

Terms & Conditions

This document sets terms between: Bro Affiliates, and the person/company set out on the relevant application form (hereinafter the "Affiliate"), enabling the Affiliate to join and become a member of Bro Affiliates Program

- **1.** It is the affiliate's responsibility to make sure that the information provided to the Company is truthful and correct.
- **2.** The affiliate commits to promoting Bro Affiliates on its site or sites in exchange for a commission if conditions in this agreement are met.
- **3.** The Company reserves the right to amend parts of this agreement at any time, which decision is at its sole discretion of the company. The company will notify affiliate partners via email or by a pop-up message once the Affiliate logs into the Affiliate Platform – whichever occurs sooner. If the Affiliate does not agree to such changes, the Affiliate may terminate this Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Program after the Company has posted the changes, this will constitute binding acceptance of such changes.

DEFINITIONS

- **"Affiliate"** defines the legal person who, after having entered into this Agreement, makes space on its website or other media platform ("Affiliate Site" or "Site") for the Content provided by the Company for the purposes of this Agreement.
- **"Affiliate account"** related to the account set up by the Company reflecting the information submitted by the Affiliate in the initial application form.

- "**Bonuses**" refer to "no deposit money", "free bonus money", "free bets", "free spins", "cash back", "bonus back", coupons, rebates, and or similar that the New Customer can utilise as bonus bets staked in at Bro Affiliates.
- "**Brand**" refers to Bro Affiliates
- "**Commission**" means the compensation due to the Affiliate based on the agreed percentage of Net Revenue ("Revenue Share"), Cost Per Acquisition, or other reward plans.
- "**Company**" refers to Bro Affiliates.
- "**Confidential Information**" means any information that is treated as confidential by either party, including technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing.
- "**Content**" means any marketing material needed to promote the Company's brand which usually but not exclusively is defined as promotional banners, tracking links, landing pages and translated copy.
- "**Database**" refers to information about newly acquired customers acquired by the affiliate partners, containing any Company proprietary New Customer data for the purposes of this Agreement, including without limitation to Personal Data and contact information, and excluding all other Company databases, as it stands as of the date of this Agreement, and as it stands until the date of termination of this Agreement. Databases are assets of a financial value belonging to the Company and represent a substantial investment made by the Company.
- "**Gross Gaming Revenue (GGR)**" means the value of the revenues generated by all players referred by the Affiliate across all products; the Gross Gaming or (GGR) Revenue would be equal to all (settled) bets less

wins. For the avoidance of doubt; any bet that is not accepted for a legitimate reason, in the sole discretion of the Company, shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue.

- **"Net Revenue"** calculated on a monthly basis, means the monthly Gross Revenue less costs, which includes but is not limited to: taxes, betting duties, third party commissions/fees, financial transaction fees, bonuses costs, any other player rewards, cash backs, administration fees and chargebacks.
- **"Admin Fee"** refers to withdrawal fees, operator costs, legal costs, account maintenance costs, license fees.
- **"New Customer"** means any person that registers with the Brand after clicking on the Content, excluding any person that already exists in the Company's Brand customer Database or that has previously closed a customer account and opened a new one through the Affiliate. A customer will be linked to the last Affiliate who referred the customer to the Company based on the affiliate tracking cookie.
- **"New Depositing Customer"** means a New Customer who has made a first minimum deposit with the Company which is used for bona fide transactions with the aim to establish and enter into a normal commercial relationship with the Company within the framework of the business. The customer registration and the first deposit do not have to be simultaneous.
- **"Parties"** means the Company and the Affiliate (each a "Party").
- **"Commission Plan"** refers to the general or negotiated financial agreement between the Company and the Affiliate for its advertising services.

- **"Sub-Affiliate"** means any natural and legal person who, after having entered into a collaboration with the Affiliate, makes space on its website or other media platform available to post Content for the acquisition of New Customers.
- **"Affiliate Platform"** refers to the software selected by the Company to record, register and monitor the Affiliate's activities, business and the activities between the Company and New Depositing Customers.
- **"Working Day"** means every day from Monday to Friday inclusive, excluding public holidays and weekends.

