

## TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (HEREIN AFTER REFERRED TO AS THE "T&C") WERE LAST UPDATED ON 12/01/2026.

YOUR ACCESS AND REGISTRATION TO GAMING1 SEARCH ENGINE PROGRAM (hereinafter referred to as "SEP") MEANS THAT YOU HAVE READ AND ACCEPT THE FOLLOWING T&C, WHICH ARE LEGALLY BINDING AND GOVERN SERVICES PROVIDED BY YOUR COMPANY IN CONNECTION WITH BELGIUM TERRITORY. THESE T&C AUTOMATICALLY SUPERSEED ANY AND ALL PRIOR AGREEMENT AS WELL AS THE PROVIDER'S OWN T&CS THAT WILL BE AUTOMATICALLY SET ASIDE. IF YOU DO NOT AGREE TO BE BOUND BY ANY TERM CONTAINED THEREIN, YOU MAY NOT ACCESS OR REGISTER TO GAMING1 SEP AND SHOULD EXIT THIS WEBSITE IMMEDIATELY.

PLEASE READ THESE T&C CAREFULLY BEFORE USING THIS SEP AND REGISTERING AS PROVIDER, AS THEY SET OUT YOUR AND OUR RIGHTS AND OBLIGATIONS IN CONNECTION WITH SERVICE TO BE PROVIDED BY YOUR COMPANY.

As used herein, the term "You" or "the Provider" shall mean and refer to your company. The term "We" or "Us" shall mean and refer to each of the following entities, individually or collectively, and all their respective parent and subsidiary companies:

- TECHNOSPIN LTD, a company incorporated under Maltese law with its registered office at Avenue 77, Triq in-Negozju, Zone3, Central Business District, Birkirkara CDB 3010, Malta registered under Company Number C80930 and having VAT Number MT24416903

Hereinafter referred to as "G1".

In addition, Casino de Spa SA, with registered offices located at RRue Royale, 4, 4900 SPA, BELGIUM, VAT BE0440.077.617, shall be part of this SEP agreement, and hereinafter referred to as "Brand".

To access and register to G1 SEP, You are required to subscribe and complete an account registration form via our SEP application or website.

Once we verify the information provided with your account application, your account will be enabled and these T&C shall apply.

## **1. PURPOSE**

These T&C govern the promotion by the Provider of the website of the Brand customers (hereinafter “the Players”), through G1 SEP platform made available by G1 to the Provider, whereby the Provider will be paid by the Brand a commission as defined under these T&C depending on the traffic generated by the referred Players to the Brand.

T&C solely govern the commercial affiliation partnership between us and the Provider and replace and supersede all previous agreement(s) entered in connection or with references to the Players or the Brands, whether active or terminated. The Provider shall have no claim against Us based on the aforementioned previous agreements, which are deemed to be terminated.

## **2. DEFINITIONS**

“Provider” means the company(-ies) which has(-ve) registered to G1 SEP and open a Provider account by completing a registration form via G1 SEP application or website and, consequently, accepting these T&C as part of the registration application (or “You”).

“Applicable law” : means any law, regulation, judgement, legal principle or other (non) legally binding requirement of any governmental or public authority, such as a gambling authority, including without limitation any rule promulgated by any authority, which is in force within the territory where the Brands are providing interactive gambling operation to the Players.

“Brand” means TECHNOSPIN LTD or CASINO DE SPA SA, which intends to promote the websites of [www.777.be](http://www.777.be) ([casino777.be](http://casino777.be) and [bet777.be](http://bet777.be)) through SEP platform made available by the Provider through the intermediation of G1.

“Commission” means the revenue paid by the Brand to the Provider in consideration of the Services provided to the Brand, as set out under clause 5 of these T&C.

“G1” means TECHNOSPIN LTD, as identified in the preamble of these T&C (alternatively “We” or “Us”).

“Party” or “Parties” means G1 and the Provider, either individually, either collectively.

“Player” refers to a person referred by the Provider and having registered and opened a player account on one of the Brands website.

“Services” means any services to be rendered in connection the Brand website under G1 SEP, according to Applicable law and clause 4 of these T&C, including G1 guidelines and related safeguards, as set out under clause 4.1.a) of these T&C.

