

Terms and Conditions to the Affiliate Agreement

INTRODUCTION

These Terms and Conditions set out below represent legally binding clauses for the Affiliate Agreement between Spinwise and the Affiliate with respect to the Affiliate Program.

It is important that the Affiliate carefully reads and understands the Terms and Conditions prior to submitting the Affiliates' Application Form to join the Affiliate Program. If the Affiliate does not understand any part of these Terms and Conditions, the Affiliate is advised to contact Spinwise by email at: hey@spinwise.com. If the Affiliate does not fully agree with any part of these Terms and Conditions, the Affiliate should not apply to join the Affiliate Program.

By submitting the Affiliates' Application Form the Affiliate unconditionally approves and agrees with the Terms and Conditions set out below and once the Affiliate is registered by Spinwise in the Affiliates Program, it is considered that the Affiliate and Spinwise have concluded the Affiliate Agreement.

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS	2
2. PARTICIPATION IN THE AFFILIATE PROGRAM	5
3. UNDERTAKINGS AND OBLIGATIONS OF THE AFFILIATE	6
4. COMMISSION PLANS, REPORTS AND PAYMENTS	9
5. DIRECT MARKETING COMMUNICATION	12
6. CONFIDENTIAL INFORMATION	14
7. INTELLECTUAL PROPERTY	15
8. PERSONAL DATA POLICY AND PROTECTION	15
9. HIGH ROLLER POLICY	16
10. WARRANTIES AND REPRESENTATIONS	17
11. TERM AND TERMINATION	18
13. MISCELLANEOUS	19

1. DEFINITIONS AND INTERPRETATIONS

Affiliate - an independent person, whether a natural person conducting business activity as self-employed or a legal person, acting in the course of business and is engaged in advertising and marketing activities, has successfully filled out and submitted the Affiliate Application Form, registered an Affiliate Account and has concluded the Affiliate Agreement with Spinwise by accepting these Terms and Conditions set out herein.

Affiliate Account - digital account opened by Spinwise where the Affiliate's statistics are tracked, measured, reported and any payments and Affiliate Fees shall be credited.

Affiliate Agreement - Affiliate Application Form, these Terms and Conditions jointly with or without an agreement and/or insertion order signed between the Affiliate and Spinwise that specifies terms of cooperation with the Affiliate: brands/websites to be promoted, targeted countries, term for cooperation, marketing material, additional restrictions and obligations, etc.

Affiliate Application Form - a registration form for participation in the Affiliate Program that can be found on the Spinwise website and is filled out by the Affiliate to participate in the Affiliate Program.

Affiliate Associated Person - Affiliates' immediate family members (spouse, partner, child, parents, sibling), close associates, friends, relatives, employees, business partners, advisors and other persons, with whom the Affiliate has personal or legal relationship.

Affiliate Fee - the amount payable to the Affiliate based on the results and performance of their Customers according to the selected Remuneration Plan based solely and exclusively on the information and measurement of Spinwise.

Affiliate Program - Spinwise affiliate program where Spinwise collaborates with Affiliates to connect Operators' online products or services with Potential Customers. The Affiliate promotes Operators' Website through Affiliate Site by using Marketing Materials and Tracking Links and thereby be paid an Affiliates Fee in accordance with the Affiliate Agreement and agreed Remuneration Plan.

Affiliate Site - one or more websites operated, maintained or otherwise legally controlled by the Affiliate to promote the Operator and/or its Website by displaying Marketing Materials.

Business day - any day of the week, excluding Saturdays, Sundays and national holidays in Cyprus.

Confidential information - any information of commercial or essential value for Spinwise, the Group Company or the Operator, including, any information relating to Spinwise, Group Company or the Operators' financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information

about Customers, other customers and users of the Operator, the Operators' technology, marketing plans and manners of operation.

CPA Commission - a remuneration plan, according to which the Affiliate receives a fixed amount (as set in the Affiliate Agreement or the Affiliate Account) per Customer referred by the Affiliate.

Customer - A new user that has registered at the Operator's Website and was identified by an Affiliate's Tracking Link assigned to the Affiliate, who: (i) has opened a Customer Account; (ii) deposited the minimum amount of funds as specified in the Remuneration Plan; and (iii) is not Affiliate Associated Person.

Customer Account - a designated account opened by a Customer on the Website and into which funds or other forms of legal tender shall be deposited, held and paid out from time to time in connection with the Customer's betting activities on the Operator's Site/s.

Deductible Costs - include, but are not limited to third party licensing fees, chargebacks, progressive jackpot contributions, duties and taxes, transaction fees, game royalties, and any other cost incurred by the Spinwise and/or the Operator.

Fraud department - Spinwise department specifically dedicated to detect and investigate fraudulent activities conducted by the Customers and/or Affiliates.

GDPR - all applicable data protection, privacy and electronic marketing legislation, including, but not limited to, the General Data Protection Regulations (EU 2016/679) and any related national legislation, as well as any rules or regulations issued by a competent authority at any time.

Group Company - any legal person which is a holding company or subsidiary of Spinwise or a subsidiary of a holding company of Spinwise and shall include any company in which a Group Company has a shareholding of 50% or more or any legal person which is in joint venture with Spinwise.

Hybrid Commission - a remuneration plan that consists of CPA Commission and Revenue Share Commission.

