

Chilling Cheetah Group Affiliates Program Agreement

By ticking the box in the form linking to these terms and conditions, the Affiliate acknowledges that it has read this Agreement and agrees to be bound by the terms and conditions contained within including the applicable Schedule that constitute an integral part of this Agreement.

This agreement is made between you (the Affiliate) and Chilling Cheetah Limited.

This Affiliate Agreement (hereinafter "Agreement"), sets out the complete terms and conditions between Chilling Cheetah (hereinafter "CC", "we", "us", "our" as defined below) and "the Affiliate" (hereinafter "Affiliate", "you" "your"), regarding your request to participate as an Affiliate in the CC affiliate program (hereinafter "Affiliate Program"). This Agreement governs the business to business relationship between CC and you as our Affiliate.

It is important that you read and understand this Agreement. You may also wish to print it for future reference. By downloading a banner, text link, promotional materials, or any information pertaining to the Affiliate Program and placing it on your website(s), you agree to be bound by all the terms and conditions set out in this Agreement.

This Agreement supersedes all previous terms and conditions relating to the Affiliate Program or any affiliate program previously offered by CC in relation to any customers introduced via any links.

1. ENROLLMENT

1.1 If you wish to participate in our Affiliate Program, you will first have to register by completing the online application form and accept these Terms and Conditions of the Agreement. After receipt of the completed form, the application shall be reviewed by CC and if approved, confirmation shall be sent to the contracting party in writing.

1.2 Upon approval, an affiliate tracking code is assigned to the Affiliate. Players who register for an account at CC via the affiliate tracking code on the Affiliates' website and the turnover generated during such sessions, are registered to the Affiliate to which the tracking code is assigned.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

2.1 "Our Website(s)" refers to the applicable online site or platform that are owned, operated or controlled by CC OR by our Brand Partner OR on either our or the Brand Partners' behalf, from time to time and each of its related pages through which a Player opens a Player Account and/or accesses our Services.

2.2 "Your Website(s)" refers to the website where the affiliate will display CC banners, text links and other marketing materials that link to Our Website/s and which is maintained, operated or otherwise controlled by You.

2.3 "Affiliate Payment" is the amount due and payable to you monthly, as calculated based solely on our system's data and in accordance with the terms of this Agreement and the applicable Payment Structure.

2.4 "Affiliate Account" is the account in your name wherein data is held about your Affiliate Payment

2.5 "Affiliate Area" means the area of the Website that is accessible to you by logging on with your username and associated password, which provides certain 'members only' functionality, including facilities to check relevant statistics.

2.6 "Data Protection Laws" means any applicable statutory and regulatory provisions in force from time to time relating to the protection and transfer of personal data including any laws that cater for electronic communications including but not limited to email marketing and cookie-related laws and and, where applicable, the guidance and codes of practice issued by any relevant supervisory authority or similar authoritative entity.

2.6 "Services" means any product or service offered to Players on Our Websites.

2.7 "tracking code(s)" means the unique Tracking URL or Tracking Codes that we provide exclusively to you, through which we track Players' and Real Money Players' activities and calculate Your Affiliate Payments.

2.8 "Tracking URL" means a unique hyperlink or other linking tool for referencing our Site or Services through which you refer potential Real Money Players. When the relevant Player opens their Player Account, our system automatically logs the Tracking URL and records you as the Affiliate.

2.9 "Banners" and "Text Links" means the graphical artwork or text that includes tracking code IDs are made available by us, that you may use to connect players to our Services from your website (or other electronic method) or using other marketing materials.

2.10 "Brand Partner" means an operation by which the Brand Partner operates the Website, but the Brand is owned by CC.

2.11 "Marketing Materials" means Banners and Text Links and any other marketing materials that feature our Intellectual Property and that have been provided or otherwise made available to you by us and/or pre-approved by us.

