

## **SUPERBET AFFILIATE PROGRAMME TERMS AND CONDITIONS FOR ROMANIA**

THESE SUPERBET AFFILIATE PROGRAMME TERMS AND CONDITIONS FOR ROMANIA (these "Terms") shall apply to the entity or individual (as applicable) (the "Affiliate") who has entered into a Superbet Affiliate Programme Commercial Agreement For Romania to which these Terms are linked to (the "Commercial Agreement") with SBI Digital Marketing Limited, a company incorporated under the laws of Gibraltar (company number 114761), with an address at Suite 7, Hadfield House, Library Street, Gibraltar (the "Superbet").

Superbet has the necessary permissions to manage and/or operate the Superbet Affiliate Programme (as defined below) on behalf of MJP Interactive Ltd including without limitation to make payments to the Affiliate. The Affiliate hereby acknowledges and agrees that Superbet and/or any Superbet Group Company shall be entitled to enforce the terms of the Agreement including without limitation by exercising any rights and/or carrying out any obligations which Superbet possesses as detailed in the Agreement.

Each of Superbet and the Affiliate shall hereafter be referred to as a "Party" and collectively referred to as the "Parties."

### **1. DEFINITIONS AND INTERPRETATION**

In these Terms, the following expressions shall have the respective meanings assigned to them:

- **Agreement** means the Commercial Agreement and these Terms;
- **Affiliate Account** shall have the meaning given to it in Section 2.4;
- **Affiliate Account Email Address** means the Affiliate Account Email Address detailed in the Commercial Agreement;
- **Affiliate Sites** means any website which has been approved by the Romanian Regulator, owned and/or operated by the Affiliate and that is identified in the Commercial Agreement;
- **Affiliate Marketing** means any and all marketing activities undertaken by the Affiliate under the Agreement, whether online and/or offline, whether direct and/or indirect including without limitation the Affiliate Sites, Articles, emails, SMS and/or push notifications;
- **Applicable Laws** means all applicable laws, directives, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law and/or any competent governmental and/or regulatory authority and/or agency;
- **Articles** means any article written by the Affiliate which contain the Links (if applicable) which shall be displayed solely on the Affiliate Marketing;
- **CPA Commission** means, if agreed in the Commercial Agreement, a flat rate "cost per acquisition" commission to be paid once by Superbet to the Affiliate for each Referred Player as agreed in the Commercial Agreement, subject to the terms of the Agreement;
- **Data Protection Legislation** means applicable laws, rules and regulations which relate to the protection of individuals with regards to the Processing of Personal Data including, without limitation and to the extent applicable from time to time: (i) national laws implementing the Electronic Communications Data Protection Directive 2002/58/EC; (ii) the General Data Protection Regulation (2016/679) (the "GDPR"); and/or (iii) any other laws, regulations and rules, relating to the Processing of Personal Data;
- **DPO Contact Details** means the Affiliate Data Protection Officer Name, Affiliate Data Protection Officer Email Address and/or Affiliate Data Protection Officer Phone Number, as detailed in the Commercial Agreement;
- **Independent Controllers** means the relationship where two or more controllers process the same set of personal data, each of them on a different purpose and means of processing, and their respective responsibilities for compliance with the obligations under Data Protection Legislation;
- **Flat Fee Payment** means, if agreed in the Commercial Agreement, the amount detailed in the Commercial Agreement which is to be paid with respect each calendar month which has been

completed in full during the term of the Agreement. Such amount shall be pro-rated for the first calendar month for the number of days actually delivered in such calendar month, if the Commercial Agreement (as defined below) is signed by both Parties after the first day of the relevant calendar month.

- **Gross Revenues** means the total real money winnings generated by a Referred Player (settled bets less winnings) across the Products on the Superbet Sites for the relevant calendar month. For the avoidance of doubt, any bet which is not accepted for a legitimate reason by Superbet and/or any Superbet Group Company (at the sole discretion of Superbet and/or any Superbet Group Company), shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue;
- **License** shall have the meaning given to it in Section 3.1;
- **Licensed Materials** means Superbet's and/or any Superbet Group Company's logos, trade names, trademarks, service marks and/or similar identifying material as contained in the Links;
- **Links** means banner advertisements, button links, text links and/or other content as determined by Superbet which may be provided by Superbet to the Affiliate by email and/or through the Superbet Affiliate Programme Site which will be associated with the Affiliate on Superbet's system, all of which shall relate and link specifically to the Superbet Sites;
- **Net Revenues** means Gross Revenues less any administration fees of the Superbet Affiliate Programme, less any void bets and/or voided bets of the Referred Player, less any credits, bonus, bonus points or other promotional amounts given to a Referred Player, less any licensing fees, applicable gaming taxes, value added taxes, duties and/or similar mandatory payments imposed by any authority having jurisdiction over Superbet and/or any Superbet Group Company, any jackpot contributions which Superbet and/or any Superbet Group Company pays in respect of a Referred Player, less any returned transactions or any uncollectible (or refunded) revenue attributable to a Referred Player (including without limitation chargebacks and/or preventative chargebacks), less any other cost, less any third party fees (including without limitation payment processing fees, any end-user verification and validation fees and/or royalties);
- **Personal Data** means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- **Products** means the Products on the Superbet Sites detailed in the Commercial Agreement (if applicable) for which Superbet is to pay the Affiliate a percentage of Net Revenues;
- **Referral Revenue Share Commission** means, if agreed in the Commercial Agreement, a commission calculated as a percentage of the Net Revenues with respect to each product offered on the Superbet Sites generated by Referred Players in any calendar month as agreed in the Commercial Agreement;
- **Relative** means any spouse, partner, parent, child or sibling;
- **Referred Player** means any person located in Romania: (i) who has not previously registered an account with the Superbet Sites and/or any other website and/or application owned and/or operated by Superbet and/or any other Superbet Group Company; (ii) who clicks on a Link which the Affiliate displays on the Affiliate Marketing in accordance with the Agreement and such person is directly sent to one of the Superbet Sites; (iii) following the foregoing, immediately registers with the Superbet Site; (iv) makes the required minimum real money deposit with such Superbet Sites within 30 days of registering with the relevant Superbet Site; and (v) meets any other qualifications based on gaming activity which Superbet may add from time to time at its discretion;
- **Referral Commission** means the CPA Commission, the Referral Revenue Share Commission and/or the Flat Fee Payment as and if agreed in the Commercial Agreement;
- **Romanian Regulator** means The National Office for Gambling in Romania (ONJIN);
- **Social Media Information** shall have the meaning given to it in Section 6.13;

- **Superbet Affiliate Programme** means the affiliate scheme which Superbet operates at the Superbet Affiliate Programme Site;
- **Superbet Affiliate Programme Site** shall mean the website located at <https://affiliates.superbet.com/>;
- **Superbet Group Company** means any person or entity directly or indirectly controlling, controlled by, or under common control with Superbet. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the person or entity in question, whether by ownership of voting securities, by contract or otherwise;
- **Superbet Sites** means the website [www.superbet.ro](http://www.superbet.ro) (including any device specific versions of such websites) and applications as may be amended by Superbet from time to time; and
- **Territory** means Romania.

