

# COMEON CONNECT

## GENERAL TERMS AND CONDITIONS

### 1. PURPOSE OF THE AFFILIATE PROGRAM

- 1.1. This Agreement (as defined hereunder) sets out the complete terms and conditions between COE Services Limited, with company number 103663 and whose principal place of business is situated at Sovereign Place, 117 Main Street, GX1 11AA Gibraltar (the “**Company**”), and the individual or entity stated in the Affiliate Sign Up Form, hence yourself and/or the company you represent (as applicable) (“**You**”), for Your participation in the ComeOn Connect affiliate program located at [www.comeonconnect.com](http://www.comeonconnect.com) (the “**Affiliate Program**”).
- 1.2. The Company operates the Affiliate Program for the benefit of its Group Companies (as defined below), in accordance with their licenses issued by the relevant Gambling Authority.
- 1.3. You are allowed only one affiliate account on the Affiliate Program for each license issued to the Group Companies by the relevant Gambling Authority. For the avoidance of doubt, the corporate group license issued by the MGA shall be deemed to constitute one (1) license. Any exceptions to this clause 1.3 must be approved in writing by the Company. The Company reserves the right to approve or deny any such request at its sole discretion.
- 1.4. You acknowledge that the Company and the Group Companies reserve the right to make requests pursuant to this Agreement, and Your participation in the Affiliate Program is contingent upon your compliance with such requests, as further specified in this Agreement.
- 1.5. It is important that You read and understand this Agreement. By completing the Affiliate Sign Up Form, and thereafter receiving formal approval thereof by the Company, You are agreeing to be bound by the terms and conditions of this Agreement. The Company's approval and Your continued participation in the Affiliate Program remain subject to the Company's sole discretion. If You do not agree with the duties and obligations stipulated in these terms and conditions, You should discontinue Your application.
- 1.6. This Agreement pertains exclusively to the services You may provide under the Affiliate Program, limited to the Approved Jurisdiction(s), and in connection with the Brand(s). This Agreement replaces all previous terms and conditions related to this Affiliate Program and supersedes and replaces any and all prior agreements and understandings, both oral and written, between the You and the Company relating to the Affiliate Program.
- 1.7. If You have any queries or questions in relation to this Agreement or wish to notify the Company of any matter related hereto, You may contact us on [connect@comeonconnect.com](mailto:connect@comeonconnect.com).

### 2. INTERPRETATIONS

- 2.1. In this Agreement, the following expressions shall have the following meanings:

<b>Administrative Fee</b>	means and includes, <i>inter alia</i> , jackpot contribution, game licenses, game royalties, finance fees and applicable taxes.
<b>Affiliate Payment</b>	means any Reward, One Time Payment and/or Sub-Affiliate Commission that may be due to You pursuant to this Agreement.
<b>Affiliate Sign Up Form</b>	means the application You submitted with the Company to join the Affiliate Program.

<b><i>Affiliate Site(s)</i></b>	means Your website(s) located at the web address(es) provided to the Company in Your Affiliate Sign Up Form, or subsequently changed from time to time and notified to the Company via the Affiliate Program portal.
<b><i>Agreement</i></b>	means these General Terms and Conditions, Appendix I, and any annexes or schedules attached or incorporated by reference therein.
<b><i>Approved Jurisdiction(s)</i></b>	means Ontario (Canada), rest of Canada, Denmark, Finland, Germany, Norway, and/or Sweden (as applicable).
<b><i>Brand(s)</i></b>	means, in the context of this Agreement, any and all brand(s) (thereby including any tradenames and/or trademarks, whether duly registered with applicable intellectual property offices or otherwise) which the Group Companies may operate at any time pursuant to their licence(s) issued by the applicable Gambling Authority and as communicated to You from time to time.
<b><i>Business Day</i></b>	means any day (excluding Saturdays and Sundays) which is not an official public holiday in Gibraltar.
<b><i>Calendar Month</i></b>	means in respect of any month in a Calendar Year, a period commencing on the first (1 <sup>st</sup> ) day of such month and ending on the last day of the same month.
<b><i>Calendar Year</i></b>	means each successive period of twelve (12) months commencing on the first (1 <sup>st</sup> ) of January and ending on the (31 <sup>st</sup> ) of December.
<b><i>Commencement Date</i></b>	means the date on which the Company formally confirms that Your Affiliate Sign Up Form, and thereafter application to join the Affiliate Program, has been accepted.
<b><i>Confidential Information</i></b>	means all information in any form relating to a Party (and any Group Company, in the case of the Company) (the “ <b>Disclosing Party</b> ”) that is directly or indirectly disclosed to the other Party (the “ <b>Receiving Party</b> ”), (including any personal data and/or customer data), by the Disclosing Party, and/or any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date.
<b><i>CPA Payment</i></b>	means the CPA payments that may accrue to You pursuant to this Agreement, as further described in clause 9.4.
<b><i>Customer(s)</i></b>	means a natural person who cumulatively: <ul style="list-style-type: none"> <li>(i) satisfies the minimum registration criteria applicable to natural persons that are eligible to make use of Group Companies’ services pursuant to their license issued by the applicable Gambling Authority;</li> <li>(ii) originates from a Tracking Link or other method acknowledged and pre-approved by the Company; and</li> <li>(iii) registers and maintains a valid player account with the Property Site(s).</li> </ul>
<b><i>Gambling Authority</i></b>	is a several reference to the MGA, DGA, SGA, GGL and AGCO (as applicable).
<b><i>Good Industry Practice</i></b>	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.

<b>Group Company</b>	means any corporate entity which is as holding, subsidiary, affiliate and/or related entity of the Company.
<b>High Roller Policy</b>	means the policy, as detailed in clause 10, pertaining to Negative Commissionable Revenue generated in any given Calendar Month by any Customer(s) who the Company, in its sole discretion, determines to be High Rollers (as defined hereunder).
<b>Hybrid Payment</b>	means the hybrid payments that may accrue to You pursuant to this Agreement, as further described in clause 9.5.
<b>Immediate Family</b>	means Your spouse, partner, parent, child or sibling.
<b>IPR</b>	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, e-mail 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.
<b>Negative Commissionable Revenue</b>	means revenue generated from Customers that falls below the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 9.3 or 9.5 (as applicable).
<b>Net Casino Winnings</b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a casino product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.
<b>Net Commissionable Revenue</b>	means the sum of the Positive Commissionable Revenue less Negative Commissionable Revenue generated by Customers in a Calendar Month.
<b>Net Sports Winnings</b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a sports product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.

<b><i>New Active Customer</i></b>	means a Customer who, within one (1) Calendar Year from Your referral to the Property Site(s) meets the following criteria, unless otherwise determined at the discretion of the Company:  (i) has made at least one deposit of the value agreed to between You and the Company via the Affiliate Program; and  (ii) has subsequently wagered on the Property Site(s) a minimum of one Euro (€1.00) from their total real money deposits (bonus money is therefore excluded).
<b><i>One Time Payment</i></b>	means any one-time commission payment per New Active Customer payable to You under clause 9.4.1.
<b><i>Positive Commissionable Revenue</i></b>	means revenue generated from Customers that meets the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 9.3. or 9.5 (as applicable).
<b><i>Party</i></b>	means You or the Company (as applicable).
<b><i>Parties</i></b>	means You and the Company jointly.
<b><i>Property Site(s)</i></b>	means, in the context of this Agreement, any and all websites which the Group Companies may operate at any time pursuant to their licence(s) issued by the applicable Gambling Authority and, as communicated to You from time to time.
<b><i>Revenue Share Payment</i></b>	means the revenue share payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 9.3.
<b><i>Sub Affiliate Payment</i></b>	means the sub-affiliate payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 11.
<b><i>Tracking Code</i></b>	means codes downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).
<b><i>Tracking Links</i></b>	means hypertext links (either as a banner or text link) downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).

2.2. In this Agreement (except where the context requires otherwise) the following shall apply:

- 2.2.1. any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.2.2. the singular includes the plural and vice versa; and
- 2.2.3. reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

### **3. PROVISION OF LICENCE**

3.1. In consideration of You making the Tracking Links and Tracking Code available on the Affiliate Site(s), and subject to the terms and conditions of this Agreement, the Company will procure that You are

granted a non-exclusive, non-transferable, terminable licence to use the Tracking Links on the Affiliate Site(s) solely for Your internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

#### **4. AFFILIATE OBLIGATIONS**

- 4.1. You warrant and undertake that during the Term of this Agreement, You will not, as principal or otherwise:
  - 4.1.1. display the Tracking Links other than on the Affiliate Site(s);
  - 4.1.2. display the Tracking Links and/or Tracking Code in any media without the Company's prior written approval;
  - 4.1.3. display data from the Tracking Links and/or Tracking Code via any electronically accessible medium other than the Affiliate Site(s) without the express written consent of the Company;
  - 4.1.4. do anything that would cause the Company to believe that a New Active Customer has clicked through the Tracking Links to register an account with the Property Site when that is not the case, sometimes known as 'cookie stuffing';
  - 4.1.5. place the Tracking Links on any part of the Affiliate Site(s) which are aimed at individuals under eighteen (18) years of age, provided that if You are approved, pursuant to clause 5.1, to promote the Brand(s) (as applicable) in Ontario (Canada), You warrant that you will not, as principal or otherwise place the Tracking Links on any part of the Affiliate Site(s) which are aimed at individuals under nineteen (19) years of age;
  - 4.1.6. use the Tracking Links or Tracking Code in a way which proves, or is likely to prove detrimental to the Company and/or any Group Company, for example by purposefully hiding referral URLs for Customers or New Active Customers (as applicable) referred to the Property Site;
  - 4.1.7. directly or indirectly offer any other potential affiliate or Sub-Affiliate (as defined hereunder) any incentive (including payment of money or other benefits) to use the Tracking Links or Tracking Code;
  - 4.1.8. assert the invalidity, enforceability, or seek to contest or challenge the ownership and/or the validity of IPR belonging to the Company and/or any Group Company, whether in relation to the Affiliate Program or otherwise, in any action or proceeding of whatever kind or nature, or take any action which may prejudice the relevant aforementioned owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill;
  - 4.1.9. edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of the Company and/or any Group Company;
  - 4.1.10. encourage or assist any other affiliate to breach any terms and conditions agreed to when opening an account to participate in the Company's Affiliate Program;
  - 4.1.11. engage in behaviour which, in the Company's sole reasonable opinion breaches the terms of the Affiliate Program or abuses the spirit of a promotion, competition, tournament or offer operated by any of the Group Companies, and will not encourage or assist any other third party to do so; and/or
  - 4.1.12. utilise any website having a domain name that contains the Brand(s) and/or their variations or misspellings, without the Company's permission, whether by way of linking, redirecting traffic

or otherwise, and shall not allow any third party that is reasonably connected with it (whether as Immediate Family or otherwise) to do so.

4.2. You further warrant and undertake that during the Term of this Agreement, You will:

- 4.2.1. at all times, conduct Yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;
- 4.2.2. continuously comply with the Affiliate Program's security guidelines and requirements as may be issued by the Company from time to time, whether in writing or otherwise;
- 4.2.3. keep confidential, and not allow anyone else to use Your login and password details for access to the Affiliate Program portal;
- 4.2.4. use best endeavours to display the Tracking Links and Tracking Code on the Affiliate Site(s) without interruption for the duration of this Agreement;
- 4.2.5. incorporate, and prominently and continually display the most Tracking Links provided by the Company on all pages of the Affiliate Site in a manner and location agreed by the Company. You shall not alter the form, location or operation of the Tracking Links without the Company's prior written consent;
- 4.2.6. immediately on request by the Company, change the address of the Affiliate Site(s);
- 4.2.7. ensure that the Affiliate Site(s) does not contain, and shall not link in any manner whatsoever to any material which is, or may be reasonably be considered as defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights;
- 4.2.8. ensure that all Your communications relating to the Company and/or any Group Company, and their respective products and/or services (including, for the avoidance of doubt the aforementioned entities' IPRs), and whether in relation to the Affiliate Program, the Property Site or otherwise (as applicable), make it clear that such communications are sent by and on Your behalf (and not from or on behalf of the Company and/or any Group Company); and
- 4.2.9. upon request from the Company, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

4.3. The approved appearance and syntax of the hypertext transfer link of the Tracking Links constitute the only authorised and permitted representation of the Property Site(s). You may only use banners retrieved from the Affiliate Program back office and You may not alter their appearance.

4.4. You are prohibited from using PPC (pay-per-click), sponsored links, search engine keywords, AdWords or similar promotions that incorporate keywords, including broad match, phrase match, exact match, or any other match types, that are identical or similar to any of the Brand(s) and/or any trademarks and/or trade names operated by the Company and/or any Group Company, regardless of their current status or registration in any jurisdiction or use any variations or misspellings thereof. This applies but is not limited to the following:

Casinostugan; Comeon; Cherry Casino; Ding! Casino; Galaksino; GetLucky; Hajper; LyллоCasino; Mobilebet; Mobilautomaten; Mobilespin; Nopeampi; Pzbuk; Sagakingdom; Snabbare; Sunmaker; Suomikasino; MAKR (the "**Prohibited Keywords**").

- 4.5. Furthermore, You must not combine the aforementioned keywords, or any variation thereof, with any of the following terms or their synonyms, or local language variations: 'Casino', 'Poker', 'Sport', 'Bonus', 'Free', 'Offer(s)', 'Promotion(s)', 'Betting', 'Gambling', 'Game(s)', 'Slot(s)', 'Pokies', 'Voucher(s)', 'Bonus Code', 'Deposit', 'Payment', and/or 'Free Spin(s)'.
- 4.6. You are also required to use the Prohibited Keywords as negative keywords in all online paid advertising (PPC, CPC, etc.).
- 4.7. You agree that You shall not engage in spamming and must practice "Netiquette" at all times. This includes any attempt to spam the Company and/or the Group Companies through the chat functionality in the Property Site's chat facility. Any unsolicited, unexpected or unwanted SMS sent by You aimed at extorting valuables, misleading recipients, or originating from someone the recipient has not specifically authorized to have their mobile number constitutes spam. You are prohibited from sending SMS messages referencing the Company, Group Company, and/or the aforementioned entities' IPRs and/or the Property Site, without the explicit consent of the Company. Once such consent has been granted by the Company, SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning that the recipient has consented to receive SMS messages from You and is given the option to opt-out with each SMS message. Additionally, all email marketing must also comply with commonly accepted opt-in rules, meaning the user has consented to receive emails from You and is given the option to opt-out with each email.
- 4.8. You are not entitled to earn Affiliate Payments from Customers generated in bad faith or from unauthorized advertising or promotion (including but not limited to Customers generated in breach of clause 4.7 above), regardless of whether or not it actually causes the Property Site(s) damage. Additionally, You are prohibited from incentivizing, promoting or suggesting methods such as sports betting arbitrage, sure betting, safe betting, casino systems or any similar strategies. If, at its sole discretion, the Company determines that You have acted in breach of this clause 4.8 (regardless of whether You had knowledge of the same), it reserves the right to terminate this Agreement immediately, in line with clause 17.2 and any Affiliate Payment due to You under this Agreement shall be forfeited.
- 4.9. In efforts to uphold the integrity of the Property Site(s), if the Company (at its sole discretion) determines that Affiliate Site(s) contain sufficiently similar content to the Property Site, thereby posing a risk to the Company, any Group Company, the Affiliate Program, and/or the Property Site, You shall be required to promptly and without delay (but in no case no later than five (5) Business Days upon request by the Company) remove all suspected and/or identified plagiarized content. An Affiliate Site will be deemed to contain enough similar content to jeopardize a Property Site in any search engine if as little as fifteen percent (15%) of the content is copied. Failure to update or remove the suspected and/or identified plagiarized content within the timeline stipulated above, will result in the suspension of Your affiliate account and any and all Affiliate Payments due to You under this Agreement, pending review of the situation by the Company. The final decision rests solely with the Company.
- 4.10. You further agree that:
  - 4.10.1. You and/or Your Immediate Family may not become Customers, and You shall not be entitled to any payment under this Agreement in relation to such persons;
  - 4.10.2. the Company may monitor the Affiliate Site to ensure You are complying with the terms of this Agreement;
  - 4.10.3. You will provide the Company with all data and information to enable the Company to perform such monitoring at no cost to the Company;
  - 4.10.4. the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and

4.10.5. the Agreement transfers no rights whatsoever (whether of ownership or otherwise) to You in relation to any Customer data, and accordingly, You agree and acknowledge that any and all Customer data that may be accessible by the Affiliate during the Term of this Agreement is, and shall remain, the exclusive property of the Customer, the Company and/or any Group Company (as applicable).

## **5. ADVERTISING REQUIREMENTS FOR AFFILIATES APPROVED TO OFFER SERVICES IN ONTARIO (CANADA)**

- 5.1. You understand and agree that You may only provide promote the Brand(s) (as applicable) in Ontario if You have been approved specifically for this purpose by the Company, pursuant to the Affiliate Program.
- 5.2. Pursuant to clause 5.1 above, if You are approved to promote the Brand(s) (as applicable) in Ontario (Canada), You must be over nineteen (19) years of age, in accordance with clause 7.1.2.
- 5.3. You commit to exclusively advertise AGCO-licensed operators in Ontario on Your Affiliate Site. For the avoidance of doubt, the Brand(s) shall not be associated in any manner or appear alongside operators offering remote games of chance in Ontario without a licence.
- 5.4. You shall only display advertisements which have been provided or approved by the Company. All advertisements must include:
  - 5.4.1. a responsible gambling message; and
  - 5.4.2. a nineteen plus (19+) symbol.
- 5.5. Additionally, You agree not to advertise any inducements, bonuses and credits.

## **6. ADVERTISING REQUIREMENTS FOR AFFILIATES APPROVED TO OFFER SERVICES IN GERMANY**

- 6.1. You commit to exclusively advertise GGL-licensed operators in Germany on Your Affiliate Site. For the avoidance of doubt, the Brand(s) shall not be associated in any manner or appear alongside operators offering remote games of chance in Germany without a licence.
- 6.2. Pursuant to clauses 9.3.1 and 9.5.1, You acknowledge and agree that the Revenue Share Payment option and the Hybrid Payment option as detailed in clauses 9.3 and 9.5 respectively are not available to affiliates who are approved, pursuant to the Affiliate Program, to promote the Brand(s) in Germany.
- 6.3. You agree that all advertising content (text, image, sound, moving images) on the Affiliate Site must be clearly marked as such.
- 6.4. You agree to prominently display a notice on the Affiliate Site indicating that You will receive remuneration if a visitor to Your Affiliate Site registers to a Property Site (as applicable). This notice must be easily noticeable and displayed for a duration sufficient for the average user to fully comprehend the information.
- 6.5. You are bound to abide by and comply with all the provisions of the State Treaty on Gambling 2021 (GlüStV), along with its ancillary provisions.

## 7. WARRANTIES

### 7.1. You warrant that:

- 7.1.1. You have full capacity and authority to enter into this Agreement (and related Affiliate Program) and any other documents executed by You that may be associated with this Agreement and/or the Affiliate Program;
- 7.1.2. You are over eighteen (18) years of age, provided that pursuant to the Affiliate Program, if You are approved, pursuant to clause 5.1, to promote the Brand(s) (as applicable) in Ontario (Canada), You warrant that you are over nineteen (19) years of age;
- 7.1.3. You will, within thirty (30) days upon request by the Company from time to time and at its sole discretion, provide copies of identification documents, proof of billing address, certificate of good conduct, and any other documents as may be requested;
- 7.1.4. all the information You provided in the Affiliate Sign Up Form is correct, and You will notify the Company promptly of any changes;
- 7.1.5. You are not, and have never been engaged in any activity, practice or conduct which would constitute an offence (whether criminal or otherwise);
- 7.1.6. You have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings;
- 7.1.7. You have obtained, and will maintain in force, all necessary registrations, authorisations, consents and licences to enable You to fulfil Your obligations under this Agreement and participate in the Affiliate Program;
- 7.1.8. You are not located in, incorporated in, or a resident or national of any jurisdiction subject to international sanctions, trade restrictions, or identified as presenting a high risk of financial crime, including but not limited to money laundering or terrorist financing. You further confirm that you are not, and will not during the term of this Agreement, engage in any activity or business dealings that could expose the Company and/or any Group Company to legal, financial, or reputational risk, including any dealings connected to unlawful, unethical, or sanctioned activities.
- 7.1.9. You will fully comply with all applicable laws and regulations (including but not limited to anti-money laundering (AML) laws, counter-terrorist financing (CFT) laws, anti-bribery and anti-corruption laws); and
- 7.1.10. You will fully comply with any applicable advertising codes.

7.2. You agree to immediately notify the Company if your status or location changes in a way that could affect your compliance with the above warranties.

