

TERMS AND CONDITIONS

These Terms and Conditions form a legally binding agreement between:

- an applicant to any of our Affiliate Programs and approved Affiliates ("you"); and
- Unikrn Services Limited 016501V ("Unikrn", "we", "our" "us"), in

relation to the relevant Affiliate Program.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

APPLICATION OF TERMS

1. You may not apply to or participate in the Affiliate Program and may not accept these Terms and Conditions if you are not of the legal age required to form a binding contract with us, or are otherwise precluded from participating in the Affiliate Program under the laws of the country in which you are resident.
2. By submitting an application to participate in the Affiliate Program, you are applying to join the Affiliate Program on the Terms and Conditions set out in this Agreement. The Terms and Conditions shall be deemed accepted by you upon the earlier of: (i) the date you submit an application to participate in the Affiliate Program; or (ii) the date you commence participation in the Affiliate Program ("the Commencement Date").
3. We may make changes to the Terms and Conditions from time to time (other than changes detrimental to you relating to your Commission and termination rights), in which case we will make a new copy of the Terms and Conditions available on the Program Website.
4. You are responsible for ensuring you are up to date with the most recent Terms and Conditions. Your continued participation in the Affiliate Program following our posting of updated Terms and Conditions on the Program Website will constitute binding acceptance of the updated Terms and Conditions. If any updated Terms and Conditions are not acceptable to you, then your only remedy is to terminate this Agreement by providing written notice to us under clause 40.

ENROLMENT

5. To enrol in the Affiliate Program, please read these Terms and Conditions and then submit a complete account application via Unikrn.com/affiliates, together with a complete attestation. After receipt of your application, we will notify you of whether the application is accepted. An application will be rejected if we determine, in our sole discretion, that any Affiliate Website site is unsuitable for any reason, including but not limited to, sites that are under construction, aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violates Intellectual Property Rights.
6. By completing and submitting an account application, you warrant that:
 - a. you have read and understood the Terms and Conditions;
 - b. if the application is accepted you will perform your obligations under this Agreement with due care and skill and in a proper and professional manner; and
 - c. the information contained in the application is true and correct.
7. You agree to provide us with copies of any supporting documents requested by us to verify your identity. For individuals, this may include a valid passport, valid driver's licence, utility bill and bank statement. For corporations, this may include identification documents for directors and/or beneficial owners or the company's certificate of incorporation. For trusts, this may include a trust deed. You acknowledge that you may not be paid Commissions under this Agreement until you have provided all documents requested by us.

YOUR OBLIGATIONS AS AFFILIATE

8. Upon approval, an Affiliate Tracking Code will be assigned to you. Players who register for an account at Unikrn via your Affiliate Tracking Code on your website and any bets placed during such sessions, will be registered to you. You are obliged to provide Unikrn with all required KYC information. If this is not complied with, the account will be suspended. The list of KYC information required is: - Articles of Incorporation - Shareholders Register - Standard KYC (passport and proof of address of a director) as well as proof of directorship if not included in another document - Standard KYC for all persons or companies who hold greater than 25% of the shares in the company

9. You must:
 - a. use best commercial efforts to actively and effectively advertise, market and promote Our Brand as widely and aggressively as possible in order to maximize the financial benefit to both you and us;
 - b. promote Our Brand no less prominently than any other bookmaker promoted on your website(s);
 - c. only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon the reputation of Our Brand;
 - d. bear all costs and expenses incurred in connection with the advertising, marketing and promotion of Our Brand to your customers;
 - e. complete an attestation every 12 months at our request;
 - f. ensure that all materials posted on the Affiliate Websites are not libelous, unlawful, illegal or in breach of any third party rights;
 - g. act within the spirit of the Responsible Gambling Policy and, in particular, not knowingly procure as Affiliate Clients any Minors or persons known to be acting on behalf of Minors;
 - h. achieve the Minimum Referral Requirement; and
 - i. actively and respectfully promote Our Brand to the best of your ability, in a positive manner, at all times, including but not limited to; online advertising on Affiliate Website(s), offline marketing such as business cards / promotional codes, social networking or any other media.
 - j. You warrant and undertake that:
 - i. You have provided true and complete information to us when completing the Affiliate Sign-up Form and shall promptly update such information if all or any part of it changes and you shall also provide us with such other information as we may reasonably request from time to time;
 - ii. You shall incorporate and prominently and continually display the most up-to-date Marketing Materials and information provided by us on the Affiliate Website in a manner and location agreed by us;
 - iii. In marketing the Services, you shall only use the approved Marketing Materials;
 - iv. You shall not modify the Marketing Materials or the Unikrn Marks in any way, without our prior written consent;
 - v. You shall only use the Marketing Materials in accordance with these Terms and Conditions, or any guidelines we provide to you on a Unikrn Website or otherwise from time to time and any applicable laws;
 - vi. You have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and that you will fully comply with all applicable laws and regulations including any advertising codes;
 - vii. You will use all reasonable endeavours to display the Marketing Materials on the Affiliate Website without interruption for the duration of this Agreement;