2.12 "Our Marks" means the words " ChillyBets", and/or any logo, mark, domain name or trade name that contains, is confusingly similar to, or is comprised of Our Marks or any other name or mark owned from time to time by us.

2.13 "Payment Structure" means the payment plan you have accepted under which we pay you. The specific information on this payment plan is found in section <<insert section>> once logged into Your Affiliate and this and constitutes a substantive part of this Agreement.

2.14 "Cumulative Net Revenue" means;

2.14.1 The sum of all Real Money Players losses.

2.14.2 Less "Fees" as explained in **2.15**

2.15 "Fees" each Affiliate is required to pay a percentage of internal promotion expenses including the net fees for all Real Money Player promotional bonuses, rebates, 30% of the total banking fees incurred on deposits and withdrawals, charge backs, fraud, and bad debt by any Real Money Players referred by the Affiliate.

2.16 'Fraud' means any illegal act or any other action committed in bad faith by an Affiliate and/or a referred player, which in our reasonable opinion, is deliberately practiced in order to cause harm, secure a real or potential, unfair or unlawful gain whether or not it actually that result. Including but not limited to: deposits generated on stolen credit cards, affiliate or player collusion, manipulation of the service or system, bonuses or other promotional abuse, creation of false accounts for the purpose of generating Affiliate Payments, and unauthorised use of any third-party accounts, copyrights, trademarks and other third-party Intellectual Property Rights (that, for the avoidance of doubt, include our Intellectual Property Rights).

2.17 "Fraud Traffic" means deposits, revenues, commission, royalties, or traffic generated on the Services through Fraud and/or illegal means or any other action committed in bad faith to defraud us , regardless of whether or not it actually causes us harm.

2.18 "Financial Data" means the credit and debit card numbers, bank account numbers, credit limits, balances, and deposit and withdrawal amounts and history of the "Players".

2.19 "Gaming Data" means the names, addresses, telephone numbers, e-mail addresses, gaming history, or other contact information of the Players.

2.20 "Intellectual Property Rights" means all copyrights, trademarks, trade names, trade secrets, domain names, proprietary and confidential information, and any other third-party intellectual property rights owned or licensed by CC, and all Our Marks, tracking codes, Tracking URLs, Banners, Text Links and Marketing Materials as defined in this Agreement.

2.21 "Player(s)" means any person who has registered an account in any of Our Websites to use the Services whether attached to your tracking code or not who wagers through the Sites.

2.22 "Player Account" means a uniquely assigned account that is created for a Player when he/she successfully registers for the Services.

2.23 "Real Money Player(s)" means any person who is attached to your tracking code and (i) has not been a Player with us before; (ii) is not located in a Restricted Territory; (iii) who has made a Deposit; (iv) is accepted as a player under any applicable sign up or identity verification procedure which we may require; and (v) has adequately fulfilled any other qualification criteria that we may introduce from time to time. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the above-mentioned qualifying criteria at any time by virtue of placing notice on the Site.

2.24 "Restricted Territories" means the countries that as per the player terms and conditions on the Website being promoted a player cannot be allowed to register from.

25. **"Term"** means the period from the date that you acknowledge and accept the terms of this Agreement by indicating such acceptance on the Affiliate Sign-up Form, until such time as this Agreement expires or is terminated in accordance with its terms.

3. TERMS & CONDITIONS

3.1 Identity and Disclosure:

When registering for our Affiliate Program, we require you to provide us with your personal data. You shall provide true and complete information to us when completing the Affiliate Sign-up Form and promptly update such information if all or any part of it changes. We will process your personal data solely for the purpose of our business-to-business contractual relationship. Such processing is covered by our legal basis of complying with our obligations under the contract,

adhering to our legal obligations and our legitimate interest to pursue our commercial interests as a company and to promote the services offered by Chilling Cheetah.

3.1.1 Data that we require from you for such purpose may include, but is not limited to:

- Name and surname
- Residential address
- Contact details
- Payment details and
- Further data, when deemed necessary in the particular case.

