affiliate's introduction of Customers and Customer traffic to the Company, and subject to the Affiliate's adherence with provisions in this Agreement, the Affiliate will be entitled to payment on the following terms.

7.2 Subject to the Affiliate's adherence with the provisions of the Agreement, the Affiliate will earn Commission in accordance with the Commission Structure communicated to the Affiliate, as a participant in the Affiliate Program, upon the Affiliate's written request. The Commission Structure may be amended by the Company from time to time.

7.3 The Company shall, upon the Affiliate's written request, provide the Affiliate with a detailed breakdown of any Commissions due to it in accordance with the Commission Structure..

7.4 Subject to these terms, if the Company and the Affiliate have agreed to a Revenue Share Payment, the Company shall pay the Affiliate in respect of each Customer:

(a) The applicable percentages of Net Revenue determined by the Company, for as long as a Customer has an active Customer Account on the Property Site.

7.5 If the Affiliate has agreed to a CPA Payment, the Company shall pay the Affiliate the applicable payment or current standard payment which is payable in accordance with the terms of the Affiliate Program.

(a) The Affiliate shall be entitled to a one-off commission based on a number of qualified new depositing Customers introduced or referred to the Company who have successfully met minimum deposit, wagering and/or other requirements as agreed between the Parties. These amounts are at the discretion of the Company which reserves the right to change these amounts at any time with prior written notice to the Affiliate.

(b) All CPA arrangements entered into with the Affiliate shall be subject to a 24-hour termination policy, with the Company having a right, exercisable at its sole discretion, to terminate the CPA by giving twenty four-hour notice to the Affiliate.

(c) The Company's decision with regards to the above stated matters will be considered final and no further correspondence will be entered into with the Affiliate or any other party. The right of admission to the CPA program will be reserved at all times and shall be at the Company sole and absolute discretion. If the Company determines, at its sole discretion, that the Affiliate is enrolled in the CPA program to benefit from it by referring players that the Company deems not legitimately interested in its products or services or of a similar average value to the Company's current players, the Company reserves the right to terminate the Affiliate's participation in the Affiliate Program with immediate effect. Should this occur, from the moment of the Affiliate's notice of termination, the Affiliate's Payment generated from the CPA program from existing or new referred Customers will be forfeited in favour of the Company.

If the Affiliate has agreed to a Hybrid Payment, the Company shall pay the Affiliate: (a) the selected hybrid CPA Payments payable in accordance with the applicable terms of the Affiliate Program; (b) the selected Revenue Share Payments for as long as each Customer has an active Customer Account on the Property Site.

7.6 The Company may cancel a Commission Structure at any time by giving written notice to the Affiliate. The Affiliate will then be put on another Commission Structure via the Affiliate Program which will apply to any Customers whose date of first registration is on or after the Affiliate's acceptance by the Company to the Affiliate Program in terms of Clause 2.

7.7 The Affiliate will be provided with statements showing the number of Customers it has introduced via the Links and Affiliate Payments, if any, which the Affiliate has accrued over the course of the calendar month, using the Affiliate Site. Such statements are for information purposes only. The Company will endeavour to ensure that such statements will be updated daily but is under no obligation to do so. In the event of the Affiliate reaching the minimum threshold amount set out in Clause 7.8, the Company will, at the end of each calendar month, inform the Affiliate of the amount of the Affiliate Payments, if any, for the preceding calendar month (the "Amount Due").

7.8 Subject to Clauses 7.14 and 7.15, in the event that the Amount Due for a calendar month is a negative amount, the Company will not carry forward or set off such negative amount against Amounts Due for future months which would otherwise be payable to the Affiliate. If the Amount Due for a particular calendar month does not exceed 200 EUR or the equivalent in any other currency, the Company will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 200 EUR or the equivalent in any other currency, at which time payment shall be made in accordance with Clause 7.9.

