

The current version of the T&Cs is readily accessible at <https://vlpartners.com/#popup-terms> and shall be referred to as "Version 1.0." throughout this Agreement which was adopted on date: 01/06/2024

These Terms and Conditions ("**T&Cs**") form the affiliate agreement (the "**Agreement**") and set out the complete terms and conditions between VL Malta Services Limited ("**VL Partners**" or "**we**" or "**us**"), whose principal place of business is situated at Valletta Buildings Second Floor, Suite 7, South Street, Valletta, and on the second part, the individual or entity stated in the Affiliate Sign up Form (an "**Affiliate**" or "**you**") for the VL Partners affiliates program (the "**Affiliate Program**").

It is important that you read and understand this Agreement. By completing an application to join the Affiliate Program you are – subject to VL Malta Services Limited' approval of your application – agreeing to the terms and conditions of this Agreement. If you do not agree to the following terms and conditions you should discontinue your application.

Compliance with Local Laws and Regulatory Guidelines: The Affiliate agrees to comply with all applicable laws, regulations, and any guidelines related to the promotion of VL Partners's brands in their respective jurisdiction. This includes, but is not limited to, adhering to advertising standards, data protection laws, and other legal requirements specific to their jurisdiction. To support our Affiliates in understanding and complying with these laws and guidelines, VL Partners maintains a comprehensive 'Compliance Page' on our website. This page provides specific compliance guidance for various jurisdictions. Affiliates must regularly review and follow the compliance guidance provided on this page for each jurisdiction where they promote our brands. However, please note that the 'Compliance Page' does not replace the need for Affiliates to understand and comply with all applicable laws and regulations in the jurisdictions where they operate. It is the Affiliate's responsibility to ensure they are fully compliant with their local laws and regulations. The 'Compliance Page' is a supplementary resource provided by VL Partners, and we disclaim any liability for non-compliance arising from the Affiliate's reliance on this resource.

Property Sites and Future Brands: This Agreement currently covers the Property Sites as defined herein (see the definition for "**Property Sites**"). However, it is acknowledged that VL Partners may expand the Property Sites to include new Brands. In the event of such expansion, the Affiliate agrees that this Agreement will automatically apply to the promotion of these new Brands. Affiliates will be informed of such changes via email, or official announcements on the VL Partners website at <https://vlpartners.com>, or any other appropriate communication channel. Please note, while the core terms of this Agreement will apply to new brands, there may be additional guidelines or terms specific to these new brands. Affiliates are required to adhere to these new guidelines or terms as communicated by VL Partners. For the sake of clarity, these additions to the "Property Sites" will be reflected in a timely manner in the updated definition of "Property Sites" in the Terms and Conditions. However, these updates will not fundamentally alter the terms of this Agreement, but merely extend its scope to the newly included brands.

This Agreement replaces all previous terms and conditions relating to the Affiliate Program or any previous affiliate program offered by VL Malta Services Limited or any Group Company (as defined below). Notices to the Affiliate concerning any such alteration in the Affiliate Program and/or this Agreement shall be made in writing (including digitally by using an email) and will take effect immediately. The Affiliate's continued participation in the Affiliate Program, including but not limited to acceptance of any commissions from the Company, after such change notice is deemed to have been received under this Agreement, will always be deemed as a binding irrevocable accept of the new terms and conditions and/or other changes in the Affiliate Program.

If you have any queries or questions in relation to this Agreement, or wish to notify VL Malta Services Limited of any matter related hereto, you may contact us at [affiliates@vlpartners.com](mailto:affiliates@vlpartners.com).

Version Control: In order to maintain clarity and transparency in our Affiliate Program's terms and conditions, we hereby implement the following version control provision to facilitate easy reference and understanding of any future amendments or updates to the Agreement:

These T&Cs forming the affiliate agreement between you and us are subject to change and improvement from time to time to reflect the evolving nature of our Affiliate Program.

Notification of Changes: In the event of any changes to the T&Cs, a clear summary of the modifications will be provided at the bottom of the updated document, outlining the nature of the amendments.

Additionally, a detailed version history log will be maintained, containing information about each revision, including its effective date, a brief description of the changes made, and the corresponding version number.

Consent and Acceptance: By continuing to participate in the Affiliate Program after any revisions to the T&Cs, Affiliates implicitly agree to abide by the updated terms. Prior to any modifications taking effect, Affiliates will be duly notified, for example via their email addresses. Affiliates shall have the right to reject the changes and terminate their participation in the Affiliate Program without penalty, provided they communicate their decision within 7 /Seven/ days of receiving the notification.