1. GENERAL SCOPE AND OBJECTIVE

- **1.1.** The Company requires third party advertising activities to promote Bro Affiliates and increase its business achieved through the acquisition of New Depositing Players and will, from time to time in cooperation with third parties, negotiate, sign and carry out its affiliate marketing strategy. In the event the Company uses a third party for the (partial) roll-out of its affiliate marketing strategy, (including contract negotiation, day-to-day management of the Affiliate Platform, payment processing, marketing or other activities, this irrespective of the legal capacity of the intermediary, whether as agent, subcontractor or other), the Company is and remains exclusively responsible for the execution of the Agreement.
- **1.2.** The Affiliate acknowledges that promoting or soliciting bets is subject to legal restrictions in some countries and may even be prohibited. Such restrictions may vary from time to time. The Affiliate shall not enter into this Agreement if it targets any markets where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal nor shall the affiliate target any such market(s)

and/or promote, market or advertise any such illegal gambling activities after the conclusion of this Agreement. The Affiliate shall be exclusively liable for such actions and shall hold the Company harmless and shall fully indemnify the Company for any liability incurred by the Company if it doesn't comply with the provision above.

- **1.3.** The Affiliate further confirms that it operates the Site, where the Content will be placed, under its own name and that it is fully and without restrictions authorised to dispose thereof.
- **1.4.** Unless otherwise agreed in writing by the Parties, each Party shall remain exclusively responsible for all and any expenses (including investment and/or running costs) incurred in respect of the obligations it undertakes under this Agreement and will have no right of recourse against the other Party in respect thereof.

2. RESPONSIBILITIES AND OBLIGATIONS OF THE AFFILIATE

- **2.1.** During the Term of this Agreement, the Affiliate shall use its resources to promote the latest content on its Site or Sites in a manner and location agreed by the Parties. The Affiliate may not edit the Content without the Company's prior written consent.
- **2.2.** The Affiliate shall be responsible not to promote the brand's content to underage audiences or on questionable media in its geo markers.
- **2.3.** Affiliates need permission to share the brand's content on third-party sites and must contact the company at least 7 days before such activities are scheduled.
- **2.4.** If the Affiliate sells its business, this Agreement is automatically transferred to the purchasing company ("Purchasing Company"). The Affiliate account purchased and transferred will remain on the existing

Commission structure that was in place at the time of the purchase. The Affiliate and/or Purchasing Company must inform the Company within 30 days of the purchase.

- **2.5.** The Affiliate shall not purchase or register keywords, 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 the Company's trademarks or any other Brand belonging to the Company, or variations thereof in the "domain name" , (i.e. after any prefixes but before the top level domain suffix), or include metatags on the Affiliate Site which are identical or similar to any of the Company's trademarks. The Affiliate shall not create pages falsely representing any Brand in any current or future social media channels without prior written consent.
- **2.6.** The Affiliate's and the Company's employees, related corporations, partners, agents, contractors, representatives and suppliers (including themselves, their friends, immediate family members, spouses, partners and housemates) are not eligible to participate in the Program.
- **2.7.** The Affiliate shall not:
 - - Directly or indirectly offer any person or entity any incentive (including but not limited to money) to access the Site and use the Content on the Affiliate Site (e.g. by implementing any "rewards" program for persons or entities who use such content);
 - Without express and exceptional permission, the Affiliate may not use any of Bro Affiliates bands or sister brands' names, brand, logos, banners, images, text, trademarks,

content, material and/or Intellectual Property Rights in any direct marketing communications, including, but not limited to, email, telephone, SMS, direct contact, and/or push notifications);

- Read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to the Company by any person or entity;
- Use any device, robot, spider, software, routine or another method (or anything in the nature of the foregoing) to interfere or attempt to interfere with the proper functioning of the Products and/ or the Company's websites or any related information or transactions;
- Engage in transactions of any kind on the Company website on behalf of any third party, or authorise, assist, or encourage other third parties to do so;
- Take any action that could reasonably cause any confusion as to the Company's relationship with the Affiliate, or as to the Site on which any transactions are occurring;
- Promote the Brand in any way other than by using the Content on the Affiliate Site in accordance with this Agreement without the Company's prior written consent;
- Post or serve any advertisements or Content on the Site using framing techniques including but not limited to pop-up/pop-under windows, or assist, authorise or encourage any third party to take any such action without the Company's prior written consent;

