



Operator Terms and Conditions

The following is an agreement (this "AGREEMENT") by and between us, the Company listed below, operating the Maxbet Malta Limited Affiliate Program ("MAXBET MALTA LIMITED" or "WE" or "US"), and you, which contains the terms and conditions that apply to all members of our Maxbet Malta Limited Affiliate Program.

Please carefully read this Agreement in its entirety. By submitting the application form you will be deemed to have agreed to join our Maxbet Malta Limited Affiliate Program and to be bound by the terms and conditions set out in this Agreement, and this Agreement will become valid and binding as between you and us.

THE FOLLOWING TERMS SHALL HAVE THE MEANING AS DESCRIBED HEREUNDER:

"AFFILIATE INACTIVITY" means zero accumulated number of new unique depositing Users or activity

"BANNERS AND TEXT LINKS" are the graphical artwork or text that will be directed to Sites through your Tracker, to permit a User to hyperlink from your website to any Site.

"COMPANY" means Maxbet Malta Limited.

"CASINO NET GAMING" means the amount of Casino bets minus Casino winnings minus Casino bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Casino bonuses.

"CHARGEBACK" or "CREDIT" are a credit card transaction which is not collectible by the credit card company as a result of customer non-payment or fraudulent credit card use, or other User payment transaction which is revoked and for which a credit is given.



Operator Terms and Conditions

"CPA PAYMENT" is the one-time payment for every Qualifying User payable to you if you choose the CPA payment plan.

"COMPANY" means Maxbet Malta Limited

"DEPOSITS" are the funds transferred by Users to their user accounts at the relevant Sites.

"EXIT TRAFFIC" means the traffic that you bring via an exit window, when Users leave a Site (using your unique Tracker).

"FRAUD" / "FRAUDULENT" means an actual or attempted act by you or any User which is (i) illegal in any applicable jurisdiction, (ii) made in bad faith, or (iii) intended to defraud us or any of the Sites and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Sites any damage or harm. Fraud shall include, without limitation, collusion; abuse of bonuses or other promotions; abuse of the CPA commission structure (for example: less than 100 iPoints accumulation per new poker user); violation of money-laundering or other laws and regulations; Spamming; false, misleading or unauthorized advertising or representations; use of stolen credit cards; rake-back activity; wagering through the use of a program or a software; and unauthorized use of any intellectual property rights (including third parties' and any of our or the Sites' rights).

"FROZEN USER/ FROZEN ACCOUNT" means a User's accounts that has been closed or put-on temporary hold due to Fraudulent or other suspicious activity

"GAMES NET GAMING" means the amount of Games bets minus Games winnings amount minus Games bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Games bonuses.

"MARKS" means any logo, trademark, trade name, design, domain name or similar identifying material that are owned or licensed by us or by any Site.



Operator Terms and Conditions

"SIGNUPS" or "NEW REGISTRATIONS" means users that have completed the registration process

"NEW QUALIFYING SIGNUP USERS" means only real users that have registered passed the KYC procedure have activated their accounts and placed a bet either cash or bonus

"FIRST TIME DEPOSITOR" or "FTD" means users that have deposited first time

"NEW FIRST TIME REGISTERED DEPOSITOR" or "NRD" means users that have registered and deposited for the first time in the same month

"USER" is a person that enters any Site via your Tracker(s), has opened a new account with such Site and is qualified and authorized to access and use the Site in accordance with the terms and conditions of use of such Site and with all applicable laws, rules and regulations.

"PRIVACY AND DATA PROTECTION REQUIREMENTS" means the Law no.677/2001 of the Romanian Parliament for the protection of individuals with regard to the processing of personal data and the free movement of such data, 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 (General Data Protection Regulation) starting with 25 May 2018, Directive (EU) 2016/680 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 by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA starting with 6 May 2018 and all applicable laws and regulations relating to the processing of personal data, direct marketing and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction or GDPR regulation.

"PROMOTION MAILS" means graphical artwork or text regarding specific promotion campaigns, sent by us from time to time for dissemination by you.



Operator Terms and Conditions

"QUALIFYING USERS" is a User which deposit at least once, meet the minimum stake requirements and meet any other qualifications which We may add from time to time at our discretion.

"SPORTSBOOK NET GAMING" means the amount of Sports bets minus Sports winnings minus Sports bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Sports bonuses.

"SITES" are the websites promoted by us and offered within the Maxbet Malta Limited Affiliate Program, as they may be from time to time, and all their related pages.