“T&C” means these terms and conditions.

“You” means the Provider.

### **3. RIGHTS AND OBLIGATIONS OF G1 AND THE BRAND**

3.1. G1 SEP platform is made available to the Provider on a non-exclusive basis, “as is”, “as available”, according to business standards and subject to prior approval of Provider account by the Brand.

3.2. The Parties agree that G1 may not be liable or responsible for the Services provided by the Provider to the Brand under G1 SEP made available under these T&C. The Parties agree that G1 role shall remain limited to the provision of the SEP platform, without being liable for the Services provided to the Brand by the Provider. In addition, all liability limitations set out under clause 7 of these T&C shall apply.

3.3. The Brand hereby warrants, represents and procures to i) administrate the turnover of Players of the Brand generated via the Services provided by

the Provider in connection with the Brands, ii) record the net revenues and the total amount of Commission earned via the link.

3.4. The Brand shall pay to the Provider the Commission amount due depending on the traffic generated subject to the terms and conditions and the payment terms set out under clause 4 of these T&C.

3.5. The Brand may decide at its own discretion not to approve any Provider account. In addition, the Brand shall remain free to accept or refuse any Player referred by the Provider and/or to close the related Player's account without any justification (such as for legal or compliance purpose or in the event of any breach of these T&C or Brand terms and conditions by the Provider) ; and ii) the Brand may disclose reports in connection with such breach, including to any regulatory authorities.

## **4. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

**4.1. Provider covenants.** The Provider hereby warrants, represents and procures :

- a. To actively and effectively provide the Services at its own cost) according to Applicable law, including article 10 of the Royal Decree of 27 February 2023 regarding gaming advertising, the highest industry standards, these T&C and G1 guidelines, including any specific regulatory guidelines provided by G1 from time to time, such as specific guidelines here attached; for sake of clarity, the Provider shall implement at G1 or Brand request any requirement in connection with Applicable law.

To this end, the Provider represents, warrants and procures that it shall, at any time, fully comply with guidelines and related safeguards, as follows :

- a. Any Service shall be provided solely in connection with betting, gambling related websites;
- b. Search engine user search on a sport, gaming, betting or gambling related website shall be configured with the aim to be used in connection with a related keyword (i.e. searching for odds, for example), only.
- c. Provider shall implement and use, in connection with its Services, best available techniques, which allow to assess, in accordance with Applicable law, that the Brands website

Players have reached the age required to take part to online gambling activity of the Brands.

- b. To use only content, visuals, links and material provided by G1 or the Brand via G1 Provider platform – or otherwise approved by G1 or the Brand - , and not to change or modify in any way any link or material without prior written authorization of G1 or the Brand.
- c. To refrain from promoting, online or offline, the Brands and all the products found in any territory where online gambling is not expressly regulated and authorized and/or where Brand are not duly licensed under the relevant applicable law. Any accounts opened in connection with these countries will be closed and will not be subject to any remuneration.
- d. Not to target nor refer any Player who is under the legal age for gambling according to Applicable law, excluded or blacklisted by any gaming authority.
- e. Not to generate traffic to Brands by illegal, abusive or fraudulent activity, particularly but not limited to by:
  - o Sending unsolicited messages or spam;
  - o Remunerating a third party to engage into services prohibited by the current T&C or the Applicable Law;
  - o Incorrect meta tags;
  - o Registering as a Player or make deposits directly or indirectly to any Player account through his tracker(s) for its own personal use and/or the use of its relatives, friends, employees or other third Parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud G1; The Provider may only, either directly or indirectly, open a Player account on the sites of the Brands for test purposes ("Test Player Accounts"). The Provider is not allowed to make real money deposits through any of trackers into such Test Player Accounts. The Provider is not entitled, directly or indirectly, to earn money, including any Commission, with respect to activity in the Test Player Accounts. Any test deposits to evaluate the Brands system is subject to Brands prior written approval.

In any event, no Commission shall be due in connection with Provider own Player account nor a directly or indirectly related person's Player account. Neither You nor any connected Party

on your behalf are entitled to any Commission or any other remuneration from G1 in relation to such Players or accounts.