Marketing Materials - materials provided by Spinwise (unless otherwise agreed between the Parties) and used by the Affiliate in order to promote the activity related to Spinwise, including banners and text links and any other promotional material that the Affiliate subsequently uses to advertise Spinwise brands.

Net Revenue - the calculation of the total wagers of a Customer minus (i) winnings, (ii) awarded bonuses and/or loyalty rewards, (iii) administration costs (iv) payment fees; (v) fraud costs; (vi) charge-backs; (vii) returned stakes; (viii) gaming duties or local taxes (incl. VAT) and (ix) any commissions/fees due to third parties for licensing games and/or game software.

No-Negative Carryover - in case the Affiliate's balance under a Revenue Share Commission Plan in any given month is negative due to Customer winnings and/or Non Cash Items and/or Cash Items and/or Progressive Contributions the said balance will be

set to zero. A negative balance due to Fraudulent activities or High Roller Policy will be carried over to next month.

Operator - any online gambling operator which cooperates with Spinwise to use the Affiliate Program.

Party/ies - both Spinwise and the Affiliate referred to each separately or both together.

Potential Customer – any person who the Affiliate promotes the Website to, but who has not yet opened the Customer Account and, therefore, has not yet become a Customer.

Remuneration Plan – commission plan (Revenue Share, CPA or Hybrid Plan) which may be determined individually with Spinwise in the agreement or insertion order.

Restricted Territories – countries where the operations of the Website are prohibited. The list of Restricted Territories for the Website could be found in the appropriate section of terms and conditions of the corresponding Website.

Revenue Share Commission – the default remuneration model used in this Affiliate Program, according to which the Affiliate receives a percentage of the Net Revenue derived by the Operator from the Customer referred by that Affiliate.

Spam Traffic - any deposits, gross revenue or traffic generated at the Website or in the Customer's Account through illegal means or in bad faith, regardless of whether or not it actually causes harm to any member of the Spinwise Group or any third party. Spam Traffic includes, but is not limited to, spam, false advertising, unauthorized incentives (financial or otherwise), deposits generated by fraudulently obtained payment methods, collusion, manipulation of the service system, bonuses or promotions or any other unauthorized use of Customer's Accounts.

Spinwise - PSS ROCKETSHIP MANAGEMENT LIMITED, a company incorporated under the Laws of Cyprus and bearing company registration number HE415905 and/or any Group Company operating under Spinwise brand.

Tracking link - a unique tracking web link that allows the Affiliate to direct potential Customers to the Websites and which enables Spinwise to identify the Affiliate that has directed such specific Customer for the purpose of calculating the Affiliate Fee.

Terms and Conditions - these terms and conditions to the Affiliate Agreement.

Website - any website located at any URL owned, used, operated and/or maintained by the Operator.

- 1.1. Unless otherwise expressly agreed to in writing between the Parties, in case of any discrepancies between the provisions in the Terms and Conditions and any informal or formal, verbal or written understanding, agreement, insertion order, correspondence and or conversation by and between the Parties, the provisions of the Terms and Conditions will prevail over the provisions of any previous agreement, arrangements, understandings or communication.

- 1.2. Unless a contrary indication appears, a reference in these Terms and Conditions to words in the singular include the plural, and in the plural include the singular.
- 1.3. A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization.
- 1.4. A reference to a particular law is a reference to it, as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5. A reference to a time of day is a reference to Eastern European Time (GMT+2) time.
- 1.6. A reference to Spinwise, the Operator, the Affiliate or any other person includes their respective successors in title, permitted assignments and permitted transferees.
- 1.7. A **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.8. Any words following the terms **including, include, in particular, for example or any similar expression** will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9. A reference to a term “**in writing**” means communication between Spinwise and the Affiliate in paper form or by using any durable medium (email, communication platforms, Affiliate Account, etc.), which enables the Affiliate and Spinwise to store information in a way accessible for future reference.
- 1.10. References to **parts, paragraphs, clauses or sections** are to the parts, paragraphs or sections of these Terms and Conditions.
- 1.11. The headings in these Terms and Conditions are inserted for convenience only and will not affect the interpretation of these Terms and Conditions.

2. PARTICIPATION IN THE AFFILIATE PROGRAM

- 2.1. The Terms and Conditions govern the relations between Spinwise and the Affiliate under the Affiliate Agreement and unless otherwise specifically agreed replaces and supersedes any previous agreements between Spinwise and the Affiliate (if any).
- 2.2. By applying to the Affiliate Program the Affiliate confirms that it has read, understands and agrees to these Terms and Conditions.