You shall also provide us with such other information as we may reasonably request.

Inquiries regarding your personal data stored with us can be submitted to our Data Protection Officer at dpo@chillingcheetah.com.

3.1.2 We may share your personal data with service providers for the purpose of the verification of the given data and with any relevant authorities in order to fulfil applicable legal requirements. We will solely transmit your personal data to service providers subject to the applicable privacy regulations, to the contractual obligation to process your data solely for the purpose it was collected and to the extent necessary to fulfil the purpose of identification and/or verification and/or further measures that might be necessary to enforce our contractual relationship.

Further information on how we handle personal data can be found in our [Privacy Policy Statement](#).

3.2 Your Duties

You shall use your best efforts to actively and effectively advertise, market and promote Our Website/s in accordance with the provisions of the Agreement and our instructions from time to time. You will ensure that all activities taken by you under the Agreement will be our best interest and will in no way harm our reputation or goodwill. You may link to Our Websites by incorporating and prominently and continually display the most up-to-date links provided by us on your website in a manner and location agreed by us. You are eligible for Affiliate Payments based upon your continued promotion of the Services. Any reference to 'advertising', 'marketing' and 'promoting' etc. shall be construed to be a reference to the duties referred to under this clause, 3.2 collectively.

3.3 Marketing Activities and Responsibilities

You shall market to and refer potential Real Money Players to Our Website. You will be solely liable for the content and manner of such marketing activities. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including but not limited to any laws in relation to the content and nature of any advertising or marketing and Data Protection Laws) and otherwise comply with the terms of this Agreement. You acknowledge and agree that online gambling activities as well as its related marketing activities, are subject to very strict regulatory framework. Therefore, you represent and warrant us that all marketing activities developed and carried out by you as part of the Affiliate Program will be aligned with the applicable laws. You shall not yourself, nor shall you authorize, assist or encourage any third party to:

3.3.1 Place Marketing Materials on any online Website or other medium where the content and/or material on such Website or medium is potentially libellous, aimed at

children under the age of 18, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, promotes illegal activities, or violates intellectual property rights.

3.3.2 Use Marketing Materials in a manner that may potentially confuse a Player or prospective Player.

3.3.3 Place Marketing Materials on any online Website or other medium where the content and/or material on such online Website or medium copies, resembles or frames the Our Website in whole or in part, disparages us or otherwise damages our goodwill or reputation in any way.

3.3.4 Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any other person.

3.3.5 Register as a Player on behalf of any third party, or authorize or assist (save by promoting the Website and Services in accordance with this Agreement) any other person to register as a Player.

3.3.6 In any way alter, redirect or in any way interfere with the operation or accessibility of Our Website or any page thereof.

3.3.7 Take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the Website or service on which any functions or transactions are occurring.

3.3.8 Attempt to intercept or redirect (including via user-installed software) traffic from or on any online Website or other place that participates in our Affiliate Network.

3.3.9 Violate the terms of use and any applicable policies of any search engines, social media websites or the customer feedback facilities of other websites.

3.3.10 Attempt to communicate to Players whether directly or indirectly, on our Our Websites to solicit them to move to any online Website not owned by us or for other purposes without our prior approval including but not limited to via email or chat boards.

3.3.11 Attempt to market or promote our Services (or any specified part thereof) or Our Websites (or specific Website) within territories which are Restricted Territories; to attempt to circumvent any restriction which we have put in place to prevent players from restricted territories from signing up as Real Money Players; or attempt to disguise the geographical location of a Player.

3.3.12 Use and or place Marketing Materials in a way that could in any manner breach the applicable laws and regulations applicable to the Affiliate, and in force in the applicable territory from time to time.

3.4 Approved Marketing Materials:

In providing the marketing activities, you shall only use the approved Marketing Materials. You shall not modify the Marketing Materials or Our Marks in any way, without our prior written consent. You shall only use the Marketing Materials in accordance with the terms of this Agreement, any applicable laws any applicable advertising guidelines, . During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of fulfilling your obligations under this Agreement.