- viii. You shall not market the Unikrn Website and/or us or our Services or Unikrn Marks in anyway whatsoever, unless such activities are approved in writing by us: (i) on any website on which we promote any of the Unikrn Websites; (ii) on or through any internet search engine on or through which we promote any of the Unikrn Websites; and (iii) in any other manner that results in you competing with us in relation to the promotion of any of the Unikrn Websites or (iv) through paid search using any company name, domain name, URL or Unikrn Marks (v) through paid search purchasing any company name, domain name, URL or Unikrn Marks keywords (vi) otherwise where we request that you cease the same;
- ix. You are not and have never been engaged in any activity, practice or conduct which would constitute an offence under any applicable Bribery Legislation;
- x. You have not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under any applicable Bribery Legislation, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings; and
- xi. You will adhere to the requirements and principles of all applicable Bribery Legislation and inform us of any suspected breaches that may have an impact upon Unikrn.
- xii. You acknowledge and agree that:
- This agreement can be terminated with immediate effect, and without notice, if any of the terms of this agreement are breached or if our Isle of Man Licence is brought into disrepute;
 - Affiliate tracking codes are for your sole use and you shall not assign or sub-license Bonus Codes nor any Affiliate Commissions to any third party without our prior written consent;
 - You are eligible for Affiliate Commissions based upon your continued promotion of skill, sports and/or casino at Unikrn, as defined in section 1.1 under Lifetime Value;
 - This marketing opportunity is for commercial use only. You shall not register as a Player or make Deposits to any Player Account (directly or indirectly) through your Affiliate Tracking Code for your own personal use and/or the use of your relatives, friends, employees, agents or advisors, or otherwise attempt to artificially increase the Affiliate Commissions payable to you or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic;
 - We reserve the right to refuse service to any potential Player and to close the Player Account of any Player, at any time, in our sole discretion. All Financial and Gaming Data relating to the Players shall, as between you and us, remain the property of Unikrn and you acquire no right to such information except as provided under this Agreement;
 - We may monitor the Affiliate Website to ensure you are complying with the terms of this Agreement and you will provide us with all data and information including passwords to enable us to perform such monitoring at no cost to Unikrn;
 - The Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement;
 - If you are an officer, director, employee, consultant or agent of Unikrn, its suppliers or vendors, you are not permitted to participate in the Affiliate Program or to use directly or indirectly any of the Unikrn Websites, other than in the course of your employment as a Group employee. Similarly, relatives of Group employees are not permitted to participate in the Affiliate Network or to use directly or indirectly any of the Unikrn Websites. For these purposes, the term relative shall include (but not be limited to) any of a spouse, partner, parent, child or sibling; and
 - You will not knowingly benefit from known or suspected traffic generated using unacceptable internet marketing practice or fraudulent procedures, whether or

not it causes Unikrn or the Player harm. Should fraudulent activity, knowingly or otherwise, arise from a person directed to a website via your link, we retain the right to retract the Affiliate Commissions paid to you at any time. Our decision in this regard will be final and no correspondence will be entered into. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge.

10. You must not:

- a. solicit, entice, incentivise, promote to or otherwise encourage in any way, any Affiliate Client to cease betting with us and/or directly join another bookmaker;
- b. purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, trade marks or other intellectual property that are substantially identical with or deceptively similar to any of our trade marks, domain names, identifiers or other intellectual property associated with us;
- c. purchase, acquire, licence, register, seek to register or use any keywords, search terms or other identifiers for use in any search engine, portal, social network, blog, sponsored advertising service, advertising network, or other search or referral service (e.g. as part of the Google AdWords program) that are substantially identical with or deceptively similar to any of our trade marks, domain names, identifiers or other intellectual property associated with us;
- d. use any metatag keywords on any Affiliate Website that are substantially identical with or deceptively similar to any of our trade marks, domain names, identifiers or other intellectual property associated with us;
- e. use any URL or domain name containing any of our trade marks and/or other intellectual property for the intention of search engine optimization;
- f. place banners and links within unsolicited emails, unauthorised newsgroup postings, chat rooms or through the use of "bots";
- g. create, publish, distribute, or permit any advertising or written material that makes reference to us without first submitting such material to us and receiving our prior written consent, which shall not be unreasonably withheld;
- h. represent or hold yourself out as us, or act as if you are us or part of our group of companies on any social networking sites, forums, blog websites or otherwise;