- 2.3. In order to participate in the Affiliate Program the Affiliate must complete an Affiliate Application Form, which Spinwise may accept or reject at their sole and absolute discretion.
- 2.4. The Affiliate will receive an email from Spinwise indicating the acceptance or rejection of the submitted Affiliate Application Form. A dedicated Affiliate manager might contact the Affiliate for any specifics of the cooperation and the relevant Remuneration Plan, if necessary.
- 2.5. Upon Spinwise acceptance of the Affiliate's Application Form, the Affiliate shall be provided with a unique Tracking link and individual Affiliate Account. Any Customers acquired via the Tracking Link and the bets placed during such sessions shall be registered and/or tracked in the Affiliates' Account.
- 2.6. Spinwise shall administer the turnover generated via the Tracking Links, record the Net Revenues and the total amount payable to the Affiliate.
- 2.7. Spinwise shall provide the Affiliate with necessary information and Marketing Materials to take part in the Affiliate Program. Spinwise is not responsible for any marketing or advertising material which is not approved by Spinwise.
- 2.8. Spinwise shall be responsible for the content and presentation of any Marketing Material provided to the Affiliate by Spinwise.
- 2.9. Spinwise shall not be held liable for any fines, sanctions and/or other damages which may be incurred by the Affiliate as a result of its non-compliance with the Affiliate Agreement, Spinwise instructions and/or any applicable regulations as well as in case the Affiliate amends any Marketing Materials or information without receiving prior written consent from Spinwise.
- 2.10. The Affiliate is solely responsible to ensure that any and all information submitted in the Affiliate Application Form or directly to Spinwise is correct, true and kept up to date at all times.

3. UNDERTAKINGS AND OBLIGATIONS OF THE AFFILIATE

- 3.1. The Affiliate undertakes to:
 - 3.1.1. Provide accurate and complete information upon submitting the Affiliate Application Form;
 - 3.1.2. Revise any information provided in the Affiliate Application Form, within 3 (three) business days, should any part of it get changed;
 - 3.1.3. Immediately, but not later than within 3 (three) business days provide Spinwise with any requested information;
 - 3.1.4. Promote and refer Potential Customers to the Website in accordance with the Affiliate Agreement and any applicable laws and/or regulations;

- 3.1.5. Be solely responsible for the quality and manner of any marketing activities;
 - 3.1.6. Conduct only marketing activities that are competent, professional, and lawful under relevant guidelines, regulations and/or laws (including, but not limited to, any laws relating to the content and purpose of any advertising or marketing) and are otherwise compliant with the Terms and Conditions;
 - 3.1.7. Use the Marketing Materials in accordance with the Terms and Conditions, instructions set by Spinwise and any applicable regulations and/or laws;
 - 3.1.8. Obtain any necessary certificates, authorizations, registrations and licenses that are mandatory to take part in the Affiliate Program and market the Websites;
 - 3.1.9. Immediately and without delay notify Spinwise upon suspicion that any Potential Customer is a bonus abuser, money launderer, fraudster or an abuser of remote gambling websites;
 - 3.1.10. In the advertising and promotion of Website and referral of Potential Customers use only Marketing Materials approved by Spinwise;
 - 3.1.11. Ensure that the Affiliate's login details for the Affiliate's Account are kept confidential, safe and secure. The Affiliate shall be solely responsible for any unauthorized use of their login details and for all activity and conduct on the Affiliate's Account, whether authorized by the Affiliate or not. The Affiliate shall immediately and without delay inform Spinwise of any suspected illegal and/or unauthorized use of the Affiliate's account.
- 3.2. The Affiliate undertakes not to:
- 3.2.1. Use or place on any online site or other durable medium incorrect, inaccurate, confusing, misleading and/or fraudulent Marketing Materials or information, that may potentially confuse or mislead a Customer or a Potential Customer;
 - 3.2.2. Place Marketing Materials on any online site or other durable medium, where the content and/or material violates the intellectual property rights of third parties;
 - 3.2.3. Copy or resemble the look and feel of any Website in whole or in part or otherwise damage the Operator's or Spinwise goodwill or reputation in any way;
 - 3.2.4. Develop and/or implement marketing and/or public relation strategies which have as their direct or indirect objective the marketing of the Website to any person who is less than 18 years of age (or such higher age of legal consent as may apply in the relevant jurisdiction);
 - 3.2.5. Modify the Marketing Materials in any way unless a prior written consent is obtained by Spinwise;

- 3.2.6. Alter, redirect or in any way interfere with the operation or accessibility of the Websites or any pages thereof;
 - 3.2.7. Unlawfully acquire any right to any personal data relating to the Customers and/or Potential Customers;
 - 3.2.8. Register as a Customer on behalf of any third party, or authorize or assist (save by promoting the Website in accordance with these Terms and Conditions) any other person to register as a Customer;
 - 3.2.9. Cause any confusion regarding Spinwise relationship with the Affiliate or any third party, or regarding the ownership or operation of the Website or service on which any processes or transactions are occurring;
 - 3.2.10. Cause the Website (or any parts or pages thereof) to open in a visitor's browser other than as a result of the visitor clicking on banners or text links contained in or as part of any Marketing Materials;
 - 3.2.11. Attempt to intercept or redirect (including via user-installed software) traffic from or to any website or other place that participates in the Affiliate Program;
 - 3.2.12. Violate the terms of use and any applicable policies of any search engines;
 - 3.2.13. Register domain names, or bid on keywords or search terms related to Websites;
 - 3.2.14. Attempt to market or promote any of the Websites within territories designated as Restricted Territories, attempt to circumvent any restriction which We have put in place to prevent Potential Customers from Restricted Territories from signing up as Customers, or attempt to disguise the geographical location of a Customer, without prior approval of Spinwise;
 - 3.2.15. Provide any details or information on Customers' to any third party, during the term of the participation in the Affiliate Program and at any time after participation in the Affiliate Program. If You try to provide any Customer's details to any third party, We shall be entitled to immediately terminate this Agreement and to indefinitely withhold and seize all Affiliate Fees owed to You at that time;
 - 3.2.16. Use or place any Marketing Materials on any online site or other medium where the content and/or material on such online site or medium is libelous, discriminatory, obscene, unlawful, sexually explicit, pornographic, unlawful or violent or which is, at Spinwise sole discretion deemed unsuitable.
- 3.3. The Affiliate acknowledges that Spinwise and/or the Operator own all intellectual property rights of any and all of the Marketing Materials, their brands and the Websites, domains (the "Marks"). Any use of any intellectual property, trademark, domain name or trade name which content is similar to or is composed of the