3.5 Competitive Marketing

You shall not market the Website and/or us or our Services or Our Marks in anyway whatsoever, unless such activities are approved in writing by us (i) on any Website on which we promote any of the Our Websites; (ii) on or through any Internet search engine on or through which we

promote any of the Our Websites; and(iii) in any other manner that results in you competing with us in relation to the promotion of any of the Our Websites or (iv) through paid search using any company name, domain name, URL or Our Marks (v) through paid search purchasing any company name, domain name, URL or Our Marks keywords (vi) otherwise where we request that you cease the same.

3.6 Without prejudice to any other rights in this Agreement, any form of breach of the clauses 3.3 and/or 3.4 and/or 3.5 will result in Your account immediately being placed under review and any Fees due to You being withheld pending an investigation. We shall be entitled to enforce a Penalty pursuant to Clause 7, which will be deducted from Your account. If this occurs, the amount of the Penalty will be deemed fair and acceptable to You. Should the Penalty and/or any additional payment due to Us in connection with said breach, (including without limitation expenses and/or damages in dealing with such breach, or any action taken a third party service provider such as being blocked) not be covered by funds in Your account, We have the right to investigate other alternative means for obtaining these payments from You, including the right to demand direct payment from You at the first instance.

3.6 Non-Assignment.

You acknowledge and agree that affiliate tracking codes are for your sole use and you shall not assign or sub-license the tracking code IDs, Bonus Codes nor any Affiliate Payments to any third party without our prior written consent.

3.7 Commercial Use Only.

This marketing opportunity is for commercial use only. You shall not register as a Player or make deposits to any Player Account (directly or indirectly) through your affiliate tracking code for your own personal use and/or the use of your relatives, friends, employees, agents or advisors, or otherwise attempt to artificially increase the Affiliate Payments payable to you or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic.

3.8 Player Information

We reserve the right to refuse service to any potential Player and to close the Player Account of any Player, at any time, in our sole discretion. All Financial and Gaming Data relating to the Players shall, as between you and us, remain the property of CC and you acquire no right to such information except as provided under this Agreement.

3.9 Trademarks and Domain Names.

Any use of any trade mark, domain name or trade name that contains, is confusingly similar to, or is comprised of any of Our Marks (other than in accordance with the terms of this Agreement), without our prior written consent or permission, shall be considered unauthorized and may constitute Fraud Traffic.

3.9.1 You will not adopt or use, nor buy or otherwise book as a keyword for paid search, any company name, any trademark, trade name, brand, shop sign, domain name, or URL (specifically, any term before the third "/" of your URL) that incorporates as apart thereof or in full, CC or its corporate affiliates' trademarks trade names, company names, brands, shop signs, domain names or URLs (including the translations and transliterations), or any variations thereof.

3.9.2 You may not register a domain name that includes Our Marks or any other such similar Mark. This includes the use of Our Marks on any social media platform/service.

3.9.3 You shall not register or attempt to register any trademarks or domain names that contain, are confusingly similar to, or are comprised of Our Marks, unless you agree to transfer any domain name or trade mark application or registration to CC.

3.9.4 Nothing shall bestow upon you any right to use the Mark " CC " by itself, or any other such similar Mark, unless agreed to in writing by us.

3.9.5 You acknowledge that the Marks are exclusively vested and shall remain vested in CC and that no ownership interest in the Marks is transferred to you by this Agreement. You further agree not to attack or challenge our ownership of and title to any of the Marks in any way.

3.9.6 This Agreement shall endure to the benefit of, and be binding upon, the successors and/or assigns of each party hereto, under operation of law.

3.10 No Employees.

If you are an officer, director, employee, consultant or agent of CC, its suppliers or vendors, you are not permitted to participate in the Affiliate Program or to use directly or indirectly any of the Our Websites, other than in the course of your employment as a Group employee. Similarly, relatives of Group employees are not permitted to participate in the Affiliate Network or to use directly or indirectly any of the Our Websites. For these purposes, the term relative shall include (but not be limited to) any of a spouse, partner, parent, child or sibling.

