NEO.bet Affiliate Partnership Scheme
Terms and Conditions

This agreement together with all appendixes hereto (the "Agreement") contains the complete terms and conditions between:
Greenvest Betting Ltd. (the "Company", "we" or "our"), a company registered in Gibraltar under number 120287, having its address at: Gibraltar GX11 1AA, at Suite 3, Second Floor, Icom House, ⅛ Irish Town, and
a person/company indicated in the relevant application form (the “Affiliate”, “you”, “your”)
regarding your application to and participation in NEO.bet Affiliate Partnership Programme (the "Programme").

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the words and expressions shall have the meanings set out below:

“affiliate”	means any partner to the Programme.
“Affiliate”	means an affiliate that is a party to this Agreement, whose details are set forth in the Application Form and in the Affiliate Account.
“Affiliate Account”	means the Affiliate’s account on the Affiliate Platform.
“Affiliate ID”	means a unique identification number allocated to the Affiliate at the time of registration with the Programme.
“Affiliate Platform”	means the Affiliate Platform accessible at https://partners.neo.bet, or any other platform or technical tool which may be notified by the Company to the Affiliate from time to time and which shall be used for the purposes set forth in Section 3.
“Application Form”	means an application form to join the Programme as detailed in Clause 2.1.
aAM"applicable laws"	means all applicable laws, directives, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent governmental or regulatory authority or agency.
"Affiliate Site"	means (i) any website, digital, or online media page or account on any social network, portal or any other site, email account or other platform, venue or tool, which may be used to place, deliver or to otherwise communicate any materials or links, (ii) which are owned and/or operated by, on behalf and/or upon instructions of the Affiliate, and (iii) which is approved by the Company for the purposes of placing the Content, but excluding at any time the Prohibited Sites.
“authorised representative”	means any authorised representative of the Party, including a person who is authorised to act or perform any rights or obligations on behalf of or in the name of such Party.
“Authority”	means a state or other competent body, authority, agency or regulator which pursuant to applicable laws is authorised to regulate, license and/or supervise activity on operation of the Website(s) Affiliate’s services, set forth by this Agreement, activities related to NEO.bet.
“bonuses”	means any kind of bonuses and promotional funds granted by NEO.bet or its providers to the Referred Customer to play on the Website, including, but not limited to, welcome bonus, “free money”, “free bets”, “free spins”, “money back”, vouchers, chips, rebates, discounts and/or similar.
“Brand”	Means the NEO.bet brand, including the NEOBET trademark and other trademarks, service marks, logos and any other designations, which the Company may from time to time approve.
“Commission”	means the fees and compensation of any type due to the Affiliate pursuant to this Agreement.
“Commission Plan”	means any financial model agreed between the Parties to compensate the Affiliate for its marketing activities pursuant to this Agreement.

“Company”, “we”, or “our”	means Greenvest Betting Ltd. and all other companies of its Group, provided that the contractual party in this Agreement is and remains solely Greenvest Betting Ltd.
"Confidential Information"	means any information and documents in whatever form (including without limitation written, oral, visual and electronic) of a commercial value, considered essential for either Party, such as, but not limited to, technology, market and business information, financial reports, know-how, trade secrets, products, processes, business strategies, information concerning research, databases, current or potential customers, supplier lists, marketing plans, product development, manner of operation or financial condition or prospects, personal data processed by the Party etc.
“Content”	means materials on promotion, marketing, or advertising of the Website, products offered on the Website and/or Brand (i) provided by the Company to the Affiliate and, if applicable, Sub-Affiliates, for the purposes of this Agreement, including, without limitation, the Links, promotional codes and other general marketing, promotional, or advertising materials, and (ii) materials elaborated by the Affiliate and approved by the Company in writing.
“control”	means the power to manage, control or direct the affairs of the entity in question, whether by ownership of voting shares, by contract, as a result of holding a position or otherwise, and the terms "controlling", "controlled by" and "under common control by" shall be construed accordingly.
“CPA” or “Cost per Acquisition”	means a type of Commission due to the Affiliate for FTD and STD.
“customer”	means a player, customer of a Website.
“Data Protection Requirements”	includes the GDPR, ePrivacy Directive Regulations, or any other applicable EU legislation as incorporated into the respective national legislation of each Member State and as amended, replaced or superseded from time and, to the extent applicable, the data protection or privacy laws of any other country not part of the EU (including PIPEDA, FIPPA), and Data Privacy Policy.
“FTD” or “First Time Deposit Commission”	means a first deposit made by the Referred Customer within 30 (thirty) days after their registration on the Website.
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regards to processing of personal data and on free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and any other applicable laws which may amend, implement or substitute thereof from time to time.
“ePrivacy Directive Regulations”	means Directive 2002/58/EC of the European Parliament and of the Council of 12th July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), and any other applicable laws which may amend, implement or substitute thereof from time to time.
“Gross Gaming Revenue” or “GGR”	means the total amount of all revenues generated by NEO.bet from Referred Customers and, if applicable, customers referred by the Sub-Affiliates, from their use of the Websites (including, but not limited to the amount of all placed stakes, wagers, commissions paid by the Referred Customers for their use of the products on the Website(s)). For the avoidance of any doubt, any bet or commission for participation in any game that is not accepted, and/or cancelled or voided by the Company for a legitimate reason, at the sole discretion of the Company, shall not be considered a settled bet and shall not be included in the calculation of the GGR Revenue.

"Group"	means a group of entities which is directly or indirectly controlling, controlled by, or under common control of the other entity or person.
“inducement”	includes any offer that may persuade or encourage a person to participate, or to participate frequently, in any gaming activity. Examples include: sign-up offers, deposit offers, rewards, bonuses, or “boosted” odds, refund/stake-back offers, multi-bet offers, or winnings paid on losing bets. Please note that this is not an exhaustive list.
"Intellectual Property Rights" or “IP rights”	means any and all copyright and related rights, designs, trade marks, trade names, internet domain names, insignia, service marks, patents, database rights, inventions and discoveries, and all other intellectual and industrial property rights of a similar or corresponding nature in any of the relevant territories, in each case whether registered or unregistered, and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto in any applicable territories, including the right to sue for damages (and retain such damages) and all other legal and equitable remedies in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature.
“Link”	means any of the banner advertisements, button links, text links, promotional codes and other Content as determined by the Company which will be associated with the Affiliate in the Company's systems and enables us to track Referred Customers, all of which shall relate and link specifically to the Website(s).
“material breach”	means any of the following: (i) placing or communicating to any third party any materials promoting, advertising or marketing the Website(s), the Brand or any services of NEO.bet or the Company’s Group which is not the Content; (ii) placing or communicating the Content on any Prohibited Site; (iii) breach of General NEO.bet Marketing Requirements; (iv) breach of any Data Protection Requirements, including unauthorised disclosure of the Company’s Confidential Information; (v) breach of Responsible Gambling Policy; (vi) breach or misuse of any IP rights of the Company’s Group; (vii) promotion or use of any type of malicious, harmful or intrusive software of the Affiliate Site through which the Content is promoted or communicated; (viii) any fraudulent actions against NEO.bet.
“Minimum Payout”	means the minimum amount of Commission set forth in Clause 5.4.1 (g).
“minor”	means (i) an individual under the legal gambling age as required by the licence under which the Website is operated, and/or (ii) an individual under the legal gambling age where he/she is domiciled, but in any case an individual of less than 18 years of age.
“NEO.bet Marketing Requirements”	means the NEO.bet marketing rules, guidelines, instructions, policies and procedures set forth in Schedules hereto, the NEO.bet brand book and other marketing rules, guidelines, instructions, policies and procedures which may be communicated by the Company to the Affiliate from time to time.
“NEO.bet”	means the Company or any other member of the Company’s Group that operates the Website.
"Net Revenue"	means (i) GGR *minus* (ii) all Winnings, (iii) Taxes, (iv) bonuses and (v) Payment Costs.
“Party”	means any Party to this Agreement, and “Parties” includes both the Company and the Affiliate.
“Payment Costs”	means costs and expenses associated with processing deposits and withdrawals by NEO.bet, amounting to 5% on the total amount of deposits and withdrawals of the Referred Customers.