7.9 Subject to Clause 7.8, Amounts Due to the Affiliate in respect of a calendar month will be paid within 30 days of either (i) the Company issuing an invoice for the Amount Due under the self-billing arrangements set out in Clause 9 hereunder; or (ii) receipt of the Affiliate's invoice for the Amount Due.

7.10 Except where self-billing arrangements are applicable, the Affiliate shall issue its invoices for the Amount Due to the Company by not later than the seventh day after the end of every calendar month. In the event of the Affiliate failing to issue any invoices to the Company for a period of twelve (12) months from the date on which its invoices must be sent to the Company the delayed invoice shall be deemed revoked and the Affiliate shall forfeit its claim to payment in respect thereof.

7.11 All payments made to the Affiliate by the Company under this Agreement are:

- (a) deemed exclusive of any VAT or other tax payable, and
- (b) will be paid in Euros.

Provided that in the event of the Company being unable to reclaim Vat or other similar tax invoiced by the Affiliate in respect of Revenue Share Payments, the Affiliate agrees that such Vat or similar tax may be debited to the Affiliate Account or deducted from the next Revenue Share Payment payable to Affiliate the as a cost to be incurred by the Affiliate.

7.12 In the case that a Customer:

- (a) has been introduced to the Company in breach of this Agreement;
- (b) makes an initial deposit which is subject to a chargeback or which is reserved for any other reason;
- (c) makes use of the Affiliate's code or the code of a member of the Affiliate's Immediate Family (or the code relating to any similar referral scheme of the Company or Group Company) when signing up for an account;
- (d) fails any identity, due diligence or credit check carried out by the Company or on its behalf;
- (e) is located in a territory which the Company and its Partners do not accept Customers from;
or
- (f) has its account closed within twenty five (25) Business Days of the account opening;

the Affiliate will not be entitled to receive any Affiliate Payments in respect of such Customer. If any such payment already has been made to the Affiliate in respect of such Customer the Affiliate will promptly repay the amount paid on receiving written notice from the Company. The Company will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

7.14 The Company reserves the right to exclude from the Affiliate Payments any revenues generated from Customers who are already customers of the Company on its other websites at the time such Customers open a Customer Account. For better clarity, the Affiliate agrees that Affiliate Payments shall only be payable in respect of new Customers introduced to the Company via the Affiliate Program if such Customers are not already registered as players on the Company's other related websites.

7.15 If in any calendar month the Company determines that a Customer has generated negative Net Revenue of at least €30,000 (thirty thousand euros), that Customer shall be deemed to be a high roller ("High Roller"). Where a High Roller is registered to an Affiliate in any calendar month, the Company shall have the right to set off the negative Net Revenue amount attributed to a Customer against any Commission and Affiliate Payment payable to the Affiliate in any successive month or months until such time as the determined negative Net Revenue is fully set off.

8. Sub-Affiliates

8.1 In addition to payments to be made under Clause 7 above, where a Sub-Affiliate files an Application to become an affiliate under the Affiliate Program via the Links and is accepted as an affiliate by the Company, the Affiliate will be entitled to a payment equivalent to a percentage, notified to it via the Affiliate Site, of any payments made to such Sub-Affiliate under its own affiliate agreement with the Company.

8.2 Sub-Affiliates shall not be controlled or owned by the Affiliate or the Affiliate's Immediate Family or Group Companies, directly or indirectly, and the Affiliate shall not be entitled to any payments of Commission or otherwise from the Company if the Sub-Affiliate is in breach of this clause.

8.3 In the event of an Affiliate Payment to a Sub-Affiliate being reclaimed under the terms of the Sub-Affiliates affiliate agreement with the Company, or payments are made to an Affiliate where a Sub-Affiliate is in breach of clause 8.2, the Affiliate will promptly repay the amount paid upon receiving notice of claim from the Company. The Company will be entitled, but not obliged, to set-off any amount owed as a result against future payments under this Agreement.

8.4 An Affiliate's right to payment under clause 8 will terminate when payments to the Sub-Affiliate in question end for any reason.