Access to Previous Versions: To ensure transparency and compliance, previous versions of the T&Cs will be archived and made available for review by Affiliates upon request.

Affiliates can access previous versions by contacting us at [affiliates@vlpartners.com](mailto:affiliates@vlpartners.com).

Continuity of Agreements: Any existing affiliate agreements entered into before an update to the T&Cs will continue to be governed by the version of the T&Cs in effect at the time of their Agreement. Subsequent renewals, extensions, or new agreements will be subject to the latest version of the T&Cs available at the time of entering into the new arrangement.

Incorporation by Reference: This version control provision is considered an integral part of the overall Terms and Conditions, and any reference to the T&Cs includes the provisions stated herein.

1.1 In this Agreement, the following expressions shall have the following meanings:

**“Admin Fee”** includes jackpot contribution, game licenses, game royalties, and finance fees;

**“Affiliate”** means you; the individual or entity stated in the Affiliate Sign up Form, regardless of their geographic location, who has agreed to participate in the VL Partners Affiliate program to promote VL Partners Affiliate brands using Affiliate’s designated links, and who has been approved by VL Partners to join the program;

**“Affiliate Payment”** means any Revenue Share, Hybrid Payments and/or CPA Payments;

**“Affiliate Program”** means an Internet marketing practice that connects businesses selling products online with websites related to those products. The websites are run by third parties who sell products and services for the Internet company and in return receive a commission;

**“Application”** means your application to join the Affiliate Program via the Affiliate Program Site;

**“Brands”** means:

– Lilibet, Jet10, Cricbaba, Sultanbet, Casinomega, and/or other brands promotable under VL Partners

These Brands are the names, concepts or identities that are generally, and from time to time, recognized in the public domain worldwide and remain the sole property of VL Malta Services Limited or its Group Company or it’s clients.

**“Business Day”** means any day (excluding Saturdays and Sundays) which is not an official public holiday in Malta;

**“CPA Payments”** means the CPA reward payments described in clause 4.5;

**“Commencement Date”** means the date on which VL Partners confirms that your application to join the Affiliate Program has been accepted;

**“Confidential Information”** means all information, regardless of its form, related to a party (and any Group Company in the case of VL Malta Services Limited) (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party”)., This includes, but is not limited to, any proprietary data, customer and personal data, trade secrets, business operations

information, marketing strategies, and other information considered confidential by the Disclosing Party. The Receiving Party is obliged to maintain the confidentiality of the disclosed information unless explicitly authorized by the Disclosing Party in writing.

**“Customers”** refers to a user who satisfies each of the following: (1) is a new end user who originates from your Tracking Code via your website, email newsletter or other method acknowledged and approved by us; (ii) uses the tracking mechanism connected to a Property site and registers with that Property site; and (iii) opens a player account as a result of registering with the Property site;

**“Good Industry Practice”** refers to the degree of skill, diligence, prudence and foresight that would reasonably be expected from a competent and experienced affiliate in the same or similar circumstances. It includes adherence to recognized professional and industry standards, applicable laws and regulations, ethical guidelines, and the practices that serve to prevent harmful or unfair competition;

**“Group Company”** means VL Malta Services Limited and any corporate entity which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company and shall include any company in which a Group Company has a shareholding of 50% or more;

**“Hybrid Payment”** means the hybrid payments described in clause 4.6;

**“Immediate family”** means your spouse, partner, parent, child or sibling;

**“Internet Site”** means your website or websites located at the web address(es) provided to VL Partners in your Application or subsequently changed from time to time and notified to VL Partners via the Affiliate Program Site;

**“IPR”** means any and all patents, trademarks, service marks, rights in designs (including semiconductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, email address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements;

**“Property Sites”** The following properties participate in the VL Partners Affiliate Program. As part of VL Partners Affiliate’s efforts to maintain the integrity of the Properties’ Sites, all websites deemed a copy of any of the Properties’ Sites, including and not limited to the sites below, will be asked to remove all suspect/plagiarized content.

<https://www.lilibet.com/>  
<https://no.lilibet.com/>  
<https://ja.lilibet.com/>  
<https://www.jet10.com/>  
<https://www.jet10.io/>  
<https://thecricbaba.com/>  
<https://cricbaba.com/>  
<https://www.casinomega.com/>  
<https://www.sultanbet.com/>

A website will be classed as having enough similar content to jeopardize a Property's Sites in any of the search engines if there is as little as 15% copied content. Should the copy not be updated within 5 working days, your Affiliate Account and all Affiliate payments will be suspended pending review of the situation.

