

## Advertiser – Terms and Conditions (Partnership Network)

These terms and conditions "T&Cs" set out the terms and conditions by and between:

Kiickr Ltd. (hereinafter referred to as the 'Company'), a company registered in Malta with C 103411 (the 'Company', the 'Affiliate')

and

you (the "Advertiser" or "you").

You hereby agree to abide by all the terms and conditions set out in this Agreement.

The Affiliate and the Advertiser are hereinafter jointly also referred to as the "Parties" and each individually as a "Party".

Background:

- A. The Advertiser Group (whether via the Advertiser or one of its Group Companies) is the owner and/or Advertiser of one or several online B2C gambling websites (or equivalent applications for mobile devices) which may be supplemented with additional websites/applications from time to time, the "Website(s)".
- B. The Advertiser wishes to engage the Affiliate Group to promote the Advertiser Group's services and drive persons to the Website(s), and the Company agrees to procure partnership networks in the form of sub-affiliation (hereinafter referred to as the Partnership Network) to do so subject to the parties entering into an IO or any other form of agreement or deal which shall be regulated by these terms and conditions.
- C. Affiliate shall have the right to outsource its affiliate marketing activities to third-party Partnership Networks in accordance with the terms and conditions agreed in the Insertion Order (IO) provided that Advertiser remains fully responsible for the actions and compliance of its networks under this Agreement, and Affiliate shall exercise due diligence in selecting reputable networks who will adhere to the terms of this Agreement and any applicable laws and regulations.

The terms "Affiliate" and "Company" as used in this Agreement may be used interchangeably, and all rights, obligations, and provisions applicable to one party shall also apply to the other, as contextually appropriate and unless expressly stated otherwise. For the avoidance of doubt, references to "Affiliate" shall include the "Company" and vice versa, ensuring that both parties are subject to the same terms and conditions under this Agreement.

Agreed Provisions:

### 1. Definitions and Interpretation

For the T&Cs the following capitalised words and expressions have the following meanings:

"Account" means an account identified by a unique username/or email or any other identification like Account ID, that the Company, directly or indirectly, holds with the Advertiser from time to time.

"Admin Fee" means any other related fee or deductions which have not already been deducted as a bonus pay-out and/or a Market tax before the calculation of the Net Revenue. Unless otherwise expressly provided by virtue of a separate agreement, no Admin Fee shall apply to all present and future insertion orders or any other form of agreement agreed between the Parties which are concluded on or after entering into IO or any other form of agreement;

"Advertiser Group" means the Advertiser and its Group Companies (or any of them as the context requires);

"Affiliate Controlled Source" means any source from which Affiliate or networks generates visitors to the Website(s), including but not limited to websites, email marketing, offline campaigns, paid search, banner display advertising, SEO, organic social, paid social and native advertising;

"Affiliate Group" means the Affiliate and its Group Companies (or any of them as the context requires);

"Affiliate Link" means the link provided to the Company by the Advertiser (or via the affiliate system), which enables the Advertiser Group to identify the Company as an affiliate or the introduced partner network as the case maybe or enables the Advertiser Group to identify a visitor to any of the Website(s) as having been directed there from the Affiliate Controlled Source.

"Agreement" means 'Agreement' means the Insertion Order (IO), these Terms and Conditions and the Privacy Notice, or any other form of agreement between the parties through different means of communication, if applicable, and any other rules, guidelines or instructions or addendums entered between the Advertiser and the Affiliate

"Confidential Information" means all sorts of information including but not limited to commercial, financial, technical, intellectual or essential for any of the Parties. For example, list of customers, records, financial reports and conditions, trade secrets, know-how, prices and sale information, business know-how, products, strategies, database, technology, marketing plans, manners of operation, market opportunities, designs, inventions, developments and personal data of the Company.

"CPA" means the payment due to the Affiliate for each first-time depositing customer delivered by the Affiliate, regardless of monetary value of first deposit OR whereby the cumulative deposit has a baseline as agreed between the parties.