8.5 The Company may, at any time, change the level of payment due under clause 8.1 above in respect of Sub-Affiliates referred to the Company by an Affiliate by giving written notice of such change to the Affiliate.

8.6 Payments to the Affiliate under clause 8 will be made in accordance with the applicable provisions of clause 7 above.

9. Billing and Self-Billing Arrangements

9.1 The Company will notify the Affiliate if it decides, in its absolute discretion, to raise invoices on the Affiliate's behalf in respect of the services the Affiliate supplies under this Agreement as part of a self-billing arrangement.

9.2 In the event that the Company notifies the Affiliate that it will raise invoices on the Affiliate's behalf, the Affiliate agrees:

- (a) that the Company will raise invoices in respect of the services the Affiliate supplies under this Agreement as part of a self-billing arrangement;
- (b) not to raise any invoices for services provided under this Agreement while the self-billing arrangements are in place;
- (c) that the Affiliate will accept each self-billed invoice issued by the Company in respect of the services provided by the Affiliate under this Agreement;
- (d) to immediately notify the Company in the event that (i) the Affiliate's VAT number changes; (ii) the Affiliate is no longer registered for VAT; or (iii) the Affiliate's business is transferred as a going concern.

9.3 For as long as the Company does not exercise its right to introduce self-billing arrangements with the Affiliate in terms of Section 9.1, the Affiliate undertakes to issue and send to the Company by email at finance@epic.partners (or such other email address as may be designated by the Company), regular and timely VAT invoices for payment of its Affiliate Payments in accordance with all applicable laws and regulations. The Affiliate's VAT invoice shall be issued in pdf format and shall specify, inter alia:

- (i) The Affiliate's full legal name and registered address which shall be identical to the one used by the Affiliate when registering on the MyAffiliates portal on the Affiliate Site.
- (ii) The Affiliate's ID code assigned to it by the Company.
- (iii) The services time-period for which the VAT invoice is issued.

9.4 The Affiliate undertakes to register and maintain accurate records and data on the Company's Affiliate Program portal MyAffiliates on the Affiliate Site, including:

- (i) Its full registered legal name.
- (ii) Its VAT number.
- (iii) Registered address.
- (iv) Name of Signatory.
- (v) Bank Account details (IBAN/SWIFT Code and BIC)
- (vi) Email address for dispatch of the self-billing invoice, if applicable.

9.5 The Company makes no representation that any of its services, or those provided by any Group Company, will be uninterrupted or error free and, to the fullest extent permissible by law, it will not be liable for the consequences of any such interruptions or errors.

10. Special Rights of Company – Inactive or Unlawful Use of Affiliate Accounts

10.1 The Company shall have a right to immediately terminate this Agreement and close any Affiliate Accounts which have remained inactive for a period exceeding twelve (12) months by giving written notice of such intended closure to the Affiliate. For the purposes of this clause, an Affiliate Account shall be deemed to have remained inactive if the Affiliate does not introduce any new Customers who register as customers on the Property Site throughout the said inactive period of twelve (12) months.

10.2 Upon the closure of an Affiliate Account, the Company shall pay to the Affiliate all credit balances held in the Affiliate Account at the date of effective closure, less any reasonable account closure administrative fees which the Company may apply from time to time in terms of its account management procedures.

10.3 The Company shall also have a right to terminate this Agreement and close any Affiliate Account in the event of the Company having reasonable suspicion of the Affiliate and/or the Affiliate Account being engaged or used for any fraudulent, unlawful or money laundering activities under Application Law. In such an event, the Company shall have a right to withhold payment of any Affiliate Payments credited to the Affiliate Account until such time as the Company is provided by the Affiliate with clear evidence that its suspicions of fraudulent, unlawful and money laundering activities are unfounded or is ordered to release the Affiliate Payments held to the Affiliate by a final decision of a competent tribunal seized with any investigation of or dispute on the matter. The Affiliate's right to payment of the Affiliate Payments credited in the Affiliate Account shall expire and terminate upon the expiry of the six month time limit referred to in Clause 14.3 of this Agreement and the Affiliate Payments so held shall, immediately upon said expiry, be deemed

forfeited in favour of the Company.

