

VERSION OCTOBER 2022

The following terms and conditions represent the legally binding agreement (this "Agreement") which will govern your participation in our Affiliate Program.

The solispartner Website solispartner.com is owned and operated by:

SOLIS ORTUS SERVICE LIMITED
The Plaza Business Centre, Level 6,
Bisazza Street,
Sliema, SLM 1640
Malta

Hereinafter together to be referred to as "the Operator" or "we" or "us" or "our" or "Solis Ortus". "Affiliate", "you" and "your" means a member of the Solis Ortus Affiliate Program.

PREAMBLE

By completing and submitting the application form found on the Solis Ortus website which the Affiliate can locate by clicking LOGIN & REGISTER (the "Application"), the Affiliate is deemed to have agreed to be bound by all the terms and conditions set out in this Agreement. By clicking the "I have read and agree to the terms and conditions" box (or similar wording) on the registration form you accept the terms and conditions of this Agreement, which is a legally binding Agreement between you and us. In addition, if you are operating in Germany the terms in the Appendix are included and incorporated into the Agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

1.1 "Affiliate" means the person who has registered and is accepted by the Operator as an affiliate of the Affiliate Program in terms of this Agreement.

1.2 "Affiliate Program" means the Solis Ortus Affiliate Program operated by the Operator and forming the subject matter of this Agreement.

1.3 "Affiliate Website" shall mean any website or application owned and/or operated by the Affiliate or on behalf of the Affiliate and any other marketing methods including without limitation emails, all as identified in the Application.

1.4 "My Account" means the area of the Solis Ortus Partners website that is accessible to you and that provides certain 'members only' functionality, including facilities to check relevant statistics, update your profile, create additional Tracker IDs, select Banners and/or Text Links. All Commissions payable to the Affiliate are displayed into My Account, unless specifically agreed otherwise.

1.5 "Marketing Materials" means Banners and Text Links and any other marketing materials that have been provided or otherwise made available to you by us and/or pre-approved by us.

1.6 "Banners" and "Text Links" means the graphical artwork or text that includes tracker IDs and bonus codes that are made available by us in the Partner Area within My Account and that you may use to connect Players to our Services from the Affiliate Website or using other Marketing Materials.

1.7 "Tracker(s)" means the unique Tracking URL that we provide exclusively to you, through which we track Players and Real Money Players' activities and calculate Commission.

1.8 "Loyalty Scheme" shall mean any bonus system which awards Real Money Player points for their betting activities on our Website.

1.9 "Commission" is the amount due and payable to you, as calculated based solely on our system's data and in accordance with the terms of this Agreement and the applicable Payment Plan.

1.10 "Fraud Traffic" shall include, but shall not be limited to: revenues or traffic generated on the services through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including but not limited to: cookie dropping; incentivized activities; forced clicks; acquisition of Players and / or data through illegal means or similar actions; unauthorized use of copyrights, third-party accounts, trademarks or other third-party Intellectual Property Rights (this includes our own Intellectual Property Rights); creation of false accounts for the purpose of generating Commission; collusion; deposits generated on stolen credit cards; any activity that constitutes Fraud Traffic under 3.4 or 3.5 below; and collusion, bonus fraud or other misuse of promotional materials, manipulation of services or the system.

1.11 "Group" shall mean us and all our group companies that are Controlled by, Controlling, or under common Control with us, including subsidiary companies and any holding company of ours, and any subsidiary of such holding company. The term "Control" means that a person possesses (directly or indirectly) the power to direct or cause the direction of the management and policies of another

person, whether through the ownership of voting shares, partnership interests, representation on its board of directors or similar governing body or by contract, or otherwise, and "Controls" and "Controlled" shall be interpreted accordingly. Without limiting or derogating from the generality of the foregoing, a person shall be deemed to Control another if they hold more than fifty per cent (50%) of any one of the means of control described above.

1.12 "Intellectual Property Rights" means rights to all existing and future design rights, patents, trademarks, service marks, trade or business names (including domain names), registered designs, moral rights, copyrights (including rights to computer software), format rights and topography rights (whether or not any of these is or are registered and including applications for registration), database rights, trade secrets, know-how and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

1.13 "Minimum Required Deposit" means the minimum amount required to open a Player Account as set out on our Site(s), depending on the payment method, jurisdiction and Brand. Such deposits must then add up to a cumulative deposit for each Player in order to satisfy the qualifying criteria, currently set at 1,00 Euros. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the amounts at any time according to clause 2.6. All amounts are calculated in EUROS.