- i. hold yourself out as or suggest in any way that you are employed by us and/or our group of companies;
 - j. intentionally promote us to Minors;
 - k. establish or operate a website that is deceptively similar in look and feel to any of Our Websites;
 - l. make representations about us that are untrue, misleading or deceptive or that we have directed not to be made;
 - m. spam potential customers or engage in unsolicited bulk email, SMS or telephone marketing;
 - n. engage in misleading marketing, including online;
 - o. conduct yourself in any way which brings or could bring us, our related entities or our reputation into disrepute.
11. You must comply with all relevant laws and regulations, including, without limitation:
- a. Privacy Laws;
 - b. the Spam Act 2003;
 - c. the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
 - d. the Australian Consumer Law; and
 - e. Anti-Terrorism and Crime Act 2003
 - f. Proceeds of Crime Act 2008
 - g. Online Gambling Regulation Act 2001
 - h. Money Laundering and Terrorist Financing (Online Gambling) Code 2013
 - i. Anti-Money Laundering and Counter the Financing of Terrorism Code 2015
 - j. Online Gambling (Advertising) Regulations 2007
 - k. Gambling (Anti-Money Laundering and Countering the Financing of Terrorism) Act 2018
 - l. all relevant wagering or gambling laws, regulations, codes and guidelines.
12. If you become aware of any matter, fact or circumstance that is likely to put us in breach of any law or regulation, or result in a breach of this Agreement by either party, or which may prejudice the security or integrity of Our Websites or Our Brand, then you must notify us in writing as soon as reasonably practicable after becoming aware of the matter.
13. You agree to provide reasonable assistance to us if required to meet legal, regulatory or license requirements or conditions.
14. You must follow all reasonable directions made by us relevant to your performance under this Agreement. If requested by us, you must cease any conduct, including any form or method of advertising or marketing, relevant or related to your performance under this Agreement.
15. It is your responsibility to ensure that the correct tracking is utilised on Affiliate Websites. We will not change your tracking ID for referrals resulting from incorrect or incomplete tracking. We are not responsible for Commission generated from referrals with incorrect or incomplete referral information.
16. You must ensure that we have received your correct bank account details, and notify us in writing of any change required to such bank account details.
17. An Affiliate Client will cease to be an Affiliate Client under this Agreement if:
- a. we terminate the Betting Account of the Affiliate Client, from the date of termination;
 - b. the Affiliate Client closes (or asks us to close) its Betting Account, from the date of closure; or
 - c. the circumstance described in clause 20 of this Agreement applies in respect of that Affiliate Client.

18. Your performance will be reviewed annually, based on the date of acceptance of your Affiliate Program application.

You agree to immediately cease all marketing activity for individuals that we flag to you as having placed gambling limits or exclusions on their account.

OBLIGATIONS

19. We will:
 - a. make a variety of graphic and textual links available to you for placement on the Affiliate Website(s). Subject to this Agreement, you may display the links as often and in as many areas of the Affiliate Websites as desired;
 - b. maintain a record of each Affiliate Client introduced by you and each of the Affiliate Client's transactions;
 - c. make available reports summarising wagering activity of Affiliate Clients. The form, content and frequency of the reports available at the Program Website may vary from time to time.
 - d. provide you with timely and accurate lists of customers who have placed limits or exclusions on their accounts so that you can cease all marketing to these individuals
20. We will not be responsible or liable for any payment to any Affiliate Client or you if:
 - a. any New Client does not register a Betting Account;
 - b. any New Client fails to satisfy our customer identification and verification requirements;
 - c. we suspend or terminate the Betting Account of an Affiliate Client, other than for any payments of the Commission that are due and payable up to and including the date of suspension or termination of the Betting Account; or
 - d. an Affiliate Client closes their Betting Account (or we close their Betting Account at their request), other than for payments of Commission that are due and payable up to and including the date of closure of the Betting Account.

COMMISSION

21. Subject to clauses 21 and 23, we will pay the Commission to you for each Commission Period by the 17th business day of the following calendar month.
22. An Affiliate Client will cease to be an Affiliate Client if they have not made a real money bet and/or real money deposit for 12 months, or a shorter period of time at our discretion if the Affiliate Client is reintroduced to us by a third party. If an Affiliate Client has not made real money deposits and/or real money bets to demonstrate that the Affiliate Client is a genuine client, that Affiliate Client may cease to be an Affiliate Client at any time.
23. If the Minimum Commission is not reached in the Commission Period, no Commission will be paid in respect of that Commission Period and the Commission will be carried over into the next Commission Period, or subsequent Commission Periods, until such time as the Minimum Commission is reached.
24. Any negative earnings will be zeroed at the end of each Commission Period and will not be carried forward to the following Commission Period.
25. If 50% or more of your turnover, Net Revenue or income (any of them) is attributable to 1 (one) Affiliate Client, we reserve the right to carry forward losses or another arrangement at our discretion.
26. We will use reasonable endeavours to make payments due to you using the payment details provided by you. Any Commission payable to you which cannot be paid due to your failure to provide any or correct bank account details to us will result in the Commission being carried forward until the next monthly payment run. We will not be liable for payments made to any incorrect bank account or other loss due to you providing us with incorrect bank account details.
27. You must notify us of any claimed error or dispute in relation to an invoice or payment within 3 months of the date of the relevant invoice or payment.