10.4 The Company shall have a right to report any fraudulent, unlawful or money laundering activities carried out by an Affiliate, through his Affiliate Account or otherwise, to the competent authorities for any action to be taken against the Affiliate in compliance with Applicable Law.

11. Intellectual Property

11.1 Nothing contained in this Agreement will grant either Party any right, title to or interest in the Intellectual Property Rights of the other Party. For the avoidance of doubt, nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights.

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

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

11.4 Each Party shall immediately notify the other Party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any Intellectual Property Rights which may affect the supply or use of the Links.

12. Data protection

12.1 The Affiliate acknowledges that the security and integrity of the Company' data and its systems is fundamental to the business of the Company, and agrees that if it becomes aware of a breach or potential breach of security relating to the Links, it will immediately notify the Company of such breach or potential breach and do its best endeavours to ensure that any potential breach does not become an actual breach and to remedy any actual breach and its consequences.

12.2 The Affiliate warrants that it will at all times comply with the provisions of the Data Protection Act (Cap 440 of the Laws of Malta) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as updated and amended from time to time and any equivalent legislation in any jurisdiction which is applicable to the Affiliate Site and the Affiliate's activities.

13. Confidentiality

13.1 During the term of this Agreement and after termination or expiration of this Agreement, each Party shall not use any Confidential Information belonging to the other Party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other Party's Confidential Information to any person except with the prior written consent of the other Party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that:

(a) has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

- (b) is obtained from a third party without breach of this clause or any other duty of confidence;
- (c) has been disclosed to a Party by a third party, other than a company within its Group not in breach of any duty of confidence;
- (d) is trivial or obvious;
- (e) is required to be disclosed by law or other regulatory requirement provided notice is given to the other Party prior to disclosure where legal to do so; or
- (f) is in the possession of the Party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party

13.2 Each Party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

13.3 On termination of this Agreement each Party shall (on request) deliver up to the other Party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or Group Company.

13.4 The Parties shall together determine the content of any communications concerning the relationship between the Parties. Such communications shall be issued at a time and in a manner agreed to by the Parties. The Affiliate shall indemnify and hold harmless the Company from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Company in consequence of any breach by the Affiliate of its obligations under this Agreement.

14. Liability

14.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of the Company (including any liability for the acts and omissions of its employees, agents and subcontractors) to the Affiliate whether in contract, tort, statute, equity or otherwise:

(a) The Affiliate acknowledges and agrees that (except as expressly provided in this Agreement) the Links, Affiliate Program site and all the Company products are provided on an "AS IS" basis without warranties of any kind (whether express or implied);

(b) all conditions, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for purpose, occurrence or reliability of the Links or the Affiliate Program site are hereby excluded; and

(c) the Company will not be liable to the Affiliate for any losses relating to the Affiliate's use of the

Links or the Affiliate Program site or any breach of this Agreement by the Company including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by the Affiliate as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Affiliate incurring such loss.

14.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors.

14.3 The time limit within which the Affiliate shall commence proceedings against the Company in respect of any claim arising from this Agreement shall be six (6) months from the date on which it becomes aware or should reasonably have become aware of the relevant breach that would form the subject of the claim. The Affiliate's agrees that in the event of its failure to commence proceedings against the Company within the said six (6) month time limit, it shall forfeit its right to take legal action against the Company for the recovery of any claim arising under this Agreement.

15. Termination

15.1 The Company may terminate this Agreement immediately in the event that:

- (a) the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from the Company specifying the breach and requiring its remedy;
- (b) the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);
- (c) the Affiliate is made the subject of a bankruptcy petition or order;
- (d) the Affiliate ceases or threatens to cease carrying on its business;
- (e) the Affiliate, in the Company' opinion, is in breach of the terms of any applicable advertising code of practice including the CAP code and any voluntary codes the Company has agreed to abide by;
- (f) the Company ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Affiliate Site.

