

## Annex 1

**Betsson Group Affiliates – Terms and Conditions Program**

The below is an agreement between Betsson Services Limited, a company incorporated in Malta, with registration number C44114 with its registered address at Betsson Experience Centre, Ta ' Xbiex Seafront, Ta ' Xbiex, Malta , XBX 1027 ( “BSL”, “us” or “we” ) acting on behalf of BML group LTD with its registered address in Experience Centre, Ta ' Xbiex Seafront, Ta ' Xbiex, Malta , XBX 1027 and you (“you” or “the Affiliate”) which regulates the relationship between you and us (“The Affiliate Agreement”) . Please read the **Affiliate Agreement** carefully to ensure you understand your rights and obligations and the repercussions for you should you breach the Affiliate Agreement.

By registering for the Affiliate Program, and / or by accessing and utilising any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you have will be deemed to have read, understood and agreed to the Affiliate Agreement.

The terms and conditions have been amended as of 8<sup>th</sup> July 2021 and will apply to any unbilled amounts, for the avoidance of doubt, these amended terms and conditions will take effect from the first day of any unbilled calendar month (“**Effective Date**“) and by continuing with the Affiliate Program past this date you agree to be bound by this Affiliate Agreement as from the Effective Date, **IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN IT IS YOUR RESPONSIBILITY TO TERMINATE IN ACCORDANCE WITH CLAUSE 10 BELOW. IF YOU DO NOT TERMINATE YOUR AFFILIATE AGREEMENT THEN THESE TERMS AND CONDITIONS WILL BE BINDING ON YOU.**

**1. Definitions:**

1.1 “**Affiliate**” means you, the person or entity, who applies to participate in the Affiliate Program.

1.2 “**Affiliate Account**” means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Program and approved by BSL.

1.3 “**Affiliate Agreement**” means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of Betsson Group and/or Websites made known to the Affiliate from time to time.

1.4 “**Affiliate Application**” means the application made by the Affiliate to participate in the Affiliate Program.

1.5 “**Affiliate Links**” means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other any third party website to Betsson Group Websites.

1.6 “**Affiliate Program**” means the collaboration between BSL and the Affiliate whereby the Affiliate will promote Betsson Group’s websites and create the Affiliate Links from the Affiliate Website(s) to Betsson Group’s websites and thereby be paid a commission as defined under the Affiliate Agreement depending on the traffic generated to the websites subject to the terms and conditions of the Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7 “**Affiliate Wallet**” means an online wallet in the name of the Affiliate into which Betsson Group pays the commission and any other payments due to the Affiliate, which the Affiliate can withdraw in accordance with the Affiliate Agreement;

1.8 “**Affiliate Website(s)**” means any website on the world wide web which is maintained, operated or otherwise controlled by the Affiliate.

1.9 “**Applicable data privacy laws**” means all applicable data protection and privacy legislation as may be amended, extended or re-enacted from time to time, including without limitation Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”); the e-Privacy Directive (Directive 2002/58/EC) (“ePD”) as amended and as transposed into EU member state law or any legislation replacing the ePD; guidance and codes of practice issued by the relevant data protection authorities, and all other legislation and regulatory requirements in force from time to time which are legally binding on either Party in relation to the processing of personal data under this Affiliate Agreement.

1.10 “**Betsson Group**” shall mean BSL and any other company whom shares Betsson AB, a NASDAQ listed company incorporated in Sweden as a holding company from time to time.