**"Net Casino Winnings"** means total winnings from Customers (stakes received less winnings paid out) made by the casino product accessible via the brands that fall under the VL Partners Affiliates program less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), any jackpot contributions, adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

**"Net Sports Winnings"** means total winnings from Customers (stakes received less winnings paid out) made by the Sports product accessible via the brands that fall under the VL Partners Affiliate program website less any payments to third party software providers, the cost of any promotional offers (including any sign up bonuses), adjustments made for any credit card charge-backs or any other reversal of a payment, fraudulent or otherwise voided or modified transactions, bad debt, and liability to any betting duty or licensing fees for data or other duty, tax or expense that may arise;

**"Parties"** means the parties to this Agreement;

**"Revenue Share"** means the revenue share payments described in Clause 4.3;

Our Default Revenue Share (unless otherwise agreed) is as follows:

First level	-	Customer NGR	€0	-	€5,000	=	25%	of	Net Revenue
Second level	-	Customer NGR	€5,001	-	€10,000	=	30%	of	Net Revenue
Third level	-	Customer NGR	€10,001	-	€15,000	=	35%	of	Net Revenue
Forth level	-	Customer NGR	€15,001	-	€30,001	=	40%	of	Net Revenue
Fifth level	-	Customer NGR	€30,001	-	€50,000	=	45%	of	Net Revenue
VIP level	-	Customer NGR	€50,001 and above	=			50%	of	Net Revenue

Unless otherwise agreed in writing, the Revenue Share resets to the First Level at the beginning of each calendar month.

**“Tracking Code”** means codes downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by VL Malta Services Limited or any Group Company;

**“Tracking Links”** means hypertext links (either a banner or text link) downloaded from the Affiliate Program Site that link to the property sites webpages or any other site owned or controlled by VL Malta Services Limited or any Group Company;

**“VL Partners”** means together, or individually as the context requires VL Malta Services Limited and/or the website at <https://vlpartners.com/> and its advertised program;

1.2 In this Agreement (except where the context requires otherwise)

(a) 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;

(b) the singular includes the plural and vice versa; and

(c) reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

1.3 In consideration of you making the Tracking Links available on the Internet Site and subject to the terms and conditions of this Agreement, VL Partners will procure that you are granted a non-exclusive, non-transferable, terminable licence to use the Tracking Links on the Internet Site solely for your internal business purposes and in accordance with such other limitations and restrictions as set out in this Agreement.

2.1 As a condition of this Agreement, the Affiliate is not permitted to:

(a) display the Tracking Links on any platform other than the approved on the Internet Site, unless granted written permission by VL Partners;

(b) display the Tracking Code in any offline media without VL Partners prior written approval;

(c) display data from the Tracking Links via any electronically accessible medium other than the Internet Site without the express written consent of VL Partners;

(d) engage in deceptive practices, including but not limited to 'cookie stuffing', i.e., leading VL Partners to believe that a Customer has clicked through the Tracking Links to register for an account when that is not the case; and/or

(e) use the Tracking Links or Code in a way which proves or is likely to prove detrimental to VL Partners such as purposefully hiding referral URLs for customers referred to VL Partners brands.

3.1 You warrant and undertake that:

(a) you have the legal capacity and authority to enter into this Agreement and any other documents executed by you that may be associated with this Agreement;

(b) you will at all times conduct yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with your own established procedures and all applicable laws, enactments, orders, regulations and other similar instruments;

(c) you will comply with VL Partners security guidelines and requirements as may be issued by VL Partners from time to time whether in writing or otherwise;

(d) all information you provided in your Application is correct and up-to-date, and that you will notify VL Partners promptly of any changes;

(e) you will promptly change the address of the Internet Site on request by VL Partners;

(f) You will maintain the confidentiality of your login and password details for the Affiliate Programme Site, and will be held accountable for any actions taken under your login credentials;

(g) the Tracking Links will not be placed on any part of the Internet Site which may be aimed at people under 18 years of age;

(h) you will not directly or indirectly offer any potential Affiliate or Sub-Affiliate any incentive (including payment of money or other benefits) to use the Tracking Links or Code;

(i) you have obtained and will maintain in force all necessary registrations, authorisations, consents and licenses to enable you to fulfill your obligations under this Agreement and that you will fully comply with all applicable laws and regulations pertaining to online advertising and data protection;

