GENERAL TERMS AND CONDITIONS FOR DOING BUSINESS REGARDING AFFILIATION PROGRAMME OF HATTRICK ONLINE S.R.L.

The following terms and conditions (Terms) apply without exception to all dealings with affiliates of Hattrick Online S.R.L. (the Company), a legal entity with registered office at Bucharest, district 3, 165 Splaiul Unirii, TNO 2 Building, floor 5, having Trade Register number J2024041053005 and fiscal registration number is 50878823. The Company is in course of obtaining the license for organizing remote games of chance, and Terms will become effective from the moment the license is obtained.

1. SCOPE

1.1 THESE TERMS ARE IN LIEU OF AND REPLACE ANY AND ALL TERMS AND CONDITIONS SET FORTH ON AFFILIATE'S SPECIFICATIONS, OR ANY OTHER DOCUMENT ISSUED BY THE AFFILIATE. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS OF ANY SUCH DOCUMENT ISSUED BY THE AFFILIATE ARE HEREBY OBJECTED TO BY CASA PARIURILOR AND SHALL BE WHOLLY INAPPLICABLE TO ANY AFFILIATE RELATIONSHIP MADE HEREUNDER. No waiver or amendment of any of the Terms shall be binding on Casa Pariurilor unless made in writing expressly stating that it is such a waiver or amendment and signed by an authorized representative of Casa Pariurilor. No representation, warranty, course of dealing, or trade usage not expressly set forth herein will be binding on Casa Pariurilor.

2. DEFINITIONS

2.1. The following terms will have the meaning ascribed to them hereunder unless otherwise specified:

Affiliate represents the legal entity which / natural person who (i) holds a class 2 affiliate license issued by the Romanian National Office for Gambling, and (ii) provides marketing services the Company as per the Agreement;

Affiliate Account represents the Affiliate's account with the Program;

Affiliate Sites means any website which has been approved by the Romanian National Office for Gambling, owned and/or operated by the Affiliate and that is identified in the Order Form;

Agreement represents the Order Form and these Terms;

Application Form represents the online form available at https://afiliati.casapariurilor.ro/#/registration which the Affiliate will have to fill in and submit with the Company to be considered for the purpose of the Program;

CPA Commission means a flat rate "cost per acquisition" commission to be paid once by the Company to the Affiliate for each First Time Depositor as agreed in the Order Form, subject to the Terms;

First Time Depositor means any person located in Romania: (i) who has not previously registered an account with the Company's Website and/or any other website and/or application owned and/or operated by the Company and/or any other Fortuna Group Company; (ii) who clicks on a Link which the Affiliate displays on the Affiliate Sites in accordance with the Agreement and such person is directly sent to the Company's Website; (iii) registers with the Company's Website; and (iv) meets any other qualifications based on gaming activity which the Company may add from time to time at its discretion;

Flat Fee Commission means the amount payable per each calendar month which has been completed in full during the term of the Agreement, irrespective of the Affiliate's performance during that respective month. Such amount shall be pro-rated for the first calendar month for the number of days delivered in such calendar month, if the Order Form is signed by both Parties after the first day of the relevant calendar month;

Website means www.casapariurilor.ro;

Fortuna Group Company means in relation to the Company, any company or other entity, with or without legal capacity, which controls directly or indirectly, is controlled by or is under common control with the Company. For this purpose, it is considered that a person controls a company or an entity whenever (a) it holds, directly or indirectly, at least 50% of the share capital of the other company, or (b) in the absence of such holding, it has substantially the power to manage, or determine the management and set the strategy of the respective company or entity;

Links means unique links from the Affiliate Sites to the Company's Website which can take the form of any of Company's banners, e-mails, articles or a text Trade Mark means the Company's trade mark as registered by any of the Fortuna Group Companies;