1.11 “**Betsson Group Websites**” means the website with domain names [www.betsafe.com](http://www.betsafe.com), [www.betsafe.ee](http://www.betsafe.ee), [www.betsafe.lv](http://www.betsafe.lv), [www.betsafe.lt](http://www.betsafe.lt), [www.betsson.com](http://www.betsson.com), [www.betsson.es](http://www.betsson.es), [www.casinoeuro.com](http://www.casinoeuro.com), [www.casino.dk](http://www.casino.dk), [www.casinowinner.com/en](http://www.casinowinner.com/en), [www.jackpot247.com](http://www.jackpot247.com), [www.jallacasino.se](http://www.jallacasino.se), [www.liveroulette.com](http://www.liveroulette.com), [www.loyalcasino.com/en](http://www.loyalcasino.com/en), [www.nordicbet.com](http://www.nordicbet.com), [www.nordicbet.dk](http://www.nordicbet.dk), [www.norgesautomaten.com](http://www.norgesautomaten.com), [www.racebets.com](http://www.racebets.com), [www.racebets.de](http://www.racebets.de), [www.rizk.com](http://www.rizk.com), [www.rizk.es](http://www.rizk.es), [www.rizk.hr](http://www.rizk.hr), [www.starcasino.it](http://www.starcasino.it), [www.supercasino.com](http://www.supercasino.com), [www.supercasino.ee](http://www.supercasino.ee), [www.guts.com](http://www.guts.com), [www.thrills.com](http://www.thrills.com), [www.kaboo.com](http://www.kaboo.com), [www.gutsxpress.com](http://www.gutsxpress.com), [www.betsson.gr](http://www.betsson.gr) or other such websites and/or device applications as may be added to the Affiliate Program by BSL from time to time.

1.12 “**Commission**” means the percentage of the Net Revenue as set out in the Commission Structures for each particular product.

1.13 “**Commission Structures**” means the commission structures or any specific commission structure expressly agreed between BSL and the Affiliate.

1.14 “**Confidential Information**” means any information of commercial or essential value relating to Betsson Group such as, but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of Betsson Group Websites, technology, marketing plans and manners of operation.

1.15 “**Intellectual Property Rights**” means any copyrights, trademarks, service marks, domain names, brands, business names, utility brands, and registrations of the aforesaid and/or any other similar rights of this nature.

1.16 “**Net Revenue**” means:

(i) in relation to sportsbook, casino, bingo and scratch: all monies received by Betsson Group from New Customers in relation to placed bets/casino activities less (a) monies paid out to New Customers as winnings, (b) bonus, (c) administration fees, (d) fraud costs, (e) charge-

backs, (f) returned stakes and (g) less/add jackpot changes, and

(ii) in relation to poker: the rake contributed less (a) bonuses, loyalty bonuses, promotional amounts and/or rake backs, (b) administration fees, (c) fraud costs and (d) charge backs.

For the avoidance of doubt, all Net Revenue amounts referred to above are only in relation amounts generated from New Customers referred to Betsson Group Websites by the Affiliate Website(s).

1.17 “**New Customer**” means a new first time customer of Betsson Group having made a first deposit amounting to at least the applicable minimum deposit at Betsson Group Websites’ betting account in accordance with the applicable terms and conditions of Betsson Group Websites’, but excluding the Affiliate, its employees, relatives and/or friends.

1.18 “**Parties**” means BSL and the Affiliate (each a “Party”).

1.19 “**Personal Data**” means any information relating to any person, whether individual or legal that is or may be identified from time to time (directly or indirectly). It includes without limitation any and all information in relation to New Customers and/or Affiliates.

1.20 “**Privacy Policy**” means Betsson Group’s privacy policy which can be found [here](#).

1.21 “**Sub-Affiliate**” means an affiliate introduced to BSL by an Affiliate, having no previous history of affiliation with Betsson Group.

## 2. Your Obligations

2.1 **Registering as an Affiliate.** It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Program is correct and that such information is kept up to date at all times. To become a member of our Affiliate Program you must accept these terms and conditions by ticking the box indicating your acceptance and completing and submitting the Affiliate Application. The Affiliate Application will form an integral part of the Affiliate Agreement. We will, at our sole discretion determine whether or not to accept an Affiliate Application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether or not your Affiliate Application has been successful. You will provide any documentation required by BSL to verify the Affiliate Application and / or to verify the Affiliate Account information provided to Betsson Group at any time during the term of the Affiliate Agreement. This documentation may include but

is not limited to: bank statements, individual or corporate identity papers and proof of address.