- take part with any fraud or abuse from other Provider or from any Player, in reference to Provider collusion, by way of any attempt to create fraudulent income with a coordinated effort; collusion shall include, but is not limited to:
  - coordinated bonus abuse in the attempt to collect Provider income;
  - coordinated betting where such bets are made as an offset to collect Commissions;
  - continual chargebacks by real money Players for reasons of collecting Commissions;
  - offering Providers and/or Players financial incentives for the purpose of gaining a rebate from your Provider commissions;
  - duplicate Provider and/or Player accounts for the purpose of collusion;
  - any other act which, G1 or a Brand has determined through detailed analysis, as being used to collect fraudulent commissions.

- f. To cooperate and support any G1 or Brands initiative in connection with responsible gaming.
- g. To subscribe a professional liability insurance addressing all liability matters in connection with Services rendered under these T&C and covering all G1 or Brands, as beneficiary and in connection with all consequences and damages arising out- or resulting from the a Services provided under these T&C, either on a contractual, tortious or other basis.

**4.2. Players supervision.** The Provider and the Brand represent, warrant and procure that each referred Player shall :

- a. Refrain from any act which is prejudicial, libelous, unlawful or otherwise unsuitable or unappropriated towards G1 or the Brands, including any comment on the Brands policy in respect – or in connection – with any Applicable law;
- b. Comply with the terms of use and the terms and conditions of the Brands.

**4.3. Intellectual property rights.** The Provider agrees that all trade names, trademarks, copyrights and any other intellectual property rights, related to all content, component, support or work, regardless their support,

provided by G1 or the Brand, whether they are filed as a trademark or not, and whether or not they are accompanied by the initials TM or ® or ©, in connection with G1 SEP and/or Services to be provided by the Provider (hereinafter "Intellectual property rights") shall remain vested and belong exclusively to G1 or the Brands, which shall retain the sole and exclusive ownership of such intellectual property rights.

The Provider acknowledges the validity of the Intellectual property rights and shall refrain, for the duration of these T&C and the duration of such intellectual property rights from any infringement or denying, challenging or attacking validity of these rights and from assisting any other third Party in infringing, denying, challenging or attacking such validity by furnishing information or advice or otherwise.

The Provider acknowledges that all exploitation rights made available under these T&C by G1 or the Brands are strictly granted to the Provider i) on a non-exclusive, revocable, non-transferable and non-assignable basis and ii) with the aim to provide Services through G1 SEP and acquired Players in accordance with Applicable law and these T&C. Additionally, the Provider shall only use, to the extent necessary and where appropriate, the trademark, the trade name, or any other distinguishing mark of the Brand , strictly in accordance with- and in the context of this Agreement.,

The Provider shall inform the Brand of any infringement in connection with the Intellectual property rights and agrees to cooperate, as G1 or the Brands deem necessary, in order to protect and enforce their Intellectual property rights.

**4.4. Remedies.** Without prejudice to earlier termination in accordance with clause 6.3, the Parties agree that, in the event of any breach by the Provider to these T&C, or traffic generated by Provider in infringement with Applicable law, or any other direct or indirect act or suspected act of abuse, fraud :

- a. G1 reserves the right to: (i) close Player account and/or Provider account; and/or (ii) terminate this Agreement without any compensation being due to the Provider; and
- b. According to clauses 5.2 and 5.5 of these T&C, all Commissions in connection with any Player or from traffic generated by Provider in infringement with Applicable law or these T&C shall be withheld by the Brand or reimbursed to the Brand, without prejudice to any

other remedy and/or liability provisions set out under clause 7 of these T&C.

## **5. FINANCIAL CONDITIONS**

### **5.1. Definitions.** For the purpose of clause 5, the Parties agree that :

- “Gross Revenue” shall mean the real money revenue generated by Players referred by the Provider as a result of them using the Services on the Brands.
- “Net Revenue” shall mean Gross Revenue for the same period of time less wins and tax, bonus (if permitted by Applicable law), chargebacks, progressive jackpot contributions and processing fees.
- “CPA” shall mean a fixed first time depositing Players acquisition fee (cost per acquisition). Other conditions may apply for CPA to be paid, as set out in the specific terms and conditions attached in Annex of these T&C .

