

Entain Group Partner Terms and Conditions

This Agreement includes and incorporates the terms and conditions set out below ("**Terms and Conditions**") together with the IO (as defined below) agreed between us and you, and the Data Processing Agreement in [Appendix A](#).

It is very important that you read and understand the terms under this Agreement. By ticking the box indicating your acceptance and continuing with your application to join our affiliate programme, you are agreeing (subject to our approval of your application) to the terms of this Agreement. If you do not agree with the terms under this Agreement (or are not authorised to do so), you should not continue with your application. If you have any questions regarding our affiliate programme or the terms of this Agreement please contact the relevant affiliate manager by emailing contact@bwinafricapartners.com. You can visit our affiliate website [here](#).

This Agreement replaces all previous terms and conditions for our affiliate programme, including those agreed between you and us previously.

1. Definitions

The following expressions in this Agreement shall have the following meanings:

Affiliate / you / you	means the person or company or other legal entity set out in the application form to join the affiliate programme;
Affiliate Account	means the area you can log into for details of Customers and Revenue Share payment, and to access the Links and the Brand Content, as set out in the IO;
Affiliate Site	means your owned and/or controlled website(s), mobile app(s) and/or any other marketing channel used by you to direct traffic to the Site(s) as approved by us;
Agreement	means the IO agreed between us and you, the Terms and Conditions, Appendix A and, if applicable, the Specific Terms;
Anti-Bribery Requirements	means all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including the English Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977;
API	means the Brand's application programming interface;
Applicable Law	means any: (a) statute, statutory instrument, bye law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal), including all consumer laws; (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (c) industry code of conduct or guideline, in any case which apply to us and/or to you and/or which relate to the services provided under this Agreement;
Brand	shall have the meaning as set out in the IO;
Brand Content	means the graphical artwork or text containing or referencing the Brand, which are made available by us through your Affiliate Account, that you may use to connect Users to our Sites from the Affiliate Site;
Control	in respect of you (where you are a company), where there is an acquisition of either: (a) the voting rights attaching to 25% or more of the voting shares in you; or (b) the power to direct or cause the direction and management of your policies in accordance with the acquirer's wishes, whether as a result of the ownership of shares, control of the

	board of directors, contract or any powers conferred by the articles of association or other constitutional documents;
Customers	means a User who has entered one of the Site(s) via the Links and who: (a) has registered to open an account with us in respect of the relevant Site (" Customer Account "); (b) has not previously opened an account with us or any member of the Group; (c) has had their account registration details adequately validated and approved by us, including (without limitation) that the individual is confirmed to be 18 years of age or above; (d) places stakes, or plays, (as relevant) with deposited money of at least \$10 (or the equivalent in the relevant jurisdiction) on the relevant Site; or (e) complies with any other relevant factors set out in the IO and/or any Specific Terms (if applicable);
Customer Account	shall have the meaning given above;
Data Protection Laws	means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case, as amended, revised or replaced from time to time (in particular, by operation of the Directive 2009/136/EC, and the General Data Protection Regulation (EU) 2016/679 (" GDPR ")) and all applicable national implementing legislation and guidelines, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time.
Excluded Territories	means the territories from which the Affiliate Site should not accept Users and from which we will not accept Customers as either notified to you or as may be listed on the Site from time to time;
Good Industry Practice	means standards, practice methods and procedures conforming to applicable legal requirements and that degree of care and skill diligence and prudence which would be reasonably expected of an experienced person providing affiliate services;
Group	means Entain plc and any of its direct or indirect subsidiaries from time to time;
Inactive	means for you: (a) where you have not sent at least \$10 new depositing Customers to us for a period of 3 consecutive months; or (b) the Net Revenues derived from Customers is less than \$100 for any 3 month period; means for a Customer: (a) where the Customer has not logged into their Customer Account for a period of 3 months; or (b) the Customer has deposited less than \$10 into their Customer Account during any 3 month period;
Intellectual Property Rights	means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, trade dress, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world;
IO	means an insertion order which sets out the commercial terms agreed between us and you;
Links	means the adverts, hyperlinks, banners, text, RSS feeds or other promotional material, which may include the Brand Content, that have been provided or otherwise made available to you by us and/or pre-approved by us and which are placed on the Affiliate Site linking and directing traffic to the Site(s), as may be updated from time to time;

Net Revenues	means all monies staked with us by Customers through the Site(s) less the following: (a) monies paid out to Customers as winnings in respect of such stakes; (b) a proportion of monies paid or payable by us in the form of any betting duties, levies or taxes, including VAT (or reasonable provisions in respect thereof); (c) charges levied on us by electronic payment or credit card organisations in respect of Customers; (d) bad debts in respect of Customers (defined in our sole discretion); (e) monies attributed to Prohibited Activity; (f) stakes returned to Customers; (g) provisions for transactions by Customers which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs); (h) the cost of bonuses, 'free bets' or 'free chips' provided to Customers as a promotional or marketing activity; and (i) a proportion of any payments made to a third party in relation to any Customers (including a payment for any technology or other product used from time to time on the Site(s));
Prohibited Activity	means an actual or attempted act by you, any Customer or any Third Party Promoter (when applicable), which is reasonably deemed by us to be: (a) in breach of any Applicable Law; (b) made in bad faith; or (c) intended to defraud us or any Site and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Sites any damage or harm. Prohibited Activity shall also include, without limitation: (i) collusion; (ii) abuse of bonuses or other promotions; (iii) abuse of the CPA commission structure (if applicable); (iv) violation of money-laundering laws and regulations; (v) Spamming; (vi) false, misleading or unauthorised advertising or representations; (vii) use of stolen credit cards; (viii) rake-back activity; (ix) unauthorised use of any Intellectual Property Rights (including third parties' and our rights)); (x) creation of false accounts by you or Customers; and (xi) manipulation of our service;
Regulator	means any governmental, judicial or regulatory body with regulatory control, authority, or jurisdiction over us or you or any activity conducted by us or you (including any gambling authority or data protection regulator);
Revenue Share	means your share of Net Revenues accrued per Vertical, if any, during a calendar month;
Run Off Period	has the meaning given to it at clause 15.4;
Site(s)	means the websites, landing pages, apps and/or any other online channels operated by or under the Brand from time to time, and all of their related pages (including any pages accessed through the API);
Spam (or Spamming)	means any email or other electronic communication you send those markets, promotes or that otherwise refers to us, the Site or our Facilities from time to time, or that contains any Marketing Materials, Our Marks or Trackers and that breaches our Electronic Marketing Rules .
Specific Terms	means the terms specific to the jurisdiction(s) in which you operate (if applicable) found in the appendices to this Agreement or as may be published by us from time to time;
Term	means the period during which this Agreement continues in effect;
Terms and Conditions	means these terms and conditions which govern our affiliate programme;
Third Party Promoter	has the meaning given to it in clause 5.15;
User(s)	means visitors to the Affiliate Site;
Vertical	means poker, casino, sports, bingo, betting exchange, financials exchange, lottery or such other products as detailed in the IO;

Virus	any thing or device (including any software, code, file and/or programme, such as worms and/or trojan horses) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); prevent, impair or adversely affect the user experience; and
we / us / our	means the Group company listed in the IO.