“personal data”	means any information which is related to an identified or identifiable natural person.
“Privacy Statement”	means Affiliate Privacy Statement, which outlines the data protection practices of the Company’s, including how we collect, use, disclose and protect personal information, as well as your rights with respect to your personal information.
“Program”	means NEO.bet Affiliate Partnership Program.
"Prohibited Practices"	means prohibited practices as detailed in Section 7 hereof.
“Prohibited Sites”	means any of the following: (i) websites, portals, social network, media and venues (both offline and online), which are based on themes or use language intended to appeal primarily to minors, and/or which are directed primarily to minors, and/or where most of the audience is reasonably expected to be minors; (ii) websites, portals, social network, media and venues (both offline and online) which entice or attract potential players with addictions to gambling or excessive play, and/or high-risk players; (iii) billboards or other outdoor displays that are directly adjacent to schools or other primarily youth-oriented locations; (iv) any other websites, portals, social network, media, and venues (both offline, online and digital) on which marketing, promotion and/or advertising of igaming offers and or relevant types thereof is prohibited by the NEO.bet Marketing Requirements and/or applicable laws.
“Referred Customers”	means any person that registers on the Website and makes at least 1 (one) deposit on the Website after being redirected to the Website through the Link placed on or communicated via the Affiliate Site, excluding at all times (i) any person who is already registered as a customer at the Website, or (ii) who has been registered as a customer at the Website and closed his/her account not earlier than one year before his/her registration on the Website.
“related party”	means in relation to a relevant person: (i) a member of the same Group as a person in question, and/or (ii) a shareholder, ultimate beneficial owner, director, manager, key person, officer, employee, agent or other authorised representative of any member of the Group of the relevant person, and/or (iii) a family member, close relative or other associate of any of the aforementioned persons.
“Responsible Gambling Policy”	means the Responsible Gambling Policy of the Company’s Group, as might be notified by the Company to the Affiliate from time to time.
“Restricted Customers”	means: (i) minors; (ii) individuals who are prohibited/restricted to play on the Website as a result of self-exclusion and/or individuals who have gambling addiction, excessive gambling problems or other vulnerable persons; (iii) Sub-Affiliates and related persons of the Affiliate or Sub-Affiliate(s); (iv) in relation to a particular Website(s) individuals who are prohibited/restricted from accessing such Website for any reason, e.g. pursuant to applicable laws, restrictions imposed by terms and conditions governing the use of the Website(s), as a result of occupation, social status, contractual obligations of a relevant person or otherwise.
“Revenue Share”	means the type of Commission due to the Affiliate under this Agreement and calculated as a percentage (%) of the Net Revenue generated from the Referred Customers.
“STD” or “Second Time Deposit”	means a second deposit made by a Referred Customer at the Company’s Website.
“Sub-Affiliate”	means an affiliate introduced to the Company by the Affiliate.

“tax”	means any tax, fee or levy due pursuant to applicable laws to the relevant tax, igaming licensing or other regulatory Authority, including any Taxes, value added tax (VAT), harmonised sales tax (HST), income tax, withholding tax (WHT) etc.
“Tax”	means any special gaming tax payable by the Company’s Group as a result of or in relation to operation of the Website, including, but not limited to, any licensing fees.
"Website"	means a website and/or an application owned and/or operated by the Company’s Group, which upon approval by the Company may be promoted by the Affiliate via placing the Content.
“Winnings”	mean all amounts paid by NEO.bet to players as a result of settlement of their bets, including cashout.
“Working Day”	means a day from Monday to Friday (both inclusive) and excluding any public or national holidays in Gibraltar and Malta.

2. **APPLICATION FORM AND ENGAGEMENT PROCEDURE**

2.1. To join the Programme and to become an Affiliate, you will have to complete and submit an application form which can be accessed here: https://neo.bet/en/Partnerprogram (the “Application Form”).

2.2. At the time of filling out the Application Form you will be required, among other things, to upload the identification documents as detailed in the Application Form.

2.3. Upon the successful application, the Company will verify your Application Form and identification documents within the shortest possible time frame. As a general rule, it takes approximately 7 (seven) business days for the Company to consider and verify an Application Form.

2.4. While reviewing an Application Form, the Company has a right to request any additional information and documents as might be needed to perform identification and verification in accordance with internal policies and procedures of the Company. The Company reserves the right to reject your application at its sole discretion without giving any reason, and such decision shall be final and binding.

2.5. Please bear in mind that in certain cases, applicable laws may require us to notify the relevant Authority regarding the engagement of an affiliate, and/or require the Authority to approve an engagement of an affiliate in advance. If that is the case, the Company reserves the right to suspend your engagement until a relevant notification is made to the Authority, and/or until the relevant approval is procured from the Authority.

2.6. In case of positive assessment, the Company will confirm your accession to the Program and will assign to you an Affiliate ID, a unique identification number (code), which shall be used for your registration on the Affiliate Platform, for the purposes of further allocation of Links to you, identifying Referred Customers and for other purposes as set forth by this Agreement.

3. **AFFILIATE PLATFORM - https://admin.neo.bet**

3.1. To participate in the Programme, the Affiliate will have to register an account on the Affiliate Platform.

3.2. The Affiliate Account will allow access to information and data summarising the activities of the Referred Customers (including clicks, impressions, number of registrations of Referred Customers (in quantity) first time depositors, percentage converted from registration, second time deposits, Net Revenue, Revenue Share etc., deposits, withdrawals), information regarding your current Commission Plan, exchange of information with the Company, generate Commission invoices, etc.

3.3. Please note that the Company constantly develops and updates the Affiliate Platform, by adding and/or removing certain tools and features, as well as information and data which may be visible and/or accessible to affiliates. Hereby you acknowledge and agree to any changes which may be implemented by the Company in future.

3.4. The Parties acknowledge that the real-time data on the Affiliate Platform is merely approximate. 10 Working Days after the beginning of the following calendar month, a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate’s Commission will be available via the Affiliate Platform.

3.5. The Affiliate acknowledges and agrees that its access and use of the Affiliate Platform will be subject to the highest confidentiality obligations. Any unauthorised disclosure of any information available on the Affiliate Platform or misuse of such access, whether intentional or not, shall be considered as a material breach under the Agreement.

4. **SINGLE AFFILIATE ACCOUNT, SUB-AFFILIATES, ABUSE OF ACCOUNTS**

4.1. **Single Affiliate Account**

4.1.1. Any affiliate may be registered with the Programme only once and may have only one account on the Affiliate Platform. For the purposes of this Clause the term "affiliate" includes the affiliate itself and all its related parties.

4.1.2. Subject to other provisions of this Agreement, and with reference to the above, the Affiliate agrees that:

(a) except for the Affiliate itself, none of the Affiliate's related parties may have or will have an account on the Affiliate Platform;

(b) the Affiliate will not have the right to receive any commission for any person or Sub-Affiliate being its related party, and all its related parties may be treated by the Company as authorised representatives of the Affiliate, and all the services and works performed by such persons will be covered by the standard Commission plan agreed by this Agreement.

4.2. **Sub-Affiliate(s)**

4.2.1. From time to time the Affiliate may refer Sub-Affiliates to the Company.

4.2.2. Unless otherwise agreed by the Parties, in consideration of referring Sub-Affiliates to the Company the Affiliate will be entitled to receive 2.5% of its Sub-Affiliates' Commission.

4.2.3. In order to receive an additional Commission based on a percentage of the commission earned by its Sub-Affiliate(s), the Affiliate shall refer the Sub-Affiliate to the Programme through the Links issued to the Affiliate with the use of Sub-Affiliate ID allocated by the Company.

4.3. **Abuse of Accounts.** If the Company has reasonable grounds to believe that there is any breach of this Agreement, the Company may in its sole discretion, without prejudice to any other rights or remedies available under this Agreement, apply any or all of the following measures:

(a) merge or terminate any duplicate Affiliate and/or Sub-Affiliate accounts;

(b) apply the original Commission plan set forth by this Agreement to all Referred Customers from the secondary Affiliate account or Sub-Affiliate accounts;

(c) recalculate the Commissions paid to the Affiliate and/or Sub-Affiliates at any time before the breach of this Clause was discovered by the Company;

(d) terminate the Agreement for the Affiliate and/or the Sub-Affiliate in whole.