(j) the Internet Site will not contain any material which is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third party rights and shall not link to any such material; further, your website must be fully compliant with the provisions of the General Data Protection Regulation (GDPR);

(k) you will not seek to challenge the validity of IPR belonging to VL Partners or any Group Company;

(l) you will use all reasonable endeavours to display the Tracking Links and Code on the Internet Site without interruption for the duration of this Agreement;

(m) you will ensure that all communications originating from you relating to VL Partners or our properties make it clear that such communications are sent by and on behalf of you (and not from or on behalf of VL Partners or our properties);

(n) you will not edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of VL Partners. All IPR in the materials and content provided by VL Partners, including but not limited to images, logos, trademarks, and text, remain the property of VL Partners or its Group Companies. Affiliates are granted a non-exclusive, revocable license to use these materials solely for the purpose of promoting VL Partners under this Agreement. Affiliates are not permitted to alter, modify, or create derivative works from the provided materials without the express written consent of VL Partners.;

(o) you will not encourage or assist any Affiliates to breach any terms and conditions agreed to when opening an account with VL Partners or a Group Company;

(p) you will not, and you will not encourage or assist any Affiliates to, engage in behaviour which in VL Partners reasonable opinion breaches the terms or abuses the spirit of a promotion, competition, tournament or offer operated by VL Partners or a Group Company; and

(q) The Affiliate shall not utilise or a domain name that contains any of the Brands or their variations or misspellings without the relevant owners' permission, whether by way of linking, redirecting traffic or otherwise.

The Affiliate shall not engage in any marketing by way of PPC (pay-per-click), sponsored links, search engines' keywords, AdWords or similar promotion which utilizes any of the Brands or which are identical or similar to any of the trademarks or trade names from time to time or include the keywords Lilibet, Jet10, Cricbaba, Casinomega, Sultanbet or any other variation or include meta tag keywords in PPC advertising which are identical or similar to any of the Brands' trademarks or trade names from time to time or include the keywords Lilibet, Jet10, Cricbaba, Casinomega, Sultanbet or any other variation such as but not limited to:

Lilibet; Lili bet;

Jet10; Jet 10; Jet Ten;

Cricbaba; Cric baba; The Cricbaba, Baba Cric;

Casinomega; Casino Mega; Mega Casino;



Sultanbet; Sultan Bet; Bet Sultan;

in combination to, but not limited to, any of the following:

Casino, and any synonyms or possible local language variations;

Poker, and any synonyms or possible local language variations;

Sport, and any synonyms or possible local language variations;

Bonus, and any synonyms or possible local language variations;

Free, and any synonyms or possible local language variations;

Offers, promotion, and any other synonyms or possible local language variations;

Betting, gambling, and any other synonyms or possible local language variations;

Games, slots, pokies, and any other synonyms or possible local language variations;

Voucher, bonus code, and any synonyms or possible local language variations;

Deposit, payment, and any other synonyms or possible local language variations;

Free spins, and any synonyms or possible local language variations.

The Affiliate is required to use as negative keywords the following keywords in all online paid advertising (PPC, CPC, etc.):

Lilibet; Lili bet

Jet10; Jet 10; Jet Ten;

Cricbaba; Cric baba; The Cricbaba,

Casinomega; Casino Mega;

Sultanbet; Sultan Bet;

The Affiliate shall not assert the invalidity, enforceability, or contest the ownership of the marks in any action or proceeding of whatever kind or nature, and shall not take any action which may prejudice the relevant owner's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

If we discover that any Affiliate has breached these guidelines and referred Customers by inappropriate usage of the relevant Intellectual Property, reasonable adjustments may be made to the Customers' accounts or the partnership between VL Malta Services Limited and the relative Affiliate may be terminated if VL Malta Services Limited do not approve the marketing methods, or cannot come to a reasonable agreement for the compensation of breaching these terms.

You shall not engage in spamming and must at all times practice "Netiquette", this includes any attempt to spam a user through the chat functionality in the participating Property's chat facility. We consider any unsolicited, unexpected or unwanted SMS sent to a user in order to extort their valuables, mislead them or any message originating from someone the user has not specifically authorized to have their mobile number to be spam. The Affiliate must NOT send SMS messages containing any reference to, or in any way connected with, a Property or a Property Site, without the express consent of VL Partners. Once such consent has been granted by VL Partners, SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning the user has consented to receive SMS from you and is given the option to opt-out in each SMS. In addition, all email marketing must be based on commonly accepted opt-in rules, meaning the user has consented to receive the email from you and is given the option to opt-out in each email. You shall not be entitled to, earn Affiliate Payments from Customers generated in bad faith, or arising from unauthorized advertising or promotion. In the event that we determine that you have engaged in any form of unauthorized advertising or promotion, or engaged in any unlawful or bad faith activities (regardless of whether you had knowledge of the same), we reserve the right to take various actions including, but not limited to, withholding and forfeiting of Affiliate Payments and/or immediately terminating this Agreement.