3.11 Good Faith

You will not knowingly benefit from known or suspected traffic generated using unacceptable internet marketing practice or fraudulent procedures, whether or not it causes CC or the Client harm. Should fraudulent activity, knowingly or otherwise, arise from a person directed to Client's site via your link, we retain the right to retract the Payments paid to you at any time. Our decision in this regard will be final and no correspondence will be entered into. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge.

3.12 Confidential Information

During the term of this Agreement, you may be entrusted with confidential information relating to the business, operations, or underlying technology of our Clients and/or the Affiliate Program (including, for example, referral fees earned by you under the program). You agree to avoid disclosure or unauthorized use of the Confidential Information to third persons or outside parties unless you have our prior written consent and that you will use the Confidential Information only for purposes necessary to further the purpose of this Agreement. Your obligation with respect to Confidential Information shall survive the termination of this Agreement.

4. AFFILIATE COMMISSION, REPORTS & PAYMENTS

4.1 Affiliate Reports

We will track and report Player activity for purposes of calculating your Affiliate Payments based on your chosen Commission Structure. Reports will be made available online for you to review new Real Money Players. We hereby exclude any and all liability for the accuracy or completeness of any such reports.

4.2 Affiliate Payments

Affiliate Payments are paid monthly on the basis of this Agreement according to the applicable agreed Payment Structure and on the basis of the data held in the Affiliate Account.

You are eligible for payment on the balance of Your earnings as on account at the end of the month. Any negative balances will be deducted from the available balance. All payments to You will be due and payable in Euro or such other currency as we will determine, regardless of the currency any Players assigned to your tracking code may have used to use our Services. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies concerning any Affiliate Payments.

4.3 Affiliate Payment Invoicing Requirements

You must send their VAT compliant invoices until the 10th of the month for the calculation of the previous month's Affiliate Payment to the following e-mail address: (partner@chillybets.de) . In the eventuality that we ask for any adjustment, You must re-send the revised invoice until the 12th of the month, the latest. Failure to comply with the deadline will result in Affiliate Payment being carried over to the next month's Affiliate Payment.

Similarly, in case You fail to provide a VAT compliant invoice, the Affiliate Payment will be carried over to the next month, and this will be done repeatedly, until the invoicing requirements are met.

Payments

4.4 Holdover for Fraud Traffic

In the event that, at our sole discretion, we suspect any Fraud Traffic, then we may delay Affiliate Payments to you for up to one hundred and eighty (180) days while we investigate and verify the relevant transactions. We are not obligated to pay Affiliate Payments in respect of Real Money Players who, at our sole discretion, are not verifiably who they claim to be or are otherwise involved with Fraud Traffic. In the event that we determine any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, then at our sole discretion we may: (i) pay the Affiliate Payments in full, (ii) recalculate them in light of such suspected Fraud Traffic and/or (iii) forfeit your future Affiliate Payments in respect of Fraud Traffic (as appropriate) and/or (iv) suspend or terminate this Agreement.

4.5 Player Tracking

You understand and agree that potential Real Money Players must link through to our Site using your tracking ID (or any other applicable tracking link) or use your sign-up bonus code in order for you to receive Affiliate Payments. In no event are we liable for your failure to correctly implement tracking from your Site to our Site or for potential Real Money Player's failure to properly enter valid Sign-up Bonus Codes. Notwithstanding any other provision herein, we may at any time and at our sole discretion alter our tracking system and reporting format.

4.6 Disputes

If you disagree with the monthly commission amount immediately send us written notice of your dispute. Dispute notices must be received within twenty (20) days of our making available the disputed commission amount or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard. Notwithstanding the foregoing, if any overpayment is made in the calculation of your Affiliate Payments, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.