5. **COMMISSION AND PAYMENT TERMS**

5.1. In consideration of the services to be provided by the Affiliate under this Agreement the Company undertakes to pay the Affiliate the Commission.

5.2. **Standard Commission Terms**

5.2.1. Unless the Parties agree otherwise, the standard fees for the Affiliate's services under this Agreement shall be calculated as follows:

(a) Any jurisdiction, other than Germany:
From 1-10 FTDs/month 20% Revenue Share is paid
From 11-30 FTDs/month 30% Revenue Share is paid
From 31+ FTDs/month 40% Revenue Share is paid

(b) Specific affiliate commission terms for the German market are based on the CPA model and are to be agreed on a case-by-case basis by engaging an annex/schedule hereto.

5.2.2. The Parties recognise that applicable laws of certain jurisdictions impose restrictions and limitations to the types and/or amounts of commissions which may be paid to affiliates. The Parties agree that in the latter cases, the Commission will be paid to the Affiliate only to the extent and within the limits as permitted by applicable laws, provided the Parties undertake to revise and amend this Agreement as required to ensure that the Commission and the payment terms comply with applicable laws at all times.

5.3. **Commissions for Special Promotions**

5.3.1. Without derogation to any other terms of this Agreement, from time to time the Company may decide to launch special bonus programmes to which special terms and conditions may apply.

5.3.2. Those special terms and conditions will be communicated by the Company to the Affiliate, and, subject to their acceptance by the Affiliate, they shall apply and govern the Affiliate's services rendered within the relevant special bonus programme in addition to other terms of this Agreement.

5.4. **Payment Terms**

5.4.1. Unless the Parties agree otherwise, the Affiliate shall be entitled to receive the Commission on a monthly basis, provided the following requirements are met;

(a) the Affiliate will have the right to receive the Commission only once at least 10 Referred Customers have been referred;

(b) an invoice for the relevant month shall be issued by the Affiliate and delivered to the Company within 10 days of the end of a relevant month;
(c) the Commission shall be paid after the end of the previous calendar month within 20 days of the issuance of an invoice by the Affiliate to the Company;
(d) all payments will be made in Euros;
(e) for the purposes of making any calculations under this Agreement the Parties will use exchange rates determined by the European Central Bank as given at the relevant date;
(f) The amount of the Commission due to the Affiliate for the relevant month is not less than EUR 50 or its equivalent in other currency (the "Minimum Payout").

5.4.2. If the Commission due to the Affiliate is less than the Minimum Payout, the Company reserves the right to suspend the payment, until the total amount of the Commission due to the Affiliate exceeds the Minimum Payout threshold.

5.4.3. Unless otherwise approved by the Company, invoices for the Commission shall be generated by the Affiliate by the use of the automated tool available on the Affiliate Platform and sent to the Company within the terms set forth directly above.

5.5. **Affiliate's Bank and Payment Details**

5.5.1. Payments to the Affiliates will be done via wire transfers or any other payment method which may be agreed upon between the Parties from time to time.

5.5.2. The Affiliate must ensure that the payment details indicated in its Affiliate Account and invoices billed to the Company are correct, complete and accurate at all times. Any cost incurred by the Company as a result of using the incorrect details provided by the Affiliate shall be borne by the Affiliate.

5.6. **Taxes and Withholdings**. The Commission constitutes gross amounts, and all payments shall be made inclusive of VAT, if applicable, and the Affiliate is individually responsible for withholding tax, VAT and any other Taxes and fees which may apply based on its country of registration. If the Company at any time is responsible for deducting any withholding tax and/or paying any VAT or other tax on Commission amount, the relevant withholdings shall be made on account of the Commission due to the Affiliate/Sub-Affiliate as the case may be.

5.7. Overpayments

5.7.1. If for any reason the Affiliate has been overpaid, the Company reserves the right to:
(a) account for overpaid amounts at the time of subsequent payments. i.e. to set off overpayment against amounts that will be due for the subsequent periods, and/or
(b) request the Affiliate to refund the difference immediately upon request.

5.8. **Withholding or Reduction of Commission.** The Company reserves the right to withhold, and/or reduce any Commission and/or portion thereof which relates to:
(a) the Referred Customers who are identified to be Restricted Customers, and/or
(b) the Referred Customers who found to be in breach or who the Company reasonably suspects to be in breach with the Company's terms and conditions governing gameplay on the Website (including breaches related to abuse of igaming accounts, any suspicious or fraudulent behaviour or any other reason), and/or
(c) any fraudulent actions of the Affiliate or its related parties, as determined in the sole discretion of the Company (including but not limited to the use of fake leads or fake accounts, entering into arrangements with existing players/customers of the Company, the use of incentive offers, making fake promises and provision of fake data, the use of click spam, the use of stolen data etc.).

5.9. **Changes to the Commission Plan.**

5.9.1. The Company reserves the right to revise the Commission Plan unilaterally, including by reducing the Commission or changing the method of its calculation if:
(a) the Affiliate substantially reduces its efforts to promote the Company, and/or
(b) the Affiliate does not generate at least 10 new Referred Customers in a period of 3 months, and/or
(c) there are any legal/regulatory changes to a market.

5.9.2. The Company may change the Commission Plan with immediate effect by sending the updated Commission Plan to the Affiliate.

5.9.3. In case the Affiliate disagrees with the new Commission Plan, the Affiliate may terminate this Agreement with immediate effect by notifying the Company within 10 days after receipt of a notification from the Company referred to directly above.

6. THE AFFILIATE'S RIGHTS, OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

6.1. In the case of acceptance to the Programme and receiving the Commission from the Company, you as the Affiliate undertake:

(a) to use your best endeavours to promote the Website and our products by placing and communicating the Content throughout the Affiliate's Site on the maximum possible scale (but excluding spamming at all times) and shall provide such advertising and publicity as may reasonably be expected to bring the Content to the attention of as many customers and potential customers as possible.

(b) to ensure that your advertising, marketing, and promotion of the Content will be at all times in compliance with the NEO.bet Marketing Requirements, applicable laws of the territory where you position the Content and where the potential customers reside;

(c) not to place or communicate any materials or information on promotion, marketing or advertising any Company products, the Website or Brand, other than the Content, and not to change or amend the Content;

(d) to use reasonable endeavours to display the most up-to-date Content;

(e) to check and update if necessary all marketing tools including Links to ensure correct tracking;

(f) to place and/or communicate the Content only on the Affiliate Sites, and not create in any way the appearance and/or the general impression that the Affiliate Site is the Website(s), or any part thereof;

(g) not to make any claims or representations, or give any warranties or guarantees, on behalf of, in the name of, or in connection with the Company;

(h) not to communicate the Content on the Restricted Sites, and/or to the Restricted Customers, and/or where there are any reasonable grounds to believe that the Content may be accessed mainly by the Restricted Customers;

(i) not to use the Prohibited Practices;

(j) to give the Company reasonable assistance with respect to the display, access to, transmission and maintenance of the Content;

(k) not to use any form of spamming while placing or communicating the Content;

(l) to ensure strict compliance with all other terms and conditions of this Agreement by you and all your related parties and other persons engaged in execution of this Agreement from your end.

6.2. The Affiliate further acknowledges and agrees that:

(a) the Content allocated to it may not cover all of the bonus programmes offered on the Website at the relevant point in time, but only some of them;

(b) promotion, marketing, and advertising of certain bonus programmes may be subject to special terms and conditions, which may be communicated by the Company in addition hereto. Subject to your acceptance of those special terms and conditions, they will apply to promotion, marketing, and advertising of the relevant bonus programme in addition to other terms of this Agreement, and in case of any conflict, shall prevail over the terms of this Agreement.

