

# KINDRED AFFILIATES PROGRAM (AUSTRALIA) AGREEMENT

## INTRODUCTORY PROVISIONS

1. This document and the appendices herein (together the "Affiliate Agreement" or "Agreement") sets out the terms and conditions agreed between:
  - Betchoice Corporation Pty Limited (hereinafter "Company"), a company duly registered in Australia under the Corporations Act 2001, registration C.N. 71 121 382 607, having its registered office at Fannie Bay Race Course, Dick Ward Drive, FANNIE BAY NT 0820, Australia 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 Kindred Affiliates Program ("Program").
2. The Affiliate shall ensure and undertake that the information provided to the Company when completing the application form is complete, true and accurate in all respects.
3. Once the Affiliate is a member of the Program, it will promote the Brand by using Content on its Site in return for a Commission.
4. The Company may change all or any part of this Agreement at any time and at its sole discretion. Notice will be given by message to the Affiliate's email address and will be deemed to be served immediately when sent by the Company or by a pop-up message once the Affiliate logs into the Technical Platform – whichever occurs sooner. If the Affiliate does not agree to such changes, the Affiliate may terminate this Agreement in accordance with its terms. However, should the Affiliate continue to participate in the Program after the Company has posted the changes, this will constitute binding acceptance of such changes.

## DEFINITIONS

- "**Affiliate**" means any natural and/or legal person who, after having entered into this Agreement, makes space on its website or other media platform ("Affiliate Site" or "Site") for the Content provided by the Company for the purposes of this Agreement.
- "**Affiliate Account**" means the Technical Platform account set up by the Company based on the information provided by the Affiliate in the application form.
- "**Affiliate Manager**" means any employee of the Company authorised to manage the relationship between the Company and the Affiliate.

- “**Bonuses**” means any so-called "free money", "free bets", "free spins", "money back", vouchers, rebates, discounts and/or similar that the New Customer can utilise as payment for stakes (bets).
- “**Brand**” means any relevant brand operated by Kindred Group Plc (“Group”), under which products refer exclusively to online sports betting products.
- “**Commission**” means the compensation due to the Affiliate based on the agreed percentage of Net Revenue (“Revenue Share”), Cost Per Acquisition, or other Reward Plan.
- “**Company**” means Betchoice Corporation Pty Limited and any of the subsidiaries of Kindred Group Plc, the publicly listed group holding company, including without limitation Trannel (International) Ltd. The contractual party in this Agreement is and remains solely Betchoice Corporation Pty Limited.
- “**Company API**” means the technical platform accessible at <https://developer.unibet.com/> and powered by 3Scale, through which the Affiliate may access technical tools including but not limited to the Company’s sports betting feeds.
- “**Confidential Information**” means any information of a commercial value, considered essential for both Parties, such as, but not limited to technology, market and business information, financial reports, know-how, trade secrets, products, processes, business strategies, information concerning research, databases, New Customer lists, prospect and New Customer data, supplier lists, marketing plans, product development, manner of operation or financial condition or prospects.
- “**Content**” means material provided by the Company for the purposes of this Agreement, including, without limitation, text links (including sub-affiliate links), banners and other general advertising material.
- “**Database**” means any information stored about Affiliates and New Customers, containing any Company proprietary New Customer data for the purposes of this Agreement, including without limitation to Personal Data and contact information, and excluding all other Company databases, as it stands as of the date of this Agreement, and as it stands until the date of termination of this Agreement. Databases are assets of a financial value belonging to the Company and represent a substantial investment made by the Company.
- “**Goodwill**” means the benefit of a business having a good reputation under its name and regular patronage.
- “**Gross Revenue**” means the value of the revenues generated by all customers referred by the Affiliate across all products, after the deductions of costs including but not limited to taxes, betting duties, third party commissions/fees for providing games and game software etc. Revenues generated would be equal to all (settled) bets less wins. For the avoidance of doubt, any bet that is not accepted for a legitimate reason, at the sole discretion of the Company, shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue.
- “**Intellectual Property Rights**” or “**IPR**” means any rights in computer software (including source codes), databases, know-how, design, copyright, trademarks, logos, service marks, domain names, brands, business names and/or all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future.

- **“Net Revenue”** means the monthly Gross Revenue after the deduction of costs including but not limited to financial transaction fees, bonuses, loyalty rewards, outstanding deferred settlements and charge backs.
- **“New Customer”** means any person that registers with the Brand after clicking on the Content, excluding any person that already exists in the Company’s Brand customer Database or that has previously closed a customer account and opened a new one through the Affiliate. A customer will be linked to the last Affiliate who referred the customer to the Company based on the affiliate tracking cookie.
- **“New Depositing Customer”** means a New Customer who has made a first minimum deposit with the Company which is used for bona fide transactions with the aim to establish and enter into a normal commercial relationship with the Company within the framework of the business. The customer registration and the first deposit do not have to be simultaneous.
- **“Parties”** means the Company and the Affiliate (each a “Party”).
- **“Payment Agent”** means any third party appointed by the Company to carry out on its behalf and make payments to the Affiliates.
- **“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.
- **“Products”** means the online sports betting products offered by the Company.
- **“Reward Plan”** means any financial model agreed between the Parties to compensate the Affiliate for its marketing activities.
- **“Sub-Affiliate”** means any natural and legal person who, after having entered into collaboration with the Affiliate, makes space on its website or other media platform available to post Content for the acquisition of New Customers.
- **“Technical Platform”** means a technical tool selected by the Company to record, register and monitor the Affiliate’s activities, business and the activities between the Company and New Customers.
- **“Term”** means the period from the date the Affiliate accepts the terms of this Agreement until termination of this Agreement as specified under article 13.
- **“Working Day”** means every day from Monday to Friday inclusive, excluding public holidays and weekends.