"SPAM" means emails and messages that meet any one or more of the following criteria: (i) unsolicited mailing; (ii) contains false or misleading statements; (iii) does not truthfully identify the source or the originating IP Address and / or the originating email address and/or you as sender of the email/ message, and/ or indicates or implies that the message is sent by us (including by way of example and without limitation by naming us as the sender of a Promotion Mail); (iv) does not contain an online and real time Remove/unsubscribe option, which is presented clearly in each communication; (v) bundles certain software with other software, or (vi) inserts icons or causes software download or installation or similar action without the consent of the addressee.

"SUB-AFFILIATES" mean persons who were introduced to us by you and who join our Maxbet Malta Limited Affiliate Program as regular affiliates, and in respect of which We shall pay you certain commissions, as further described in this Agreement.

"TRACKERS" are the unique tracking URLs that We provide exclusively to you for the term of this Agreement, through which We track Users and calculate your Revenue Commission or CPA Payment, as applicable.

"REVENUE COMMISSION" Revenue Commission" is the percentage of Casino Net Gaming, Games Net Gaming, Poker Net Gaming, Poker Gross Revenue, Bingo Net Gaming or Sportsbook Net Gaming payable to you the Revenue Share payment plan. We shall be entitled to set off any costs



Operator Terms and Conditions

related to the processing service provider, any third-party license fee, royalties or any other applicable payments to third parties as well as any tax, including applicable gaming tax, charge, levy, tariff or any other similar mandatory payments levied or charged on gaming turnover.

“NEGATIVE BALANCE CARRY-OVER (NCO)” If Net Gaming Revenues falls below zero in any month, the Net Gaming Revenue used for the basis of the calculation of the Revenue Share for such month shall be set to zero, and a negative Net Gaming Revenue result shall be carried forward to a subsequent month’s Net Gaming Revenue and Revenue Share calculations.

APPOINTMENT AND PROPRIETARY RIGHTS

Appointment

By this Agreement and upon receiving your application form, we will consider accepting you as an affiliate in our Maxbet Malta Limited Affiliate Program. If We decide, in our discretion, to accept you as an affiliate, this Agreement will become valid and binding as between you and us, and We will hereby grant you the non-exclusive, revocable and non-transferable right to direct potential Users to the Sites, in accordance with the terms and conditions of this Agreement.

This Agreement does not grant you an exclusive right to direct potential Users to the Sites or any other exclusive right in connection with the Sites or with the Maxbet Malta Limited Affiliate Program. Except for the payment of the Revenue Commission or CPA Payment, as applicable, you will not have any rights with respect to any Users.

We may operate additional affiliate programs in connection with the Sites or any other sites, and you will have no right in connection with such other programs, other than those rights We may expressly grant to you.



Operator Terms and Conditions

License to Use Marks

We hereby grant you a non-exclusive, revocable, non-transferable sublicense, for the term of this Agreement, to use any Marks solely for the display of the Banners and Text Links on your sites.

This sublicense cannot be further sub-licensed, assigned or otherwise transferred by you unless approved in writing by us. Your right to use the Marks is limited to and arises only out of the sublicense herein granted. We have the right to terminate this sublicense at any time by written notice to you. This sublicense will be terminated automatically upon the termination of this Agreement for any reason.

You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Marks, in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or any of the Sites' rights (as an owner or licensee) in or to the Marks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

You shall not register or attempt to register any logo, trademark, trade name, design, domain name or similar identifying material that contain, are confusingly similar to or are comprised of any Marks.

In the event of an infringement throughout the usage of the Mark, You shall be liable for damages ensuing therefrom, and We reserve the right to take any action and subsequent remedy, pertaining to Us, at law.

Commercial Use Only

The marketing opportunity presented in our Affiliate Program is for commercial use only, and you, your family members, friends or associates may not make Deposits, directly or indirectly, through any of your Trackers for your or their own personal use or to increase the amounts payable to you under this Agreement by any act which involves Fraud.