2. This Agreement

2.1. This Agreement sets out the terms and conditions agreed between us and you regarding your application to join (and, if your application is successful, your membership of) our affiliate programme.

2.2. You are not permitted to use any Links and/or Brand Content until your application has been approved in accordance with clause 3.2. Until such time, we will have no responsibility or monetary obligation to you with regard to any Customers.

2.3. If you become an Affiliate you will:

- (a) promote the Sites as set out from time to time at your Affiliate Account(s) (as applicable); and
- (b) prominently place Links on the Affiliate Sites in accordance with these terms.

2.4. This Agreement replaces all previous terms and conditions between you and us regarding our affiliate programme.

2.5. Except as otherwise stated in clause 9.9, we may change all or any part of this Agreement at any time. Where possible, notice of any changes will be provided to you in advance of any such changes being made, either by an email to your last known email address on our records or through a message via your Affiliate Account. It is important, therefore, that you regularly log into your Affiliate Account. Unless we believe that a change to this Agreement is required under Applicable Law, in which case that change will come into force immediately, any change to this Agreement will come into force 7 days after notification is made. Your continued participation in our affiliate programme after such time will constitute binding acceptance of such changes. If you do not agree to the changes, you should notify us that you wish to terminate this Agreement under clause 14.6.

2.6. You acknowledge and agree that regulations 6(1), 6(2), 9(1), 9(2) and 11(1) of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to or have any effect on this Agreement.

2.7. Other than clause 15 (Consequences of Termination), if there is a conflict between the IO, these Terms and Conditions, Appendix A and/or any IO, the order of precedence shall be as follows:

- (a) the relevant IO;
- (b) the Specific Terms;
- (c) Appendix A; and
- (d) the Terms and Conditions.

2.8. Any compliance queries on this Agreement should be sent to contact@bwinafricapartners.com

3. Your Application

3.1. As part of the application process to become a member of our affiliate programme, you must either:

- (a) complete and submit an online application form; or
- (b) provide the information we request from you directly.

The application form will form part of this Agreement and you warrant and represent that all the information you provide to us either directly or as part of the online application is true, accurate and complete.

3.2. We will notify you by email as to whether or not your application has been successful (which will be at our sole discretion). If your application is rejected, you may reapply at another time. If your application is successful, we will email you the necessary instructions on how to access your Affiliate Account.

4. Identity Verification and Supporting Documentation

4.1. Only individuals who are 18 years or over can be an Affiliate or work for an Affiliate. We will verify your age as part of the application process.

4.2. It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify your identity by obtaining information from public sources and data and through the information provided by you, which may include (but is not limited to): (i) documents (where you are an individual) for the purposes of proof of identity, proof of residence and/or address and/or proof of age; or (ii) (where you are a company) constitutional documents and documents which verify the identity of the directors and beneficial owner of the company.

4.3. You are required to provide any information and/or documentation requested within 30 days of registration. We reserve the right to suspend and/or terminate this Agreement pursuant to clause 14 if you do not provide the requested information. All requested information must be sent to contact@bwinafricapartners.com

4.4. We reserve the right to withhold any payments that may be due to you for so long as we are unable to complete our verification procedures or any verification processes are pending.

4.5. We may ask you to provide further documentation on application and from time to time to ensure our records are kept up to date. You agree to provide us with any information and/or documents which we may request by email to contact@bwinafricapartners.com within 30 days of such a request being made.

4.6. All information and/or documentation sent to us must match the information provided to us by you on registration. In the event there is a discrepancy and you are unable to provide justification for such discrepancies to our satisfaction we may terminate this Agreement pursuant to clause 4.7 below.

4.7. If we are unable to satisfy ourselves of your identity at any time during the Term, we shall be entitled to terminate this Agreement immediately with no liability (including any payments for revenues generated).

4.8. Where you have multiple affiliate accounts we reserve the right to use documentation received across all your accounts to ensure that all accounts properly reflect the documentation in our possession.

5. Your Obligations

Links

5.1. Throughout the Term, you shall prominently incorporate and continuously display on the Affiliate Site the most up to date Links and Brand Content provided to you by us in a manner and location agreed between you and us. In particular you shall:

(a) not alter or remove any promotional terms and conditions which have been included in any Link;

(b) not affect the means by which a User may access such promotional terms and conditions from the Links, including the requirement that significant conditions are accessible on the same page where possible and, if not, within a single 'click' of the Link on any linked landing and/or sign-up Sites;

(c) continually test and ensure that any Link provided to you is working accurately and links to the relevant full promotional terms and conditions; and

(d) where we update the Links, remove the old Links from the Affiliate Site within 48 hours of notification and only use such updated Links.

5.2. You agree to give us your reasonable assistance in respect of the display, access to, transmission and maintenance of the Links.

5.3. You must only use Links provided by us, or pre-approved by us in writing, to promote the Brand and provide services to us under this Agreement. You are not permitted to create and/or distribute any marketing materials containing any Brand Content without our prior written approval.

5.4. You agree to comply in full with any instructions, guidelines, notices or updates issued by us from time to time in relation to the use of our Brand Content and/or the operation of Links.

5.5. You will not place Links and Brand Content on any website or otherwise online on any site that streams or otherwise makes available content to visitors without appropriate licences from rights holders.