Net Revenue is defined as:

a) On sportsbook, which includes Esports, sports betting, lotteries, virtual sports, all gross monies received by the Company in respect of all settled bets made by First Time Depositors after deducting: (i) monies paid out to First Time Depositors as winnings, (ii) monies paid in the form of betting duties or taxes (or reasonable provisions in respect thereof), (iii) bad debts, (iv) fraud, (v) returned stakes, (vi) transactions which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs), (vii) voids, (viii) bet/deposit bonuses, and (ix) any administration fees;

b) On casino, which includes slots, tables, live casino, novelty games, all amounts wagered by First Time Depositors minus (i) monies paid out to First Time Depositors as winnings, (ii) jackpot bets, (iii) cancelled bets, (iv) monies paid in the form of duties or taxes (or reasonable provisions in respect thereof), (v) licensing fees, (vi) charge backs, (vii) bad debts, (viii) fraud, (ix) bonuses, and (x) any administration fees;

Order Form represents the commercial terms agreed by and between the Company and the Affiliate on a case-by-case basis;

Product(s) means either sportsbook and/or casino products on the Company's Website detailed in the Order Form for which the Company is to pay the Affiliate a Revenue Share Commission;

Revenue Share Commission means a commission calculated as a percentage of the Net Revenue with respect to each Product offered on the Company's Website which is generated by First Time Depositors in any calendar month as agreed in the Order Form;

Trade Mark means the Company's trade mark as registered by any of the Fortuna Group Companies.

3. PARTICIPATION IN THE AFFILIATE PROGRAM

3.1. To enroll in the Program, the Affiliate will need to accept these Terms by ticking the box indicating the Affiliate's acceptance of the Terms and completing and submitting the Application Form. The Company will in its sole discretion determine whether to accept the Affiliate's application or not. If the Company accepts the Affiliate's application, the Company will communicate the Order Form to the Affiliate which it will return signed to the Company. Upon receipt of the executed Order Form, the Company will activate the Affiliate Account.

3.2. For the avoidance of any doubt, the Company accepts in the Program only Affiliates meeting the following conditions cumulatively:

a) Both the Affiliate and the Company executed the Order Form;

b) The Affiliate submitted with the Company a certified valid copy of the class 2 affiliate license issued by the Romanian National Office for Gambling;

c) The Affiliate submits evidence with the Company to the Company's satisfaction that the relevant payment has been made to the Romanian National Office for Gambling for the class 2 license to have full force and effect for the forthcoming year;

d) The Affiliate always complies with the applicable legislation for providing the services under the Agreement.

3.3. The Affiliate will inform the Company immediately about any change in the validity of its class 2 license. In case the Affiliate's class 2 license is cancelled, revoked, discontinued, suspended and/or expires, for any reason whatsoever, the Agreement shall automatically and immediately terminate, without any further proceedings.

3.4. The Affiliate shall set up its own password for the Affiliate Account. The Affiliate Account is solely for the benefit of the Affiliate and the Affiliate undertakes that it shall not allow any third party to use the Affiliate Account, password to the Affiliate Account or its identity to access and/or participate in the Program.

3.5. The Affiliate is fully responsible for any activities undertaken on the Affiliate Account. The Affiliate shall inform the Company immediately if the Affiliate suspects that the Affiliate Account is being accessed and/or used by a third party. For the avoidance of any doubt, the Company shall not be liable for any activities undertaken on the Affiliate Account and/or for

any damages that may arise from the Affiliate Account.
3.6. By accessing the Affiliate Account, the Affiliate will have access to the tools (e.g., banners, dashboard, billing) made available by the Company.