1.14 "Net Revenue" means the Casino Net Revenue and the Sportsbook Net Revenue, as may be applicable.

1.15 "Brands" means all logos and trademarks and all domains and brand names that contain, are confusingly similar to or are comprised of our brands or any other name or brand owned by us or any company within the Group.

1.16 "Payment Plan" means the payment plan on the basis of which the Commission shall be calculated as agreed between the Parties, which shall be either:

(i) CPA Commission; or

(ii) Revenue Share Commission (where legally permitted); or

(iii) Hybrid as a mixture of CPA Commission and/or Revenue Share Commission and/or fixed monthly fee.

1.17 "Player(s)" means any person using any Services on our website whether attached to your Tracker or not.

1.18 "Player Account" means a uniquely assigned account that is created for a Player when he/she successfully registers for the Services via a Tracking URL.

1.19 "Real Money Player(s)" means any person who is attached to your Tracker and who:

(i) is not located in an Excluded Territory;

(ii) has made the Minimum Required Deposit;

(iii) has adequately fulfilled any other qualification criteria based on gaming activity that we may introduce from time to time per territory at our sole discretion;

(iv) has not been a Player with us before;

(v) is accepted by the Operator as a Player under any applicable sign up or identity verification procedure, including any applicable age or ID verification, and has successfully registered and opened an account with the Operator for the purposes of participating in the gaming activities offered by the Operator; and

(vi) carries out the above-mentioned actions in 1.20 within 180 (one hundred and eighty) days of registering on the Website through the Tracker.

1.20 "Excluded Territories" has the meaning set out in clause 3.8.

1.21 "Services" means any product or service offered to Players on our Website.

1.22 "Website" or "Site" means all websites, apps and any other online-site or -platform that are owned, operated or controlled by or on behalf of us or the Group and each of its related pages through which a Player opens a Player Account and/or accesses our Services.

1.23 "Spam" means any email or other electronic communication you send that markets, promotes or that otherwise refers to us, the website or our Services or contain any Marketing Materials, our Brands or Trackers and that breaches our electronic marketing rules.

1.24 "Term" means the period from the date that you acknowledge and accept the terms of this Agreement by indicating such acceptance on the Affiliate sign-up form, until this Agreement expires or is terminated in accordance with its terms.

1.25 "Casino Net Revenue" means, in relation to gaming services consisting of online casino games, the amount of casino wagers placed by Real Money Player(s) in the relevant calendar month less:

(i) the casino winnings lawfully and legitimately paid by the Operator to Real Money Players in consequences of the casino wagers placed by Real Money Players;

(ii) the casino bonuses;

(iii) Chargebacks;

(iv) Gaming Taxes;

(v) Administration fees

(vi) returned and/or void stakes; and

(vii) any other revenue returns, credits, compensations and refunds given to Real Money Players.

1.26 "Sportsbook Net Revenue" means, in relation to gaming services consisting of online sports betting, the amount of sportsbook bets placed by Real Money Player(s) in the relevant calendar month less:

(i) the sportsbook winnings lawfully and legitimately paid by the Operator to Real Money Players in consequences of the sportsbook bets placed by Real Money Players;

(ii) the sportsbook bonuses provided to Real Money Players;

(iii) Chargebacks;

(iv) Gaming Taxes;

(v) Administration fees;

(vi) returned and/or void stakes; and

(vii) any other revenue returns, credits, compensations and refunds given to Real Money Players.

1.27 "Chargebacks" or credit is a credit card transaction which is not collectable by a credit card company as a result of Real Money Players non-payment or fraudulent credit card use, or other Real Money Player payment transaction which is revoked and for which a credit is given.

1.28 "Gaming Taxes" mean any tax, duty or levy, including VAT or equivalent, payable by the Operator(s) to any authority in any jurisdiction in respect of bets, stakes, rakes or fees received from Real Money Players.

1.29 "Administration fees" means third party fees, including payment processing fees, any end-user verification and validation fees, software royalties and any game content fees.

1.30 "CPA Commission" shall mean a one-off payment for each Real Money Player registered by us on our systems in any calendar month, the amount to be agreed by you and us as a condition to our acceptance of your Application.