Operator Terms and Conditions

If you wish to make test transactions to evaluate the system, including Deposits, please contact MAXBET MALTA LIMITED at affiliates@maxbet.ro

USERS' DATA

You will, at all times, observe all applicable Privacy and Data Protection Requirements and take all reasonable precautions to ensure that all user data is sourced, held, used and otherwise processed ethically and in full compliance with all Privacy and Data Protection Requirements. This shall include without limitation that the individuals concerned have, where legally required, provided consent, been afforded the opportunity to opt in to receive, and the opportunity to unsubscribe from, any relevant marketing material. You accept and agree that you shall be solely responsible and liable for selecting the individuals to whom Promotion Mails will be sent or otherwise communicated, and for ensuring that such activities are carried out in compliance with all applicable Privacy and Data Protection Requirements, and that you will, therefore, be the person sending and instigating the sending of all such communications (notwithstanding that they are required to comply with all provisions of this Agreement). It is clarified that any and all data relating to the Users which Users provide to us shall be and remain our exclusive property and that for the purpose of the services to be delivered under this Agreement You shall not have access to it.

YOUR RIGHTS AND OBLIGATIONS

Promotion and Link to Sites

By joining our Maxbet Malta Limited Affiliate Program, you agree to market, promote and refer potential Users to the Sites, by creating and maintaining a unique link from your site to the Sites and by disseminating Promotional Mails provided that you have obtained our advance written approval of the content which is used around such link, and the form of such Promotional Emails. Such link may be established with one or more of our Banners and Text Links. You will be solely liable for the content and manner of your marketing and promotion activities. All such activities must be conducted at all times in a professional and lawful manner and in compliance with all applicable licenses, laws, and regulation, including without limitation with Privacy and Data Protection Requirements (including without limitation any and all requirements to obtain individuals'



Operator Terms and Conditions

consent prior to marketing). Every Promotional Mail shall clearly indicate its origins from You and not from us and shall include the option to unsubscribe from marketing material.

No Other Marketing or Other Activity

The establishment and maintenance of the unique link from your site to the Sites using the Banners and Text Links, and the dissemination of Promotional Mails, are the only methods by which you may advertise, market and promote the Sites in compliance with the terms of this Agreement, unless We give you our prior written authorization for any other activity.

You will not at any time by yourself, nor will you allow, assist or encourage others to market and promote the Maxbet Malta Limited Affiliate Program or any of the Sites, directly or indirectly within any environment that could reasonably be construed as itself operating illegally or in such a way that any association with such an environment may cause damage to the reputation of Maxbet Malta Limited Affiliate Program or any of the Sites (by way of a non-exhaustive example only, file-sharing sites clearly supporting piracy activity).

Approved Layouts

You will use only our approved Banners, Text Links and Promotional Mails and will not alter their appearance, design or content unless We give you our prior written consent. At your request, we may provide you with a code that will enable you to post on your sites other types of banners from our banner database.

Age Limitation

You can only participate in our Affiliate Program if you are of the legal age determined by any applicable laws in your jurisdiction. In any event and under any circumstances, you cannot participate in our Affiliate Program if you are under 18 years of age. We reserve the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided to us.



Operator Terms and Conditions

You will not by yourself, nor will you allow, assist or encourage others to, market and promote the Maxbet Malta Limited Affiliate Program or any of the Sites, directly or indirectly, to persons that are less than 18 years of age or such higher age as may apply in the jurisdiction that you are targeting, or develop or implement marketing and promotion strategies in respect thereof.

Legality of Use

You accept sole responsibility for determining whether your participation in our Affiliate Program is legal under any laws or regulatory requirements that apply to you. You understand that We do not provide you with any legal recommendation or assurance regarding such legality. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your participation in our Affiliate Program or the receipt of any payments from us, under any applicable laws. It is your responsibility to remain abreast of all legal and regulatory developments within the jurisdictions you are located or in which (or into which) you conduct marketing activity to ensure that you fully always comply with all applicable laws. Notwithstanding the obligation to comply with laws and regulations in general, you must also ensure that all marketing and advertising you undertake through your involvement with the Maxbet Malta Limited Affiliate Program is conducted in full compliance with any applicable advertising regulations (including, but not limited to, restrictions and/or requirements relating to content or location/positioning of material) and the Privacy and Data Protection Requirements.

No Fraud

We have zero-tolerance for inappropriate conduct and Fraudulent activity. You will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves Fraud. You will act at all times to refrain from, immediately stop and not allow and promptly inform us of any act or traffic that involves Fraud or that you believe or should reasonably believe to potentially involve Fraud or any act or traffic that We inform you is suspected by us, in our discretion, to involve or potentially involve Fraud.

In addition, you will not direct to the Sites Users involved in Fraudulent activity. In the event that Maxbet Malta Limited believes that a User is involved in Fraudulent activity, Maxbet Malta Limited



Operator Terms and Conditions

will immediately freeze such User's account and you will not be entitled to any Revenue Commission or CPA payments due to You under this Agreement in relation to such User.