The Affiliate shall not be under eighteen (18) years of age and must be able to provide copies of identification documents, proof of billing address and any other documents as may be requested by VL Partners at its sole discretion. VL Partners may terminate this Agreement immediately upon notice if you refuse to provide the required documents or if you are found to have provided false or misleading information.

### 3.2 You agree that:

(a) you or your Immediate Family may not become Customers and you shall not be entitled to any payment under this Agreement in relation to such persons;

(b) VL Partners may monitor the Internet Site to ensure you are complying with the terms of this Agreement, subject to the prevailing data protection and privacy laws, and you will provide VL Partners with all data and information – including passwords – to enable VL Partners to perform such monitoring at no cost to VL Partners;

(c) the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement; and

(d) all Customer data and information shall belong exclusively to VL Partners

3.3 You warrant that:

(a) you are not and have never been engaged in any activity, practice or conduct which would constitute an offense; and

(b) you have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offense or alleged offense, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings have been threatened or are pending or, to the best of your knowledge, are likely to be initiated.

3.4 The appearance and syntax of the hypertext transfer link constitute the only authorised and permitted representation of the Property Sites. You may only use banners retrieved from the 'VL Partners' back office and you may not alter their appearance or use any material that infringes the intellectual property rights of any third party.

3.5 You will not benefit from known or suspected traffic generated in bad faith whether or not it actually causes the Property Sites damage. All amounts due to you under this Agreement may be retained if we have reasonable cause to believe that such traffic has been caused with your knowledge. You shall not in any way incentivize or indicate how sports betting arbitrage, "sure betting", "safe betting", casino systems or similar can be used and/or other betting options that prevent the partnership from being profitable for both Parties. Even if you have not knowingly generated such traffic, your Affiliate Payments with respect to such traffic may be withheld.

4.1 In consideration of the display of the Tracking Links and Code and introducing Customers, you will be entitled to payment on the following terms.

4.2 You will be able to invoice for your affiliate payment at the end of each calendar month via bank transfer.

4.3 Subject to these terms, if you select a "Revenue Share", VL Partners shall pay you in respect of each Customer:

(a) the applicable percentages of Net Casino & Sports for as long as a Customer has an account with VL Partners brands or a Group Company.

4.4 If you select a CPA Payment VL Partners shall pay you the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Programme Site.

(a) You shall be entitled to a one-off commission based on a number of new depositing players directed to our brands who have successfully met minimum deposit, wagering and/or other requirements as per prior agreement. These amounts are at the discretion of VL Partners and we reserve the right to change these amounts with prior written notice at any time.

(b) All CPA deals are subject to a 24 Hour termination policy.

(c) VL Partners decision with regards to this will be considered final and no further correspondence will be entered into. Right of admission to the CPA programme will be reserved at all times and for any reason. If we determine, in our sole discretion, that you are enrolled in the CPA programme to benefit from it by referring players that we deem not legitimately interested in our products or services or of a similar average value to our current players, we reserve the right to terminate your participation in the programme with immediate effect. Should this occur, from the moment of your notification, your CPA payment generated on existing or new referred players will be forfeited and considered null and void with no further correspondence entered into. We reserve the right to pursue any additional legal remedies available to us in case of fraud or other activities detrimental to VL Partners or our properties.

4.5 If you select a Hybrid Payment VL Partners shall pay you:

(a) the selected hybrid CPA payments payable in accordance with the terms on the Affiliate Programme Site, subject to any changes that may be imposed by VL Partners. VL Partners reserves the right to modify these rates at any time and for any reason, with due notice to the Affiliate;

(b) the selected "Revenue Share" percentages of Net Casino & Sports for as long as each Customer has an account with VL Partners brands or a Group Company and is active. "Active" means that the customer is regularly using the services, not merely maintaining an account.

4.6 VL Partners may withdraw a Commission Option at any time by giving notice to you. This withdrawal can be made at VL Partners's sole discretion and for any reason. You will then be required to select another Commission Option via the Affiliate Programme Site which will apply to any Customers whose date of first registration is on or after your date of selection.