"Cookies" means that mechanism used by the Advertiser Group to store and retrieve information about, and identify, a visitor to the Website(s);

"Effective Termination Date" as defined in Clause 4.3;

"Fees" means the fees payable by the Advertiser to the Company hereunder as calculated in accordance with the relevant IO or with any form of agreement agreed between the parties subject to the provisions of Clause 4;

"Group Company" means, in relation to either Party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that Party (and for the purposes of these T&Cs, "holding company" and "subsidiary" shall be as defined in the Maltese Companies Act 2006;

"Gross Revenue" means a Player's total monthly gaming across the Advertiser's products;

"Intellectual Property Rights" means any copyrights, patents, trademarks, service marks, inventions, domain names, brands, business names, utility brands, rights in computer software, source codes, rights in databases, and know-how, as well as design rights.

"Lifetime" means the period of time, irrespective of and notwithstanding the termination of the Agreement (including the IO and/or any part therein), during which a player, referred by the Affiliate or Partner Network, keeps a deposit and/or account with the Advertiser as a gambling operator and/or with any Advertiser Website and/or is a registered user of, or otherwise active on, any Advertiser Website or any Advertiser platform providing online or digital gambling services or is a registered user of, or otherwise active on, the Website(s).

"Marketing Materials" means any marketing or creative materials that have been provided or otherwise made available to one Party (and/or its Group Companies) by the other (and/or its Group Companies) in connection with Affiliate or Partner Network services to the Advertiser and/or these T&Cs from time to time.

"Marks" means each Party and its Group Companies' respective brands, logos, devices, trademarks, domain names, service names and/or trade names.

"Market tax" means applicable gaming taxes and betting duties payable and actually paid by the Advertiser.

"Net Revenue" means calculated on monthly basis, the Gross Revenue less bonus pay-outs less Admin Fee (if applicable) less Market tax

"Partner Network" means any third-party entity or individual that the Company engages or collaborates with to generate traffic or leads to the Advertiser's Website(s). The Partnership Network operates under the Company's affiliate account

"Player Account" means a uniquely identifiable account or profile that enables a Referred Player, or a prospective Referred Player, to participate in any of the services offered via the Website(s) from time to time.

"Profit share deal" refers to the agreement between the Advertiser and the Affiliate, as outlined in the Insertion Order or with any form of agreement agreed between the parties, that involves Revenue Share.

"Qualified Player" means a Referred Player who after opening a Player Account makes a first deposit of money into the account of a member of the Affiliate Group Company;

"Referred Player" means a person who (i) has been introduced or referred to the Website(s) via any of the Affiliate Controlled Source; (ii) that has not previously held a Player Account; and (iii) registers with any member of the Advertiser Group by either: • using an Affiliate Link or Bonus Code; • using a Cookie provided by Affiliate or Partner Network; and/or • registering through a landing page or page on the Website(s) as it may appear from time for which a URL link is provided to Affiliate or Partner Network, and whether or not such Referred Player is or becomes a Qualified Player;

"Revenue" means the total value of the accumulated Revenue Share and CPA that is due to the Affiliate.

"Revenue Share" means the set percentage of either Net Revenue or Gross Revenue generated by a Qualified Player. This share is paid monthly by the Advertiser to Affiliate, following the stipulations of the Terms and Conditions and the corresponding Insertion Order.

"Term" as defined in Clause 10;

"Tracker" means any method used by the Advertiser Group to positively identify a person as having been introduced or referred to a Website by, or otherwise tracked to, the Company whether or not such person is or becomes a Qualified Player; and "Website(s)" as defined in the Background above.

Any references to legislation or provisions in these T&Cs, whether express or implicit, are to those statutes or provisions as amended or re-enacted from time to time. Clause references are to clauses in these T&Cs. The adjectives include and should be interpreted as illustrative rather than restrictive of the meaning or scope of the words before them. Faxes and email are examples of written references. Natural individuals, businesses, partnerships, and other organisations are all referred to as "persons" (whether or not in each case having separate legal personality). The plural is included in the singular, and vice versa.

## 2. Other Terms

Any amendments to these T&Cs shall be notified to the Advertiser through email, and shall have effect from the date of notice, unless they are contested within 7 days. In the event you do not wish to commence, or otherwise wish to terminate this Agreement due to the amendments, you are requested to email at [legal@kiickr.com](mailto:legal@kiickr.com) to terminate this Agreement.

