

# TERMS & CONDITIONS

The below is an agreement between Elite Cyber Services Limited, a company registered and established under the laws of Belize, with registration number 177,058 and registered address at 123, Barrack Road, Belize City, Belize. (“**CyberElite**”, “**EC**”, “**us**” or “**we**”) 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 Programme, 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 Programme, you have will be deemed to have read, understood and agreed to the Affiliate Agreement.

## 1. Definitions:

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

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 Programme and approved by EC.

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 CyberElite Affiliates 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 Programme.

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 CyberEliteAffiliates Websites.

1.6 “**Affiliate Programme**” means the collaboration between EC and the Affiliate whereby the Affiliate will promote CyberElite Affiliates Websites and create the Affiliate Links from the Affiliate Website(s) to CyberElite Affiliates 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 EC or CyberElite Affiliates 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 in force from time to time, 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 “ **CyberElite Affiliates**” shall mean EC, Elite Cyber Services Ltd., a company registered and established under the laws of Belize, with registration number 177,058 and registered address at 123, Barrack Road, Belize City, Belize (“**Elite Cyber Services Ltd.**”) and any other company under the same control with EC, and/or any operator of the Affiliates Websites, from time to time.

1.11 “**CyberElite Affiliates Websites**” means the website with domain name <https://www.bofcasino.com> or other such websites as may be added to the Affiliate Programme by EC 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 EC and the Affiliate.

1.14 “**Confidential Information**” means any information of commercial or essential value relating to CyberElite Affiliates 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 CyberElite Affiliates 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 casino, bingo and scratch: all monies received by CyberElite Affiliates from New Customers in relation to placed bets/casino activities and Tote Revenue less (a) monies paid out to New Customers as winnings, (b) bonus and jackpot contribution payouts, (c)

administration fees, (d) fraud costs, (e) charge-backs, (f) returned stakes and (g) monies paid out as duties or taxes; and

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

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

1.18 “**Parties**” means EC 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 CyberElite Affiliates’ privacy policy as included in Section 4.

## 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 Programme is correct and that such information is kept up to date at all times. To become a member of our Affiliate Programme 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 EC to verify the Affiliate Application and/or to verify the Affiliate Account information provided to CyberElite Affiliates 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, EC 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 EC’s discretion. In the event the Affiliate fails to provide the requested information or documents, in addition to the remedies

set forth in clause 5.1, EC 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 CyberElite Affiliates 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 login details.** It is your sole obligation and responsibility to ensure that (and to put in place all necessary measures to ensure that) your login 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 login information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under your 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 your login 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 Programme, you are agreeing to use your best efforts to actively and effectively advertise, market and promote the CyberElite Affiliates Websites in accordance with the provisions of the Affiliate Agreement and CyberElite Affiliates' instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in CyberElite Affiliates' best interest and will in no way harm CyberElite Affiliates' reputation or goodwill. You may link to the CyberElite Affiliates Websites 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 one (1) New Customer per month in each and every twelve (12) month period you are a member of the Affiliate Programme and this is a material term of the Affiliate Agreement. EC reserves the right to amend this minimum New Customer requirement in relation to individual Affiliates upon reasonable notice to such Affiliates.