## **1. GENERAL SCOPE AND OBJECTIVE**

1.1. The Company requires third party advertising space to promote the Brand to increase its business, notably via increasing the number of New Depositing Customers, and will, from time to time in cooperation with third parties, negotiate, sign and carry out its affiliate marketing strategy. In the event the Company uses a third party for the (partial) roll-out of its affiliate marketing strategy, (including contract negotiation, day-to-day management of the Technical Platform, payment processing, marketing or other activities, this irrespective of the legal capacity of the intermediary, whether as agent, subcontractor or other), the Company is and remains exclusively responsible for the execution of the Agreement.

1.2. The Company has set itself, and in some markets it is bound by, the following three objectives when promoting its services and the Brand to customers.

- 1.2.1 The Company wishes to prevent gambling from being a source of crime and or disorder, being associated with crime or disorder and/or being used to support crime;
- 1.2.2 The Company wishes to ensure that gambling is conducted in a fair and open way; and
- 1.2.3 The Company intends to protect children and vulnerable persons from being harmed and/or exploited by gambling.

1.3 The Affiliate acknowledges that it will respect the above objectives and agrees that it will act at all times in a manner that is consistent with these objectives during the Term of this Agreement.

1.4. The Affiliate acknowledges that the Company holds a gambling licence in multiples countries and is subject to such countries' local laws and regulations that relate to promotion of gambling and specifically promoting gambling and soliciting bets. In some countries where the Company holds a licence and promotes gambling using the Affiliate, the Affiliate acknowledges that it may be jointly responsible with the Company to the local gambling or advertising authority for any promotion or advertising done on behalf of the Company that is not in compliance with the local laws and regulations.

1.5. The Affiliate further acknowledges that promoting or soliciting bets is subject to legal restrictions in some countries and may even be prohibited. Such restrictions may vary from time to time. The Affiliate shall not enter into this Agreement if it targets any markets where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. The Affiliate shall be exclusively liable for such actions and shall hold the Company harmless and shall fully indemnify the Company for any liability incurred by the Company If it doesn't comply with the provision above.

1.6. The Affiliate further confirms that it operates the Site, where the Content will be placed, under its own name and that it is fully and without restrictions authorised to dispose thereof.

1.7. With respect to laws on the prevention of money laundering and financing of terrorism and in line with Kindred Group's policy of Supplier Due Diligence, the Affiliate will be required to verify their identity by providing copies of personal and, where applicable, company identification and registration documents.

1.8. Unless otherwise agreed in writing by the Parties, each Party shall remain exclusively responsible for all and any expenses (including investment and/or running costs) incurred in respect of the obligations it undertakes under this Agreement and will have no right of recourse against the other Party in respect thereof.

## **2. INTEGRATION OF THE AFFILIATE IN THE KINDRED AFFILIATES PROGRAM**

2.1. Upon the Affiliate's successful application to join the Program, a unique tracking code (often in the form of a URL) is assigned to the Affiliate so that the Affiliate is

integrated in the Technical Platform. This tracking code will identify any New Customers referred by the Affiliate. It is the Affiliate's responsibility to ensure that any tracking code generated by the Technical Platform is used correctly.

2.2. If a New Customer creates an account with a different brand not promoted by the Content used by the Affiliate, the account will not be linked to the Affiliate.

2.3. Any additional advertising material (of any kind whatsoever) created by the Affiliate and related to the Company shall require the Company's prior written approval.

2.4. Subject to article 3.6 of this Agreement, a change to the URL of the Affiliate Site shall not constitute a change to the Agreement and shall not affect the rights and obligations of the Affiliate arising from this Agreement.

### **3. THE AFFILIATE'S OBLIGATIONS**

3.1. During the Term of this Agreement, the Affiliate shall use its reasonable endeavours to display the most up to date Content on the Affiliate Site in a manner and location agreed by the Parties. The Affiliate shall not alter the form or operation of the Content without the Company's prior written consent.

3.2 At all times the Affiliate agrees to be bound by the Company's Affiliates Advertising Requirements which can be found at Appendix A and B to this Agreement.

For the avoidance of doubt, Appendix A and B and the Company's Affiliate Advertising Guidelines contained within it form part of this Agreement.

3.3. The Affiliate agrees to give the Company reasonable assistance in respect of the display, access to, transmission and maintenance of the Content.

3.4. The Affiliate shall ensure that it does not place any Content on pages of the Affiliate Site targeting individuals under the legal gambling age where they are domiciled and does not allow, assist or encourage others to market and promote any Content, the Brand and the Company's services to anyone under the legal gambling age in the countries where they are domiciled.

3.5. In the event the Affiliate wishes to place the Content on websites other than the Affiliate Site, the Affiliate must first obtain the Company's written consent.

3.6. If the Affiliate sells its business, this Agreement is automatically transferred to the purchasing company ("Purchasing Company"). The Affiliate account purchased and transferred will remain on the existing Reward Plan that was in place at the time of the purchase. The Affiliate and/or Purchasing Company must inform the Company within 30 days of the purchase.