1.1. (i) 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. (ii) If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these Terms. (iii) The headings in these Terms are for ease of reference only and shall not affect its construction. (iv) In these Terms, if the context so requires, references to the singular shall include the plural and vice versa.

## 2. CLASS 2 LICENSE AND ACCEPTANCE TO THE SUPERBET AFFILIATE PROGRAMME

2.1. In order for the Affiliate to participate in the Superbet Affiliate Programme, the Commercial Agreement must be executed by both Parties and when the Affiliate signs the Commercial Agreement, the Affiliate must also concurrently submit to Superbet a certified valid copy of the Affiliate's Class 2 License issued by the Romanian Regulator to the satisfaction of Superbet as well as evidence to Superbet's satisfaction that the relevant payment has been made to the Romanian Regulator for the Class 2 License to have full force and effect for the forthcoming year.

2.2. Within 15 (fifteen days) of the Commercial Agreement being executed by the Parties, the Affiliate undertakes that it will provide a copy of these Terms to the Romanian Regulator.

2.3. During the term of the Agreement, the Affiliate undertakes to immediately provide to Superbet with all additional disclosures (which must be in accurate and in full) with respect to the Affiliate's Class 2 License issued by the Romanian Regulator, to ensure that the information provided to Superbet with respect to the Affiliate's Class 2 License issued by the Romanian Regulator is complete and up to date including without limitation if the Affiliate's Class 2 License issued by the Romanian Regulator is cancelled, revoked, discontinued, suspended and/or has expired. In the event the Affiliate's Class 2 License issued by the Romanian Regulator is cancelled, revoked, discontinued, suspended and/or expires, for any reason whatsoever, the Agreement shall automatically and immediately terminate.

2.4. Following the execution of the Commercial Agreement by both Parties, Superbet shall set up for the Affiliate an account with the Superbet Affiliate Programme through the Superbet Affiliate Programme Site (the "Affiliate Account") and shall provide the Affiliate with a username for such account. The Affiliate shall set up its own password for the Affiliate Account. The Affiliate Account is solely for the benefit of the Affiliate and the Affiliate undertakes that it shall not allow any third party to use the Affiliate Account, password to the Affiliate Account or its identity to access and/or participate in the Superbet Affiliate Programme.

The Affiliate is fully responsible for any activities undertaken on the Affiliate Account. The Affiliate shall inform Superbet immediately if the Affiliate suspects that the Affiliate Account is being accessed and/or used by a third party. For the avoidance of any doubt, Superbet shall not be liable for any activities undertaken on the Affiliate Account and/or for any damages that may arise from the Affiliate Account.

2.5. The Affiliate acknowledges that Superbet may at its sole discretion perform background checks on the Affiliate and request documentation from the Affiliate which Superbet may also request is notarized by a Public

Notary. The Affiliate undertakes to provide Superbet with all such documents and information requested by Superbet. Superbet may terminate the Agreement on written notice to the Affiliate on the basis that the background checks provide a negative or uncertain conclusion.

2.6. The background checks may include the use of specific third-party companies, who perform the investigations

In the event that Superbet does not receive the requested documentation and/or information and/or Superbet in any way suspects that the documents are not accurate, have been tampered with and/or are misleading, Superbet shall not be obligated to accept such documents as valid and may terminate the Agreement on written notice to the Affiliate.

The background checks may include the use of specific third-party companies, who perform the investigations.

### **3. LINKS, LICENSE AND INTELLECTUAL PROPERTY**

3.1. In the event that Sections 2.1 and 2.2 have been complied with in full and subject to the Affiliate's compliance with the terms of the Agreement, Superbet grants the Affiliate for the term of the Agreement, a non-transferable, non-exclusive, revocable license to place the Links on the Affiliate Marketing, and solely in connection with the Links, to use the Licensed Materials, for the purpose of promoting the Superbet Sites in the Territory (the "License"). Superbet may revoke the License at any time on written notice to the Affiliate, and in such event the Affiliate shall immediately destroy or deliver up to Superbet all such materials that are in the Affiliate's possession (at Superbet's discretion).

3.2. The Affiliate acknowledges that except for the License which may be granted, the Affiliate has not acquired and will not acquire any right, interest and/or title to the Links and/or the Licensed Materials by reason of the Agreement and/or the Affiliate's services provided as detailed in the Agreement.

3.3. The Affiliate undertakes not to: (i) change in any way the Links and/or the Licensed Materials; and/or (ii) use the Links and/or Licensed Materials in a manner that is disparaging and/or which may in any way portray the Superbet and/or any Superbet Group Company in a negative light.

3.4. The Affiliate agrees to co-operate fully with Superbet in order to maintain and/or establish the Links.

3.5. In the event that Superbet determines that the Affiliate's use of any Link is not in compliance with the Agreement, Superbet may take such measures as to render such Links inoperative.

3.6. The Affiliate shall prominently incorporate and continually display the most up-to-date Links on the Affiliate Marketing.

### **4. REFERRAL COMMISSION**

4.1. In consideration of the Affiliates provision of services provided under and in accordance of the Agreement, Superbet shall pay the Affiliate the Referral Commission.

4.2. The type of Referral Commission and the amount of the Referral Commission paid by Superbet to the Affiliate (as applicable) is detailed in the Commercial Agreement. The type of Referral Commission and the amount of Referral Commission may be modified in accordance with the terms of the Commercial Agreement.

4.3. With respect to a Referral Commission which contains a CPA Commission and/or Referred Revenue Share Commission (if and as applicable), the calculation of such Referral Commission shall start from the date both Parties have executed the Commercial Agreement and subject to the Affiliate possessing a valid Class 2 Licensed issued by the Romanian Regulator to Superbet's satisfaction (collectively the "Start Date"). For the avoidance of doubt, the Affiliate shall not be eligible to receive any payment of the Referral Commission prior to the Start Date.