### **5.2. Remuneration.**

The Brand shall remunerate the Provider based on a CPA or a revenue share to be agreed in between the Brand and the Provider. The Remuneration amount due depends on the traffic generated by the Provider subject to the terms and conditions and to the specific terms and conditions agreed between the Provider and the Brand. Such specific terms and conditions may include, without limitation, the positioning, visibility and placement of the Brand on the Provider’s website, as well as any limitation or adjustment in the volume of traffic to be delivered.

In the event of any substantial modification, whether or not attributable to the Provider, impacting negatively the Brand exposure (including but not limited to a reduction in site visibility, a change in ranking position, or a loss of website traffic, etc) the Brand reserves the right to revise the current conditions to reflect the impact of such changes.

All conditions agreed between the Brand and the Provider shall only be valid for a specific period and related to a defined activity. Should there be any change in circumstances, the Brand reserves the right to adjust the terms of the deal accordingly.

No Commission are due for any Players registered in breach with Applicable law or these T&C, including notably excluded Players. No additional remuneration shall be due to the Affiliate for any Players account that may be created by Players previously registered by the Brand, as a result of the split of the previous Brand URL 777.be in between the URL's [www.casino777.be](http://www.casino777.be) and [www.bet777.be](http://www.bet777.be)

The Commission shall be deemed to be inclusive of value added tax or any other tax if applicable.

By way of derogation, but subject to prior written consent of the Brand, the fixed Commission based on CPA may be replaced by a percentage of the Net Revenue of each referred Player in accordance with what is set out in the commission structures for the particular product, (hereinafter "the commission Structure"). The Net Revenue calculation is Brand and product-specific and it is set out in every Brand product-specific Commission Structure.

Where the Commission is calculated based on percentage of the Net Revenue of a Player, the Parties agree that the Commission is due for the duration of the contract between the Provider and G1 or any specific duration agreed in the Annexe of these T&C, provided that, cumulatively, i) these T&C remain in force; and ii) the Provider provides Services in connection with the Brands and in compliance with Applicable law and these T&C. According to clause 6.4c) and e) of these T&C, the Provider is not entitled to any commission after termination of these T&C, regardless the cause of the termination.

**5.3. Payment terms.** The Commission is calculated at the end of each month and payments, based a balance report which shall be issued by the 20th of the next calendar month. The balance report shall detail the Commission for each jurisdiction and Brands, either based on a CPA, either based on a percentage of the Net Gaming revenue. Provided that the amount due exceeds €50 ('Minimum Threshold') and without prejudice to the Brand audit right, as set out under clause 5.5, the payment shall be made by the Brand within (30) days as of the date of the issuance of the balance report. If the balance due is less than the Minimum Threshold, it shall be carried over to the following month and shall be payable when it collectively exceeds the Minimum Threshold.

When Net Revenue for any particular month is negative, no commission shall be payable to the Provider in respect of that month and negative balance shall be carried forward to the following month.

Payment of commissions shall be made as per the payment method chosen by the Provider on G1 SEP within thirty (30) days upon receipt of the invoice of the Provider. If an error is made in calculating the Commission, G1 reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Provider.

**5.4. Acceptance and Provider right to object.** Acceptance of payment by the Provider shall be deemed to be full and final settlement of the balance due for the period indicated. The Provider shall therefore refrain subsequently from any claim in this regard.

To the extent the Provider disagrees with the balance due as reported according to clause 5.3, it shall object the balance within a period of fifteen (15) days upon receipt of the balance and indicate the reasons of such dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgment of the balance due for the period indicated.

**5.5. Brand audit right.** The Brand may delay payment of any balance to the Provider for up to sixty (60) days, while it investigates and verifies that the relevant transactions comply with Applicable law and these T&C.

No payment shall be due when the traffic generated is illegal or contravenes any provision of these T&C, regardless the cause of such infringement and without prejudice to any other remedy.

In addition, the Provider agrees to reimburse all Commissions received based on fraudulent or falsified transactions, as well as any commissions paid for transaction resulting from or in connection with any infringement of these T&C, plus all costs for legal causes or actions that may be brought against the Provider to the fullest extent permitted by the law.