## 3. Rights and Obligations of the Parties

3.1 Throughout the duration of this Agreement, Affiliate may facilitate or arrange the referral of individuals to the Website(s). In exchange for these referrals, the Advertiser agrees to pay Affiliate the specified Fees

3.2 Throughout the Term and indefinitely thereafter, the Advertiser shall track (and ensure that the Advertiser Group tracks) every person referred or introduced to a Website by the Company or the Partner Network as applicable, regardless of whether such individual becomes a Referred Player. The Advertiser agrees to use all reasonable efforts to ensure that all individuals who should be tracked according to these T&Cs are appropriately tracked at all relevant times on all Websites.

3.3 The Advertiser may not remove or interfere with a Referred Player from a Tracker, nor change or modify in any way the Tracker assigned to a specific person without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

3.4 The Advertiser will not (and will get that no individuals from the Advertiser Group will) interfere with Referred Players in any capacity that brings the Fees due down to the Company or in any case make any moves to falsely manipulate or artificially depress the Fees due to the Company.

3.5 If any person introduced or referred to a Website is moved, transferred, required to create a new player account with or via, or otherwise migrated to any alternative website or equivalent mobile application ("Alternative Website"), irrespective of whether such Alternative Website is, in whole or in part, beneficially owned and/or operated by the Advertiser Group, the Advertiser hereby undertakes that it shall procure that those persons are and remain adequately tracked, to the Company's sole satisfaction, on the Alternative Website and the Advertiser shall continue to pay, or procure payment of, the Fees in respect of any such persons in full as would otherwise have been payable by the Advertiser to the Company had no migration event or similar occurred.

3.6 If the Advertiser receives a warning or notification from any governmental body regarding non-compliance, the Advertiser shall immediately notify the Company and the Partner Network of such warning or notification.

#### **4. Fees and Payment**

4.1 In consideration for the Company introducing the Partner Network (or procuring the referral of) persons to the Website(s) through partnership networks, the Advertiser shall pay the Company the Fees in accordance with the terms of the T&Cs and IO or any form of agreement as otherwise agreed between the parties.

4.2 The Advertiser agrees that it shall not at any time vary the calculation of the Fees as set out in the IO or as agreed between the parties without the written consent of the Company.

4.3 The Advertiser agrees that, notwithstanding any termination of Company's Services or that of the Partner Network (the date of any such termination taking effect being the "Effective Termination Date"), the Fees payable to Company:

(a) in respect of all Qualified Players referred by the Company or the Partner Network as the case maybe, before the Effective Termination Date; and

(b) in respect of all Referred Players who are referred by the Company through Partnership Network of otherwise before the Effective Termination Date and then become Qualified Players after the Effective Termination Date, shall in each case be payable on a Lifetime basis if there is an applicable profit share deal between the Parties.

4.4 The Company may elect (at its absolute discretion) by notice in writing to the Advertiser not to receive any Fees in connection with Referred Players registered as resident in certain countries and/ or regions within countries. In the event of the provision of such notice to the Advertiser, the Advertiser undertakes to comply with its terms.

4.5 The Advertiser shall pay the Company in satisfaction of any invoice within fourteen (14) days of the date of that invoice.

4.6 The Advertiser shall make all payments to the Company in full via bank wire transfer to the bank account designated by the Company from time to time by an authorised representative of the Company. All amounts stated in the IO or these T&Cs or any other form of agreement agreed between the parties are exclusive of Value Added Tax (VAT) (which shall be payable if appropriate following receipt of a valid VAT invoice) and any other tax, duty, levy or similar charge which may from time to time be imposed. All payments shall be free and clear of any set off or other deduction unless expressly agreed hereunder.

4.7 The acceptance by the Company of a part payment of any sums required to be paid under these T&Cs shall not constitute a waiver or release of the right of the Company to payment in full of such sums.

4.8 All Accounts shall be treated separately, and no negative carry-over nor any high roller policy shall apply. For the avoidance of doubt, if any affiliate account has a negative balance by the end of a calendar month, the negative balance will be adjusted to a balance of zero by the start of the following calendar month.