Sole Responsibility for Your Site

You will be solely responsible for the operation and content of your site, including for ensuring that materials posted on your site are not libelous, obscene, sexually explicit, violent or otherwise illegal, objectionable or offensive, or, if notified by us in our discretion, otherwise unsuitable. You will be solely responsible that all the content of your site is original or otherwise is permitted to be published by the owner thereof. Furthermore, you will be solely responsible for any marketing initiatives you conduct, including, without limitation, compliance of such initiatives with the applicable legal requirements.

You will not make any claims, representations or warranties in connection with us or any of the Sites, and you will not be authorized to make any commitment or assume any liability or obligation on our behalf or on behalf of any of the Sites.

Confidentiality

During your participation in our Affiliate Program, we may disclose to you or you might otherwise obtain certain information which is either marked or by its nature is confidential and proprietary to us (herein referred to as "Confidential Information"). You shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than the purpose of this Agreement. Confidential Information shall not include any information that is generally known or available to the public (provided that the relevant information was not made known to the public by you or any third party breaching a confidentiality obligation), or information required to be disclosed by applicable law or any legal agency having jurisdiction over you (in which case you will give us prompt notice of such requirement).

Other Restrictions



Operator Terms and Conditions

In addition, and without derogating from any of the above, you will not at any time by yourself, nor will you allow, assist or encourage others to, do any of the following:

Use or cause or instigate the sending or other communication of Spam or of other communications which breach the Privacy and Data Protection Requirements.

Do any act that disparages us or any of the Sites or that otherwise is damaging or is reasonably expected to be damaging to our goodwill or to the goodwill of any Site.

In any way alter, affect or interfere with the operation or accessibility of the Sites or any page thereof.

Do any act which causes your site or any other site to copy or resemble the look and feel of any of the Sites or attempt to pass as any of the Sites or create the impression that any such sites are the Sites or otherwise confuse potential Users in connection therewith.

Communicate, engage or become involved with any of the Sites, in any way, without our prior written consent; nor undertake any marketing activities which might indicate or imply that you are part of us, or under direct or indirect common ownership with us.

Auditing and Proving Compliance with Privacy and Data Protection Requirements. You shall:

Keep at your normal place of business detailed, accurate and up-to-date records relating to compliance with all applicable Privacy and Data Protection Requirements (including without limitation all evidence of measures taken to comply with such requirements, and of the details of how and when and by whom consents were obtained from potential Users, and a copy or screenshot showing the form of consent given) ("Records");

Provide copies of Records within 24 hours upon receipt of a written request for the same from us;



Operator Terms and Conditions

permit us and our third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of Privacy and Data Protection Requirements, to:

- (a) gain access to, and take copies of, the Records; and
- (b) Inspect all Records for the purpose of auditing your compliance with your obligations under this Agreement; and give all necessary assistance to the conduct of such audits.

OUR RIGHTS AND OBLIGATIONS

Registering and Tracking Users

We will register your Users and track their play and will calculate the amounts payable to you in accordance with the applicable payment plan.

We reserve the right to require the Sites to refuse new Users or to close the accounts of existing Users if necessary, in our sole discretion in order to comply with any requirements We may periodically establish, including without limitation with regard to Fraud, unlawful activity, breach of the respective Site's terms and conditions of use, or otherwise.

Payments

We will make payments to you in accordance with the applicable payment plan, as set forth in detail below. Due to Maxbet Malta Limited's identity verification process, first payment to a new affiliate and/or first payment made to a new bank account of a current affiliate could take up to 30 business days to process.

All invoices shall be directed to finance@maxbet.ro in the first 10 days of the month, invoices must contain company details, period, and description. Failure or refusal to invoice the wallet amount will result in a 1% tax on the hold amount but not less than 100 EURO.



Operator Terms and Conditions

Reports

We will provide you with remote online access to reports regarding User activity and the Revenue Commission generated (if applicable). The form, content and frequency of the reports will be subject to change in our discretion. We will not be liable for the completeness or accuracy of any reports.

Recording Calls

All telephone conversations between you and any of our staff may be recorded, and you hereby consent to such recording. Any recordings will be treated in the strictest confidence and may be used by us in events of misunderstanding or dispute.