5.6 The Supplier Contracting Entity shall be solely responsible for the payment of any VAT, sales, income or similar taxes imposed or levied by any applicable jurisdiction or any governmental authority on any amounts paid by the Entain Contracting Entity to the Supplier Contracting Entity or any Supplier Associate under this Agreement. All amounts payable by the Entain Contracting Entity to the Supplier Contracting Entity or any Supplier Associate under this Agreement are inclusive of value added tax or similar sales tax, unless otherwise stated. The Entain Contracting Entity is entitled to deduct from any payments made to the Supplier Contracting Entity any withholding tax or other deductions required by law to be deducted from amounts paid by the Entain Contracting Entity

under this Agreement at the prevailing rate. The Entain Contracting Entity will pay such amounts withheld to the appropriate tax or government authority and will provide a copy of any certificate issued by the said authority to the Supplier Contracting Entity, and the Entain Contracting Entity shall provide any other reasonable assistance required to enable the Supplier Contracting Entity to claim a rebate or deduction for, or repayment of, such withholding tax paid. Parties will make best endeavours to ensure that any reductions or exemptions available under the applicable law can be applied.

Regulatory

5.6. You acknowledge and agree that you are required to comply with licence conditions and/or codes of practice issued by Regulators and applicable to us or you. By participating in the affiliate programme, you agree to carry out activities as if you were bound by the same licence conditions and subject to the same codes of practice as us and that you will (without limitation):

(a) at all times throughout the Term, obtain, maintain and comply with all licences, permissions, registrations, consents and/or authorisations you may require (including but not limited to any requirement to obtain an affiliate licence from, or register with, a Regulator) in order to fulfil your obligations under the terms of this Agreement in accordance with all Applicable Law;

(b) comply and act in accordance with the following objectives: (i) preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime; (ii) ensuring that gambling is conducted in a fair and open way; and (iii) protecting children and other vulnerable persons from being harmed or exploited by gambling. For the avoidance of doubt, you acknowledge that deriving revenue from websites that facilitate the infringement of a third party's Intellectual Property Rights, including (but not limited to) unlicensed streaming sites and file download sites, fall under (i) above;

(c) conform and adhere to Good Industry Practice and good business conduct in respect of the activities you carry out under the terms of this Agreement;

(d) provide us with any such information as we may reasonably require in order to enable us to comply with any information reporting and/or other obligations to any Regulator;

(e) not advertise any Links or Brand Content on any website or other internet platform that also advertises any operator that accepts business from any regulated jurisdiction without an appropriate licence; and

(f) ensure that any free-to-play content accessible on or via the Affiliate Site or any ability to place any form of wager (whether or not real money, free bet or bonus or otherwise) is subject to User age verification.

5.7. You will not place any Links and/or Brand Content on pages of the Affiliate Site which are directed at, or are likely to be of particular appeal to, anyone under the age of 18 years (or alternatively the age where they can lawfully participate in betting and/or gaming activities).

5.8. If you wish to place the Links or Brand Content on any medium other than the Affiliate Site, you must first obtain our written consent (which will be provided at our sole discretion).

5.9. We have the right to monitor the Affiliate Site to ensure you are complying with the terms of this Agreement and you shall provide us with all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.

5.10. If we discover that your use of any Link or Brand Content is not in compliance with the terms of this Agreement, we will be entitled to take such measures necessary to render the Links inoperative and this will constitute a breach of this Agreement entitling us to immediately terminate this Agreement in accordance with clause 14.4. Where instructed to do so by us, you shall immediately remove any Link or Brand Content from the Affiliate Site.

5.11. You are not, in any circumstances whatsoever, permitted to target the Links or the Brand Content to any person or entity located in an Excluded Territory.

IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK THE SITE REGARDING ANY CHANGES TO THE [LIST OF EXCLUDED TERRITORIES](#) (WHERE PUBLISHED).

We shall not provide you with any legal or other advice in relation to Excluded Territories and it is your responsibility to take your own legal advice in any jurisdiction you target.

5.12. You warrant and represent to us that you will at all times provide services under this Agreement (including your use of the Links and Brand Content) in accordance with all Applicable Law.

5.13. You warrant and represent to us that you will at all time adhere to the Entain plc Supplier Policy available at <https://entaingroup.com/sustainability/suppliers/>.

Brand Protection

5.14. You must not:

(a) register any domain name or mobile app with a name, logo or appearance that includes any of the Group's trademarks or trade or other brand name operated by us or is, in our sole discretion, determined to infringe our Intellectual Property Rights or be confusingly similar to ours trademarks, brands or logos.

(b) purchase or register keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are identical or similar to any of the Group's trademarks or trade or other brand names from time to time including the Brand;

(c) include metatag keywords on the Affiliate Site; or

(d) (except as expressly permitted in this Agreement) otherwise use marks, terms or images, in each case, which are identical or similar to any of our trademarks or trade or other brand names operated by us or a member of the Group from time to time.

5.15. You warrant and represent that you shall not, nor shall you authorise, allow, assist, or encourage any third party to:

(a) directly or indirectly offer any person or entity any consideration or incentive for using the Links to access the Site;

- (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person;
- (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Site;
- (d) engage in transactions of any kind on the Site on behalf of any third party;
- (e) take any action that could reasonably cause any User and/or Customer confusion as to our relationship with you, or as to the Site on which any functions or transactions are occurring;
- (f) other than providing the Links in accordance with this Agreement (including the IO), post or serve any advertisements or promotional content promoting the Site or the Brand;
- (g) post or serve any advertisements or promotional content promoting the Site or Brand otherwise around or in conjunction with the display of the Site including, but not limited to, any pop-up windows or pop-under windows or "framing" technique or technology;
- (h) attempt to artificially increase monies payable to you by us;
- (i) cause the Site (or any page thereof) to open in a User's browser other than as a result of the User clicking on a Link;
- (j) attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website that participates in our affiliate programme;
- (k) use the Links and/or any Brand Content (including banners, campaigns and promotional material) alongside, in conjunction or in connection with, any inappropriate content (including, without limitation, defamatory or libellous content, lewd, pornographic, obscene or explicit content, pirated content, content that infringes any Intellectual Property Rights, or content which could incite religious hatred or prejudice) and on peer to peer file sharing sites or bit torrents. You shall immediately remove or procure the removal of any Brand graphics, Brand banner advertisements, the Links or Brand Content following notification from us;
- (l) purchase or register keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are aimed at self-excluded and/or vulnerable persons, including (but not limited to) "self-excluded" or "GAMSTOP";
- (m) directly or indirectly engage in benefit from any act or traffic that involves any Prohibited Activity;
- (n) directly or indirectly post, serve, distribute or redirect any advertisements or promotional content promoting or otherwise advertising or marketing the Site (including, without limitation, banners, campaigns and promotional material) to any person or entity located in the Excluded Territories;
- (o) target the Affiliate Site or any Links to any person or entity located in the Excluded Territories;
- (p) engage any Third Party Promoter without our agreement pursuant to clause 5.15;

(q) directly or indirectly allow a Third Party Promoter to breach any of the terms and conditions set out in this Agreement;

(r) refer yourself as a Customer via the Affiliate Site or any other site linked to the Affiliate Account; or

5.16. If we determine, in our sole discretion, that you have engaged in any of the activities set out in clause 5.12 and/or 5.13, we may (without limiting any other rights or remedies available to us) void and/or withhold any monies otherwise payable to you under this Agreement gained through such breach and/or terminate this Agreement under clause 14.4.