4.9 Without prejudice to any other action permitted by applicable law, if the Advertiser fails to pay any sums owed to the Company by the due date, the Company shall be entitled to charge interest on the overdue amount at the rate of 4 per cent over the then current interest rate as established by the European Central Bank, which shall be charged from the day following the date on which the outstanding amount(s) fell due for payment up to the date of actual payment.

4.10 Neither Party shall at any time vary the fees, including without limitation their structure or manner of calculation, as set out in the IO, in the T&Cs or in any other form of agreement agreed between the parties, without the written consent of the other Party. Moreover, unless expressly agreed in the IO, no change of status of any accounts referred by the Affiliate is allowed for inactivity of the relevant player.

#### **5. Reporting and Audit**

5.1 The Company shall, throughout the Term and for an indefinite period thereafter, as/if applicable, have the right to request from the Advertiser (and the Advertiser shall promptly upon such request deliver to the Company) a report or reports in such format and frequency as the Company may reasonably request, which shall contain all information necessary to enable the Company to verify the accuracy of the payments received from the Advertiser under the IO, T&Cs or under any form of agreement as otherwise agreed between the parties, including the following information as it relates to the relevant period:

- (a) user identification, login and account names of each Referred Player and Qualified Player received by the Advertiser during the relevant period, including Tracker identification and date of registration;
- (b) the Affiliate Controlled Source that referred the Qualified Player to the Advertiser;
- (c) the date the relevant referral was made; and
- (d) details of amounts deposited and revenue per player, broken down by individual products/ offerings.

5.2 No more than twice in any calendar year, the Company may appoint an independent accountant to examine and audit the books and records kept by the Advertiser Group to verify compliance of the Advertiser with its payment obligations hereunder. The Advertiser shall be entitled to anonymise such player personal data as may be necessary in order to comply with its privacy obligations.

5.3 If the independent accountant determines that any amount paid pursuant to these T&Cs should be adjusted, the Advertiser shall make the adjustment payment within five (5) business days of such determination. In addition to such adjustment payment, the Advertiser shall pay to the Company interest on the adjustment amount, from the due date up to the date of actual payment, at the rate of 8% over the then current interest rate as established by the European Central Bank.

5.4 Any inspection or audit in accordance with this Clause 5 shall be at the Company's expense unless the inspection reveals a discrepancy in excess of 5% of sums due in which case the Advertiser shall reimburse the Company for the costs of any such audit.

## 6. Warranties

6.1 Each Party represents and warrants to the other that:

- (a) it is duly authorised to sign and execute this the Agreement;
- (b) it acts as agent for itself and all of its Group Companies and that it has the requisite rights, powers and authority to do so;
- (c) it has and will retain throughout the Term all right, title and authority to enter into these the Agreement, to grant to the other Party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement; and
- (d) it has obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable it to fulfil its obligations under this Agreement and that it fully complies with all applicable laws and regulations.

6.2 Each Party agrees to

- (i) perform any further act/s and execute and deliver any further document(s) which may be reasonably required to carry out the provisions of these T&Cs; and
- (ii) at all times act in good faith so as to preserve for the other Party the benefits intended under these T&Cs.

6.3 The Advertiser represents and warrants that it shall ensure that the Partner Network:

- (i) has the necessary licence / authority, if any;
- (ii) complies with all of the applicable laws, legislations and/or regulations on an ongoing basis;
- (iii) does not breach any warranty or obligation in performing its services;
- (iv) will provide the Company and the Partner Network with all necessary and accurate marketing materials, guidelines, and information required for promoting the Advertiser's products and services;
- (v) will approve any marketing materials created by the Company or the Partner Network in a timely manner;
- (vi) will not make any false or misleading claims about the Company, the Partner Network, or their respective products and services;
- (vii) will comply with all applicable data protection and privacy laws, including the General Data Protection Regulation (GDPR) and any other relevant regulations.
- (viii) will implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage;
- (ix) will provide the Company and the Partner Network with reasonable support and cooperation to facilitate the success of the Partnership Network.
- (x) it will not engage in any actions that could harm the relationship between the Company and the Partner Network or negatively impact the performance of the Partnership Network arrangement.