**5.6. Taxes.** The Provider shall be exclusively responsible for the payment of any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Provider as a result of the revenue generated

under these T&C. The Brand shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Provider and the Provider shall hereby indemnify the Brand accordingly.

## 6. DURATION

**6.1. Fixed term.** The Parties agree that these T&C are in force as of the date of the signing or the date of the approval of Provider account by the Brand and shall remain in force for an undefined term , without prejudice to early termination rights as set out under clause 6.3.

**6.2. Survival termination clause.** The obligations assumed by the Parties pursuant to Clauses 4.3, 6.4, 7, 8 and 10 under these T&C shall however survive termination or expiry of these T&C notwithstanding the cause of the expiry or (early) termination hereof.

**6.3. Early termination.** Each Party shall have, for the duration of these T&C, the right to terminate it forthwith, subject to a prior notice of thirty (30) days. In addition, each Party shall have the right to terminate these T&C without notice, by sending written notice of termination by email to the other specifying the reasons for if any of the following events occur:

- a. a Party materially breaches any of its obligations under these T&C and, notwithstanding a written request from the other Party to refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request, within the term required by the other Party in the letter of notice to be notified by registered letter; or
- b. any act or omission of the Providers, whether related to these T&C or not, that does or is likely to affect the gaming license of G1 or the Brand;
- c. any act or omission of the Providers which results in a material breach of Applicable law or these T&C, in particular but not limited to clauses 4, b), d) e), f) clause 8 and 9 of these T&C.
- d. an event of force majeure prevailing for a period in excess of one (1) months, it being agreed that "Force majeure" shall mean any unforeseen event which is beyond the reasonable control of the Parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of signature of these T&C and which prevents performance of these T&C, in whole

or in part, by either Party, such as a regulation prohibiting (or restricting substantially) all or some marketing activities in connection with online gambling under Applicable law, cyber-hacking, a fire, destruction of facilities or equipment, strike, a natural disaster, default of a third provider, which is not exclusively attributable to the Brand, power outage or Internet outage.

**6.4. Effect of termination.** The Parties hereby agree that on termination of these T&C :

- a. The Provider shall remove all references to Brands from the Provider's material, websites and/or other marketing channel and communications, irrespective of whether the communications are commercial or otherwise.
- b. All rights and licenses granted to the Provider under these T&C shall immediately be terminated and all rights shall revert to the respective licensors, and the Provider will cease the use of any trademarks, service marks, logos and other designations vested in the Brand.
- c. The Provider will be entitled only to those earned and unpaid commissions until the effective date of termination, subject to – if these T&C are terminated by the Brand on the basis of the Provider's breach, any deductions to be paid to the Brand by the Provider in connection with the breach and/or the Brand claim arising from such breach.
- d. The Provider shall return to the Brand any and all confidential information (and all copies and derivations thereof) in the Provider's possession, custody and control.
- e. The Provider shall release Brands and G1 from all obligations and liabilities occurring or arising after the date of such termination in connection with Brands operation or these T&C, including any commission or indemnity in connection with the revenue generated by the Players Provider after the date of the termination of these T&C or the Services.
- f. Termination shall not relieve the Provider from any liability arising from any breach of these T&C, which occurred prior to termination and/or to any liability arising from any breach of clauses 4 and or 6 even if the breach arises at any time following the termination of these T&C.

## 7. LIABILITY

7.1. To the maximum extent permitted by law and except as expressly set forth in these T&C, G1 SEP platform is made available to the Provider according to clause 3.1 without warranty, either express, either implied, or representation or condition of any kind, nor undertaking in connection with availability, quality, durability, accuracy, reliability satisfactory, or fitness for particular purpose of G1 SEP. Consequently, G1 hereby expressly disclaims any and all warranties in this regard, including in connection with any component provided by G1 or the Brand, either directly, either through intermediation of G1.

7.2. If one of the Party is held liable, for any reason whatsoever and for any damages whatsoever, whether direct or indirect, whatever the legal basis invoked, whether it be contractual, tortious or other, these will be limited to the amount that, where appropriate, is covered by the professional liability insurance policy signed by the accused Party.