5.17. Where we make a determination under clause 5.14 above, you will co-operate and execute all documents and do all things necessary to assist in the transfer of any domain name or other registration to us at your own cost.

Use of Third Parties

5.18. If agreed by us in the IO or from time to time, and at all times subject to this Agreement, you may use affiliate networks, social influencers or other third party marketing channels ("**Third Party Promoter**") to promote the Links. We reserve the right to revoke any such agreement given in respect of a Third Party Promoter at any time.

5.19. The appointment of a Third Party Promoter shall not relieve you from any of the obligations under this Agreement, and you shall be fully responsible for the acts and omissions of any Third Party Promoter as if it was your own act or omission.

5.20. Without prejudice to any other rights and remedies we may have, we shall be under no obligation to accept or pay any Net Revenue derived by a Third Party Promoter if it is not accrued in accordance with the terms and conditions of this Agreement.

5.21. It is your responsibility to make payments to any Third Party Promoter. You agree to indemnify us in full and hold us harmless from any claim made by a Third Party Promoter against us in respect of this Agreement.

Marketing to Users

5.22. Unless otherwise agreed by us, you are not permitted to send any form of direct marketing containing any Links or any Brand Content, including but not limited to, email, SMS, text message or push notifications. For the avoidance of doubt, your use of any Links and/or Brand Content must be pre-approved by us in writing before distribution as set out in clause 5.3 of this Agreement.

5.23. In the event we permit you to send direct marketing containing any Links or Brand Content, you agree that you will have all appropriate consents to send direct marketing and that you will not send any direct marketing to any individual identified as being a self-excluded person.

5.24. Where we make available to you, whether through an API or otherwise, a mechanism to check any direct marketing list against our suppression list (a list of individuals to whom you should not send marketing on our behalf), you agree that you will only send direct marketing with our consent and only after your direct marketing list has been amended appropriately to remove self-excluded or opted-out individuals.

Use of the API

5.25. Where you use our API, you shall:

- (a) use the API in accordance with all manuals and guidelines issued by us from time to time;
- (b) comply in full with all directions and instructions issued by us in relation to the API;
- (c) not (and not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API in whole or in part;
- (d) not access, store, distribute or transmit any Viruses;
- (e) keep all information relating to the API (including any keys and/or access codes) confidential (and such information shall be deemed confidential information for the purposes of clause 17); and
- (f) not provide access to the API to any third party without our prior written consent.

5.26. You may email contact@bwinafricapartners.com should you have any queries regarding your Obligations.

5.27. You shall not share the login details to the Affiliate Account with any third party.

Social Media

5.28. Any use by you of social media shall be in accordance with any guidance we may publish on www.africabetpartners.com from time to time.

5.29. Use of "influencers" or other individuals with large social media followings who provide marketing services for reward in order to advertise the Brand shall be subject to our prior written approval and shall be individuals over the age of 25. Any "influencer" or other similar person shall not be any person whose social media profile, in our reasonable opinion, attracts persons below the legal age for gambling in the targeted jurisdiction.

6. Our Obligations

6.1. We shall supply you with the Links for inclusion on the Affiliate Site.

6.2. Subject to you complying with our instructions with regard to tracking Customers, we shall use our best endeavours to ensure that whenever a User links to the Site through the Links and subsequently becomes a Customer, the relevant Customer is identified as originating from the Affiliate Site. However, we shall not be liable to you in any way if we are unable to identify a Customer as originating from the Affiliate Site.

6.3. We shall be entitled to exercise any of our rights or fulfil any of our obligations hereunder (including, without limitation, our payment obligations pursuant to clause 9) through the Group.

6.4. We make no representation that the operation of the Site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

7. Data Protection

7.1. You warrant that you, the Affiliate Site(s) and any third party engaged by you including Third Party Promoters shall at all times comply in full with Data Protection Laws.

7.2. If you and/or any Third Party Promoter process any data on behalf of us, you and/or the Third Party Promoter must comply with our Data Processing Agreement which can be found in the Appendix below and will form part of this Agreement.

8. Inactivity

8.1. If we deem you to be Inactive, we may freeze your Affiliate Account and notify you that it has been frozen. If we freeze your Affiliate Account and do not receive any response from you, within 30 days of our notification, we will be entitled to (but not obliged), at our sole discretion:

delete your Affiliate Account and terminate this Agreement in accordance with clause 14.2; or

If we notify you of termination and you do not respond within a further 60 day period, any funds remaining within your Affiliate Account at the time of freezing will revert to us and you will have no right to reclaim it.

8.2. If a Customer is deemed to be Inactive we may, at our sole discretion, either:

(a) de-track that Customer (and you will no longer receive any Revenue Share in relation to them); or

(b) decrease the amount of your Revenue Share as per the table in clause 9.5 below for that Customer (irrespective of whether that Customer remains Inactive or becomes active again).

9. Payment

9.1. Any amounts due and payable to you shall be agreed in the IO and shall not be modified other than in accordance with these Terms and Conditions or as agreed in writing between us and you.

9.2. We will provide you with statements accessible through your Affiliate Account detailing the number of Customers and your share of Net Revenues accrued over the course of a calendar month.

9.3. At the end of each calendar month, we will record your Revenue Share. In the event that a Revenue Share in any calendar month is a negative amount, we will be entitled, but not obliged, to carry forward and set off such negative amount against all future Revenue Shares, which would otherwise be payable to you, until the negative balance is set off in full.