4.4. With respect to a Referral Commission which contains a Flat Fee Payment, the Flat Fee Payment shall only be payable subject to both Parties having executed the Commercial Agreement and subject to the Affiliate possessing a valid Class 2 License issued by the Romanian Regulator to Superbet's satisfaction. For the avoidance of doubt, the Affiliate shall not be eligible to receive any payment of the Referral Commission prior to such time.

4.5. In the unlikely event that the Affiliate receives any Referral Commission when the Affiliate does not possess a valid Class 2 License issued by the Romanian Regulator (by way of example only, if such Class 2 License has been cancelled, revoked, discontinued, suspended or expires), the Affiliate will immediately reimburse Superbet any and all such Referral Commission paid to the Affiliate and indemnify and hold harmless Superbet and any Superbet Group Company for any loss or damages suffered in relation to this Section 4.5.

4.6. The Affiliate's shareholders, employees and/or their respective Relatives are not eligible to become a Referred Player and should any of them do so, Superbet shall not be liable to pay any Referral Commission with respect to such person and such act is considered to be a fraudulent act committed by the Affiliate against Superbet.

4.7. The number of Referred Players per individual household, tablet device, mobile device and computer is strictly limited to one.

4.8. In the event the Affiliate does not direct at least one Referred Player directly through the Links placed on the Affiliate Websites in any calendar month, Superbet may reduce the Referral Commission paid at such time by 50% for such calendar month. For the avoidance of doubt, the Referral Commission may be reduced multiple times during the term of the Agreement.

4.9. For the avoidance of all possible doubt, the Referral Commission shall only be payable during the term of the Agreement and in no way whatsoever will Superbet be liable to pay any Referral Commission following termination of the Agreement.

4.10. If Superbet pays the Affiliate a Referral Commission which contains a CPA Commission and/or Referral Revenue Share Commission, within approximately 5 (five) days of the end of each calendar month, Superbet shall make available to the Affiliate through the Superbet Affiliate Programme Site the number of Referred Players generated on the Affiliate Account and the Referral Revenue Commission which has been accrued by the Affiliate in the previous calendar month (the "Referral Commission Statement"). Within 5 days of the Referral Commission Statement being made available to the Affiliate, the Affiliate will send an invoice to Superbet which contains an amount equal to the Referral Commission for the relevant calendar month to Superbet by e-mail to: affiliates@superbet.ro. Subject to Superbet's receipt of an undisputed invoice at the foregoing email address, Superbet shall settle such invoice within 45 (forty-five) days of receipt of such invoice.

4.11. Without derogating from Sections 4.15 and/or 4.20, with respect to the payment of the Referral Commission which Commission which contains a CPA Commission and/or Referral Revenue Share Commission (if and as applicable), if the Affiliate and another marketing partner of Superbet and/or any Group Company directs a person to the Superbet Sites and such person becomes a Referred Player, Superbet shall pay the party which last directed such person to the Superbet Sites and the person has subsequently registered with the Superbet Sites.

4.12. If Superbet pays the Affiliate a Referral Commission which contains a Flat Fee Payment, the Affiliate shall send Superbet within 5 days of the expiration of each calendar month, the Affiliate will send an invoice for an amount equal to the Flat Fee Payment to Superbet by e-mail to: affiliates@superbet.ro. Subject to Superbet's receipt of an undisputed invoice at the foregoing email address, Superbet shall settle such invoice within 45 (forty-five) days of receipt of such invoice.

4.13. Any amount paid by Superbet to the Affiliate under the Agreement, shall include without limitation all taxes (such as Value Added Tax, where applicable), duties, fees, excises or tariffs. In the event Superbet is required to withhold and/or deduct on account of any taxes, all such withholdings and/or deductions shall be considered as

paid to the Affiliate. In addition, Superbet shall have no obligation to increase such payments of Referral Commission to the Affiliate in the event any taxes, duties, withholdings or deductions and/or other governmental assessments become applicable.

4.14. Payment of the Referral Commission to the Affiliate shall be made in Euros.

4.15. Superbet's records and calculations regarding the number of Referred Players and/or the Referral Commission including without limitation to Referral Revenue Share Commission, Gross Revenues, winnings and/or Net Revenues shall be the sole and authoritative tool and shall not be open to review or appeal.

4.16. If the Affiliate is paid a Referral Commission which contains a Referral Revenue Share Commission, Superbet may at its discretion: (i) in calculating the Referral Revenue Commission to be paid to the Affiliate in a calendar month take into account the Referral Revenue Commission both positive and negative, generated by the Referred Players on the Superbet Sites; and/or (ii) in the event that at the conclusion of a calendar month the Referral Commission generated by the Referred Players on the Superbet Sites is a negative amount, Superbet will deduct the negative amount from the Referral Commission in following calendar months calendar until the negative balance has been fully set-off against future positive Referral Commission generated and/or any other payment payable to Superbet and/or any Superbet Group Company by the Affiliate and/or Superbet may issue an invoice for such negative amount and the Affiliate shall pay such amount within 5 (five) days of its receipt of such invoice.

4.17. In the event that the Affiliate is paid a Referral Commission which contains a Referral Revenue Share Commission: if the winnings generated by any Referred Player at any point in time exceeds Euros 100,000 (one hundred thousand Euros) (Maximum Pay Out), Superbet reserves the right at its sole discretion from such point in time such, to no longer deem such Referred Player as a Referred Player . For the avoidance of any doubt, such Referred Player shall no longer be used to calculate any Referral Revenue Share Commission (including without limitation in the calendar month in which the Maximum Pay Out occurred). In addition, Superbet reserves the right at its sole discretion to deduct any Referral Revenue Share Commission already paid with respect to such Referred Player from the Referral Commission in the following calendar months until such amount has been fully set-off against any future positive Referral Commission.

4.18. If the Referral Commission generated in any calendar month is less than Euros 100 ("Minimum Payment"), Superbet shall not be liable to pay the Referral Commission until such time as the Referral Commission is equal to or greater than the Minimum Payment.

4.19. If any Referred Player is blocked or suspended, for example for reasons of fraud or any failure to validate the end-user account), Superbet shall not be liable to pay the Affiliate any Referral Revenue Share Commission and/or CPA Commission (as and if applicable) with respect to such Referred Player.