**2.1.1 Additional verification checks.** Without prejudice to the validation process to be carried out in accordance with clause 2.1 above, BSL may, at its sole discretion, conduct further verification checks at any time during the term of the Affiliate Agreement and require additional documentation from the Affiliate. In particular, upon request, you will provide - within thirty (30) days of receipt of such request - a copy of a valid identity document together with a proof of address (e.g. utility bill or bank statement) or, in case of a legal entity, a copy of the act of incorporation together with the memorandum & articles of association as well as any other document that may be considered necessary at BSL's discretion. In the event the Affiliate fails to the request information or documents, in addition to the remedies set forth in clause 5.1, BSL reserves the right - with respect to the relevant target country and until the requested information or documentation is fully provided - to not consider, during the intervening time, the customers directed to Betsson Group Websites as valid New Customers under the Affiliate Agreement and to temporarily withhold them from the Affiliate Account. In such case the Affiliate shall not be entitled to claim any potential commission that might have otherwise accrued in relation to the target country and the suspended New Customers during the intervening time.

**2.2 Affiliate log in details.** It is your sole obligation and responsibility to ensure that (and to put in place all necessary measures to ensure that) your log in details for your Affiliate Account are kept confidential, safe and secure at all times. Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your log in information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under you Affiliate Account user ID and password whether such activity and / or conduct was undertaken by you or not. It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account. As you log in details are confidential, we do not have visibility of this information and cannot provide you with such information in case of loss.

**2.3 Affiliate minimum efforts.** By agreeing to participate in the Affiliate Program, you are agreeing to use your best efforts to actively and effectively advertise, market and promote the Betsson Group Websites in accordance with the provisions of the Affiliate Agreement and Betsson Group's instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in Betsson Group's best interest and will in no way harm Betsson Group's reputation or goodwill. You may link to the Betsson Group Website's

using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf. You are required to refer a minimum of 1 New Customer per month in each and every twelve-month period you are a member of the Affiliate Program and this is a material term of the Agreement. BSL reserves the right to amend this minimum New Customer requirement in relation to individual Affiliates upon reasonable notice to such Affiliates.

2.3.1 BSL reserves the right to suspend any Affiliate Account that does not respond to correspondence sent by BSL to the relevant Affiliate's registered account contact details within 3 month of the initial unresponsive correspondence, with the exception of matters related to due diligence and/or compliance.

2.4 **Valid traffic and good faith.** You will not generate traffic to the Betsson Group Websites by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud. You will also not attempt to benefit from traffic not generated in good faith whether or not it actually causes us damage. Where you have any reasonable suspicion that any New Customer referred by you under the Affiliate Agreement is in any way associated to bonus abuse, money laundering, fraud, or other abuse of remote gaming sites, you will immediately notify us of the same. You hereby recognise that any New Customer found to be a bonus abuser, money launderer or fraudster or who assist in any form of affiliate fraud (whether notified by you or later discovered by us) does not constitute a valid New Customer under the Affiliate Agreement (and thereby no Commission shall be payable by BSL in relation to such New Customers).

2.5 **Affiliate Website.** You will be solely responsible for the development, operation, and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable law and appears and functions as a professional website. Affiliates operating in Denmark shall comply with The Marketing Practices Act, specifically in regards to Article 6 "An advertisement shall be designed in such a way that it will be clearly understood to be an advertisement irrespective of its form and irrespective of the medium in which it is presented." Kindly find the full version of the Act [here](#). Affiliates who promote Betsson Group or any Betsson Group Website to persons located in Great Britain shall comply with the relevant provisions of the Gambling Commission's Licence Conditions and Codes of Practice ("[LCCP](#)"), the [CAP/BCAP Codes of Advertising Practice](#) and the [Gambling Industry Code for Socially Responsible Advertising](#) ("Industry Code"). You will not present

the Affiliate Website in such a way so that the Affiliate Website may cause confusion with the Betsson Group Websites and / or Betsson Group generally or so that it may give the impression that it is owned or operated by Betsson Group. The Affiliate Website will not contain any defamatory, libellous, discriminatory, obscene, unlawful (including that which the Affiliate does not have permission from any third party rights owner to use, for example illegal streaming) or otherwise unsuitable content (including, but not limited to: sexually explicit material which is not in line with legal or acceptable standards, violent, obscene, derogatory or pornographic materials or content which would be illegal in target country).

**2.6 Affiliate Program.** The Affiliate Program is intended for your direct participation and is intended of professional website publishers. You shall not open affiliate accounts on behalf of other participants. Opening an Affiliate Account for a third party, brokering an Affiliate Account or the transfer of an Affiliate Account is not accepted by BSL. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us. Approval is solely at our discretion. You shall not open more than one Affiliate Account without our prior written consent.