## 7. Indemnity

7.1 Each Party shall hold the other Party and its directors, officers, agents and employees, harmless from and against any and all liabilities, claims, suits damages, judgments, costs and expenses, including reasonable external legal fees, directly arising out of, or in connection with:

- (a) any negligence or intentional acts or omissions of the indemnifying Party in performing its duties or obligations under these T&Cs;
- (b) any breach of any applicable laws or regulations; and/or
- (c) any breach by the indemnifying Party of any warranty, representation or undertaking by the indemnifying Party contained in these T&Cs.

The Advertiser shall indemnify and hold the Affiliate or its directors, officers, agents and employees, harmless from and against any and all liabilities, claims, suits damages, judgments, costs and expenses, including reasonable external legal fees, directly arising out of, or in connection with the Partner Network:

- (a) any misuse, manipulation, or alteration of tracking data, reporting systems, or Fee calculations by the Advertiser or any member of the Advertiser Group that adversely affects the Fees payable to the Company or its Partner Networks;
- (b) any claim that the Advertiser's materials or the promotion thereof by the Company or its Partner Networks infringes upon the intellectual property rights of any third party;
- (c) any unauthorised access, use, or disclosure of personal data provided by the Company or its Partner Networks to the Advertiser, due to the Advertiser's failure to implement appropriate technical and organisational measures to protect such data
- (d) any fines, penalties, or actions taken by governmental or regulatory authorities against the Company or its Partner Networks as a result of the Advertiser's non-compliance with applicable laws or regulations.

In addition, the Company shall bear no liability in relation to the use made by Partner Network and visitors to the Company's Partner Network's on the website of the logos, banners, trademarks and other hypermedia links supplied by the Advertiser to the Company for the purposes of the Affiliate Market Network Program

## 8. Restriction Clause

The Advertiser, along with any entity within the Advertiser's Group of Companies, hereby agrees not to directly engage or otherwise, the Partner Network for a period of ninety (90) days following either the commencement or termination of this Agreement. During this period, the Advertiser and its Group Company shall refrain from entering into any contractual or business relationship with the Partner Network that might circumvent the intent of this clause. This provision is intended to ensure that the Partner Network is not solicited or otherwise engaged in a business relationship that could potentially undermine the business interests or competitive position of the original agreement entered into between the contracting Parties.

## 9. Intellectual Property Rights

8.1 The Advertiser hereby grants to the Company (for itself and each member of the Company Group) and the Partner Network for the Term a non-exclusive, irrevocable licence to use the Advertiser Marks and Marketing Materials for the purpose of fulfilling its obligations under these T&Cs and the Insertion Order or any form of agreement as otherwise agreed between the parties.

8.2 The Advertiser represents and warrants that the use by the Company and its Group Companies, and Partner Network/s of the Advertiser's Marks and Marketing Materials as permitted hereunder shall not infringe any intellectual property and/or other rights of any third party.

8.3 The Company (or the relevant member of the Company Group) is and shall remain the owner of all Intellectual Property Rights in any Marketing Materials which it creates or provides to the Advertiser (or any of its Group Companies), except only to the extent that such Marketing Materials contain the Advertiser's Marks or Marketing Materials.

## 10. Term and Termination

9.1 These T&Cs shall take effect from the Effective Date and shall continue indefinitely and in full force until such time as it is terminated in accordance with the provisions set out herein (the "Term").

9.2 These T&Cs may be terminated by either Party at any time, by providing two (2) weeks' written notice to the other Party in accordance with the notice requirements set out in Clause 11.

9.3. Each Party shall be entitled to immediately terminate these T&Cs:

- (a) if the other Party is in material breach of any term, condition or provision of these T&Cs and does not remedy such breach within seven (7) days of being required by written notice to do so; or
- (b) by either of the Parties by giving notice in writing (including by email) to the other Party if the other Party is declared bankrupt or insolvent by court order or if any bankruptcy or insolvency proceedings are commenced against the other Party or in the event of any similar situation indicating that the other Party is insolvent.