Confidentiality

We are committed at all time for secrecy and confidentiality of your identity and information. However, We shall be entitled to inform relevant authorities, online casino operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, Fraudulent or improper activity, and you will cooperate fully with us to investigate any such activity. We may also inform Users of your identity and contact details in the event that we (i) consider it appropriate to do so as a result of our belief you have been involved in illegal activity (including without limitation a potential breach of any Privacy and Data Protection Requirement); and/ or (ii) are obliged under law or ordered by a court or regulator to do so.

IDENTITY VERIFICATION AND SUPPORTING DOCUMENTATION



Operator Terms and Conditions

Identity Verification

It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify your identity through the information provided by you and by obtaining information from public sources and data. We will make our best efforts to reasonably ensure that We know the true identity of any of our affiliates.

PAYMENTS AND FEES

MONTHLY REVENUE SHARE PAYMENT PLAN

The payment due and payable to you at the end of each calendar month under the Revenue Share payment plan. The payment plan is subject of change and can vary widely depending on your player acquisition performances and your advertising campaigns. We will by default pay you a commission on your Net Gaming at a percentage as set forth in the table below.

CASINO	SPORTSBOOK	VIRTUALS/LOTTO
20%	20%	20%

NOTE: Since 01/September/2019 we are changing the revenue share calculation model. Due to our high acquisition cost on the bonus side, we are temporarily removing the converted bonuses from your side, thus significantly dropping your bonus cost, thus your NGR will be much higher!

In order to make this work, we are also dropping your revenue share percentage to 20%. We will revisit this new NGR calculation mechanism in the following months.



Operator Terms and Conditions

PLEASE NOTE THE FOLLOWING WITH REGARD TO THE REVENUE SHARE PLAN:

FINAL AND BINDING DATA AND CALCULATIONS

All calculations in connection with the amount payable to you, whether under the Revenue Share or the CPA payment plans, will be made by us and based solely on our systems' data and records, and our calculations will be final and binding. As part of the monthly payments process, We will carry out a data reconciliation process to ensure data accuracy and correct billing for the previous month. This process may take up to 10 business days and may include without limitation every month:

- a) the detection of Fraudulent User activity that will be excluded from the Affiliate's payment.
- b) failed transactions that will be credited to the Affiliate's account.

MINIMUM ACTIVITY QUALIFICATION

Please be aware that any deals and/or Revenue Commission plans are based only on your current activity, we don't offer lifetime revenue share, your revenue share percentage is dependent solely on your activity with us, being an active affiliate and bringing us more "New Qualifying Signups Users" and "NRD's" will consequently put you in a position to have an increased revenue share, failure to comply with the below points will deem your account "Inactive" thus decreasing your revenue share by 10% for every month of inactivity, suspending any deal and voiding any bonuses that were previously agreed.



Operator Terms and Conditions

- a) Failure to bring 30 New Qualifying Signups Users to any of our websites within a calendar month
- b) Failure to bring 10 NRD's to any of our websites within a calendar month
- c) Failure to include our brand in your communication with your database, social media or newsletter in the last 5 posts/emails.
- d) Failure to advertise/include our promotions at least in 1 of your last 5 articles on all your websites
- e) Failure to advertise our brands on your main page in the top brand's section and your top 5 most visited pages
- f) Your affiliate account will deliver in a time span of 10 consecutive days either "0" Signups or "0" NRD's
- g) Stoppage of traffic for more than 10 days within a calendar month (no clicks (zero) received from tracking links)

INACTIVE AFFILIATE

Please note that in the case your account is considered inactive your revenue plan will be changed to 10% regardless of any special deal, in doing so you will void any additional acquisition bonus that you may have been previously eligible. Furthermore, your account revenue share will drop by 10% for each month that your affiliate account will fail to deliver its minimum activity quota.

In the event that you will fail to actively promote and bring new clients to our website, your account will be considered as an inactive Affiliate this definition will apply to you from that moment on (even if you direct new Qualifying Users to any Site) and therefore the Revenue Commission Described in the table above will not apply to you. For restarting the collaboration, please email us at affiliates@maxbet.ro

Change of Payment Plan

In the event that you: (i) do not show the most updated links and banners provided by us, on all of your websites' pages according to the shape and location as agreed by the parties to this



Operator Terms and Conditions

Agreement; or (ii) change the type, location, or suggestion on links without prior notice and our written approval; or (iii) reduced your efforts to recruit new Users; it will be considered as non-compliance with the terms of this Agreement and We reserve the right to modify the Revenue Commission rates immediately and without any prior notice.