**2.7 Affiliate Links.** The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate's Website and if you display or make accessible to visitors to the Affiliate Websites descriptive information regarding any vendors whose banners are displayed on the Affiliates Website you shall, subject to our prior written approval of the content thereof, include similar descriptive information regarding the applicable Betsson Group Websites. You will only use Affiliate Links provided by Betsson Group within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Betsson Group's Websites) is also prohibited.

**2.8 Unsuitable websites.** You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property Rights (or in any other way link to or drive traffic to any Betsson Group Website via) on any unsuitable websites (whether owned by a third party or otherwise). Unsuitable websites include, but are not limited to, those that: are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party (including for the avoidance of doubt, any illegal streaming websites) or of Betsson Group or breach any relevant advertising regulations or codes of practice in any territory or any jurisdiction where such

Affiliate Links or digital advertisements may be featured.

2.9 **Direct marketing.** Affiliate is an independent data controller solely responsible for its own actions toward its customers. Therefore, Affiliate will have to comply with all applicable data privacy laws toward its customers. If sending any direct marketing communications to individuals (including but not limited to email, SMS and/or push notifications) which (i) include any of Betsson Group's Intellectual Property Rights; or (ii) otherwise intend to promote Betsson Group Websites, you must first have permission to send such direct marketing communications from BSL. If such permission is granted by BSL you must then ensure you have obtained each and every recipient's explicit consent to receive marketing communications and that such individuals have not opted out of receiving such communication. You must also make it clear, so that no confusion is caused (in regards to the sender of such communication) to the recipient that all marketing communications are sent from you and are not from Betsson Group. Affiliate shall also be responsible for ensuring that the content of such marketing communications complies with the relevant guidelines issued by the competent local authorities and does not breach any applicable law and/or regulation. For the avoidance of doubt, should you wish to engage any third parties in connection with the provision of such direct marketing communications, you shall be responsible for ensuring such third parties comply with the requirements of this clause 2.9.

2.10 **Use of Betsson Group Intellectual Property Rights.** Any use of Betsson Group's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in Clause 2.11 below. You will not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other search or referral service and which are identical or similar to any of the Betsson Group trademarks or otherwise include the Betsson Group trademarks or variations thereof, or include metatag keywords on the Affiliate Website which are identical or similar to any of the Betsson Group trademarks. You will not register (or apply to register) any trademark or domain name or any similar trademark or domain name which is similar to any trademark, domain name or brand used by or registered in the name of any member of Betsson Group, or any other name that could be understood to designate Betsson Group or any Betsson Group brand.

2.11 **Approved creative.** You will not use any advertising layout or creative (including banners, images, logos and / or any material containing) incorporating or in any way utilising our Intellectual Property Rights unless the advertising layout or creative has been provided to you by BSL or (where creative / advertising layouts are created by you) without the advanced



written approval of BSL in relation to each and every advertising layout or creative. You will not alter the appearance of any advertising or creative which has been provided to you or for which such approval has been granted by BSL. It is your responsibility to seek approval from BSL in time for release or launch of any advertising campaign or creative and to ensure you have written approval from BSL in relation to each and every advertising layout or creative and to be able to evidence such approval upon request.

**2.12 Loyalty programs.** You will not offer any rake-back / cash-back/ value-back or similar programs, other than such programs as are offered on the Betsson Group Websites.

**2.13 Compliance with laws.** You have the obligation to be compliant with all relevant laws during the full duration of our cooperation. This includes but not limited to:

- You must ensure that you are compliant with the relevant laws, regulations and codes of conduct relating to responsible gambling advertising which Betsson Group is bound to comply with in the respective jurisdictions, including the EGBA Code of Conduct on Responsible Advertising for Online Gambling;
- Where applicable, Affiliate must obtain, maintain and comply with all licences You may require in order to fulfil your obligations depending on the local law and jurisdiction where You operate;
- You will carry out your activities as if You were bound by the same licence conditions and/or subject to the same codes of practice as Betsson including, for Affiliates who promote Betsson Group or any Betsson Group Website to persons located in Great Britain, the LCCP, the CAP/BCAP Codes of Advertising Practice (as applicable) and the Industry Code.