Marks (other than in accordance with these Terms and Conditions) without prior written approval from Spinwise, shall be unauthorized. By way of example, but without limitation, the Affiliate may not register or use any of the Marks in any part of any domain name. The Affiliate agrees that any use of the Marks inures to Spinwise sole benefit and that the Affiliate shall not obtain any rights in the Marks as a result of such use. The Affiliate shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are composed of the Marks, and the Affiliate hereby agrees to immediately transfer any such registration to the respective Operator upon demand. The Affiliate further agrees not to claim ownership of and title to the Marks in any way.

- 3.4. The Affiliate shall adhere to and act at all times in a manner consistent with:
 - 3.4.1. preventing gambling from being a source of illegal activities and/or disorder, being associated with illegal activities and/or disorder or being used to support illegal activities and/or disorder;
 - 3.4.2. ensuring that gambling is conducted in a fair and open way; protecting children and other vulnerable persons from being harmed and/or exploited by gambling.
- 3.5. Tracking links are for the Affiliates sole use and are not to be assigned to other persons without obtaining prior written consent from Spinwise.
- 3.6. The Affiliate or the Affiliate Associated Persons are not permitted to have a Customer Account registered and tracked under their own Affiliate Account.

4. COMMISSION PLANS, REPORTS AND PAYMENTS

- 4.1. The Affilaite's Account shall be set to standard Remuneration Plan unless otherwise specified and agreed between the parties. The standard Remuneration Plan refers to a Net Revenue Share percent determined by the number of Customers referred by the Affiliate within one month and is calculated in accordance with the rules given by the definition of Net Revenue.
- 4.2. If the total amount of the Affiliate Fees owed to the Affiliate is less than EUR 100 for any calendar month, the balance will be transferred and combined with next month's Affiliate Fees until the total amount becomes EUR 100 or higher. However, in order to be eligible for an Affiliate Fee withdrawal, the Affiliate is not required to refer a certain number of Customers in any span of any calendar month.
- 4.3. The Affiliate Fees are paid in euro (EUR) currency. The Affiliate Fees shall be paid through any of the payment methods available in the Affiliate Program and selected by the Affiliate inside the Affiliate Account. The Affiliate is responsible for keeping payment details updated at all times. Any charges in connection with

transferring the Affiliate Fees will be covered by the Affiliate and deducted from the Affiliate Fees. The Affiliate is solely liable for payment of any currency conversion charges or any other charges associated with the transfer of Affiliate Fees.

- 4.4. Unless otherwise agreed, the Affiliate Fees shall be paid monthly, until the 15th of the following month, only after any deductions and/or setoffs in accordance with these Terms and Conditions.
- 4.5. In case the Parties have agreed in writing that the Affiliate issues invoice to Spinwise for the generated Affiliate Fees, the Affiliate is obliged to prepare and send the invoice to accounts@spinwise.com
- 4.6. Neither the Affiliate nor the Affiliate Associated Partners are allowed to become Customers registered through Tracking link. Violation of this section shall entitle Spinwise to indefinitely withhold and seize all Affiliate Fees.
- 4.7. The number of Customers per individual household computer is strictly limited to one. Customers who registered with the Website using a VPN, a proxy server, or share the same IP Pool – will not be credited towards Affiliate Fees.
- 4.8. Spinwise calculations in relation to the Affiliate Fees shall be a final and authoritative tool and shall not be open to a review or discussion. Spinwise shall make relevant figures available to the Affiliate through the Affiliate Account. In order to allow accurate tracking, reporting, and Affiliate Fee allocation, the Affiliate must ensure that the Tracking links are properly formatted throughout the term of the Affiliate Agreement.
- 4.9. Spinwise has the right to review all Affiliate Fees for any possible fraud, regardless of whether such fraud may be the fault of the Customer or the Affiliate. The review of any potential fraud shall not exceed a period of 180 days. Until any ongoing review Spinwise has the right to withhold all Affiliate Fees. If deemed by Spinwise that the Affiliate or Customer has committed fraud, the Affiliate shall not be entitled to receive any Affiliate Fees that have been or will be generated in the Affiliate Account. Any instance of fraud by the Affiliate will constitute a breach of the Terms and Conditions. Spinwise has the right to off-set any amounts already received by the Affiliate (which can be shown to have been generated by fraud) from any Affiliate Fees acquired in the future.
- 4.10. The following actions shall constitute a fraud:
 - 4.10.1. actual or attempted bonus abuse on the Customer's end;
 - 4.10.2. Affiliate's or third party's encouragement of bonus abuse on the Customer's end;
 - 4.10.3. a chargeback executed by a Customer in relation to their deposit;
 - 4.10.4. collusion between Customers;
 - 4.10.5. the opening of the Customer Account in breach of the terms of the Terms and Conditions;