- Attempt to artificially increase monies payable to the Affiliate by the Company;
- Cause the Site (or any page thereof) to open in a browser other than as a result of a click on a link on the Affiliate Site; or attempt to intercept or redirect (including, without limitation to user-installed software) traffic from or on any website that participates in the Program;
- Register more than one Affiliate account with the Program. Any exceptions must be confirmed in writing by the Company;
- Use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer New Customers to the Site;
- Be under eighteen (18) years of age and must be able to provide the Company upon request at any time, a copy of his/her ID, billing address and/or other documents. Refusal to do so may be considered, at the Company's sole discretion, as fraudulent activity.
- Failing to keep the Affiliate Site content compliant with any content and phrasing obligations and/or restrictions imposed on the Company by third party suppliers. In the event that the Affiliate, for any reason, does not have knowledge of such obligations, the Affiliate must update its Site within two (2) Working Days upon receipt of a notification from the Company.

- Post or serve any advertisements or content promoting the Company site in markets where it is prohibited to do so, including markets that are under reregulation.
- **2.8.** If the Company determines, at its sole discretion, the Affiliate has engaged in the activities specified above, the Company shall have the right to:
 - Suspend any payments due to the Affiliate while the Company investigates any suspected breach, and/or;
 - Alter the Reward Plan structure (notably by imposing negative revenue carryover), and/or;
 - Withhold payment of any Commission due to the Affiliate that has derived from the breach, and/or;
 - Retain the Commission until the debt is settled or invoice the cost incurred by such breach and/or;
 - Terminate the Agreement immediately.
 - If the investigation made by the Company leads to the conclusion that there is no breach, the Company shall pay the Affiliate all suspended or withheld payments.
 - The decision by the Company to pursue any of its rights or remedies under article
- **2.9.** will be without prejudice to any other rights, remedies, legal actions or compensations available to the Company.
 - **2.9.1.** If the Affiliate attempts, with the Company's prior written consent, to promote the Brand using methods such as but not limited to email, SMS etc., it shall make clear that such communication(s) that they have been sent by the

Affiliate, and any complaints made as a result of this(ese) communication(s) will be addressed to the Affiliate and not to the Company.

- **2.9.2.** For the purpose of the services to be delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data.
- **2.9.3.** Should the Affiliate come into possession of or have access to Personal Data from the Company, the Affiliate shall be the data processor in the meaning of Directive 95/46/EC and (EU) Regulation 2016/679, and agrees and warrants to process the Personal Data only on behalf of the Company and in compliance with the Company's instructions and solely for the purposes of this Agreement.
- **2.9.4.** The Affiliate shall comply with its obligations under European Directives 95/46/EC, 2002/58/EC (as amended or updated from time to time), under General Data Protection Regulation (EU) 2016/679 and any legislation and/or binding regulations implementing or made pursuant to them ("Data Protection Requirements"), and indemnify the Company for any breach of the Data Protection Requirements which renders the Company liable for any costs, fines, claims or expenses howsoever arising.
- **2.9.5.** The Affiliate shall undertake the necessary security measures to comply with the obligations of a data processor, including ensuring that the information is not (i) accidentally or unlawfully destroyed, (ii) lost, altered or damaged, (iii) disclosed to or accessed by any unauthorized

person, (iv) misused or (v) in other ways treated in violation of the Data Protection Requirements.

- **2.9.6.** The Affiliate shall inform users of the Affiliate Site via privacy policy or other appropriate means that a tracking technology will be installed on the user's hard drive once the user clicks on the Content. The Affiliate shall provide users with the opportunity to reject the installation of such tracking technology in accordance with Article 5 (3) of the Privacy and Electronics Communications Directive 2002/58/(EC) as amended and updated from time to time.