When it comes to Responsible Gaming You are aware of Betsson Group’s on-going commitment to responsible gaming and the prevention of gambling addiction and you will actively co-operate with Betsson Group to convey a responsible gaming message and reduce gambling addiction including (but not limited to) featuring such responsible gaming links, information or logos as required by Betsson Group on the Affiliate Website. You will not use any material or in any way target persons who are under 18 (or older where you target a jurisdiction or territory where the minimum age to partake in gambling is greater than 18).

**2.14 Illegal activity.** You will not target any territory or jurisdictions where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. You will act

legally and within the relevant and / or applicable law at all times and you will not perform any act which is illegal in relation to the Affiliate Program or otherwise.

**2.15 Data Protection and Cookies.** You shall at all times comply with applicable data privacy laws including any new or amended data protection acts, regulations or law applicable to your territory relating to the use of cookies and similar tracking technologies such as beacons, scripts and tags (collectively “cookies”). You agree to comply with all necessary notification procedures of the use of cookies to all visitors to the Affiliate Websites by providing information, via the relevant privacy policy or other means, about the use / deployment of cookies; access of information stored on users’ devices; and the processing of users’ personal data for targeted advertising purposes. Affiliate shall provide users with the opportunity to reject the installation of cookies and shall prevent cookies from executing unless consent is provided, where applicable.

**2.16 Cost and expense.** You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

**2.17 Betsson Group monitoring of Affiliate activity.** You will immediately give Betsson Group all such assistance as is required and provide us with all such information as is requested by Betsson Group to monitor your activity under the Affiliate Program and as we may require to allow us to comply with our reporting and other regulatory obligations.

**2.18 Commissions paid to the Affiliate incorrectly.** The Affiliate agrees to immediately upon request by BSL, return all Commissions received based on New Customers referred to Betsson Group in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions.

**2.19 Notification of breach.** You agree to notify us [in writing] as soon as practicable and in any event within [5 working days] of your becoming aware, of any breach of the Affiliate Agreement, including but not limited to breaches by you of any laws, regulations, licence conditions, codes of conduct or advertising rules which apply to you as a result of the Affiliate Agreement.

### **3. Your rights**

**3.1 Right to direct new Customers.** We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to such Betsson Group

Websites as we have agreed with you in strict accordance with the terms and conditions of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by or through persons or entities other than you.

3.2 **Licence to use Betsson Group Intellectual Property Rights.** We grant to you a non-exclusive, non-transferable licence, during the term of this Affiliate Agreement, to use the Betsson Group Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Betsson Group. This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Betsson Group Intellectual Property Rights is limited to and arises only out of this licence. You shall not assert the invalidity, unenforceability, or contest the ownership of any Betsson Group Intellectual Property Rights in any action or proceedings of whatever kind or nature, and shall not take any action that may prejudice our rights in the Betsson Group Intellectual Property Rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Betsson Group Intellectual Property Rights by any third party.

3.3 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 of Betsson Group's customers.

#### 4. Our Obligations

4.1 We shall use our best endeavours to supply you with all such materials and information required for necessary implementation of the Affiliate Links.

4.2 At our sole discretion, we may register any New Customers directed to the Betsson Group Websites by you and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary, to comply with any requirements we may periodically establish.

4.3 We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4 **Privacy information about processing of personal data of Affiliates:** As an independent data controller, We shall use and process the following personal data of an Affiliate or any Affiliate employee in accordance with applicable privacy law, as follows: your username for the purpose of logging in, your email address, full name, date of birth, your country and address, telephone number, information about