In any event of a Chargeback, Credit or freezing of any account, such a User will not be considered for the purpose of the Revenue share plan, and any CPA/ Revenue Payment made to you in respect of such User shall be deducted from future payments to you.

We reserve the right to change your payment plan and reserve the right to notify you in a period of time that we will consider reasonable, furthermore, we reserve the right to cancel and/or decrease your revenue commission by at least 10% in case of stopping the advertising of our brand and/or by your failure to deliver the minimum quota described at the Inactive Affiliate article above.

Business by Other Persons

You shall have no claims to Revenue Commission, CPA Payment or other compensation on business secured by or through persons or entities other than yourself.

Your Losses as a User

If you are also a User in one of the Sites, We reserve the right not to include your losses or rakes as a User in the Revenue Commission due to you.

Exit Traffic

Exit Traffic will be considered as regular traffic for the purpose of calculating your Revenue Commission (if applicable).



Operator Terms and Conditions

Player Rewards

You may not in any way offer added rewards of any kind to your Referred Customers without MaxBet Affiliates' prior written consent. If MaxBet Affiliates deems you to be in breach of this condition, MaxBet Affiliates may terminate your affiliate agreement and cease to pay you any further Revenue Share from your Referred Customers.

Taxes and Other Charges

You are fully responsible for all taxes, fees, and other costs incidental to and arising from any payments made to you under this Agreement, including without limitation any processing fees. You will indemnify and reimburse us for any costs, expenses, or losses that may be caused to us as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which We may be subject in connection with making payments to you. We will be entitled to withhold or set-off any such amounts from the payments made to you.

Restrictions Neither you nor your direct relatives (spouse, partner, parent, child or sibling), may under no circumstance receive any Revenue Share on your own or direct relatives' customer account.

Processing Fees

The credit card processing fees applicable to Users, as well as other processing fees if any will be applicable in the future, will be deducted from the Casino Net Gaming, Games Net Gaming, Poker Net Gaming, Poker Gross Revenue, Bingo Net Gaming and Sportsbook Net Gaming, as applicable, from which your Revenue Commission is derived. Credit card current processing fees are 3%-5% of all credit card Deposits. Checks, wire transfer and Western Union payments do not presently charge any processing fees. Such fees, however, are subject to change at any time.

Security Reserve



Operator Terms and Conditions

A rolling security reserve of 5% of all amounts due to you may be withheld for up to 6 months from the payment due date. The security reserve will serve to guarantee any debt or liability from you to us pursuant to this Agreement, such as in connection with Fraud, Chargebacks, Credits, etc.

Chargebacks and Credits

50 per-cent of all Chargeback and Credit amounts would be deducted from your payment or the reserved funds. Chargeback and Credit fees will be paid to the credit card companies or other payment service providers, as applicable, and will be administered by us. If a Chargeback or Credit occurs during the fee payment-processing period (usually 10 business days), We reserve the right to deduct such amounts and the associated fees from the amounts due to you under the Revenue Share plan. Any Chargeback or Credit to a User in respect of which you have chosen the CPA payment plan will disqualify such User and you will not be entitled to any payment with respect to such User.

Right to Withhold Amounts

We reserve the right to withhold all amounts due and payable to you under this Agreement if We believe that any Fraud has taken place or is contemplated which involves you, whether or not the withheld amounts relate to the event in question. If We believe that a Fraud has taken place or is contemplated by any User without your knowledge, We will be entitled to withhold any amounts due to you in connection with such Fraud. We will also be entitled, in the foregoing events, to set-off from future amounts payable to you any amounts already received by you which can be shown to have been generated by Fraud.

We do not support nor give hand to any kind of content stealing or copying (site scraping), and We reserve the right to close your account with us if you will be proven to use such methods, and/or to transfer the amounts payable to you to the original content creator.



Operator Terms and Conditions

We reserve the right to delay or withhold payments if any supporting documents are not provided to us upon request.

If We determine, in our sole discretion, that you have engaged in any activity forbidden in this Agreement, including without limitation activity that involves Excluded Territories, or that you have otherwise breached any of your representations, warranties or undertakings in this Agreement, We may (without limiting any other rights or remedies available to us) withhold any amounts due and payable to you hereunder, whether or not generated by such forbidden activity or breach.