4. COMMISSION

4.1. Subject to the commercial terms agreed through the Order Form, from the date of execution of the Order Form, Affiliates may in principle be entitled to any combination of the following commissions: Revenue Share Commission, CPA Commission, Flat Fee Commission.
4.2. In the unlikely event that the Affiliate receives any commission when the Affiliate does not possess a valid class 2 license issued by the Romanian National Office for Gambling (by way of example only, if such class 2 license has been cancelled, revoked, discontinued, suspended or expires), the Affiliate will immediately reimburse the Company any and all such commission paid to the Affiliate and indemnify and hold harmless the Company and any Fortuna Group Company for any loss or damages suffered in such situation.
4.3. The Affiliate's shareholders, employees and/or their respective relatives are not eligible to become a First Time Depositor and should any of them do so, the Company shall not be liable to pay any commission with respect to such person and such act is a fraudulent act committed by the Affiliate against the Company.
4.4. The number of First Time Depositors per individual household, tablet device, mobile device and computer is strictly limited to one.
4.5. If the Affiliate does not direct a sufficient number of First Time Depositors directly through the Links placed on the Affiliate Sites in any calendar month, or if the First Time Depositors do not generate sufficient revenue, or the behavior of the First Time Depositors indicates that these target the bonuses offered by the Company, or the First Time Depositors act coordinated to increase their chances of winning, the Company at its sole discretion may reduce the commission paid to the Affiliate for the calendar month when such circumstances arise. For the avoidance of any doubt, the commission may be reduced multiple times during the term of the Agreement.
4.6. Subject to the Affiliate meeting all conditions herein provided, the Company will be liable to pay any commission only during the term of the Agreement and in no way whatsoever will the Company be liable to pay any commission following termination of the Agreement.
4.7. Affiliates will invoice the Company anytime between the 2nd and the 20th day of the next month for the previous calendar month, based on the activity reports available under the Affiliate Account. The Company will pay the undisputed invoices within 30 days from receipt of the invoice issued correctly. Affiliates will communicate all invoices to the following email address: affiliates@casapariurilor.ro.
4.8. For the avoidance of any doubt, Affiliates will issue invoices only for amounts exceeding 200 EUR, provided that the Affiliate has at least 5 active customers in any given moment. If in any month the amount to be invoiced is lower than 200 EUR or the Affiliate has less than 5 active First Time Depositors, such amount will be carried forward to the next month, until the amount accumulated in the Affiliate Account is higher than 200 EUR and the Affiliate has more than 5 active First Time Depositors.
4.9. If the Affiliate is paid a Revenue Share Commission, the Company may at its sole discretion: (i) in calculating the Revenue Share Commission to be paid to the Affiliate in a calendar month take into account the Net Revenue both positive and negative, generated by the First Time Depositors on the Company's Website; and/or (ii) in the event that at the conclusion of a calendar month the Net Revenue generated by the First Time Depositors on the Company's Website is a negative amount, deduct such negative amount from the Net Revenues in following calendar months until the negative balance has been fully set-off against future positive Net Revenues generated and/or any other payment payable to the Company and/or any Fortuna Group Company by the Affiliate and/or the Company may issue an invoice for such negative amount and the Affiliate shall pay such amount within 5 (five) days of its receipt of such invoice.
4.10. If the Affiliate and another marketing partner of the Company and/or any Fortuna Group Company directs a person to the Company's Website and such person becomes a First Time Depositor, the Company shall pay the party which last directed such person to the