4.7 You will be able to review statements showing the number of Customers introduced by you via the Tracking Links or using the Code and Affiliate Payments, if any, which have accrued over the course of the calendar month, using the Affiliate Program Site. Such statements are for information purposes only. VL Partners will endeavour to ensure that such statements will be updated daily but is under no obligation to do so. Provided that you have reached the threshold set out in clause 4.10, VL Partners will, at the first day of the calendar month, inform you of the amount of the Affiliate Payments, if any, for the preceding calendar month (the "Amount Due").

4.8 In the event that the Amount Due for a calendar month is a negative amount, VL Partners will not carry forward or set off such negative amount against Amounts Due for future months

which would otherwise be payable to you. If the Amount Due for a particular calendar month does not exceed 100 EUR, VL Partners will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 100 EUR, at which time payment shall be made in accordance with clause 4.11.

4.9 All payments made to you by VL Partners under this Agreement are

(a) deemed exclusive of any VAT or other tax payable which shall be your responsibility to pay. It is your responsibility to understand and assume any tax liabilities incurred from payments received under this Agreement.

(b) will be paid in Euros

(c) Affiliate payments will be made on a monthly basis approximately between the 15th and the end of each month for the amount due for the preceding calendar month, providing the payment exceeds the agreed minimum monthly amount, -or this balance will remain on the account until such month minimum amount has been reached.

(d) Affiliate is responsible for providing the correct payment details in monthly invoices. VL Partners is not responsible for any payments not received due to incorrect information provided by the Affiliate.

4.10 Unless agreed in writing by the Company's Head of Affiliates, any changes to an Affiliate's Commission Option will only be applicable to New Customers and not previously referred customers.

4.11 You shall incorporate and prominently and continually display the most up-to-date links provided by VL Partners on all pages of your website in a manner and location agreed by VL Partners and you shall not alter the form, location or operation of the links without our prior written consent.

4.12 In the event that a Customer:

(a) has been introduced in breach of any term of this Agreement;

(b) makes an initial deposit which is subject to a chargeback or which is reversed for any other reason;

(c) uses your code or that of a member of your Immediate Family (or the code relating to any similar or replacement VL Partners customer referral scheme) when signing up for an account; and/or

(d) fails any identity or credit checks carried out by VL Partners or on its behalf;

(e) is located in a territory from which the VL Partners and its Group Companies does not accept customers; this includes territories where online gambling is prohibited or restricted. You are responsible for ensuring the legality of our services in the territories from where you attract customers.

(f) has their account closed within 25 Business Days of the account opening you will not be entitled to receive any Affiliate Payments in respect of such Customer. The company is obliged to communicate this promptly and the affiliate can request evidence of such closure if applicable. In the event that any such payment has already been made to you in respect of such Customer you will promptly repay the amount paid on receiving notice from VL Partners. VL Partners will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

#### 4.13 High Roller Policy

The following High Roller Policy shall apply under the Affiliate Program. Negative Commissionable revenue generated in any given month by any Customers who VL Partners, in its sole discretion, determine to be "High Rollers" will be carried forward and offset against future commissionable revenue generated by Customers referred by an Affiliate until such negative commissionable revenue is cleared. The determination of the criteria to categorize a Customer as "High Roller" shall be in VL Partners sole discretion, and VL Partners sole responsibility in this regard shall be to advise the Affiliate of the categorisation of any Customers referred by the Affiliate as the same by way of amendment to these terms and conditions. Current criteria for determining High Roller policy is:

4.13.1. if in any given month a Customer generates negative commissionable revenue of at least €10,000, and the aggregate commissionable revenue in that month (for the brand) for that Affiliate is negative, then such Customer shall be deemed to be a High Roller;

4.13.2. if both of the above criteria are met (4.13.1) 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;

4.13.3. the negative balance carried forward cannot be set-off against other Customers' positive commissionable revenue;

4.13.4. the negative balance carried forward cannot be greater than the total aggregate negative commissionable revenue for the Affiliate, for that month;

4.13.5. if there is more than one High Roller, the negative balance carried forward will be split proportionally between them; and

4.13.6. The negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months. However, the full clearing of negative balance is not guaranteed.