3.7. The Affiliate shall 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 which are identical or similar to any of the Company's trademarks or any other Brand belonging to the Company, or variations thereof in the "domain name", (i.e. after any prefixes but before the top level domain suffix), or include metatags on the Affiliate Site which are identical or similar to any of the Company's trademarks. The Affiliate shall not create pages falsely representing any Brand in any social media channels (including, but not limited to, Facebook, Google +, Twitter etc.).

3.8. The Affiliate's and the Company's employees, related corporations, partners, agents, contractors, representatives and suppliers (including themselves, their friends, immediate family members, spouses, partners and housemates) are not eligible to participate in the Program.

3.9. The Affiliate shall not:

1. directly or indirectly offer any person or entity any incentive (including but not limited to money) to access the Site and use the Content on the Affiliate Site (e.g. by implementing any "rewards" program for persons or entities who use such content);
2. read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to the Company by any person or entity;
3. use any device, robot, spider, software, routine or other method (or anything in the nature of the foregoing) to interfere or attempt to interfere with the proper functioning of the Products and/ or the Company's websites or any related information or transactions;
4. engage in transactions of any kind on the Company website on behalf of any third party, or authorise, assist, or encourage other third parties to do so;
5. take any action that could reasonably cause any confusion as to the Company's relationship with the Affiliate, or as to the Site on which any transactions are occurring;
6. promote the Brand in any way other than by using the Content on the Affiliate Site in accordance with this Agreement without the Company's prior written consent;
7. post or serve any advertisements or Content on any website not owned by the Affiliate using framing techniques including but not limited to pop-up/pop-under windows, or assist, authorise or encourage any third party to take any such action without the Company's prior written consent;
8. attempt to artificially alter monies payable to the Affiliate by the Company in any way, including but not limited to colluding with New Customers referred by the Affiliate, or other Affiliates and/or by the creation of multiple Affiliate Sites or accounts to hedge bets, offset losses or otherwise gain a financial advantage;
9. attempt to intercept or redirect (including, without limitation to user-installed software) traffic from or on any other website that participates in the Program;
10. register more than one Affiliate account with the Program. Any exceptions must be confirmed in writing by the Company's Head of Affiliates;
11. use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer New Customers to the Site;

12. be under eighteen (18) years of age and must be able to provide the Company upon request at any time, a copy of his/her ID, billing address and/or other documents. Refusal to do so may be considered, at the Company's sole discretion, as fraudulent activity.
13. fail to keep the Affiliate Site content compliant with any content and phrasing obligations and/or restrictions imposed on the Company by legal and/or regulatory requirements and/or third-party suppliers. In the event that the Affiliate, for any reason, does not have knowledge of such obligations, the Affiliate must update its Site within two (2) Working Days upon receipt of a notification from the Company pursuant to article 14.5 of this Agreement.
14. apply for a new Affiliate account if it previously had an account closed due to breach of the Agreement.
15. incentivise or indicate how sports betting arbitrage, "sure betting", "safe betting", "matched betting" or similar could be used at the Company and/or other betting options that statistically prevent the spirit of the Affiliate partnership from being profitable for both Parties.
16. use types of marketing and advertising that are likely to appeal particularly to those aged 17 or younger, including but not limited to cartoons, comic book images and child and youth orientated language;
17. post or serve any advertisements or content promoting the Company site in markets where it is prohibited to do so, including markets that are under reregulation.
18. engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves fraud, whether of customers or other commercial entities.

3.10. If the Company determines, at its sole discretion, the Affiliate has engaged in the activities specified above, the Company shall have the right to:

1. suspend any payments due to the Affiliate while the Company investigates any suspected breach, and/or;
2. alter the Reward Plan of the Affiliate and/or;
3. withhold payment of any Commission due to the Affiliate that has derived from the breach, and/or;
4. retain the Commission until the debt is settled or invoice the cost incurred by such breach and/or;
5. terminate the Agreement immediately.

If the investigation made by the Company leads to the conclusion that there is no breach, the Company shall pay the Affiliate all suspended or withheld payments.

The decision by the Company to pursue any of its rights or remedies under article 3.10. will be without prejudice to any other rights, remedies, legal actions or compensations available to the Company.

3.11. The Affiliate shall at all times comply with the provisions set forth in the federal Privacy Act 1988 (Cth of Australia) and the associated Privacy Principles and any other related/relevant legislation.

3.12. The Affiliate shall inform users of the Affiliate Site via its 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 in accordance with the federal Privacy Act 1988.

#### **4. COMPANY API**

4.1. If the Affiliate is granted by the Company the possibility to use the Company API to use on its Site to promote any Brand, the Affiliate guarantees not to:

1. communicate to any third party its username, password, key or any other identifiers enabling access to the Company API platform;
2. enable any third party to access the Company API in any way;
3. provide any feed from the Company API platform to any third party.

4.2. The Affiliate understands and acknowledges that the Company API may contain bugs for which the Company cannot be held responsible. For the sake of clarity, the Company shall not be responsible for any bug, virus, technical failure, loss of data, damage caused to the material of the Affiliate nor for any errors occurring on the Company API platform or on the Affiliate's Site.