- 4.10.6. the offering or providing any Spam Traffic to potential Customers;
 - 4.10.7. any attempt by the Affiliate to artificially increase the Affiliate Fees;
 - 4.10.8. deposits, revenues or traffic generated through illegal means;
 - 4.10.9. any act which has been committed by the Affiliate and/or Customer in bad faith against Spinwise or to defraud Spinwise regardless of whether or not such action has resulted in any type of harm or damage to Spinwise (including without limitation deposits generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, and unauthorized use of any third party accounts, copyrights, trademarks and other third party intellectual property rights (which for the avoidance of doubt includes Spinwise intellectual property rights));
 - 4.10.10. any attempts to register and/or use any domain names confusingly similar to the ones owned by Spwinwise and/or the Operator, containing either the whole domain name or any of its parts including any possible alterations (e.g. letter replacement).
- 4.11. The Affiliate acknowledges that Potential Customers must use the Tracking link in order to receive Affiliate Fees upon them becoming Customers. In no event Spinwise shall be liable for the Affiliates failure to use Tracking links and for any Affiliate Fees miscalculation or other damage which may result from such failure. Notwithstanding any other provision herein, Spinwise may at any time and at its sole discretion amend Spinwise tracking system and reporting format.
- 4.12. If the Affiliate disagrees with the monthly reports or the amount of Affiliate Fees payable, the Affiliate must immediately send reasonable objection to Spinwise (in accordance with Clause 13.3). Objections must be sent within 10 (ten) days after receipt of the monthly report. Failure to notify Spinwise within the prescribed time limit shall be absolute and deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated. Furthermore, acceptance of Affiliate Fees or other payments from Spinwise will be deemed complete and final settlement of Affiliate Fees due for the month indicated. Notwithstanding the foregoing, if any overpayment is made by mistake or in the calculation of the Affiliate Fees spinwise has the right to correct such calculation at any time and to reclaim any overpayment and/or deduct and/or withhold any future Affiliate Fees.
- 4.13. At all times the Affiliate shall comply with all applicable regulations and/or policies in relation to money laundering and/or the proceeds of crime.
- 4.14. Unless otherwise agreed or permitted by regulations, all taxes related to any Affiliate Fees and payments are the Affiliates sole liability. The Affiliate is solely responsible for complying with the regulations, if any, for registering for and paying

direct and indirect taxes, including, but not limited to, VAT, levies, duties, income taxes and other charges in respect of any income from or in relation to the Affiliate Agreement and for collecting and paying the income tax and social security contributions. For the avoidance of doubt, it is hereby clarified that Spinwise will not increase the fees payable as Affiliate Fees due to any tax, levy, duty or charge (including, but not limited to, VAT) imposed on the payment of the Affiliate Fees, and all Affiliate Fees are inclusive of any such tax, charge, duty and/or levy (including, but not limited to, VAT).

5. DIRECT MARKETING COMMUNICATION

- 5.1. Any email, SMS and any other direct marketing communications and activities ('Direct Marketing Communication') are allowed only if the Affiliate has received clear and written consent from Spinwise, before the Affiliate commences any Direct Marketing Communication.
- 5.2. The Affiliate represents and warrants that any Direct Marketing Communication shall comply with the requirements of this Section 5 for any promotion of the Website the Affiliate carries out through email, SMS or related direct marketing channels ('Direct Marketing Channels').
- 5.3. The Affiliate is solely responsible for ensuring that all activities of the Affiliates Direct Marketing Communication, as well as any actions that the Affiliate may conduct in respect of the Affiliate Agreement, comply with all applicable laws and do not infringe any legislation.
- 5.4. The Affiliate is obligated to comply with the following requirements for every Direct Marketing Communication:
 - 5.4.1. The communication makes it clear and unambiguous that it is an advertisement;
 - 5.4.2. If the communication involves any promotional offers or competition or games, that the offer, competition or game is clearly identified as such and that any requirements which the Potential Customer must meet in order to qualify for the offer, competition or game are clearly and unequivocally set out in the communication;
 - 5.4.3. The communication shall not be sent to persons under the age of 18 or under the age of legal consent for gambling activities (whichever is higher) in the country of the targeted recipient(s) of any such correspondence;
 - 5.4.4. Only promote the Website, and not third party products and/or sites, and do not include any other content except Marketing Materials;

- 5.4.5. To include a true name in the "From" field of any email and not a sales pitch, marketing message or any misleading information. The correspondence must clearly identify the Affiliate as the sender and the Affiliate shall not falsify or hide the Affiliates identity in any way. The Affiliate shall not to reflect or attempt to give any illusion that the message and/or email is sent on behalf of Spinwise;
- 5.4.6. To not mislead the recipient(s), regarding the content and purpose of the communication. The communication must have convenient functioning and distinct "opt-out" or "unsubscribe" methods and the Affiliate is obliged to address any request made by any receiver of the communication to opt out / unsubscribe in a timely manner.
- 5.4.7. The communication must include a valid email address to which the recipient can respond to unsubscribe or opt out from any future marketing communications. The reply address must be active for at least 30 days since the communication has been sent out and must also include a physical business address in any communication;
- 5.4.8. Any opt out or unsubscribe request submitted by any communication recipient must be addressed in a reasonable time frame, before any future communication is sent out to the same recipient. The Affiliate undertakes not to send any further marketing communications to any person who has indicated (by whatever means) that they do not wish to receive any further marketing communications;
- 5.4.9. The communication must include a link to the Affiliate's privacy policy.
- 5.4.10. The communication shall not be sent to any person who has registered on any applicable register of persons who do not wish to receive any marketing communications.
- 5.5. Each Affiliate sending out their own email and or SMS campaigns related to Spinwise and/or Operator's brands must comply with Spinwise email guidelines defined by the Affiliate's account manager. All Affiliates carrying out their own email and/or SMS campaigns linked to Spinwise and/or Operator's brands must use a valid and working unsubscribe and/or opt out link to their email and/or SMS campaigns.
- 5.6. The Affiliate must ensure that it has performed suppression of its mailing lists to exclude any individuals that are self-excluded from any gambling platform or any other individuals who should not receive Marketing Material. If the Customer or the Potential Customer has self-excluded from any of Operator's brands, the Affiliate shall ensure that the Customer or Potential Customer shall not receive any promotion after the self-exclusion.