7.3. The Company makes no representation that any of its products and/or services, and/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.

7.4. You acknowledge and agree that except as otherwise expressly provided in this Agreement, the Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company and/or Group Company products and/or services are provided “AS IS” without warranties of any kind (express or implied).

7.5. 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 Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company and/or Group Company products and/or services are hereby excluded.

## 8. AFFILIATE ACTIVITY

8.1. You are required to maintain an active affiliate account ("**Active Affiliate Account**"). For Your affiliate account to be classified and an Active Affiliate Account, You must:

8.1.1. refer to the Affiliate Program a minimum of six (6) New Active Customers in each and every three (3) Calendar Month rolling period; and

8.1.2. maintain an active Affiliate Site with the latest supplied banners and/or promotions promoting the Brand(s).

## 9. PAYMENT ENTITLEMENT

9.1. In consideration of You maintaining an Active Affiliate Account You will be entitled to payment on the terms of this clause 9.

9.2. You will be able to indicate your initial preferred Affiliate Payment option in the Affiliate Sign Up Form. The chosen option will be confirmed by the Company once Your application is approved.

### 9.3. **REVENUE SHARE PAYMENT**

9.3.1. In accordance with clause 6.2, the Revenue Share Payment option as detailed in this clause 9.3 is not available to affiliates who are approved, pursuant to the Affiliate Program, to promote the Brand(s) in Germany.

9.3.2. If You select a Revenue Share Payment option, the Company shall pay You on a monthly basis and in respect of each Customer: (i) the agreed percentage of Net Casino Winnings and/or (ii) the agreed percentage of Net Sports Winnings (as and if applicable), as agreed to between You and the Company via the Affiliate Program portal (the "**Reward**").

9.3.3. In the event of no explicit agreement between You and the Company, the default Reward plan shall be as follows:

NET CASINO WINNINGS	REWARD
€ 0 – € 10,000	25%
€ 10,001 – € 20,000	30%
€ 20,001 – € 30,000	35%
€ 30,001 – € 50,000	40%
€ 50,001 +	45%

NET SPORTS WINNINGS	REWARD
€ 0 – € 10,000	20%
€ 10,001 – € 20,000	25%
€ 20,001 – € 30,000	30%
€ 30,001 +	35%

9.3.4. You shall be entitled to a Reward:

9.3.4.1. for as long as a Customer maintains an account with the Property Site; and

9.3.4.2. for the duration of the Term of this Agreement.

#### 9.4. CPA PAYMENT

9.4.1. If You select a CPA Payment option, the Company shall pay You a One Time Payment (as agreed to between You and the Company via the Affiliate Program portal) per New Active Customer.

#### 9.5. HYBRID PAYMENT

9.5.1. In accordance with clause 6.2, the Hybrid Payment option as detailed in this clause 9.5 is not available to affiliates who are approved, pursuant to the Affiliate Program, to promote the Brand(s) (as applicable) in Germany.

9.5.2. If You select a Hybrid Payment option, the Company shall pay You:

9.5.2.1. any applicable Reward payable pursuant to the Revenue Share Payment terms as outlined in clause 9.3 above; and

9.5.2.2. any applicable One Time Payment payable pursuant to the CPA Payment terms as outlined in clause 9.4 above.

#### 9.6. GENERAL PAYMENT TERMS

9.6.1. The Company may withdraw any of the payment options pursuant to clauses 9.3, 9.4, 9.5, and/or 11 at any time by giving notice to You. If applicable, You may then be required to select another payment option via the Affiliate Program portal.

9.6.2. In the event that modifications are required to Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 9.3, 9.4, 9.5, and/or 11 (as applicable), the Company shall notify You and discuss the required changes. Notwithstanding these discussions, the Company reserves the right to implement any such required changes, which will take effect twenty-four (24) hours after Your notification. The Company's decision in this matter will be final, and no further correspondence shall be entered into.

9.6.3. The Company (at its sole discretion), also reserves the right to (i) modify and/or reduce Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 9.3, 9.4, 9.5, and/or 11 (as applicable), and/or (ii) terminate this Agreement with immediate effect and no further liability pursuant to clause 17.2:

9.6.3.1. if You (in Company's sole opinion) reduce your efforts to promote the Brand(s) in the Approved Jurisdiction;

9.6.3.2. if You do not log-in to Your Active Affiliate Account a minimum of one (1) time within any three (3) consecutive Calendar Months;

9.6.3.3. if the Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal (as applicable) pursuant to clauses 9.3, 9.4, 9.5, and/or 11 (as agreed to between You and the Company) results in a financial loss to the Company;

9.6.3.4. if You fail to maintain an Active Affiliate Account in accordance with clause 8 above;

9.6.3.5. if the Company determines (at its sole discretion) that You are participating in the Affiliate Program to benefit by referring Customers who the Company deems not legitimately interested in the Company's products or services or who do not match a similar average value to the Company's existing customers; and/or

9.6.3.6. in the event of any legal and/or regulatory changes in the Approved Jurisdiction making it necessary for the Company to avail of this clause 9.6.3.

9.6.4. In the event that a Customer:

9.6.4.1. has been introduced in breach of any terms of this Agreement;

9.6.4.2. makes an initial deposit which is subject to a chargeback, or which is reversed for any other reason;

9.6.4.3. uses Your Tracking Code or that of a member of Your Immediate Family (or the code relating to any similar or replacement customer referral scheme to the Affiliate Program) when signing up for an account;

9.6.4.4. fails any identity or credit checks carried out by the Company or on the Company's behalf;

9.6.4.5. is located in a territory which is not the Approved Jurisdiction; or

9.6.4.6. has their account closed within twenty-five (25) Business Days of the account opening (for any of the reasons above);

You will not be entitled to receive an Affiliate Payment in respect of such Customer. The Company is obliged to communicate this promptly and You can request evidence if applicable. In the event that any such payment has already been made to You in respect of such Customer, You will promptly repay the amount paid on receiving 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.

9.6.5. You will be able to review statements showing the number of Customers introduced by You via the Tracking Links or using the Tracking Code and Affiliate Payments (if any) which have accrued over the course of the Calendar Month. Such statements are for information purposes only. The Company will endeavour to ensure that such statements are updated daily but is under no obligation to do so.

9.6.6. The Company shall endeavour to inform You by the fifth (5<sup>th</sup>) Business Day of the Calendar Month of the amount generated by means of Your selected Affiliate Payment option (if any), for the preceding Calendar Month (the "**Amount Due**").

9.6.7. In the event that You generate Negative Commissionable Revenue, the Company will not carry forward or set off such Negative Commissionable Revenue against Positive Commissionable Revenue Due for future months which would otherwise be payable to You. If the Amount Due for a particular Calendar Month does not exceed fifty Euro (€50.00) (the "**Minimum Monthly Amount**"), the Company is entitled to withhold and carry forward such amount to the end of the ensuing Calendar Month(s) in which the Amount Due (including any sums carried forward in this way) exceeds fifty Euro (€50.00), at which time payment shall be made in accordance with this clause 9.

9.6.8. All Affiliate Payments made to You by the Company under this Agreement:

9.6.8.1. are deemed exclusive of any VAT or other tax payable;

9.6.8.2. will be paid in Euro;

9.6.8.3. will be made on a monthly basis in arrears, approximately between the fifteenth (15th) and the end of each month for the Amount Due for the preceding Calendar Month.

9.6.9. You are responsible for providing the correct payment details.

9.6.10. You must promptly notify the Company in writing of any errors related to an Affiliate Payment made to You. If You do not notify the Company of any such error within six (6) months after the Affiliate Payment has been made, the Company will not be obligated to make any retroactive adjustments to such already executed Affiliate Payments.

9.6.11. If there is a pending Affiliate Payment due to You for a period of six (6) Calendar Months or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details, such Affiliate Payment will be cancelled. In such an event, You shall forfeit any entitlement to receive said Affiliate Payment, and the Company shall bear no further liability in relation to the cancelled Affiliate Payment.

## **10. HIGH ROLLER POLICY**

10.1. The following High Roller Policy, as detailed in this clause 10, shall apply when Negative Commissionable Revenue is generated in any given Calendar Month by any High Rollers (as defined hereunder).

10.2. If in any given Calendar Month:

10.2.1.a Customer generates Negative Commissionable Revenue of at least fifty thousand Euro (€50,000.00) after tax; and

10.2.2. the Net Commissionable Revenue in that Calendar Month (for each Brand, as applicable) for You is negative;

then such Customer shall be deemed to be a high roller (“**High Roller**”).

10.3. If both criteria under clause 10.2 are met, then the Negative Commissionable Revenue generated by the High Roller will be carried forward and offset against future Positive Commissionable Revenue generated by that High Roller in subsequent months until such Negative Commissionable Revenue is cleared.

10.4. Any Negative Commissionable Revenue carried forward cannot be set-off against other Customers’ Positive Commissionable Revenue.

10.5. The Negative Commissionable Revenue generated by the High Roller will be isolated and will not affect the Reward due to You for other Customers during that given Calendar Month.

10.6. If, within (6) months from the event resulting in a High Roller being determined as such, the Negative Commissionable Revenue generated by that High Roller is completely set off against the Positive Commissionable Revenue generated by that High Roller, such High Roller will no longer be classified as such and shall rejoin the pool of Customers for which a Reward may be generated.

10.7. If, after the lapse of the period referred to in clause 10.6 above, the Negative Commissionable Revenue generated by that High Roller is not set off in accordance with clause 10.6, any future Positive Commissionable Revenue and/or Negative Commissionable Revenue that may be generated by that High Roller shall no longer be taken into consideration, and that High Roller shall be excluded from the pool of Customers for which You are eligible to generate a Reward indefinitely thereafter.

## **11. SUB-AFFILIATES**

- 11.1. Where a new affiliate registers for the Affiliate Program for the first time via the Tracking Links (a “**Sub-Affiliate**”) You may also be entitled to a payment equivalent to the percentage notified to You via the Affiliate Program Portal, of any payments made to such Sub-Affiliate under its affiliate agreement with the Company (“**Sub-Affiliate Commission**”).
- 11.2. Sub-Affiliates may not be directly or indirectly owned or controlled by You or Your Immediate Family and You shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.
- 11.3. In the event that any payment to a Sub-Affiliate is reclaimed under the terms of its agreement with the Company, or Sub-Affiliate Commission is generated by You in breach of clause 11.2 above, You will promptly repay the amount generated as a Sub-Affiliate Commission on receiving notice from the Company. The Company will be entitled to set-off any amount owed as a result against future Affiliate Payments under this Agreement.
- 11.4. All Sub-Affiliate Commission payments due to You under this clause 11 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.
- 11.5. The Company may, at its sole discretion, change the percentage of the Sub-Affiliate Commission due under clause 11.1 above in respect of any future Sub-Affiliates You refer to the Affiliate Program at any time, by giving notice to You.
- 11.6. Payments under this clause 11 will be made in accordance with clause 9.6 and subject clause 10 above.

## **12. INTELLECTUAL PROPERTY**

- 12.1. You acknowledge that all IPR in the Brand(s), Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services provided by the Company and/or any Group Company (“**Company IPR**”) belong and shall belong to the Company and/or the Group Companies (as applicable). You shall have no rights in or to the aforementioned Company IPR, Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services other than as provided for exclusively in this Agreement. All IPR in any third-party materials shall belong to the third-party owner thereof.
- 12.2. Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any IPR and/or data that is not owned by the Company and/or the Group Companies (as applicable). In the event that You require access to any such IPR and/or data, You agree that You will give the Company an opportunity to secure rights to the same and (if it becomes necessary to do so) You will pay the costs of securing a licence to the same from the relevant third-party IPR and/or data owner or else, either Party may terminate this Agreement immediately.
- 12.3. 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 IPR which may affect the supply or use of the Tracking Links.
- 12.4. You shall not assert the invalidity, unenforceability, or contest the ownership of any Company IPR in any action or proceeding of any kind and shall not take any action which may prejudice the relevant owner’s rights thereto, render them generic, or otherwise weaken their validity or diminish their associated goodwill.
- 12.5. If the Company discovers that You have breached this Agreement and referred Customers by inappropriate usage of the relevant Company and/or any Group Company IPR (without the aforementioned entities’ prior approval), the Company, at its sole and absolute discretion, reserves and retains the right to take various actions, including but not limited to, withholding and forfeiting of Affiliate Payments and/or immediately and unilaterally terminating this Agreement in line with clause 17.2.

### **13. DATA PROTECTION**

- 13.1. You acknowledge that the security of the Affiliate Program, its data and its systems is fundamental to the business of the Company.
- 13.2. If You become aware of a breach or potential breach of security relating to the Tracking Links, You shall immediately notify the Company of any such breach or potential breach and You shall use Your best endeavours to (i) ensure that any potential breach does not become an actual breach and/or (ii) to remedy any actual breach and its consequences.
- 13.3. You warrant that You will at all times comply with the provisions of the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent European Union legislation in relation to the protection of personal data and any similar or equivalent legislation in any other relevant jurisdiction, which is applicable to the Affiliate Site and Your activities. Additionally, You shall comply with Your obligations under Appendix I.

### **14. CONFIDENTIAL INFORMATION**

- 14.1. 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 shall either Party 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.
- 14.2. This obligation will not apply to any Confidential Information that:
  - 14.2.1. has come into the public domain other than by breach of this Agreement, or any other duty of confidence;
  - 14.2.2. is obtained from a third-party without breach of this clause or any other duty of confidence;
  - 14.2.3. has been disclosed to a Party by a third-party, other than a Group Company not in breach of any duty of confidence;
  - 14.2.4. is trivial or obvious;
  - 14.2.5. 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
  - 14.2.6. is in the possession of the Party at the time the Confidential Information was disclosed to it by the other Party or which is independently developed without reference to any Confidential Information of the other Party.
- 14.3. Each Party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and in the case of the Company and/or to any Group Company (and their respective directors, other officers, employees, advisers and sub-contractors) 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 14.
- 14.4. On termination of this Agreement for whatever reason, each Party shall (on request) deliver 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 and/or any Group Company.

14.5. 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.

## **15. INDEMNITIES**

15.1. You will indemnify and hold harmless the Company and/or any Group 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 and/or any Group Company in consequence of any breach by You of your obligations under this Agreement.

## **16. LIMITATIONS ON LIABILITY**

16.1. 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 sub-contractors) to you whether in contract, tort, statute, equity or otherwise.

16.2. The Company and Group Companies shall not be liable to You for any losses relating to Your use of the (i) Tracking Links, (ii) Tracking Codes, (ii) the Affiliate Program (including the Affiliate Program portal), and/or (iii) any breach of this Agreement by the Company and/or any Group Company, including but not limited to 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 you as a result of an action brought by a third-party) even if such loss was reasonably foreseeable or if You had been advised of the possibility of incurring such loss.

16.3. No exclusion or limitation set out in this Agreement shall apply in the case of (i) fraud or fraudulent misrepresentation, (ii) gross negligence, (iii) wilful misconduct, and (iv) death or personal injury resulting from the negligence of any Party or any of their employees, agents or sub-contractors.

16.4. The time limit within which You must commence proceedings against the Company to recover on any claim shall be six (6) months from the date You become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

## **17. TERM AND TERMINATION**

17.1. This Agreement shall commence on the Commencement Date and unless otherwise specified herein, shall continue until either Party serves twenty (20) Business Days' written notice of their intention to terminate (the "**Term**").

17.2. The Company may terminate this Agreement immediately:

17.2.1. if You breach 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;

17.2.2. in the event You suspend or threaten to suspend payment of your debts, or are unable to pay your debts as they fall due, begin negotiations for, or make any voluntary arrangement with your creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of your assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);

17.2.3. in the event You are made the subject of a bankruptcy petition or order;

- 17.2.4. in the event You cease or threaten to cease carrying on your business;
- 17.2.5. if You, in the Company's opinion, are in breach of the terms of any applicable advertising code of practice, including but not limited to the CAP code, and any voluntary codes the Company has agreed to abide by;
- 17.2.6. if the Company ceases to accept Customers from, or to advertise in any Approved Jurisdiction(s) (as applicable);
- 17.2.7. if You fail to comply with any of the regulations mentioned in this Agreement; and/or
- 17.2.8. if You fail to change the web address of the Affiliate Site on the Company's request in accordance with clause 4.2.6;
- 17.2.9. if, subject to clause 4.8, You are found to have benefitted from traffic generated in breach of clause 4.7;
- 17.2.10. if You are found to be in breach of any of the advertising requirements for affiliates approved to offer services in Ontario and/or any of the advertising requirements for affiliates approved to offer services in Germany provided for under clauses 5 and 6 (as applicable);
- 17.2.11. if You are found to be in breach of any of the warranties provided for under clause 7.1; and/or
- 17.2.12. in any of the instances provided for pursuant to clause 9.6.3.

17.3. Clauses 17.2.2 and 17.2.3 will apply if any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are subject, that has an effect equivalent or similar to any of the events mentioned in those clauses.

17.4. Except as set out in clause 17.6 and 17.7 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

17.5. On termination of this Agreement all licences granted to You pursuant to this Agreement will immediately terminate.

17.6. If Your Agreement is terminated under clause 17.1, no new Affiliate Payments shall be due to You pursuant to clauses 9 and 11 following such termination.

17.7. If Your Agreement is terminated for any reason under clause 17.2, any Affiliate Payment due to You under this Agreement at the time of termination shall be forfeited and You will not be entitled to receive any further Affiliate Payments pursuant to clauses 9 and 11 following such termination.

17.8. Clause 14 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.

## **18. AMENDMENTS**

18.1. The Company reserves the right to review and modify the terms of this Agreement in whole or in part at its sole discretion. You shall be notified of any changes at least fifteen (15) Business Days prior to any amendments pursuant to this clause 18.1 come into effect.

18.2. Additionally, the Company reserves the right to modify the terms of this Agreement at any time to comply with any directive issued by a Gambling Authority and/or any other legal or regulatory requirement, by providing written notice to You. For any amendments pursuant to this clause 18.2, the Company shall strive to notify of any changes at least fifteen (15) Business Days prior to any such

amendments coming into effect, however, You acknowledge that this may not always be possible and as such a shorter notification period may be necessary, as specified in the Company's notification to You.

18.3. During the notice periods pursuant to clauses 18.1 or 18.2 (as applicable) You may: (i) accept the amended Agreement, or (ii) reject the amended Agreement.

18.4. If You do not respond to the Company within the notice period stipulated in clauses 18.1 or 18.2 (as applicable) with Your acceptance or rejection of the amended Agreement, You shall be deemed to have accepted the amended Agreement.

18.5. Upon termination of Your Agreement pursuant to clause 18.3 (ii) or 18.4 above, You will no longer be able to participate in the Affiliate Program and no new Affiliate Payments shall be due to You pursuant to clauses 9 and 11 following such termination.

## **19. ASSIGNMENT AND SUBCONTRACTING**

19.1. You may not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of the Company.

19.2. The Company may assign, novate or sub-contract any of its rights and obligations under this Agreement to any Group Company at any time without giving notice to You.

## **20. FORCE MAJEURE**

20.1. Neither Party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"), and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for fifteen (15) Business Days, the Party not affected may terminate this Agreement immediately by giving written notice to other Party.

## **21. SEVERABILITY**

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

21.1.1. the Parties as a partnership, association, joint venture or other co-operative entity; or

21.1.2. 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.

## **22. NO WAIVER**

22.1. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

22.2. 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.

## **23. THIRD-PARTY RIGHTS**

23.1. Except for the Company, Authorised Entities, any Group Company, and/or any party elected by them, no third-party may enforce any rights granted to it under this Agreement.

## **24. NOTICES**

- 24.1. Notices and communications from the Company will be made by e-mail to the address provided by You in Your Affiliate Sign Up Form to join the Affiliate Program.
- 24.2. You should send all notices and communications to [connect@comeonconnect.com](mailto:connect@comeonconnect.com) or such other e-mail address as notified to You via the Affiliate Program portal from time to time.
- 24.3. 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.

## **25. GOVERNING LAW AND FORUM**

- 25.1. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Gibraltar and the Parties hereby irrevocably submit to the jurisdiction of the courts of Gibraltar.

## **26. ENTIRE AGREEMENT**

- 26.1. 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.