revenue and target achiever, financial and other data necessary for legally required verifications and checks. Furthermore, as noted in Clause 3.3, as a general rule we do not share Personal Data of Betsson Group or Affiliate customers for the purpose of this cooperation, however, you may be required to share some information with us (for example customer e-mail address) in exceptional situations where you have reasonable suspicion that New Customer referred by you under the Affiliate Agreement is in any way associated to money laundering, fraud, or other abuse of remote gaming sites. All these data will be used in the first place in order to conduct cooperation with you and for the performance of the Affiliate Agreement (to register your account, to report and follow your revenue and KPI, to make necessary payments to you) but also in order to fulfill our legal obligations coming from relevant laws such as AML and Gaming laws. Finally, we have to process your data based on our legitimate interest to prevent violation and abuse of these Terms and Conditions, to ensure security, to manage our business relationship, and in the defense of legal or other claims. Please note that all these data are necessary so we can establish and conduct cooperation with you, and therefore if you refuse to provide the data we will not be able to cooperate with you. We have to keep your personal data for the duration of our cooperation and after the end of the cooperation as required per relevant laws and in order to establish, defend and/or exercise legal claims.

Please note that your data will only be shared among our Group of companies (including without limitation in order to grant and/or enforce the license to the Licensed IP and to process payments) and third parties (recipients) that help us maintain the relationship with you based on data processing agreements. The list of recipients with who we share your personal data includes providers of database and technical systems to manage the relationship with affiliates, consultants, and other technical providers. Please note that we process your personal data within the EEA and that if we engage third-party vendors or independent contractors outside the EEA we will only do that by applying appropriate safeguards as required by the GDPR, such as Standard Contractual Clauses. You can always get more information about recipients and safeguards for transfers of data by contacting our Data Protection Officer at [dataprivacy@betssongroup.com](mailto:dataprivacy@betssongroup.com).

With respect to your personal data you have rights as mandated by the GDPR: right to get a copy of your data; right to correct data; right to delete data; right to object (for example, right to unsubscribe from marketing communications); right to ask

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for restriction of processing; right to transfer data; and right not to be subject to automated decision making including profiling without meaningful human intervention in accordance with requirements defined in the GDPR. If you have any questions or wish to exercise your rights you can send an email to our DPO at [dataprivacy@betssongroup.com](mailto:dataprivacy@betssongroup.com).

Please note that the data controller responsible for processing your personal data is BML Group Ltd, a Maltese company having its registered address at 'Betsson Experience Centre', Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta. You can always lodge a complaint on the processing of your personal data with the regulatory authorities overseeing applicable privacy laws. Insofar as the GDPR applies, you may file a complaint with the supervisory authority in the country of your habitual residence, place of work or place of alleged infringement, with the mention that our Lead Supervisory Authority is the Office of the Information and Data Protection Commissioner (IDPC) in Malta.

4.5 Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 6.

## **5. Our Rights and Remedies**

5.1 In the case of your breach (or, where relevant, suspected breach) of the Affiliate Agreement or your negligence in performance under the Affiliate Program, or failure to in any way meet your obligations hereunder, BSL and Betsson Group shall have (at BSL and / or Betsson Group's sole discretion) the following remedies available:

- (i) the right to suspend (for up to 180 days) any Affiliate's participation in the Affiliate Program for such period as is required to investigate any activities of the Affiliate that may be in breach of the Affiliate Agreement. During any period of suspension, payments of Commission will also be suspended;
- (ii) the right to withhold any Commission or any other payment payable or owing to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate under the Affiliate Agreement which is in breach of (or otherwise not in accordance with) the Affiliate's obligations under the Affiliate Agreement;
- (iii) the right to withhold and / or set off such monies as BSL or Betsson Group deems reasonable from the Commission to cover any indemnity given by the Affiliate hereunder or to otherwise cover any liability of Betsson Group which arises as a result of the Affiliate's breach of the Affiliate Agreement or the Affiliate's negligent performance hereunder;

(iv) immediately terminate the Affiliate Agreement.

(v) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement in accordance with clause 10.1.

5.2 Our rights and remedies detailed above shall not be mutually exclusive. Therefore, the exercise of one or more of the right or remedies listed above shall not preclude the exercise of any other right or remedy. You also acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of the Affiliate Agreement and, in the event of a breach or threatened breach of any provision of the Affiliate Agreement; we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in the Affiliate Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of the Affiliate Agreement, the intention of this provision is to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

## **6. Commission and Payment**

6.1 Subject to your adherence with the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure on Net Revenue of New Customers referred by you to the Betsson Group Websites. We retain the right to change the Commission percentage and method of calculation of Commission as we wish in accordance with this clause 6. The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. VAT shall be payable into the account of the Affiliate in addition to the Commission except where in terms of Maltese law it is BSL who has to account for VAT in Malta in relation to the Affiliate Program (under reverse charge). In case of any change in the applicable VAT the Commission shall be adjusted so BSL's position remains not more onerous than prior to the change.