#### **5. THE COMPANY'S OBLIGATIONS AND RIGHTS**

5.1. The Company shall provide the Affiliate with the Content for the purposes of this Agreement and may update such Content from time to time.

5.2. The Affiliate shall comply with the Company's instructions to track New Customer(s). The Company shall use its reasonable endeavours to ensure that whenever a New Customer is directed to its websites and registers an account, the relevant New Customer is identified as originating from the Site. However, the Company shall not be held liable if it is unable to identify a New Customer as originating from such Site.

5.3 The Company shall be entitled to use any of its rights or fulfil any of its obligations hereunder (including, without limitation to, its payment obligations pursuant to article 6 through any Kindred Group Plc subsidiary company).

5.4 Subject to point 2 of the Introductory Provisions mentioned above, the Company shall be entitled to accept or decline any Affiliate's application at its sole discretion.

5.5 The Company has the right to monitor the Affiliate Site to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide (and at no charge), the Company with all data and information to perform such monitoring.

5.6. The Company (its internal and external, financial and accounting auditors) has the right to audit all relevant records during the Term of the Agreement and for two (2) years afterwards. The Affiliate shall allow the Company and/or its auditors access to such records for the purposes of conducting the audit.

## **6. COMMISSION AND PAYMENT TERMS**

6.1 The Affiliate shall be entitled to receive on a monthly basis a Commission based on the activities of its referred customers.

6.2. If the Affiliate is paid on a Revenue Share reward plan, it shall be entitled to receive Commission for the lifetime of its referred New Customers until termination of this Agreement in accordance with article 13. Where an Affiliate promotes more than one Brand, the Revenue Share is calculated across all products and all brands. If the Affiliate is paid on a different type of reward plan, (including but not limited to Cost Per Acquisition), the Commission shall be specified in a separate agreement agreed upon by the Parties.

6.3. In order to receive an additional Commission based on a percentage of the Commission earned by its Sub-Affiliate(s), the Affiliate shall refer the Sub-affiliate to the Program through the Content. The Affiliate cannot claim a Commission from a new affiliate account created by an Affiliate who simultaneously has another Affiliate account. The Affiliate shall ensure that the Sub-Affiliate complies with the terms of this Agreement by making it aware to them before it enters into any arrangement with the Sub-Affiliate for the purposes this Agreement. The Affiliate is not allowed to register itself as a Sub-Affiliate. Unless agreed otherwise by the Parties, the Affiliate is entitled to receive 5% of its Sub-Affiliates' Commission.

6.4. At the Company's sole discretion, the Head of Affiliates may, without prejudice to any other rights or remedies available to the Company, choose to deal with an Affiliate and/or Sub-Affiliate account fraud, i.e. failure to comply with the foregoing rules, by:

- i. merging duplicate accounts, and/or;
- ii. applying the original reward plan to the New Customers from the secondary Affiliate account, and/or;
- iii. severing the link between the master Affiliate & Sub-Affiliate, and/or;
- iv. terminating the Agreement for the Affiliate and/or the Sub-Affiliate.

6.5. The Company shall provide the Affiliate with statements accessible through its Affiliate Account at <http://www.kindredaffiliates.com> (the 'Technical Platform') detailing the number of New Customers, New Depositing Customers, Net Revenue and the Affiliate's Commission, if any, which have accrued to the Affiliate over the course of the calendar month. Such statements shall in principle be updated daily. At the beginning of each calendar month, the Company shall record the Affiliate's total Commission, if any, during the previous calendar month. If the Affiliate's Commission does not exceed 100 Euros, the Company shall be entitled to withhold and carry forward the Commission until the total accrued Commission exceeds 100 Euros. Any commission amount shown before the 10<sup>th</sup> Working Day of the month is subject to change due to possible delays in obtaining and uploading data from our 3<sup>rd</sup> Party suppliers to the Technical Platform, therefore, only the Commission amount shown after the 10<sup>th</sup> Working Day of the month shall be deemed final. If an Affiliate disputes this final Commission amount, they shall have a period of 3 (three) months from the month the commission amount in dispute is due to provide evidence of any

suspected error. Disputes over Commission amounts older the 6 (six) months will not be entered into.

6.6. The Company reserves the right to reduce the Affiliate's Commission/change the Reward Plan if:

1. the Affiliate substantially reduces its efforts to promote the Company, and/or
2. the existing Reward Plan results in a financial loss to the Company, and/or
3. the Affiliate does not generate a minimum of 6 New Depositing Customers in a period of 3 months, and/or
4. in the event of legal/regulatory changes to a market.

Any such changes will be communicated beforehand by email to the email address in the Affiliates' account within the Technical Platform.

6.7. If 50% or more of an Affiliate's Turnover, Net Revenue or Commission is generated by 1 of its referred customers, the Company reserves the right to carry forward any negative commission balance generated by this referred customer. Any future positive commission generated by the referred customer will be offset against this carried forward negative commission balance. Or to apply another arrangement at the Company's discretion.

6.8. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold CPA payments for customer accounts that are identified as bonus abuse, suspended, closed for fraud, self-exclusion or for any other reasonable reason.

6.9. The Affiliate shall, at any time, have secure access to the Technical Platform unless the Company has a duly motivated reason – including but not limited to network and IT maintenance and/or security threats – to block such access.

6.10. The Affiliate understands and accepts that the real-time data in the Technical Platform are merely approximate. 10 Working Days after the beginning of the following calendar month, a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate's Commission will be available via the Technical Platform.