4.20. Without derogating from Section 4.15, if an error is made in the calculation of the number of Referred Players and/or the Referral Commission, Superbet reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by Superbet to the Affiliate, including without limitation, by way of reducing future payments which might otherwise be due to the Affiliate from Superbet from time to time and/or issue an invoice for such overpaid amount and the Affiliate shall pay Superbet such amount within 5 (five) days of its receipt of such invoice.

4.21. In the event that the Affiliate provides Superbet with incorrect or incomplete payment details or the Affiliate has failed to update its payment details on the Affiliate Account and as a result the Referral Commission is paid to an incorrect payment account and/or not paid at all, Superbet shall no longer be liable to the Affiliate for any such Referral Commission.

4.22. In the event that the Parties agree in accordance with the Commercial Agreement to change the type of Referral Commission and/or the amount of the Referral Commission paid by Superbet to the Affiliate (as applicable), such change will only apply to future Referred Players generated in accordance with the Agreement by the Affiliate from (and inclusive of) the date agreed by the Parties (Date of Change) and not to any past Referred Players generated in accordance with the Agreement by the Affiliate prior to the Date of Change. The

type of Referral Commission and/or the amount of the Referral Commission paid by Superbet to the Affiliate may be changed multiple times throughout the Agreement.

## **5. FRAUD**

5.1. Superbet reserves the right to seek criminal and/or other sanctions against the Affiliate, if Superbet suspects that the Affiliate, the Referred Player and/or any third party acting indirectly or directly on behalf of the Affiliate has engaged in any fraudulent, dishonest and/or criminal act and Superbet may disclose such information to the relevant authorities and/or other relevant third parties as may be necessary in this regard.

5.2. Superbet retains the right to review the Affiliate's activity under the Agreement for possible fraud, whether such is fraud is the Affiliate's, any third party acting indirectly or directly on behalf of the Affiliate and/or a Referred Players. Any review period will not exceed 60 (sixty) days.

5.3. By way of example only "fraud" shall include but not be limited to: (i) any act by the Affiliate, any third party acting indirectly or directly on behalf of the Affiliate and/or by a Referred Player which is reasonably understood to have been committed in bad faith against Superbet and/or any Superbet Group Company; (ii) the offering and/or providing by the Affiliate or any third party of any incentives (financial and/or otherwise), including without limitation "rake back" and/or reward scheme, to potential or existing Referred Players; (iii) a chargeback executed by a Referred Player in relation to their initial deposit; (iii) collusion on the part of the Referred Player with any other player on the Superbet Sites; (iv) the Affiliate's use and/or a Referred Player's use of any device, robot, spider, software, routine or other method (or anything analogous to the foregoing) which attempts to interfere and/or interferes with the proper functioning of the Superbet Sites and/or the products offered on the Superbet Sites and/or any related information or transactions on the Superbet Sites.

5.4. Any fraud on the part of the Affiliate, by any third party acting indirectly or directly on behalf of the Affiliate and/or by a Referred Player, constitutes a breach of the Agreement. Superbet also retains the right to set-off from future Referral Commission payable to the Affiliate any amounts already received by the Affiliate generated by fraud.

## **6. AFFILIATES OBLIGATIONS AND THE AFFILIATES SITES**

6.1. Throughout the term of the Agreement the Affiliate shall:

- 6.1.1. promote the Superbet Sites in a socially responsible manner, with particular regard to the need to protect children, persons under the age of 18 (eighteen) and/or other vulnerable persons from being harmed and/or exploited;
- 6.1.2. market and/or promote the Superbet Sites in accordance with the Agreement;
- 6.1.3. immediately comply with all instructions and guidelines provided by Superbet and/or published on the Superbet Affiliate Program Site in relation to the Affiliate's activities in marketing and/or promoting the Superbet Sites including, without limitation, any instruction received from Superbet requesting that the Affiliate posts on the Affiliate Marketing information regarding new features and promotions on the Superbet Sites;
- 6.1.4. ensure that the Affiliate Marketing does not contain any spyware, adware trojans, viruses, worms, spybots, keyloggers, any other form of malware and/or other unwanted threats;
- 6.1.5. be solely responsible for the technical operation of the Affiliate Marketing and the accuracy and appropriateness of materials posted on therein; and/or
- 6.1.6. upon Superbet's request, immediately remove any marketing activity promoting the Superbet Sites on the Affiliate Marketing.

6.2. Throughout the term of the Agreement the Affiliate shall not:

- 6.2.1. place the Links on properties other than the Affiliate Marketing;

- 6.2.2. market and/or promote the Superbet Sites in any way which might or does compete with Superbet's and/or any Superbet Group Company's marketing efforts;
- 6.2.3. attempt to intercept or redirect (including, without limitation to user-installed software) traffic from any other Affiliate that participates in the Superbet Affiliate Program;
- 6.2.4. direct any end users who click on the Links to another website and/or application other than the Superbet Sites;
- 6.2.5. display on the Affiliate Marketing any type of content that is likely to appeal to those under the age of 18, including but not limited to the display of cartoons, comic book images and/or child and/or youth orientated language;
- 6.2.6. purchase, bid for, register and/or otherwise acquire keywords, adwords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of Superbet's (or any Superbet Group Company's) intellectual property rights, including without limitation copyrights, trademarks (whether registered or unregistered), brand names, domain names, graphics and designs used by Superbet and/or any Superbet Group Company;
- 6.2.7. include metatag keywords in any Pay Per Click advertising which are identical or similar to any Superbet trademarks or trade names from time to time or otherwise include the word "Superbet";
- 6.2.8. put at risk and/or in any way damage the Superbet Sites, Superbet and/or any Superbet Group Company and in the event that Superbet believes that the Superbet Site's, Superbet and/or any Superbet Group Company is put at risk or in any way damaged by the Affiliate's activities, then Superbet may notify the Affiliate of such and the Affiliate shall take all necessary actions in order to immediately resolve the situation to Superbet's satisfaction, including without limitation terminating the relevant marketing activities;
- 6.2.9. during the term of the Agreement and thereafter, make any public announcement with respect to any aspect of the Agreement and/or the Affiliate's relationship with Superbet;
- 6.2.10. use any framing, iframing cloaking and/or mask cookie placement as well as use any other techniques included but not limited to pop-ups and/or pop-unders on any websites;
- 6.2.11. take any action whatsoever which may cause any confusion for a potential Referred Player, that he/she is being directed to the Superbet Sites when in fact such potential Referred Players to a different website and/or application; and/or
- 6.2.12. during the term of the Agreement and thereafter, directly or indirectly make any disparaging, negative, and/or defamatory statements with regards to Superbet, any Superbet Group Company, the Superbet Sites and/or the Superbet Affiliate Programme.