9.4. If your Revenue Share does not exceed \$100 in a calendar month we shall be entitled to withhold and carry forward such sum until the end of the next calendar month in which the Revenue Share (including such carried forward sum) exceeds \$100, at which time payment shall be made in accordance with this clause 9. Should you not accumulate 4100 over any 12-month period, we shall be entitled to void any Revenue Share due to you and terminate this Agreement.

9.5. Unless otherwise agreed in writing by us, Revenue Share payable in respect of any Customer shall decrease as per the below table on the third anniversary of that Customer's registration:

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If Primary Product Equals	Primary Rev Share Percentage
SPORTSBOOK	25%
CASINO	25%

9.6. Where possible, all Revenue Share payable by us shall be automatically raised and paid out to the bank account nominated by you within 60 days of the end of the relevant calendar month. In these circumstances, there is no requirement for you to raise an invoice for the Revenue Share. Notwithstanding the foregoing, we may, for technical or other reasons, request that you invoice us for the applicable amount, and we shall pay you within 60 days from receipt of such invoice. We will give you 30 days prior written notice if we require you to invoice us. All invoices must be addressed to the relevant company as set out in [Appendix C](#) below.

9.7. If an error is made in the calculation of the Revenue Share, we reserve the right to correct such calculation at any time and to reclaim any overpayment made by us to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).

9.8. As set out in the definition of Net Revenue, we will not be obliged to pay for any Revenue Share which we deem (in our sole discretion) was generated by Prohibited Activity. If we deem any traffic to be generated by Prohibited Activity, we will notify you as soon as reasonably practicable. We will also be entitled, in such circumstances, to set-off from future amounts payable to you any amounts already received by you which have been generated by any Prohibited Activity.

9.9. We reserve the right to change your chosen payment structure (including the amount of your Revenue Share) at any time by providing you with at least 15 days' written notice. Upon expiry of the 15 day notice period, the new Revenue Share will automatically apply to any new Customers referred to us after this date. If you do not agree to the change then you may terminate this Agreement by notifying us in writing in accordance with clause 14.3. For the avoidance of doubt, in respect of Customers referred to us before the relevant date, the Revenue Share will remain unchanged.

9.10. All calculations in connection with the amount payable to you under this Agreement will be made by us and based solely on our systems' data and records. Our calculations will be final and binding.

9.11. Net Revenues received in currencies other than pounds sterling shall be converted in accordance with our standard currency exchange policy.

9.12. Your selected payment method must match the details provided on registration (or as subsequently updated). Any discrepancy in between your affiliate account records and your payment details may result in delays in payment until we can complete, to our satisfaction, the verification identity or beneficial owner of the recipient account. To do this we may request further documentation from you.

10. Intellectual Property Rights

10.1. We grant to you a non-exclusive, revocable and non-transferable licence to display the Brand Content during the Term solely for the purposes of the display of the Links by you on the Affiliate

Site as set out in this Agreement and in accordance with any guidelines as may be provided to you from time to time by us. All Intellectual Property Rights and any goodwill arising in the Links and in all gambling products, associated systems and software, relating to the services provided by us from time to time, shall remain our property. You are not permitted to use the Brand Content in any way that is detrimental to us, our reputation or goodwill. You are not permitted to alter or modify in any way the Brand Content without our express prior written consent.

10.2. You agree that the Affiliate Site shall not in any way resemble the look and/or feel of the Site, nor will you create the impression that the Affiliate Site is any Site (or any part thereof).

11. Warranties

11.1. Each party to this Agreement represents and warrants to the other that it has and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement.

11.2. You warrant and represent to us that:

(a) you have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement;

(b) that you fully comply with, and shall continue to fully comply with Applicable Law;

(c) the Affiliate Site will not target or be aimed at anyone under the age of 18; and

(d) you are not under the age of either 18 years, or the age at which gambling activities are legal under the law of the jurisdiction where you are located, whichever is greater.

12. Indemnity

You hereby indemnify us and hold us harmless from and against any and all losses, penalties, fines (including from any Regulator), demands, claims, damages, costs (including legal costs), expenses (including, without limitation, consequential losses and loss of profit, if applicable) and liabilities suffered or incurred, directly or indirectly, by us in consequence of any:

(a) breach, non-performance or non-observance by you of any of your obligations under clause 10 above;

(b) action taken by a Regulator against us as a consequence of any act or omission by you; and/or

(c) breach, non-performance or non-observance by you of any of your warranties or representations in this Agreement.

13. Exclusion of Liability

13.1. Nothing in this clause 13 shall limit either party's liability for death and personal injury resulting from its negligence, or for fraud or for any other liability that cannot be limited by law.

13.2. We shall not be liable to you, in contract, tort (including, without limitation, negligence) or for breach of statutory duty or in any other way, for:

(a) any loss of revenues, profits, contracts, business or anticipated savings; or

(b) any loss of goodwill or reputation; or

(c) any indirect or consequential losses,

in each case, whether or not such losses were within the contemplation of you or us at the date of this Agreement.

13.3. Our liability shall not, in any event, exceed the sum of the total monies paid by us to you over the twelve (12) month period preceding the date on which our liability accrued.

13.4. You acknowledge that this Agreement does not impose any exclusivity option on us or any Group company, and we shall be permitted to engage other affiliates as we wish, and neither us or any member of the Group shall be liable in any way whatsoever for engaging in any arrangement competing with you.

14. Term and Termination

14.1. This Agreement shall start on the date that we notify you that your application to join the affiliate programme has been successful and shall continue thereafter until it is terminated in accordance with this clause 14.

14.2. We may terminate this Agreement for convenience at any time and for any reason by giving you 1 week's written notice (including email).

14.3. You may terminate this Agreement for convenience at any time and for any reason by giving us 4 weeks' written notice (including email).

14.4. We reserve the right to terminate this Agreement with immediate effect by notifying you in writing if:

(a) you have breached (or we have reasonable grounds to believe you have breached) any of the terms of this Agreement;

(b) we (acting reasonably) believe that you have breached, or may be in breach, of any Applicable Law;

(c) there is any negative publicity concerning you, or your owner(s) or group companies (if applicable), which we believe may damage the reputation of us, the Brand, the Group, and/or its/their brands;

(d) we believe that our relationship with you might prejudice our or the Group's relationship with any Regulator or of the Group's ability to obtain any gambling licence;

(e) we or any other Group company are ordered or required by any Regulator to terminate this Agreement;

(f) we or any other Group company cease to operate the Sites, or any part thereof;

(g) the termination right in clause 9.4 applies.