7.3. In no event will a Party be liable to the other Party or any other person or Party for any lost revenues, lost profits or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), willful misconduct or any other legal theory, even if such Party has been advised of the possibility of such damages, that may result from- or arise under this Agreement or otherwise with respect to these T&C.

7.4. Notwithstanding clauses 7.2. and 7.3, the Brand and Provider remains fully liable for its own operation and all Services provided to the Brand under these T&C. In addition, the Provider agrees that :

- a. G1 may not be liable or responsible for the Services provided by the Provider to the Brand under G1 SEP made available under these T&C, notably in connection with any obligation of the Provider or the Brand arising out- or resulting from Applicable law or these T&C. They shall hold, without limitation, G1 harmless of any direct or indirect consequences or damages arising out or resulting from the provision of its Services and their compliance with Applicable law and these T&C.

To this end, the Provider and the Brands irrevocably agree to

indemnify of any prejudice or consequences suffered by- or damages to be paid by G1 in connection with i) any claim or legal proceeding initiated by a Player referred to Brand by the Provider ; ii) any act resulting from an infringement to these T&C by the Brand or Provider, notably in the event of any breach to the Applicable law and these T&C, including, in particular, clauses 4.1, b), d) e) f), and clauses 8 and 9 of these T&C; or iii) any infringement to clause 4.2 by any Players referred to Brands by the Provider.

- b. The Provider agrees and covenants that from time to time, G1 SEP may be temporarily disrupted as a result of unforesee circumstances, hardware failure, supplier failures, maintenance requirements and/or other temporary technical problems. The Provider accepts that the Brand or G1 may not be liable for any direct, special, indirect, consequential, punitive or exemplary damages, or damages for loss of profits or savings, in connection with any of such temporary disruptions.
- c. G1 may not be held liable nor responsible in connection with any material or content provided to the Provider in connection with the Brand. In addition, G1 SEP may offer links from its site to other sites, usually those of its partners (surface links, deep links); such links and related websites are, unless otherwise indicated, not under G1 responsibility and independent from G1 SEP. Consequently, these links and related website do not constitute an endorsement nor a partnership between G1 and these sites; G1 may not be held responsible for any gain/loss, content, products, advertising or any elements or services presented on these sites. Any hyperlink, of whatever nature, allowing access to G1 SEP, requires the prior written approval from G1.
- d. G1 may not be held responsible for loss, deterioration or damage to files, or for the transmission of viruses that could infect Provider's computer equipment. In addition, the Provider remains solely liable for its equipment, the security and confidentiality of its Provider account and interoperability of Provider equipment and software with G1 SEP.

## **8. Data privacy – confidentiality**

8.1. To the extent the Services to be provided by the Provider entail personal data processing by the Brand, G1 or the Provider, the Parties undertake to adhere to- and shall comply with European (EU) Regulation 2016/679 of 27 April 2016 regarding the protection of physical persons with respect to processing of personal data (GDPR), and all national law with respect to privacy matter hereof, such as Belgian law of 30 July 2018 related to personal data processing.

To this end, the Provider shall :

- a. Include an “unsubscribe” option in each electronic communication sent any data subject, either registered as Player or not, and the unsubscribe option shall strictly relate to the service provided by the Provider only, without any effect to the Brands website. This “unsubscribe” facility must be functional and operational at all times. No marketing material shall be sent to unsubscribed Players, under any circumstances.
- b. Inform all Players, via a suitable privacy policy or other appropriate means, that tracking technology will be installed on their hard drive when they click on the links. The Provider shall provide such users with an easily-operable opportunity to reject the installation of such tracking technology.

8.2. By “Confidential Information” the Parties understand any exclusive data or information communicated by or in the name of one of the Parties (Disclosing Party) to the other Party (Receiving Party) to its staff or its subcontractors, which is not widely known or disclosed to the public, whatever its form may be (electronic, written or oral), at the time or the place when/where the Confidential Information is communicated and which includes, non-exhaustively:

- a. Any Players data made available to the Provider ;
- b. Any communication and related data between the Brand, G1 and the Provider and their representatives;
- c. Any business secrets of G1, the Brand or the Provider;
- d. Any other information that should be mentioned as being confidential by one of the Parties.