6.3. The Affiliate undertakes that the Affiliate Marketing will not, in any way, copy and/or resemble the look and feel of the Superbet Sites (or any part thereof), nor will the Affiliate create the impression that any of the Affiliate Marketing are any of the Superbet Sites (or any part thereof).

6.4. The Affiliate acknowledges that its conduct may cause damage to Superbet and/or the Superbet Sites reputation and/or goodwill and as a result undertake that at all times the Affiliate shall consider the goodwill and reputation of Superbet and/or the Superbet Sites and to act in an appropriate manner.

6.5. The Affiliate will ensure that the Affiliate Marketing will not contain any content on the belonging to Superbet and/or any Superbet Group Company except (i) with Superbet's prior written permission; and/or (ii) the Links.

6.6. The Affiliate shall register a domain name that includes, incorporates and/or consists of the Superbet's and/or any Superbet Group Company's trademarks and/or any domain name that is confusingly similar to such trademarks.

6.7. The Affiliate undertakes not to register and/or attempt to register and/or be complicit in or cooperate with any third party registering or attempting to register, any domain name which is similar to any domain name and/



or intellectual property rights of Superbet and/or intellectual property rights belonging to any Superbet Group Company), including (for the avoidance of doubt) any misspellings, other variations of the domain names and/or other likenesses.

6.8. Without derogating from Section 6.7, immediately following the execution of the Agreement, the Affiliate will provide Superbet a list of any domains which breach Section 6.7. If Superbet becomes aware that the Affiliate has registered a domain name in breach of Section 6.7, it shall inform the Affiliate and the Affiliate agrees (at no cost to Superbet) to transfer such domain name to Superbet or any Superbet Group Company (at the discretion of Superbet). The foregoing shall also apply to any domain name registered prior to the date of the Agreement. Furthermore, the Affiliate will not allow the domain name registration to lapse, until the domain name has been transferred to Superbet or the Superbet Group Companies (as applicable). Superbet may withhold all Referral Commission until the domain name has been transferred in full in accordance with this Section 6.8, to Superbet's satisfaction.

6.9. The Affiliate undertakes to not send any unsolicited and/or spam messages ("Spam") to promote the Superbet Sites.

6.10. In the event Superbet and/or any Superbet Group Company receives a complaint that the Affiliate has been sending Spam, the Affiliate agrees that Superbet may provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly in order for the Affiliate to resolve the complaint and the Affiliate shall immediately cease sending Spam. The Affiliate undertakes to make every effort to resolve the complaint. In such event, Superbet may set off or charge the Affiliate for all claims, damages, expenses, costs, and/or fines incurred or suffered by Superbet and/or any Superbet Group Company in relation to such Spam.

6.11. Superbet may terminate the Agreement on written notice to the Affiliate, if Superbet determines that the Affiliate Websites and/or Social Media Information include any content on the Affiliate Marketing that Superbet deems is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that the Affiliate Marketing contains: (i) sexually explicit or pornographic content, (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory, (iii) violence, (iv) politically sensitive or controversial issues; (iii) content which is discriminatory based on gender, religion, nationality, sexual orientation, age or disability; and/or (v) any unlawful behaviour or conduct.

6.12. The Affiliate shall ensure that the Affiliate Marketing and/or the Affiliate Marketings content is compliant with all Applicable Laws including without limitation any content, phrasing obligations and/or restrictions imposed on Superbet by Applicable Law including without limitation those required by the Romanian Regulator;

6.13. The Affiliate may inform potential Referred Players through the Affiliate's Facebook page, Instagram page and /or Google account that the Affiliate Sites display content which relates to the Superbet Sites but which in no way whatsoever comes from Superbet and/or any Superbet Group Company (Social Media Information) provided that: (i) the Affiliate possesses Google's, Facebook and/or Instagram's approval (as applicable) that it may do such; (ii) the Affiliate fully complies with Google's, Facebook and/or Instagram's (as applicable) terms of use which includes but is not limited to, any guidelines, policies, rules of conduct, terms of service, terms and conditions and/or anything analogous thereto; (iii) such information is truthful, complete and/or accurate; (iv) such Social Media Information complies with all Applicable Laws including without limitation those relating to marketing, advertising legislation, marketing legislation and/or Data Protection Legislation; (iv) the Social Media Information does not infringe the right of any third party including without limitation any intellectual property rights and/or (v) the Social Media Information is not defamatory and/or libellous. For the avoidance of doubt Affiliates Facebook page, Instagram page and /or Google account are not considered as the Affiliate Marketing and the Affiliate undertakes not to place and/or display the Links on the Affiliates Facebook page, Instagram page and/or Google account and Superbet shall in no way be liable to pay any Referral Commission for any Referred Players from the Affiliates Facebook page, Instagram page and /or Google account.

6.14. To permit accurate tracking, reporting and Referral Commission, the Affiliate must ensure that the Links between the Affiliate Marketing and the Superbet Sites are properly formatted throughout the term of this Agreement.

6.15. If the Affiliate is in doubt regarding the compliance of a particular marketing method and/or material with regards to the Superbet Sites with Applicable Laws, the Affiliate must seek the appropriate legal advice before starting such marketing and shall immediately provide Superbet with such advice well in advance of beginning such marketing.

## **7. DISCLAIMERS**

7.1. Superbet and/or any Superbet Group Company shall not be liable to the Affiliate in any way whatsoever should the Affiliate's Class 2 License issued by the Romanian Regulator be cancelled, revoked, discontinued, suspended and/or expire at any time for any reason.

7.2. The Superbet Sites, Super Affiliate Programme Site, Superbet Affiliate Programme and/or and the Links are provided "as is" without any express and/or implied warranty of any kind, and all warranties including warranties of merchantability, non-infringement of intellectual property rights, fitness for any particular purpose, and of completeness and/or accuracy of content are hereby excluded to the fullest extent permitted by law. Superbet, nor any Superbet Group Company and/or any of their respective licensors give any warranty and/or representation that the supply of material and content on, and/or links to or from, the Superbet Sites Super Affiliate Programme Site, and/or the Links will be uninterrupted, timely, secure or error free and/or that they are free of viruses or bugs.