6.11. The Affiliate understands and accepts that its access to the Technical Platform is subject to the highest obligations of confidentiality. Any misuse of such access, whether intentional or not, shall be considered as a breach under the Agreement.

6.12. All payments to the Affiliate shall be made by the Company. Both Parties agree and acknowledge that the Company may change, from time to time (and at its sole discretion), the payment method and/or Payment Agent. The Company remains exclusively responsible for the payment of any amounts due.

6.13. All payments due under this Agreement shall be made in AUD. The applicable exchange rates, if any, shall be those from time to time used by the Company for internal Group reconciliation purposes, as currently reported by OANDA (<http://www.oanda.com/>), a registered Futures Commission Merchant (FCM) with the Commodity Futures Trading Commission (CFTC) and a member of the National

Futures Association (NFA ID #0325821). The rate will be the monthly average interbank bid rate. For the avoidance of doubt, all payments shall be made inclusive of GST, if applicable, and the Affiliate is individually responsible for withholding tax, GST and any other fees.

6.14. Payments shall be made approximately 10 Working Days following receipt of an invoice.

6.15. Affiliates shall invoice the Company for their Commission.

6.16. The Affiliate shall invoice the Company, and send invoices to its Affiliate Manager and [AU\\_Accounts@kindredgroup.com](mailto:AU_Accounts@kindredgroup.com).

6.17. When calculating the Commission based on the Net Revenue, if an Affiliate's customers' activities result in a negative balance for the Affiliate, due to the customer winnings and/or bonuses etc., the said balance will be carried over to the next month, unless the Reward Plan has been adjusted to a no negative carryover Reward plan which must be approved by the Company's Head of Affiliates. In this instance, any negative Commission balance will be set to zero at the beginning of each month.

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

6.19. The Affiliate is responsible for ensuring the accuracy of the payment details in its account and/or as specified on its invoices. Any payment(s) made via the payment details listed in the Affiliate Account will be considered as payment made by the Company. Any cost incurred by the Company resulting from incorrect payment details provided by the Affiliate will be deducted from the Commission due to the Affiliate in the next monthly payment cycle in which there is a payment due to the Affiliate.

6.20. If for any reason the Affiliate has been overpaid, the Company reserves, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.

6.21. If for any reason the Affiliate has been underpaid, the Company reserves, without prejudice to any other rights, the right to add the corresponding amount of underpayment to the Affiliate's Commission in the following calendar month.

6.22. If there is a pending payment due to an Affiliate for a period of 12 months or more as a result of incorrect payment details, missing payment details, invalid or no-longer valid payment details and the Affiliate has not responded to all reasonable contact attempts made by the Company, the payment will be cancelled.

6.23. The Affiliate must comply with the legal and regulatory changes in its country of domicile; if it does not, it will not be entitled to receive any Commission based on the activities of its customers.

## **7. INTELLECTUAL PROPERTY**

7.1. Nothing in this Agreement shall constitute any licence, assignment, transfer or any other rights of any Intellectual Property Rights, including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and Confidential Information, etc. which arise in result of entering into or for the purpose of this Agreement.

7.2. All Intellectual Property Rights created and/or deriving out of this Agreement, including, without limitation, banners, advertising material, the Database and Personal Data, shall be or become the sole property of the Company, and the Affiliate shall have absolutely no rights therein.

7.3. The Company grants the Affiliate a non-exclusive and worldwide right to display the Content on the Affiliate Site as set out in this Agreement and in accordance with the Company's guidelines as may be provided to the Affiliate from time to time. All Intellectual Property Rights and any Goodwill arising from the Content and in all Products, associated systems and software relating to the services provided by the Company to its customers from time to time shall remain the property of the Company. The Affiliate shall not use the Content in any way that is detrimental to the Company or the reputation or Goodwill of the Company. The Affiliate shall not alter or modify, in any way, the Content without the Company's prior written consent.

7.4. The Affiliate agrees that its Site shall not resemble in any way the appearance and/or the general impression of the Company's website(s), nor will the Affiliate create the impression that the Affiliate Site is the Company's website(s), or any part thereof.

7.5. Upon termination of the Agreement between the Parties, each Party shall return to the other Party all proprietary material or information and, as the case may be, destroy in a manner acceptable to the other Party all remaining copies of the same. Notwithstanding any disposition contrary to this Agreement, the Affiliate acknowledges that - upon such termination - it shall not keep a copy of the Content, the Database, Personal Data or Confidential Information, and may not exploit, directly or indirectly, Company proprietary information, materials or works.

## **8. WARRANTIES**

8.1. Each Party represents and warrants to the other that it has and will retain, throughout the Term, all rights, title and authority to accept the terms of this Agreement. Each Party grants to the other Party all relevant means to perform the obligations mentioned under this Agreement.

8.2. Each Party to this Agreement represents, warrants and undertakes to the other that it has obtained and will maintain in force all necessary registrations, authorisations, consents and licences necessary to fulfil its obligations and that it fully complies with, and shall continue fully to comply with, the conditions set out under article 3 and all applicable laws and regulations. The Affiliate further represents, warrant and undertakes that it has not been and is not currently subject to any regulatory or legal action in any country in the world.

8.3. The Affiliate represents, warrants and undertakes that the Affiliate Site shall not contain, or link to, any material which is defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third party rights.