1.31 "Revenue Share Commission" shall mean, as applicable, that percentage of (a) Casino Net Revenue; and/or (b) Sportsbook Net Revenue.

2. GENERAL

2.1 You, as an Affiliate, are providing, under this Agreement, marketing services to us, as an independent, responsible contractor. Neither party to this Agreement is an agent, representative or partner of the other party. You shall have no right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, us. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between us and you or to impose any liability attributable to such a relationship upon either party.

2.2 Your right to market and promote our Site(s) on your Affiliate Websites is at all time subject to the obligations, limitations and restrictions of this Agreement. We reserve the right to randomly check your compliance with these the obligations, limitations and restrictions.

2.3 You agree that you are solely responsible for the development, operation and maintenance of your Affiliate Websites. You will ensure that no material appears at any time on your Affiliate Websites which results or could result in your Affiliate Websites being confused with our Sites. Any costs (marketing or otherwise) that the Operator has not expressly agreed to pay or contribute to in accordance with the provisions of this Agreement shall be borne exclusively by you.

2.4 The Affiliate warrants, agrees and undertakes that the Affiliate Website(s) shall only promote and market websites of gambling operators who have been granted a license in the relevant jurisdiction. Therefore, we may reject your application or terminate the agreement if you promote in any way whatsoever any unlicensed products or services, including but not limited to, any unlicensed online gambling websites or operators. The affiliate is solely liable for violations of advertising regulations of the respective country.

2.5 In the event there is a conflict between this Agreement and any other additional terms, this Agreement shall govern our relationship with you and replaces and take precedence on any previous affiliate agreement you have entered with us, or a member of the Group in relation to the Site you are advertising.

2.6 Both sides are aware that the object of the Agreement is subjected to sudden changes in regulations, both national and European, deriving from the rapid technological development and the problems inherent in the matter itself and thus commit themselves from now on that if these changes interfere somehow with the Agreement, it can be modified to make it compliant to the new rules or Operator's new policy at any time, in our sole discretion, by either:

(i) emailing you a change notice or

(ii) by posting the new version of the Agreement on our Website.

All modifications to the Agreement will take effect immediately after posting or sending of any such notice. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE AFFILIATE NETWORK FOLLOWING SUCH POSTING WILL BE DEEMED BINDING ACCEPTANCE OF THE MODIFICATION. You hereby consent that Solis Ortus may unilaterally terminate, vary or transfer this Agreement at any time.

In addition to the aforesaid, we reserve the right, at any time and at our sole and absolute discretion, to amend and/or alter any provisions of this Agreement without providing any advance notice to the

Affiliate. It is the Affiliate's responsibility to keep informed of the latest terms and conditions of this Agreement and to continuously comply with the terms of the Agreement as well as with any other rules, guidelines and policies brought forward from time to time.

2.7 We may reject your Application or terminate this Agreement with immediate effect, if we determine, in our sole discretion, that the Affiliate Website (or any part thereof) is not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Websites that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains:

(i) sexually explicit, pornographic or obscene content (whether in text or graphics),

(ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise),

(iii) graphic violence,

(iv) politically sensitive or controversial issues or

(v) any unlawful behavior or conduct.

Similarly, we shall reject your Application or terminate this Agreement if we determine, in our sole discretion, that any of your Affiliate Websites are designed to appeal to minors.

2.8 Commissions shall be paid following the issuance of an invoice by the Affiliate to the Operator.

2.9 Prohibited Jurisdictions. You will not, nor will any person on your behalf or with the permission or authority, explicit or implied, market or promote our Site(s) to residents of Excluded Territories or other jurisdictions where gambling and/or the promotion thereof is illegal, and no resident of any Excluded Territory and/or other jurisdiction where gambling is illegal shall be permitted to become a Player.

2.10 Territorial licensing restrictions. In conducting your marketing and promotional activities under this Agreement you will comply with any jurisdictional limitations applying to our Site(s) which are imposed under the various gambling license(s) applicable our Site(s), including only marketing any of our Site(s) which are targeted and licensed by a particular jurisdiction to the residents of that jurisdiction.

2.11 Legal Compliance. 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, including to market, promote and advertise the Site in accordance with the terms of this Agreement. You will fully comply with all applicable laws and regulations including but not limited to any advertising codes, Gambling-, Data protection- and Competition Laws in following markets (where applicable): Germany.

