

BettingKing Affiliate Terms and Conditions

This document (the Affiliate Agreement or Agreement) sets out the terms and conditions agreed between:

Digital Solutions Summit LTD (hereinafter Company or bettingking.com), a company duly registered under the laws of Curacao

and

the person/company set out on the relevant application form (hereinafter the "Affiliate"), enabling the Affiliate to join and become a member (if the Affiliate's application is successful) of the bettingking.com Affiliate Program ("Program").

By completing the bettingking.com Affiliate Program application and clicking "I agree to the Terms and Conditions" within the registration form, you hereby agree to abide by all the terms and conditions set out in bettingking.com site.

The outlined commission structure for bettingking Affiliate Program which is stated on the Annex A of this Agreement shall be deemed to form an integral part thereof. You hereby agree to:

1. Participate in the Affiliate Program
2. Use of the bettingking.com websites and/or marketing tools.
3. The condition that the acceptance of any Affiliate commissions from bettingking.com website confirms your irrevocable acceptance of this Agreement and any modifications thereto.
4. not to allow the targeting of any jurisdiction where gambling and/or the promotion thereof is prohibited.

Therefore you shall be obliged to continuously comply with the terms of bettingking.com as well as to comply with the General Terms and Conditions and Privacy Policy of bettingking.com, as well as with any other rules and/or guidelines brought forward from time to time. The Agreement between the Company and you enters into effect on the date the Affiliate Program application is approved by us.

1. GENERAL SCOPE AND OBJECTIVE

- 1.1. The Affiliate maintains and operates one or more websites on the internet (collectively referred to as Affiliate Website), and/or refers potential customers to us through other channels.
- 1.2. This Agreement governs the terms and conditions which are related to the promotion of the bettingking.com by the Affiliate, whereby the Affiliate will be paid a commission as defined in this Agreement depending on the traffic sent to bettingking.com and the terms of this Agreement.
- 1.3. The definition of the term **Net Gaming Revenue** is provided above in definitions. In case of an introduction of another product or group of products by us in the future, Company reserves the right to use an individual definition of the term Net Gaming Revenue for each product.

2. ACCEPTANCE OF AN AFFILIATE

- 2.1. The Company reserves the right to refuse any Affiliate Program application in its sole and absolute discretion

3. QUALIFYING CONDITIONS

- 3.1. The Affiliate hereby warrants that he/she:
 - a) Is of legal age in the applicable jurisdiction in order to agree to and to enter into the Agreement.
 - b) Is competent and duly authorized to enter into binding Agreements.
 - c) Is the proprietor of all rights, licenses, and permits to market, promote and advertise bettingking.com in accordance with the provisions of the Agreement.
 - d) Will comply with all applicable rules, laws, and regulations in correlation with the promotion of bettingking.com
 - e) Fully understands and accepts the terms of the Agreement.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE COMPANY

- 4.1. The Company shall provide the Affiliate with all required information and marketing material for the implementation of the Tracking Link as the Company sees fit and needed.
- 4.2. The Company will assign a unique tracking identification code to all customers referred by the Affiliate. The Company shall calculate the Net Gaming Revenue generated via the tracking links, record the Net Gaming Revenue

and the total amount of Affiliate commission earned via the link, provide the Affiliate with commission statistics, and handle all customer services related to its business.

4.3. The Company shall pay the Affiliate the amount due depending on the commission scheme assigned to the affiliate on the traffic generated by the Affiliate subject to the terms of the Agreement.

4.4. The Company reserves the right to freeze or close Affiliate Account(s). In addition to any other right, which the Company may be entitled to under this Agreement, the Company reserves the right to:

- a) in case of having any reason to suspect that the Affiliate is in breach with the terms of the Agreement, the Affiliate's Account(s) may be blocked, and payouts may be frozen for the period of investigation. If the investigation proves a violation of the Agreement to have taken place, Company reserves the right to withhold the Affiliate's commission;
- b) close any Affiliate's account(s) if in the sole opinion of the Company it is necessary to comply with our policy and/or to protect the interests of the website of the Company or the Company. If the Affiliate is in breach of the Agreement, Company may in addition to close the Affiliate's account(s) take any other steps under the law to protect its interest;
- c) terminate the Agreement for Affiliate account(s) where affiliate threatens bettingking Partner staff with physical harm. Under no circumstances, the Company shall be held liable for eventual loss or damage caused to the Affiliate.
- d) Company reserves the right to initiate an internal investigation of the Affiliate or player's accounts on the bettingking.com in case the Company suspects the Affiliate in violation of the rules on the Affiliate website.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE AFFILIATE