6.3. **Representations and Warranties**

6.3.1. In addition to any other representations, warranties and undertakings granted by this Agreement, you hereby represent and warrant to the Company that:

(a) you accept the terms and conditions of this Agreement, which creates legal, valid, and binding obligations, enforceable against you in accordance with their terms;

(b) your entering into, and performance of your obligations under, this Agreement will not conflict with or violate the provisions of any agreement to which you are party or breach applicable laws;

(c) you have, and will have throughout the term of this Agreement, all approvals, permits, licences and registrations (which includes but is not limited to any approvals, permits, licences and registrations necessary from any applicable Authority) required to enter this Agreement, participate in the Programme and/or receive payment under this Agreement, and you will provide copies of such approvals, permits, licences and registrations to the Company immediately upon our request;

(d) if you are an individual you are not a minor;

(e) if you are a legal entity, this Agreement has been validly approved, authorised and executed as required by your statutory documents and applicable laws;

(f) you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfil your obligations hereunder without violating any Applicable Laws;

(g) all representation and warranties provided by you in this Agreement are and during the Term will remain to be true, complete and accurate.

7. PROHIBITED PRACTICES

7.1. The Company forbids any kind of fraud traffic, which includes, but is 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 at our sole discretion), regardless of whether or not it actually causes harm, including but not limited to: faked leads; use of fake accounts; cookie dropping; incentivised activities; forced clicks; acquisition of customers and/or customers' data through illegal means or similar actions; unauthorised 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; bonus fraud or other misuse of promotional materials, manipulation of services.

7.2. The Company has zero tolerance to unfair and advantage play, money-laundering, fraud, bribery, and corruption. In case the Company determines and/or suspects that the Affiliate or any of your related parties are engaged in any way or attempt to engage in any suspicious transactions, unfair and advantage dealings, money-laundering, fraud, bribery, and corruption, the Company reserves the right to immediately suspend and/or terminate any operations with you and this Agreement, to conduct any investigations as might be necessary in the sole discretion of the Company, and to report/share any information as might be required by applicable laws or deemed necessary in the sole discretion of the Company to the competent Authorities or other industry stakeholders.

7.3. The Company is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. The Company will reject your application or immediately terminate this Agreement if we deem, at our sole discretion, that any of your Affiliate Sites is designed to distribute or promote or uses any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware. If this Agreement is terminated pursuant to this Clause, we shall withhold any Commission (as defined below) otherwise payable to you under this Agreement and will no longer be liable to pay such Commission to you.

8. DATA PRIVACY

8.1. The Affiliate undertakes to ensure that, unless otherwise is required by mandatory provision of applicable laws, it, all its related parties, and other persons engaged in the execution of this Agreement, will keep in secret and not disclose, without the receipt of a prior written consent from the Company, any Confidential Information of the Company and the fact that this agreement is engaged and its details.

8.2. The Affiliate undertakes to ensure that the Affiliate and all persons contracted by the Affiliate for the purposes of the execution hereof will at all times obey the Data Protection Requirements and the Company's Privacy Statement.

8.3. The Affiliate further undertakes to ensure that all users of the Affiliate Site are informed via the Affiliate's privacy policy or other appropriate means that a tracking technology will be installed on the user's hard drive once the user clicks on the Link. You further undertake to ensure that all users of the Affiliate's Site will be given the opportunity to reject the installation of such tracking technology in accordance with the Data Protection Requirements.

8.4. The Affiliate agrees that the Company may share any information obtained from the Affiliate or its authorised representatives in the course of the execution of this Agreement to any members of its Group, Authority, its business partners or otherwise as might be reasonably needed for the Company's Group to operate the Website and conduct business.

9. RESPONSIBLE GAMBLING

9.1. The Affiliate acknowledges and agrees that compliance with the principle of responsible gambling and safe play is one of the core values of the Company's Group.

9.2. To ensure compliance with the aforementioned principle the Affiliate undertakes to ensure that:

(a) all persons engaged by the Affiliate for the purposes of execution hereof are and will be acquainted with the Responsible Gambling Policy, clearly understand the latter, the fundamental concepts of responsible gambling and problem gambling, their importance, as well as the impact of Affilate's services under this Agreement for the customer's protection.

(b) all persons engaged by the Affiliate for the purposes of execution of this Agreement undergo professional trainings and assessments on responsible gamblling and marketing and advertising laws and regulations from time to time, including as might be requested by the Company;

(c) all Content contains the responsible gambling message as required by the NEO.bet Marketing Requirements, Responsible Gambling Policy and applicable laws.

10. **KYC VERIFICATION AND DUE DILIGENCE**

10.1. By accepting this Agreement you agree to be bound by the anti-money laundering policies and procedures of the Company and that the Company has a right to conduct initial and any further Know Your Client (the "KYC") checks and verifications on you and any of your related parties, authorised representatives or other persons engaged by you for the purposes of execution hereof at any time, and for this purpose to request from you any identification and other KYC documents as might be needed in the sole discretion of the Company.

10.2. You agree to promptly provide us with any KYC documents as the Company may request, and represent and warrant to the Company that all information and documents provided by you upon registration and afterwards, is and at all times will be up-to-date, complete, accurate, and correct.

10.3. You agree to inform the Company without delay if:

(a) any KYC information or documents provided by you changes;

(b) you lose your licence, certification, or registration as might be required by applicable laws to perform the services under this Agreement (if applicable);

(c) you suspect that your Affiliate Account or any other information made available to you for the purposes of or in connection to this Agreement has been disclosed and/or used by an unauthorised third party;

(d) you, any of your related parties, authorised representatives or other persons engaged by you for the execution hereof are in breach with this Agreement, have any conflict of interest with the Company's Group or are unable to provide the services under this Agreement for any other reason.

10.4. If your personal information is identified to be not in compliance with anti-money laundering, your Affiliate Account will be frozen immediately until adequate personal identification information is obtained by the Company.

11. **THE PARTIES' RIGHTS AND OBLIGATIONS**

11.1. The Company undertakes to regularly provide the Content and its updates to the Affiliate.

11.2. **Identification and tracking of the Referred Customers**

11.2.1. The Company shall reasonably endeavour to track all Referred Customers and to ensure that whenever a customer satisfies all criteria set forth by this Agreement, including customers directed via the Affiliate's Link to the Website(s), he/she is identified as the Referred Customer originating from the Affiliates Site.

11.2.2. To ensure the aforementioned the Affiliate shall comply with the Company's instructions to track Referred Customers.

11.2.3. However, in case of any doubt, a person will be linked as a Referred Customer to the last affiliate who referred such person to the Website based on the affiliate tracking cookie.

11.2.4. The Company shall not be held liable if it is unable to identify a Referred Customer as originating from the Affiliate's Site, including but not limited to due to any technical or similar issues.

11.3. The Company has the right to monitor the Affiliate Site to ensure that the Affiliate is complying with the terms of this Agreement. Upon the Company's request the Affiliate shall immediately provide the Company with all information and documents as might be needed for the purposes of monitoring at the Company's sole discretion free of charge, including but not limited to all materials and communications sent by an affiliate to third parties for the purposes of attraction of the Referred Customers.

11.4. In addition, the Company has the right to review and audit all relevant records of the Affiliate relating to the execution of this Agreement during the term of this Agreement and for 3 years after termination hereof. The Affiliate undertakes to fully cooperate with the Company and its authorised representatives as might be needed to perform such reviews and audits.

11.5. The details of the Website and jurisdictions covered by this this Agreement will be agreed between the Parties in additional annexes and/or schedules hereto, provided that the Company reserves the right to notify the Affiliate at any time that it may not continue to promote the Company's offers relating to the relevant Website and/or jurisdiction, in which case the Affiliate must stop any marketing, promotional and/or advertising activities relating to the Website and/or jurisdiction in question immediately.

12. **INDEMNIFICATION AND LIABILITY LIMITATIONS**

12.1. The Affiliate shall indemnify on demand and hold harmless the Company, the Group Companies and all its related parties from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and Taxes thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Company or any of its related parties resulting from any breach, non-performance, or non-observance by the Affiliate, its related

party, authorised representatives or other person engaged by the Affiliate for the execution hereof of any of the obligations or warranties specified under this Agreement.

12.2. If the Affiliate or any of its related parties or other persons engaged by the Affiliate for execution hereof is found to be in breach of this Agreement and/or the Company has reasonable grounds to believe they are in breach of or have attempted to breach this Agreement, and/or any representation or warranty given under this Agreement is not complete, true or correct, the Company will have the right to take any or all of the following actions:

(a) suspend and/or withhold any payments due to the Affiliate in whole or in part;
(b) claim reimbursement of any damages, losses and indemnification of any liabilities incurred by the Company, any member of its Group, their related party or customers;
(c) set off any indebtedness due from the Affiliate to the Company, and/or losses or costs incurred by the Company as a result of the Affiliate's non-compliance with this Agreement, against any amount due by the Company to the Affiliate under this Agreement;
(d) suspend and/or close/terminate any Affiliate Account, Sub-Affiliate Account, Promotional Account etc.