7.3. In no event shall Superbet nor any Superbet Group Company be responsible and/or liable for any claim or dispute between the Affiliate and any user and/or recipient (as applicable) of the Affiliate Marketing.

7.4. Superbet nor any Superbet Group Company shall have no liability whatsoever, in the event that the Agreement is not accepted and/or validated by the Romanian Regulator.

7.5. The Affiliate acknowledges that different payment schemes may apply to other participants in the Superbet Affiliate Programme and who may be paid in a different manner to that of the Affiliate.

7.6. In no way whatsoever shall Superbet have any liability to the Affiliate with respect to any Affiliate Marketing.

## **8. CONFIDENTIALITY**

As a result of the Agreement and/or the Affiliate's participation in the Superbet Affiliate Programme, Superbet may provide to the Affiliate information which Superbet considers at its sole discretion to be confidential ("Confidential Information"). The Affiliate shall keep all Confidential Information confidential and shall only use such Confidential Information with respect of carrying out its obligations under the Agreement. The Affiliate shall not disclose the Confidential Information to any third party. Without derogating from the foregoing, the Affiliate will immediately notify Superbet if the Affiliate becomes aware of a breach of this Section or if a disclosure of Confidential Information is required by law. If requested by Superbet and/or on termination of this Agreement, the Affiliate shall immediately deliver to Superbet or destroy all Confidential Information in the Affiliates possession or control.

## **9. WARRANTIES REPRESENTATIONS AND UNDERTAKINGS**

9.1. The Affiliate warrants, represents and/or undertakes to Superbet that:

- 9.1.1. the Affiliate shall comply with all Applicable Laws including without limitation with respect to any all marketing and/or promotion activities it carries out on any or all marketing channels, whether online and/or offline, (which shall include without limitation compliance with any marketing legislation, gambling legislation, advertising legislation and/or Data Protection Legislation ;

- 9.1.2. the Affiliate shall not market and promote the Superbet Sites to any person under the age of 18 and/or the Affiliate Marketing shall not be designed to appeal to persons under the age of 18;
- 9.1.3. the Affiliate shall only market and/or promote the Superbet Sites in accordance with the Agreement and/or shall only market and/or promote the Superbet Sites in the Territory;
- 9.1.4. the Affiliate Marketing, and/or any related marketing materials and/or communications shall comply with Applicable Laws;
- 9.1.5. the Affiliate Marketing, and/or any related marketing materials and/or communications do not infringe the right of any third party including without limitation intellectual property rights;
- 9.1.6. the Affiliate shall not market and/or promote the Superbet Sites in a manner which is in violation of Applicable Laws;
- 9.1.7. it is the owner and/or operator of the Affiliate Marketing;
- 9.1.8. the Affiliate Sites have been approved by the Romanian Regulator;
- 9.1.9. it shall notify Superbet as soon as practicable possible of any change that might negatively affect the provision of the services by the Affiliate under the Agreement;
- 9.1.10. it shall immediately provide Superbet with evidence of the Affiliates payment to the Romanian Regulator with respect to its Class 2 License issued by the Romanian Regulator for the forthcoming year and/or upon Superbets request;
- 9.1.11. it shall not act in a manner that is disparaging and/or which may in any way portray the Superbet and/or any Superbet Group Company in a negative light, which includes without limitation the content of the Affiliate Marketing;
- 9.1.12. the Affiliate Sites will operate continuously 24/7;
- 9.1.13. it shall provide the services under the Agreement on a continuous basis;
- 9.1.14. it shall implement all necessary technical features and/or measures necessary to ensure that the Marketing Materials are not displayed and/or viewed (as applicable) by anyone under the age of 18;
- 9.1.15. the Affiliate possess the legal right to use, display and/or send (as applicable) the Affiliate Marketing;
- 9.1.16. it shall not give any impression whatsoever and/or mislead the potential Referred Player that the Affiliate Marketing in any manner whatsoever originates from Superbet and/or any Superbet Group Company;
- 9.1.17. it shall not hack the Superbet Sites nor assist in any third party in hacking the Superbet Sites;
- 9.1.18. it shall not to attempt to intercept or redirect traffic from another site and/or application with which Superbet and/or any Superbet Group Company has a contractual relationship with;
- 9.1.19. the Affiliate has and will maintain during the term of the Agreement all approvals, permits, authorisations, certifications, permits and/or licenses (which includes but is not limited to any approvals, authorisations, certifications, permits and/or licenses necessary from any applicable regulatory and/or governmental authority) required to enter the Agreement, carry out its marketing and/or promotion of the Superbet Sites as contemplated by the Agreement and/or participate in the Superbet Affiliate Programme;
- 9.1.20. all the information and/or documentation provided by the Affiliate are true and accurate;
- 9.1.21. the Agreement creates legal, valid and binding obligations on the Affiliate, enforceable against the Affiliate in accordance with its terms; and
- 9.1.22. the Affiliate is duly incorporated, organized and validly existing under the jurisdiction of its incorporation; (ii) the Affiliate has good and sufficient capacity, power, authority and/or right to enter into, execute and deliver the Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and/or (iii) the Affiliate has taken all necessary corporate action has been taken to authorize and approve the execution and delivery of the Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and/or obligations contained herein.

## **10. Compliance and Audit**

10.1. During the term of the Agreement and thereafter at any time Superbet and/or a third party acting on Superbet's behalf may audit the Affiliate with respect to the Affiliate's compliance with the terms of the Agreement and/or the amount of Referral Commission (if applicable) paid to the Affiliate. Such audit, at Superbet's discretion may be undertaken remotely and/or at the Affiliate's principal place of business. The Affiliate shall fully co-operate with Superbet and/or a third party acting on Superbet's behalf (at no cost to Superbet) and shall provide all documents, books, records and/or information requested as well as access to the Affiliate's systems. Superbet and/or a third party acting on Superbet's behalf, shall have the right to take copies of any records and/or documentation it reasonably requires.

In the event any audit reveals that Superbet has overpaid any Referral Commission to the Affiliate, the Affiliate shall reimburse Superbet all such amounts within 14 days of being notified of such.

The audit costs shall be borne by Superbet. However, should the audit reveal that the Affiliate has not fully complied with its obligations and/or any requirements under the Agreement, the actual and reasonable costs of that audit will be reimbursed by the Affiliate to Superbet all such amounts within 14 days of being notified of such.

10.2. Superbet shall have the right but not the obligation to monitor the Affiliate Marketing, to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide (and at no charge to Superbet), Superbet with all data and information to perform such monitoring.