- a. We will track and report Player activity for the purposes of calculating your Affiliate Commissions based on your Commission Structure. Reports will be made available online for you to review new Real Money Players per Tracking URL. We hereby exclude any and all liability for the accuracy or completeness of any such reports.
- b. Affiliate Commissions are paid into your Affiliate Commission account on the 17th day of the month. The transfer of Affiliate Commission to your nominated player or company account is the responsibility of the Affiliate
- c. In the instance that any new player account is not automatically tagged to the correct affiliate, we will endeavor to tag the new account to the correct affiliate as soon as possible. Retroactive commission adjustments will not be made for activity that occurred during a period for which commission has already been paid. Players will not be moved after the two week period from the date the account initially signed up.
- d. Affiliates are eligible for payment on the balance of their skill, sports or casino commission earnings. Negative commission balances in skill, sports or casino will be deducted from available commissions. All payments to you will be due and payable in United States Dollars or such other currency as we will determine, regardless of the currency any Players assigned to your Tracking URL may have played in. If no Personal Betting Account is open in the name of the registered account holder, Affiliate Commissions may be withdrawn directly from the Affiliate Commission Account. In the event that the Affiliate also has a Personal Betting Account, Affiliate Commissions must be transferred from your Affiliate Commission Account to your Unikrn Personal Betting Account. You may then withdraw money via your choice of any of the payment methods supported by Unikrn. You are entitled to one free payout per month and any additional payout request will incur charges that will be deducted from your account balance. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies from your account.
- e. In the event that, at our sole discretion, we suspect any Fraud Traffic, we may delay payment of the Affiliate Commission to you for up to one hundred and eighty (180) days while we investigate and verify the relevant transactions. We are not obligated to pay Affiliate Commission in respect of Real Money Players who, at our sole discretion, are not verifiably who they claim to be or are otherwise involved with Fraud Traffic. In the event that we determine any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, then at our sole discretion we may: (i) pay the Affiliate Commissions in full, (ii) recalculate them in light of such suspected Fraud Traffic and/or (iii) forfeit your future Affiliate Commissions in respect of Fraud Traffic (as appropriate) and/or (iv) merge duplicate accounts, and/or (v) severing the link between the Master Affiliate and Sub Affiliate, and/or (vi) terminating the Affiliate Agreement.
- f. In the event that, at our sole discretion, we terminate this Agreement based on the determination of any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, the Affiliate Commission Account will be closed and all funds will be taken out of the Affiliate Commission Account without prior notice or further explanation. The Affiliate will be notified of the termination of this Agreement within five (5) business days from the moment of determination of any activity to constitute Fraud Traffic. You understand and agree that potential Real Money Players must link through to the Unikrn Website using your Tracking URL (or any other applicable tracking link) in order for you to receive Affiliate Commissions. In no event are we liable for your failure to correctly implement tracking from an Affiliate Website to a Unikrn Website or for potential Real Money Player's failure to properly enter a valid Tracking URL. Notwithstanding any other provision herein, we may at any time and at our sole discretion alter our tracking system and reporting format.

- g. The Affiliate Commission Account becomes inactive and will be closed when; 1. The Affiliate and/or Master Affiliate and/or Sub Affiliate has not logged into the Affiliate Commission Account and/or the Affiliate Account in the past two (2) years; and/or; 2) The Affiliate and/or Master Affiliate and/or Sub affiliate has not promoted Unikrn in the past two (2) years, and/or, 3) The Affiliate and/or Master Affiliate and/or Sub Affiliate has not referred any new Real Money Players in the past one (1) year.
- h. If you disagree with the monthly commission amount, do NOT accept payment for such amount and immediately send us written notice of your dispute to affiliates@unikrn.com. Dispute notices must be received within thirty (30) days of our making available the disputed commission amount or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard. Notwithstanding the foregoing, if any overpayment is made in the calculation of your Affiliate Commission, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.
- i. You shall comply with all applicable laws and any policy notified by us through our Website or otherwise in relation to money laundering and/or the proceeds of criminal activities.

VAT

- 28. All payments shall be made inclusive of VAT, if applicable.