3. MARKETING ACTIVITIES AND RESPONSIBILITIES

3.1 You will be solely responsible for the technical operation of your Affiliate Website(s) and the (legal) accuracy and appropriateness of the Marketing Materials posted on therein.

3.2 You undertake, at your sole cost and expense, to use your best efforts to actively and effectively advertise, market and promote the Site and to refer potential Real Money Players to the Sites as much as possible in order to maximize the benefit to the parties hereto, on the terms and subject to the conditions of this Agreement. You further agree and undertake to place the Marketing Materials provided by in a prominent place on the Affiliate Website on such instructions as we may provide from time to time. You will be solely liable for the content and manner of such marketing activities and to abide with such rules and guidelines published or made known by us from time to time. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws and otherwise comply with the terms of this Agreement. You shall not yourself, nor shall you authorize, assist or encourage any third party to:

3.2.1 Target persons who are at least 18 years of age;

3.2.2 Marketing the Sites in any way which might compete with our own marketing efforts, unless you have received written approval from us in such regard to market;

(i) on any website on which we promote any of the Sites;

(ii) by using pay per click and/or search engine optimization marketing techniques in order to target our Brands or keywords associated with our Brands or other keywords which are confusingly similar to our Brands;

(iii) in any other manner that results in you competing with us in relation to the promotion of any of the Sites; or

(iv) otherwise where we request that you cease the same;

3.2.3 Breach the electronic-marketing-rules;

3.2.4 Place Marketing Materials on any online site or other medium where the content and/or material: copies or resembles the Website in whole or in part; infringes or aids in the infringement of the Intellectual Property Rights of any third party; frames any page of the website in whole or in part; or disparages us or otherwise damages our goodwill or reputation in any way. Failure to remove any infringing content from your website shall be deemed a material breach of this Agreement which is incapable of remedy and we reserve the right to suspend or terminate any of your Trackers or to terminate this Agreement in its entirety, immediately without notice;

3.2.5 Register as a Player on behalf of any third party, or authorize or assist (save by promoting the Site and Services in accordance with this Agreement) any other person to register as a Player;

3.2.6 Take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the Site or service on which any functions or transactions are occurring.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may withhold any Commission and/or terminate this Agreement immediately on notice, and this without prejudice to any of our rights and remedies in terms of this Agreement or Applicable Law.

3.3 You shall only use the Marketing Materials provided by us. You are not allowed to modify any promotion material given to you, including tracking links. Failure to use correct information in this regard will result in our inability to track your Customers. You further acknowledge and accept that the Operator may, acting reasonably, require you to make corrections, improvements and/or amendments to the manner in which the links and other promotional material are being displayed.

3.4 Commercial Use Only. This marketing opportunity is for commercial use only. You shall not register as a Player or make deposits to any Player Account (directly or indirectly) through your Tracker(s) (or any Sub-Affiliate's tracker(s) for your own personal use and/or the use of your friends, advisors, agents, relatives, or employees, or otherwise attempt to artificially increase the Commission payable to you or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic.

3.5 Trademarks and Domain Names. You acknowledge that we, the Group and/or our third party licensors own all Intellectual Property Rights comprised in any and all of the Marketing Materials, our services, the Site and our Brands. Any use of any trade mark, domain name or trade name that contains, is confusingly similar to or is comprised of our Brands (other than in accordance with the

terms of this Agreement) without our prior written permission shall be unauthorized and further may constitute Fraud Traffic. By way of example, but without limitation, YOU MAY NOT REGISTER A DOMAIN NAME THAT INCLUDES OUR BRANDS OR BRANDS CONFUSINGLY SIMILAR TO OUR BRANDS. You agree that all use by you of our Brands including any use of a domain name that includes our Brands or Brands confusingly similar to our Brands inures to our sole benefit and that you will not obtain any rights in our Brands as a result of such use. You shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are comprised of our Brands. You hereby agree to transfer any domain names or trade mark application or registrations in respect of our Brands or Brands confusingly similar to our Brands you may hold or control to us upon demand. You further agree not to attack or challenge our ownership of and title to our Brands in any way.