NEGATIVE BALANCE CARRY-OVER (NCO)

A negative balance in your affiliate account with us is relevant to the Revenue Share payment plan and means that the total of all bets generated on your Trackers is less than the total of all winnings plus bonuses generated on your Trackers (i.e., your Net Revenue is negative)

COMPLIANCE CONDITION PRECEDENT FOR ROMANIAN TRAFFIC

OFICIUL NAȚIONAL PENTRU JOCURI DE NOROC (ONJN)

Based on the legal provision in force at the execution of the agreement, the parties agree that – besides the licensing that the gambling operator is bound to hold and maintain during the entire agreement term – the affiliate is bound to apply for and to hold a Class II license as provided under O.U.G. no. 77/2009, no.870/2009, H.G. no. 870/2009 and under H.G. no 111/2016.

The parties agree that the agreement will enter into force only subject to the supplier having obtained such Class II license and send to the client a copy hereof.



Operator Terms and Conditions

RESTRICTION ON BIDDING ON BRAND NAME

You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of the Maxbet group's trademarks or otherwise include the word "maxbet" or variations thereof or include metatag keywords on the Partner Site which are identical or similar to any of the Maxbet group's trademarks.

OTHER RESTRICTIONS

- Direct linking a.k.a. URL hijacking
- Competitive brand bidding
- Media & keyword restrictions
- Negative keywords
- Rank restrictions
- Domain registration



Operator Terms and Conditions

TERM AND TERMINATION

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The term of this Agreement will begin when you submit your affiliate application form located here and will continue until Maxbet Malta Limited notifies the other party that it wishes to terminate the Agreement, with or without cause, in which case this Agreement will be terminated within a term of 30 (thirty) days from receiving the written notice of Maxbet Malta Limited, no other formalities or courts' intervention being required to this end.

For purposes of notification of termination, sending a notice via email is considered a written and immediate form of notification.

Without derogating from the termination provision above, We will immediately terminate this Agreement if We determine, in our sole discretion, that you or any of your Users are engaged in Fraud, or that you have paid any of your Users rake-backs or other payments or financial incentives, that We have doubt in respect of your true identity, any of your activities pose any risk to the integrity of the Affiliate Program, you reduced or suspended the promotion of our Sites, or if We determine, in our sole discretion that your site and/or your advertising activity is aimed at minors (below the age of 18 or a higher age as determined in any applicable jurisdiction); involves Excluded Territories; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; violates intellectual property rights (of ours, any Sites' or any third party's); violates any advertising rules or data protection laws and regulations; includes content which is libellous, obscene, sexually explicit or violent; promotes any unlawful activities; or is unsuitable or inappropriate in our discretion.

RESULTS OF TERMINATION

Immediately following the termination of this Agreement for any reason, you must remove all of our Text Links and Banners from your site, as well as any other marks, names, symbols, logos, designs or any other material, graphics and content owned, developed, licensed or created by us and/or provided to you by us in connection with this Agreement. You must also immediately disable



Operator Terms and Conditions

any links from your site to any Site, and immediately- stop any activity relating to Promotion Mails. All rights and licenses given to you in this Agreement shall immediately terminate.

If you have failed to fulfil your obligations and responsibilities, We will not pay you the Revenue Commission otherwise owing to you on termination or thereafter, if applicable.

We may withhold your final payment for a reasonable time to ensure that the correct amount is paid and that there are no debts or liabilities owing from you to us. We will be entitled to deduct from any payments due and payable to you, any such debts and liabilities due to us, if any.

Any continued access and use by Users of any of the Sites following the termination of this Agreement, if any, shall not constitute continuation or renewal of this Agreement or a waiver of its termination.

YOUR REPRESENTATIONS AND WARRANTIES

Without derogating from, and in addition to, any of your other representations, warranties, covenants and obligations contained in this Agreement, you hereby represent and warrant to us the following:

(1) the execution, delivery and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which you are subject to; (2) you are not under the age of either (i) 18, or (ii) the age at which gambling activities are legal under the law of the jurisdiction that applies to you, whichever is greater; (3) you are not a resident of any of the Excluded Territories; (4) you are not involved or intend to be involved in or are aware of any act or traffic that involves your site and that constitutes or can be reasonably expected to constitute Fraud or illegal activity, including but not limited to money laundering, under any applicable law, rule or regulation; (5) you will not knowingly and deliberately direct to the Sites Users involved in Fraudulent activity; and (6) by participating in our Affiliate Program, you acknowledge that you do not find our services to be



Operator Terms and Conditions

offensive, objectionable or unfair in any way. You also acknowledge that by signing this Agreement, you are warranting your participation in the Affiliate Programme, pursuant to the Terms and Conditions contained in this Agreement.