3. COMMISSION STRUCTURE AND TERMS OF PAYMENT

- **3.1.** The Affiliate shall be eligible to receive on a monthly basis a Commission reflecting the activities of its referred customers.
- **3.2.** If the Affiliate is paid on a Revenue Share reward plan, it shall be entitled to receive Commission for the lifetime of its referred New Customers until termination of this agreement. If the Affiliate promotes more than one brand operated by the company, the Revenue Share will be calculated as a total of all promoted brands. If the Affiliate is paid on a different type of reward plan, (including but not limited to Cost Per Acquisition), the Commission shall be specified in a separate agreement agreed upon by the Parties.
- **3.3.** The Company shall provide the Affiliate with statements accessible through its Account at <http://www.Broaffiliates.com> detailing the number of New Customers, New Depositing Customers, Net Revenue and the Affiliate's Commission, if any, which have accrued to the Affiliate over the course of the calendar month. Such statements shall in principle be updated daily. At the beginning of a calendar month, the

Company shall record the Affiliate's total Commission, if any, during the previous calendar month. If the Affiliate's Commission does not exceed 500 Euros, the Company shall be entitled to withhold and carry forward the Commission until the total accrued Commission exceeds 500 Euros.

- **3.4.** If the company and its affiliate partner agree to work on a Cost Per Acquisition basis, the affiliate CPA payment for every qualified new unique player registration will only be valid if the negotiated minimum first deposit required is met. These minimum baselines will be specified in detail in the additional agreement between the affiliate and the Company.
- **3.7.** On joining this affiliate program your account will be set to 25% default "Net Revenue" revshare raising to 45% based upon the affiliate performance. The commission % received will be calculated on the FTD/NDC KPI as follows:

The company agrees to pay the Affiliate the Commission in return for the provision of the Affiliate Services in accordance with the Standard Commission Structure and/or any other structure that may be agreed to in writing by and between the Parties.

- **3.7.1.** The Affiliate understands and accepts that the amount of the commission and the Affiliate's percentage share of the Net Revenue will vary from time to time depending on the NDC amount referred to the Website by the Affiliate Site(s) during each calendar month.
- **3.7.2.** The commission is calculated at the end of each calendar month and payments shall be made within the first twenty working days after the end of each calendar month.
- **3.7.3.** Payment of commissions shall be made by the payment method chosen by the Affiliate in the application process. The minimum payout

amount is €500 Euro. If the commission is lower than the minimum payout amount, the commission will be transferred to the following month.

- **3.8. High Roller Policy**

Negative commissionable revenue generated in any given month by any customers who the company, in its sole discretion, determine to be “High Rollers” will be carried forward and offset against future commissionable revenue generated by customers referred by the affiliate until such negative commissionable revenue is cleared. The determination of the criteria to categorize a Player as “High Roller” shall be in the company's sole discretion, and the company's sole responsibility in this regard shall be to outline in the most transparent way the categorization of any customers referred by the affiliate as the same by way of amendment to these terms and conditions.

The company's current criteria for determining our High Roller policy are:

- **3.8.1.** Player generates negative commissionable revenue of at least €20,000, and the aggregate commissionable revenue in that month (for the casino) for that Affiliate is negative, then such Player shall be deemed to be a High Roller;
- **3.8.2.** If both of the above criteria are met then the negative commissionable revenue generated by the High Roller will be carried forward and offset against future commissionable revenue generated by that High Roller;
- **3.8.3.** The negative balance carried forward cannot be set-off against other players' positive commissionable revenue;

- **3.8.4.** The negative balance carried forward cannot be greater than the total aggregate negative commissionable revenue for the affiliate, for that month;
- **3.8.5.** if there is more than one High Roller, the negative balance carried forward will be split proportionally between them;
- **3.8.6.** The negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months.
- **3.9.** If the Affiliate disagrees with the commission and balance due as reported, it shall, within a period of fourteen (14) days from the reporting of the commission and the payment of the balance due, send an email to the Company at affiliates@broaffiliates.com or such other email address as may have been notified in writing by the Company to the Affiliate and report the reasons of such disagreement. Failure to report within the prescribed time limit shall be deemed consent to the balance due for the period indicated which then shall become final.
- **3.11.** In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold CPA payments for customer accounts that are suspended, closed for fraud, self-exclusion or for any other reasons.
- **3.12.** The Affiliate shall, at any time, have secure access to the Affiliate Platform unless the Company has a duly motivated reason – including but not limited to network and IT maintenance and/or security threats – to block such access.
- **3.13.** The Affiliate understands and accepts that the real time data in the Affiliate Platform are merely approximate. At the beginning of the following calendar month, the Company shall provide the Affiliate with

a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate's Commission.