## APPENDIX 1

### DATA PROCESSING AGREEMENT

#### 1. INTERPRETATIONS

- 1.1. The terms **“Controller”/“Data Controller”, “Processor”/“Data Processor”, “Personal Data”, “Process”/“Processing”, “Personal Data Breach”, “Data Protection Impact Assessment”, “Data Subject”, and “Data Subject Access Request”** shall all have the same meaning as that provided for in the GDPR (as defined hereunder).
- 1.2. **“Adequate Country”** means any country, territory or one or more specified sectors within that country, or organisation located outside of the European Economic Area which is recognised by the European Commission as ensuring an adequate level of protection of Personal Data.
- 1.3. **“Data Protection Legislation”** shall mean:
  - 1.3.1. the General Data Protection Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**“GDPR”**);
  - 1.3.2. the Data Protection Act 2018 (Cap 586 of the Laws of Malta);
  - 1.3.3. any other applicable laws and regulations regulating the processing of personal data and/or privacy which apply to any party to this Agreement; and
  - 1.3.4. if applicable, any guidance and code of practices issued by the relevant competent supervisory authorities.
- 1.4. **“Purpose”/“Business Purpose”** means the purpose/s defined in Annex I.
- 1.5. **“Service”** means the service to be provided by the Processor to the Controller detailed in Annex I (Purpose) and the Agreement to which this Data Processing Agreement is being attached.
- 1.6. **“Sub-Processor”** means any third-party appointed by the Processor to assist it in the Processing of Personal Data on behalf of the Controller.
- 1.7. Capitalised terms not defined in this Data Processing Agreement shall have the same meaning assigned to them in the Agreement to which this Data Processing Agreement is being attached.

#### 2. SCOPE AND APPLICATION

- 2.1. The Parties agree that the terms and conditions defined in this Data Processing Agreement shall regulate the transfer of Personal Data from the Controller to the Processor.
- 2.2. The Parties hereby acknowledge and agree that in relation to the processing of Personal Data You shall be the Processor wherein You carry out Your operations solely to drive traffic towards the Controller.
- 2.3. Provided that You acknowledge and agree that the Personal Data of the Controller includes Personal Data from the Group Companies and/or related entities to the Controller, and You further acknowledge understand and accept that the terms and obligations of this Data Processing Agreement shall also include and apply in respect of all and any Personal Data from the Group Companies and/or related entities.

- 2.4. Provided further that You shall be deemed a Controller in Your own right where You manage Data Subjects for the purpose of providing Customers to the Controller and up to the point before You direct the Data Subjects to the Controller.

### **3. DATA PROTECTION OBLIGATIONS**

- 3.1. The Parties hereby undertake to comply with all applicable Data Protection Legislation requirements. The provisions in this Data Processing Agreement are in addition to, and do not relieve, remove or replace, either Party's obligations or rights under Data Protection Legislation.

### **4. PROCESSING**

- 4.1. The Parties acknowledge that where the Processor is required to Process Personal Data on behalf of the Controller, it shall do so subject to the following conditions that:

- 4.1.1. The Processing of Personal Data is undertaken solely for the purpose and to the extent detailed in Annex I and subject to the security measures detailed in Annex II, both respectively attached to this Data Processing Agreement. The Processor shall not otherwise Process Personal Data for any other purpose or without any specific written instruction from the Controller;

- 4.1.2. The Processor shall maintain a record of its Processing activities as provided for in Article 30 of the GDPR;

- 4.1.3. The Processor shall handle the Personal Data with the same care and scrutiny as if the Personal Data being Processed were its own; and

- 4.1.4. The Processor shall assist in ensuring compliance with Article 32 to 36 of the General Data Protection Regulation (Security of the Personal Data and Data Protection Impact Assessments and Prior Consultation) taking into account the nature of the processing and the information available to the Processor.

- 4.2. The Processor also undertakes to notify the Controller in writing where it deems that an instruction of the Controller infringes Data Protection Legislation.

- 4.3. Where the Processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("**Sensitive Data**"), the Processor shall apply specific restrictions and/or additional safeguards.

### **5. ACCESS**

- 5.1. The Processor shall ensure that access to Personal Data is restricted to such individuals, parties or entities requiring access for the purpose detailed in Annex I and strictly necessary for the individual, party or entity concerned to perform its duties.

- 5.2. The Processor shall also ensure that individuals, parties or entities requiring access pursuant to the preceding clause:

- 5.2.1. are informed of the confidential nature of the Personal Data;

- 5.2.2. are subject to legally binding confidentiality obligations in relation to Personal Data; and

- 5.2.3. have received appropriate training on Data Protection Legislation and the handling Personal Data.

## **6. RETURN/DESTRUCTION OF DATA**

- 6.1. On termination or expiry of this Agreement, the Processor shall, at the choice of the Controller, either:
  - 6.1.1. delete securely; or
  - 6.1.2. return all Personal Data to the Controller and delete all existing copies of the Personal Data from its systems.
- 6.2. In such circumstances the Processor shall also provide written confirmation to the Controller evidencing compliance with the provision of this Clause in relation to the deletion of Personal Data.

## **7. APPOINTMENT OF SUB-PROCESSORS**

- 7.1. Where the Processor intends to employ sub-processors to assist it in the processing of Personal Data, it shall do so subject to the following conditions that:
  - 7.1.1. the Sub-Processor agreement is on terms which are substantially the same as this Data Processing Agreement and terminated automatically on termination of this Data Processing Agreement; and
  - 7.1.2. The Controller is notified of such appointment in advance with the option to terminate the Agreement without any liability within thirty (30) days of such notification;

Provided that notwithstanding the foregoing, the Processor shall remain liable in full to the Controller for the processing of Personal Data in compliance with this Data Processing Agreement.

## **8. INTERNATIONAL DATA TRANSFERS**

- 8.1. The Processor shall not transfer Personal Data outside the European Union and/or European Economic Area unless expressly authorised by the Controller and subject to:
  - 8.1.1. appropriate safeguards, as provided for in Article 46(2) of the GDPR for transfers to countries not considered as ensuring an adequate level of protection; and
  - 8.1.2. enforceable rights and effective legal remedies available to the Data Subject.

## **9. DATA PROTECTION IMPACT ASSESSMENTS**

- 9.1. The Processor shall, as requested by the Controller, provide all reasonable assistance to the Controller in preparation of any Data Protection Impact Assessment prior to commencing any processing. Provided that where costs are involved, they shall always be borne by the Party requesting such assistance.

## **10. PERSONAL DATA BREACH**

- 10.1. The Processor shall notify the Controller without undue delay, and in any event within twenty-four (24) hours of becoming aware of a Personal Data Breach using such reporting mechanisms as specified by the Controller if:
  - 10.1.1. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; or
  - 10.1.2. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor receives any Personal Data Breach notification, complaint, notice or communication which

relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Legislation.

10.2. In all circumstances the Processor shall provide full cooperation, information and assistance to the Controller in relation to such Personal Data Breach, compliance notice or communication.

## **11. DATA SUBJECTS AND OTHER REQUESTS**

11.1. The Processor shall promptly notify the Controller if:

11.1.1. it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data;

11.1.2. it receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation, including from any supervisory authority in connection with this Data Processing Agreement; or

11.1.3. it receives a request from any third-party for the disclosure of Personal Data.

11.2. In such circumstances, the Processor also:

11.2.1. undertakes not to respond to requests made except with any express instructions from the Controller and to the extent permitted by the applicable Data Protection Legislation; and

11.2.2. provide all the necessary assistance and cooperation (including without limitation implementing technical and organisational measures) to enable the Controller to fulfil its obligations under Data Protection Legislation.

## **12. COMPLIANCE AUDITS**

12.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations provided for in this Data Processing Agreement and the applicable Data Protection Legislation in a timely manner. The Parties further undertake to provide the necessary assistance in the case of audits or inspections carried out by or on behalf of the Controller or any relevant supervisory authority.

## **13. WARRANTY AND INDEMNITY**

13.1. Each Party warrants to the other that it will process the Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments.

13.2. Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the first Party or its employees or agents to comply with any of its obligations under this Agreement.

## **14. CONFIDENTIALITY**

14.1. The Parties acknowledge that Personal Data shall be treated as Confidential Information and subject to the confidentiality obligations as provided for in the Agreement.

## **15. GOVERNING LAW AND JURISDICTION**

15.1. This Data Processing Agreement shall be governed by the laws provided for in the Agreement and the Parties shall also submit to the jurisdiction specified therein.

## **16. TERM AND TERMINATION**

- 16.1. The Term of this Data Processing Agreement shall be that as provided for in the Agreement to which this Data Processing Agreement is attached.
- 16.2. Without prejudice to any provisions of the GDPR, in the event that the Processor is in breach of its obligations under this Data Processing Agreement, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with the clauses in this Data Processing Agreement or the Agreement is terminated.
- 16.3. The Processor shall promptly inform the Controller in case it is unable to comply with the clauses of this Data Processing Agreement, for whatever reason.
- 16.4. The Controller shall be entitled to terminate the Agreement insofar as it concerns Processing of Personal Data in accordance with these clauses if:
- 16.4.1. the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to clause 16.2 and if compliance with these clauses is not restored within a reasonable time and in any event, within one (1) month following suspension;
  - 16.4.2. the Processor is in substantial or persistent breach of these clauses or its obligations under the GDPR; and/or
  - 16.4.3. the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these clauses or to the GDPR.
- 16.5. The Processor shall be entitled to terminate the Agreement insofar as it concerns processing of Personal Data under these clauses where, after having informed the Controller that its instructions infringe applicable legal requirements, the Controller insists on compliance with the instructions.
- 16.6. The provisions of this Data Processing Agreement which either expressly or by implication are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.
- 16.7. Termination or expiry of this Data Processing Agreement for whatever reason shall not affect any accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination or expiry.

## **17. NOTICES**

- 17.1. For the purpose of escalating any queries, complaints or required notices in pursuant to this Data Processing Agreement, the contact person for the Controller shall be the Data Protection Officer at [dpo@comeon.com](mailto:dpo@comeon.com).
- 17.2. Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and shall be deemed delivered on the receipt of the request receipt or written confirmation.

## **18. HIERARCHY**

- 18.1. In the event of a contradiction between the clauses of this Data Processing Agreement and the provisions of related agreements entered into between the Parties on the same subject matter, the clauses of this Data Processing Agreement shall prevail.

## ANNEX I: DETAILS OF THE PROCESSING

Subject Matter	Details
Business purpose:	To provide the Services pursuant to the Agreement.
Duration of the Processing:	For the duration of the Agreement.
Categories of Data Subjects:	Customers of the Company and/or Authorised Entities (as applicable).
Types of Personal Data:	Tracking links generated to identify users that visit the Property Site(s) via an affiliate; customer ID; username; registration data and deposit information required where a threshold applies.
Plan for return or destruction:	Upon expiry or termination of the Agreement.
Sub-Processor/s:	Affiliate is to advise of any sub-processors that may be involved in providing the Service in advance.

## ANNEX II – SECURITY MEASURES

The Processor shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR. In particular but without limitation, the Processor shall implement the following security measures:

- *Measures of pseudonymisation and encryption of personal data;*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;*
- *Measures for user identification and authorisation;*
- *Measures for the protection of data during transmission;*
- *Measures for the protection of data during storage;*
- *Measures for ensuring physical security of locations at which personal data are processed;*
- *Measures for ensuring events logging;*
- *Measures for ensuring system configuration, including default configuration;*
- *Measures for internal IT and IT security governance and management;*
- *Measures for certification/assurance of processes and products;*
- *Measures for ensuring data minimisation;*
- *Measures for ensuring data quality;*
- *Measures for ensuring limited data retention;*
- *Measures for ensuring accountability; and*
- *Measures for allowing data portability and ensuring erasure.*

The Controller reserves the right to request further information on the adoption of such security measures to verify compliance with this Annex II.

### **ANNEX III – STANDARD CONTRACTUAL CLAUSES**

With reference to Appendix I (Data Processing Agreement), the transfer between the Data Controller and Data Processor located outside the European Union, European Economic Area and/or an Adequate Country will be subject to the Standard Contractual Clauses published by the European Commission on 4th June 2022 (EU SCCs), which are deemed incorporated into and form a part of the Data Processing Agreement, as follows:

In relation to transfers of Personal Data protected by the EU GDPR, the EU SCCs will apply, completed as follows:

- 1) Module Two will apply;
- 2) in Clause 7, the optional docking clause will not apply;
- 3) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-
- 4) processor shall be of twenty (20) days;
- 5) in Clause 11, the option will not apply;
- 6) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by Irish law
- 7) where the law of the EU Member State in which the data exporter is established
- 8) does not allow for third party beneficiary rights;
- 9) in Clause 18(b), disputes will be resolved by the courts of the jurisdiction stated
- 10) in the ComeOn Connect Terms;
- 11) Annex I of the EU SCCs is deemed completed with the information set out in
- 12) Annex I to the Data Processing Agreement and the competent supervisory
- 13) authority will be determined in accordance with the EU GDPR and Clause 13 of
- 14) the EU SCCs;
- 15) Annex II of the EU SCCs is deemed completed with the information set out in
- 16) Annex II to this Data Processing Agreement;
- 17) Annex III of the EU SCCs is deemed completed with the information set out in
- 18) Annex I to the Data Processing Agreement.

# COMEON CONNECT

## POLAND TERMS AND CONDITIONS

### 1. PURPOSE OF THE AFFILIATE PROGRAM

- 1.1. This Agreement sets out the complete terms and conditions between Cherry Online Polska Sp. z.o.o., with company registration number KRS 0000678163 and whose principal place of business is situated at Gedymina 30, 04-120 Warsaw, Poland (the “**Company**”), and the individual or entity stated in the Affiliate Sign Up Form, hence yourself and/or the company you represent (as applicable) (“**You**”), for Your participation in the ComeOn Connect affiliate program located at [www.comeonconnect.com](http://www.comeonconnect.com) (the “**Affiliate Program**”).
- 1.2. The Company conducts its business activity of organizing mutual wagers through the internet based on a Decision no. PS4.6831.26.2017 issued by the Minister of Finance (“**Minister of Finance**”) dated 28 June 2018 and in accordance with the Gambling Act (as defined hereunder). The Company further represents that it possesses all necessary and legally required permissions, permits, licenses and authorizations to conduct such activity.
- 1.3. This Agreement specifically takes into consideration the provisions of:
  - 1.3.1. the Act on Games of Chance of 19 November 2009 (Journal of Laws 2019, item 847, as amended), hereinafter referred to as the “**Gambling Act**”; and
  - 1.3.2. the Civil Code Act of 23 April 1964, as amended (Journal of Laws 2019, item 1145, as amended).
- 1.4. You are allowed only one affiliate account on the Affiliate Program. Any exceptions to this clause 1.4 must be approved in writing by the Company. The Company reserves the right to approve or deny any such request at its sole discretion.
- 1.5. You acknowledge that the Company and the Group Companies reserve the right to make requests pursuant to this Agreement, and Your participation in the Affiliate Program is contingent upon your compliance with such requests, as further specified in this Agreement.
- 1.6. It is important that You read and understand this Agreement. By completing the Affiliate Sign Up Form, and thereafter receiving formal approval thereof by the Company, You are agreeing to be bound by the terms and conditions of this Agreement. The Company's approval and Your continued participation in the Affiliate Program remain subject to the Company's sole discretion. If You do not agree with the duties and obligations stipulated in these terms and conditions, You should discontinue Your application.
- 1.7. This Agreement pertains exclusively to the services You may provide under the Affiliate Program, limited to the Approved Jurisdiction, and in connection with the Brand(s). This Agreement replaces all previous terms and conditions related to this Affiliate Program and supersedes and replaces any and all prior agreements and understandings, both oral and written, between the You and the Company relating to the Affiliate Program.
- 1.8. If You have any queries or questions in relation to this Agreement or wish to notify the Company of any matter related hereto, You may contact us on [connect@comeonconnect.com](mailto:connect@comeonconnect.com).

### 2. INTERPRETATIONS

- 2.1. In this Agreement, the following expressions shall have the following meanings:

<b>Administrative Fee</b>	means and includes, <i>inter alia</i> , jackpot contribution, game licenses, game royalties, finance fees and applicable taxes.
<b>Affiliate Payment</b>	means any Reward, One Time Payment and/or Sub-Affiliate Commission that may be due to You pursuant to this Agreement.
<b>Affiliate Sign Up Form</b>	means the application You submitted with the Company to join the Affiliate Program.
<b>Affiliate Site(s)</b>	means Your website(s) located at the web address(es) provided to the Company in Your Affiliate Sign Up Form, or subsequently changed from time to time and notified to the Company via the Affiliate Program portal.
<b>Agreement</b>	means these Poland Terms and Conditions, Appendix I, and any annexes or schedules attached or incorporated by reference therein.
<b>Approved Jurisdiction</b>	means Poland.
<b>Brand(s)</b>	means, in the context of this Agreement, any and all brand(s) (thereby including any tradenames and/or trademarks, whether duly registered with applicable intellectual property offices or otherwise) which the Authorised Entities may operate at any time pursuant to its licence(s) issued by the Minister of Finance and as communicated to You from time to time.
<b>Business Day</b>	means any day (excluding Saturdays and Sundays) which is not an official public holiday in Poland.
<b>Calendar Month</b>	means in respect of any month in a Calendar Year, a period commencing on the first (1 <sup>st</sup> ) day of such month and ending on the last day of the same month.
<b>Calendar Year</b>	means each successive period of twelve (12) months commencing on the first (1 <sup>st</sup> ) of January and ending on the (31 <sup>st</sup> ) of December.
<b>Commencement Date</b>	means the date on which the Company formally confirms that Your Affiliate Sign Up Form, and thereafter application to join the Affiliate Program, has been accepted.
<b>Confidential Information</b>	means all information in any form relating to a Party (and any Group Company, in the case of the Company) (the “ <b>Disclosing Party</b> ”) that is directly or indirectly disclosed to the other Party (the “ <b>Receiving Party</b> ”), (including any personal data and/or customer data), by the Disclosing Party, and/or any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date.
<b>CPA Payment</b>	means the CPA payments that may accrue to You pursuant to this Agreement, as further described in clause 8.4.
<b>Customer(s)</b>	means a natural person who cumulatively: <ul style="list-style-type: none"> <li>(i) satisfies the minimum registration criteria applicable to natural persons that are eligible to make use of Authorised Entities’ services pursuant to its license issued by the Minister of Finance;</li> <li>(ii) originates from a Tracking Link or other method acknowledged and pre-approved by the Company; and</li> </ul>

(iii) registers and maintains a valid player account with the Property Site(s).

<b><i>Good Industry Practice</i></b>	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.
<b><i>Group Company</i></b>	means any corporate entity which is as holding, subsidiary, affiliate and/or related entity of the Company.
<b><i>High Roller Policy</i></b>	means the policy, as detailed in clause 9, pertaining to Negative Commissionable Revenue generated in any given Calendar Month by any Customer(s) who the Company, in its sole discretion, determines to be High Rollers (as defined hereunder).
<b><i>Hybrid Payment</i></b>	means the hybrid payments that may accrue to You pursuant to this Agreement, as further described in clause 8.5.
<b><i>Immediate Family</i></b>	means Your spouse, partner, parent, child or sibling.
<b><i>IPR</i></b>	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, e-mail 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.
<b><i>Negative Commissionable Revenue</i></b>	means revenue generated from Customers that falls below the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 8.3 or 8.5 (as applicable).
<b><i>Net Casino Winnings</i></b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a casino product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.
<b><i>Net Commissionable Revenue</i></b>	means the sum of the Positive Commissionable Revenue less Negative Commissionable Revenue generated by Customers in a Calendar Month.
<b><i>Net Sports Winnings</i></b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a sports product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad

debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.

***New Active Customer*** means a Customer who, within one (1) Calendar Year from Your referral to the Property Site(s) meets the following criteria, unless otherwise determined at the discretion of the Company:

(i) has made at least one deposit of the value agreed to between You and the Company via the Affiliate Program; and

(ii) has subsequently wagered on the Property Site(s) a minimum of one Euro (€1.00) from their total real money deposits (bonus money is therefore excluded).

***One Time Payment*** means any one-time commission payment per New Active Customer payable to You under clause 8.4.1.

***Positive Commissionable Revenue*** means revenue generated from Customers that meets the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 8.3 or 8.5 (as applicable).

***Party*** means You or the Company (as applicable).

***Parties*** means You and the Company jointly.

***Property Site(s)*** means, in the context of this Agreement, any and all websites which the Authorised Entities may operate at any time pursuant to its licence(s) issued by the Minister of Finance and, as communicated to You from time to time.

***Revenue Share Payment*** means the revenue share payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 8.3.

***Sub Affiliate Payment*** means the sub-affiliate payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 10.

***Tracking Code*** means codes downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).

***Tracking Links*** means hypertext links (either as a banner or text link) downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).