5.1. The Affiliate hereby warrants:

- a) To use its best efforts to actively and effectively advertise, market and promote bettingking.com as widely as possible in order to maximize the benefit to the parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.
- b) To market and refer potential players to bettingking.com at its own cost and expense. The Affiliate will be solely responsible for the distribution, content, and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and must be in accordance with the Agreement.
- c) To use only the tracking link provided within the scope of the Affiliate Program, otherwise, no guarantee whatsoever can be given for proper registration and sales accounting by the Company. Also, not to change or modify in any way any link or marketing material without prior written authorization from the Company.
- d) To be responsible for the development, operation, and maintenance of its Affiliate website as well as for all material appearing on its Affiliate website.
- e) That it will not perform any act which is libellous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials.
- f) That it will not actively target any person who is under the legal age for gambling.
- g) That it will not generate traffic to bettingking.com by illegal or fraudulent activity, particularly but not limited to:
 - I. Sending spam.
 - II. Incorrect meta tags.
 - III. Registering as a player or making deposits directly or indirectly to any Affiliate Account through his/her tracker(s) for their own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud.
- h) That it will not present its Affiliate website in such a way that it might evoke any risk of confusion with the Company and or convey the impression that the Affiliate Website of the contracting party is partly or fully originated with the Company.

i) Without prejudice to the marketing material as may be forwarded by the Company and/or made available online through the Affiliate Program the Affiliate may not use bettingking.com or other terms, trademarks and other intellectual property rights that are vested in the Company unless the Company consents to such use in writing.

j) That it will not purchase any domains that include any names, words and phrases that are or can be deemed to form part of bettingking.com or bidding on any keywords or keyword phrases that include, any names, words and phrases that are or can be deemed to form part of bettingking.com in any format in any pay per click (PPC) search engine.

6. SUB-AFFILIATES

6.1 Sub-Affiliate is an affiliate referred to the Company by you who holds the same qualifying conditions as an Affiliate. All such Sub-Affiliates will be linked to your Affiliate account (and you will be considered as the Master Affiliate) provided that the Sub-Affiliate(s) signs up using one of your Sub-Affiliate referral links. In order to become a Master Affiliate, the Affiliate must submit a request and get approval from the Company, a referral link is then provided to the Master Affiliate.

6.2 In order to become Sub-Affiliate, the Sub-Affiliate must be registered using the Sub-Affiliate referral link provided by you. You are solely responsible for ensuring the proper completion of a Sub-Affiliate's registration. In the result of failure to complete any steps correctly, the Sub-Affiliate may not be linked to you.

6.3 You will earn a percentage of the Sub-Affiliate commission generated by each Sub-Affiliate you successfully refer to us. The Company reserves the right to change any of the commission fees at any given moment without prior notice. In case of a negative carryover by a Sub-Affiliate, the Master Affiliate will also inherit the negative carryover.

6.4 The Company reserves the right, at its sole discretion, to investigate any Sub-Affiliate referred to us by you if we suspect any suspicious activity on the Sub-Affiliate account. If a Sub-Affiliate referred to us by you is found to have engaged in or been involved with Fraud, Spam, or is found to have breached any of the terms and conditions of the Agreement. The Company reserves at its sole discretion, the right to withhold all Sub-Affiliate commission payments relating to that Sub-Affiliate, due to you and to suspend, freeze and confiscate the account, if deemed appropriate.

6.5 Any Sub-Affiliate will be bound by the terms and conditions of the Agreement and you will be liable to us for the performance of such Sub-Affiliate's obligation under the Agreement.

6.6 The Company holds no responsibility for any direct negotiations including disputes that happen between a Master Affiliate and a Sub-Affiliate. All responsibility regarding the communication between a Master Affiliate and a Sub-Affiliate remains with the Master Affiliate and the Sub-Affiliate.

7. PAYMENT

7.1. The Company agrees to pay the Affiliate a commission based on the Net Gaming Revenue generated from Real Money Customers referred by the Affiliate website and/or another channel. The commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

7.2. The commission shall be a percentage (as stipulated in clause 21 of the Agreement) of the agreed commission model, whether that be of Net Gaming Revenue in accordance with what is set out in the commission structure of bettingking.com (Annex A) of the Agreement for the particular product as below or a CPA per qualified FTD.

7.3. The commission is calculated at the end of each month and payments shall be performed by the 8th day of each calendar month, provided that the amount due exceeds specified bettingking.com specific thresholds. If the balance due is less than the minimum threshold of your chosen payment method, it shall be carried over to the following month and shall be payable when it collectively exceeds the minimum threshold. Commission rate is defined by the previous month's performance as described in commission structure in clause 21 and Annex A.

7.4. The commission payment shall be made only if the outstanding Affiliate balance is positive. If the balance is negative due to the user's performance on games the balance shall be carried over to the next month. Should next month's revenue be positive and cover the negative carryover from the previous month then payment shall be made. This method is referred to as negative carryover.