3.6 No Group Employees. If you are a consultant, officer, employee, director or agent of us or the Group, or licensors, suppliers or vendors of us, you are not permitted to participate in the Affiliate Program or to use directly or indirectly any of the Sites, other than in the course of your employment as a Group employee. Similarly, relative of our employees or Group employees are not permitted to participate in the Affiliate Program or to use directly or indirectly any of the Sites. For these purposes, the term "relative" shall include (but not be limited to) any parent, spouse, sibling, child or partner.

3.7 Good practice. You will use your best efforts to promote our Site(s) in a manner that is consistent with good business ethics and which does not reflect adversely upon our name, image or reputation and that of our Group and Brands.

3.8 Excluded Territories. You will not market or promote any Site within or to persons from any Excluded Territories; or be involved in any traffic coming from any Excluded Territories; or allow, assist or encourage circumvention of any restriction put in place by us and/or any Site in connection with Excluded Territories. "Excluded Territories" include the territories indicated in the list below, which may be changed by us from time to time and shall be notified to you. The Excluded Territories are as follows: USA AND ITS TERRITORIES, AFGHANISTAN, ANTIGUA AND BARBUDA, BULGARIA, CUBA, CYPRUS, ESTONIA, CHINA, HONG KONG, HUNGARY, IRAN, IRAQ, ISRAEL, KAHNAWAKE, LATVIA, LIBYA, MACAU, NETHERLANDS ANTILLES, REPUBLIC OF SERBIA, SUDAN, SYRIA, THE PHILIPPINES, TURKEY, FRANCE, FRENCH SOUTHERN TERRITORIES, GUADELOUPE, MARTINIQUE, FRENCH POLYNESIA, REUNION, ROMANIA, ST. PIERRE AND MIQUELON, WALLIS FUTUNA, MAYOTTE, NEW CALEDONIA, FRENCH GUIANA, CANADA, NETHERLANDS, BELARUS, BOLIVIA, BRAZIL, COSTA RICA, DOMINICAN REPUBLIC, ECUADOR, EL SALVADOR, GEORGIA, INDIA, LITHUANIA, MOLDOVA, NIGERIA, PAKISTAN, PANAMA, PERU, UKRAINE, PORTUGAL AND FINLAND. Any changes to the list of Excluded Territories shall become effective immediately upon notification.

4. REPORTS

4.1 We will provide you with online access to customer reports. To gain access, you will need to use your Affiliate username and password provided. You understand and agree that potential Real Money Players must link through using your unique Tracker link in order for you to receive

Commission in respect of such Real Money Players. In no event are we liable for your failure to use Trackers or for potential Real Money Player's failure to properly enter valid Sign-up Bonus Codes. It is your sole responsibility to ensure that the tracking links you use are in the correct syntax.

4.2 You further undertake to provide the Operator upon request with a monthly report on the promotional campaigns, promotions and marketing strategies being carried out by you.

5. COMMISSIONS AND PAYMENT

5.1 The Operator agrees to pay to the Affiliate a Commission in respect of Real Money Players referred by the Affiliate in accordance with the Payment Plan agreed between the Parties and in accordance with these terms and conditions. Payments of Commissions shall be made directly to you to the payment account detailed by you as part of your application process (the " Payment"). It is your responsibility to ensure that the details provided by you are both accurate and complete and the Operator will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide the Operator with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect payment account, the Operator shall not be liable to you in any manner whatsoever for payment of any such Commission. Without derogating from the foregoing, if the Operator is not able to transfer the Commissions to you due to incorrect or incomplete details provided by you, the Operator reserves the right to subtract from the Commissions due to you an amount of money to reflect the required investigation and additional work created by your having provided incorrect or incomplete details.

5.2 The Operator reserves the right to request that you provide the Operator with written documentation verifying all your beneficiaries and payment account at any time, including upon registration and when any change is made relating to your payment account. The Operator is not obligated to make any payments until verification is completed to its satisfaction. If the Operator believes at its sole discretion that you have failed to provide it with such verification, the Operator retains the right to terminate this Agreement immediately and you shall not be entitled to receive any Commissions which have accrued to your benefit at such time or thereafter. No Commission shall be due to the Affiliate in respect of any traffic generated in an illegal or unlawful manner or which contravenes any provision of this Agreement of Applicable Law. 5.3 The Operator reserves the right to take action against any Affiliate or its referred Players that show patterns of manipulating our terms in any way whatsoever. If we determine at our sole discretion that such conduct is being practiced, we may withhold and keep any Commission payments accrued to the benefit of the relevant Affiliate at such time and thereafter and terminate this Agreement with immediate effect.