2.2. In this Agreement (except where the context requires otherwise) the following shall apply:

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

2.2.2. the singular includes the plural and vice versa; and

2.2.3. reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

### **3. PROVISION OF LICENCE**

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

### **4. AFFILIATE OBLIGATIONS**

4.1. You warrant and undertake that during the term of this Agreement, You will not, as principal or otherwise:

- 4.1.1. display the Tracking Links other than on the Affiliate Site(s);
- 4.1.2. display the Tracking Links and/or Tracking Code in any media without the Company's prior written approval;
- 4.1.3. display data from the Tracking Links and/or Tracking Code via any electronically accessible medium other than the Affiliate Site(s) without the express written consent of the Company;
- 4.1.4. do anything that would cause the Company to believe that a New Active Customer has clicked through the Tracking Links to register an account with the Property Site when that is not the case, sometimes known as 'cookie stuffing';
- 4.1.5. place the Tracking Links on any part of the Affiliate Site(s) which are aimed at individuals under eighteen (18) years of age;
- 4.1.6. use the Tracking Links or Tracking Code in a way which proves, or is likely to prove detrimental to the Company, Authorised Entities, and/or any Group Company, for example by purposefully hiding referral URLs for Customers or New Active Customers (as applicable) referred to the Property Site;
- 4.1.7. directly or indirectly offer any other potential affiliate or Sub-Affiliate (as defined hereunder) any incentive (including payment of money or other benefits) to use the Tracking Links or Tracking Code;
- 4.1.8. assert the invalidity, enforceability, or seek to contest or challenge the ownership and/or the validity of IPR belonging to the Company, Authorised Entities and/or any Group Company, whether in relation to the Affiliate Program or otherwise, in any action or proceeding of whatever kind or nature, or take any action which may prejudice the relevant aforementioned owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill;
- 4.1.9. edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of the Company, Authorised Entities and/or any Group Company;
- 4.1.10. encourage or assist any other affiliate to breach any terms and conditions agreed to when opening an account to participate in the Company's Affiliate Program;
- 4.1.11. engage in behaviour which, in the Company's sole reasonable opinion breaches the terms of the Affiliate Program or abuses the spirit of a promotion, competition, tournament or offer operated by Authorised Entities and/or any Group Company, and will not encourage or assist any other third party to do so; and/or

- 4.1.12. utilise any website having a domain name that contains the Brand(s) and/or their variations or misspellings, without the Company's permission, whether by way of linking, redirecting traffic or otherwise, and shall not allow any third party that is reasonably connected with it (whether as Immediate Family or otherwise) to do so.
- 4.2. You further warrant and undertake that during the term of this Agreement, You will:
  - 4.2.1. at all times, conduct Yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;
  - 4.2.2. continuously comply with the Affiliate Program's security guidelines and requirements as may be issued by the Company from time to time, whether in writing or otherwise;
  - 4.2.3. keep confidential, and not allow anyone else to use Your login and password details for access to the Affiliate Program portal;
  - 4.2.4. use best endeavours to display the Tracking Links and Tracking Code on the Affiliate Site(s) without interruption for the duration of this Agreement;
  - 4.2.5. incorporate, and prominently and continually display the most Tracking Links provided by the Company on all pages of the Affiliate Site in a manner and location agreed by the Company. You shall not alter the form, location or operation of the Tracking Links without the Company's prior written consent;
  - 4.2.6. immediately on request by the Company, change the address of the Affiliate Site(s);
  - 4.2.7. ensure that the Affiliate Site(s) does not contain, and shall not link in any manner whatsoever to any material which is, or may be reasonably be considered as defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights;
  - 4.2.8. ensure that all Your communications relating to the Company, Authorised Entities, and/or any Group Company, and their respective products and/or services (including, for the avoidance of doubt the aforementioned entities' IPRs), and whether in relation to the Affiliate Program, the Property Site or otherwise (as applicable), make it clear that such communications are sent by and on Your behalf (and not from or on behalf of the Company, Authorised Entities and/or any Group Company); and
  - 4.2.9. upon request from the Company, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.
- 4.3. The approved appearance and syntax of the hypertext transfer link of the Tracking Links constitute the only authorised and permitted representation of the Property Site(s). You may only use banners retrieved from the Affiliate Program back office and You may not alter their appearance.
- 4.4. You are prohibited from using PPC (pay-per-click), sponsored links, search engine keywords, AdWords or similar promotions that incorporate keywords, including broad match, phrase match, exact match, or any other match types, that are identical or similar to any of the Brand(s) and/or any trademarks and/or trade names operated by the Company and/or any Group Company, regardless of their current status or registration in any jurisdiction or use any variations or misspellings thereof. This applies but is not limited to the following:

Casinostugan; Comeon; Cherry Casino; Ding! Casino; Galaksino; GetLucky; Hajper; LylloCasino; Mobilebet; Mobilautomaten; Mobilespin; Nopeampi; Pzbuk; Sagakingdom; Snabbare; Sunmaker; Suomikasino; MAKR (the “**Prohibited Keywords**”).

- 4.5. Furthermore, You are strictly prohibited from combining the Prohibited Keywords, with any of the following terms or their synonyms, or local language variations: ‘Casino’, ‘Poker’, ‘Sport’, ‘Bonus’, ‘Free’, ‘Offer(s)’, ‘Promotion(s)’, ‘Betting’, ‘Gambling’, ‘Game(s)’, ‘Slot(s)’, ‘Pokies’, ‘Voucher(s)’, ‘Bonus Code’, ‘Deposit’, ‘Payment’, and/or ‘Free Spin(s)’.
- 4.6. You are also required to use the Prohibited Keywords as negative keywords in all online paid advertising (PPC, CPC, etc.).
- 4.7. You agree that You shall not engage in spamming and must practice “Netiquette” at all times. This includes any attempt to spam the Company and/or the Authorised Entities through the chat functionality in the Property Site’s chat facility. Any unsolicited, unexpected or unwanted SMS sent by You aimed at extorting valuables, misleading recipients, or originating from someone the recipient has not specifically authorized to have their mobile number constitutes spam. You are prohibited from sending SMS messages referencing the Company, Authorised Entities, any Group Company, and/or the aforementioned entities’ IPRs and/or the Property Site, without the explicit consent of the Company. Once such consent has been granted by the Company, SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning that the recipient has consented to receive SMS messages from You and is given the option to opt-out with each SMS message. Additionally, all email marketing must also comply with commonly accepted opt-in rules, meaning the user has consented to receive emails from You and is given the option to opt-out with each email.
- 4.8. You are not entitled to earn Affiliate Payments from Customers generated in bad faith or from unauthorized advertising or promotion (including but not limited to Customers generated in breach of clause 4.7 above), regardless of whether or not it actually causes the Property Site(s) damage. Additionally, You are prohibited from incentivizing, promoting or suggesting methods such as sports betting arbitrage, sure betting, safe betting, casino systems or any similar strategies. If, at its sole discretion, the Company determines that You have acted in breach of this clause 4.8 (regardless of whether You had knowledge of the same), it reserves the right to terminate this Agreement immediately, in line with clause 16.2 and any Affiliate Payment due to You under this Agreement shall be forfeited.
- 4.9. In efforts to uphold the integrity of the Property Site(s), if the Company (at its sole discretion) determines that Affiliate Site(s) contain sufficiently similar content to the Property Site, thereby posing a risk to the Company, Authorised Entities, any Group Company, the Affiliate Program, and/or the Property Site, You shall be required to promptly and without delay (but in no case no later than five (5) Business Days upon request by the Company) remove all suspected and/or identified plagiarized content. An Affiliate Site will be deemed to contain enough similar content to jeopardize a Property Site in any search engine if as little as fifteen percent (15%) of the content is copied. Failure to update or remove the suspected and/or identified plagiarized content within the timeline stipulated above, will result in the suspension of Your affiliate account and any and all Affiliate Payments due to You under this Agreement, pending review of the situation by the Company. The final decision rests solely with the Company.
- 4.10. You further agree that:
  - 4.10.1. You and/or Your Immediate Family may not become Customers, and You shall not be entitled to any payment under this Agreement in relation to such persons;

- 4.10.2. the Company may monitor the Affiliate Site to ensure You are complying with the terms of this Agreement;
- 4.10.3. You will provide the Company with all data and information to enable the Company to perform such monitoring at no cost to the Company;
- 4.10.4. the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and
- 4.10.5. the Agreement transfers no rights whatsoever (whether of ownership or otherwise) to You in relation to any Customer data, and accordingly, You agree and acknowledge that any and all Customer data that may be accessible by the Affiliate during the term of this Agreement is, and shall remain, the exclusive property of the Customer, the Company, Authorised Entities, and/or any Group Company (as applicable).

## **5. ADVERTISING REQUIREMENTS FOR AFFILIATES APPROVED TO OFFER SERVICES IN POLAND**

- 5.1. You represent that You are authorized to operate the Affiliate Site at the domain address specified by You, including all derivative media which You will use pursuant the Affiliate Program and this Agreement. You also represent that You have familiarized Yourself with Articles 29-29b of the Gambling Act and undertake to adhere to the restrictions with respect to advertising of betting and the ban on promoting betting as stipulated therein.
- 5.2. You agree to disclose sponsorship by the Company, for example, by placing banners containing solely the Company's name or identifier paired with a 'sponsor' or 'service sponsor' label, or other mutually agreed upon graphics, containing appropriate annotations as stipulated by relevant regulations, specifically on the home page of the Affiliate Site, as well as within derivative internet accounts and media.
- 5.3. You understand and agree that all advertising content (text, image, sound, moving images) on the Affiliate Site must be clearly marked as such. You undertake to display an easily perceptible notice on the Affiliate Site indicating that you will receive remuneration if a Customer registers with a Property Site. The notice must be displayed long enough for an average user to fully comprehend the information.
- 5.4. All advertising content containing the Company's trademarks must be approved by the Company via email before publication. The content, form, method, and timing of publication, along with the final drafts of such advertising content must also be approved by the Company and shall comply with the regulations set forth in the Gambling Act. The final drafts of such advertising content shall be delivered by You via e-mail to the address pzbuk.pl within fourteen (14) calendar days of receipt of the first drafts. You undertake to protect the Company's good name and present its image appropriately.
- 5.5. You undertake to delete any publication related to the Company immediately upon the Company's request, even if such publication was agreed upon between the Parties prior to publication and regardless of the reason for such request.
- 5.6. You agree to publish informational banners containing the Company's trademarks or graphic symbols and other markings related to them, as well as the name and logos of the Company, and the Tracking Link leading to the Property Site or to different websites specified by the Company in the case of individual campaigns.
- 5.7. You warrant and represent that all information disseminated shall:
  - 5.7.1. not target minors, present minors, nor involve minors in any way;

- 5.7.2. not associate organization of, or participation in games of chance with fitness, attractiveness, intellectual prowess or the chance to get an easy reward;
  - 5.7.3. not include statements that participation in gambling has relaxing or calming effects, nor that it is a method of resolving personal or financial problems;
  - 5.7.4. not present abstaining from gambling or moderate participation in games of chance in a negative light;
  - 5.7.5. not encourage larger bets as a means to increase the chance of winning; or
  - 5.7.6. not evoke associations with sexual attractiveness, relaxation and leisure, studying and work, or professional, personal or financial success.
- 5.8. All activities must be directed exclusively to persons over eighteen (18) years of age.
- 5.9. Any marketing material published shall include a notice which reads as follows:

*“Cherry Online Polska sp. z o.o. operates on the basis of a permission no. PS4.6831.26.2017 issued by the Minister of Finance. Gambling involves risk. Participation in illegal games of chance is a criminal offense.”*

In the event that a regulation governing specific terms, contents, methods and principles of giving the notice mentioned above comes into force, the Parties shall agree via e-mail upon the contents, method and principles of providing the notice in compliance with the new regulation.

- 5.10. You shall provide to the Company up-to-date tax residence certificates, valid for twelve (12) months from the day of issuance. You shall be obliged to update the certificate once the certificate previously provided to the Company has expired. Should You fail to provide an up-to-date tax residence certificate, any Affiliate Payment payable to You under this Agreement may be reduced by income tax, in accordance with Polish tax regulations.
- 5.11. You shall be fully liable for all actions in breach of the Agreement, any related agreements and arrangements with the Company, or the Gambling Act.
- 5.12. The Parties hereby warrant and represent that:
- 5.12.1. they are familiar with the contents of the Gambling Act and therefore neither Party shall undertake any actions intended to result in illegal advertising or promoting of mutual wagers organized by the Company in Poland in the course of performance hereof;
  - 5.12.2. in the course of performing this Agreement, they will act in compliance with all applicable laws and specifically with the provisions of the Gambling Act with respect to advertising, promoting and sponsoring mutual wagers, and all restrictions stipulated by the Gambling Act;
  - 5.12.3. they will mutually undertake to respect and acknowledge each other’s interests and inform each other of all circumstances which may be relevant to the performance of this Agreement. You undertake to protect the Company’s good name and fulfil its obligations under this Agreement in a due manner and in accordance with Good Industry Practice; and
  - 5.12.4. they will refrain from any actions which could potentially harm the other Party’s reputation during the term of this Agreement.

5.13. The Parties shall appoint their representatives for the purpose of coordinating and supervising the performance of this Agreement and inform the other Party about their appointed representatives via e-mail. A change of representatives tasked with coordinating and supervising the performance hereof shall not constitute an amendment to this Agreement. Such changes shall require notifying the other Party by e-mail to be effective and they shall come into effect on the day of receipt of such a notification by the other Party.

## 6. WARRANTIES

6.1. You warrant that:

6.1.1. You have full capacity and authority to enter into this Agreement (and related Affiliate Program) and any other documents executed by You that may be associated with this Agreement and/or the Affiliate Program;

6.1.2. You are over eighteen (18) years of age;

6.1.3. You will, within thirty (30) days upon request by the Company from time to time and at its sole discretion, provide copies of identification documents, proof of billing address, certificate of good conduct, and any other documents as may be requested;

6.1.4. all the information You provided in the Affiliate Sign Up Form is correct, and You will notify the Company promptly of any changes;

6.1.5. You are not, and have never been engaged in any activity, practice or conduct which would constitute an offence (whether criminal or otherwise);

6.1.6. You have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings;

6.1.7. You have obtained, and will maintain in force, all necessary registrations, authorisations, consents and licences to enable You to fulfil Your obligations under this Agreement and participate in the Affiliate Program;

6.1.8. You are not located in, incorporated in, or a resident or national of any jurisdiction subject to international sanctions, trade restrictions, or identified as presenting a high risk of financial crime, including but not limited to money laundering or terrorist financing. You further confirm that you are not, and will not during the term of this Agreement, engage in any activity or business dealings that could expose the Company and/or any Group Company to legal, financial, or reputational risk, including any dealings connected to unlawful, unethical, or sanctioned activities.

6.1.9. You will fully comply with all applicable laws and regulations (including but not limited to anti-money laundering (AML) laws, counter-terrorist financing (CFT) laws, anti-bribery and anti-corruption laws); and

6.1.10. You will fully comply with any applicable advertising codes.

6.2. You agree to immediately notify the Company if your status or location changes in a way that could affect your compliance with the above warranties.

6.3. The Company makes no representation that any of its products and/or services, and/or those provided by Authorised Entities and/or 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.

- 6.4. You acknowledge and agree that except as otherwise expressly provided in this Agreement, the Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company, Authorised Entities and/or Group Company products and/or services are provided “**AS IS**” without warranties of any kind (express or implied).
- 6.5. 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 Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company, Authorised Entities and/or Group Company products and/or services are hereby excluded.

## 7. **AFFILIATE ACTIVITY**

- 7.1. You are required to maintain an active affiliate account (“**Active Affiliate Account**”). For Your affiliate account to be classified and an Active Affiliate Account, You must:
- 7.1.1. refer to the Affiliate Program a minimum of six (6) New Active Customers in each and every three (3) Calendar Month rolling period; and
- 7.1.2. maintain an active Affiliate Site with the latest supplied banners and/or promotions promoting the Brand(s).

## 8. **PAYMENT ENTITLEMENT**

- 8.1. In consideration of You maintaining an Active Affiliate Account You will be entitled to payment on the terms of this clause 8.
- 8.2. You will be able to indicate your initial preferred Affiliate Payment option in the Affiliate Sign Up Form. The chosen option will be confirmed by the Company once Your application is approved.

### 8.3. **REVENUE SHARE PAYMENT**

- 8.3.1. If You select a Revenue Share Payment option, the Company shall pay You on a monthly basis and in respect of each Customer: (i) the agreed percentage of Net Casino Winnings and/or (ii) the agreed percentage of Net Sports Winnings (as and if applicable), as agreed to between You and the Company via the Affiliate Program portal, (the “**Reward**”).
- 8.3.2. In the event of no explicit agreement between You and the Company, the default Reward plan shall be as follows:

<b>NET CASINO WINNINGS</b>	<b>REWARD</b>
€ 0 – € 10,000	25%
€ 10,001 – € 20,000	30%
€ 20,001 – € 30,000	35%
€ 30,001 – € 50,000	40%
€ 50,001 +	45%

<b>NET SPORTS WINNINGS</b>	<b>REWARD</b>
€ 0 – € 10,000	20%
€ 10,001 – € 20,000	25%
€ 20,001 – € 30,000	30%
€ 30,001 +	35%

8.3.3. You shall be entitled to a Reward:

8.3.3.1. for as long as a Customer maintains an account with the Property Site; and

8.3.3.2. the duration of the Term of this Agreement.

#### 8.4. CPA PAYMENT

8.4.1. If You select a CPA Payment option, the Company shall pay You a Commission (as agreed to between You and the Company via the Affiliate Program portal) per New Active Customer.

#### 8.5. HYBRID PAYMENT

8.5.1. If You select a Hybrid Payment option, the Company shall pay You:

8.5.1.1. any applicable Reward payable pursuant to the Revenue Share Payment terms as outlined in clause 8.3 above; and

8.5.1.2. any applicable Commission payable pursuant to the CPA Payment terms as outlined in clause 8.4 above.

#### 8.6. GENERAL PAYMENT TERMS

8.6.1. The Company may withdraw any of the payment options pursuant to clauses 8.3, 8.4, 8.5, and/or 10 at any time by giving notice to You. If applicable, You may then be required to select another Affiliate Payment option via the Affiliate Program portal.

8.6.2. In the event that modifications are required to Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as applicable), the Company shall notify You and discuss the required changes. Notwithstanding these discussions, the Company reserves the right to implement any such required changes, which will take effect twenty-four (24) hours after Your notification. The Company's decision in this matter will be final, and no further correspondence shall be entered into.

8.6.3. The Company (at its sole discretion), also reserves the right to (i) modify and/or reduce Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as applicable), and/or (ii) terminate this Agreement with immediate effect and no further liability pursuant to clause 16.2:

8.6.3.1. if You (in Company's sole opinion) reduce your efforts to promote the Brand(s) in the Approved Jurisdiction;

8.6.3.2. if You do not log-in to Your Active Affiliate Account a minimum of one (1) time within any three (3) consecutive Calendar Months;

- 8.6.3.3. if the Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal (as applicable) pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as agreed to between You and the Company) results in a financial loss to the Company;
- 8.6.3.4. if You fail to maintain an Active Affiliate Account in accordance with clause 7 above;
- 8.6.3.5. if the Company determines (at its sole discretion) that You are participating in the Affiliate Program to benefit by referring Customers who the Company deems not legitimately interested in the Company's products or services or who do not match a similar average value to the Company's existing customers; and/or
- 8.6.3.6. in the event of any legal and/or regulatory changes in the Approved Jurisdiction making it necessary for the Company to avail of this clause 8.6.3.

8.6.4. In the event that a Customer:

- 8.6.4.1. has been introduced in breach of any terms of this Agreement;
- 8.6.4.2. makes an initial deposit which is subject to a chargeback, or which is reversed for any other reason;
- 8.6.4.3. uses Your Tracking Code or that of a member of Your Immediate Family (or the code relating to any similar or replacement customer referral scheme to the Affiliate Program) when signing up for an account;
- 8.6.4.4. fails any identity or credit checks carried out by the Company or on the Company's behalf;
- 8.6.4.5. is located in a territory which is not the Approved Jurisdiction; or
- 8.6.4.6. has their account closed within twenty-five (25) Business Days of the account opening (for any of the reasons above);

You will not be entitled to receive an Affiliate Payment in respect of such Customer. The Company is obliged to communicate this promptly and You can request evidence if applicable. In the event that any such payment has already been made to You in respect of such Customer, You will promptly repay the amount paid on receiving 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.

- 8.6.5. You will be able to review statements showing the number of Customers introduced by You via the Tracking Links or using the Tracking Code and Affiliate Payments (if any) which have accrued over the course of the Calendar Month. Such statements are for information purposes only. The Company will endeavour to ensure that such statements are updated daily but is under no obligation to do so.
- 8.6.6. The Company shall endeavour to inform You by the fifth (5<sup>th</sup>) Business Day of the Calendar Month of the amount generated by means of Your selected Affiliate Payment option (if any), for the preceding Calendar Month (the "**Amount Due**").
- 8.6.7. In the event that You generate Negative Commissionable Revenue, the Company will not carry forward or set off such Negative Commissionable Revenue against Positive Commissionable Revenue Due for future months which would otherwise be payable to You. If the Amount Due for a particular Calendar Month does not exceed fifty Euro (€50.00) (the "**Minimum Monthly Amount**"), the Company is entitled to withhold and carry forward such amount to the end of

the ensuing Calendar Month(s) in which the Amount Due (including any sums carried forward in this way) exceeds fifty Euro (€50.00), at which time payment shall be made in accordance with this clause 8.