8.3. The Receiving Party agrees and covenants :

- a. not to disclose to any physical or moral person, any or part of the Confidential Information and to preserve the strictly confidential nature of the Confidential Information with a degree of vigilance equal to that they reserve for their own Confidential Information. This degree of vigilance will not be, in any circumstances, less than the one a reasonably diligent and prudent person would reserve for such Confidential Information;
- b. to use the Confidential Information for the sole purposes of the execution of the purpose of this agreement and not to make any other use of it without the prior written agreement of the Disclosing Party;
- c. to return or destroy, within seven (7) days of the request of the Disclosing Party, the Confidential Information received and any document relating to it (including any computer file) without keeping a copy.

8.4. The obligations referred to in this article do not or no longer apply to the information that the Receiving Party can prove:

- a. was in its possession without any confidentiality obligation before their disclosure by the Disclosing Party;
- b. came into the public domain at the time it was disclosed or afterwards, due to no fault on its part or on the part of the user.

8.5. This confidentiality obligation shall remain in force as long as the Confidential Information does not come into the public domain and survive and continue in full force and effect notwithstanding the expiration or termination of these T&C.

## **9. CROP clause**

9.1 The Parties undertake to comply at all times during the term of these T&C with Applicable law and any laws, statutes, regulations and legal codes that may be applicable, and to maintain ethical behavior that will enable them to establish legitimate and productive relationships with third parties.

9.2 During the term of these T&C, the Parties undertake to not offer, promise or give to a public official or authority, nor to request, receive, offer, promise or give to a private individual, any consideration, benefit or advantage that could constitute an act of corruption.

9.3 The Parties undertake to ensure their total and absolute rejection of any activity related to money laundering and terrorist financing. The Parties further declare that any funds used in the execution of these T&C derive from lawful activities.

9.4 Specifically, both Parties declare that they are not involved, and that the members of their governing and/or administrative bodies are not involved, in criminal or administrative proceedings or investigations into facts related to crimes against property, misappropriation of public funds, crimes against the socio-economic jurisdiction or against the public treasury and social security, or crimes of corruption, bribery or influence peddling, or in matters of money laundering or terrorist financing.

9.5 They also both declare that they have not been sanctioned, nor have the members of their governing and/or administrative bodies been sanctioned, in a criminal or administrative court for any offences and infringements mentioned in this paragraph.

Failure to comply with this provision shall entitle the other Party to suspend or terminate these T&C unilaterally according to clause 6.3.e).

## **10. Miscellaneous provisions**

**10.1. Capacity.** Each Party guarantees that it has full capacity to enter and agree with these T&C and to be bound by all its provisions, upon access and registration to G1 SEP. It guarantees also, if applicable, that the representative or each Party have sufficient powers to sign and enter into an agreement, and therefore act and commit on behalf of the relevant Party.

**10.2. Good faith.** The Parties shall cooperate in good faith and proactively as part of these T&C. They shall communicate to each other all relevant information for the proper performance of respective rights and obligations arising out- or in connection with these T&C.

**10.3. Assignment – change of control.** The Provider may not assign its rights or obligations under these T&C without the prior written consent of the Brand. The Provider shall remain bound by any obligation arising out- or resulting from these T&C regardless of any change of control within the Provider.

The Parties agree that the Brand prior consent shall be required in the event of change of control of the Provider in connection with ownership or governance of its company.

**10.4. Independence.** The Provider is an independent company and will execute these T&C, on its own name, using its own staff, who will remain under its control and management.

No provision of these T&C may be interpreted as creating a de facto association, a group of companies, an economic interest group, a joint venture or a franchisor to franchisee, employee to employer or a relationship entitling the Provider to act on Brand or G1's name. Consequently, the Provider may not act in any way in the name of the Brand or G1, or bind the Brand or G1 in any way.

**10.5. Entire agreement.** These T&C, as made available on G1 SEP website or any related website, contain the entire agreement between the Parties, concerning the purpose of these T&C and supersede and replace any other previous proposals, contracts, agreements, conditions or declarations of the Parties, whether written or oral, with respect to the subject matter hereof, including any terms and conditions attached to Provider invoices. The Parties agree that the specific terms and conditions here attached are part of these T&C.