Company's Website and the person has subsequently registered with the Company's Website.
4.11. Any amount paid by the Company to the Affiliate under the Agreement shall include without limitation all taxes (such as Value Added Tax, where applicable), duties, fees, excises or tariffs. In the event the Company is required to withhold and/or deduct on account of any taxes, all such withholdings and/or deductions shall be considered as paid to the Affiliate. In addition, the Company shall have no obligation to increase such payments of commission to the Affiliate in the event any taxes, duties, withholdings or deductions and/or other governmental assessments become applicable.
4.12. Payment of the Revenue Share Commission to the Affiliate shall be made in EUR.
4.13. The Company's records and calculations regarding the number of First Time Depositors and/or including without limitation the Revenue Share Commission, gross revenues, winnings and/or Net Revenue shall be the sole and authoritative tool and shall not be open to review or appeal.
4.14. If the Affiliate is paid a Revenue Share Commission: if a First Time Depositor wins a jackpot, the Company reserves the right at its sole discretion to remove such First Time Depositor from calculating the Revenue Share Commission for the entire month when the jackpot was won and onwards. For the avoidance of any doubt, such First Time Depositor shall no longer be used to calculate any Revenue Share Commission (including without limitation in the calendar month in which the jackpot occurred). In addition, the Company reserves the right at its sole discretion to deduct any Revenue Share Commission already paid with respect to such First Time Depositor from the commission in the following calendar months until such amount has been fully set-off against any future positive commission.
4.15. If a First Time Depositor reaches a total deposit amount of Euro 100,000 EUR or more, the Company reserves the right at its sole discretion to remove such First Time Depositor from Revenue Share Commission for the entire month when the threshold was reached and onwards.
4.16. If any First Time Depositor is blocked or suspended, for example for reasons of fraud or any failure to validate the end-user account, the Company shall not be liable to pay the Affiliate any Revenue Share Commission and/or CPA Commission (as and if applicable) with respect to such First Time Depositor.
4.17. Without derogating from Clause 4.13, if an error is made in the calculation of the number of First Time Depositors and/or the commission, the Company reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by the Company to the Affiliate, including without limitation, by way of reducing future payments which might otherwise be due to the Affiliate from the Company from time to time and/or issue an invoice for such overpaid amount and the Affiliate shall pay the Company such amount within 5 (five) days of its receipt of such invoice.
4.18. If the Affiliate provides the Company with incorrect or incomplete payment details or the Affiliate has failed to update its payment details on the Affiliate Account and as a result the commission is paid to an incorrect payment account and/or not paid at all, the Company shall no longer be liable to the Affiliate for any such commission.
4.19. The Company may at its sole discretion change the type of commission and/or the amount of the commission paid by the Company to the Affiliate multiple times throughout the Agreement.
4.20. Without derogating from Clause 4.19, if the parties agree through the Order Form to change the type of commission and/or the amount of the commission paid by the Company to the Affiliate (as applicable), such change will only apply to future First Time Depositor generated in accordance with the Agreement by the Affiliate from (and inclusive of) the date agreed by the parties and not to any past First Time Depositors generated in accordance with the Agreement by the Affiliate prior to such date.

5. FRAUD

5.1. The Company reserves the right to seek criminal and/or other sanctions against the Affiliate, if the Company suspects that the Affiliate, the First Time Depositor and/or any third party acting indirectly or directly on behalf of the Affiliate has engaged in any fraudulent,

dishonest and/or criminal act and the Company may disclose such information to the relevant authorities and/or other relevant third parties as may be necessary in this regard.

5.2. The Company retains the right to review the Affiliate's activity under the Agreement for possible fraud, whether such fraud is the Affiliate's, any third party acting indirectly or directly on behalf of the Affiliate and/or a First Time Depositor. The Company has the right to withhold any payments due to the Affiliate until the Company completes its review of the Affiliate's activity as per this Clause FRAUD of the Agreement.

5.3. By way of example only, "fraud" shall include but not be limited to: (i) any act by the Affiliate, any third party acting indirectly or directly on behalf of the Affiliate and/or by a First Time Depositor which is reasonably understood to have been committed in bad faith against the Company and/or any Fortuna Group Company; (ii) the offering and/or providing by the Affiliate or any third party of any incentives (financial and/or otherwise), including without limitation any reward scheme, to potential or existing First Time Depositors; (iii) a chargeback executed by a First Time Depositor in relation to their initial deposit; (iv) collusion on the part of the First Time Depositor with any other player on the Company Sites; (v) the Affiliate's use and/or a First Time Depositor's use of any device, robot, spider, software, routine or other method (or anything analogous to the foregoing) which attempts to interfere and/or interferes with the proper functioning of the Company's Website and/or the products offered on the Company's Website and/or any related information or transactions on the Company's Website.

5.4. Any fraud on the part of the Affiliate, by any third party acting indirectly or directly on behalf of the Affiliate and/or by a First Time Depositor, constitutes a breach of the Agreement. The Company also retains the right to set-off from future commission payable to the Affiliate any amounts already received by the Affiliate generated by fraud.

6. RIGHTS AND OBLIGATIONS OF THE AFFILIATE

6.1. By registering in the Program, the Affiliate undertakes to promote the Company through the Affiliate Sites, subject to the following obligations, limitations and restrictions, which the Affiliate agrees to perform and observe:

6.1.1. The Affiliate agrees to comply with all the laws and regulations applicable to the Affiliate Site(s) and also with any laws and regulations applicable to the Company's Website as notified to the Affiliate from time to time.