- **3.14.** The Affiliate understands and accepts that its access to the Affiliate Platform is subject to the highest obligations of confidentiality. Any misuse of such access, whether intentional or not, shall be considered as a breach under the Agreement.
- **3.15.** All payments to the Affiliate shall be made by a Payment Agent appointed by the Company. Both Parties agree and acknowledge that the Company may change, from time to time (and at its sole discretion), the payment method and/or Payment Agent. Bro Affiliates remains exclusively responsible for the payment of any amounts due.
- **3.16.** All payments due under this Agreement shall be made in Euros. For the avoidance of doubt, all payments shall be made inclusive of VAT, if applicable, and the Affiliate is individually responsible for withholding tax, VAT and any other fees which may apply based on its country of registration.
- **3.17.** Payments shall be made approximately 20 Working Days following the end of the month in which the Affiliate's Commission was earned.
- **3.18.** An invoice must be issued in order for commission to be processed.
- **3.19.** The Affiliate shall invoice Bro Affiliates via email on affiliates@BroAffiliates.com
- **3.20.** All invoice payments will be made via the chosen payment method.

- **3.21.** Failure to submit a valid invoice before the 10th of the calendar month will result in payments being delayed. The invoice should include any VAT at the applicable rate.
- **3.22.** The Company follows a no negative carryover policy. If an affiliate balance is negative the monthly payable balance of this affiliate will automatically be reset to 0 Euro at the beginning of each calendar month. The negative balance of the previous month will not be carried over to the next month.
- **3.24.** The Affiliate is responsible for ensuring the accuracy of the payment details in its account and/or as specified on its invoices. Any payment(s) made via the payment details listed in the Affiliate Account will be considered as payment made by the Company. Any cost incurred by the Company resulting from incorrect payment details provided by the Affiliate will be deducted from the Commission due to the Affiliate in the next monthly payment cycle in which there is a payment due to the Affiliate.
- **3.25.** If for any reason the Affiliate has been overpaid, the Company reserves, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.
- **3.26.** If for any reason the Affiliate has been underpaid, the Company reserves, without prejudice to any other rights, the right to add the corresponding amount of underpayment to the Affiliate's Commission in the following calendar month.
- **3.27.** If there is a pending payment due to an Affiliate for a period of 24 months or more as a result of incorrect payment details, missing

payment details, invalid or no-longer valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be cancelled.

- **3.28.** The Affiliate must comply with the legal and regulatory requirements in its country of domicile; if it does not, it will not be entitled to receive any Commission based on the activities of its customers.

5. DISCLAIMER

Bro Affiliates makes no guarantee in relation to the accessibility of the Bro Affiliates Website at any particular time or any particular location. Bro Affiliates shall in no event be liable to the Affiliate or any other third party for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of, the Bro Affiliates Website.

6. INDEMNITY

- **6.1.** Bro Affiliates shall not be liable towards the Affiliate or any third party (in contract, tort, breach of statutory duty or in any other way) for:
 - **(a)** any economic losses, including but without limitation, loss of profits, revenues, business, contracts or anticipated savings);
 - **(b)** any indirect or consequential losses; or
 - **(c)** any loss of goodwill or reputation.
- **6.2.** Without prejudice to Bro Affiliates' s rights and remedies under this Agreement and/or at law, the Affiliate agrees to defend, indemnify and hold Bro Affiliates and any Bro Affiliates Group company, its affiliates, successors, officers, employees, agents, directors, shareholders and attorneys, safe and harmless from and against any and all claims

and liabilities, including reasonable legal and expert fees, related to or arising from:

- **(a)** any breach of Affiliate's representations, warranties or obligations under this Agreement;
- **(b)** the Affiliate's use (or misuse) of the Approved Marketing Material and Bro Affiliates's Intellectual Property Rights;
- **(c)** all conduct and activities occurring under or through the Affiliate's account;
- **(d)** any defamatory, libellous, illegal, discriminatory, obscene, violent, pornographic, derogatory or otherwise inappropriate content or material;
- **(e)** any claim or contention that the Affiliate Website(s) or the Affiliate's information and data infringes any third party rights, including without limitation any intellectual property rights or which violates any third party's rights of privacy or publicity;
- **(f)** third party access or use of the Affiliate Website(s) or the Affiliate's information and data;
- **(g)** any claim relating to the Affiliate Website(s) or the Links; and
- **(h)** any violation of this Agreement or any applicable laws.