4.13.7. Progressive wins do not fall into this category as this payout is taken from a progressive funds pool.

5.1 In addition to payments to be made under clause 4 above, where a new affiliate registers for the Affiliate Programme for the first time via the Tracking Links (a "Sub-Affiliate") you will be entitled to a payment equivalent to the percentage notified to you via the Affiliate Programme Site, of any payments made to such Sub-Affiliate under its affiliate agreement with VL Partners.

5.2 Sub-Affiliates may not be directly or indirectly owned or controlled by you or your Immediate Family and you shall not be entitled to any payment under this Agreement in relation to such a Sub-Affiliate. Any attempt to circumvent this rule may lead to immediate termination of the Agreement.

5.3 In the event that any Affiliate Payment to a Sub-Affiliate is reclaimed under the terms of its agreement with VL Partners or payments are made to you in breach of clause 5.2 above you will promptly repay the amount paid on receiving notice from VL Partners. VL Partners will be entitled, but not obliged, to set-off any amount owed as a result against future payments under this Agreement.

5.4 All payments under clause 5 will terminate when payments to the relevant Sub-Affiliate end for whatever reason.

5.5 VL Partners may change the level of any payment due under clause 5.2 above in respect of future Sub-Affiliates you refer at any time by giving notice to you.

5.6 Payments under clause 5 will be made in accordance with clauses 4.9 to 4.13above.

6.1 VL Partners makes no representation that any of its services, or those provided by any Group Company, will be uninterrupted or error-free and, to the fullest extent permissible by law, it will not be liable for the consequences of any such interruptions or errors. You acknowledge this risk and agree not to hold VL Partners liable for any disruptions or performance issues with our services, nor for any impact such disruptions may have on your Affiliate Payments.

6.2 If there is a pending payment due to an Affiliate for a period of one (1) year or more as a result of incorrect payment details, missing invoices, 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.

7.1 All IPR in the Tracking Links belongs to VL Malta Services Limited or its Group Companies. All IPR in any third-party materials shall belong to the third party owner thereof.

7.2 Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by VL Partners or a Group Company. In the event that you require access to any such data, you agree that you will give VL Partners an opportunity to secure rights to the same and (if it becomes necessary to do so) you will be responsible for the costs of securing a license to the same from the relevant third party data owner, unless agreed otherwise in writing by VL Partners.

7.3 Each party shall immediately notify the other party if any claim or demand is made or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Tracking Links.

8.1 You acknowledge that the security of VL Partners data and its systems is fundamental to the business of VL Partners and its Group Companies, and if you become aware of a breach or potential breach of security relating to the Tracking Links, you will immediately notify VL Partners of such breach or potential breach and use your best endeavours to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

8.2 Personal Data Protection and Privacy: You warrant that you will at all times comply with the provisions of the Regulation (EU) 2016/679 (General Data Protection Regulation) and any subsequent European Union legislation in relation to the protection of personal data and any similar or equivalent legislation in any other relevant jurisdiction, which is applicable to the Internet Site and your activities. All personal data provided by Affiliates or obtained in the course of executing this Agreement must be handled and stored securely, respecting the principles of lawful processing, limiting collection and retention, accuracy, integrity, and confidentiality. Affiliates must not under any circumstances exchange, sell, or exploit the personal data of the customers referred to VL Partners for any purposes. If found to do so, VL Partners reserves the right to terminate the Agreement and withhold all outstanding payments.

9.1 During the term of this Agreement and after termination or expiration of this Agreement, each party shall not use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that

(a) has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

(b) is obtained from a third party without breach of this clause or any other duty of confidence;



(c) has been disclosed to a party by a third party, other than a company within its Group not in breach of any duty of confidence;

(d) is trivial or obvious;

(e) is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or

(f) is in the possession of the Party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.

9.2 Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

9.3 On termination of this Agreement each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or any company in its Group.

9.4 The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by the parties. You will indemnify and hold harmless VL Partners, and its Group Companies from and against any and all losses, demands, claims, damages, costs, expenses (including , without limitation, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable, attorneys' fees) and liabilities suffered or incurred, directly or indirectly, by VL Partners or its Group Companies in consequence of any breach by you of your obligations under this Agreement.

10.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of VL Partners, and its Group Companies (including any liability for the acts and omissions of its employees, agents and sub-contractors) to you whether in contract, tort, statute, equity or otherwise:

(a) you acknowledge and agree that (except as expressly provided in this Agreement) the Tracking Links, Affiliate Program Site and all VL Partners and its Group Companies products are provided "AS IS" without warranties of any kind (whether express or implied);

(b) all conditions, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for

purpose, occurrence or reliability of the Tracking Links or the Affiliate Programme Site are hereby excluded; and

(c) neither VL Partners nor its Group Companies will be liable to you for any losses relating to your use of the Links or the Affiliate Programme Site or any breach of this Agreement by VL Partners including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or VL Partners or its Group Companies had been advised of the possibility of you incurring such loss.