14.5. If we commit a material breach of any of our obligations under this Agreement and, if such breach can be remedied, we fail to remedy it within 7 days of the date of receipt of notice from you, you may terminate this Agreement with immediate effect.

14.6. You may terminate this Agreement if we make a change to all or any part of this Agreement pursuant to clause 2.5 and you do not agree to the changes, such termination to take effect at the end of the 7 day period referred to in clause 2.5 (unless you do not agree to a change we have made which we believe is required under Applicable Law, in which case termination shall take effect when we receive notice from you).

14.7. Either party ("**Non-Defaulting Party**") may terminate this Agreement with immediate effect by written notice to the other party ("**Defaulting Party**") if the Defaulting Party becomes insolvent or unable to pay its debts (as defined in Section 123 of the English Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets or if any petition 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.

14.8. Without prejudice to any other right or remedy available to us, if you breach this Agreement and/or we are required to do so by Applicable Law, we shall be entitled (but not obliged) to suspend any or all of your rights under this Agreement, with immediate effect. Your obligations under this Agreement shall continue during any period of suspension.

14.9. If you have failed to fulfil any of your obligations and responsibilities under this Agreement, we will not be obliged to pay you the Revenue Share otherwise owing to you on termination or thereafter, where applicable.

15. Consequences of Termination

15.1. Immediately following the termination of this Agreement you must:

- (a) remove all of the Links and the Brand Content from the Affiliate Site; and
- (b) disable any Links from the Affiliate Site to any Site, and stop any activity relating to Links.

All rights and licences granted to you in this Agreement shall immediately terminate.

15.2. If we terminate this Agreement for convenience pursuant to clause 14.2, or you terminate this Agreement under clause 14.5, your Revenue Share will automatically decrease as per the table in clause 9.5 above for a period of 1 year after the date termination takes effect (the "**Run Off Period**"). At the end of the Run Off Period no further Revenue Share shall be due and payable to you.

15.3. If you terminate this Agreement pursuant to clause 14.3 or 14.6, no further Revenue Share shall be due and payable to you after the date termination takes effect. For the avoidance of doubt, the Run Off Period shall not apply.

15.4. If we terminate this Agreement under clause 14.4, no further Revenue Share shall be due and payable to you from the date of your breach.

15.5. The parties shall have no further obligations or rights under this Agreement after the end of the Term and/or Run Off Period (if applicable), without prejudice to any obligations or rights which have accrued to either party at the time when the Agreement ends, save that clauses 5.12, 5.13, 5.14, 12, 13, 15, 17, 18 and 22, together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

16. Change of Control

16.1. If you have a change of Control during the Term we shall be entitled to (at our sole discretion and option):

- (a) revert to our "standard" Revenue Share (if you are not already on this Revenue Share);
- (b) reduce the Revenue Share as per the table in clause 9.5 above for all Customers from the date on which the change of Control occurred; or
- (c) terminate this Agreement in accordance with clause 14.2.

16.2. If you have a change of Control during the Term, you agree to provide us with identity verification and supporting documentation in accordance with clause 4 of these Terms and Conditions.

17. Confidentiality

17.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or affiliates of the other party or of any member of the group of companies to which the other party belongs which is expressed to be confidential or which might reasonably be deemed to be confidential, except as permitted by clause 17.2.

17.2. Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17, and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

18. Audit

18.1. You shall maintain, in accordance with Good Industry Practice, complete, accurate and up to date accounting books, records and supporting documentation in connection with this Agreement. You shall retain such records for the duration of this Agreement and for a minimum period of two (2) years thereafter, or such longer period as may be required by Applicable Law.

18.2. We (or our authorised representatives) shall have the right, at no charge to us and on reasonable notice during normal business hours, to inspect, audit and (where deemed necessary by

us) copy any records and agreements (subject to giving appropriate confidentiality undertakings) to verify the accuracy of compliance with this Agreement by you.

19. Anti-Bribery

19.1. You shall comply with all Anti-Bribery Requirements and not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; any sub-contractor or supplier, any of our partners, or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements. You will notify us of any breach or potential breach of this clause immediately by sending an email to generalcounsel@entaingroup.com.

20. Anti-Facilitation of Tax Evasion

20.1. You shall not engage in any activity, practice or conduct which would constitute an offence under the English Criminal Finance Act 2017 and shall have and maintain such policies and procedures to prevent the facilitation of tax evasion by another person (whether or not that person is your employee, agent or other person associated with you).

20.2. You shall notify generalcounsel@entaingroup.com immediately if you become aware of any breach or potential breach of clause 19.1 or if you have reason to believe that you, or any person associated with you, has received a request to facilitate the evasion of tax in respect of the services provided under this Agreement

21. Modern Slavery

21.1. In performing your obligations under this Agreement you will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the English Modern Slavery Act 2015. You will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity were carried out in the UK and you shall ensure that in all agreements with your direct sub-contractors and suppliers are subject to obligations no less onerous than these.

21.2. You will maintain a complete set of records to trace the supply chain of all goods and services provided to us in connection with this Agreement and you will notify generalcounsel@entaingroup.com if you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

22. General

22.1. This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute

either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

22.2. No forbearance or indulgence on the part of us in enforcing the Agreement shall prejudice our rights under the Agreement nor is it to be construed as a waiver of such rights.

22.3. If any clause in the Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of the Agreement will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.

22.4. Except as otherwise expressly stated in this clause 22.5, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement) under the Contracts (Rights of Third Parties) Act 1999. In accordance with section 1 of the English Contracts (Rights of Third Parties) Act 1999, the any member of the Group shall be entitled to enforce all of the rights and benefits under the Agreement at all times as if such member of the Group were a party to the Agreement. The consent of the any other member of the Group is not required for any rescission, variation or any termination of the Agreement by us and you.

22.5. You shall not, without our prior written consent, assign, transfer or subcontract all or any of its rights or obligations under the Agreement. We shall be entitled to exercise any of its rights or fulfil any of its obligations hereunder (including its payment obligations) through any company within the Group. In addition, we shall be entitled to assign, transfer and/or sub-license its rights and obligations under the Agreement to any company within the Group without your consent.