8.6.8. All Affiliate Payments made to You by the Company under this Agreement:

8.6.8.1. are deemed exclusive of any VAT or other tax payable;

8.6.8.2. will be paid in Euro;

8.6.8.3. will be made on a monthly basis in arrears, approximately between the fifteenth (15th) and the end of each month for the Amount Due for the preceding Calendar Month.

8.6.9. You are responsible for providing the correct payment details.

8.6.10. You must promptly notify the Company in writing of any errors related to an Affiliate Payment made to You. If You do not notify the Company of any such error within six (6) months after the Affiliate Payment has been made, the Company will not be obligated to make any retroactive adjustments to such already executed Affiliate Payments.

8.6.11. If there is a pending Affiliate Payment due to You for a period of six (6) Calendar Months or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details, such Affiliate Payment will be cancelled. In such an event, You shall forfeit any entitlement to receive said Affiliate Payment, and the Company shall bear no further liability in relation to the cancelled Affiliate Payment.

## 9. **HIGH ROLLER POLICY**

9.1. The following High Roller Policy, as detailed in this clause 9, shall apply when Negative Commissionable Revenue is generated in any given Calendar Month by any High Rollers (as defined hereunder).

9.2. If in any given Calendar Month:

9.2.1. a Customer generates Negative Commissionable Revenue of at least fifty thousand Euro (€50,000.00) after tax; and

9.2.2. the Net Commissionable Revenue in that Calendar Month (for each Brand, as applicable) for You is negative;

then such Customer shall be deemed to be a high roller ("**High Roller**").

9.3. If both criteria under clause 9.2 are met, then the Negative Commissionable Revenue generated by the High Roller will be carried forward and offset against future Positive Commissionable Revenue generated by that High Roller in subsequent months until such Negative Commissionable Revenue is cleared.

9.4. Any Negative Commissionable Revenue carried forward cannot be set-off against other Customers' Positive Commissionable Revenue.

9.5. The Negative Commissionable Revenue generated by the High Roller will be isolated and will not affect the Reward due to You for other Customers during that given Calendar Month.

9.6. If, within (6) months from the event resulting in a High Roller being determined as such, the Negative Commissionable Revenue generated by that High Roller is completely set off against the Positive

Commissionable Revenue generated by that High Roller, such High Roller will no longer be classified as such and shall rejoin the pool of Customers for which a Reward may be generated.

- 9.7. If, after the lapse of the period referred to in clause 9.6 above, the Negative Commissionable Revenue generated by that High Roller is not set off in accordance with clause 9.6, any future Positive Commissionable Revenue and/or Negative Commissionable Revenue that may be generated by that High Roller shall no longer be taken into consideration, and that High Roller shall be excluded from the pool of Customers for which You are eligible to generate a Reward indefinitely thereafter.

## **10. SUB-AFFILIATES**

- 10.1. Where a new affiliate registers for the Affiliate Program for the first time via the Tracking Links (a “**Sub-Affiliate**”) You may also be entitled to a payment equivalent to the percentage notified to You via the Affiliate Program Portal, of any payments made to such Sub-Affiliate under its affiliate agreement with the Company (“**Sub-Affiliate Commission**”).
- 10.2. Sub-Affiliates may not be directly or indirectly owned or controlled by You or Your Immediate Family and You shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.
- 10.3. In the event that any payment to a Sub-Affiliate is reclaimed under the terms of its agreement with the Company, or Sub-Affiliate Commission is generated by You in breach of clause 10.2 above, You will promptly repay the amount generated as a Sub-Affiliate Commission on receiving notice from the Company. The Company will be entitled to set-off any amount owed as a result against future Affiliate Payments under this Agreement.
- 10.4. All Sub-Affiliate Commission payments due to You under this clause 10 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.
- 10.5. The Company may, at its sole discretion, change the percentage of the Sub-Affiliate Commission due under clause 10.1 above in respect of any future Sub-Affiliates You refer to the Affiliate Program at any time, by giving notice to You.
- 10.6. Payments under this clause 10 will be made in accordance with clause 8.6 and subject clause 9 above.

## **11. INTELLECTUAL PROPERTY**

- 11.1. You acknowledge that all IPR in the Brand(s), Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services provided by the Company, Authorised Entities and/or any Group Company (“**Company IPR**”) belong and shall belong to the Company, Authorised Entities and/or the COE Group Companies (as applicable). You shall have no rights in or to the aforementioned Company IPR, Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services other than as provided for exclusively in this Agreement. All IPR in any third-party materials shall belong to the third-party owner thereof.
- 11.2. Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any IPR and/or data that is not owned by the Company, Authorised Entities and/or the COE Group Companies (as applicable). In the event that You require access to any such IPR and/or data, You agree that You will give the Company an opportunity to secure rights to the same and (if it becomes necessary to do so) You will pay the costs of securing a licence to the same from the relevant third-party IPR and/or data owner or else, either Party may terminate this Agreement immediately.
- 11.3. 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 IPR which may affect the supply or use of the Tracking Links.

11.4. You shall not assert the invalidity, unenforceability, or contest the ownership of any Company IPR in any action or proceeding of any kind and shall not take any action which may prejudice the relevant owner's rights thereto, render them generic, or otherwise weaken their validity or diminish their associated goodwill.

11.5. If the Company discovers that You have breached this Agreement and referred Customers by inappropriate usage of the relevant Company, Authorised Entities and/or any Group Company IPR (without the aforementioned entities' prior approval), the Company, at its sole and absolute discretion, reserves and retains the right to take various actions, including but not limited to, withholding and forfeiting of Affiliate Payments and/or immediately and unilaterally terminating this Agreement in line with clause 16.2.

## **12. DATA PROTECTION**

12.1. You acknowledge that the security of the Affiliate Program, its data and its systems is fundamental to the business of the Company.

12.2. If You become aware of a breach or potential breach of security relating to the Tracking Links, You shall immediately notify the Company of any such breach or potential breach and You shall use Your best endeavours to (i) ensure that any potential breach does not become an actual breach and/or (ii) to remedy any actual breach and its consequences.

12.3. You warrant that You will at all times comply with the provisions of the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent European Union legislation in relation to the protection of personal data and any similar or equivalent legislation in any other relevant jurisdiction, which is applicable to the Affiliate Site and Your activities. Additionally, You shall comply with Your obligations under Appendix I.

## **13. CONFIDENTIAL INFORMATION**

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 shall either Party 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.

13.2. This obligation will not apply to any Confidential Information that:

13.2.1. has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

13.2.2. is obtained from a third-party without breach of this clause or any other duty of confidence;

13.2.3. has been disclosed to a Party by a third-party, other than a Group Company not in breach of any duty of confidence;

13.2.4. is trivial or obvious;

13.2.5. 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

13.2.6. is in the possession of the Party at the time the Confidential Information was disclosed to it by the other Party or which is independently developed without reference to any Confidential Information of the other Party.

13.3. Each Party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and in the case of the Company, to Authorised Entities and/or to any Group Company (and their respective directors, other officers, employees, advisers and sub-contractors) 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.

13.4. On termination of this Agreement for whatever reason, each Party shall (on request) deliver 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, Authorised Entities and/or any Group Company.

13.5. 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.

#### **14. INDEMNITIES**

14.1. You will indemnify and hold harmless the Company, Authorised Entities and/or any Group 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, Authorised Entities and/or any Group Company in consequence of any breach by You of your obligations under this Agreement.

#### **15. LIMITATIONS ON LIABILITY**

15.1. 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 sub-contractors) to you whether in contract, tort, statute, equity or otherwise.

15.2. The Company, Authorised Entities and/or the COE Group Companies shall not be liable to You for any losses relating to Your use of the (i) Tracking Links, (ii) Tracking Codes, (ii) the Affiliate Program (including the Affiliate Program portal), and/or (iii) any breach of this Agreement by the Company, Authorised Entities and/or any Group Company, including but not limited to 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 you as a result of an action brought by a third-party) even if such loss was reasonably foreseeable or if You had been advised of the possibility of incurring such loss.

15.3. No exclusion or limitation set out in this Agreement shall apply in the case of (i) fraud or fraudulent misrepresentation, (ii) gross negligence, (iii) wilful misconduct, and (iv) death or personal injury resulting from the negligence of any Party or any of their employees, agents or sub-contractors.

15.4. The time limit within which You must commence proceedings against the Company to recover on any claim shall be six (6) months from the date You become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

#### **16. TERM AND TERMINATION**

16.1. This Agreement shall commence on the Commencement Date and unless otherwise specified herein, shall continue until either Party serves twenty (20) Business Days' written notice of their intention to terminate (the "**Term**").

16.2. The Company may terminate this Agreement immediately:

- 16.2.1. if You breach 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;
- 16.2.2. in the event You suspend or threaten to suspend payment of your debts, or are unable to pay your debts as they fall due, begin negotiations for, or make any voluntary arrangement with your creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of your assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);
- 16.2.3. in the event You are made the subject of a bankruptcy petition or order;
- 16.2.4. in the event You cease or threaten to cease carrying on your business;

- 16.2.5. if You, at the Company's sole discretion, are found to be in breach of the terms of any applicable advertising code of practice, including but not limited to the CAP code, and any voluntary codes the Company has agreed to abide by;
- 16.2.6. if the Company ceases to accept Customers from, or to advertise in any Approved Jurisdiction;
- 16.2.7. if You fail to comply with any of the regulations mentioned in this Agreement; and/or
- 16.2.8. if You fail to change the web address of the Affiliate Site on the Company's request in accordance with clause 4.2.6;
- 16.2.9. if, subject to clause 4.8, You are found to have benefitted from traffic generated in breach of clause 4.8;
- 16.2.10. if You are found to be in breach of any of the advertising requirements for affiliates approved to offer services in Poland provided for under clause 5;
- 16.2.11. if You are found to be in breach of any of the warranties provided for under clause 6.1; and/or
- 16.2.12. in any of the instances provided for pursuant to clause 8.6.3.

16.3. Clauses 16.2.2 and 16.2.3 will apply if any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are subject, that has an effect equivalent or similar to any of the events mentioned in those clauses.

16.4. Except as set out in clause 16.6 and 16.7 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

16.5. On termination of this Agreement all licences granted to You pursuant to this Agreement will immediately terminate.

16.6. If Your Agreement is terminated under clause 16.1, no new Affiliate Payments shall be due to You pursuant to clauses 8 and 10 following such termination.

16.7. If Your Agreement is terminated for any reason under clause 16.2, any Affiliate Payment due to You under this Agreement at the time of termination shall be forfeited and You will not be entitled to receive any further Affiliate Payments pursuant to clauses 8 and 10 following such termination.

16.8. Clause 13 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.

## **17. AMENDMENTS**

17.1. The Company reserves the right to review and modify the terms of this Agreement in whole or in part at its sole discretion. You shall be notified of any changes at least fifteen (15) Business Days prior to any amendments pursuant to this clause 17.1 come into effect.

17.2. Additionally, the Company reserves the right to modify the terms of this Agreement at any time to comply with any directive issued by the Minister of Finance and/or any other legal or regulatory requirement, by providing written notice to You. For any amendments pursuant to this clause 17.2, the Company shall strive to notify of any changes at least fifteen (15) Business Days prior to any such amendments coming into effect, however, You acknowledge that this may not always be possible and as such a shorter notification period may be necessary, as specified in the Company's notification to You.

17.3. During the notice periods pursuant to clauses 17.1 or 17.2 (as applicable) You may: (i) accept the amended Agreement, or (ii) reject the amended Agreement.

17.4. If You do not respond to the Company within the notice period stipulated in clauses 17.1 or 17.2 (as applicable) with Your acceptance or rejection of the amended Agreement, You shall be deemed to have accepted the amended Agreement.

17.5. Upon termination of Your Agreement pursuant to clause 17.3 (ii) or 17.4 above, You will no longer be able to participate in the Affiliate Program, and no new Affiliate Payments shall be due to You pursuant to clauses 8 and 10 following such termination.

## **18. ASSIGNMENT AND SUBCONTRACTING**

18.1. You may not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of the Company.

18.2. The Company may assign, novate or sub-contract any of its rights and obligations under this Agreement to any Group Company at any time without giving notice to You.

## **19. FORCE MAJEURE**

19.1. Neither Party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"), and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for fifteen (15) Business Days, the Party not affected may terminate this Agreement immediately by giving written notice to other Party.

## **20. SEVERABILITY**

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

20.1.1. the Parties as a partnership, association, joint venture or other co-operative entity; or

20.1.2. 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.

## **21. NO WAIVER**

21.1. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

21.2. 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.

## **22. THIRD-PARTY RIGHTS**

22.1. Except for the Company, Authorised Entities, any Group Company, and/or any party elected by them, no third-party may enforce any rights granted to it under this Agreement.

## **23. NOTICES**

23.1. Notices and communications from the Company will be made by e-mail to the address provided by You in Your Affiliate Sign Up Form to join the Affiliate Program.

23.2. You should send all notices and communications to [connect@comeonconnect.com](mailto:connect@comeonconnect.com) or such other e-mail address as notified to You via the Affiliate Program portal from time to time.

23.3. 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.

## **24. GOVERNING LAW AND FORUM**

24.1. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Poland and the Parties hereby irrevocably submit to the jurisdiction of the courts of Poland.

## **25. ENTIRE AGREEMENT**

25.1. 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.

## APPENDIX 1

### DATA PROCESSING AGREEMENT

#### 1. INTERPRETATIONS

- 1.1. The terms **“Controller”/“Data Controller”, “Processor”/“Data Processor”, “Personal Data”, “Process”/“Processing”, “Personal Data Breach”, “Data Protection Impact Assessment”, “Data Subject”, and “Data Subject Access Request”** shall all have the same meaning as that provided for in the GDPR (as defined hereunder).
- 1.2. **“Adequate Country”** means any country, territory or one or more specified sectors within that country, or organisation located outside of the European Economic Area which is recognised by the European Commission as ensuring an adequate level of protection of Personal Data.
- 1.3. **“Data Protection Legislation”** shall mean:
  - 1.3.1. the General Data Protection Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**“GDPR”**);
  - 1.3.2. the Data Protection Act 2018 (Cap 586 of the Laws of Malta);
  - 1.3.3. any other applicable laws and regulations regulating the processing of personal data and/or privacy which apply to any party to this Agreement; and
  - 1.3.4. if applicable, any guidance and code of practices issued by the relevant competent supervisory authorities.
- 1.4. **“Purpose”/“Business Purpose”** means the purpose/s defined in Annex I.
- 1.5. **“Service”** means the service to be provided by the Processor to the Controller detailed in Annex I (Purpose) and the Agreement to which this Data Processing Agreement is being attached.
- 1.6. **“Sub-Processor”** means any third-party appointed by the Processor to assist it in the Processing of Personal Data on behalf of the Controller.
- 1.7. Capitalised terms not defined in this Data Processing Agreement shall have the same meaning assigned to them in the Agreement to which this Data Processing Agreement is being attached.

#### 2. SCOPE AND APPLICATION

- 2.1. The Parties agree that the terms and conditions defined in this Data Processing Agreement shall regulate the transfer of Personal Data from the Controller to the Processor.
- 2.2. The Parties hereby acknowledge and agree that in relation to the processing of Personal Data You shall be the Processor wherein You carry out Your operations solely to drive traffic towards the Controller.
- 2.3. Provided that You acknowledge and agree that the Personal Data of the Controller includes Personal Data from the Group Companies and/or related entities to the Controller, and You further acknowledge understand and accept that the terms and obligations of this Data Processing Agreement shall also include and apply in respect of all and any Personal Data from the Group Companies and/or related entities.

- 2.4. Provided further that You shall be deemed a Controller in Your own right where You manage Data Subjects for the purpose of providing Customers to the Controller and up to the point before You direct the Data Subjects to the Controller.

### **3. DATA PROTECTION OBLIGATIONS**

- 3.1. The Parties hereby undertake to comply with all applicable Data Protection Legislation requirements. The provisions in this Data Processing Agreement are in addition to, and do not relieve, remove or replace, either Party's obligations or rights under Data Protection Legislation.

### **4. PROCESSING**

- 4.1. The Parties acknowledge that where the Processor is required to Process Personal Data on behalf of the Controller, it shall do so subject to the following conditions that:

- 4.1.1. The Processing of Personal Data is undertaken solely for the purpose and to the extent detailed in Annex I and subject to the security measures detailed in Annex II, both respectively attached to this Data Processing Agreement. The Processor shall not otherwise Process Personal Data for any other purpose or without any specific written instruction from the Controller;

- 4.1.2. The Processor shall maintain a record of its Processing activities as provided for in Article 30 of the GDPR;

- 4.1.3. The Processor shall handle the Personal Data with the same care and scrutiny as if the Personal Data being Processed were its own; and

- 4.1.4. The Processor shall assist in ensuring compliance with Article 32 to 36 of the General Data Protection Regulation (Security of the Personal Data and Data Protection Impact Assessments and Prior Consultation) taking into account the nature of the processing and the information available to the Processor.

- 4.2. The Processor also undertakes to notify the Controller in writing where it deems that an instruction of the Controller infringes Data Protection Legislation.

- 4.3. Where the Processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("**Sensitive Data**"), the Processor shall apply specific restrictions and/or additional safeguards.

### **5. ACCESS**

- 5.1. The Processor shall ensure that access to Personal Data is restricted to such individuals, parties or entities requiring access for the purpose detailed in Annex I and strictly necessary for the individual, party or entity concerned to perform its duties.

- 5.2. The Processor shall also ensure that individuals, parties or entities requiring access pursuant to the preceding clause:

- 5.2.1. are informed of the confidential nature of the Personal Data;

- 5.2.2. are subject to legally binding confidentiality obligations in relation to Personal Data; and

- 5.2.3. have received appropriate training on Data Protection Legislation and the handling Personal Data.

## **6. RETURN/DESTRUCTION OF DATA**

- 6.1. On termination or expiry of this Agreement, the Processor shall, at the choice of the Controller, either:
  - 6.1.1. delete securely; or
  - 6.1.2. return all Personal Data to the Controller and delete all existing copies of the Personal Data from its systems.
- 6.2. In such circumstances the Processor shall also provide written confirmation to the Controller evidencing compliance with the provision of this Clause in relation to the deletion of Personal Data.

## **7. APPOINTMENT OF SUB-PROCESSORS**

- 7.1. Where the Processor intends to employ sub-processors to assist it in the processing of Personal Data, it shall do so subject to the following conditions that:
  - 7.1.1. the Sub-Processor agreement is on terms which are substantially the same as this Data Processing Agreement and terminated automatically on termination of this Data Processing Agreement; and
  - 7.1.2. The Controller is notified of such appointment in advance with the option to terminate the Agreement without any liability within thirty (30) days of such notification;

Provided that notwithstanding the foregoing, the Processor shall remain liable in full to the Controller for the processing of Personal Data in compliance with this Data Processing Agreement.

## **8. INTERNATIONAL DATA TRANSFERS**

- 8.1. The Processor shall not transfer Personal Data outside the European Union and/or European Economic Area unless expressly authorised by the Controller and subject to:
  - 8.1.1. appropriate safeguards, as provided for in Article 46(2) of the GDPR for transfers to countries not considered as ensuring an adequate level of protection; and
  - 8.1.2. enforceable rights and effective legal remedies available to the Data Subject.

## **9. DATA PROTECTION IMPACT ASSESSMENTS**

- 9.1. The Processor shall, as requested by the Controller, provide all reasonable assistance to the Controller in preparation of any Data Protection Impact Assessment prior to commencing any processing. Provided that where costs are involved, they shall always be borne by the Party requesting such assistance.

## **10. PERSONAL DATA BREACH**

- 10.1. The Processor shall notify the Controller without undue delay, and in any event within twenty-four (24) hours of becoming aware of a Personal Data Breach using such reporting mechanisms as specified by the Controller if:
  - 10.1.1. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; or
  - 10.1.2. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor receives any Personal Data Breach notification, complaint, notice or communication which

relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Legislation.

10.2. In all circumstances the Processor shall provide full cooperation, information and assistance to the Controller in relation to such Personal Data Breach, compliance notice or communication.

## **11. DATA SUBJECTS AND OTHER REQUESTS**

11.1. The Processor shall promptly notify the Controller if:

11.1.1. it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data;

11.1.2. it receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation, including from any supervisory authority in connection with this Data Processing Agreement; or

11.1.3. it receives a request from any third-party for the disclosure of Personal Data.