9.3.1. The Affiliate may also terminate this Agreement immediately by giving notice in writing (including by email) for any business reasons including but not limited to the termination of any relevant agreement between the Affiliate and the Partner Network or for any other reason without liability. Where Affiliate terminates this Agreement in accordance with this Clause it shall endeavour to provide a minimum of thirty (30) days' prior notice in writing of such termination, however, where this is not feasible, termination may be affected by Affiliate at such earlier day and without the requirement of notice. In such a case, the Affiliate shall nevertheless be entitled to compensation.

9.4 Any termination of the IO or any other form of agreement agreed between the parties shall automatically result in the termination of these T&Cs and the Agreement.

9.5 Termination of these T&Cs and/or the IO and/or any deal shall be without prejudice to the Advertiser's obligation to (a) make payment to the Company of any amounts accrued up to the date of such termination; or (b) to pay the Fees on a Lifetime basis as specified in Clause 4.3.

9.6. In the case of termination of the Agreement due to acquisition, transfer, merger, sale, assignment or any means which as a result, the Advertiser is in whole or in part, beneficially owned and/or operated by another third party other than the Advertiser whether forming part of the Advertiser Group or otherwise, the Advertiser shall exclusively guarantee that the third party shall continue to honour the Agreement from the date of acquisition, transfer, merger, sale or assignment. Should the third party not continue honouring the Agreement, the Advertiser shall be bound to pay the last two years of the generated revenue to the Affiliate as a form of penalty. For the sake of clarity, the amounts shall be the amounts invoiced during the last two years.

9.7. If the Advertiser terminates the Agreement without valid reason, the Affiliate shall have the right to request a payment penalty.

## 10. Limitation of Liability:

10.1 Neither party shall be liable to the other for any indirect, consequential, special, punitive, or incidental damages arising out of or related to this Agreement, including but not limited to loss of profits, loss of revenue, loss of data, or loss of business opportunity, even if such damages were foreseeable or if the party has been advised of the possibility of such damages.

10.2 The Affiliate's total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of Fees paid or payable by the Advertiser to Affiliate under this Agreement during the six (6) months immediately preceding the event giving rise to the liability. The limitations of liability set forth in this Clause shall not apply to: (a) Liability for death or personal injury caused by negligence; (b) Liability for fraud or fraudulent misrepresentation; or (c) Any other liability that cannot be excluded or limited under applicable law.

10.3 The provisions of this Clause shall survive the termination or expiration of this Agreement for any reason.

## 11. Notices

11.1 All notices or other communications required or permitted by these T&Cs will be in writing and will be sufficiently given if delivered as follows:

If to the Company: legal@kiickr.com

If to the Advertiser: To the email address the Company regularly uses to contact the Advertiser, or such other as specifically indicated by the Advertiser.

11.2 Any such emailed notices or communications will be deemed to have been effective upon the date of sending the email.

11.3 Any email address set forth or referred to in this Clause may be changed by written notice of such change provided as contemplated in this Clause.

## 12. Confidentiality

12.1 Each Party undertakes that it will not at any time disclose or permit the disclosure of any Confidential Information, except:

- a. to the extent required by applicable law or by any competent authority but in that case only after consultation with the other Party about the timing and content of such disclosure;
- b. to its professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose; and
- c. to the extent that such Confidential Information is or comes into the public domain other than as a result of the breach of these T&Cs.

12.2 The provisions of this Clause 12 shall survive the termination of these T&Cs, however occurring.

## 13. Data Protection

The Parties acknowledge that during the performance of the Agreement they may process personal data relating to the other Party's employees, consultants or other individuals that work for such a Party or its Partner Networks, their customers or contacts at customers, suppliers and other commercial partners. The Parties must keep personal data confidential and not use or disclose it other than as necessary and appropriate for the proper performance of the Agreement or to pursue a legitimate interest.

The Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), together with any applicable local data protection laws, as applicable from time to time, apply to the processing of both Parties' personal data in connection with the Agreement.

The Affiliate's privacy notice as per enclosed with this agreement or shared by Affiliate to the Advertiser.