6.1.2. The Affiliate must fully comply with the Company's most recent up-to-date guidelines in relation to the use of the Link(s). The Company will post these guidelines on the Affiliate Account. The Company may amend these guidelines from time to time at its sole discretion and the Affiliate should therefore visit the Affiliate Account regularly so as to ensure that the Affiliate is aware of, and in compliance with, the latest version of these guidelines.

6.1.3. The rights the Affiliate benefits from under these Terms are non-exclusive and the Company will grant identical or similar rights to other Affiliates. The Affiliate shall not claim or hold itself out to any third party as having any type of exclusivity in the affiliate relationship with the Company at any time.

6.1.4. The Affiliate acknowledges and agrees that nothing, whether in these Terms or anywhere else, shall in any way be construed as imposing any obligation whatsoever on the Company (or any of Fortuna Group Companies) to operate or continue to operate the Company's Website, either at all or in relation to any particular markets, languages, territories or products.

6.1.5. The Affiliate agrees to provide the Company with all such information as the Company may reasonably request for regulatory purposes, including as may be requested by the Company in relation to any reports or information that the Company may wish or need to provide to the Romanian National Office for Gambling.

6.1.6. The Affiliate agrees that the Affiliate is solely responsible for the development, operation and maintenance of the Affiliate Site(s) and for all materials that appear on the Affiliate Site(s) at any time. The Affiliate will ensure that no material appears at any time on the Affiliate Site(s) which results or could result in the Affiliate Site(s) being confused with the Company's Website.

6.1.7. The Affiliate will ensure that the Affiliate Site is fully compliant with and adheres to all applicable legislation (including without

limitation protection of any intellectual property rights) with respect to any marketing and/or advertising activity carried out by the Affiliate for or in relation to the Affiliate Site. The Affiliate will ensure that the advertising is socially responsible and in compliance with all applicable laws and regulations related to gambling. In complying with this clause, the Affiliate agrees that the Affiliate advertising will not:

a) Be offensive, discriminatory, immoral, illegal or otherwise inappropriate, or contain sexually explicit, pornographic, obscene or graphically violent material;

b) Target or be likely to appeal to persons aged under 18, or self-excluded persons; or

c) Promote irresponsible, compulsive or addictive forms or modes of gambling (including without limitation by evoking that participation in gambling is a source of income, an investment, a guarantee of winnings, the solution of difficult life situations or in any other way that would motivate players to play beyond their financial situation or in general in conflict with the principles of responsible gaming) and will at all times feature an "18+" logo.

Further, the Affiliate will indemnify and hold the Company harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly or indirectly out of the development, operation, maintenance, and contents of the Affiliate Site.

6.1.8. The Affiliate will not market or promote the Affiliate Site(s) in any way which might compete with the Company and/or Fortuna Group Companies' own marketing efforts, unless the Affiliate has received prior written approval from the Company specifically permitting the Affiliate to do so. By way of example only, the following activities will be considered activities, which if undertaken by the Affiliate would compete with Fortuna Group Companies' own marketing efforts and which would therefore be prohibited under this clause:

a) Placement of Link(s) on any internet sites on which Fortuna Group Companies place advertisements for the Company's Website;

b) Placement of a Link on any internet site other than the Affiliate Site(s); and

c) The promotion of the Company's Website by the Affiliate by way of keyword advertising with internet search engines;

6.1.9. The Affiliate may not hold itself out to be, or to represent, any of the Company or any Fortuna Group Company.

6.1.10. The Affiliate agrees, upon the Company's request, to submit copies of any personal documentation or such corporate documents as the Company may specify for the Company to complete its customer and business due diligence obligations in accordance with applicable laws, such as counter-terrorism, anti-money laundering laws and regulations, in force from time to time. The Affiliate warrants that the Affiliate will comply with all applicable rules, laws, and regulations, including all applicable anticorruption, anti-money laundering and bribery rules, laws and regulations.