**2.4 Valid traffic and good faith.** You will not generate traffic to the CyberElite Affiliates 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 EC 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. You will not present the Affiliate Website in such a way so that the Affiliate Website may cause confusion with the CyberElite Affiliates Websites and/or CyberElite Affiliates generally or so that it may give the impression that it is owned or operated by CyberElite Affiliates. 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 Programme.** The Affiliate Programme 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 EC. 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 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 CyberElite Affiliates Websites. You will only use Affiliate Links provided by CyberElite Affiliates within the scope of the Affiliate Programme. Masking your Affiliate Links (for example hiding the source of the traffic sent to CyberElite Affiliates 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 CyberElite Affiliates 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 CyberElite Affiliates 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 to 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 CyberElite Affiliates' Intellectual Property Rights; or (ii) otherwise intend to promote CyberElite Affiliates Websites, you must first have permission to send such direct marketing communications, including the content thereof, from EC. If such permission is granted by EC 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. For consent to be valid, Affiliate shall ensure that Affiliate Customers are at least notified of (i) the data controller's identity (for the purpose of this collaboration Elite Cyber Services Ltd. is the data controller); (ii) the purpose for such consent; (iii) the Personal Data collected and used; (iv) their right to withdraw consent at any time and free of charge. Marketing communications shall contain appropriate means for the recipient to unsubscribe from future marketing communications. Affiliates must also make it clear to recipients, (in regards to the sender of such communication) that all marketing communications are sent from you, as the Affiliate, and are not from CyberElite Affiliates. Affiliate shall provide CyberElite Affiliates with all information reasonably required to evidence compliance with these terms, including records demonstrating when and how consent was obtained and withdrawn, as well as the consent statement provided to Affiliate Customer to obtain such consent. Furthermore, 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 CyberElite Affiliates Intellectual Property Rights.** Any use of CyberElite Affiliates' 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 2.12 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 CyberElite Affiliates trademarks or otherwise include the CyberElite Affiliates trademarks or variations thereof, or include metatag keywords on the Affiliate Website which are identical or similar to any of the CyberElite Affiliates 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 CyberElite Affiliates, or any other name that could be understood to designate CyberElite Affiliates or any CyberElite Affiliates 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 EC or (where creative / advertising layouts are created by you) without the advanced written approval of EC 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 EC. It is your responsibility to seek approval from EC in time for release or launch of any advertising campaign or creative and to ensure you have written approval from EC in relation to each and every advertising layout or creative and to be able to evidence such approval upon request.

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

**2.13 Responsible Gaming.** You are aware of CyberElite Affiliates' on-going commitment to responsible gaming and the prevention of gambling addiction and you will actively co-operate with CyberElite Affiliates 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 CyberElite Affiliates 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). You will furthermore ensure that you are compliant with the relevant laws, regulations and codes of conduct relating to responsible gambling advertising which EC and/or any CyberElite Affiliates are bound to comply with in the respective jurisdictions.

**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 Programme or otherwise.

**2.15 Cookies.** You shall at all times comply with all applicable data protection and privacy legislation in force from time to time and any new or amended data protection acts, regulations or law applicable to your territory, all applicable legislation and/or regulations relating to the use of 'cookies' and will comply with all necessary notification procedures of the use of 'cookies' to all visitors to the Affiliate Websites. You shall also comply with any other related or similar legislation. The Affiliate shall inform users of the Affiliate Site, via the relevant privacy policy or other appropriate means, that a tracking technology will be installed on the user's hard drive once the user clicks on the Content. The Affiliate shall provide users with the opportunity to reject the installation of such tracking technology.

**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 **CyberElite Affiliates monitoring of Affiliate activity.** You will immediately give CyberElite Affiliates all such assistance as is required and provide us with all such information as is requested by CyberElite Affiliates to monitor your activity under the Affiliate Programme.

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

### **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 CyberElite Affiliates 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 CyberElite Affiliates Intellectual Property Rights.** We grant to you a non-exclusive, non-transferable licence, during the term of this Affiliate Agreement, to use the CyberElite Affiliates 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 CyberElite Affiliates. This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the CyberElite Affiliates 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 CyberElite Affiliates 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 CyberElite Affiliates 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 CyberElite Affiliates Intellectual Property Rights by any third party.