8.4. The Company is associated with companies working for the prevention of gambling addiction (including but not limited to Gambling Help Online and others). The Affiliate must provide information on responsible gambling using links directed to such companies' websites.

8.5. The Affiliate must not deliberately provide facilities for gambling in such a way as to appeal particularly to minors, for example by reflecting or being associated with youth culture.

8.6. The Affiliate acknowledges and accepts:

- The Company's compliance with the EGBA standards, other relevant regulatory requirements and its responsible gaming and betting policy;
- Its obligation to comply with said standards and policy

## **9. DISCLAIMER**

The Company makes no representation that the operation of its website will be uninterrupted or error-free and the Company will not be liable for the consequences of any interruptions or errors.

## **10. INDEMNITY**

The Affiliate shall indemnify on demand and hold harmless the Company and each of its associates, officers, directors, employees, agents, shareholders and partners from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and GST thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Company resulting from any breach, non-performance or non-observance by the Affiliate of any of the obligations or warranties specified under this Agreement.

## **11. LIMITATION OF LIABILITY**

11.1 Nothing in this article 11 shall limit the Company's liability for death or personal injury resulting from negligence or fraud.

11.2 The Company's aggregate liability in respect of any loss or damage suffered by the Affiliate and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of Commission actually paid by the Company to the Affiliate pursuant to this Agreement in the 12 months prior to the event giving rise to such liability.

11.3 The Company shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

- 11.3.1 any losses arising from any interruption, problem or error in the operation of or 'changes made to the Company's Products and/ or Technical Platform;
- 11.3.2 any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings;
- 11.3.3 any loss of goodwill or reputation; or
- 11.3.4 any indirect or consequential losses suffered or incurred by the Affiliate arising out of or in connection with any other matter under this Agreement.

11.4 Except as expressly provided for in this Agreement all conditions, warranties and representations implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **12. CLOSURE OF A MARKET**

The terms of this Agreement shall no longer be considered applicable in the event the Company is obliged to leave a market due to market condition changes, legal and/or regulatory changes. In such cases, the existing customer accounts opened within that market can be closed.

## **13. TERM AND TERMINATION**

13.1. The terms of this Agreement apply from the date the Company notifies the Affiliate that its application has been successful in accordance with the introductory provisions of this Agreement and shall continue thereafter unless and until terminated according to this article 13.

13.2. The Company may terminate this Agreement immediately by written notice if:

13.2.1. the Affiliate commits a breach of its material obligations under this Agreement and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other;

13.2.2. the Affiliate becomes insolvent or is unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if any application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium;

13.2.3. the Affiliate sells its business, or any part herein, and/or registers any change of beneficial owner or in case the Purchasing Company's (specified under article 3.5 of this Agreement) activities are either in conflict with the Company's (for example the Affiliate Site is purchased by companies providing the same or similar services) or if its practices falls within article 8.3 of this Agreement;

13.2.4. the legal and/or regulatory situation in the market has changed or is in the process of changing to such an extent that the objectives of the Agreement can no longer be achieved and/or no longer correspond to the market reality;

13.2.5. if the Affiliate does not generate any New Depositing Customers for a period of 6 months;

13.2.6. the Company suspects – and has reasonable proof - that the Affiliate is engaging in illegal activities or has repeatedly breached the provisions this Agreement.

13.3. The Affiliate may terminate this Agreement:

- If it doesn't agree with the changes made to the Agreement and notified to them by the Company.
- If it doesn't agree with the changes made to the Reward Plan as a result of any breach mentioned under article 3.9 of this Agreement.

However, the Affiliate's continued participation in the Program will constitute binding acceptance to the changes mentioned above.

13.4. Notwithstanding articles 13.1, 13.2 and 13.3, either Party may terminate the Agreement at any time by giving thirty (30) days written notice to the other Party.

13.5. Following termination of this Agreement, the Affiliate will only be entitled to receive the outstanding Commission due as of the effective termination date of this Agreement. However, the Company may reasonably withhold the Affiliate's final payment to ensure that the correct amount is paid. After such payment, the Affiliate will no longer be entitled to receive any other Commission.

13.6. For any and all termination notices, delivery via e-mail is considered a written and immediate form of notification.

## **14. GENERAL PROVISIONS**

14.1. Unless otherwise provided for, this Agreement shall constitute the entire agreement and understanding superseding any previous agreement - between the Parties. Each Party acknowledges and agrees that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in this Agreement. Nothing in this article shall operate to limit or exclude any liability for fraud.

14.2. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by the law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any

other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

14.3. The Affiliate shall not, without the Company's prior written consent, assign at law or in equity (including without limitation by way of a charge or declaration of trust), sub-licences or deals related to this Agreement or any other rights under it, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this article shall confer no rights on the purported assignee.

14.4. If any of the provisions of this Agreement shall be found by any authority to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

14.5. Any notice given or made to the Company under the terms of this Agreement shall be sent via email to [affiliates@kindredgroup.com](mailto:affiliates@kindredgroup.com) and marked for the attention of the Affiliate Manager (or as otherwise notified by the Company). The Company shall send the Affiliate any notices given or made under the terms of this Agreement to the email address provided by the Affiliate and mentioned in its account. Any notice shall be deemed to have been received within 24 hours of delivery. If the receipt occurs before 9.00 a.m. AEST on a Working Day, such notice shall be deemed to have been received on that specific day. If such receipt occurs after 5.00 p.m. AEST on a Working Day, or on any day which is not a Working Day, the notice shall be deemed to have been received at 9.00 a.m. on the following Working Day.