**10.6. Amendment.** Any amendment to these T&C, as well as any deletions or additions, shall have to be agreed in writing by both Parties. Neither Party can avail itself of a verbal or tacit modification of the T&C.

**10.7. Non-renunciation.** The fact for either Party to these T&C of not requiring the strict application of any one of the terms, commitments or conditions that figure in it, may not be interpreted as the renunciation or a waiver by this Party of availing itself of them, or as a relinquishment of its rights, and both Parties can at any time require of the other Party the strict and complete application of all or part of the said terms, commitments and conditions.

**10.8. Interpretation – severance.** Whenever possible, the provisions of this T&C shall be interpreted in such a manner as to be valid and enforceable under governing law, as set out under clause 10.1. However, if one or more provisions of this T&C are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these T&C shall

remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

**10.9. Headings.** The headings and sub-headings figuring in these T&C are included solely for convenience. By express agreement between the Parties, these headings and sub-headings cannot in any circumstances be used to interpret any provision whatsoever of the T&C.

**10.10. Election of domicile – Notifications.** The Parties agree to elect domicile at their respective addresses, as figure at the top of these T&C and/or the registration details provided by the Provider.

Any communication or notification executed or required in the context of these T&C shall be made in writing (including by email) and will be executed by sending it to or handing it over at the address of the other Party, as detailed below, by using a means of communication that can establish with certainty the reception date (for example, a registered letter with proof of receipt or a special mail).

Any change of address by one of the Parties must be notified in writing immediately to the other Party, in accordance with this clause.

Any notification will be considered to have been remitted to the addressee on the day of delivery if it has been remitted by a messaging service, three (3) days after the mailing date if sent by registered mail, or the day following the date of sending of email, if sent by email.

**10.11. Electronic communications – Enforceability.** Each Party represents and agrees that these T&C and all electronic communications in connection with its negotiations or the performance of their obligations under these T&C are deemed to be formed, valid and concluded in compliance with requirements Art. 3.10 and 3.12 of EU Regulation nr. 910/2014 of European Parliament and EU Council of July 23rd 2014.

Each Party agrees additionally enforceability and probative value of any email exchanged between them via messaging software, provided that this mail is comprised of a series of signs intelligible and accessible for

future reference, as per required by the aforementioned legal provisions. The Parties waive to discuss the probative value of an email which does not implement an advanced electronic signature (advanced) within the meaning of art. 26 of EU Regulation nr. 910/2014 of European Parliament and EU Council of July 23rd 2014.

## **11. Governing law – settlement of disputes**

**11.1. Governing law.** These T&C shall be governed and construed in accordance with Belgian law.

**11.2. Jurisdiction.** In the event of any dispute between G1 and the Provider arising out- or resulting from the formation, execution, interpretation of these T&C, the Party shall use all reasonable endeavors to resolve the matter on an amicable basis.

All dispute arising out or in connection with these T&C shall be exclusively settled by the Business court of Liège, division of Liège, Belgium.

## **COMMISSION STRUCTURE**

- Your account must be validated by your affiliate manager in order to benefit from a commission plan (CPA or revenue share).
- Negative carry over : applicable
- cookie duration: thirty (30) days
- The minimum amount for payment is €50.00
- To the extent the Brand agrees on a revenue share commission plan, according to clause 5.2, the Parties agree that:
  - the Commission is due for the duration of the contract between the Provider and the Brand or any specific duration agreed in the Annex of these T&C, provided that, cumulatively, i) these T&C remain in force; and ii) the Provider provides Services in connection with the Brands and in compliance with Applicable law and these T&C.
  - According to clause 6.4c) and e) of these T&C, the Provider is not entitled to any commission after termination of these T&C, regardless the cause of the termination. By way of derogation, but upon prior written consent of the Brand, the Commission is due for a Player time value of three (3) years as of the date of the acquisition of the Player, provided that, cumulatively,

i) these T&C remain in force; and ii) the Provider provides Services in connection with the Brands and in compliance with Applicable law and these T&C.