12.3. Taking by the Company any of the actions pursuant to this Section shall be without prejudice to any other rights, remedies, legal actions or compensations available to the Company pursuant to this Agreement and/or applicable laws and regulations.

12.4. The Company's aggregate liability in respect of any loss or damage suffered by the Affiliate and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of Commission actually paid by the Company to the Affiliate pursuant to this Agreement in the 3 months prior to the event giving rise to such liability.

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

(a) any losses arising from any interruption, problem or error in the operation of or changes made to the Content or Affiliate Platform;
(b) any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings;
(c) any lost profit, loss of goodwill or reputation; or
(d) any indirect or consequential losses suffered or incurred by the Affiliate arising out of or in connection with any other matter under this Agreement.

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

13. INTELLECTUAL PROPERTY

13.1. The Company hereby grants to the Affiliate a non-exclusive, non-transferable licence, during the term of this Agreement, (i) to use the Content and the Brand solely in connection with the display of the Content on the Affiliate Site(s), and (ii) to use the Affiliate Platform as set forth by this Agreement. These licences cannot be sub-licensed, assigned or otherwise transferred by you. The Affiliate shall not argue, claim, assert or otherwise dispute the invalidity, and/or unenforceability of any IP rights of the Company's Group to the Brand, Content, Affiliate Platform, or any other software, and shall not take any action that may prejudice the Company's Group rights thereto.

13.2. Except for the licence granted pursuant to Clause 13.1, nothing in this Agreement shall constitute any licence, assignment, transfer or any other rights of any IP Rights and Confidential Information which arise as a result of entering into or execution of this Agreement.

13.3. All IP rights and goodwill arising from the Content, the Affiliate Platform, the Confidential Information, customer data and in all products, associated systems and software relating to the services provided by the Company to the Affiliate or its customers from time to time (including created and/or derived out of this Agreement) shall remain the property of the Company.

13.4. The Affiliate shall immediately notify the Company in writing giving full particulars if any of the following matters come to its attention in respect of any activities: (i) any actual, suspected or threatened infringement of the Company's Group IP rights; (ii) any actual or threatened claim, opposition to or misuse of any Company's Group IP rights, (iii) registration or attempt to register any IP rights to the objects which are similar to the Content, the Brand, or the Company's Group software, or which may be associated or otherwise linked to the Company's Group and/or threaten IP rights of the Company's Group.

13.5. You explicitly agree not to register any trademarks, copyrights, or other intellectual property rights to the Content, the Brand, software of the Company, or any objects which are similar to any thereof. You shall not register, apply for registration or use any domain name and/or mobile application similar to any domain name

or mobile application used by or registered in the name of any member of the Company's Group, or any other name that could be understood to belong to the Company's Group.

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

14. TERM AND TERMINATION

14.1. This Agreement comes into force from the date the Company notifies the Affiliate that its application has been successful and allocates the Affiliate ID to the Affiliate, and supersedes and replaces all previous agreements, contracts and/or other arrangements agreed between the Parties and relating to the same subject as this Agreement.

14.2. This Agreement remains in force until its termination pursuant to this Section 14.

14.3. The Company may terminate this Agreement **with immediate effect** by giving written notice to the Affiliate if:

(a) the Company has reasonable grounds to believe or suspects that the Affiliate has breached or attempted to breach this Agreement (excluding any material breaches) and has not amended the breach within 30 days after being notified by the Company, or has breached this Agreement 3 or more times;

(b) the Company has reasonable grounds to believe or suspects that the Affiliate has committed a material breach of this Agreement.

(c) The Affiliate loses its licence, certification or registration with the Authority in cases in which such licence, certification or registration is required by applicable laws;

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

(e) the Affiliate or its related party is in conflict of interest with the Company's Group;

(f) a change of control over the Affiliate has occurred and such change of control has not been approved by the Company in advance;

(g) the Company is obliged to leave a market due to market condition changes, legal and/or regulatory changes;

(h) upon requirement of the Authority;

(i) the Affiliate does not generate any new Referred Customers for a period of 2 months.

(j) in other cases set forth by this Agreement or applicable laws;

14.4. The Affiliate may terminate this Agreement with a **written notice** to the Company:

(a) if it does not agree with the changes made to the Agreement as notified by the Company;

(b) if it does not agree with the changes made to the Commission Plan.

14.5. Either Party has a right to terminate this Agreement at its own discretion by giving a **1 month** advance written notice to the other Party.

14.6. In case of termination of this Agreement, unless otherwise set forth in Clause 14.7 below, the Affiliate will only be entitled to receive the outstanding Commission due as of the effective termination date of this Agreement.

14.7. In case of termination of this Agreement pursuant to Clauses 14.3.1 or 14.3.2 the Company will have a right to terminate and withhold the Commission due to the Affiliate in whole or in part taking into account the impact of a breach committed by the Affiliate and any damages, losses and costs incurred by the Company and its Group as a result of or in connection with the relevant breach, provided, however, that the Company's decision shall be at all times fair, transparent, and justifiable.

15. NOTICES AND COMMUNICATIONS

15.1. All communications between the Parties under this Agreement shall be made in writing via email or the Affiliate Portal, as might be relevant.

15.2. Unless specified below or otherwise notified by the Company, any notice given to the Company under this Agreement shall be sent via email to partners@neo.bet, and the subject of that email shall indicate

"AFFILIATE", followed by "Affiliate's ID" and the topic to which an email relates. For example: "SUBJECT: AFFILIATE_ID0001_Payment for January 2022"

15.3. Any notice relating to billing addressed to the Company shall be sent via email to accounting@neo.bet and the same rules shall apply to meaning the subject of emails.

15.4. Any notices to the Affiliate may be made to the email address indicated in the Application Form or the Affiliate Account.

15.5. A notice received before 9.00 AM CET on a Working Day, shall be deemed to have been received on that specific day. A notice received after 2.00 PM CET on a Working Day, or on any day which is not a Working Day, shall be deemed to have been received at 9.00 AM CET on the following Working Day.

16. DISCLAIMERS

16.1. THE COMPANY MAKES NO EXPRESS OR IMPLIED GUARANTEES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM, ANY INFORMATION ON THE WEBSITE, THE AFFILIATE PLATFORM OR THE CONTENT (INCLUDING WITHOUT LIMITATION GUARANTEES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED GUARANTEES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE), EXCEPT FOR THOSE SET FORTH IN THIS AGREEMENT EXPLICITLY. IN ADDITION, THE COMPANY MAKES NO REPRESENTATION THAT THE OPERATION OF THE CONTENT, AFFILIATE PLATFORM OR THE WEBSITE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, AND WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

17. **GOVERNING LAW OR DISPUTE RESOLUTION**

17.1. This Agreement and any dispute or claim arising from or in connection with the subject matter or formation (including non-contractual disputes or claims) between the Parties shall be governed by, and construed in accordance with English laws.

17.2. Any dispute, controversy, or claim arising from or relating to this Agreement between the Parties shall be settled by Gibraltar courts.

18. **FINAL PROVISIONS**

18.1. **Entire Agreement.** This Agreement is the full representation of what has been agreed between the Company and the Affiliate and replaces all previous oral and/or written agreements between the parties in this regard.

18.2. **Assignment.** The Affiliate has no right to assign, novate or otherwise transfer any rights or obligations under this Agreement to any third party, without the written consent of the Company. The Company reserves the right to transfer this Agreement, or the rights and obligations therefrom, without the consent of the Affiliate to any person.