INTELLECTUAL PROPERTY

- 29. All Intellectual Property Rights belonging to a party before entering into this Agreement will be retained by that party.
- 30. We grant you a royalty-free, non-exclusive, non-transferable and revocable license during the Term to use our trademarks and brands to the extent necessary to advertise, market and promote Our Brand

- a. You acknowledge that Unikrn owns or licenses all Intellectual Property Rights comprised in any and all of the Marketing Materials, our Services, the Unikrn Website, and the Unikrn Marks. Any use of any trade mark, domain name or trade name that contains, is confusingly similar to, or is comprised of any of the Unikrn Marks (other than in accordance with the terms of this Agreement), without our prior written consent or permission, shall be considered unauthorised and may constitute Fraud Traffic.
- b. You will not adopt or use, nor buy or otherwise book as a keyword for paid search, any company name, any trademark, trade name, brand, shop sign, external banner advertising, domain name, or URL (specifically, any term before the third "/" of your URL) that incorporates as apart thereof or in full, any of Unikrn, or its corporate Affiliates' trademarks (including without limitation "Unikrn" "UnikoinGold" "UKG", trade names, company names, brands, shop signs, domain names or URLs (including the translations and transliterations), or any variations thereof.
- c. You may not register a domain name that includes Unikrn Marks or any other such similar trademark. This includes the use of Unikrn Marks on any social media platform/service or via an app. The Affiliate should ensure that they comply with the Advertising Regulations and Guidelines and with these terms and conditions (including part 2 sub 2 sub 1) in marketing Unikrn's products or services through any social media platform/service or via an app. You shall not register or attempt to register any trademarks or domain names that contain, are confusingly similar to, or are comprised of Unikrn Marks, unless you agree to transfer any domain name or trade mark application or registration to Unikrn.
- d. Nothing shall bestow upon you any right to use the trademark "Unikrn" by itself, or any other such similar trademark, unless agreed to in writing by us.
- e. You acknowledge that the Unikrn Marks are exclusively vested and shall remain vested in Unikrn and/or the Group, and that no ownership interest in the Unikrn Marks is transferred to you by this Agreement. You further agree not to attack or challenge our ownership of and title to any of the Unikrn Marks in any way.
- f. This Agreement shall endure to the benefit of, and be binding upon, the successors and/or assigns of each party hereto, under operation of law.

CONFIDENTIAL INFORMATION

31. A party who is a recipient (the "Recipient") of Confidential Information of the other party (the "Discloser") must keep such Confidential Information strictly confidential, must not disclose it to any third party unless expressly permitted herein, and must use such Confidential Information only for the purposes of this Agreement.
32. Where we create a report in connection with this Agreement, that report will be our Confidential Information, and you must keep such Confidential Information strictly confidential, must not disclose it to any third party unless expressly permitted by us, and must use such Confidential Information only for the purposes of this Agreement.
33. A Recipient may only use a Discloser's Confidential Information as required for the proper performance of this Agreement.

34. A Recipient may only disclose the Discloser's Confidential Information:

- a. to persons who need the information for the proper performance of this Agreement;
- b. as required by law;; or
- c. to a legal, financial or other advisor including an auditor.

Any such disclosure must be made on an expressly confidential basis.

35. The obligations under these confidentiality clauses 35 to 38 survive expiry and termination of this Agreement.

- a. The parties agree to keep this Agreement and its existence thereof confidential to the parties save to the extent that disclosure is required in order to enjoy the benefit of these terms.
- b. Each party undertakes that it shall not at any time during the Term, nor for a period of three years after termination of the Term, disclose to any person any Confidential Information except as permitted by paragraph 7.3.
- c. Each party may disclose the other party's Confidential Information:
 - i. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this paragraph 7; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

PRIVACY OBLIGATIONS

36. If, as a result of this Agreement, you are able to access any Personal Information about identifiable individuals, then you must:

- a. comply with all applicable provisions of the Privacy Act which concern or regulate the collection, storage, security, use and disclosure of Personal Information;
- b. take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised representatives, employees and officers have access to it;
- c. not transfer such information, or allow any third party to have access to it;
- d. immediately notify us when you become aware of any breach of this clause by you or any of your representatives, employees or officers;
- e. take all reasonable steps to ensure that Personal Information provided to you in connection with this Agreement is accurately recorded.

DATA PROTECTION

37. The Affiliate will duly observe all its obligations under the EU General Data Protection Regulation (GDPR) and any amendments? 1998 and any amendments thereto which arise in connection with this Agreement.

38. The Affiliate shall ensure that it has adequate technical (and organisational) security procedures in place to prevent the unauthorised or unlawful disclosure of personal data.

39. The Affiliate shall read and comply with the Unikrn Privacy Policy as set out on the Unikrn.com website and any amendments thereto which arise.?