- 5.7. In case the Affiliate receives any complaint regarding Direct Marketing Communication from a Potential Customer or Customer the Affiliate is obliged to immediately notify Spinwise.
- 5.8. In the event that Spinwise shall receive any complaint from a recipient of any Direct Marketing Communication or a competent authority in relation to the Affiliate's Direct Marketing Communications or practices or compliance with GDPR, the Affiliate shall be obliged to immediately provide Spinwise with full information regarding the corresponding recipient of the Direct Marketing Communication, including but not limited to the source and way of the Affiliate's obtaining the recipients personal data, proof of that recipient's opt-in consent and any other details that Spinwise shall request. The Affiliate agrees to provide all requested information within 3 business days from the receipt of Spinwise request.
- 5.9. The Affiliate hereby authorizes Spinwise to provide any information about the Affiliate, as the data controller solely responsible for the compliance with GDPR regulation with respect to the processing of personal data of the recipients of the Direct Marketing Communications, as well as any information that is in Spinwise disposal regarding the Affiliate's Direct Marketing Communication, to any competent authority.
- 5.10. The Affiliate undertakes not to artificially increase profit or to otherwise defraud Spinwise. This includes incentivised cashback traffic or any other spam traffic. If these conditions are not met, any Affiliate's profits generated from any such Customers will be forfeited and Customer Accounts shall be terminated. Traffic will be considered to be incentivised where Customers have been instructed to deposit specific amounts needed to trigger CPA deals (such as: "cheat the casino online," "make money online", "beat the casino online" and others). The Affiliate Account shall be submitted for inspection to Spinwise Fraud department to determine if fraudulent activities have taken place or not and the CPA conditions shall be automatically upgraded to a 200 wagering requirement.
- 5.11. Any Affilaite's promotional campaign must include the following symbols and/or terms: "BeGambleAware.org", "18+ only", "T&C apply" and "Gambling can be addictive. Play responsibly" or any other mandatory disclaimers as requested by competent authorities or applicable regulations.

6. CONFIDENTIAL INFORMATION

- 6.1. Throughout the duration of the Affiliate Programme, the Affiliate may from time to time be entrusted with Confidential Information. The Affiliate shall use the Confidential Information only for the purposes necessary to exercise its obligations under the Affiliate Agreement. For the avoidance of doubt, the Affiliate must not

- use the Confidential Information for any own commercial purpose or any other purpose other than those set in the Affiliate Agreement.
- 6.2. The Affiliate agrees to avoid disclosure of the Confidential Information to any third party unless the Affiliate has received a written consent from Spinwise.
 - 6.3. The confidentiality obligation will not apply to any Confidential Information that:
 - 6.3.1. has come into the public domain other than by breach of the Affiliate Agreement;
 - 6.3.2. is obtained from a third party without breach of this section;
 - 6.3.3. has been disclosed to the Affiliate by a third party, other than a Group Company;
 - 6.3.4. is required to be disclosed by law or other regulatory requirement provided notice is given to Spinwise prior to disclosure where legal to do so.
 - 6.4. In case of termination of the Affiliate Agreement the Affiliate shall (without request) use all reasonable endeavors to destroy any copies of Confidential Information in its possession, except to the extent the Affiliate is obliged to retain such information under any applicable condition of law, regulation or license.
 - 6.5. The Section 5 of shall survive the termination of the Affiliate Agreement and shall continue to apply for 5 (five) years after the termination of the Affiliate Agreement.

7. INTELLECTUAL PROPERTY

- 7.1. Upon acceptance into the Affiliate Programme, Spinwise shall grant the Affiliate a right to use the Intellectual Property of Spinwise and/or the Operator which is incorporated in the Marketing Material and/or which is otherwise approved in writing by Spinwise. The right to use the Intellectual Property shall be withdrawn immediately upon termination of the Affiliate Agreement. Other than the rights granted in the Section 6, nothing contained in the Affiliate Agreement or otherwise will grant the Affiliate any right, title or interest in the trademarks, trade names, service marks or other intellectual property rights of the Operator. For the avoidance of doubt, nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights. At no time during or after the term will the Affiliate allure, attempt, challenge, assist or allow others to challenge or to register or to attempt to register the marks of the Operator.
- 7.2. All Intellectual Property Rights created by the Affiliate and/or deriving from the Affiliate Agreement, (including, but without limitation, advertising materials, databases and personal data) shall be and become the sole property of Spinwise without any rights to the Affiliate.