15.2 Either Party may terminate this Agreement by giving the other Party thirty (30) Days written notice.

15.3

15.4 Clause 14.1(b) and (c) will apply if any event occurs, or proceeding is taken, with respect to the Affiliate in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

15.5 On termination of this Agreement all licences granted to the Affiliate pursuant to this Agreement will immediately terminate.

15.6 If the Company terminates this Agreement under Clause 14.1 or the Affiliate terminates this Agreement under Clause 15.1 (except when the Affiliate does so following a material variation to the terms of the Agreement as provided herein) the Affiliate will not be entitled to receive any further payments pursuant to clauses 4 and 5 following such termination.

15.7 Clause 12 together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for whatever reason.

16. Force Majeure, Entire Agreement & Amendments

16.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labour disputes, strikes, acts of God, Industrial disturbances, acts of terrorism, lightning, utility or communications failures, floods, earthquakes, or other casualties. If a force majeure event occurs, the non-performing party is excused from any performance prevented by the force majeure event. If the force majeure event subsists for a period exceeding fifteen (15) business days, then the Party not affected may terminate the Agreement immediately by giving notice to the other Party.

16.2 This Agreement constitutes the entire and only Agreement between the Parties with regards to its subject matter and the Parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

16.3 The Company reserves the right, without incurring any liability towards the Affiliate, to change any terms and conditions of this Agreement at any time and at its sole discretion acting unilaterally, without reference to the Affiliate or without the need of the Affiliate's prior consent thereto. Except in the case of emergencies, such as cheating, fraud, piracy, mistakes in this Agreement or other events of an urgent nature, or beyond the Company's control, the Company will use its reasonable endeavours to provide the Affiliate with an email notifying its of the changes at least five (5) days prior to the date on which the Company intends them to take effect, but where the Company does not do so any such changes will take effect upon the posting of the amended terms and conditions of this Agreement. The Affiliate should monitor this Agreement frequently to ensure that it shall at all times be fully aware of and agree to the latest version. The Affiliate will be bound by all such changes and if it does not agree to be bound by such changes

the Affiliate shall have a right to immediately terminate the Affiliate's membership of the Affiliate Program by giving written notice to the Company. This right of termination is the Affiliate's only remedy in relation to any changes made by the Company to these terms and conditions, as may be amended from time to time.

17. Miscellaneous

17.1 An Affiliate will not assign, novate, act as trustee of a third party in respect of any benefit under this Agreement or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of the Company.

17.2 The Company may, at any time, assign or subcontract any of its rights and obligations under this Agreement to a Group Company by giving written notice of such assignment or subcontract to the Affiliate. The Affiliate agrees that service of the said written notice of assignment or subcontract upon it shall operate the immediate acknowledgement by it of the said assignment or subcontract of the Company's rights and obligations under the Agreement.

17.3 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute:

- (a) the Parties as a partnership, association, joint venture or other co-operative entity; or
- (b) any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

17.4 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Party against which the breach is committed.

17.5 No failure or delay by a Party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

17.6 Notices and communications from the Company will be made by email to the address provided by the Affiliate on the Affiliate's application to join the Affiliate Program.

17.7 The Affiliate shall send all notices and communications to the Company at the following email address: affiliates@epic.partners, or such other email address as may be notified to the Affiliate via the Affiliate Site from time to time.

17.8 Notices and communications will be deemed received four (4) hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 09:00 to 18:00 (CET time) it will be deemed to have been received at 09:00 on the next Business Day.

17.9 Except for any Group Company, no third party may enforce any rights granted to it under this Agreement.

17.10 The Affiliate and Customers shall, upon the request of the the Company, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as may at any time be required by the Company to give it the full benefit of this Agreement.

18. Governing law

18.1 This Agreement shall be construed in accordance with and governed by the laws of Malta.

18.2 Any disputes or claims arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts of Malta.