4.7 Money Laundering

You shall comply with all applicable laws and any policy notified by us through our Website or otherwise in relation to money laundering and/or the proceeds of criminal activities.

4.8 Taxation

All taxes due in connection with any payments to you are your sole liability. You are responsible for complying with the tax rules applicable in your jurisdiction, if any, for registering for and paying income tax and similar taxes in respect of your income from this agreement and for collecting and paying the income tax and other tax contributions in respect of any staff employed by you.

5. TERM AND TERMINATION

5.1 Term and Termination

This Agreement will take effect when you indicate your acceptance of these terms and conditions on the Affiliate Sign-up Form and continue until terminated or suspended in accordance with the terms of this Agreement.

5.2 Termination by You

You may terminate this Agreement, with or without cause, immediately upon written notice to us that you may send by email marked "Termination" to partner@chillybets.de. For the avoidance of doubt, termination of the Agreement will end your participation in the Affiliate program.

5.3 Termination by Us

In addition to any other remedies provided in this Agreement or by operation of law, we may terminate this Agreement without cause, in whole or in part, for convenience, upon written notice to you by email to such email address you have provided to us. In the event we terminate the Agreement as a whole, we shall be entitled to automatically render any tracking codes inoperative. For the avoidance of doubt, on termination of this Agreement, you will no longer receive any Affiliate Payments. If we terminate a specific tracking code, you will no longer receive any Affiliate Payments through that tracking code; however, your remaining tracking code(s) will not be affected.

5.4 Termination for Good Cause

We may terminate this Agreement for good cause, upon the following:

5.4.1 If you are in material breach of any of your obligations under this Agreement and either that breach is (1) incapable of being cured, or (2) remains uncured for 90 days after receiving written notice of the breach.

5.4.2 If you become insolvent or are otherwise unable to pay your debts in the ordinary course of business.

5.4.3 If you are dissolved (other than by way of a re-organization), or file for bankruptcy, or otherwise cease to engage in your normal business operations and are unable thereby to fulfil your obligations under this Agreement.

5.4.4 In the event that your website is aimed at children under the age of 18, promotes discrimination based on race, sex, religion, nationality disability or sexual orientation, promotes illegal activities, or violates intellectual property rights as defined in this Agreement.

5.4.5 If you are guilty of, after any unsuccessful appeal process, violating in the course of its performance hereunder, any local, state or federal laws, rules and regulations pertaining to gambling on the internet.

5.4.6 In the event of repeated attempts by you or any of your employees or contractors, to gain unauthorized access to CC web site or customer data base.

5.4.7 We become aware of any attempt to defraud us by any of the methods listed under Fraud Traffic.

5.4.8 In case we become aware of any potential breach made by you of the applicable online gambling regulations.

5.5 Suspension by Us

We may suspend this Agreement, in whole or in part, upon the following:

5.5.1 In any circumstance where we are entitled to terminate this Agreement or terminate any specific tracking code, we may at our sole discretion and without prejudice

to our further rights and remedies, suspend the Agreement or any specific tracking code. During the period of any suspension, we may withhold the payment of any Affiliate Payments that relate to any affected tracking code. Payment of any withheld Affiliate Payments will be made to you on the lifting of the suspension.

5.5.2 In any circumstance where we are entitled to terminate this Agreement for cause, we may suspend your right to use the Mark "CC" or any other such similar mark, if you or the company that is using any of Our Marks becomes part of any criminal or securities investigation, is indicted or criminally charged in any crime, files for bankruptcy or becomes insolvent, is a defendant in a lawsuit that seeks injunctive relief, or you are involved in any scandalous matter which the press is investigating and which may adversely affect the good will of Our Marks.

5.6 Effect of Termination

The following will apply if we terminate:

5.6.1 You shall stop promoting the Our Websites and all rights and licenses given to you under this Agreement will terminate immediately.