14.6. Each Party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party or of any member of the group of companies to which the other Party belongs which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

14.7. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or to authorise either Party to act as an agent for the other. Neither Party shall have the authority to act in the name or on behalf of the other Party or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14.8. Neither Party shall make any announcement relating to the terms of this Agreement nor its subject matter without the other Party's prior written approval, except as required by law or by any legal or regulatory authority.

14.9. The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of New South Wales. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of New

South Wales (over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement).

This Agreement was last updated on 16<sup>th</sup> July 2019.

Source URL: <http://www.kindredaffiliates.com/terms-conditions>

## **APPENDIX A**

### **1. Kindred Affiliates Advertising Requirements**

As a licenced operator in multiple jurisdictions, the Company together with its parent company Kindred Group plc prides itself in being a leader in the areas of responsible gaming and corporate social responsibility. Kindred Group plc is a leading member of trade associations such as Remote Gambling Association (RGA) and the European Gaming and Betting Association (EGBA).

As a member of the Kindred Affiliates Program (“Program”), advertising on behalf of the Company and representing its brands (“Brands”), the Company expects Affiliates to share these values and any advertising carried out on behalf of the Company must follow the regulations and rules issued by the relevant authorities.

For the avoidance of doubt, it is up to each Affiliate to ensure that it is compliant with all advertising guidelines and legislation around the promotion of online gaming in the relevant jurisdiction. Any transgressions will lead to the suspension and possible termination of the Affiliate account with the Program.

This Appendix A outlines how the Company’s Affiliates can promote its Brands effectively and lawfully.

Any enquiries regarding the Affiliate’s obligations under the Agreement, or under the relevant legal and/or regulatory requirements in the jurisdiction where the Affiliate is located should be referred to the Affiliate Account Manager or emailed to: [affiliates@kindredgroup.com](mailto:affiliates@kindredgroup.com).

### **2. Content**

Affiliates can only use Content provided by the Company and located in the Media Gallery via its Program, or Content that has been approved by the Company. The Affiliate must not alter the appearance, design and content of the approved marketing material unless it obtains written authorisation from the Company. If Affiliates use content that has not been provided and/or approved by the Company, it MUST be approved by their Affiliate Manager in writing prior to being published. If Affiliates are found to be using any Content promoting our Brands that has not been approved in writing by an Affiliate Manager, this may lead to the suspension and/or termination of your Affiliate account.

### **3. Customer Offers**

When promoting Customer Offers, particularly welcome offers, enhanced price offers and free spins, Affiliates must be as clear as possible and must not mislead existing or future customers in any way. Affiliates must always make it clear that a promotion is a promotion and ensure compliance with National Consumer Protection Framework in all AU jurisdictions

The Company's up-to-date list of welcome offers per Brand/market/country can be found at <https://www.kindredaffiliates.com/welcome-offers/>. Where possible, Affiliates must repeat the same phrase to describe the welcome offer to their users.

Affiliates must refrain from using phrases such as 'Get free money', 'Risk-free' or similar which may mislead the customer. A good rule of thumb is to use the copy that is on the banners or landing pages provided via the Company's Affiliate platform accessible at: [www.kindredaffiliates.com](http://www.kindredaffiliates.com).

Affiliates acknowledge that the terms in the Content or any other promotion must not mislead the customer by omission, exaggeration or by any other means. The Content or any other promotion by the Affiliates must include the following mandatory terms:

1) Targeted players

*Example: New players only / Existing players only / Selected players only*

2) Age restriction

*The age restriction warning sign (+18) must always be displayed on all adverts, banners and campaigns*

3) Deposit information

*Example: No deposit required / Min deposit \$xx etc*

4) Information about offer

*Example: Bonus is 100% match on 1st deposit up to \$xx etc*

5) Wagering requirements and bonus expiry

*Example: 35x Wagering requirement / 3-day expiry etc*

6) Information about bet limitations

*Example: Min bet \$xx / Max bet \$xx when playing with a bonus etc*

7) Game restrictions

*Example: Free spins on Starburst / selected games only etc*

8) Information about additional terms

## 9) Terms and Conditions (T&Cs) of promotional offers

If space is limited, significant terms of the promotion (points 1 to 7 above) must always be displayed in the offer and the term “T&Cs apply” must be displayed in the offer as a link to additional terms and T&Cs of the promotion one click away. The link should refer to either the Affiliate’s page where the T&Cs are displayed or the Company’s Brand site where the full set of T&Cs of the promotional offer must be visible.

The Content provided by the Company via the Media Gallery will always be compliant with the above requirements.

### **4. Tipsters**

Any Affiliate Site or social media page which publishes betting tips or hosts challenges/competitions encouraging others to do so:

- must make it clear that any subsequent betting activity is done at the customer’s own risk;
- must never imply that success is guaranteed;
- must provide tips in a responsible, fair and transparent manner;
- must not encourage individuals to re-invest winnings and;
- must not provide inaccurate or misleading information about betting tips and the success of them.

Affiliates must never falsify betting results or manipulate images to suggest that results were more favourable than they were. Any Affiliate that is found to have misrepresented betting results will have its Affiliate account terminated immediately.