11.2. In such circumstances, the Processor also:

11.2.1. undertakes not to respond to requests made except with any express instructions from the Controller and to the extent permitted by the applicable Data Protection Legislation; and

11.2.2. provide all the necessary assistance and cooperation (including without limitation implementing technical and organisational measures) to enable the Controller to fulfil its obligations under Data Protection Legislation.

## **12. COMPLIANCE AUDITS**

12.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations provided for in this Data Processing Agreement and the applicable Data Protection Legislation in a timely manner. The Parties further undertake to provide the necessary assistance in the case of audits or inspections carried out by or on behalf of the Controller or any relevant supervisory authority.

## **13. WARRANTY AND INDEMNITY**

13.1. Each Party warrants to the other that it will process the Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments.

13.2. Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the first Party or its employees or agents to comply with any of its obligations under this Agreement.

## **14. CONFIDENTIALITY**

14.1. The Parties acknowledge that Personal Data shall be treated as Confidential Information and subject to the confidentiality obligations as provided for in the Agreement.

## **15. GOVERNING LAW AND JURISDICTION**

15.1. This Data Processing Agreement shall be governed by the laws provided for in the Agreement and the Parties shall also submit to the jurisdiction specified therein.

## **16. TERM AND TERMINATION**

- 16.1. The Term of this Data Processing Agreement shall be that as provided for in the Agreement to which this Data Processing Agreement is attached.
- 16.2. Without prejudice to any provisions of the GDPR, in the event that the Processor is in breach of its obligations under this Data Processing Agreement, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with the clauses in this Data Processing Agreement or the Agreement is terminated.
- 16.3. The Processor shall promptly inform the Controller in case it is unable to comply with the clauses of this Data Processing Agreement, for whatever reason.
- 16.4. The Controller shall be entitled to terminate the Agreement insofar as it concerns Processing of Personal Data in accordance with these clauses if:
- 16.4.1. the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to clause 16.2 and if compliance with these clauses is not restored within a reasonable time and in any event, within one (1) month following suspension;
  - 16.4.2. the Processor is in substantial or persistent breach of these clauses or its obligations under the GDPR; and/or
  - 16.4.3. the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these clauses or to the GDPR.
- 16.5. The Processor shall be entitled to terminate the Agreement insofar as it concerns processing of Personal Data under these clauses where, after having informed the Controller that its instructions infringe applicable legal requirements, the Controller insists on compliance with the instructions.
- 16.6. The provisions of this Data Processing Agreement which either expressly or by implication are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.
- 16.7. Termination or expiry of this Data Processing Agreement for whatever reason shall not affect any accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination or expiry.

## **17. NOTICES**

- 17.1. For the purpose of escalating any queries, complaints or required notices in pursuant to this Data Processing Agreement, the contact person for the Controller shall be the Data Protection Officer at [dpo@comeon.com](mailto:dpo@comeon.com).
- 17.2. Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and shall be deemed delivered on the receipt of the request receipt or written confirmation.

## **18. HIERARCHY**

- 18.1. In the event of a contradiction between the clauses of this Data Processing Agreement and the provisions of related agreements entered into between the Parties on the same subject matter, the clauses of this Data Processing Agreement shall prevail.

## ANNEX I: DETAILS OF THE PROCESSING

Subject Matter	Details
Business purpose:	To provide the Services pursuant to the Agreement.
Duration of the Processing:	For the duration of the Agreement.
Categories of Data Subjects:	Customers of the Company and/or Authorised Entities (as applicable).
Types of Personal Data:	Tracking links generated to identify users that visit the Property Site(s) via an affiliate; customer ID; username; registration data and deposit information required where a threshold applies.
Plan for return or destruction:	Upon expiry or termination of the Agreement.
Sub-Processor/s:	Affiliate is to advise of any sub-processors that may be involved in providing the Service in advance.

## ANNEX II – SECURITY MEASURES

The Processor shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR. In particular but without limitation, the Processor shall implement the following security measures:

- *Measures of pseudonymisation and encryption of personal data;*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;*
- *Measures for user identification and authorisation;*
- *Measures for the protection of data during transmission;*
- *Measures for the protection of data during storage;*
- *Measures for ensuring physical security of locations at which personal data are processed;*
- *Measures for ensuring events logging;*
- *Measures for ensuring system configuration, including default configuration;*
- *Measures for internal IT and IT security governance and management;*
- *Measures for certification/assurance of processes and products;*
- *Measures for ensuring data minimisation;*
- *Measures for ensuring data quality;*
- *Measures for ensuring limited data retention;*
- *Measures for ensuring accountability; and*
- *Measures for allowing data portability and ensuring erasure.*

The Controller reserves the right to request further information on the adoption of such security measures to verify compliance with this Annex II.

### **ANNEX III – STANDARD CONTRACTUAL CLAUSES**

With reference to Appendix I (Data Processing Agreement), the transfer between the Data Controller and Data Processor located outside the European Union, European Economic Area and/or an Adequate Country will be subject to the Standard Contractual Clauses published by the European Commission on 4th June 2022 (EU SCCs), which are deemed incorporated into and form a part of the Data Processing Agreement, as follows:

In relation to transfers of Personal Data protected by the EU GDPR, the EU SCCs will apply, completed as follows:

- 1) Module Two will apply;
- 2) in Clause 7, the optional docking clause will not apply;
- 3) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-
- 4) processor shall be of twenty (20) days;
- 5) in Clause 11, the option will not apply;
- 6) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by Irish law
- 7) where the law of the EU Member State in which the data exporter is established
- 8) does not allow for third party beneficiary rights;
- 9) in Clause 18(b), disputes will be resolved by the courts of the jurisdiction stated
- 10) in the ComeOn Connect Terms;
- 11) Annex I of the EU SCCs is deemed completed with the information set out in
- 12) Annex I to the Data Processing Agreement and the competent supervisory
- 13) authority will be determined in accordance with the EU GDPR and Clause 13 of
- 14) the EU SCCs;
- 15) Annex II of the EU SCCs is deemed completed with the information set out in
- 16) Annex II to this Data Processing Agreement;
- 17) Annex III of the EU SCCs is deemed completed with the information set out in
- 18) Annex I to the Data Processing Agreement.

# COMEON CONNECT

## NETHERLANDS TERMS AND CONDITIONS

### 1. PURPOSE OF THE AFFILIATE PROGRAM

- 1.1. This Agreement sets out the complete terms and conditions between COE Services Limited, with company number 103663 and whose principal place of business is situated at Sovereign Place, 117 Main Street, GX1 11AA Gibraltar (the “**Company**”), and the individual or entity stated in the Affiliate Sign Up Form, hence yourself and/or the company you represent (as applicable) (“**You**”), for Your participation in the ComeOn Connect affiliate program located at [www.comeonconnect.com](http://www.comeonconnect.com) (the “**Affiliate Program**”).
- 1.2. The Company operates the Affiliate Program for the benefit of its Group Companies (as defined below), in accordance with their licenses issued by the relevant Gambling Authority.
- 1.3. You are allowed only one affiliate account on the Affiliate Program. Any exceptions to this clause 1.3 must be approved in writing by the Company. The Company reserves the right to approve or deny any such request at its sole discretion.
- 1.4. You acknowledge that both the Company and the Group Companies reserve the right to make requests pursuant to this Agreement, and Your participation in the Affiliate Program is contingent upon your compliance with such requests, as further specified in this Agreement.
- 1.5. It is important that You read and understand this Agreement. By completing the Affiliate Sign Up Form, and thereafter receiving formal approval thereof by the Company, You are agreeing to be bound by the terms and conditions of this Agreement. The Company's approval and Your continued participation in the Affiliate Program remain subject to the Company's sole discretion. If You do not agree with the duties and obligations stipulated in these terms and conditions, You should discontinue Your application.
- 1.6. This Agreement pertains exclusively to the services You may provide under the Affiliate Program, limited to the Approved Jurisdiction, and in connection with the Brand(s). This Agreement replaces all previous terms and conditions related to this Affiliate Program and supersedes and replaces any and all prior agreements and understandings, both oral and written, between the You and the Company relating to the Affiliate Program.
- 1.7. If You have any queries or questions in relation to this Agreement or wish to notify the Company of any matter related hereto, You may contact us on [connect@comeonconnect.com](mailto:connect@comeonconnect.com).

### 2. INTERPRETATIONS

- 2.1. In this Agreement, the following expressions shall have the following meanings:

<b>Administrative Fee</b>	means and includes, <i>inter alia</i> , jackpot contribution, game licenses, game royalties, finance fees and applicable taxes.
<b>Affiliate Payment</b>	means any Reward, One Time Payment and/or Sub-Affiliate Commission that may be due to You pursuant to this Agreement.
<b>Affiliate Sign Up Form</b>	means the application You submitted with the Company to join the Affiliate Program.

<b><i>Affiliate Site(s)</i></b>	means Your website(s) located at the web address(es) provided to the Company in Your Affiliate Sign Up Form, or subsequently changed from time to time and notified to the Company via the Affiliate Program portal.
<b><i>Agreement</i></b>	means these Netherlands Terms and Conditions, Appendix I, and any annexes or schedules attached or incorporated by reference therein.
<b><i>Approved Jurisdiction</i></b>	means the Kingdom of the Netherlands.
<b><i>Brand(s)</i></b>	means, in the context of this Agreement, any and all brand(s) (thereby including any tradenames and/or trademarks, whether duly registered with applicable intellectual property offices or otherwise) which the Authrised Entity may operate at any time pursuant to its licence(s) issued by the Ksa and as communicated to You from time to time.
<b><i>Business Day</i></b>	means any day (excluding Saturdays and Sundays) which is not an official public holiday in Gibraltar.
<b><i>Calendar Month</i></b>	means in respect of any month in a Calendar Year, a period commencing on the first (1 <sup>st</sup> ) day of such month and ending on the last day of the same month.
<b><i>Calendar Year</i></b>	means each successive period of twelve (12) months commencing on the first (1 <sup>st</sup> ) of January and ending on the (31 <sup>st</sup> ) of December.
<b><i>Commencement Date</i></b>	means the date on which the Company formally confirms that Your Affiliate Sign Up Form, and thereafter application to join the Affiliate Program, has been accepted.
<b><i>Confidential Information</i></b>	means all information in any form relating to a Party (and any Group Company, in the case of the Company) (the “ <b>Disclosing Party</b> ”) that is directly or indirectly disclosed to the other Party (the “ <b>Receiving Party</b> ”), (including any personal data and/or customer data), by the Disclosing Party, and/or any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date.
<b><i>CPA Payment</i></b>	means the CPA payments that may accrue to You pursuant to this Agreement, as further described in clause 8.4.
<b><i>Customer(s)</i></b>	means a natural person who cumulatively: <ul style="list-style-type: none"> <li>(i) satisfies the minimum registration criteria applicable to natural persons that are eligible to make use of Group Companies’ services pursuant to its license issued by the Ksa;</li> <li>(ii) originates from a Tracking Link or other method acknowledged and pre-approved by the Company; and</li> <li>(iii) registers and maintains a valid player account with the Property Site(s).</li> </ul>
<b><i>Good Industry Practice</i></b>	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.
<b><i>Group Company</i></b>	means any corporate entity which is as holding, subsidiary, affiliate and/or related entity of the Company.

<b>High Roller Policy</b>	means the policy, as detailed in clause 9, pertaining to Negative Commissionable Revenue generated in any given Calendar Month by any Customer(s) who the Company, in its sole discretion, determines to be High Rollers (as defined hereunder).
<b>Hybrid Payment</b>	means the hybrid payments that may accrue to You pursuant to this Agreement, as further described in clause 8.5.
<b>Immediate Family</b>	means Your spouse, partner, parent, child or sibling.
<b>IPR</b>	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, e-mail 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.
<b>Negative Commissionable Revenue</b>	means revenue generated from Customers that falls below the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 8.3. or 8.5 (as applicable).
<b>Net Casino Winnings</b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a casino product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.
<b>Net Commissionable Revenue</b>	means the sum of the Positive Commissionable Revenue less Negative Commissionable Revenue generated by Customers in a Calendar Month.
<b>Net Sports Winnings</b>	means total winnings from Customers (thereby being 'stakes received' less 'winnings paid out' to a Customer) made/generated on a sports product accessible on the Property Site, less Administrative Fee(s), any payments to third party software providers, the cost of any promotional offers (including and not limited to any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise in relation thereto.
<b>New Active Customer</b>	means a Customer who, within one (1) Calendar Year from Your referral to the Property Site(s) meets the following criteria, unless otherwise determined at the discretion of the Company: <p>(i) has made at least one deposit of the value agreed to between You and the Company via the Affiliate Program; and</p>

(ii) has subsequently wagered on the Property Site(s) a minimum of one Euro (€1.00) from their total real money deposits (bonus money is therefore excluded).

<b><i>One Time Payment</i></b>	means any one-time commission payment per New Active Customer payable to You under clause 8.4.1.
<b><i>Positive Commissionable Revenue</i></b>	means revenue generated from Customers that meets the predefined threshold necessary for You to be entitled to an Affiliate Payment (as agreed to between You and the Company via the Affiliate Program portal) and further specified in clause 8.3 or 8.5 (as applicable).
<b><i>Party</i></b>	means You or the Company (as applicable).
<b><i>Parties</i></b>	means You and the Company jointly.
<b><i>Property Site(s)</i></b>	means, in the context of this Agreement, any and all websites which the Group Companies may operate at any time pursuant to its licence(s) issued by the applicable Gambling Authority and, as communicated to You from time to time.
<b><i>Revenue Share Payment</i></b>	means the revenue share payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 8.3.
<b><i>Sub Affiliate Payment</i></b>	means the sub-affiliate payments that may accrue to the Affiliate pursuant to this Agreement, as further described in clause 10.
<b><i>Tracking Code</i></b>	means codes downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).
<b><i>Tracking Links</i></b>	means hypertext links (either as a banner or text link) downloaded from the Affiliate Program portal that will link Your Affiliate Site(s) with the Property Site(s).

2.2. In this Agreement (except where the context requires otherwise) the following shall apply:

- 2.2.1. any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.2.2. the singular includes the plural and vice versa; and
- 2.2.3. reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

### **3. PROVISION OF LICENCE**

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

#### **4. AFFILIATE OBLIGATIONS**

4.1. You warrant and undertake that during the term of this Agreement, You will not, as principal or otherwise:

- 4.1.1. display the Tracking Links other than on the Affiliate Site(s);
- 4.1.2. display the Tracking Links and/or Tracking Code in any media without the Company's prior written approval;
- 4.1.3. display data from the Tracking Links and/or Tracking Code via any electronically accessible medium other than the Affiliate Site(s) without the express written consent of the Company;
- 4.1.4. do anything that would cause the Company to believe that a New Active Customer has clicked through the Tracking Links to register an account with the Property Site when that is not the case, sometimes known as 'cookie stuffing';
- 4.1.5. place the Tracking Links on any part of the Affiliate Site(s) which are aimed at individuals under eighteen (18) years of age; or
- 4.1.6. use the Tracking Links or Tracking Code in a way which proves, or is likely to prove detrimental to the Company and/or any Group Company, for example by purposefully hiding referral URLs for Customers or New Active Customers (as applicable) referred to the Property Site;
- 4.1.7. directly or indirectly offer any other potential affiliate or Sub-Affiliate (as defined hereunder) any incentive (including payment of money or other benefits) to use the Tracking Links or Tracking Code;
- 4.1.8. assert the invalidity, enforceability, or seek to contest or challenge the ownership and/or the validity of IPR belonging to the Company and/or any Group Company, whether in relation to the Affiliate Program or otherwise, in any action or proceeding of whatever kind or nature, or take any action which may prejudice the relevant aforementioned owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill;
- 4.1.9. edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of the Company and/or any Group Company;
- 4.1.10. encourage or assist any other affiliate to breach any terms and conditions agreed to when opening an account to participate in the Company's Affiliate Program;
- 4.1.11. engage in behaviour which, in the Company's sole reasonable opinion breaches the terms of the Affiliate Program or abuses the spirit of a promotion, competition, tournament or offer operated by any Group Company, and will not encourage or assist any other third party to do so; and/or
- 4.1.12. utilise any website having a domain name that contains the Brand(s) and/or their variations or misspellings, without the Company's permission, whether by way of linking, redirecting traffic or otherwise, and shall not allow any third party that is reasonably connected with it (whether as Immediate Family or otherwise) to do so.

4.2. You further warrant and undertake that during the term of this Agreement, You will:

- 4.2.1. at all times, conduct Yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;

- 4.2.2. continuously comply with the Affiliate Program's security guidelines and requirements as may be issued by the Company from time to time, whether in writing or otherwise;
  - 4.2.3. keep confidential, and not allow anyone else to use Your login and password details for access to the Affiliate Program portal;
  - 4.2.4. use best endeavours to display the Tracking Links and Tracking Code on the Affiliate Site(s) without interruption for the duration of this Agreement;
  - 4.2.5. incorporate, and prominently and continually display the most Tracking Links provided by the Company on all pages of the Affiliate Site in a manner and location agreed by the Company. You shall not alter the form, location or operation of the Tracking Links without the Company's prior written consent;
  - 4.2.6. immediately on request by the Company, change the address of the Affiliate Site(s);
  - 4.2.7. ensure that the Affiliate Site(s) does not contain, and shall not link in any manner whatsoever to any material which is, or may be reasonably be considered as defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights;
  - 4.2.8. ensure that all Your communications relating to the Company and/or any Group Company, and their respective products and/or services (including, for the avoidance of doubt the aforementioned entities' IPRs), and whether in relation to the Affiliate Program, the Property Site or otherwise (as applicable), make it clear that such communications are sent by and on Your behalf (and not from or on behalf of the Company and/or any Group Company); and
  - 4.2.9. upon request from the Company, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.
- 4.3. The approved appearance and syntax of the hypertext transfer link of the Tracking Links constitute the only authorised and permitted representation of the Property Site(s). You may only use banners retrieved from the Affiliate Program back office and You may not alter their appearance.
- 4.4. You are prohibited from using PPC (pay-per-click), sponsored links, search engine keywords, AdWords or similar promotions that incorporate keywords, including broad match, phrase match, exact match, or any other match types, that are identical or similar to any of the Brand(s) and/or any trademarks and/or trade names operated by the Company and/or any Group Company, regardless of their current status or registration in any jurisdiction or use any variations or misspellings thereof. This applies but is not limited to the following:
- Casinostugan; Comeon; Cherry Casino; Ding! Casino; Galaksino; GetLucky; Hajper; LyloCasino; Mobilebet; Mobilautomaten; Mobilespin; Nopeampi; Pzbuk; Sagakingdom; Snabbare; Sunmaker; Suomikasino; MAKR (the "**Prohibited Keywords**").
- 4.5. Furthermore, You are strictly prohibited from combining the Prohibited Keywords, with any of the following terms or their synonyms, or local language variations: 'Casino', 'Poker', 'Sport', 'Bonus', 'Free', 'Offer(s)', 'Promotion(s)', 'Betting', 'Gambling', 'Game(s)', 'Slot(s)', 'Pokies', 'Voucher(s)', 'Bonus Code', 'Deposit', 'Payment', and/or 'Free Spin(s)'.
- 4.6. You are also required to use the Prohibited Keywords as negative keywords in all online paid advertising (PPC, CPC, etc.).
- 4.7. You agree that You shall not engage in spamming and must practice "Netiquette" at all times. This includes any attempt to spam the Company and/or the Group Companies through the chat

functionality in the Property Site's chat facility. Any unsolicited, unexpected or unwanted SMS sent by You aimed at extorting valuables, misleading recipients, or originating from someone the recipient has not specifically authorized to have their mobile number constitutes spam. You are prohibited from sending SMS messages referencing the Company, any Group Company, and/or the aforementioned entities' IPRs and/or the Property Site, without the explicit consent of the Company. Once such consent has been granted by the Company, SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning that the recipient has consented to receive SMS messages from You and is given the option to opt-out with each SMS message. Additionally, all email marketing must also comply with commonly accepted opt-in rules, meaning the user has consented to receive emails from You and is given the option to opt-out with each email.