5.6.2 You shall return all confidential information and cease use of any of Our Marks and the Marketing Materials.

5.6.3 We may leave open, redirect or deactivate any tracking codes in our sole discretion without any obligation to pay you for Players who subsequently become Real Money Players.

5.6.4 Provided that we have paid, or do pay to you, such sums as are due at the date of termination and that shall be subject to any rights we have to make deductions hereunder, we will have no further liability to pay you any further sums.

5.7 Remedies to You

If we terminate and/or suspend this Agreement you have the right to "cure" any deficiencies which caused us to terminate and/or suspend the Agreement, by notifying us in writing within 90 days of the notice, that you have "cured" the deficiency which caused the termination or suspension.

5.8 Termination Rights

The following will apply upon termination of this Agreement for any reason:

5.8.1 The rights and licenses granted by CC to you shall terminate automatically, and you shall immediately cease using the Gaming Data or Marks for any purpose whatsoever.

6. DATA PROTECTION & DIRECT MARKETING

You shall at all times comply with the applicable Data Protection legislation that are applicable. You shall immediately notify Us in the event that You receive, a complaint from a competent regulator in respect of data protection and/or Your marketing practices. It is agreed that there is no exchange of personal data between Us and that no activity which You are carrying out pursuant to this Agreement result in any form of processing or storage of personal data of our customers. Should this be subject to change at any point, a separate data protection agreement will be entered into reflect the responsibilities required by each Party. You shall allow that we include a clause in said agreements that permits us (or a person on behalf of us) to reasonably audit your data protection related records such as, marketing communication. In any case You warrant that You will co-operate CC fully and promptly in the event that We request information on Your consents and any other material related to data protection practices. If sending any direct marketing communications to individuals (including but not limited to, email and/or SMS),

that includes our Intellectual Property, you must clearly identify your organization. Any complaints or legal claims related to spam or any sort of marketing practices in contravention of the rules contained in this Agreement, or the data protection agreement shall be deemed to be a direct violation and breach of this Agreement. Any form of breach of this Clause will result in Your account immediately being placed under review and any Fees due to You being withheld pending an investigation. We shall be entitled to enforce a Penalty pursuant to Clause 7, which will be deducted from Your account. If this occurs, the amount of the Penalty will be deemed fair and acceptable to You. Should the Penalty and/or any additional payment due to Us in connection with said breach, (including without limitation expenses and/or damages in dealing with such breach, or any action taken a third party service provider such as being blocked) not be covered by funds in Your account, We have the right to investigate other alternative means for obtaining these payments from You, including the right to demand direct payment from You at the first instance.

6. RELATIONSHIP OF PARTIES

You and we are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, to contradict anything in this paragraph or be reasonably deemed to contradict this paragraph.

7. CONTRACTUAL PENALTY

Notwithstanding anything to the contrary, in case of Your breach of any of the provisions of this Agreement or an anticipatory breach of the provisions of this Agreement, that results in actual damages and or expenses suffered by CC (hereinafter mentioned in this clause 7 as “a Breach”), You shall be liable to pay a penalty of which the amount shall be proportional to the individual Breach, with a maximum of fifty thousand Euro (€50,000) to Us for each such Breach of this Agreement as provided herein (hereinafter referred to as ‘Penalty’). The payment of the Penalty to CC shall be without prejudice to CC’s right to claim compensation for any damage (including without limitation any indirect or consequential damage, loss of profits or any expenses incurred in relation to the breach or an anticipatory breach) that exceeds the Penalty, which right shall not be affected nor limited by the payment of the Penalty. Furthermore, without prejudice to the Penalty, We shall be entitled to seek any equitable relief as a remedy for such Breach, including injunctive relief. The Penalty becomes due as of the moment of the occurrence of the Breach, which will be deducted from Your account and if this is not paid on the first demand, the late payment interest in the maximum amount allowed by the Laws of Malta shall accrue.