5.4 Holdover for Fraud Traffic. In the event that, in our sole discretion, we suspect any Fraud Traffic in terms of clause 1.10, then we may delay payment of the Commission to you for up to one hundred and eighty (180) days while we investigate and verify the relevant transactions. We are not obligated to pay Commission in respect of Real Money Players who, in our sole discretion, are not verifiably who they claim to be or are otherwise involved with Fraud Traffic, regardless of whether or not it actually causes us harm.

5.5 Method of Payment. All payments to you will be due and payable in EUROS, regardless of the currency any Real Money Players assigned to your Tracker may have played in. Payment will be made solely by bank wire, or any other method as we in our sole discretion decide; however, we will use reasonable endeavors to accommodate your preferred payment method. Charges for wires will be covered by you and deducted from your Commission. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of money to your account.

5.6 Commission Calculation. Subject to your compliance with this Agreement we will pay you a Commission in accordance with the Payment Plan and with the terms and conditions set forth in this Agreement. The Commission will be calculated and paid as follows:

5.6.1 Accounting periods. We will account to you for the Commission due to you on a per-calendar month basis and pay you the Commission due in respect of any calendar month no later than thirty-one (31) days after the end of the calendar month in which the Commission arose.

5.6.2 Our calculations are final. You agree that our measurements and calculations in relation to the calculation and payment of Commission shall be final and not subject to review or appeal, save in the case of manifest error.

5.6.3 Each component of the Commission may be calculated to be a negative figure. However, if the sum results in a negative number, the Operator will not carry forward or set off such negative amount against amounts due for future months which would otherwise be payable to the Affiliate.

Provided that in the eventuality that, in any given calendar month, a Real Money Player generates negative Casino Net Revenue and/or Sportsbook Net Revenue in excess of fifty thousand Euro (€50,000) (a "High Roller"), the Operator may elect to carry forward the negative Casino Net Revenue and/or Sportsbook Net Revenue in respect of such High Roller and offset it against future Casino Net Revenue and/or Sportsbook Net Revenue generated from such High Roller in subsequent months, until the aggregate of the Casino Net Revenue and Sportsbook Net Revenue generated in respect of the High Roller has become positive. Until such time as the Casino Net Revenue and/or Sportsbook Net Revenue generated from a High Roller has become positive, the High Roller shall not be calculated for the purposes of determining the Commission payable to the Affiliate.

5.6.4 Commission shall be calculated independently and separately per Operator without offsetting or rollover between the Operators.

5.7 In the event that the Commission to be paid to you in any calendar month is less than 50 EUR (the "Minimum Amount"), the Operator shall not be obligated to make the payment until such time as the Commission is equal to or greater than the Minimum Amount. In the event that the Commission

payable for a particular month is positive but is less than the Minimum Amount, the Commission that would have been payable during that particular month had it not been for this clause 5.7 shall be carried over to the next month and shall be payable when it collectively exceeds the Minimum Amount.

5.8 If you select a CPA Commission Payment Plan, the Operator shall pay you the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Program Site.

5.8.1 You shall be entitled to a one-off commission based on a number of new depositing Real Money Players directed to our brands who have successfully met minimum deposit, wagering and/or other requirements as per prior agreement. These amounts are at the discretion of the Operator and we reserve the right to change these amounts with prior written notice at any time.

5.8.2 All CPA Commission deals are subject to a 24 hours termination policy at the sole and absolute discretion of Operator.

5.9 The Operator reserves the right to reduce your Revenue Share Commission to 10% of the Casino Net Revenue and/or Sportsbook Net Revenue in the event that you do not have any new persons qualifying as Real Money Players in three (3) consecutive calendar months.

5.10 For avoidance of doubt, the Operator shall be under no obligation to pay any Commissions under any Commission scheme with respect to Real Money Players which were blocked or suspended by the Operator for any reason (including for reasons of fraud or any failure to validate the end-user account). However, the Operator may deduct from the Commission any or all charges or expenses attributable to blocked or suspended Real Money Players.