INDEMNITY

You will defend, indemnify, and hold us and our affiliates, and our and their directors, officers, employees, representatives and agents, harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach by you of (i) any warranty, representation, or agreement contained in this Agreement or of (ii) any applicable laws and regulations; (b) the performance of your duties and obligations under this Agreement; and (c) any claim or demand relating to the development, operation, maintenance, or contents of your site.

NO WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MAXBET MALTA LIMITED AFFILIATE PROGRAM OR TO ANY ARRANGEMENTS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH REGARD TO THEIR FUNCTIONALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, LEGALITY OR NON-INFRINGEMENT. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

NO LIABILITY FOR PROMOTED SITES

We shall use Our best endeavors to direct Users to Sites which adhere to the applicable legislation, however, nothing stated herein shall render Us liable, nor shall We assume any responsibilities for, or make any representations or warranties with regard to, any of the Sites, their operations, contents, or any other aspect related thereto.



Operator Terms and Conditions

LIMITATION OF LIABILITY

ANY LIABILITY TO YOU ARISING FROM THIS AGREEMENT AND THE MAXBET MALTA LIMITED AFFILIATE PROGRAM IS LIMITED TO DIRECT DAMAGES ONLY. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, OR ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY EVENT AND UNDER ANY CIRCUMSTANCES, OUR AGGREGATE AND TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE MAXBET MALTA LIMITED AFFILIATE PROGRAM WILL NOT EXCEED \$10.000.

RELATIONSHIP OF PARTIES

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

You will have no authority to make or accept any offers, representations or obligations on our behalf. You will not make any statement, whether on your site or otherwise, that could be reasonably construed to contradict the foregoing.

YOUR PERSONAL INFORMATION

We are required by law to comply with data protection requirements in the way in which we use any personal information collected from you. We, therefore, take very seriously our obligations in relation to the way in which we use your personal information. To learn how we use your personal information please read our Privacy Policy. INDEPENDENT INVESTIGATION AND ACKNOWLEDGEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.



Operator Terms and Conditions

YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT, OR OPERATE OR CONTRACT WITH WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITE.

YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN OUR AFFILIATE PROGRAM AND THAT YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

AMENDMENTS TO AGREEMENT

We may amend any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting the amended agreement on this "Terms & Conditions" page on our site. Any changes will take effect from the date specified at the head of the Agreement and you are solely responsible for learning of any such amended versions and changes. It is important, therefore, that you log in from time to time to this page on our site and check to see whether there is any amended version. Amendments may include, for example, changes in the commission amounts payable under this Agreement, payment procedures, and restrictions on operation and any other Maxbet Malta Limited Affiliate Program rules. None of our employees, officers or agents may orally amend, modify or waive any provision of this Agreement. By signing this Agreement, You warrant that You understand the implications of this provision, and undertake to bind Yourself thereto.

IF ANY AMENDMENT IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE MAXBET MALTA LIMITED AFFILIATE PROGRAM FOLLOWING OUR POSTING OF ANY AMENDED AGREEMENT ON OUR SITE WILL CONSTITUTE A BINDING ACCEPTANCE OF THE AMENDED AGREEMENT, WHETHER OR NOT YOU HAVE ACTUALLY LEARNED OF OR READ THE RELEVANT CHANGES.



Operator Terms and Conditions

NOTIFICATIONS:

You agree to notify us immediately on the below situations:

- a) Change your VAT status including if you become VAT registered or if your VAT registration number changes;
- b) Cease to be VAT registered
- c) Sell your business or part of your business.
- d) If there is any issues/errors with your invoices within 7 days of issue

Governing Law and Jurisdiction

The construction, validity, and performance of this Agreement will be governed by Romanian law. The competent court in Bucharest will have exclusive jurisdiction in any matter arising from or related to this Agreement. This, however, shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief

Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this 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 this Agreement or any provision hereof.



Operator Terms and Conditions

No Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

No Assignment

You may not assign or transfer this Agreement or any part thereof without our prior written consent. We may freely assign or transfer this Agreement or any part thereof without your prior written consent.

Remedies and Injunctive Relief

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of our rights or remedies in connection with this Agreement shall not preclude the exercise of any other right or remedy. You acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach by you of any provision of this Agreement, our rights and obligations may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, contract or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the ENGLISH LANGUAGE VERSION SHALL PREVAIL.