The Parties acknowledge and agree to enter into a data processing agreement if the Company reasonably deems this suitable in relation to the performance of its obligations under the relevant IO or these T&Cs even after the signing of the IO and these T&Cs.

## 14. Applicable Law and Jurisdiction

14.1 These T&Cs shall be governed by and construed in accordance with the laws of Malta.

14.2 In the event of any dispute, controversy or claim arising out of or relating to these T&Cs, or the breach, interpretation, termination, or validity thereof, the parties agree to refer such dispute, controversy or claim to arbitration. The arbitration shall take place under the Rules of Arbitration as established under the Malta Arbitration Act (Cap 387 of the Laws of Malta), as in force at the time the dispute is referred to it. The place of arbitration shall be in Malta. There shall be one arbitrator jointly appointed by both Parties and/or in default of agreement on the arbitrator there shall be three arbitrators appointed in accordance with the said Rules. The arbitration shall be held according to the laws of Malta both insofar as matters of procedure as well as in relation to substantive matters. The language to be used in the arbitral proceedings shall be the English language. The Parties agree that the award of the arbitrators shall be the sole and exclusive remedy between them regarding any claims, counterclaims or other issues arising out of these T&Cs, and the award shall be final and binding.

## 15. Insertion Orders

The Parties may from time to time agree on insertion orders (each a "IO"). All IOs agreed between the Company and the Advertiser shall be governed by these T&Cs, if not otherwise specified. In case of any discrepancies between these T&Cs and the IO, the later shall prevail.

## 16. Miscellaneous

16.1 The Advertiser shall remain the sole Party responsible for the content of the Website(s) and for the conduct of its (and the Advertiser Group's) business in general. The Company acts purely as an intermediary in the acquisition of persons as customers of the Website(s).

16.2 The Parties are independent contractors. No partnership or joint venture is intended to be created by these T&Cs, nor any principal-agent or employer-employee relationship. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

16.3 No consent by a Party to, nor waiver of, a breach by the other, whether express or implied, shall constitute a consent to or waiver of or excuse for any other different or subsequent breach, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused, unless a written notice has been given to that effect.

16.4 These T&Cs shall be binding upon the Parties and each of their respective successors and permitted assigns and transferees.



16.5 The Advertiser shall not be entitled, without the prior written consent of the other, to assign, novate or otherwise transfer all or any of its rights or obligations under these T&Cs or the IO.

16.6 A Party shall not be liable for any failure to perform its obligations under these T&Cs or the IO if that failure is beyond the reasonable control of that Party including as a direct result of force majeure.

16.7 The Advertiser is solely and exclusively responsible to ensure that all information submitted in the Due Diligence Checklist and IO are correct, true and kept up to date at all times and accept that the Due Diligence Checklist and IO shall form an integral part of this Agreement.

16.8 If a provision of these T&Cs is held to be invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of these T&Cs shall continue to be effective to the extent that, in view of the Agreement's substance and purpose, such remainder is not inextricably related to and therefore severable from the invalid, illegal, not binding or unenforceable provision. The Parties shall make every commercially reasonable effort to reach an agreement on a new provision which differs as little as possible from the invalid, illegal, not binding or unenforceable provision, considering the substance and purpose of these T&Cs.

16.9 In case of any discrepancy between the meanings of the English version of this Agreement and any non-English translation of this Agreement, the English version shall prevail. Unless otherwise expressly agreed to in writing by and between the Parties, in case of any discrepancy between this Agreement and any informal or formal, verbal or written understanding, agreement, correspondence and or conversation by and between the Parties relating to the provision of the Affiliate Services by the Affiliate, this Agreement shall be taken to be the prevailing agreement reached by and between the Parties and shall supersede and replace any previous communications, understandings and arrangements previously in place by and between the Parties relating to the subject-matter thereof.

16.10 Affiliate's failure to enforce the Advertiser's adherence to all terms outlined in the Affiliate Agreement shall not be construed to constitute a waiver of the right to enforce such right at any time.

It shall be the sole responsibility of the Affiliate to keep updated with the latest version of this Agreement.

Nothing contained in this Agreement, nor any action was taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.