7.5. Payment of commissions shall be made to Affiliate in their desired currency, including but not limited to, dependent on bettingking.com terms. If an error is made in calculating the commission, the Company reserves the right to correct such a calculation at any time and will pay out underpayment or reclaim overpayment made to the

Affiliate by the 8th day of the calendar month. If the payment has not been made to the Affiliate by the 8th day of the calendar month, the commission will be paid out in full during the next month only when the Affiliate has provided all necessary details to the Company.

7.6. Acceptance of payment by the Affiliate shall be deemed to be full and final settlement of the balance due for the period indicated.

7.7. If the Affiliate disagrees with the balance due as reported, it shall within a period of seven (7) days, send an email to the Company to support@bettingkingaffiliates.com and indicate the reasons for the dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgement of the balance due for the period indicated.

7.8. The Company may delay payment of any balance to the Affiliate for up to sixty (60) days, while it investigates and verifies that the relevant transactions comply with the provisions of the terms of the Agreement.

7.9. No payment shall be due when the traffic generated is illegal or contravenes any provision of the terms of the Agreement.

7.10. The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

7.11. For the sake of clarity, the parties specifically agree that upon the termination of this Agreement by either party, the Affiliate shall no longer be entitled to receive any payment whatsoever from the Company, provided that payments already due (earned and unpaid commissions) shall be paid out.

7.12. At the sole discretion of the Company, the Affiliate may be given the opportunity to restructure its commission structure. Examples of alternative revenue sources could include a Cost Per Acquisition (CPA) module. The Company hereby states to the Affiliate that only one type of revenue structure may be applied, and it shall not be possible for two different revenue structures to co-exist. Therefore, once an Affiliate opts to accept the Company's offer for a different revenue structure to the standard commission structure outlined in clause 21 of this Agreement, then the Affiliate is aware and hereby agrees and understands that the new proposed revenue structure shall replace his/her existing commission structure in its entirety. Notwithstanding the above, all the Affiliate's obligations assumed under the Agreement will still continue to apply to the Affiliate up until the termination of the Agreement and thereafter, in accordance with the terms contained in this Agreement.

7.13. The Affiliate shall be exclusively responsible for the payment of 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 by the Affiliate as a result of the commission generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

8. TERMINATION

8.1. This Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by email to affiliates@bettingking.com

8.2. The contracting parties hereby agree that upon the termination of the Agreement:

- a) The Affiliate must remove all references to the bettingking.com from the Affiliate website and/or other marketing channels and communications, irrespective of whether the communications are commercial or non-commercial.
- b) All rights and licenses granted to the Affiliate under the Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company.
- c) The Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination; however, provided the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. The Affiliate will not be eligible to earn or receive commissions after this termination date.
- d) If the Agreement is terminated by the Company on the basis of the Affiliate's breach of the clause 4.4.(b), the Company shall be entitled to withhold the Affiliate's earned but unpaid commissions as of the termination date as collateral for any claim arising from such a breach. It is further specified that termination by the

Company due to a breach by the Affiliate of any of the clauses in the Agreement shall not require a notice period and such termination shall have an immediate effect upon simple notification by the Company to the Affiliate.

e) The Affiliate must return original data items that hold any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody, and control to the Company or delete permanently any copies or electronic form data containers that contain the same.

f) The Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of the Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of the Agreement. The Affiliate's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

8.3. If the Affiliate account is inactive, we will terminate the account with the right to freeze the commission on the account. In this clause, "inactive" means where you have not registered new Real Money Players for one hundred and eighty (180) days or more. If your Affiliate Account is inactive, your Agreement and participation in the Affiliate Network will automatically terminate. Where automatic termination occurs, we will notify you that your commission on your Player account will be frozen. If we do not receive any response from you within one hundred and eighty (180) days, any funds remaining within your Affiliate Account will revert to us.

9. WARRANTIES

9.1. The Affiliate expressly acknowledges and agrees that the use of the internet is at its own risk and that this Affiliate Program is provided "as is" and "as available" without any warranties or conditions whatsoever, even if expressed or implied. No guarantee is made that it will make access to its Affiliate website possible at any particular time or any particular location.

9.2. The Company shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the <https://bettingking.com> or the Affiliate Program.

10. INDEMNIFICATION

10.1. The Affiliate agrees to defend, indemnify and hold the Company and its affiliates, successors, officers, employees, agents, directors, shareholders, and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from:

- a) Any breach of the Affiliate's representations, warranties or covenants under the Agreement.
- b) The Affiliate's use (or misuse) of the marketing materials.
- c) All conduct and activities occurring under the Affiliate's user ID and password.
- d) Any defamatory, libelous or illegal material contained within the Affiliate website or as part of the Affiliate's information and data.
- e) Any claim or contention that the Affiliate website or the Affiliate's information and data infringe any third party's patent, copyright, trademark, or other intellectual property rights or violate any third party's rights of privacy or publicity.
- f) Third party access or use of the Affiliate website or to the Affiliate's information and data.
- g) Any claim related to the Affiliate website. h) Any violation of the Agreement.