- 7.3. At no time during or after the term of the Affiliate Agreement shall the Affiliate attempt, challenge, assist or allow others to challenge or to register or attempt to register the Intellectual Property Rights or any rights similar to the Intellectual Property Rights of Spinwise and/or the Operator.

8. PERSONAL DATA POLICY AND PROTECTION

- 8.1. Hereby the Affiliate agrees and gives permission to Spinwise to process and store the Affiliates personal data. The personal information may include but not be limited to e-mail addresses and transaction details, IP addresses, name, surname, personal identification documentation and data of the Affiliate and/or its employees.
- 8.2. Privacy Policy is available on Spinwise website and is an inseparable part of the Affiliate Agreement. It sets the terms for processing of any personal data Spinwise collects or might be provided to Spinwise by the Affiliate. The Cookie Policy is part of the Privacy Policy and details the information about the cookies Spinwise stores on its sites. By using Spinwise sites, the Affiliate consents to processing of personal data and cookies and warrants that all data provided by the Affiliate is accurate.
- 8.3. The Affiliate shall at all times comply with the GDPR and any other data protection regulation with respect to all data filtered to Spinwise. Without prejudice to the generality of the foregoing, the Affiliate undertakes to have in place a privacy policy which is readily accessible for any Potential Customer and/or Customer which informs of the manner in which their data is processed, the legal basis for such processing and the persons to whom their data may be shared, amongst other legal requirements.
- 8.4. Spinwise has the right to request that the Affiliate provides evidence regarding its compliance with the clause 8.3 and the Affiliate shall provide reasonable proof to this effect within 10 days of the receipt of such request.

9. HIGH ROLLER POLICY

- 9.1. During any calendar month, if one Customer accumulates wins of at least EUR 10,000 (ten thousand euros) or more, or gameplay shows characteristics of a high roller, this player may be considered a high roller and will be governed under this Section 9.
- 9.2. High rollers will be isolated from the Affiliate's pool of Customers and the negative revenue from this specific Customer will not affect the overall commissions from the other Customers during that given calendar month. The negative revenue created

- by the high rollers will be separately carried forward and counted against the future revenue generated by the high roller for a limited period of up to 12 (twelve) months.
- 9.3. The high roller will remain separated, and the negative balance will be adjusted by potential future positive revenue generated by the same high roller until the full amount of the negative balance has been satisfied and/or fulfilled during the limited period of 12 (twelve) months. The high roller will then be returned to the Affiliate pool of players to continue to generate future commission for the Affiliate.
 - 9.4. The Affiliate will be notified of any high rollers at latest 10 (ten) working days in the following month. The information about the negative balance generated by high roller(s) will be traceable by the Affiliate in the Affiliate Account or via monthly reports.
 - 9.5. All the high rollers that will be isolated from the Affiliate's pool will be bundled together in the high roller pool.

10. WARRANTIES AND REPRESENTATIONS

- 10.1. Spinwise does not make any warranties or commitments (whether explicit or implied by law, regulation or otherwise) regarding the Affiliate Program, the website or any content, products or services available in or connected to it or that the Website, Spinwise infrastructure, network, software or hardware (or those provided to Spinwise by third parties) would be error-free or with uninterrupted access. All representations, warranties and implied terms and conditions shall, except as expressly stated otherwise in the Affiliate Agreement, be excluded to the fullest extent permitted by regulations. Furthermore, Spinwise (its suppliers or underlying vendors) are not required to maintain redundant system(s), network, software or hardware.
- 10.2. Spinwise might at its sole discretion, use any means available to block or restrict certain Customers deposits, withdrawals or gameplay patterns, or decline applications from Potential Customers and/or Affiliates to minimize the amount of fraudulent, unprofitable transactions or for any other purpose. Spinwise, however, does not represent or warrant a successive application of any such fraud prevention efforts undergone.
- 10.3. Any responsibilities or obligations of Spinwise under the Affiliate Agreement are not to be considered personal obligations of the Spinwise shareholders, executives, directors, administrators, employees, contractors and/or representatives. Unless specifically indicated in the Affiliate Agreement, Spinwise shall not be be liable in any event for any direct or indirect, unintentional, consequential or punitive loss, harm or damage of any kind (regardless of whether Spinwise has been advised of

the likelihood of such loss) including any loss of business, profits, revenues or data. Spinwise liability under the Affiliate Agreement, whether in contract, litigation (including negligence) or in violation of statutory obligation or in any other manner, shall be for direct damages only and shall not surpass the Affiliate Fees earned and payable to the Affiliate in the preceding 3 (three) months when the event giving rise to the liability occurs.