- 4.8. You are not entitled to earn Affiliate Payments from Customers generated in bad faith or from unauthorized advertising or promotion (including but not limited to Customers generated in breach of clause 4.7 above), regardless of whether or not it actually causes the Property Site(s) damage. Additionally, You are prohibited from incentivizing, promoting or suggesting methods such as sports betting arbitrage, sure betting, safe betting, casino systems or any similar strategies. If, at its sole discretion, the Company determines that You have acted in breach of this clause 4.8 (regardless of whether You had knowledge of the same), it reserves the right to terminate this Agreement immediately, in line with clause 16.2 and any Affiliate Payment due to You under this Agreement shall be forfeited.
- 4.9. In efforts to uphold the integrity of the Property Site(s), if the Company (at its sole discretion) determines that Affiliate Site(s) contain sufficiently similar content to the Property Site, thereby posing a risk to the Company and/or any Group Company, the Affiliate Program, and/or the Property Site, You shall be required to promptly and without delay (but in no case no later than five (5) Business Days upon request by the Company) remove all suspected and/or identified plagiarized content. An Affiliate Site will be deemed to contain enough similar content to jeopardize a Property Site in any search engine if as little as fifteen percent (15%) of the content is copied. Failure to update or remove the suspected and/or identified plagiarized content within the timeline stipulated above, will result in the suspension of Your affiliate account and any and all Affiliate Payments due to You under this Agreement, pending review of the situation by the Company. The final decision rests solely with the Company.
- 4.10. You further agree that:
  - 4.10.1. You and/or Your Immediate Family may not become Customers, and You shall not be entitled to any payment under this Agreement in relation to such persons;
  - 4.10.2. the Company may monitor the Affiliate Site to ensure You are complying with the terms of this Agreement;
  - 4.10.3. You will provide the Company with all data and information to enable the Company to perform such monitoring at no cost to the Company;
  - 4.10.4. the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and
  - 4.10.5. the Agreement transfers no rights whatsoever (whether of ownership or otherwise) to You in relation to any Customer data, and accordingly, You agree and acknowledge that any and all Customer data that may be accessible by the Affiliate during the term of this Agreement is, and shall remain, the exclusive property of the Customer, the Company and/or any Group Company (as applicable).

## **5. ADVERTISING REQUIREMENTS FOR AFFILIATES APPROVED TO OFFER SERVICES IN THE NETHERLANDS**

- 5.1. During the Term of this Agreement, You warrant and undertake:

- 5.1.1. to ensure that visitors to the Affiliate Site(s) are provided with a clear and visible option to hide advertisements, thereby maintaining the voluntary nature of accessing advertorial content;
  - 5.1.2. to ensure that all advertisements feature the following compulsory disclaimer: '*Wat kost gokken jou? Stop op tijd. 18+*'. Provided that in bonus advertisements, the age requirement 18+ shall be replaced by 24+. Bonus advertisements should also incorporate a statement indicating that terms and conditions apply in addition to the aforementioned responsible gaming message;
  - 5.1.3. that You will not, as principal or otherwise allow any bonus advertisements on the Affiliate Site(s) to represent and/or infer that Customers under twenty-four (24) years may enter in any such bonus schemes on the Property Site(s). For avoidance of doubt, any adverts on bonuses shall include clear information that they are not available for Customers under twenty-four (24) years of age in line with clause 5.1.2;
  - 5.1.4. that You shall comply with any remote-gambling regulations applicable in the Approved Jurisdiction for advertising, as issued by the Ksa and as communicated by the Company to You from time to time;
  - 5.1.5. that You will comply with any changes that are required because of a Ksa directive (whether industry-wide or otherwise) within no later than twenty-four (24) hours;
  - 5.1.6. that You will continuously comply with all applicable AML/CFT laws and regulations enacted in the Approved Jurisdiction, including the Sanction Act of 1977;
  - 5.1.7. that You will authorise the Ksa or any other applicable authority to conduct an investigation, or arrange for such an investigation to take place, in relation to information pertaining to this Agreement;
  - 5.1.8. that You will immediately on request by the Company, change and/or remove any information on the Affiliate Site(s) relating to the Company, any Group Company, and/or any of the aforementioned entities' products and/or services (including, for the avoidance of doubt, the aforementioned entities' IPRs), and whether in relation to the Affiliate Program or otherwise (as applicable).
- 5.2. You additionally commit to exclusively advertise Ksa-licensed operators in the Approved Jurisdiction on Your Affiliate Site. For the avoidance of doubt, the Brand(s) shall not be associated in any manner or appear alongside operators offering remote games of chance in the Approved Jurisdiction without a licence. Any deviation from this commitment will result in the immediate termination of this Agreement in line with clause 16.2 and any Affiliate Payment due to You under this Agreement shall be forfeited.
  - 5.3. As of 1<sup>st</sup> July 2023, You agree to implement an age-wall (the "**Age-Wall**") on the Affiliate Site(s) that prompts and requires visitors to input their date of birth before accessing the Affiliate Site(s). Only those who enter an age of twenty-four (24) years or older shall be permitted to view advertising. The Age-Wall shall occupy the entire display, ensuring that advertisements shall not appear in the background; they shall either be heavily blurred or covered altogether.
  - 5.4. You commit to make reports readily available to the Company, enabling the Group Companies to demonstrate to the Ksa and/or any relevant authorities that Your affiliation outreach avoided targeting young adults (aged eighteen (18) to twenty-four (24)), achieving a 95% success rate. These reports must be submitted within the first (1<sup>st</sup>) week following the conclusion of each Calendar Month, with the possibility of *ad hoc* requests as required and at the sole discretion of the Company. Your failure to meet this requirement grants the Company the right to terminate this Agreement

immediately in line with clause 16.2 and any Affiliate Payment due to You for that respective Calendar Month's traffic shall also be forfeited.

- 5.5. You undertake to inform the Company immediately on [connect@comeonconnect.com](mailto:connect@comeonconnect.com), if for any reason the Age-Wall malfunctions or fails to operate as expected. You are responsible for maintaining the continuous functionality and availability of the Age-Wall and must immediately remove the Company's advertisements for any duration during which the Age-Wall's functionality and availability cannot be ensured.

## 6. **WARRANTIES**

6.1. You warrant that:

6.1.1. You have full capacity and authority to enter into this Agreement (and related Affiliate Program) and any other documents executed by You that may be associated with this Agreement and/or the Affiliate Program;

6.1.2. You are over eighteen (18) years of age;

6.1.3. You will, within thirty (30) days upon request by the Company provide copies of identification documents, proof of billing address, certificate of good conduct, and any other documents as may be requested from time to time and at the Company's sole discretion;

6.1.4. all the information You provided in the Affiliate Sign Up Form is correct, and You will notify the Company promptly of any changes;

6.1.5. You are not, and have never been engaged in any activity, practice or conduct which would constitute an offence (whether criminal or otherwise);

6.1.6. You have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings;

6.1.7. You have obtained, and will maintain in force, all necessary registrations, authorisations, consents and licences to enable You to fulfil Your obligations under this Agreement and participate in the Affiliate Program;

6.1.8. You are not located in, incorporated in, or a resident or national of any jurisdiction subject to international sanctions, trade restrictions, or identified as presenting a high risk of financial crime, including but not limited to money laundering or terrorist financing. You further confirm that you are not, and will not during the term of this Agreement, engage in any activity or business dealings that could expose the Company and/or any Group Company to legal, financial, or reputational risk, including any dealings connected to unlawful, unethical, or sanctioned activities.

6.1.9. You will fully comply with all applicable laws and regulations (including but not limited to anti-money laundering (AML) laws, counter-terrorist financing (CFT) laws, anti-bribery and anti-corruption laws); and

6.1.10. You will fully comply with any applicable advertising codes.

6.2. You agree to immediately notify the Company if your status or location changes in a way that could affect your compliance with the above warranties.

- 6.3. The Company makes no representation that any of its products and/or services, and/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.
- 6.4. You acknowledge and agree that except as otherwise expressly provided in this Agreement, the Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company and/or Group Company products and/or services are provided “**AS IS**” without warranties of any kind (express or implied).
- 6.5. 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 Tracking Links, Tracking Codes, Affiliate Program (including the Affiliate Program portal) and any and all Company and/or Group Company products and/or services are hereby excluded.

## **7. AFFILIATE ACTIVITY**

- 7.1. You are required to maintain an active affiliate account (“**Active Affiliate Account**”). For Your affiliate account to be classified and an Active Affiliate Account, You must:
- 7.1.1. refer to the Affiliate Program a minimum of six (6) New Active Customers in each and every three (3) Calendar Month rolling period; and
- 7.1.2. maintain an active Affiliate Site with the latest supplied banners and/or promotions promoting the Brand(s).

## **8. PAYMENT ENTITLEMENT**

- 8.1. In consideration of You maintaining an Active Affiliate Account You will be entitled to payment on the terms of this clause 8.
- 8.2. You will be able to indicate your initial preferred Affiliate Payment option in the Affiliate Sign Up Form. The chosen option will be confirmed by the Company once Your application is approved.

### **8.3. REVENUE SHARE PAYMENT**

- 8.3.1. If You select a Revenue Share Payment option, the Company shall pay You on a monthly basis and in respect of each Customer: (i) the agreed percentage of Net Casino Winnings and/or (ii) the agreed percentage of Net Sports Winnings (as and if applicable), as agreed to between You and the Company via the Affiliate Program portal, (the “**Reward**”).
- 8.3.2. In the event of no explicit agreement between You and the Company, the default Reward plan shall be as follows:

<b>NET CASINO WINNINGS</b>	<b>REWARD</b>
€ 0 – € 10,000	25%
€ 10,001 – € 20,000	30%
€ 20,001 – € 30,000	35%
€ 30,001 – € 50,000	40%
€ 50,001 +	45%

<b>NET SPORTS WINNINGS</b>	<b>REWARD</b>
€ 0 – € 10,000	20%
€ 10,001 – € 20,000	25%

€ 20,001 – € 30,000	30%
€ 30,001 +	35%

8.3.3. You shall be entitled to a Reward:

8.3.3.1. for as long as a Customer has an account with the Property Site; and

8.3.3.2. for an additional term of one (1) year after the termination of the Agreement (the “**Extended Payment Term**”), provided that Your right to claim Revenue Share Payment will automatically terminate after the lapse of the Extended Payment Term, with no possibility whatsoever for renewal thereof. For the avoidance of doubt, Your affiliate account will be closed upon the lapse of the Extended Payment Term.

8.3.4. The Extended Payment Term will not apply when the termination of the Agreement would have been resorted to for any reason under clause 16.2. because of a breach of these terms and conditions, any conditions contained in ancillary documents to this Agreement, a breach of applicable regulations to the gaming industry and/or any instruction issued by the Company which had not been followed.

#### 8.4. CPA PAYMENT

8.4.1. If You select a CPA Payment option, the Company shall pay You a One Time Payment (as agreed to between You and the Company via the Affiliate Program portal) per New Active Customer.

#### 8.5. HYBRID PAYMENT

8.5.1. If You select a Hybrid Payment option, the Company shall pay You:

8.5.1.1. any applicable Reward payable pursuant to the Revenue Share Payment terms as outlined in clause 8.3 above; and

8.5.1.2. any applicable One Time Payment payable pursuant to the CPA Payment terms as outlined in clause 8.4 above.

#### 8.6. GENERAL PAYMENT TERMS

8.6.1. The Company may withdraw any of the payment options pursuant to clauses 8.3, 8.4, 8.5, and/or 10 at any time by giving notice to You. If applicable, You may then be required to select another payment option via the Affiliate Program portal.

8.6.2. In the event that modifications are required to Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as applicable), the Company shall notify You and discuss the required changes. Notwithstanding these discussions, the Company reserves the right to implement any such required changes, which will take effect twenty-four (24) hours after Your notification. The Company’s decision in this matter will be final, and no further correspondence shall be entered into.

8.6.3. The Company (at its sole discretion), also reserves the right to (i) modify and/or reduce Your Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as applicable), and/or (ii) terminate this Agreement with immediate effect and no further liability pursuant to clause 16.2:

8.6.3.1. if You (in Company’s sole opinion) reduce your efforts to promote the Brand(s) in the Approved Jurisdiction;

- 8.6.3.2. if You do not log-in to Your Active Affiliate Account a minimum of one (1) time within any three (3) consecutive Calendar Months;
- 8.6.3.3. if the Revenue Share Payment, CPA Payment, Hybrid Payment and/or Sub-Affiliate Payment deal (as applicable) pursuant to clauses 8.3, 8.4, 8.5, and/or 10 (as agreed to between You and the Company) results in a financial loss to the Company;
- 8.6.3.4. if You fail to maintain an Active Affiliate Account in accordance with clause 7 above;
- 8.6.3.5. if the Company determines (at its sole discretion) that You are participating in the Affiliate Program to benefit by referring Customers who the Company deems not legitimately interested in the Company's products or services or who do not match a similar average value to the Company's existing customers; and/or
- 8.6.3.6. in the event of any legal and/or regulatory changes in the Approved Jurisdiction making it necessary for the Company to avail of this clause 8.6.3.

8.6.4. In the event that a Customer:

- 8.6.4.1. has been introduced in breach of any terms of this Agreement;
- 8.6.4.2. makes an initial deposit which is subject to a chargeback, or which is reversed for any other reason;
- 8.6.4.3. uses Your Tracking Code or that of a member of Your Immediate Family (or the code relating to any similar or replacement customer referral scheme to the Affiliate Program) when signing up for an account;
- 8.6.4.4. fails any identity or credit checks carried out by the Company or on the Company's behalf;
- 8.6.4.5. is located in a territory which is not the Approved Jurisdiction; or
- 8.6.4.6. has their account closed within twenty-five (25) Business Days of the account opening (for any of the reasons above);

You will not be entitled to receive an Affiliate Payment in respect of such Customer. The Company is obliged to communicate this promptly and You can request evidence if applicable. In the event that any such payment has already been made to You in respect of such Customer, You will promptly repay the amount paid on receiving 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.

- 8.6.5. You will be able to review statements showing the number of Customers introduced by You via the Tracking Links or using the Tracking Code and Affiliate Payments (if any) which have accrued over the course of the Calendar Month. Such statements are for information purposes only. The Company will endeavour to ensure that such statements are updated daily but is under no obligation to do so.
- 8.6.6. The Company shall endeavour to inform You by the fifth (5<sup>th</sup>) Business Day of the Calendar Month of the amount generated by means of Your selected Affiliate Payment option (if any), for the preceding Calendar Month (the "**Amount Due**").
- 8.6.7. In the event that You generate Negative Commissionable Revenue, the Company will not carry forward or set off such Negative Commissionable Revenue against Positive Commissionable Revenue Due for future months which would otherwise be payable to You. If the Amount Due for a particular Calendar Month does not exceed fifty Euro (€50.00) (the "**Minimum Monthly**"),

**Amount**”), the Company is entitled to withhold and carry forward such amount to the end of the ensuing Calendar Month(s) in which the Amount Due (including any sums carried forward in this way) exceeds fifty Euro (€50.00), at which time payment shall be made in accordance with this clause 8.

8.6.8. All Affiliate Payments made to You by the Company under this Agreement:

8.6.8.1. are deemed exclusive of any VAT or other tax payable;

8.6.8.2. will be paid in Euro;

8.6.8.3. will be made on a monthly basis in arrears, approximately between the fifteenth (15th) and the end of each month for the Amount Due for the preceding Calendar Month.

8.6.9. You are responsible for providing the correct payment details.

8.6.10. You must promptly notify the Company in writing of any errors related to an Affiliate Payment made to You. If You do not notify the Company of any such error within six (6) months after the Affiliate Payment has been made, the Company will not be obligated to make any retroactive adjustments to such already executed Affiliate Payments.

8.6.11. If there is a pending Affiliate Payment due to You for a period of six (6) Calendar Months or more as a result of incorrect payment details, missing payment details, invalid or no-longer-valid payment details, such Affiliate Payment will be cancelled. In such an event, You shall forfeit any entitlement to receive said Affiliate Payment, and the Company shall bear no further liability in relation to the cancelled Affiliate Payment.

## 9. **HIGH ROLLER POLICY**

9.1. The following High Roller Policy, as detailed in this clause 9, shall apply when Negative Commissionable Revenue is generated in any given Calendar Month by any High Rollers (as defined hereunder).

9.2. If in any given Calendar Month:

9.2.1. a Customer generates Negative Commissionable Revenue of at least fifty thousand Euro (€50,000.00) after tax; and

9.2.2. the Net Commissionable Revenue in that Calendar Month (for each Brand, as applicable) for You is negative;

then such Customer shall be deemed to be a high roller (“**High Roller**”).

9.3. If both criteria under clause 9.2 are met, then the Negative Commissionable Revenue generated by the High Roller will be carried forward and offset against future Positive Commissionable Revenue generated by that High Roller in subsequent months until such Negative Commissionable Revenue is cleared.

9.4. Any Negative Commissionable Revenue carried forward cannot be set-off against other Customers’ Positive Commissionable Revenue.

9.5. The Negative Commissionable Revenue generated by the High Roller will be isolated and will not affect the Reward due to You for other Customers during that given Calendar Month.

9.6. If, within (6) months from the event resulting in a High Roller being determined as such, the Negative Commissionable Revenue generated by that High Roller is completely set off against the Positive

Commissionable Revenue generated by that High Roller, such High Roller will no longer be classified as such and shall rejoin the pool of Customers for which a Reward may be generated.

- 9.7. If, after the lapse of the period referred to in clause 9.6 above, the Negative Commissionable Revenue generated by that High Roller is not set off in accordance with clause 9.6, any future Positive Commissionable Revenue and/or Negative Commissionable Revenue that may be generated by that High Roller shall no longer be taken into consideration, and that High Roller shall be excluded from the pool of Customers for which You are eligible to generate a Reward indefinitely thereafter.

## **10. SUB-AFFILIATES**

- 10.1. Where a new affiliate registers for the Affiliate Program for the first time via the Tracking Links (a “**Sub-Affiliate**”) You may also be entitled to a payment equivalent to the percentage notified to You via the Affiliate Program Portal, of any payments made to such Sub-Affiliate under its affiliate agreement with the Company (“**Sub-Affiliate Commission**”).
- 10.2. Sub-Affiliates may not be directly or indirectly owned or controlled by You or Your Immediate Family and You shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate.
- 10.3. In the event that any payment to a Sub-Affiliate is reclaimed under the terms of its agreement with the Company, or Sub-Affiliate Commission is generated by You in breach of clause 10.2 above, You will promptly repay the amount generated as a Sub-Affiliate Commission on receiving notice from the Company. The Company will be entitled to set-off any amount owed as a result against future Affiliate Payments under this Agreement.
- 10.4. All Sub-Affiliate Commission payments due to You under this clause 10 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.
- 10.5. The Company may, at its sole discretion, change the percentage of the Sub-Affiliate Commission due under clause 10.1 above in respect of any future Sub-Affiliates You refer to the Affiliate Program at any time, by giving notice to You.
- 10.6. Payments under this clause 10 will be made in accordance with clause 8.6 and subject clause 9 above.

## **11. INTELLECTUAL PROPERTY**

- 11.1. You acknowledge that all IPR in the Brand(s), Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services provided by the Company and/or any Group Company (“**Company IPR**”) belong and shall belong to the Company and/or the Group Companies (as applicable). You shall have no rights in or to the aforementioned Company IPR, Tracking Links, Tracking Codes, Affiliate Program, Property Site(s) and/or any of the products and/or services other than as provided for exclusively in this Agreement. All IPR in any third party materials shall belong to the third party owner thereof.
- 11.2. Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any IPR and/or data that is not owned by the Company and/or the COE Group Companies (as applicable). In the event that You require access to any such IPR and/or data, You agree that You will give the Company an opportunity to secure rights to the same and (if it becomes necessary to do so) You will pay the costs of securing a licence to the same from the relevant third-party IPR and/or data owner or else, either Party may terminate this Agreement immediately.
- 11.3. 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 IPR which may affect the supply or use of the Tracking Links.

11.4. You shall not assert the invalidity, unenforceability, or contest the ownership of any Company IPR in any action or proceeding of any kind and shall not take any action which may prejudice the relevant owner's rights thereto, render them generic, or otherwise weaken their validity or diminish their associated goodwill.

11.5. If the Company discovers that You have breached this Agreement and referred Customers by inappropriate usage of the relevant Company and/or any Group Company IPR (without the aforementioned entities' prior approval), the Company, at its sole and absolute discretion, reserves and retains the right to take various actions, including but not limited to, withholding and forfeiting of Affiliate Payments and/or immediately and unilaterally terminating this Agreement in line with clause 16.2.

## **12. DATA PROTECTION**

12.1. You acknowledge that the security of the Affiliate Program, its data and its systems is fundamental to the business of the Company.

12.2. If You become aware of a breach or potential breach of security relating to the Tracking Links, You shall immediately notify the Company of any such breach or potential breach and You shall use Your best endeavours to (i) ensure that any potential breach does not become an actual breach and/or (ii) to remedy any actual breach and its consequences.

12.3. You warrant that You will at all times comply with the provisions of the EU Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent European Union legislation in relation to the protection of personal data and any similar or equivalent legislation in any other relevant jurisdiction, which is applicable to the Affiliate Site and Your activities. Additionally, You shall comply with Your obligations under Appendix I.

## **13. CONFIDENTIAL INFORMATION**

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 shall either Party 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.