22.6. The Agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.

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

APPENDIX A

Data Processing Agreement

1. Definitions

1.1 The parties agree the following definitions set out below:

'Data' means the Company's Personal Data and/or the Supplier's Personal Data (as relevant in the specific context)

"Data Controller" (or Controller), "Data Processor" (or Processor)"Data Subject", "Personal Data", "Processing", and "Sensitive Personal Data" (or special categories of Personal Data) all have the meanings given to those terms in Data Protection Laws (and related terms such as "Process" and "Processed" shall have corresponding meanings);

"Data Protection Laws" means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business

Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case, as amended, revised or replaced from time to time (in particular, by operation of the Directive 2009/136/EC, and the General Data Protection Regulation (EU) 2016/679 ("GDPR")) and all applicable national implementing legislation and guidelines, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time.

"Data Subject Request" means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;

"DP Losses" means all liabilities and amounts, including all:

a. costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material or non-material damage, which includes emotional distress);

b. loss or damage to reputation, brand or goodwill;

c. to the extent permitted by applicable laws and regulations:

i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;

ii. compensation paid to a Data Subject; and

iii. the costs of compliance with investigations by a Supervisory Authority;

"GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

"Standard Contractual Clauses" means, in respect of any transfers of Personal Data from: (a) the European Economic Area to third countries, the standard contractual clauses annexed to the EU Commission decision EU 2021/914 of 4 June 2021 as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries (and as updated from time to time); or (b) the UK and/or Gibraltar to third countries, the EU clauses under (a) as amended by the UK Addendum issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018 or, where these do not apply, any standard contractual clauses or international data transfer agreements approved by the UK Information Commissioner's Office or Gibraltar Regulatory Authority for the transfer of personal data to third countries (and as updated from time to time).

"Security Breach" means a breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Company Data;

"Services" means the services provided to Company by the Affiliate pursuant to the Agreement;

"Sub-Processor" means any other person or entity to whom or to which the Affiliate sub-contracts or outsources the processing of Company data; and

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

1.1 References to the Affiliate that follow this Section 1, are references to the Affiliate and any other parties acting under its authority.

1.2 Unless otherwise provided:

(a) a reference to a defined term which is not defined in this Appendix, shall have the meaning given to it in the Agreement; and

(b) unless otherwise provided the words and expressions defined in, and the rules of interpretation of, the Agreement shall have the same meaning in this Appendix.

2. Arrangement between the parties

2.1 The Parties acknowledge that the factual arrangement between them dictates the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, the Parties anticipate that each Party shall act as a Data Controller in respect some of the Processing of the Data, and in these circumstances shall each be a Data Controller of the Data acting in common, as follows:

a) we shall be the Data Controller of the: (i) Customer Data; (ii) your employee contact Data for internal business purposes; and (ii) where it is Processed by us in accordance with the Agreement;

b) you shall be the Data Controller of the: (i) User Data for your own internal business purposes; and (ii) our employee contact Data where it is Processed by it in accordance with the Agreement;

2.2 The Parties also acknowledge that the Affiliate may act in the capacity of the Data Processor as follows:

a) you shall be the Data Processor in relation to its Processing of our Data which has been made available to you by us (whether directly or indirectly) for the purpose of performing your obligations under the Agreement.

3. Specific obligations on controllers

3.1 Each Party shall comply with Data Protection Laws and its obligations under this Agreement Each Party agrees to use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws. Neither Party shall, by its acts or omissions, cause the other Party to breach its respective obligations under the Data Protection Laws.

3.2 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the other Party to Process the Data as required in order to obtain the benefit of its respective rights and to fulfil its respective obligations under this Agreement in accordance with the Data Protection Laws.

4. specific obligations on processors

4.1 In respect of Company Data, where the Company is the Data Controller and the Affiliate is a Data Processor clauses 5 to 11 shall apply.

5. Data Processing Instructions

5.1 The Affiliate shall process Personal Data only for the purposes of providing the Services under this Agreement and in accordance with Company's lawful documented instructions as set out in this Agreement and as otherwise provided in writing from time to time. All information generated as a result of this processing remains the Company's property, unless stipulated otherwise in the

Agreement. In the event the Affiliate is of the view that these instructions infringe Data Protection Laws, the Affiliate shall where lawful promptly inform the Company of this.

5.2 Details of the Company Data Processed are set out in the Data Processing Details Appendix of in Schedule 1.

5.3 The Affiliate shall not Process Company Data for its own purposes or include Company Data in any product or service offered to third parties, or carry out any further research, analysis or profiling activity which involves the use of any part of Company Data.

6. Affiliate Personnel and SUB PROCESSORS

6.1 The Affiliate shall not engage any Sub-Processor without prior written approval from Company

6.2 The Affiliate shall ensure the reliability of its employees and Sub-Processor personnel who access Company Data ensuring that such employees and personnel have undergone appropriate training in the care, protection and handling of Personal Data and have signed agreements requiring them to keep Company Data confidential.

6.3 The Affiliate shall ensure any Sub-Processor enters into a written agreement that imposes the same obligations on the Sub-Processor as are imposed on the Affiliate under Appendix A.

6.4 The Affiliate shall remain fully liable to Company for the performance of the Sub-Processor's data protection obligations.

7. Data transfers

7.1 The Affiliate shall not transfer any Company Data outside of the European Economic Area (the "EEA") , the UK and/or Gibraltar without Company's express prior written consent. Where the Company does consent to the transfer of Company Data outside of the EEA, the Affiliate must comply with all applicable provisions of the Data Protection Legislation relating to the transfer of such Company Data outside of the EEA and/or the UK, and undertakes to take all steps necessary to comply with those provisions, which may include the Affiliate (or, where applicable, the Affiliate's affiliate, sub-processor or other relevant third party) entering into Standard Contractual Clauses with the Company and shall apply and be incorporated by reference as if fully set forth, and shall form an integral part of this Agreement

7.2 In the event that the adequacy decision granted in respect of the Standard Contractual Clauses is invalidated or suspended, or any Supervisory Authority requires transfers of Personal Data pursuant to such Standard Contractual Clauses to be suspended, then Company may, at its discretion, forthwith require the Affiliate to:

7.2.1 cease Personal Data transfers forthwith, and implement an alternative adequacy mechanism (as authorised in writing by Company); or

7.2.2 return all Company Data previously transferred, and ensure that a senior officer or director of the Affiliate certifies to Company that it does not retain any of the Company Data for longer than is necessary to perform its obligations under the Agreements and upon Company's reasonable request, securely destroy or return the Company Data.

7.3 In the event of any inconsistency between the terms of the Standard Contractual Clauses and the terms of this Agreement, the terms of the Standard Contractual Clauses shall prevail.