INDEMNITY

40. You will indemnify and forever hold us harmless from all actions, claims, liabilities, losses, damages, costs, and expenses, including legal costs, fines and penalties, arising from or in connection with any breach by you of this Agreement.
41. The Affiliate shall indemnify, and hold Unikrn, our clients, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:
- a. any breach by the Affiliate of any warranty, representation, or agreement contained in this Agreement;
 - b. the Affiliate's performance of its duties and obligations under this agreement;
 - c. the Affiliate's negligence;
 - d. the Affiliate's failure to comply with all applicable laws or regulations or failure to obtain and hold all necessary licences;
 - e. any injury caused directly or indirectly by the Affiliate's negligence or intentional acts or omissions; or
 - f. the unauthorised use of our banners and links or this referral program

TERMINATION

42. We may in our absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to you.
43. You may in your absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to us by email to the relevant Email Address for Notices.
44. We may immediately terminate this Agreement by giving you written notice if you breach the Agreement and:
- a. the breach is material and not capable of being remedied; or

- b. the breach is material and you fail to remedy the breach within 5 days of being notified in writing.
45. A material breach may arise if you breach any of your obligations under this Agreement, including for example, if you:
- a. are not an active member of the Affiliate Program;
 - b. solicit, entice, incentivise, promote to or otherwise encourage in any way, any Affiliate Client to cease betting with us and/or directly join another bookmaker;
 - c. fail to notify us of any matter, fact or circumstance that is likely to put us in breach of any law or regulation, or result in a breach of this Agreement by either party, or which may prejudice the security or integrity of Our Website or Our Brand;
 - d. fail to provide reasonable assistance to us to meet legal, regulatory or license requirements or conditions;
 - e. do not follow a reasonable direction we give to you;
 - f. conduct yourself in any way which brings or could bring us, our related entities or our reputation into disrepute.
46. We may immediately terminate this Agreement by giving written notice to you if:
- a. you commit a criminal offence, commit a fraud, or breach any law or regulation;
 - b. we are of the reasonable opinion that as a consequence of your actions or actions you are responsible for, we may be liable for loss or suspension of our license or the imposition of any penalty under our license or law or regulation;
 - c. we are of the reasonable opinion that you are not a genuine Affiliate or that you are the recipient of Net Revenue from wagering activity on another person's Betting Account;
 - d. you undergo a change of control and the person who acquires control of you either:
 - i. lacks the financial or technical capability to perform the obligations under this Agreement, or
 - ii. is a competitor or existing affiliate of ours;
 - e. you assign or purport to assign your rights otherwise than as permitted by this Agreement;
 - f. we are requested to do so by a relevant government official;
 - g. our license is terminated or suspended for any reason;
 - h. you become Insolvent or, being a natural person, commit an act of bankruptcy;
 - i. you assign any part of this Agreement without our prior consent; or
 - j. the Minimum Referral Requirement is not met in any consecutive three (3) month period.
47. You may terminate this Agreement by giving us written notice if we breach this Agreement and:
- a. the breach is material and not capable of being remedied; or
 - b. the breach is material and we fail to remedy the breach within 14 days of being notified in writing.
48. If this Agreement is terminated under clauses 46 to 49:
- a. you must cease using all of our intellectual property;

- b. your sole right and remedy is to receive any outstanding Commission owing at the Termination Date, less any amounts you owe us; and
- c. you are not entitled in contract, tort or otherwise to any additional payment or compensation for any loss or expense incurred as a result of termination of this Agreement.

LIABILITY

49. Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
50. Nothing in this Agreement shall operate to exclude or limit Unikrn liability for:
- a. death or personal injury caused by its negligence;
 - b. fraud; or
 - c. any other liability which cannot be excluded or limited under applicable law.
51. Unikrn shall have no liability for any losses or damages which may be suffered by the Affiliate (or any person claiming under or through the Affiliate), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- a. loss of use;
 - b. loss of profits;
 - c. loss of anticipated savings;
 - d. loss of business opportunity;
 - e. loss of contracts;
 - f. loss of goodwill; or
 - g. loss arising from damaged, corrupted or lost data;
52. This is also applicable if Affiliate uses any social media platform or an app in marketing Unikrn products or services;

COOKIES

53. You acknowledge that our tracking cookies expire after 30 days if a visitor does not register a Betting Account in this time. For example, if a potential New Client clicks through Affiliate A's link but does not register a Betting Account, and if on another occasion the same New Client then clicks through Affiliate B's link and registers a Betting Account then Affiliate B will receive credit for the Affiliate Client.

AFFILIATE BETTING ACCOUNT

54. You are allowed to open and operate a Betting Account with us. You cannot have your own Betting Account tracked to your Affiliate Account and you are not entitled to any Net Revenue from wagering activity using your own Betting Account.

GENERAL TERMS AND INTERPRETATION

Governing Law

55. This Agreement is governed by and is to be construed in accordance with the laws applicable in the Isle of Man. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts in the Isle of Man and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Assignment

56. We may assign this Agreement as part of a sale of all, or substantially all, of the assets of the business.
57. You must not assign any part of this Agreement without our prior consent.

Severability

58. If part or all of any provision of this Agreement is illegal or unenforceable in a particular jurisdiction, then such provision may be read down or severed from this Agreement to the extent of such illegality or unenforceability in that jurisdiction, and the remaining provisions of this Agreement continue in force.