### **5. Email Marketing**

Affiliates are not permitted to engage in any email marketing activities on behalf of the Company towards individuals based in the United Kingdom or Sweden. Individuals based in other countries can only be emailed with explicit written consent of their Affiliate Account Manager. Consent will only be given where the Affiliate can provide evidence of how the email database has been sourced, with a clearly defined double opt-in process to receive gambling related email communications.

In addition:

- The Affiliate must provide a preview of the actual email you are planning to send and gain permission from their Affiliate Account Manager before it is sent.
- Emails should never appear as if they have been sent by any of the Company’s Brands and Brand names must not appear in the ‘From’ field.
- It must be clear in the email that any potential complaint made as a result of this communication should be addressed directly to the Affiliate, and not to any of the Company’s Brands. The Company will not reply to such complaints.
- An unsubscribe link must be included in every email. The Company shall ask the Affiliate to provide examples of the unsubscribe process.

Any Affiliate found to be carrying out any email marketing activities without consent, or in breach of the restrictions above, will have its Affiliate account terminated.

## **6. Social Media**

Any links posted by Affiliates on Facebook, Twitter and any other relevant social media channels can only link to the Affiliate's own website in the first instance, which in turn should contain compliant promotional text and then link to the relevant Brand.

Affiliates must not post any Affiliate links directly on their social media page(s). Any Affiliates found to have done so will have its Affiliates account suspended and/or terminated.

The aforementioned guidelines on Content and Customer Offers are also applicable to social media posts.

In addition, Facebook, Twitter and other social media have their own guidelines and policies regarding the advertising of gambling products and the Affiliates must comply with such guidelines and policies. For example, if promoting gambling through a Twitter, Facebook or any other social media handle, an 18+ statement (or 21+ in some jurisdictions) must be included in the Affiliate's page bio and any relevant agreements/addendums between the Affiliate and the social media companies must be concluded and signed.

Some useful links to Facebook's and Twitter's advertising policies are included at section 17 of Appendix A.

## **7. Media Buying**

Affiliates are not permitted to engage in any media buying promoting the Company's Brands through advertising exchanges, programmatic networks, etc without prior written consent from their Affiliate Account Manager. We will require 100% visibility on this activity so that we can ensure our Brands are being promoted in a compliant manner, in line with specific Country regulations and restrictions.

## **8. Pay-Per-Click Campaigns**

Affiliates wishing to run Pay-Per-Click (PPC) campaigns:

- must not use the Brand names in display URLs or ad copy;
- must not bid on the Brand names or trademarks, or misspellings thereof;
- must link to the Affiliate Site and not the Brand site;
- must add the Brand keywords to the phrase match negative keywords list on their accounts.

## **9. Live Streaming**

The Company holds a **Watch & Bet** live streaming licence. Affiliates are not permitted to advertise the service as a pure streaming service without a connected message relating to betting. For example, 'Watch and Bet with Unibet (funded account required)'

Furthermore, Affiliates are not allowed to mention the word '**Free**' in any of their advertisements relating to live streaming. In addition, La Liga and Australian Open Tennis must not be advertised without reference to another league or sport, i.e. 'Watch and bet on La Liga, Serie A and Ligue 1 here (funded account required).'

Finally, Affiliates are not allowed to suggest Unibet's live streaming service is a substitute to coverage available on '**TV**', a '**Digital Game Pass**' or anything relating to live streaming alternatives.

eg "Don't have BT subscription? Watch the Live stream on Unibet TV instead" - would be unacceptable.

In summary, Affiliates:

- **Must ALWAYS** include the word **bet** (*local language accepted*) in every sentence when referring to watching or live streaming; and
- **Must NEVER** include the words **free**, or anything relating to live streaming **alternatives** (*Game Pass, broadcaster, and the like*).

Any Affiliate found to be in violation of the above may have its Affiliate account suspended and/or terminated.

- Useful Links for Affiliates

Social media policies links are referred to below:

Facebook general advertising policies:

<https://www.facebook.com/policies/ads>

Facebook policy on Real money gambling:

[https://www.facebook.com/policies/ads/restricted\\_content/gambling](https://www.facebook.com/policies/ads/restricted_content/gambling)

Twitter general advertising policies:

<https://support.twitter.com/articles/20169693>

Twitter policy on advertising Gambling

content: <https://support.twitter.com/articles/20170426>

These links are provided solely for informative purposes and should not be seen to be exhaustive. For the avoidance of doubt, it is up to the Affiliate to ensure that they are compliant with all advertising guidelines and legislation around the promotion of

online gaming in the relevant jurisdiction. Any transgressions will lead to the suspension and possible termination of Affiliate account with the Program.

## **APPENDIX B - DATA PROTECTION**

1. For the purpose of the services to be delivered under this Agreement, it is understood that the Company and the affiliate are a Data Controller of Personal Data in their own right.
2. The Affiliate shall at all times comply with its obligations under the EU Regulation 2016/679 and laws implementing or supplementing it, the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof ("Data Protection Requirements") and indemnify the Company for any breach of the Data Protection Requirements which renders the Company liable for any costs, fines, claims or expenses howsoever arising.
3. Failure to comply with the Data Protection Requirements will be cause for the termination of this Agreement with immediate effect.
4. Contact details for data protection related queries: [DPO.Officer@kindredgroup.com](mailto:DPO.Officer@kindredgroup.com).