6.2 The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, not later than the 10th of the following calendar month, provided that the amount due exceeds €50 (the "Minimum Threshold"). If the balance due is less than the Minimum Threshold, it shall be accumulated and carried over to the following month and shall be payable when the total Commission collectively exceeds the Minimum Threshold.

6.3 Payment of Commission shall be made through our Affiliate Wallet. Due to regulations under The Malta Gaming Authority, partners may be required for verification and 'know your customer' documentation before a withdrawal can be accessed. If an

error is made in the calculation of the Commission, BSL reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.4 A minimum amount of €50 (fifty euro) may be withdrawn from the Affiliate Wallet at any one time.

6.5 The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

6.6 If either Party disagrees with the balance due, it shall notify the other Party within fifteen (15) days and state the reasons of the disagreement. The disputed amount shall then be compared by BSL to reports offered in the Betsson Group Affiliate Account system and the Betsson Group database, and the final amount payable shall be as per the figure reported on the database.

6.7 The Affiliate may, at the sole discretion of BSL, be provided with the opportunity to restructure its commission structure. Examples of alternative commission structures could include a Cost Per Acquisition (CPA) model. However, and for the avoidance of doubt, only one type of Commission Structure for the same product may be applied at the same time. Therefore, once an Affiliate accepts BSL's offer to apply a new commission structure, different to the standard Commission Structure detailed in the Affiliate Agreement, the Affiliate hereby agrees and understands that the new proposed commission structure shall replace his existing commission structure in its entirety. Notwithstanding the above, the Affiliate's obligations assumed under the Affiliate Agreement will still continue to apply to the Affiliate even if a new commission structure is applicable.

6.8 The Affiliate shall have the sole responsibility to pay any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity as a result of the compensation generated under the Affiliate Agreement. BSL shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify BSL in that regard.

6.9 If in any given calendar month, a player from any Affiliate generates negative commissionable revenue of at least €50,000 (fifty thousand Euro) then such player shall be deemed to be a high roller ("**High roller(s)**"). In calculating Commission for High Rollers; where commission earned by an Affiliate in relation to a High Roller(s) results in a negative amount in any calendar month then we shall have the right to carry forward any such negative amounts and the negative amounts will be applicable to and set off against any future

commission payable to you in relation to the High Roller(s) until the negative balance has been fully set off against future positive commission. If any High Roller(s) has a negative commissionable revenue in excess of €50,000 (fifty thousand Euro) in the last calendar month prior to the current unbilled calendar month then this negative commissionable revenue will be considered as negative carryover and used to calculate Commission for the current unbilled calendar month.

## 7. Sub-Affiliate Terms and Conditions

7.1 The following terms and conditions shall apply to You in respect of Sub-Affiliates. If You wish to introduce potential Sub-Affiliates to BSL you should sign-up via the <https://affiliates.betssongroupaffiliates.com/signup.php>. Potential Sub-Affiliates will be required to complete and submit an Affiliate Application. BSL will assess the Sub-Affiliate application and may accept or otherwise reject such Affiliate Application pertaining to potential Sub-Affiliates as it deems appropriate, in its sole discretion.

7.2 Upon BSL's acceptance of a Sub-Affiliate to the Affiliate Program, each Sub-Affiliate will be required to accept the terms and conditions of the Affiliate Agreement, as set out herein.

7.3 Sub-Affiliates will receive Commission from BSL in accordance with the Affiliate Agreement. You shall be entitled to receive Commission from BSL based on the Commissions received by the Sub-Affiliates introduced by You to BSL (the "**Sub-Affiliate Commission**"). The Sub-Affiliate Commission due to You shall depend on the Commission Structure agreed between such Sub-Affiliate and BSL, regardless of the Commission Structure applicable to You. Sub-Affiliate Commissions are as specified <https://www.betssongroupaffiliates.com/commissions/>.