Entire Agreement

59. This Agreement, together with written confirmation of the Commission Rate:
 - a. constitutes the entire agreement between the parties as to its subject matter; and
 - b. in relation to that subject matter, supersedes any prior understanding, arrangement or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

Waiver and exercise of rights

60. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

Relationship

61. Except as otherwise expressly provided in this Agreement, nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind the other party in any way.

Personal Information Collection Statement

62. When you apply to be an Affiliate with us, we will collect certain information about you to assess your suitability to be approved as an affiliate and to administer your participation in our Affiliate Program. This information includes your name, contact details, bank account and identity verification. We may disclose your personal information to our related bodies corporate, professional advisors, service providers, contractors and other third parties who assist us in operating our business, for example to companies that provide identification verification services (such as GBG, RiskScreen and Jumio) and our bank. For the purposes of verifying your identification using the Document Verification Service you confirm that you are authorised to provide the details that you provide to us during the affiliate sign-up and identity verification process. This information is sought and used for the purpose of undertaking an information match request in relation to relevant Official Record Holder information and that a corresponding information match result will be provided via the use of third party systems. You acknowledge and consent to the use and access of your information in this way. We may also disclose your information to a government agency, the police, a regulatory, racing or sporting body, a court if requested or we are required to do so, or to other organisations to verify your compliance with this Agreement. We may disclose your personal information overseas to organisations including our related bodies corporate and contractors, including providers of payment services. Calls to and from us may be recorded for security and compliance purposes. Our Privacy Policy contains information about how you can access or seek correction of your personal information, or make a complaint.

Interpretation

63. In this Agreement unless the contrary intention appears:
 - a. a reference to an agreement or another instrument includes any variation or replacement of either of them;

- b. a reference to an annexure or schedule is a reference to an annexure or schedule to this Agreement and a reference to this Agreement includes a recital, annexure or schedule;
- c. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- d. the word person includes a firm, body corporate, unincorporated association or an authority;
- e. a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- f. all dollar amounts are expressed in USD;
- g. if the day on which the payment of money falls due is not a Business Day, the due date will be deemed to be the next Business Day;
- h. an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally; and
- i. VAT terms used in this Agreement that are not defined and that are defined in the IOM VAT Act have the meaning given in that Act, unless the context makes it clear that a different meaning is intended.

64. Headings are included for convenience and do not affect the interpretation of this Agreement.

DEFINITIONS

Affiliate	An affiliate who we accept into the Affiliate Program and who agrees to be bound by this Agreement.
Affiliate Account	The account that is accessible to an Affiliate and/or Master Affiliate and/or Sub Affiliate by logging on with your user code and associated password, which provides certain 'members only' functionality, including facilities to check relevant statistics. It is accessed at www.unikrn.com/affiliates
Affiliate Client	A genuine New Client who is introduced to Unikrn by the Affiliate, but does not include an account for a Minor or an account described in clause 20.
Affiliate Commission Account	The account into which an Affiliate and/or Master Affiliate and/or Sub Affiliate commission payment is credited. It is accessed www.unikrn.com/affiliate
Affiliate Network	The network of affiliates connected to Unikrn
Affiliate Program	The Unikrn affiliate programs, as applicable to your application and account.
Affiliate Tracking Code	The unique user identification code assigned to you when you signed up as a participant in the Affiliate Program;
Affiliate Website	Any website operated by you and entered in the application form submitted by you when you apply to join the Affiliate Program through the Program Website, and any other websites agreed by the parties from time to time.
Agreement	This agreement.
“Banners” and “Text” Links	The graphical artwork or text that includes Tracking URL, Bonus Codes and odds feeds (API/XML) that are made available by us, that you may use to connect players to our Services from the Affiliate Website (or other electronic method) or using other Marketing Materials;
Betting Account	A betting account opened by an Affiliate Client with Unikrn (as applicable to your Affiliate Program).
Bonus Codes	Promotional codes for use by Players as made available by Unikrn from time to time;
Business Day	Any day (excluding Saturdays and Sundays) on which banks generally are open in the City of London for the transaction of normal banking business;
Commission	The amount payable to you calculated at the Commission Rate multiplied by your Net Revenue.
Commission Period	Each calendar month during the Term.
Commission Rate	<p>The commission rate confirmed by us in writing to you once your affiliate account is opened. You can view the Commission Rate at any time by logging into your affiliate account.</p> <p>Unless otherwise agreed in writing, all Affiliates start on our Tiered Commission Rate. Movement of Affiliates between commission structures is at the sole discretion of Unikrn and will be carried out after a trial period of not less than 3 months.</p> <p>Please note that all new Affiliates start on our Tiered Commission Rate.</p>
Confidential Information	Non-public information, but excludes the Excluded Information.
Deposit	Funds deposited with Unikrn
Email Address for Notices	affiliates@unikrn.com