## **11. LIMITATION OF LIABILITY**

Superbet and/or any Superbet Group Company will not be liable for any indirect, special and/or consequential damages and/or any loss of revenue, profits, goodwill, reputation and/or data arising in connection with the Agreement and/or the Affiliate's participation in the Superbet Affiliate Programme, even Superbet has been advised of the possibility of such damages. Without derogating from the foregoing, Superbet's aggregate liability arising with respect to the Agreement will not exceed the total Referral Commission paid to the Affiliate under the Agreement in the 12 months prior to the event giving rise to such liability. Furthermore, nothing in the Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to the Agreement unless explicitly stated herein.

## **12. INDEMNIFICATION**

The Affiliate hereby agrees to defend and indemnified Superbet, any Superbet Group Company and their respective shareholders, officers, directors, employees, agents, successors and/or assigns (collectively and individually the Superbet Indemnified Parties) on Superbet's first demand from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by any of the Superbet Indemnified Parties (collectively and individually the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) the Affiliate's breach of the Agreement; (ii) the Affiliate Marketing; (iii) any claim related to the Affiliate's entitlement to use or the display of the Links and/or Licensed Materials on the Affiliate Marketing; (iv) the Affiliate's non-performance and/or non-observance of the Affiliates obligations in the Agreement; (v) the Social Media Information; (vi) any marketing and/or promotion activities carried out by the Affiliate in relation to Superbet Affiliate Programme; and/or (vii) if the Agreement has not within 15 (fifteen days) of the Agreement being executed by the Parties, the Affiliate has not provided a copy of the executed Agreement to the Romanian Regulator.

## **13. TERM AND TERMINATION AND SUSPENSION**

13.1. The Agreement will come into force when the Commercial Agreement is signed by both Parties and shall continue until terminated in accordance with these Terms. Notice of termination is to be sent by email by either Party to the other Party.

13.2. At any time, either Party may immediately terminate the Agreement by giving the other Party written notice of termination.

13.3. In the event that the Affiliate breaches the Agreement and/or the Affiliate sells any part of its business and/or registers any change of legal and/or beneficial owner of the Affiliate, Superbet may terminate the Agreement with immediate effect on written notice to the Affiliate.

13.4. Superbet may terminate the Agreement on written notice to the Affiliate in the event that: (i) the Affiliate carries out any action Superbet reasonably believes will expose the Superbet or any Superbet Group Company to regulatory repercussions in any jurisdiction; (ii) Superbet reasonably believes that the Affiliate has breached Applicable Laws; and/or (iii) Superbet or any Superbet Group Company is ordered or required by a regulator including without limitation the Romanian Regulator to terminate its relationship with the Affiliate.

13.5. Notice of termination of the Agreement by the Affiliate must be sent to affiliates@superbet.ro. Notice of termination sent by Superbet shall be sent to the Affiliate Account Email Address.

13.6. In the event the Agreement is terminated in accordance with Section 13.2, if: (i) Superbet pays the Affiliate Referral Commission which contains a Referral Revenue Share Commission and/or a CPA Commission (as and if applicable), Superbet reserves the right to withhold the final Referral Commission payment owed to the Affiliate (if applicable) for a reasonable time to ensure that the correct amount is paid to the Affiliate; or (ii) Superbet pays the Affiliate Referral Commission which contains a Flat Fee Payment, Superbet shall only be liable to pay the Affiliate a pro rata amount of the Flat Fee Payment for the amount of days which have expired in full up to the effective date of termination of this Agreement.

13.7. Other than with respect to termination of the Agreement in accordance with Section 13.2, if the Agreement terminates for any other reason whatsoever, in such event (as applicable) Superbet may retain any Referral Commission otherwise payable to the Affiliate under the Agreement and will no longer be liable to pay any Referral Commission to the Affiliate.

13.8. Upon the termination of the Agreement for any reason, the Affiliate will immediately cease use of, and remove from the Affiliate Marketing, all Links, Licensed Materials and/or any content owned, developed, licensed or created by Superbet and/or any Superbet Group Company and/or provided to the Affiliate by Superbet in connection with the Agreement from the Affiliate Marketing and all rights and licences granted to the Affiliate in the Agreement shall immediately terminate.

13.9. Superbet may suspend the Agreement at its discretion immediately upon notice to the Affiliate, if Superbet considers that the Affiliate is for any reason unsuitable to be a marketing partner and/or the Affiliate is in breach of the Agreement. Superbet shall not be required to disclose its reasoning in connection with any such suspension. Where Superbet suspends the Agreement, it may withhold any Referral Commission that otherwise may have been due to the Affiliate.

#### **14. FORCE MAJEURE**

14.1. Superbet shall not be responsible for delay in performing any obligation including without limitation any payment obligation under the Agreement within the time limit required for such performance, due to Force Majeure affecting Superbet and/or any Superbet Group Company. Upon the occurrence of a Force Majeure event, such schedule or time-limit for performance shall be extended accordingly.

The term "Force Majeure" means an event beyond the reasonable control of Superbet and/or any Superbet Group Company including without limitation acts of God, acts of government, fire, flood or storm damage, earthquakes, labour disputes, war, and/or riot.

#### **15. DATA PROTECTION**

15.1. The Parties agree that they are Independent Controllers as both the Superbet and Affiliate process the same set of personal data independent on a different purpose and means of processing. Each Party acts as an

independent Data Controller for the Personal Data they hold and are not joint data controllers under Data Protection Legislation.

15.2. The Parties agree that the Personal Data processed in the scope of this Agreement refer to:

- (i) Personal data belonging to the Superbet representative or other persons designated to represent Superbet for the performance of the Agreement.
- (ii) Personal Data belonging to the representative of the Affiliate and/or other persons designated to represent the Affiliate for the performance of the Agreement.
- (iii) Personal Data belonging to potential Referred Player that interacts with the Link on the Affiliate Marketing in order to register and engage in online gaming activity using services provided by Superbet (Tracking Profile Data).

15.3. Each Party undertakes to comply with any provisions applicable to it from the point of view of the protection of Personal Data set forth in Regulation 679/2016 and other applicable regulations, including, but not limited to, the obligation to process data in accordance with all the principles set out in Article 5 of Regulation 679/2016, the obligation to ensure compliance with and to facilitate the exercise of the rights of the natural persons concerned with regard to data portability, access to the subject, legal access requests and rectification requests, modification and disposal and to ensure the confidentiality and security of Personal Data.