6.1.11. The Affiliate agrees to place the Link(s) on the Affiliate Site(s) and to ensure that the Link(s) is/are properly formatted at all times. The Affiliate will not create any link from the Affiliate Site(s) to the Company's Website other than the Link(s) without the Company's prior written consent nor will the Affiliate modify any of the Link(s) without the Company's prior written approval.

6.1.12. The Affiliate will only use advertising creative (banners, html mailers, editorial columns, images and logos) approved by the Company and will not alter their appearance nor refer to the Company in any promotional materials other than those that are available under the Affiliate Account.

6.1.13. The Affiliate is hereby granted a nonexclusive, non-transferable license, during the term of this Agreement, to use the Company's trade name, Trade Mark, logos and any other designations, which the Company may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Site. This license cannot be sublicensed, assigned or otherwise transferred by the Affiliate.

6.1.14. The Affiliate acknowledges that the placement of the Link(s) on the Affiliate Site(s) and the Affiliate conduct as an affiliate has the potential to inflict substantial damage to the Trade Mark and to the reputation and goodwill of the Company and any Fortuna Group Company and that the Affiliate will at all times act in a manner that will not harm the Trade Mark, or the reputation and goodwill or any of the Company's intellectual property rights.

6.1.15. The Affiliate will use best efforts to promote the Company's Website in a manner that is consistent with good business industry practice and which does not reflect adversely upon or bring into disrepute the Company's name, image or reputation and that of Fortuna Group Company.
6.1.16. The Affiliate will not, nor will any person on the Affiliate behalf or with the Affiliate permission or authority, explicit or implied, market or promote the Company's Website to residents outside Romania and no resident outside Romania shall be permitted to become a First Time Depositor.
6.1.17. In conducting the marketing and promotional activities under these Terms the Affiliate will comply with any jurisdictional limitation applying to the Company's Website which are imposed by applicable laws and regulations.
6.1.18. The Affiliate agrees to comply with all reasonable instructions received from the Company in relation to the Affiliate activities in marketing and promoting the Company's Website including, without limitation, any instruction received from the Company requesting the Affiliate to post on the Affiliate Site(s) information regarding new features and promotions on the Company's Website.
6.1.19. The Affiliate agrees that the Affiliate will neither offer nor provide incentives (financial or otherwise) to any First Time Depositor or any potential First Time Depositors without the Company's prior written approval nor will the Affiliate undertake any advertisement, promotion, instruction, exhortation, encouragement or incentivization of any First Time Depositor either to deposit or stake a specific amount of money or to gamble for a specific period of time (and such practice shall also amount to fraudulent activity on the Affiliate part for the purposes of Clause 5 of these Terms).
6.1.20. The Affiliate shall not:
a) Attempt to intercept or redirect (including, without limitation to user-installed software) traffic from any other Affiliate that participates in the Program;
b) Direct any end users who clicks on the Links to another website and/or application other than the the Company's Website;
c) Purchase, bid for, register and/or otherwise acquire keywords, adwords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of the Company's (or any Fortuna Group Company) Intellectual Property Rights;
d) Use any framing, iframing cloaking and/or mask cookie placement as well as use any other techniques included but not limited to pop-ups and/or pop-unders on any websites;
e) Send any unsolicited and/or spam messages (Spam) to promote the the Company's Website; if the Company receives a complaint that the Affiliate has been sending Spam, the Affiliate agrees that the Company may provide to the party making the complaint any details required for the complaining party to contact the Affiliate directly for the Affiliate to resolve the complaint and the Affiliate shall immediately cease sending Spam. The Affiliate undertakes to make every effort to resolve the complaint. In such event, the Company may set off or charge the Affiliate for all claims, damages, expenses, costs, and/or fines incurred or suffered by the Company and/or any Fortuna Group Company in relation to such Spam.
f) Disclose any confidential information relating to the Company's business, operations, or underlying technology and/or the Program;
g) Use any framing, iframing cloaking and/or mask cookie placement as well as use any other techniques included but not limited to pop-ups and/or pop-unders on any websites;
6.2. Where applicable, for the purposes of the General Data Protection Regulation 679/2016, the Company remains an independent Data Controller. For the avoidance of doubt no Data Controller / Data Processor relationship or Joint Data Controller relationship is created by this Agreement. Nevertheless, by agreeing to participate in this Program, the Affiliate shall always comply with the General Data Protection Regulation 679/2016, and/or any other related or similar applicable legislation. Failure to do so will be cause for the termination of this Agreement with immediate effect, without any further proceedings.
6.3. The Affiliate may inform potential First Time Depositors through the Affiliate's Facebook page, Instagram page and /or Google account that the