10.2. The Company reserves the right to participate, at its own expense in the defence of any matter.

11. COMPANY'S RIGHTS

11.1. The Company may refuse any player or close a player's account if it is necessary to comply with the Company's policy and/or protect the interest of the Company.

11.2. The Company may refuse any applicant and/or may close any Affiliate's Account if it is necessary to comply with the law, Company's policy, General Terms and Conditions or Privacy Policy, the Agreement and/or protect the interest of the Company. If the Affiliate is in breach of the Agreement or the Company's terms or other rules, policies,

and guidelines, the Company may in addition to closing the Affiliate Account take any other steps in law to protect its interests.

12. GOVERNING LAW & JURISDICTIONS

12.1. This Agreement shall be governed and construed in accordance with the laws of Curacao and any action or dispute relating to the terms of this Agreement must be brought in Curacao and the Affiliate irrevocably consents to the jurisdiction of the Curacao law courts.

12.2. Any claim, dispute or matter arising from or in connection to bettingking.com website shall be governed and construed in accordance with the laws of Curacao and any action relating to bettingking.com website must be brought in Curacao and the Affiliate irrevocably consents to the jurisdiction of the Curacao law courts.

13. ASSIGNMENT

13.1. The Affiliate may not assign the Agreement, by restructuring or otherwise, without obtaining the prior written consent of the Company. In the event that the Affiliate acquires or otherwise obtains control of another Affiliate of bettingking.com, then Affiliate Accounts will co-exist on individual terms.

13.2. The Company may assign the Agreement, by restructuring or otherwise, at any time without obtaining the prior consent of the Affiliate.

14. NON-WAIVER

14.1. The Company's failure to enforce the Affiliate's adherence to the terms of the Agreement shall not constitute a waiver of the right of the Company to enforce said terms at any time.

15. FORCE MAJEURE

15.1. Neither party shall be liable to the other for any delay or failure to perform its obligations under the Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of such party, including but not limited to labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualties. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure 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 Agreement without notice.

16. RELATIONSHIP OF THE PARTIES

16.1. Nothing contained in the Agreement, nor any action taken by any party to the Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.

17. SEVERABILITY/WAIVER

17.1. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the 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 Agreement. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

18. CONFIDENTIALITY

18.1. All information, including but not limited to business and financial, lists of customers and buyers, as well as price and sales information and any information relating to products, records, operations, business plans, processes, product information, business know-how or logic, trade secrets, market opportunities, Affiliate Network, Affiliate Program, Sub-Affiliates and personal data of the players of the Company shall be treated confidentially. Such information must not be used for own

commercial or other purposes or divulged to any person or third party neither directly nor indirectly unless prior explicit and written consent has been provided by the Company. This provision shall survive the termination of the Agreement.

18.2. The Affiliate obliges himself/herself not to use the confidential information for any purpose other than the performance of its obligations under the Agreement.

19. CHANGES TO THIS AGREEMENT

19.1. The Company reserves the right to amend, alter, delete or add to any of the provisions of the Agreement, at any time and at its sole discretion, without giving any advance notice to the Affiliate subject to the terms set out in the Agreement. Any such changes will be published on bettingking.com.

19.2. In case of any discrepancy between the meanings of any translated versions of the Agreement, the English language version shall prevail.

20. TRADEMARKS

20.1. Nothing contained in the Agreement will grant either party any right, title or interest in the trademarks, trade names, service marks or other intellectual property rights (referred as "Marks") of the other party. At no time during or after the term will either party attempt or challenge or assist or allow others to challenge or to register or to attempt to register the Marks of the other party or of any company within the group of companies of the other party. Provided also that neither of the parties will register nor attempt to register any Mark which is basically similar to and/or confusingly similar to any Mark which belongs to the other party or to any company contained within the other party's group of companies.

21.COMMISSION STRUCTURE

Commissions are paid out as a percentage of the Net Gaming Revenue or CPA of qualified FTDs. The exact commission structure of bettingking.com can be viewed from Annex A which is a part of this agreement, or one that has been assigned to your affiliate account.

Annex A – BettingKing.com Commissions

Commissions are paid out as a percentage of the Net Gaming Revenue.

Flat 25% revenue share on Net Gaming Revenue.

Tier structure will vary depending on the structure assigned to you at the time of registration. Please confirm with your affiliate manager to get the specifics of your exact tier-based commission structure.