7.4 For the sake of clarity, nothing herein shall entitle You to receive any Commission for sub-affiliates introduced by a Sub-Affiliate to BSL.

7.5 None of the following is permissible and is strictly forbidden at all times: (a) introducing yourself, an employee or a relative as a Sub-Affiliate. For the avoidance of doubt, You shall not be entitled to any Sub-Affiliate Commission if: (i) You are a legal person, and the relevant Sub-Affiliate is Your shareholder, director, employee or agent; or, (ii) You are a natural person, and the relevant Sub-Affiliate is Your employee, agent or relative; (b) offering, making available to or providing a Sub-Affiliate (including a potential Sub-Affiliate) an incentive - whether financial or otherwise - to act as, or, become a Sub-Affiliate; (c) attempt



to use the Sub-Affiliate structure in any manner whatsoever in bad faith against BSL. If BSL determines, in its sole and absolute discretion, that You have done or attempted to do any of the aforesaid, BSL may immediately block your Affiliate Account/s, and/or retain any Commission and/or Sub-Affiliate Commission (as BSL may unilaterally decide) otherwise payable to You, and You will no longer be entitled, and, BSL will no longer be liable, to pay such Commission and/or Sub-Affiliate Commission to You.

## **8. Modification of terms and conditions**

8.1 We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

## **9. Confidential Information and Publicity**

9.1 During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Program (including, for example, the Commissions earned by you under the Affiliate Program). You agree to avoid disclosure or unauthorised use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for purposes necessary to further the purposes of the Affiliate Agreement. Your obligations in regards to this clause survive the termination of the Affiliate Agreement. You must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of Betsson Group (with approval of the exact content to also be approved by BSL).

## **10. Term and Termination**

10.1 **Term.** The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case the Affiliate Agreement will be terminated 12 months after such notice is given. Termination is at will, with or without

reason, by either party. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification. For the avoidance of doubt, Betsson may also terminate (in accordance with Clause 5 above) upon immediate notice at any time for the Affiliates failure to meet their obligations under the Affiliate Agreement or otherwise for the Affiliate's negligence.

**10.2 Affiliate actions upon termination.** Upon termination you must immediately remove all of Betsson Group banners/icons from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all Betsson Group Websites. All rights and licenses given to you in the Affiliate Agreement shall immediately terminate. You will return to BSL any confidential information and all copies of it in your possession, custody and control and will cease all uses of all Betsson Group Intellectual Property Rights.

**10.3 Commission.** Upon termination of the Affiliate Agreement for any reason, all Commission relating to any New Customers directed to Betsson Group during the term shall not be payable to the Affiliate as from the date of termination. All monies earned by Betsson Group from such New Customers shall, as from the date of termination, be retained solely by Betsson Group.

## **11. Miscellaneous**

**11.1 Disclaimer.** We make no express or implied warranties or representations with respect to the Affiliate Program, about Betsson Group or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Betsson Group Affiliate Account system and the Betsson Group database, the database shall be deemed accurate.

**11.2 Indemnity.** You shall defend, indemnify, and hold Betsson Group, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with (a) any breach by you of any provision of the Affiliate Agreement, (b) the performance of your duties and obligations under the Affiliate Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts

or omissions, or the unauthorised use of our banners and links or this Affiliate Program.

11.3 **Limitation of Liability.** BSL and / or Betsson Group shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

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

11.5 **Relationship of Parties.** BSL and the Affiliate are independent contractors and nothing in the Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Affiliate Agreement.

11.6 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period exceeding thirty (30) days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

11.7 **Assignability.** You may not assign the Affiliate Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, the Affiliate Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

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

11.9 **English language.** Where the Affiliate Agreement is translated into the languages, please be aware that the Affiliate Agreement was first drafted in English and where there is any conflict or discrepancy between the English language version and any other language, the English language version shall prevail.

11.10 **Governing Law.** The validity, construction and performance of the Affiliate Agreement and any claim, dispute or matter arising under or in connection to the Affiliate Agreement or its enforceability shall be governed and construed in accordance with the laws of Malta. Each Party irrevocably submits to the Malta Arbitration Centre, Malta, over any claim, dispute or matter under or in connection with the Affiliate Agreement and/or its enforceability.