10.2 No exclusion or limitation set out in this Agreement shall apply in the case of:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors; and/or

10.3 The time limit within which you must commence proceedings against VL Partners to recover on any claim shall be 6 months from the date you become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

11.1 Force Majeure: Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (if the failure results from any act of God, riot, war, civil unrest, flood, earthquake, epidemics, pandemics, or other cause beyond its reasonable control (including any mechanical, electronic, or communications failure), and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 15 Business Days, the party not affected may terminate this Agreement immediately by giving notice to other party.

11.2 This Agreement shall commence on the Commencement Date and, subject to clause 11.2, shall continue until either party serves 20 Business Days' written notice of an intention to terminate.

11.3 VL Partners may terminate this Agreement immediately in the event that:

(a) the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from VL Partners specifying the breach and requiring its remedy;

(b) the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its

creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);

(c) the Affiliate is made the subject of a bankruptcy petition or order;

(d) the Affiliate ceases or threatens to cease carrying on its business;

(e) the Affiliate, in VL Partners opinion, is in breach of the terms of any applicable advertising code of practice including but not limited to the CAP code and any voluntary codes VL Partners has agreed to abide by;

(f) VL Partners ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Internet Site; or

(g) fails to change the web address of the Internet Site on VL Partners request in accordance with clause 3.1(e).

11.4 Clauses 11.2(b) and (c) will apply if any event occurs, or proceeding is taken, with respect to the Affiliate in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

12.1 Except as set out in clause 12.3 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

12.2 On termination of this Agreement all licences granted to the Affiliate pursuant to this Agreement will immediately terminate.

12.3 If VL Partners terminates this Agreement under clause 11.2 or you terminate this Agreement under clause 11.1 (except when you do so following a material variation to the terms of the Agreement as provided herein) you will not be entitled to receive any further payments pursuant to clauses 4 and 5 following such termination.

12.4 Clause 9 together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for whatever reason.

13.1 You will not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of VL Partners.

13.2 VL Partners may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to you.

14.1 This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and the parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous communications, representations, understandings, and agreements, either oral or written.

15.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:

(a) the parties as a partnership, association, joint venture or other co-operative entity; or

(b) any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

16.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

16.2 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

16.3 VL Partners may modify all or any part of this Agreement at any time. VL Partners will give you fourteen (14) Business Days' notice of any such changes. If you do not agree to the changes you may serve notice to terminate this Agreement under clause 11.2 before the changes take effect and such changes will not apply for the duration of the notice period set out in clause 11.2. If you fail to terminate this Agreement and continue to participate in the Affiliate Programme you will be deemed to have accepted the changes made under this clause. The latest modified date of these terms and conditions will be displayed at the top of this Agreement.

17.1 Notices and communications from VL Partners will be made by e-mail to the address provided by you on your application to join the Affiliate Programme.

17.2 You should send all notices and communications to the following email address [affiliates@vlpartners.com](mailto:affiliates@vlpartners.com) or such other email address as notified to you via the Affiliate Programme Site from time to time.

17.3 Notices and communications will be deemed received 4 hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 09:00 to 18:00 (CET time) it will be deemed to have been received at 09:00 on the next Business Day.

18.1 Except for any Group Company no third party may enforce any rights granted to it under this Agreement.

19.1 the Affiliate shall, upon request from the VL Partners, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

20.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the law of Malta and the parties hereby irrevocably submit to the jurisdiction of the courts of Malta. In the event of a dispute arising out of or in connection with this agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to the competent court in Malta.

21. Limitation of Liability: In no event shall VL Partners be liable for any indirect, incidental, consequential, special, or exemplary damages, including but not limited to, loss of profits, goodwill, use, data, or other intangible losses (even if VL Partners has been advised of the possibility of such damages), arising out of this Agreement.

22. Amendments to the Agreement: VL Partners reserves the right to amend this Agreement at any time. Any amendments will be communicated to Affiliates by email and will be effective immediately. Continued participation in the Affiliate program will constitute acceptance of the changes.

23. Non-Exclusivity: This Agreement does not create an exclusive arrangement between VL Partners and the Affiliate. Both parties are free to work with other parties unless specifically stated in a written agreement.