18.3. **No Partnership or Joint Venture.** Each Party confirms it is acting on its own behalf and not for the benefit of any other person. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, nor constitute any Party the agent, employee or authorised representative of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18.4. **Changes to this Agreement**. The Company reserves the right, unilaterally and at its sole discretion, to amend or substitute any provision hereof from time to time by posting a change notice or a new agreement on the Website and/or via email by sending a notification to the Affiliate as set forth herein. If the Affiliate disagrees with the new amendments, they may terminate this Agreement by giving a notice pursuant to Clause 14.4. Continued participation in the Programme following the Company's posting of a change notice or new agreement on the Website (for more than 30 days) or after receipt of a notification from the Company as a case may constitute a binding acceptance of the modification or of the new agreement.

18.5. **Third Parties' Rights.** No one other than a Party to this Agreement or the member of the Company's Group shall have any right to enforce any of its terms.

18.6. **Additional Remedies.** The rights and remedies provided under this Agreement are not mutually exclusive, and are always in addition to, and not exclusive of, any rights or remedies provided by applicable law. You acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, its being the intention of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

18.7. **Non-Waiver.** The Company's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such provision or any other provision of this Agreement.

SCHEDULE A. GENERAL NEO.BET MARKETING REQUIREMENTS

1. As a member of the NEO.bet Affiliates Program (the "Program") the Affiliate shall share and adhere to core values and principles of the Company's Group as detailed in the Company's Group Code of Conduct, and must always comply with the NEO.bet Marketing Strategy, the Marketing and Advertising Policy, which may be communicated to the Affiliate from time to time, the EGBA Standards and the EGBA Code of Conduct on Responsible Advertising for Online Gambling, applicable laws, regulations, executive orders and guidelines.
2. The Affiliate must ensure that it and all its authorised representatives comply at all times with the (i) general marketing, promotional and advertising requirements and guidelines set forth in this Schedule below, (ii) marketing, promotional and advertising requirements applicable to the relevant jurisdiction as detailed in other schedules to the Agreement, and (iii) other terms and conditions of the Agreement.
3. If you as the Affiliate, are in doubt regarding the compliance of a particular marketing method or material, you must seek the prior approval from the Company.

4. Respect to the Company's Marketing and Advertising Standards

4.1. Respect to Responsible Gambling Principles

4.1.1. Advertising, marketing materials and communications shall not:

(a) target high-risk, underage, self-excluded or banned persons to participate in play on the Website

(b) contain cartoon figures, symbols, role models, and/or celebrity/entertainer endorsers whose primary appeal is to minors. Where cartoons are used, they may not primarily appeal to minors

(c) use individuals who are, or appear to be, minors

(d) appear on billboards or other outdoor displays that are directly adjacent to schools or other primarily youth-oriented locations

(e) appear in media and venues, including on websites, and in digital or online media, directed primarily to minors, or where most of the audience is reasonably expected to be minor

(f) knowingly be communicated or sent to high-risk players

(g) exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of all potentially high-risk persons, or otherwise extoll the virtues of gaming

(h) entice or attract potentially high-risk players. Instead, precautions shall be in place to limit marketing communications to all known high-risk players

(i) be placed in a location that could be perceived as promotiexcng unhealthy gambling and/or promoting harmful practices

(j) portray, condone or encourage behaviour that is criminal or socially irresponsible or could lead to financial, social or emotional harm, or directly or indirectly encourage anti-social or violent behaviour; E.g. The use of iconic drug-related imagery and associated paraphernalia and persons known for their drug use and/or violence, individuals drinking alcohol whilst playing any type of casino game or depicting a player chasing losses, gambling recklessly or gambling reclusively. For the sake of clarity, commercial communications displaying marijuana related symbols or alcohol and/or other illicit substances with gambling are prohibited.

4.1.2. Advertising may not be excessive and/or offers cannot promote excessive play.

4.1.3. Promotion and marketing materials containing inducements, bonuses, and credit promotions shall help prevent extended, continuous and impulsive play, and facilitate low-risk play behaviours. Inducements, bonuses, and credit offers that require excessive play to qualify (e.g. significant playthrough requirements) would not meet this requirement.

4.1.4. All advertising and marketing materials shall contain a responsible gambling message and state the age limit for Company's offerings within all owned, earned, and paid marketing and advertising channels.

4.1.5. If the Affiliate becomes aware of any marketing and advertising sent to any Restricted Customer, the Affiliate shall inform the Company thereon immediately.

4.1.6. All search words that could appeal to younger people in particular (e.g. "playing games") are excluded from NEO.bet's advertising activities.

4.1.7. Inducements such as free spins, bonus credit, freebies (tangible or intangible) of any kind, no matter the value, either for immediate or later consumption cannot be offered to the customer upon showing the intention to stop the gaming session or leave the gaming premises. For the sake of clarity, this includes measures such as personal contact or electronic communications, but excludes pop-ups which are solely intended for the player to confirm that he/she would like to terminate the gaming session or activity.

4.2. Truthful Advertising and Informed Play

4.2.1. All advertising, marketing, and promotions on behalf of the Company must be truthful, shall not mislead players or misrepresent products, including but not limited they shall not:

(a) implying that playing on the Website or gambling in general is required in order to fulfil or may help to solve personal, family, educational, professional problems; E.g. Any representation of a person winning money and suggesting that this somehow resolves an individual's social, educational, professional or personal problems.

(b) promote playing on a Website as an alternative to employment, as a financial investment, or as a requirement for financial security. E.g. Showing individuals in a context such as the workplace or office, thereby suggesting that gaming can in some way substitute employment or assuring some form of financial gain.

(c) contain endorsements by well-known personalities that suggest that playing lottery schemes has contributed to their success.

(d) encourage play as a means of recovering past gaming or other financial losses.

(e) be designed so as to make false promises or present winning as the probable outcome.

(f) imply that chances of winning increase:

- The longer one plays;
- The more one spends; or
- Suggest that skill can influence the outcome (for games where skill is not a factor);

(g) portray, suggest, condone or encourage gaming behaviour that is socially irresponsible or could lead to financial, social or emotional harm.

(h) portray gaming as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments.

(i) suggest that gaming can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration, or portray gaming as socially attractive or suggest that it can enhance personal and, or professional qualities, for example by improving self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration; E.g. Glamorising gaming in a way that suggests that one can attract an abundance of friends since such an activity boosts an individual's social prowess.

(j) suggest peer pressure to gamble nor disparage abstention.

(k) link gaming to seduction, sexual success or enhanced attractiveness.

(l) portray gaming in a context of toughness or link it to resilience or irresponsible play, or

(m) suggest gaming is a rite of passage.

(n) offer a product or promotion that is not reasonably attainable without incurring substantial losses.

(o) be described as free or risk-free if the player actually needs to risk their own money or incur a loss to qualify (e.g. if the player needs to incur any loss or risk their own money to use or withdraw winnings from the risk-free bet). If the player has to risk or lose their own money or if there are conditions attached to their own money, the offer must disclose those terms and may not be described as free.

(p) the Content and the language used to communicate the Content shall not ever use phrases such as "Sure", Guaranteed", "Risk-Free", 'Get free money', 'Risk-free' or similar which may mislead the customer, and shall not be based on themes, or use language, intended to appeal primarily to minors;

(q) Advertising that gives the impression of being edited content is not allowed.

4.2.2. All commercial communications must clearly display:

(a) the name of the operator of the Website;

(b) a reference to the entity which issued the relevant licence, certificate or authorisation to operate the Website in the relevant jurisdiction, referring to any relevant authorisation reference numbers.

4.2.3. The Affiliate must regularly check to ensure that it places and communicates the most up-to-date Content and bonus offers from the Website(s). The latter can be found on the Bonus Page of the Website. Where possible, the Affiliates must repeat the same phrases as used on Bonus Page against the relevant bonus offer to describe/communicate the latter to their users.

4.3. **Use of Only Permitted Methods of Communications, Media and Venues.**

4.3.1. Display of any marketing, promotion and advertising materials in places which are prohibited by law is strictly prohibited.

4.3.2. Advertising and marketing material may not appear in media and venues, including on websites, and in digital or online media, directed primarily to minors, or where most of the audience is reasonably expected to be minor, e.g. Tik Tok.

4.3.3. Affiliates are prohibited to provide gaming devices or gaming equipment (e.g., tablets) to players to access the Websites.

4.3.4. No marketing or advertising materials on behalf of the Company may at any time appear on billboards or other outdoor displays that are directly adjacent to schools or other primarily youth-oriented locations.