7. LIMITATION OF LIABILITY

- **7.1.** Neither Party shall be liable to the other for any loss of actual or anticipated income or profits, for any special, indirect or consequential loss or damage or any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

- **7.2.** The Company's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not, in any event, exceed the sum of the total monies paid by the Company to the Affiliate over the 12-month period preceding the date on which such liability accrued.
- **7.3.** The Affiliate agrees to indemnify the Company against all liabilities, costs (including, without limitation, all reasonable legal costs), claims and demands of the Company whatsoever and howsoever arising as a result of:
 - A breach of the warranties, representations and undertakings made by and obligations of the Affiliate as described in this Agreement;
 - Any loss, cost or liability arising from cancellation or interruption of the display of the Content not caused by force majeure and that has not been remedied within a reasonable amount of time and in any event within 5 days by the Affiliate after receipt of a written notice from Bro Affiliates.
- **7.4.** The terms of this Agreement shall no longer be considered applicable if the Company is obliged or decides to leave a market due to market condition changes, profitability considerations, legal and/or regulatory changes. In such cases, the existing customer accounts opened within that market can be closed.

8. AGREEMENT TERMINATION

- **8.1.** The terms of this Agreement apply from the date the Company notifies the Affiliate that its application has been successful in accordance with the introductory provisions of this Agreement and shall continue thereafter unless and until terminated.

- **8.2.** The Company may decide to terminate this Agreement immediately by written notice if:
 - The Affiliate commits a breach of its material obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other;
 - The Affiliate becomes insolvent or is unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium;
 - The Affiliate sells its business, or any part herein, and/or registers any change of beneficial owner or in case the Purchasing Company's activities are either in conflict with the Company's (for example the Affiliate Site is purchased by companies providing the same or similar services). The legal and/or regulatory situation in the market has changed or is in the process of changing to such an extent that the objectives of the Agreement can no longer be achieved and/or no longer correspond to the market reality;
 - If the Affiliate does not generate any clicks on the Content for six consecutive months;

- if the Company suspects – and has reasonable proof - that the Affiliate is engaging in illegal activities or has repeatedly breached the provisions of this Agreement.
- The affiliate does not promote the Site following the legal & license requirements of the country it is targeting, in accordance with the governing bodies of both the Maltese Gaming Authority and the targeted country.
- **8.3.** For any and all termination notices, delivery via e-mail is considered a written and immediate form of notification.

9. GENERAL PROVISIONS

- **9.1.** Unless otherwise provided for, this Agreement shall constitute the entire agreement and understanding superseding any previous agreement - between the Parties. Each Party acknowledges and agrees that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in this Agreement. Nothing in this article shall operate to limit or exclude any liability for fraud.
- **9.2.** In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by the law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

- **9.3.** The Affiliate shall not, without the Company's prior written consent, assign at law or in equity (including without limitation by way of a charge or declaration of trust), sub-licences or deals related to this Agreement or any other rights under it, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this article shall confer no rights on the purported assignee.
- **9.4.** If any of the provisions of this Agreement shall be found by any authority to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- **9.5.** Any notice given or made to the Company under the terms of this Agreement shall be sent via email to affiliates@broaffiliates.com and marked for the attention of the Affiliate Manager (or as otherwise notified by the Company). The Company shall send the Affiliate any notices given or made under the terms of this Agreement to the email address provided by the Affiliate and mentioned in its account. Any notice shall be deemed to have been received within 5 days of delivery. If the receipt occurs before 9.00 a.m. CET on a Working Day, such notice shall be deemed to have been received on that specific day. If such receipt occurs after 5.00 p.m. CET on a Working Day, or on any day which is not a Working Day, the notice shall be deemed to have been received at 9.00 a.m. on the following Working Day.
- **9.6.** Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party or of any member of the group of

companies to which the other Party belongs which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavors to prevent the publication or disclosure of any confidential information concerning such matters.

- **9.7.** Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or to authorize either Party to act as an agent for the other. Neither Party shall have the authority to act in the name or on behalf of the other Party or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- **9.8.** Neither Party shall make any announcement relating to the terms of this Agreement nor its subject matter without the other Party's prior written approval, except as required by law or by any legal or regulatory authority.
- **9.9.** The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of Malta. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Maltese courts over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.