13.2. This obligation will not apply to any Confidential Information that:

13.2.1. has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

13.2.2. is obtained from a third-party without breach of this clause or any other duty of confidence;

13.2.3. has been disclosed to a Party by a third-party, other than a Group Company not in breach of any duty of confidence;

13.2.4. is trivial or obvious;

13.2.5. 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

13.2.6. is in the possession of the Party at the time the Confidential Information was disclosed to it by the other Party or which is independently developed without reference to any Confidential Information of the other Party.

13.3. Each Party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and in the case of the Company and/or to any Group Company (and their respective directors, other officers, employees, advisers and sub-contractors) 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.

13.4. On termination of this Agreement for whatever reason, each Party shall (on request) deliver 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 and/or any Group Company.

13.5. 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.

#### **14. INDEMNITIES**

14.1. You will indemnify and hold harmless the Company and/or any Group 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 and/or any Group Company in consequence of any breach by You of your obligations under this Agreement.

#### **15. LIMITATIONS ON LIABILITY**

15.1. 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 sub-contractors) to you whether in contract, tort, statute, equity or otherwise.

15.2. The Company and the Group Companies shall not be liable to You for any losses relating to Your use of the (i) Tracking Links, (ii) Tracking Codes, (ii) the Affiliate Program (including the Affiliate Program portal), and/or (iii) any breach of this Agreement by the Company and/or any Group Company, including but not limited to 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 you as a result of an action brought by a third-party) even if such loss was reasonably foreseeable or if You had been advised of the possibility of incurring such loss.

15.3. No exclusion or limitation set out in this Agreement shall apply in the case of (i) fraud or fraudulent misrepresentation, (ii) gross negligence, (iii) wilful misconduct, and (iv) death or personal injury resulting from the negligence of any Party or any of their employees, agents or sub-contractors.

15.4. The time limit within which You must commence proceedings against the Company to recover on any claim shall be six (6) months from the date You become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

#### **16. TERM AND TERMINATION**

16.1. This Agreement shall commence on the Commencement Date and unless otherwise specified herein, shall continue until either Party serves twenty (20) Business Days' written notice of their intention to terminate (the "Term").

16.2. The Company may terminate this Agreement immediately:

- 16.2.1. if You breach 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;
  - 16.2.2. in the event You suspend or threaten to suspend payment of your debts, or are unable to pay your debts as they fall due, begin negotiations for, or make any voluntary arrangement with your creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of your assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);
  - 16.2.3. in the event You are made the subject of a bankruptcy petition or order;
  - 16.2.4. in the event You cease or threaten to cease carrying on your business;
  - 16.2.5. if You, at the Company's sole discretion, are found to be in breach of the terms of any applicable advertising code of practice, including but not limited to the CAP code, and any voluntary codes the Company has agreed to abide by;
  - 16.2.6. if the Company ceases to accept Customers from, or to advertise in the Approved Jurisdiction;
  - 16.2.7. if You fail to comply with any of the regulations mentioned in this Agreement;
  - 16.2.8. if You fail to change the web address of the Affiliate Site on the Company's request in accordance with clause 4.2.6;
  - 16.2.9. if, subject to clause 4.8, You are found to have benefitted from traffic generated in breach of clause 4.7;
  - 16.2.10. if You are found to be in breach of any of the advertising requirements for affiliates approved to offer services in the Netherlands provided for under clause 5;
  - 16.2.11. if You are found to be in breach of any of the warranties provided for under clause 6.1; and/or
  - 16.2.12. in any of the instances provided for pursuant to clause 8.6.3.
- 16.3. Clauses 16.2.2 and 16.2.3 will apply if any event occurs, or proceeding is taken, with respect to You in any jurisdiction to which You are subject, that has an effect equivalent or similar to any of the events mentioned in those clauses.
- 16.4. Except as set out in clause 16.6 and 16.7 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.
- 16.5. On termination of this Agreement all licences granted to You pursuant to this Agreement will immediately terminate.
- 16.6. Without prejudice to any applicable Extended Payment Term provided for in clause 8.3.3, if Your Agreement is terminated under clause 16.1, no new Affiliate Payments shall be due to You pursuant to clauses 8 and 10 following such termination.
- 16.7. If Your Agreement is terminated for any reason under clause 16.2 any Affiliate Payment due to You under this Agreement at the time of termination shall be forfeited and, subject to clause 8.3.4, You will not be entitled to receive any further Affiliate Payments pursuant to clauses 8 and 10 following such termination.

16.8. Clause 13 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.

## **17. AMENDMENTS**

17.1. The Company reserves the right to review and modify the terms of this Agreement in whole or in part at its sole discretion. You shall be notified of any changes at least fifteen (15) Business Days prior to any amendments pursuant to this clause 17.1 come into effect.

17.2. Additionally, the Company reserves the right to modify the terms of this Agreement at any time to comply with any directive issued by the Ksa and/or any other legal or regulatory requirement, by providing written notice to You. For any amendments pursuant to this clause 17.2, the Company shall strive to notify of any changes at least fifteen (15) Business Days prior to any such amendments coming into effect, however, You acknowledge that this may not always be possible and as such a shorter notification period may be necessary, as specified in the Company's notification to You.

17.3. During the notice periods pursuant to clauses 17.1 or 17.2 (as applicable) You may: (i) accept the amended Agreement, or (ii) reject the amended Agreement.

17.4. If You do not respond to the Company within the notice period stipulated in clauses 17.1 or 17.2 (as applicable) with Your acceptance or rejection of the amended Agreement, You shall be deemed to have rejected the amended Agreement. Consequently, Your participation in the Affiliate Program shall be withdrawn and your Agreement shall be terminated.

17.5. Upon termination of Your Agreement pursuant to clause 17.3 (ii) or 17.4 above, You will no longer be able to participate in the Affiliate Program, and without prejudice to any applicable Extended Payment Term provided for in clause 8.3.3.2, no new Affiliate Payments shall be due to You pursuant to clauses 8 and 10 following such termination.

## **18. ASSIGNMENT AND SUBCONTRACTING**

18.1. You may not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of the Company.

18.2. The Company may assign, novate or sub-contract any of its rights and obligations under this Agreement to any Group Company at any time without giving notice to You.

## **19. FORCE MAJEURE**

19.1. Neither Party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"), and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for fifteen (15) Business Days, the Party not affected may terminate this Agreement immediately by giving written notice to other Party.

## **20. SEVERABILITY**

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

20.1.1. the Parties as a partnership, association, joint venture or other co-operative entity; or

20.1.2. 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.

## **21. NO WAIVER**

21.1. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

21.2. 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.

## **22. THIRD-PARTY RIGHTS**

22.1. Except for the Company, any Group Company, and/or any party elected by them, no third-party may enforce any rights granted to it under this Agreement.

## **23. NOTICES**

23.1. Notices and communications from the Company will be made by e-mail to the address provided by You in Your Affiliate Sign Up Form to join the Affiliate Program.

23.2. You should send all notices and communications to [connect@comeonconnect.com](mailto:connect@comeonconnect.com) or such other e-mail address as notified to You via the Affiliate Program portal from time to time.

23.3. 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.

## **24. GOVERNING LAW AND FORUM**

24.1. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of Gibraltar and the Parties hereby irrevocably submit to the jurisdiction of the courts of Gibraltar.

## **25. ENTIRE AGREEMENT**

25.1. 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.

## APPENDIX 1

### DATA PROCESSING AGREEMENT

#### 1. INTERPRETATIONS

- 1.1. The terms **“Controller”/“Data Controller”, “Processor”/“Data Processor”, “Personal Data”, “Process”/“Processing”, “Personal Data Breach”, “Data Protection Impact Assessment”, “Data Subject”, and “Data Subject Access Request”** shall all have the same meaning as that provided for in the GDPR (as defined hereunder).
- 1.2. **“Adequate Country”** means any country, territory or one or more specified sectors within that country, or organisation located outside of the European Economic Area which is recognised by the European Commission as ensuring an adequate level of protection of Personal Data.
- 1.3. **“Data Protection Legislation”** shall mean:
  - 1.3.1. the General Data Protection Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**“GDPR”**);
  - 1.3.2. the Data Protection Act 2018 (Cap 586 of the Laws of Malta);
  - 1.3.3. any other applicable laws and regulations regulating the processing of personal data and/or privacy which apply to any party to this Agreement; and
  - 1.3.4. if applicable, any guidance and code of practices issued by the relevant competent supervisory authorities.
- 1.4. **“Purpose”/“Business Purpose”** means the purpose/s defined in Annex I.
- 1.5. **“Service”** means the service to be provided by the Processor to the Controller detailed in Annex I (Purpose) and the Agreement to which this Data Processing Agreement is being attached.
- 1.6. **“Sub-Processor”** means any third-party appointed by the Processor to assist it in the Processing of Personal Data on behalf of the Controller.
- 1.7. Capitalised terms not defined in this Data Processing Agreement shall have the same meaning assigned to them in the Agreement to which this Data Processing Agreement is being attached.

#### 2. SCOPE AND APPLICATION

- 2.1. The Parties agree that the terms and conditions defined in this Data Processing Agreement shall regulate the transfer of Personal Data from the Controller to the Processor.
- 2.2. The Parties hereby acknowledge and agree that in relation to the processing of Personal Data You shall be the Processor wherein You carry out Your operations solely to drive traffic towards the Controller.
- 2.3. Provided that You acknowledge and agree that the Personal Data of the Controller includes Personal Data from the Group Companies and/or related entities to the Controller, and You further acknowledge understand and accept that the terms and obligations of this Data Processing Agreement shall also include and apply in respect of all and any Personal Data from the Group Companies and/or related entities.

- 2.4. Provided further that You shall be deemed a Controller in Your own right where You manage Data Subjects for the purpose of providing Customers to the Controller and up to the point before You direct the Data Subjects to the Controller.

### **3. DATA PROTECTION OBLIGATIONS**

- 3.1. The Parties hereby undertake to comply with all applicable Data Protection Legislation requirements. The provisions in this Data Processing Agreement are in addition to, and do not relieve, remove or replace, either Party's obligations or rights under Data Protection Legislation.

### **4. PROCESSING**

- 4.1. The Parties acknowledge that where the Processor is required to Process Personal Data on behalf of the Controller, it shall do so subject to the following conditions that:
  - 4.1.1. The Processing of Personal Data is undertaken solely for the purpose and to the extent detailed in Annex I and subject to the security measures detailed in Annex II, both respectively attached to this Data Processing Agreement. The Processor shall not otherwise Process Personal Data for any other purpose or without any specific written instruction from the Controller;
  - 4.1.2. The Processor shall maintain a record of its Processing activities as provided for in Article 30 of the GDPR;
  - 4.1.3. The Processor shall handle the Personal Data with the same care and scrutiny as if the Personal Data being Processed were its own; and
  - 4.1.4. The Processor shall assist in ensuring compliance with Article 32 to 36 of the General Data Protection Regulation (Security of the Personal Data and Data Protection Impact Assessments and Prior Consultation) taking into account the nature of the processing and the information available to the Processor.
- 4.2. The Processor also undertakes to notify the Controller in writing where it deems that an instruction of the Controller infringes Data Protection Legislation.
- 4.3. Where the Processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("**Sensitive Data**"), the Processor shall apply specific restrictions and/or additional safeguards.

### **5. ACCESS**

- 5.1. The Processor shall ensure that access to Personal Data is restricted to such individuals, parties or entities requiring access for the purpose detailed in Annex I and strictly necessary for the individual, party or entity concerned to perform its duties.
- 5.2. The Processor shall also ensure that individuals, parties or entities requiring access pursuant to the preceding clause:
  - 5.2.1. are informed of the confidential nature of the Personal Data;
  - 5.2.2. are subject to legally binding confidentiality obligations in relation to Personal Data; and
  - 5.2.3. have received appropriate training on Data Protection Legislation and the handling Personal Data.

## **6. RETURN/DESTRUCTION OF DATA**

- 6.1. On termination or expiry of this Agreement, the Processor shall, at the choice of the Controller, either:
  - 6.1.1. delete securely; or
  - 6.1.2. return all Personal Data to the Controller and delete all existing copies of the Personal Data from its systems.
- 6.2. In such circumstances the Processor shall also provide written confirmation to the Controller evidencing compliance with the provision of this Clause in relation to the deletion of Personal Data.

## **7. APPOINTMENT OF SUB-PROCESSORS**

- 7.1. Where the Processor intends to employ sub-processors to assist it in the processing of Personal Data, it shall do so subject to the following conditions that:
  - 7.1.1. the Sub-Processor agreement is on terms which are substantially the same as this Data Processing Agreement and terminated automatically on termination of this Data Processing Agreement; and
  - 7.1.2. The Controller is notified of such appointment in advance with the option to terminate the Agreement without any liability within thirty (30) days of such notification;

Provided that notwithstanding the foregoing, the Processor shall remain liable in full to the Controller for the processing of Personal Data in compliance with this Data Processing Agreement.

## **8. INTERNATIONAL DATA TRANSFERS**

- 8.1. The Processor shall not transfer Personal Data outside the European Union and/or European Economic Area unless expressly authorised by the Controller and subject to:
  - 8.1.1. appropriate safeguards, as provided for in Article 46(2) of the GDPR for transfers to countries not considered as ensuring an adequate level of protection; and
  - 8.1.2. enforceable rights and effective legal remedies available to the Data Subject.

## **9. DATA PROTECTION IMPACT ASSESSMENTS**

- 9.1. The Processor shall, as requested by the Controller, provide all reasonable assistance to the Controller in preparation of any Data Protection Impact Assessment prior to commencing any processing. Provided that where costs are involved, they shall always be borne by the Party requesting such assistance.

## **10. PERSONAL DATA BREACH**

- 10.1. The Processor shall notify the Controller without undue delay, and in any event within twenty-four (24) hours of becoming aware of a Personal Data Breach using such reporting mechanisms as specified by the Controller if:
  - 10.1.1. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data; or
  - 10.1.2. the Processor or any third-party Sub-Processor engaged by, or on behalf of, the Processor receives any Personal Data Breach notification, complaint, notice or communication which

relates directly or indirectly to the processing of Personal Data or to either Party's compliance with Data Protection Legislation.

10.2. In all circumstances the Processor shall provide full cooperation, information and assistance to the Controller in relation to such Personal Data Breach, compliance notice or communication.

## **11. DATA SUBJECTS AND OTHER REQUESTS**

11.1. The Processor shall promptly notify the Controller if:

11.1.1. it receives a request from a Data Subject under any Data Protection Legislation in respect of Personal Data;

11.1.2. it receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation, including from any supervisory authority in connection with this Data Processing Agreement; or

11.1.3. it receives a request from any third-party for the disclosure of Personal Data.

11.2. In such circumstances, the Processor also:

11.2.1. undertakes not to respond to requests made except with any express instructions from the Controller and to the extent permitted by the applicable Data Protection Legislation; and

11.2.2. provide all the necessary assistance and cooperation (including without limitation implementing technical and organisational measures) to enable the Controller to fulfil its obligations under Data Protection Legislation.

## **12. COMPLIANCE AUDITS**

12.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations provided for in this Data Processing Agreement and the applicable Data Protection Legislation in a timely manner. The Parties further undertake to provide the necessary assistance in the case of audits or inspections carried out by or on behalf of the Controller or any relevant supervisory authority.

## **13. WARRANTY AND INDEMNITY**

13.1. Each Party warrants to the other that it will process the Personal Data in compliance with the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments.

13.2. Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the first Party or its employees or agents to comply with any of its obligations under this Agreement.

## **14. CONFIDENTIALITY**

14.1. The Parties acknowledge that Personal Data shall be treated as Confidential Information and subject to the confidentiality obligations as provided for in the Agreement.

## **15. GOVERNING LAW AND JURISDICTION**

15.1. This Data Processing Agreement shall be governed by the laws provided for in the Agreement and the Parties shall also submit to the jurisdiction specified therein.

## **16. TERM AND TERMINATION**

- 16.1. The Term of this Data Processing Agreement shall be that as provided for in the Agreement to which this Data Processing Agreement is attached.
- 16.2. Without prejudice to any provisions of the GDPR, in the event that the Processor is in breach of its obligations under this Data Processing Agreement, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with the clauses in this Data Processing Agreement or the Agreement is terminated.
- 16.3. The Processor shall promptly inform the Controller in case it is unable to comply with the clauses of this Data Processing Agreement, for whatever reason.
- 16.4. The Controller shall be entitled to terminate the Agreement insofar as it concerns Processing of Personal Data in accordance with these clauses if:
- 16.4.1. the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to clause 16.2 and if compliance with these clauses is not restored within a reasonable time and in any event, within one (1) month following suspension;
  - 16.4.2. the Processor is in substantial or persistent breach of these clauses or its obligations under the GDPR; and/or
  - 16.4.3. the Processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these clauses or to the GDPR.
- 16.5. The Processor shall be entitled to terminate the Agreement insofar as it concerns processing of Personal Data under these clauses where, after having informed the Controller that its instructions infringe applicable legal requirements, the Controller insists on compliance with the instructions.
- 16.6. The provisions of this Data Processing Agreement which either expressly or by implication are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.
- 16.7. Termination or expiry of this Data Processing Agreement for whatever reason shall not affect any accrued rights, remedies, obligations or liabilities of the Parties existing on the date of termination or expiry.

## **17. NOTICES**

- 17.1. For the purpose of escalating any queries, complaints or required notices in pursuant to this Data Processing Agreement, the contact person for the Controller shall be the Data Protection Officer at [dpo@comeon.com](mailto:dpo@comeon.com).
- 17.2. Any notice delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and shall be deemed delivered on the receipt of the request receipt or written confirmation.

## **18. HIERARCHY**

- 18.1. In the event of a contradiction between the clauses of this Data Processing Agreement and the provisions of related agreements entered into between the Parties on the same subject matter, the clauses of this Data Processing Agreement shall prevail.

## ANNEX I: DETAILS OF THE PROCESSING

Subject Matter	Details
Business purpose:	To provide the Services pursuant to the Agreement.
Duration of the Processing:	For the duration of the Agreement.
Categories of Data Subjects:	Customers of the Company and/or Authorised Entities (as applicable).
Types of Personal Data:	Tracking links generated to identify users that visit the Property Site(s) via an affiliate; customer ID; username; registration data and deposit information required where a threshold applies.
Plan for return or destruction:	Upon expiry or termination of the Agreement.
Sub-Processor/s:	Affiliate is to advise of any sub-processors that may be involved in providing the Service in advance.

## ANNEX II – SECURITY MEASURES

The Processor shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR. In particular but without limitation, the Processor shall implement the following security measures:

- *Measures of pseudonymisation and encryption of personal data;*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing;*
- *Measures for user identification and authorisation;*
- *Measures for the protection of data during transmission;*
- *Measures for the protection of data during storage;*
- *Measures for ensuring physical security of locations at which personal data are processed;*
- *Measures for ensuring events logging;*
- *Measures for ensuring system configuration, including default configuration;*
- *Measures for internal IT and IT security governance and management;*
- *Measures for certification/assurance of processes and products;*
- *Measures for ensuring data minimisation;*
- *Measures for ensuring data quality;*
- *Measures for ensuring limited data retention;*
- *Measures for ensuring accountability; and*
- *Measures for allowing data portability and ensuring erasure.*

The Controller reserves the right to request further information on the adoption of such security measures to verify compliance with this Annex II.

### **ANNEX III – STANDARD CONTRACTUAL CLAUSES**

With reference to Appendix I (Data Processing Agreement), the transfer between the Data Controller and Data Processor located outside the European Union, European Economic Area and/or an Adequate Country will be subject to the Standard Contractual Clauses published by the European Commission on 4th June 2022 (EU SCCs), which are deemed incorporated into and form a part of the Data Processing Agreement, as follows:

In relation to transfers of Personal Data protected by the EU GDPR, the EU SCCs will apply, completed as follows:

- 1) Module Two will apply;
- 2) in Clause 7, the optional docking clause will not apply;
- 3) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-
- 4) processor shall be of twenty (20) days;
- 5) in Clause 11, the option will not apply;
- 6) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by Irish law
- 7) where the law of the EU Member State in which the data exporter is established
- 8) does not allow for third party beneficiary rights;
- 9) in Clause 18(b), disputes will be resolved by the courts of the jurisdiction stated
- 10) in the ComeOn Connect Terms;
- 11) Annex I of the EU SCCs is deemed completed with the information set out in
- 12) Annex I to the Data Processing Agreement and the competent supervisory
- 13) authority will be determined in accordance with the EU GDPR and Clause 13 of
- 14) the EU SCCs;
- 15) Annex II of the EU SCCs is deemed completed with the information set out in
- 16) Annex II to this Data Processing Agreement;
- 17) Annex III of the EU SCCs is deemed completed with the information set out in
- 18) Annex I to the Data Processing Agreement.