4.3.5. No commercial communications may be issued or distributed in any public place, or in or on any means of public transportation in Malta. Provided that such restriction shall not apply to any commercial communications published, displayed or broadcast within authorised gaming premises, or in any work environment used by NEO.bet. In addition, this restriction shall not apply to commercial communications which are displayed or distributed in: (a) locations frequented mainly by tourists, including airports, seaports, hotels, and holiday complexes: Provided that this shall not include bars and restaurants; (b) conferences or events specifically organised in relation to the gaming sector; (c) premises of operators; (d) premises of organisers or beneficiaries of authorised low risk games; and (e) newspapers or magazines.

4.4. Care, Diligence, Prudence and Foresight

4.4.1. All marketing, promotional, or advertising materials shall adhere to the ethical standards, such as respect to others, non-disrimination, respect for human dignity, tolerance for and acceptance of diversity, protection of NEO.bet business reputation etc.

4.4.2. No objectionable materials, including but not limited to materials that infringe or may be perceived as infringing any intellectual property rights, may be deemed to be libelous, defamatory, obscene or pornographic may ever be used to market, promote or advertise any offers, services or brands on behalf of the Company.

5. Requirements to Content

5.1. The Content or any other promotion and communication published by the Affiliates must include the following mandatory terms:

(c) Responsible Gambling Message and Minimum Age:

Examples: +18 only, Gambling can be addictive. Play responsibly

If applicable laws governing operation of the Website impose higher requirements to the minimum age, the minimum age reference shall be updated accordingly

(d) Targeted players

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

(e) Deposit information

Example: No deposit required / Min deposit EURxx etc.

(f) Information about the offer

Example: 100% bonus on 1st deposit up to EURxx etc.

(g) Wagering requirements and bonus expiry

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

(h) Information about bet limitations

Example: Min bet EURxx / Max bet EURxx when playing with a bonus etc.

(i) Game restrictions

Example: Free spins on Starburst / selected games only etc./Does not apply to casino games/Sport betting products only

(j) All marketing, promotional, or advertising materials where relevant shall be accompanied by marks © , ®, ™ etc.
(k) A link to the Terms and Conditions (T&Cs) of bonus offers
(l) Information about additional terms, if any
(m) Information or links to industry bodies that provide support in relation to Responsible Gambling, please find the sample of the Responsible Gambling page of the Website

5.2. If space is limited, significant terms of the promotion (i.e. points (a) to (h) above) must always be displayed in the offer and the term "T&Cs apply" must be displayed in the offer as a link to additional terms and T&Cs of the promotion one click away. The link should refer to either the Affiliate's page where the T&Cs are displayed or the Company's Brand site where the full set of T&Cs of the promotional offer must be visible. Information or links to industry bodies that provide support in relation to Responsible Gambling may be displayed as a single reference on the Affiliate's site page where the promotion offer is displayed.

5.3. The ensuing importance of the responsible gambling messaging, including of message 'Play Responsibly' or any other words portraying the same meaning and that capture the viewer's attention, shall be clearly displayed on all commercial communications and must amount to a minimum of 10% of the advertisement. In situations where the advertisement is so limited in size and the inclusion of such a message is impractical, alternative measures must be employed by the authorised person, such as click-throughs.

6. Tipsters

Any Affiliate Site which publishes or communicates betting tips or hosts challenges/competitions encouraging others to do so and at the same time provides any reference to the Company's offers or trademarks:

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

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

7. SMS

The Company has decided not to engage in any SMS activity through a third party for the foreseeable future. Any Affiliate found to be running SMS activity will have its Affiliate account terminated immediately.

8. Email Marketing

Affiliates may only engage in any email marketing activities on behalf of the Company subject to receipt of a prior approval from the Company.

9. Social Media

Before placing any promotions on social media the Affiliate shall assess the potential audience that may be targeted and must always ensure that applicable laws of the jurisdiction of the targeted group on marketing, promotion and advertising are adhered to.

Advertising and marketing materials may not appear in social media directed primarily to minors, or where most of the audience is reasonably expected to be minor, e.g. Tik Tok.

Facebook, Twitter, Twitch and other social media have their own guidelines and policies regarding the advertising of gambling products and the Affiliates must in addition to the terms of the Agreement comply with such guidelines and policies. For example, if promoting gambling through a Twitter, Facebook or any other social media handle, an 18+ statement (or 19+, or 21+, or other in some jurisdictions) must be included in the Affiliate's page bio and any relevant agreements/addendums between the Affiliate and the social media companies must be concluded and signed.

For your informative and guideline purposes, please find below links to some of the social media policies below:

- Facebook general advertising policies: https://www.facebook.com/policies/ads
- Facebook policy on Real money gambling: https://www.facebook.com/policies/ads/restricted_content/gambling
- Twitter general advertising policies: https://support.twitter.com/articles/20169693
- Twitter policy on advertising Gambling content: https://support.twitter.com/articles/20170426

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

10. Media Buying

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

11. Live Streaming

Affiliates:

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

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

12. Broadcasting

Promotions or advertising of any offerings on the Website operating under the MGA licence via broadcasting means shall be subject to the Requirements as to Advertisements, Methods of Advertising and Directions Applicable to Gambling Advertisements.

Schedule B. Special Terms for the Affiliate Compliance in Ontario, Canada

1. For the purposes of any marketing, promotion and advertising activities on the Ontario market a "**minor**" means a person under 19 years old.
2. The Affiliate shall provide persons in Ontario commercial messages exclusively aimed at informing persons in Ontario about the products and services offered by NEO.bet on the Ontario Website, and shall not promote any other sites associated with NEO.bet to persons in Ontario.
3. The Affiliate shall make its best commercial efforts to avoid marketing and advertising of the Websites and its offerings over any owned or paid media outlet to markets outside of the Province of Ontario. For clarity, technical limitations relating to certain broadcast channels, including television, may not allow geographic discrimination of marketing and advertising. The Affiliate shall ensure that any marketing and advertising that may be viewed by individuals outside of the Province of Ontario will explicitly state that the games offered on the Website are only available to those physically present in the Province of Ontario.
4. The Affiliate shall not engage in direct-to-consumer marketing, direct-to-consumer promotion, or player referral services related to online gambling sites that facilitate or accept wagers from persons in Ontario without an AGCO registration.
5. The Affiliate shall not provide advertising, marketing materials, and communications in Ontario that target high-risk, underage, or self-excluded persons or encourage said persons to participate in gambling.
6. Advertising, marketing materials and communications provided by the Affiliate in Ontario shall not include underage individuals, and shall not knowingly be communicated or sent to high-risk players.
7. **Inducements, Bonuses, And Credits**

7.1. Marketing, promotion or advertising of any inducement, bonus and credit offers on behalf of the Company may be performed exclusively upon separate approval of the Company, exclusively through direct marketing and only to players who have consented to receive them as informed by the Company to the Affiliate.

7.2. Any public advertising, including targeted advertising and algorithm-based ads, of inducements, bonuses and credits is strictly prohibited, including targeted advertising and algorithm-based ads.

7.3. Advertising covered by this prohibition includes any communication of the inducement, whether verbal, written, or otherwise, regardless of the chosen communication channel (including, among other things, links, player referrals, internet search engine results, chat rooms).

8. **Advertising on Social Media.** The Affiliate shall ensure that all sponsored social media marketing and advertising in Ontario be targeted at consumers at least 19 years or older or 25 years or older where the Company does not inform the Affiliate that it holds any first data about the consumer.
9. **TV Advertising.** All television marketing and advertising conducted on behalf of the Company in Ontario shall comply with the Canadian Code of Advertising Standards and must be cleared for airing by ThinkTV Clearance Services or any successor or replacement thereof.
10. Display of logos

10.1. Where the Affiliate displays the NEO.bet logo, it shall display the logo of iGaming Ontario ("iGO") as provided by NEO.bet alongside the NEO.bet logo. NEO.bet will provide a set of logos, which may include other prescribed trade-marks, to the Affiliates (each, an "iGO Logo" and collectively, the "Logo Suite")

10.2. All placements of an iGO Logo must appear sufficiently visible in size so that it is clearly readable. The Affiliate shall not use an iGO Logo in a manner implying that iGO is in a joint venture, is sponsoring, co-organizing, or a collaborator of NEO.bet or any entity related to NEO.bet. The Affiliate is responsible for using the name of iGO and/or the iGO Logo correctly

10.3. Examples of the English iGO Logo and iGO Logo with tagline are as follows:

10.4. The Affiliate shall only utilise an iGO Logo from within the Logo Suite provided by NEO.bet. If an iGO Logo is revised in the future, the new revision will be provided to Affiliates.