8. Security and Data Breach Notification

8.1 The Affiliate shall (prior to Processing Company Data) implement and (on an ongoing basis) maintain appropriate technical and organisational measures, in accordance with best industry practices, in relation to the processing of Company Data to ensure a level of security appropriate to the risk of accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction of Company Data, in a manner that meets the requirements of Data Protection Laws.

8.2 The Affiliate shall in complying with clause 8.1 take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and implement measures including inter alia as appropriate:

8.2.1 the pseudonymisation and encryption of Company Data during transition and when at rest (on backup media or otherwise);

8.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services. This will include but not limited to access control mechanisms, data segregation capabilities, regular system patching and monitoring, antivirus control, scheduled backups and protection of sensitive data;

8.2.3 the ability to restore the availability and access to Company Data in a timely manner in the event of a physical or technical incident;

8.3 The Affiliate shall notify Company by sending an email to securityincidents@entaingroup.com without undue delay (and in any event within 24 hours) after becoming aware of any Security Breaches, which include breaches or unauthorised disclosures of Company Data.

8.4 The Affiliate shall provide Company with a detailed description of the Security Breach, the type(s) of data that was the subject of the Security Breach and the identity of each affected person as soon as such information can reasonably be collected by the Affiliate or otherwise becomes available to the Affiliate, as well as any other information Company may reasonably request relating to the Security Breach.

8.5 The Affiliate shall take action immediately to investigate the Security Breach and to identify, prevent and make reasonable efforts to mitigate the effects of any such Security Breach in accordance with its obligations under clause 8, and with Company's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach and prevent such Security Breaches to reoccur in the future.

8.6 The Affiliate agrees to fully cooperate with the Company and any law enforcement, regulatory official or Supervisory Authority in connection with any Security Breaches, including without limitation any investigation, reporting or any other obligations required by applicable law as well as any dispute, inquiry of claim that may arise from these.

8.7 The Affiliate shall not release or publish any filing, communication, notice, press release, report, or the like concerning any Security Breach in respect of Company Data without Company's prior approval.

9. Assistance

9.1 To the extent related to its Processing of Company Data, the Affiliate shall:

9.1.1 Forward to Company (without undue delay) any requests received from Data Subjects of Company Data exercising Data Subject Rights under Data Protection Laws.

9.1.2 Provide Company with all reasonable assistance with any requests received from Data Subjects of Company Data exercising Data Subject rights under Data Protection Laws.

9.1.3 Provide Company with all reasonable assistance to enable Company to conduct any data protection impact assessments and consultations with (or notifications to) relevant regulatory authorities (including Supervisory Authorities) that it is required to undertake under Data Protection Laws.

9.1.4 Provide Company with all reasonable assistance in complying with its obligation under Data Protection Laws to implement and maintain appropriate technical and organizational security measures in relation to the processing of Company Data.

10. Deletion or return of Data

10.1 The Affiliate shall not retain any copy, abstract, precis or summary of any of the personal data, except as required for the performance of the Affiliate's obligations under the Insertion Order. Upon termination or expiry of the IO, the Affiliate shall (at the Company's request) destroy or return to the Company (or the Data Controller as requested) all Company Data in its possession or control, and delete existing copies (subject to any legal obligations on the Affiliate to keep Company Data longer). The Affiliate shall (at the Company's request) provide Company with written confirmation of destruction/deletion of Company Data.

11. Information requests and Audits

11.1 The Affiliate, or any third parties engaged by the Affiliate, shall allow for audits (including inspections) conducted by either the Data Controller, Company or a representative mandated by either the Data Controller or Company for the purpose of demonstrating the Affiliate's compliance with its obligations under this Appendix A. The Affiliate agrees to fully cooperate in any such review and if required by the Company to provide an appropriate remediation plan.

11.2 The Affiliate shall (at Company's request) provide Company with necessary information to demonstrate the Affiliate's compliance with the obligations under this Appendix A.

12. Indemnity

12.1 Without prejudice to any other indemnity contained in the Agreement, the Affiliate shall indemnify and keep indemnified the Company from and against all DP Losses (including, but not limited to, regulatory fines and penalties) suffered or incurred by, awarded against or agreed to be paid by the Company, arising from or in connection with any breach by the Affiliate of this Appendix A or of Data Protection Laws.

13. Variation

13.1 If at any time, in our opinion, we need to amend the Agreement or this Appendix in order to comply with our obligations under Data Protection Laws, including Article 28 of the GDPR, you agree to enter into a written variation of the Agreement to make the amendments which in our opinion are required. In the event such amendments are not able to be agreed, the parties acknowledge and agree that no further Processing of the Personal Data under the Agreement will be carried out until such variation has been agreed and executed.

13.2 If at any time, we request you to, or procure that any third party appointed by you who processes Personal Data for and on behalf of you in relation to your provision of the services to us to execute Standard Contractual Clauses(to be entered into directly with us) which have been approved by the European Commission or a Supervisory Authority , in order for us to comply with its obligations under Data Protection Laws, you agree to and to procure that the relevant third party shall, promptly execute such Standard Contractual Clauses on request.

Schedule 1

Data Processing Details Appendix

1. SUBJECT-MATTER, NATURE AND PURPOSE OF THE PROCESSING:

The context for and purposes for the Processing of Company Data is the Affiliate's provision of the applicable Services.

2. DURATION OF PROCESSING:

Processing of the Company Data by Affiliate shall be for the term of the Agreements, provided that Company Data shall not be Processed for longer than is necessary for the purpose for which it was collected or is being Processed (except where a statutory exception applies).

3. PERSONAL DATA IN SCOPE:

Affiliate may Process the following types/categories of Personal Data:

Personal Data, consisting of:

personal details

contact details

marketing information

data analytics

device information

Sensitive Personal Data/other special categories of Personal Data, consisting of:

None

4. PERSONS AFFECTED (DATA SUBJECTS):

The group of Data Subjects affected by the Processing of their Personal Data consists of:

Customers

APPENDIX C

Jurisdiction	Brand	Domain	Relevant Entity	Invoice Address	VAT No	Company No
UK	BWIN	Bwin.com.zm	ENTAIN WAVE LIMITED	3rd Floor One New Change, London, United Kingdom, EC4M 9AF	GB311652732	03984719

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London, United Kingdom, EC4M 9AF

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Terms and Conditions

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