8. INDEMNITY

You shall defend, and hold our Clients, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney’s fees and fines awarded to CC, resulting from, arising out of, or in any way connected with (i) any breach by You or any warranty, representation, or agreement contained in this agreement, (ii) the performance of Your duties and obligations under this agreement, (iii) Your negligence or (iv) any injury caused directly or indirectly by Your negligence or intentional acts or omissions, or the unauthorized use of our banners, Marketing Material and links or this referral program.

8. DISCLAIMERS

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO OUR AFFILIATE PROGRAM OR COMMISSION ARRANGEMENTS (INCLUDING, WITHOUT LIMITATION, THEIR FUNCTIONALITY, WARRANTIES OF FITNESS,

MERCHANTABILITY, LEGALITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE AND WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

9. LIMITATION OF LIABILITY

We shall not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this agreement or the referral program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the program will not exceed the total referral fees paid or payable to you under this agreement over the 6 months preceding the date the last payment was due. Nothing in this agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this agreement. Our obligations under this agreement do not constitute personal obligations of our directors, officers or shareholders. Any liability arising under this agreement shall be satisfied solely from the referral fee generated and is limited to direct damages.

10. INDEPENDENT INVESTIGATION

You acknowledge that you have read this Agreement and agree to all its Terms and Conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with service providers that are similar to or compete with your website. You have independently evaluated the desirability of participating in this Affiliate program and are not relying on any representation, guarantee, or statement other than as set out in this agreement.

11. GOVERNING LAW & JURISDICTION

This Agreement will be governed by the Laws of Malta.

Any disputes arising out of or in connection with this Agreement shall be settled by binding arbitration in accordance with the Arbitration Act (Chapter 387 of the Laws of Malta) as presently in force. Each Party irrevocably submits to the Malta Arbitration Centre, Malta, any claim, dispute or matter under or in connection with the Agreement and/or its enforceability. The language of the proceedings shall be English.

12. LANGUAGE

By accepting this Agreement drafted in English you declare that you are fluent in English and therefore fully understand the terms and conditions herein set forth. This Agreement is drafted in the English language. If this Agreement is translated into another language, the English language text shall in all events prevail.

13. NON-WAIVER

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. No modifications, additions, deletions or interlineations of this Agreement are permitted or will be recognized by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to this Agreement or its terms.

14. REMEDIES

Our rights and remedies hereunder shall not be mutually exclusive, that is to say that the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You acknowledge, confirm, and agree that damages may be inadequate for a breach or an anticipatory breach of this Agreement and, in the event of a breach or an

anticipatory breach of any provision of this Agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or an anticipatory breach of any provision of this Agreement, its being the intention of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

15. SEVERABILITY/WAIVER

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

16. MODIFICATION

This Agreement shall not be varied in its terms by any oral agreement or representation or otherwise other than by an instrument in writing of subsequent date executed by all the parties hereto.

17. WAIVER

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

18. INVALIDITY

If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any such provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

19. FINAL AGREEMENT

The parties to this Agreement mutually agree that this Agreement contains the final and entire Agreement between the parties, and neither they nor their agents or predecessors shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.

20. FORCE MAJEURE

A party shall not be liable for any failure to perform its obligations under this Agreement if that failure is beyond the reasonable control of that party including as a direct result of "Acts of God", nature, a federal, state or local governmental agency, war, civil disturbance, pandemic situation, the inability or refusal of a common carrier to provide communications capabilities. The affected party shall promptly notify the other parties of the nature and extent of the circumstances giving rise to an event of Force Majeure. If the event of Force Majeure in question prevails for a continuous period in excess of three months after the date on which it began, any non-affected party may give notice to the affected party terminating this Agreement. The notice to terminate must specify the termination date, and once a notice has been validly given, this Agreement will terminate on the termination date set out in the notice.

21. FURTHER ASSURANCE

Each party shall perform any further acts and execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement, and at all times act in good faith so as to preserve for the other parties the benefits intended under this Agreement.