10.5. When using an iGO Logo, the Affiliate shall adhere to the following brand standards:

- Always use artwork in the Logo Suite and never recreate or redraw an iGO Logo
- An iGO Logo design and/or proportions may under no circumstances be changed
- An iGO Logo may only be depicted in the designated colours and must not be used in black and white
- Affiliates that manage social media accounts and/or advertise in French within the Ontario market must follow the same brand guidelines herein by utilizing a French iGO Logo. An English and a French iGO Logo may be used together in bilingual environments. They should always appear side by side, never stacked. Each iGO Logo must be separated with a pipe.
- Standing out clearly is key to the iGO brand presence. Follow these requirements for minimum sizes for print and digital applications to ensure that images, text and trim edges don't compromise an adequate clear space surrounding each iGO Logo.
    - Minimum size for English iGO Logo is 1.0" / 72 px
    - Minimum size for English iGO Logo is 1.2" / 88 px
- Apply similar considerations for an iGO Logo with the tagline:
    - Lowest clear space measured from tagline base
    - Minimum sizes based on iGO symbol and wordmark width (excluding tagline)

10.6. iGO Logos shall always be used as they were provided by NEO.bet upon iGO guidelines, recreation or redrawal of an iGO Logo is strictly prohibited, including but not limited to:

(a) Do not use the iGO wordmark components in isolation
(b) Do not place the iGO Logo into an additional shape
(c) Do not distort the iGO Logo
(d) Do not independently resize iGO Logo components
(e) Do not apply the one-colour iGO Logo when it could be reproduced in full colour
(f) Do not apply different colours to the iGO Logo
(g) Do not place the iGO Logo over a solid colour, busy pattern or image that does not provide sufficient contrast
(h) Do not add to, or remove, elements from the iGO Logo

Schedule C. Special Terms for the Affiliate Compliance in Germany

1. Only advertising of sport betting is permitted. Advertising of any other forms of gambling, including, but not limited to, advertising of virtual slot machines, online poker, and online casino games is prohibited.
2. Advertising, marketing materials, and communications shall not target high-risk, minors (underage), self-excluded players, or persons who are banned from participating in play on the Website.
3. Advertising via telecommunications systems is prohibited.
4. Advertising of sports betting is not permitted on the broadcasting channel immediately prior to or during the live broadcast of a sporting event.
5. Live scores of sporting events may not be associated with advertising for sports betting on that sporting event (e.g. while displaying the odds offered by the Company the live scores of sport events may not be shown). This does not affect the display of live interim results for betting offers on the Company's own website.
6. Advertising for sports betting with active athletes and officials is not permitted.
7. Advertising for games of chance in sports facilities is only permitted in the form of umbrella brand advertising on jerseys and banners and similar advertising materials.
8. The Affiliate shall not engage in direct-to-consumer marketing, direct-to-consumer promotion, or player referral services related promoting the Company’s websites or services.
9. No advertising to banned players is permitted.

Schedule D. Agreed Commission Terms

Commission Plan & General Commission Terms to NEO.bet Affiliate Partnership Scheme Terms and Conditions	
Date:	
Website:	
Company's Details:	Greenvest Betting Ltd., registered at Gibraltar GX11 1AA, at Suite 3, Second Floor, Icom House, ⅛ Irish Town, identification number 120287
Authorised Contact Email:	
Company's Contact Email:	
Affiliate Details	
Name:	
Address:	
ID number:	
Affiliate Site/s:	
Contact Manager Name:	
Authorised Contact Email:	
Bank Name:	
Bank Address:	
IBAN:	
Account holder's Name:	
SWIFT Code:	
Commission Terms	
FTD	
STD	
Revenue Share	

Company's Signature:		**Affiliate's Signature**	
Name:		**Name:**	

Title:		**Title:**	
Date:		**Date:**	
Signature:		**Signature:**	

Schedule E. Commission Plan Update

Commission Plan & General Commission Terms to NEO.bet Affiliate Partnership Scheme Terms and Conditions	
Date:	
Website:	
Company's Details:	Greenvest Betting Ltd., registered at Gibraltar GX11 1AA, at Suite 3, Second Floor, Icom House, ⅛ Irish Town, identification number 120287
Company's Affiliate Manager:	
Authorised Contact Email:	
Affiliate Details	
Name:	
Address:	
ID number:	
Affiliate Site/s:	
Contact Manager Name:	
Authorised Contact Email:	
Commission Plan Terms	
FTD	
STD	
Revenue Share	

Schedule F. Promotional Accounts

1. Due to the nature of the Affiliate's services the Company hereby agrees that the Promotional Accounts may be opened for the Affiliate and its authorised representative, provided all terms and conditions of this Schedule and the Agreement are strictly complied with at all times.
2. For the purposes of opening a Promotional Account the Affiliate shall send a request to the Company in free form containing:
    a. the purpose of using the Promotional Account (e.g. video streaming….)
    b. name, surname, contact email and cell phone number of all holders of Promotional Accounts
    c. at least 2 identification documents for each holder of the Promotional Accounts, namely:
        i. a copy of a passport of ID document;
        ii. a copy of any other official document for the holder of a Promotional Account enabling the Company to verify the residence address of the holder.
3. The Affiliate acknowledges and recognises that the Affiliate will bear the full responsibility against the Company's Group for the use of Promotional Accounts by their holders as for its own and that all the below requirements for the use of the Promotional Accounts will be complied with at all times.
4. Promotions Accounts Terms
    a. The use of Promotional Accounts will be governed by the terms and conditions of the use of the Website on which an account is opened, subject to additional terms set forth in this Schedule below.
    b. A Promotional Account may and will be used exclusively for the purposes of promoting, marketing and advertising the Website pursuant to the Agreement and it may not be used to generate any revenues from the Website(s), including no games may be played for real money, no real money wagers or bets may be placed at any time through a Promotional Account.
    c. The Promotional Account shall be used at all times in compliance with the Agreement.
    d. A Promotional Account will be used exclusively by an individual for whom it was opened and who is indicated as a holder of the relevant account in the Company's Group system (the "Holder of the Promotional Account").
    e. No more than one Promotional Account may be opened for one individual.
    f. A Holder of the Promotional Account and his related parties may not open any other igaming account on the Website(s).
    g. Credentials of the Promotional Accounts will be kept in secret and will not be disclosed to any third party.
    h. If the Company at its sole discretion determines that any Promotional Account is misused or is used in breach with this Schedule or any other terms of the Agreement, the Company reserves the right to close the relevant Promotional Account and/or any other Promotional Accounts opened upon request of the Affiliate immediately.
5. For the purposes of this Schedule all terms used herein shall have the same meaning as attributed to them in the Agreement executed between the Company and the Affiliate.
6. This Schedule comprises an integral part of the Agreement. Unless otherwise agreed between the Parties, this Schedule comes into force as of the date the Agreement between the Parties becomes effective and shall terminate upon termination of the Agreement.

Schedule G. Special Promotional Campaign Insertion Order

NEO.bet Details	
Company's Name	
Company's Address	
ID number	
VAT number	
Website URL	
Contact Manager Name:	
Contact Manager Email:	
Affiliate Details	
Name:	
Address:	
ID number:	
VAT number:	
Affiliate Site:	
Contact Manager Name:	
Contact Manager Email:	
Bank Name:	
Bank Address:	
IBAN:	
Account holder's Name:	
SWIFT Code:	
Campaign Details	
Campaign Name:	
Start: Date:	
End Date:	
Other Details:	
Visibility Details:	

Brand	Vertical	Affiliate Site	Agreed Visibility	Monthly Fixed Fee	Total Fixed Fee
Performance Deal					
Other Details:					

Company's Signature:		Affiliate's Signature	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Signature:		Signature:	