- 10.4. The Affiliate shall protect, fully and upon request indemnify, and hold Spinwise and its shareholders, administrators, managers, employees, contractors, vendors, suppliers, agents and/or representatives harmless from and against any and all lawsuits, claims, liabilities, injuries, penalties, costs and expenses (including reasonable legal fees) arising from the Affiliate's non-adherence of the Affiliate Agreement, including for the avoidance of doubt, from the Affiliate's breach of obligations under the Affiliate Agreement in relation to personal data processing.
- 10.5. Without recourse to any other remedy or rights applicable to Spinwise pursuant to the Affiliate Agreement or otherwise, Spinwise shall be entitled to render all payments otherwise due by Spinwise to the Affiliate pursuant to the Affiliate Agreement against any liability of the Affiliate against Spinwise including any allegations Spinwise has against the Affiliate arising out of or arising out of the Affiliate's violation of the Affiliate Agreement and any contract, security included in the Affiliate Agreement.
- 10.6. Any affiliate actions and marketing activity that go against this Affiliate Agreement may have severe consequences including without limitation: termination of Affiliate accounts, fines and possible civil and criminal charges against the Affiliate. Any marketing activities in violation of the guidelines and terms set out by any gaming authorities and in any applicable regulations may result in the Affiliate being held fully responsible and liable for any penalties or fines related to this infringement.

11. TERM AND TERMINATION

- 11.1. The Affiliate Agreement shall take effect with the opening of the Affiliate Account and shall continue for an indefinite period of time. Either party has the right to terminate the Affiliate Agreement without cause by providing 24 (twenty-four) hour prior notice to the other Party.
- 11.2. The Affiliate may terminate the Affiliate Agreement upon written notice addressed to hey@spinwise.com with a subject line "Termination". For the avoidance of doubt, the Affiliate's participation in the Affiliate Program shall end with the termination of the Affiliate Agreement.

- 11.3. Spinwise has the right to terminate the Affiliate Agreement in whole or partially at any time for any violation of the Affiliate Agreement upon written notice addressed to the email address the Affiliate has provided to Spinwise upon registration of the Affiliate Account. For the avoidance of doubt, unless otherwise agreed, once the Affiliate Agreement has been terminated, the Affiliate will not earn any Affiliate Fees, even if the Tracking links are still functional. Should Spinwise terminate a particular Tracking Link the Affiliate would no longer receive any Affiliate Fees from that Tracking Link.
- 11.4. Spinwise has the right to temporarily discontinue the Affiliate agreement (in whole or in part) without prejudice to Spinwise further rights and remedies. Spinwise shall withhold any payments of any Affiliate Fees generated through any affected Tracking Links during a suspension period. The Affiliate shall be paid any withheld Affiliate Fees within 30 days of the suspension being lifted.
- 11.5. Upon termination of the Affiliate Agreement, the following shall apply:
 - 11.5.1. The Affiliate shall return all confidential information and stop use of any Marketing Materials;
 - 11.5.2. The Affiliate shall cease to advertise the Website;
 - 11.5.3. Spinwise shall subtract any amounts owed to Spinwise from the Affiliate Fees.
 - 11.5.4. Spinwise shall not be obliged to pay any Affiliate fees to the Affiliate in conjunction with any Customers, even if they have been directed to the Website through by the Affiliate and/or through the Tracking Links, during or after the duration of the Affiliate Agreement, unless agreed otherwise;
 - 11.5.5. Any Tracking Links might be left accessible, redirected or deactivated in sole discretion of Spinwise without any obligation to pay the Affiliate any Affiliate Fees.

12. AMENDMENTS

- 12.1. Spinwise has the right to, at any time and at its sole discretion, with or without giving any prior notice to the Affiliate, amend, alter, delete or add any of the provisions of the Terms and Conditions. If applicable, a written notice of the amendments will be sent to the Affiliate's registered email address and such notice will be deemed to be served once sent by Spinwise. The Affiliate is solely responsible for familiarizing with any amendments and changes to the Terms and Conditions.
- 12.2. Following any amendments, the Affiliates' continued participation in the Affiliate Program shall constitute a binding acceptance of the amended Terms and Conditions.

13. MISCELLANEOUS

- 13.1. The Affiliate is informed that Spinwise will conclude the Affiliate Agreement with other Affiliates at any time (directly or indirectly). There is no arrangement between the Affiliate and Spinwise under the Affiliate Agreement regarding exclusivity, collaboration, joint venture, service or franchise.
- 13.2. Any notices and communication from Spinwise shall be sent to the Affiliate by email to the address provided by the Affiliate on the Affiliate's Application.
- 13.3. The Affiliate shall send all notices and communications to Spinwise at the following email address: hey@spinwise.com, or such other email address as may be notified to the Affiliate via the Affiliate Account from time to time.
- 13.4. Notices and communications will be deemed to be received within 1 (one) business day after being sent.
- 13.5. If either Party is prevented or delayed in performance of any of its obligations by Force Majeure, Spinwise shall have no liability in respect of the performance of its obligations as are prevented by the Force Majeure events and during the continuation of such events. "Force Majeure" means any cause beyond the reasonable control of the Company including, without limitation, act of God, war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism, fire, explosion, flood, storm, theft or malicious damage, strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction, national defence requirements, acts or regulations of national or local governments (including, without limitation, any regulation restricting, preventing or otherwise prohibiting the provision or availability of internet-based casino, sports book and poker gaming), inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.
- 13.6. In case of any discrepancy between the meanings of the English version of the Terms and Conditions and any non-English translation of the Terms and Conditions, the English version shall prevail.

14. GOVERNING LAW AND JURISDICTION

- 14.1. The Affiliate Agreement is regulated and interpreted in compliance with the laws of Cyprus without giving rise to the concepts of conflicts of law. The Affiliate consents irrevocably to apply to the exclusive jurisdiction of the courts of Cyprus for the resolution of any argument, conflict or matter arising out of or related to the Affiliate Agreement or its enforceability.