5.11 Disputes. If you disagree with the monthly reports or amount payable, do NOT accept payment for such amount and immediately send us written notice of your dispute. Dispute notices must be received within ten (10) days of our making available your monthly report or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard. Further, acceptance of payment transfer or acceptance of other payment from us by you will be deemed full and final settlement of Commissions due for the month indicated. Notwithstanding the foregoing, if any overpayment is made in the calculation of your Commission, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.

5.12 Money Laundering. You shall comply with all applicable laws and any policy notified by us through our Site or otherwise in relation to money laundering and/or the proceeds of crime.

5.13 Taxation. All taxes due in connection with any payments to you are your sole liability. You are responsible for complying with the rules, if any, for registering for and paying income tax and similar taxes in respect of your income from this Agreement and for collecting and paying the income tax and social security contributions in respect of your staff, if you have any staff. If Value Added Tax (VAT) or any other sales tax or turnover tax is chargeable, you are responsible for complying with the rules, if any, for registering for the tax and collecting and paying tax in the country where the services are provided and you acknowledge that the payments that you receive shall be deemed to include all VAT or sales tax or turnover tax.

5.14 In the eventuality that the Affiliate has, for three (3) consecutive months, failed to generate any Real Money Players through any given account held by the Affiliate with the Operator in respect of an Affiliate Website, the Operator reserves the right, at its sole and absolute discretion upon providing notice to the Affiliate, to reduce or revise the Commission payable by the Operator to the Affiliate in respect of such Affiliate Website

5.15 In the eventuality that the Affiliate fails to generate, in respect of all accounts held by the Affiliate with the Operator, an aggregate of at least four (4) Real Money Players during any three (3) consecutive month period or else fails to generate any traffic to the Operator's Websites, the Operator may revise the Commission payable to the Affiliate by providing notice to this effect to the Affiliate. The Affiliate shall inform the Operator if it does not agree with the revision in the Commission within five (5) days from the receipt of notice from the Operator informing it of the revision in the Commission, and in such case the Operator shall have the right to suspend the Affiliate's accounts held with the Operator. The Affiliate's sole remedy for such suspension shall be to terminate this Agreement by providing notice in writing to the Operator.

6. TERMINATION

6.1 Term and Termination. The term of this Agreement will begin when you indicate your acceptance of these terms and conditions on the Affiliate sign-up form and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement will be terminated immediately. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

6.2 Upon termination of this Agreement for any reason whatsoever, all rights and licenses granted by the Operator to the Affiliate in terms of this Agreement shall immediately terminate and the Affiliate shall remove reference to the Sites and the Marketing Materials from the Affiliate Website and cease to use any marks or logos of the Operator. Furthermore, the Affiliate shall return to the Operator any data and confidential information received in relation to this Agreement, or in the event that the Operator determines, permanently delete any copies or electronic form of such data.

Upon termination, we reserve the right to withhold your final payment for a reasonable time to ensure that:

(i) you removed all of our Banners and icons from your site and disable all links from your site to our products;

(ii) you returned us any confidential information and cease use of any of our Marks;

6.3 Any violation of the above Agreement by Affiliate will entitle us to consider this contract terminated. For the avoidance of doubt, on termination of this Agreement you will no longer receive any Commission.

6.4 In the event that the Agreement is terminated by the Operator due to a breach by the Affiliate of these terms and conditions, the Operator shall be entitled to withhold any Commission due to the Affiliate as at the date of termination as collateral for any claim arising from such breach.

7. LIABILITIES

7.1 WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE PARTNER PROGRAM, OUR SITES, OUR WEBSITE OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR SITES, THE WEBSITE, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.

7.2 We will not be liable for any indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or your participation in our Affiliate program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement will not exceed the total Commissions paid or payable to you under this Agreement.

7.3 Indemnification. You shall defend, indemnify and hold us and our affiliates, related parties, successors, representatives, employees, officers, agents, shareholders, attorneys, and directors free and harmless on demand from and against any and all claims, costs, losses, damages, liabilities, demands and expenses (including reasonable legal fees) resulting or arising (directly or indirectly) from your breach of this Agreement, any conduct or activity arising under the Affiliate's Tracker, any claim or contention that the Affiliate's Website is infringing on the intellectual property rights of any third party, any use by any third party of the Affiliate Website, and any use or misuse of the

Marketing Materials.. 7.4 Without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any payments otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of this Agreement.