3.3 For the purpose of the services to be delivered under this Affiliate Agreement, it is understood that the Affiliate shall not have access to any Personal Data of CyberElite Affiliates' 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 CyberElite Affiliates 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:** The data controller responsible for processing your personal data is Elite Cyber Services Ltd. (as defined above). As an independent data controller, Elite Cyber Services Ltd. shall use and process the following personal data of Affiliate or any Affiliate employee in accordance with applicable data privacy laws, 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 where necessary, further checks as specified in Clause 2.1.1. Furthermore, as noted in Clause 3.3, as a general rule we do not share Personal Data of CyberElite Affiliates 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 with our partners (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 relationship with affiliates, consultants, and other technical providers. Please note that we process and store your personal data in accordance with industry standard security measures.

Furthermore, you can always lodge a complaint on the processing of your personal data with the relevant supervisory authority as per the applicable data privacy laws or seek judicial remedy.

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 Programme, or failure to in any way meet your obligations hereunder, EC and CyberElite Affiliates shall have (at EC and / or CyberElite Affiliates' sole discretion) the following remedies available:

(i) the right to suspend (for up to 180 days) any Affiliate's participation in the Affiliate Programme 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;

(iv) the right to withhold and / or set off such monies as EC or CyberElite Affiliates deems reasonable from the Commission to cover any indemnity given by the Affiliate hereunder or to otherwise cover any liability of CyberElite Affiliates which arises as a result of the Affiliate's breach of the Affiliate Agreement or the Affiliate's negligent performance hereunder;

(v) immediately terminate the Affiliate Agreement.

(vi) 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 9.1.

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 CyberElite Affiliates 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 local law it is EC who has to account for VAT in its country of incorporation in relation to the Affiliate Programme (under reverse charge). In case of any change in the applicable VAT the Commission shall be adjusted so EC'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 20th of the following calendar month, provided that the amount due exceeds €100 (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 AML and other applicable laws or regulations, you 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, EC 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 €100 (one hundred 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 EC to reports offered in the CyberElite Affiliates Affiliate Account system and the CyberElite Affiliates 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 EC, 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 EC'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. EC 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 EC in that regard.

## **7. HIGH ROLLER POLICY**

7.1 If the aggregate Net Revenue for the Affiliate, in that month, for a Merchant Brand is negative €10,000 or greater, then the High-Roller policy as set out hereunder, will apply.

7.2 The negative Net Revenue generated by the High-Roller will be carried forward and offset against future Net Revenue generated by that High-Roller.

7.3 The negative balance carried forward can not be greater than the total aggregate negative Net Revenue for that particular Brand on the Affiliate Account for that month.

7.4 The negative balance of a High-Roller will be reduced by future positive Net Revenue that they generate in sub-sequent months.

7.5 A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the qualifying criteria in subsequent months.

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

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 Programme rules. If any modification is unacceptable to you, your only recourse is to terminate the Affiliate Agreement. Your continued participation in our Affiliate Programme 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:**

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 Programme (including, for example, the Commissions earned by you under the Affiliate Programme). 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 regard 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 Programme without the prior written consent of CyberElite Affiliates (with approval of the exact content to also be approved by EC).

## **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 thirty (30) days 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, CyberElite Affiliates 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 CyberElite Affiliates banners/icons from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all CyberElite Affiliates Websites. All rights and licenses given to you in the Affiliate Agreement shall immediately terminate. You will return to EC any confidential information and all copies of it in your possession, custody and control and will cease all uses of all CyberElite Affiliates Intellectual Property Rights.

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

## **11. Miscellaneous:**

**11.1 Disclaimer.** We make no express or implied warranties or representations with respect to the Affiliate Programme, about CyberElite Affiliates 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 CyberElite Affiliates Affiliate Account system and the CyberElite Affiliates database, the database shall be deemed accurate.

**11.2 Indemnity.** You shall defend, indemnify, and hold CyberElite Affiliates, 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 Programme.

**11.3 Limitation of Liability.** EC and / or CyberElite Affiliates 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 Programme, 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.** EC 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 Belize. Each Party irrevocably submits to the exclusive jurisdiction of courts of Belize, over any claim, dispute or matter under or in connection with the Affiliate Agreement and/or its enforceability.