Affiliate Sites display content which relates to the Company's Website but which in no way whatsoever comes from the Company and/or any Fortuna Group Company provided that: (i) the Affiliate possesses Google's, Facebook and/or Instagram's approval (as applicable) that it may do such; (ii) the Affiliate fully complies with Google's, Facebook and/or Instagram's (as applicable) terms of use which includes but is not limited to, any guidelines, policies, rules of conduct, terms of service, terms and conditions and/or anything analogous thereto; (iii) such information is truthful, complete and/or accurate; (iv) such social media information complies with all applicable laws including without limitation those relating to marketing, advertising legislation, marketing legislation and/or data protection legislation; (iv) the social media information does not infringe the right of any third party including without limitation any intellectual property rights and/or (v) the social media information is not defamatory and/or libelous. For the avoidance of doubt, the Affiliates' Facebook page, Instagram page and /or Google account are not covered under this Agreement and the Affiliate undertakes not to place and/or display the Links on the Affiliate's Facebook page, Instagram page and/or Google account and the Company shall in no way be liable to pay any commission for any First Time Depositor from the Affiliate's Facebook page, Instagram page and /or Google account.

6.4. Affiliate's breach or failure to perform or observe any of obligations, limitations and restrictions entitles the Company to terminate this Agreement immediately on written notice to the Affiliate and without any liability to the Affiliate or, in the Company's sole discretion, the Company may require the Affiliate to remedy such breach or failure pending which the Company may suspend the Affiliate's rights under these Terms and withhold indefinitely any commission due to the Affiliate.

7. THE COMPANY'S RIGHTS AND OBLIGATIONS

7.1. The Company will register the First Time Depositors and track their transactions. The Company reserves the right to refuse First Time Depositors (or to close their accounts) if necessary to comply with any requirements the Company may periodically establish. By opening an account with the Company, the First Time Depositors will become the Company's customers and, accordingly, all of the Company's rules, policies, and operating procedures will apply to them.

7.2. The Company will track the First Time Depositors' bets and plays and will make available a report to the Affiliate summarizing the First Time Depositors' activities, which the Affiliate can access from the Affiliate Account.

7.3. Subject to the Affiliate meeting its obligations under the Agreement, the Company will pay the commission to the Affiliate for the First Time Depositors.

7.4 CASA PARIURILOR may amend any of the Terms and Conditions of the Contract or may replace the Contract itself at any time, at its sole discretion, by posting a Notice of Amendment or the new Contract on the CASA PARIURILOR website dedicated to Affiliates, https://fortuna-affiliates.com/?lang=ro. Such amendments may include, for example, but without limitation, amendments which are required in view of complying with the applicable laws and regulations and/or with the instructions, guidance or recommendations of a competent regulatory authority, amendments to the scope of fees or amendments to the rules of the Programme and/or to our business practices. Should the Affiliate disagree with the new Terms and Conditions of the Contract and/or with the new contract, it may serve a Contract Termination Notice. Continued Affiliate participation in the Programme - by way of example, the situation where the Affiliate continues displaying the already posted Links or posting new Links after having been notified by CASA PARIURILOR on any amendment to the Terms and Conditions and/or on the new contract, shall be deemed as a binding acceptance of the said amendment or of the new contract.

8. MISCELLANEOUS

8.1. The laws of Romania will govern this Agreement, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in Romania and the Affiliate irrevocably consents to the jurisdiction of its courts.