Excluded Information	Information that: <ul style="list-style-type: none"> (a) is received by a party who is a Recipient from a third party who is not under an obligation of confidence in relation to such information; (b) is generally and publicly available other than as a result of a breach of confidence by the person disclosing or receiving the information; (c) has been independently developed by the Recipient's Personnel who do not have access to any of the Discloser's Confidential Information; or (d) was lawfully known to the Recipient prior to receipt of the information from the Discloser.
Fees	The percentage of internal promotion expenses each Affiliate is required to pay including the net fees for all Real Money Player promotional bonuses, rebates, 30% of the total banking fees incurred on deposits and withdrawals, charge backs, fraud, and bad debt by any Real Money Players referred by the Affiliate.
Financial Data	means the credit and debit card numbers, bank account numbers, credit limits, balances, and deposit and withdrawal amounts and history of the Players.
Fraud Traffic	means deposits, revenues, commission, royalties or traffic generated on the Services through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including but not limited to: deposits generated on stolen credit cards, Affiliate or Player collusion, manipulation of the service or system, bonuses or other promotional abuse, creation of false accounts for the purpose of generating Affiliate Accruals, and unauthorised use of any third-party accounts, copyrights, trademarks and other third-party Intellectual Property Rights (that, for the avoidance of doubt, include our Intellectual Property Rights)
Game Data	The names, addresses, telephone numbers, e-mail addresses, gaming history, or other contact information of the Players.
Group	Any company within the Unikrn group
Intellectual Property Rights	All intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
Insolvent	A person is Insolvent if: <ul style="list-style-type: none"> (a) it has had a controller appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; (b) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than

	<ul style="list-style-type: none"> (c) to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement); (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; (e) it is otherwise unable to pay its debts when they fall due; or (f) something having a substantially similar effect to any or all of (a) to (g) happens in connection with that person under the law of any jurisdiction.
Life-Time Value	The lifetime of an affiliated player is deemed to be as long as there is an active, ongoing relationship between the active Affiliate and Unikrn. An "active" Affiliate account is defined as an Affiliate sending through a minimum of 1 new active player account per 12 months period and maintaining an active website with active Unikrn

	banners/promotions. A new active player is defined as a player who has registered, made at least one deposit, and placed 1 wager during the 12 months period.
Our Brand	The brands and business of Unikrn (as applicable to your Affiliate Program).
Our Website	www.unikrn.com (as applicable to your Affiliate Program).
Marketing Materials	Banners and Text Links and any other marketing materials that have been provided or otherwise made available to you by us and/or pre-approved by us
Master Affiliate	An Affiliate who has referred Affiliates - called his Sub Affiliates - to a multi-tier Affiliate Program
Minimum Commission	One hundred USD (\$100 USD).
Minimum Referral Requirement	In any consecutive three (3) month period by calendar month, you must refer to us, on average, at least one (1) new Affiliate Client per month that: <ul style="list-style-type: none"> a. makes a first deposit; and b. satisfies the customer identification and verification requirements.
Minor	A person under the age of 18.
Moved Players	Players who change from organic Players to Affiliate Players by getting tagged to an Tracking URL; _Tracking URL gets added to the Player ID and the Player will become a New Real Money Player once the Player deposits after the Player has been moved; or Players who get moved from one Tracking URL to another Tracking URL owned by the same Affiliate; _Tracking URL _MV gets added to the Player ID and the Player will not become a new New Real Money Player
Net Revenue	The gross turnover of the total betting transactions of your Affiliate Clients wagered through their Betting Accounts during the previous month, after deduction of: <ul style="list-style-type: none"> a. any payments to Affiliate Clients as winnings or refunds; b. any betting duties or taxes (or provisions therefore) for or related to each Betting Account transaction or Affiliate Client; c. any debt or other amount owing by the Affiliate Client to us; d. any amount owing to or withheld by us as a result of any fraud or suspected fraud by the Affiliate Client; e. any returned stakes to the Affiliate Client; f. any free, discounted or matched bet or any bet/deposit bonuses or other incentives offered to the Affiliate Client; g. any reversed transactions or charge-backs; h. any void or voided bets by an Affiliate Client; and i. any administration fees.
New Client	A potential client who has never held a Betting Account with Unikrn (as applicable to your Affiliate Program).
Personal Betting Account	A personal betting account with Unikrn
Personal Information	As defined in the Data Protection Act 2018
Personnel	Employees and individual contractors, whether full-time, part-time or casual.
Privacy Laws	The Data Protection Act 2018
Program Website	The website for the Affiliate Program, currently www.unikrn.com/affiliates (as applicable).
Term	From the Commencement Date until the Termination Date.

Termination Date	The date upon which this Agreement terminates in accordance with the terms and conditions set out in this Agreement.
Terms and Conditions	The terms and conditions set out in this Agreement.
Tracking URL	A unique hyperlink or other linking tool for referencing a Unikrn Website or Services through which you refer potential Real Money Players. When the relevant Player opens their Player Account, our system automatically logs the Tracking URL and records you as the Affiliate