15.4. Each Party undertakes to ensure the protection, confidentiality and security of Personal Data processed in accordance with the legal provisions, including Regulation 679/2016, the terms and conditions of this Agreement and all other applicable data protection law.

15.5. Both Parties ensure that Personal Data is processed only to the extent that processing is required for the performance of this Agreement.

15.6. Both Parties shall ensure that appropriate technical and organizational measures are in place to protect the Personal Data in their possession against unauthorized or unlawful processing and accidental loss, destruction, deterioration, alteration or disclosure.

15.7. Each Party shall co-operate with each other to set out the requirements to meet relevant obligations of Data Protection Legislation (for example in respect of data portability, subject access, lawful access requests and requests for rectification, amendment and disposal).

15.8. If a Party becomes aware of a true or suspected violation of the security, confidentiality or integrity of the Personal Data of the other Party when such data is processed, both Parties agree to notify the other affected party within 12 hours of identifying the breach of the data personally and to consult with each other on the measures that may be necessary or appropriate to investigate, mitigate and remedy the breach and otherwise fulfill their obligations under applicable data protection law.

The notification/communication shall be made to the following contact details:

For Superbet:

Mr. Horatiu Grigorescu

E-mail address: horatiu.grigorescu@superbet.ro

Phone: +40.726.044.415

For the Affiliate: To any of the DPO Contact Details

15.9. Each Party ensures that Personal Data is processed only by persons authorized to do so and under an appropriate contractual obligation regarding privacy laws;

15.10. Unless there is any other legal obligation to do so or appropriate legal grounds, each Party shall return, delete or destroy all Personal Data processed on or on behalf of the other Party, including physical or electronic documents, and copies thereof on any medium or any material derivatives that include such personal data within

5 working days of termination of the Agreement and/or the request for return, erasure or destruction for any reason by a Party.

#### 15.11. Direct Marketing

- 15.11.1. To the extent that the Affiliate collects or process Personal Data for the purpose of carrying out direct marketing activities (including, without limitation, email campaigns or text-message campaigns; collectively Direct Marketing), which promote services or products offered by Superbet and/or the Affiliate and/or other third parties ("Communications"), then the Affiliate shall:
  - 15.11.1.1. Run direct marketing campaigns only to data subjects who previously accepted to receive such notifications, unless other lawful basis applies in accordance with all Data Protection Legislation
  - 15.11.1.2. Comply with any and all Data Protection Legislation that apply to such activity, including without limitation the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) and the e-Privacy Directive;
  - 15.11.1.3. Ensure that is has provided the data subjects with any notice necessary as required under Data Protection Legislation, prior to delivering any Communications;
  - 15.11.1.4. Ensure that is has obtained and sufficiently recorded the data subjects affirmative consent (including recording of the user ID, timestamp, relevant domain and source, and other relevant data as necessary) prior to delivering any Communications;
  - 15.11.1.5. Upon Superbets request, provide Superbet with any and all records relating the data subjects affirmative consent and notices provided to the data subjects;
  - 15.11.1.6. Ensure that any and all Communications include a clear and conspicuous notice of the opportunity to opt-out of receiving future Communications, in an easy manner;
  - 15.11.1.7. Record and comply with any request to opt-out or unsubscribe from receiving Communications, as soon as technically feasible, and in any event within no later than twenty four (24) hours as of the receipt of such request;
  - 15.11.1.8. Ensure that the recipient of a Communications shall not be required to pay a fee or provide any other information for the purpose of opting-out of receiving Communications;
  - 15.11.1.9. Ensure that Communications are not delivered to any data subject that were indicated, either by Superbet or otherwise, to be excluded from the receipt of Communications, as directed by Superbet, from time to time.
  - 15.11.1.10. Based on the services to be provided by the Affiliate under the Agreement, Superbet may supplement these Data Protection provisions on written notice to the Affiliate.

#### 16. INDEPENDENT CONTRACTORS

The Parties are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.

#### 17. INDEPENDENT INVESTIGATION

Affiliate acknowledges that it has read the Agreement, that it has had the opportunity to receive legal advice and agrees to all the terms and conditions contained in the Agreement. The Affiliate also confirms that it has independently evaluated the desirability of participating in the Superbet Affiliate Programme and the Affiliate is not relying on any representation, guarantee, or statement other than as set out in the Agreement.

#### 18. GOVERNING LAW AND JURISDICTION

This Agreement and any matters relating hereto shall be governed by and construed in accordance with laws of Gibraltar. The courts of Gibraltar will have exclusive jurisdiction over any dispute arising out of or relating to the Agreement.

## **19. MODIFICATION**

Superbet may modify all or any part of these Terms at any time and at its sole discretion. Notice of any modification may be given by Superbet by: (i) email to the Affiliate Account Email Address and such email shall be deemed to have been served immediately when sent by Superbet; (ii) through a pop up message pop-up message once the Affiliate logs into the Affiliate Account whichever occurs sooner. If the Affiliate does not agree to such modification, its only remedy shall be to terminate the Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Superbet Affiliate Program, this will constitute binding acceptance by the Affiliate of such modification. The Affiliate should keep a record of all such modifications.

## **20. ADDITIONAL PROVISIONS**

20.1. No delay, neglect, or forbearance on the part of either Party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under the Agreement.

20.2. Any clause, provision, or portion of the Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a Gibraltar court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.

20.3. This Agreement expresses the whole agreement between the Parties and any arrangements, representations, letters or understandings that existed prior to the execution hereof, insofar as not specifically expressed in the Agreement, shall be ineffective.

20.4. Superbet reserves the right to transfer, assign, sublicense or pledge the Agreement, in whole or in part, without your consent: (i) to any Superbet Group Company; and/or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.

20.5. In case of any discrepancy between the meanings of any translated versions of the Agreement, the meaning of this English language version shall prevail.

20.6. In the event of any contradiction and/or discrepancy between the Terms and the Commercial Agreement, the Terms shall govern.

20.7. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of the Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose. Without derogating from the generality of the foregoing, Sections 4.5, 4.9, 4.13, 4.16 (if applicable), 4.17 (if applicable), 4.20 (if applicable), 4.21, 5, 6.2.9, 6.2.11, 6.7, 6.8, 6.10, 7, 8, 10.1, 11, 12, 13.6 (if applicable), 13.7 (if applicable), 13.8, 15.8, 17, 18, 20.1, 20.2, 20.5 and/or 20.7 hereof shall survive termination of the Agreement.