8.2. The Affiliate may not assign this Agreement, by operation of law or otherwise, or sub-license its rights and obligations under the Agreement to any third party, without the Company's prior

written consent. Subject to this restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the Affiliate and the Company and our respective successors and assigns.

8.3. The Company's failure to enforce the Affiliate's 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.

8.4. The Company's rights and remedies hereunder shall not be mutually exclusive, meaning that the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. The Affiliate acknowledges, confirms, and agrees 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, the Company may seek enforcement or compliance by specific performance, injunction, or other equitable remedy.

8.5. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

8.6 CASA PARIURILOR may assign and/or transfer the entire Contract or a part thereof (including by merger or spin-off), at any time, to any third party (including to companies sharing the same controlling shareholder as CASA PARIURILOR), without any prior consent of the Affiliate being required. In case of such assignment and/or transfer, the Affiliate shall be notified within 30 days as of the assignment/transfer having been completed. CASA PARIURILOR may use any means of communication to notify the Affiliate of such assignment and/or transfer, which shall become effective in respect of the Affiliate as of the notification date; such means of communication include, without limitation, displaying the information on the website dedicated to Affiliates or in the Affiliate account, or submission of a notice to the Affiliate.

9. TERM AND TERMINATION

9.1. The term of this Agreement will begin when the Company activates the Affiliate Account and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case this Agreement will be terminated immediately. Termination is at will, with or without reason, by either party. For purposes of notification of termination, delivery via email is considered a written and immediate form of notification:

a) By the Company must be sent to the Affiliate's email address indicated in the Order Form;

b) By the Affiliate must be sent to affiliates@casapariurilor.ro.

9.2. For the avoidance of any doubt, the Company may terminate the Agreement immediately, based on written notice, without any additional proceedings in case the Affiliate breaches any of the following obligations listed under Clauses 3.3, 5, 6.1, 6.2, 6.4, 9.4.

9.3. Upon termination of this Agreement, the Affiliate must remove all the Company's banners/icons from the Affiliate Site and disable all Links from the Affiliate Site to the Company's Website. All rights and licenses given to the Affiliate in this Agreement shall immediately terminate. The Affiliate will return to the Company any confidential information, and all copies of it in its possession, custody and control and will cease all uses of the Company's Trade Mark and intellectual property rights.

9.4. The Company may terminate this Agreement if it determines (in its sole discretion) that the Affiliate Site is unsuitable. Unsuitable sites include, but are not limited to, those that: are aimed at children, display pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or violate intellectual property rights or breach any relevant advertising regulations or codes of practice.

10. LIMITATION OF LIABILITY

The Company will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if the

Company has been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the Affiliate under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. Any liability arising under this Agreement is limited to direct damages.

11. INDEPENDENT INVESTIGATION

The Affiliate acknowledges that it has read and agrees to these Terms. The Affiliate has independently evaluated the desirability of participating in this Program and is not relying on any representation, guarantee, or statement other than as set out in the Agreement.

12. RELATIONSHIP OF PARTIES

The Company and the Affiliate are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. The Affiliate will have no authority to make or accept any offers or representations on the Company's behalf. The Affiliate will not make any statement, whether on the Affiliate Site or otherwise, that would contradict anything in this Agreement.

13. INDEMNIFICATION

The Affiliate shall defend, indemnify, and hold the Company, its directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with (a) any breach by the Affiliate of any warranty, representation or term contained in this Agreement, (b) the performance of Affiliate's duties and obligations under this Agreement, (c) the Affiliate's negligence or (d) any injury caused directly or indirectly by the Affiliate's negligent or intentional acts or omissions, or the unauthorized use of Company's banners and links or this Program.

14. DISCLAIMERS

14.1. The Company makes no express or implied warranties or representations with respect to the Program, about the Company, the Company's systems and platform, or the commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or noninfringement), and does not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, the Company makes no representation that the operation of the Company's Website will be uninterrupted or error-free and will not be liable for the consequences if there are any.

14.2. The Affiliate acknowledges that different payment schemes may apply to other participants in the Program.