8. WARRANTIES

8.1 You hereby represent and warrant to us the following:

(i) you have accepted the terms and conditions of this Agreement, which creates legal, valid and binding obligations on you, enforceable against you in accordance with its terms;

(ii) all the information provided by you with regards to your Application to our Affiliate Program are true and accurate, and you shall immediately inform us upon any changes to the information provided in the Application;

(iii) such acceptance and the performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or Agreement to which you are subject to; and

(iv) In the event you are a natural person, you are an adult of at least 18 years of age.

8.2 You further represent that you have evaluated the laws relating to your activities and obligations hereunder, in particular the marketing and advertising regulations of the respective market operated in Germany, Denmark or Belgium and you have independently concluded that you can enter this Agreement and fulfill your obligations hereunder without violating any applicable rule of law.

8.3 You warrant that you have independently evaluated the desirability of marketing the Site or Services.

8.4 You have obtained and will maintain in force all necessary registrations, authorisations, consents and licenses to enable you to fulfil your obligations under this Agreement. You will fully comply with all applicable laws and regulations including but not limited to any advertising codes, Gambling-, Data protection- and Competition Laws in following markets : Germany, Austria, Denmark and Belgium.

9. MISCELLANEOUS

9.1 Notices. All notices pertaining to this Agreement will be given by email as follows: to you at the email address provided by you on the Affiliate Sign-up Form. It is your sole responsibility to keep your contact details updated. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

9.2 Relationship of Parties. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

9.3 Non-Exclusive. You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you in this Agreement and that such Affiliates may be similar, and even competitive, to you.

9.4 Confidentiality and Non-Disclosure. As an Affiliate, you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not disclose this information to third parties or otherwise use or reverse engineer such information other than for the purposes of this Agreement without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required). These obligations of you as an Affiliate shall survive the termination or expiration of this Agreement for a period of five (5) years.

9.5 Press. You may not issue any press release or other communication to the public with respect to this Agreement, Our Marks or your participation in this Affiliate Network without our prior written consent, except as required by law or by any legal or regulatory authority.

9.6 Assignment

9.6.1 Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this Section shall confer no rights on the purported assignee.

9.6.2 The Operator reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, without your consent:

(i) to any entity within the same Group as the Operator, or

(ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Operator may be involved in.

9.7 Governing Law. This Agreement and any matters relating hereto shall be governed by, and construed in accordance with laws of Malta. This however, shall not prevent the Operator from bringing any action in a court of any jurisdiction for injunctive or similar relief.

9.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.

9.9 Entire Agreement. This Agreement embodies the complete Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior or subsequent oral or written Agreement or understanding between the parties in relation to such subject matter save in respect of modification to this Agreement provided by us to you in accordance with Section 1.4 above. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies that, but for this Section, it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.

9.10 Third-Party Rights. Except insofar as this Agreement expressly provides that a third party may in their own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under local law or statute to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from under that local law or statute.

9.11 No Waiver By Us. If there is a breach of any provision of this Agreement, it shall not be considered as a waiver of any subsequent breach of the same or any other provision.

9.12 The English language version of this Agreement shall be the prevailing version in the event of any discrepancy between any translated version of this Agreement.

10. SITES

Main Sites operated by us are amongst others the following:

1. www.slotmagie.de, operated by The Mill Adventure Ltd.; to be marketed and promoted by you to residents of Germany only.

If you have any queries or questions in relation to this Agreement, or wish to notify Solis Ortus Service Ltd of any matter related hereto, you may contact us at info@solispartners.com.

APPENDIX

Germany

For applicants and existing affiliates for Germany, in addition to all the above clauses, the following Terms & Conditions apply:

1. The affiliate partner assures to comply with the advertising regulations of §§5 et seq. of the German Interstate Treaty on Gambling 2021 (GlüStV 2021). The current version can be found under the following link:

https://mi.sachsen-anhalt.de/fileadmin/Bibliothek/Politik_und_Verwaltung/MI/MI/3._Themen/Gluecksspiel/201029_Gluecksspielstaatsvertrag_2021_-_Druckfassung.pdf

2. If applicable, the specific regulations of the respective federal state must also be observed.

3. The Parties hereby acknowledge and agree that the Revenue Share Commission Payment Plan shall not be available for the German Market