

# GNGAffiliates – T&C

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General Terms and Conditions for Affiliates, last updated 25.02.2022.

Please find below our terms and conditions to apply as a member of the Peakgamble Affiliate Program. Please read this agreement carefully.

By submitting the application form or linking to the Site you are deemed to have agreed to be bound to the terms and conditions set out in this document, which has a form of a binding agreement. If you don't agree with any part of these terms and conditions, you can raise your concerns through the contact form and sign separate agreement with us.

## 1. Definitions

In this affiliate agreement, the following words and expressions shall have the following meanings:

“Affiliate” shall mean a natural or legal person that may or may not be associated with another as a parent, subordinate, subsidiary, or member who has registered and is accepted by the Company as an Affiliate of the Affiliate Program in terms of this Agreement;

“Affiliate Program” shall mean the collaboration between the Company and the Affiliate whereby the Affiliate will promote the Company’s website(s), , and/or its sub-domains, and create the affiliate links from the Affiliate’s website(s) to the Company’s website(s) and thereby be paid a CPA Payment as defined under this Agreement depending on the traffic generated to the website(s) subject to the terms and conditions under this Agreement and to applicable laws;

“Affiliate Managers” shall mean any employee of or any appointed person(s) by the Company authorised to manage the business relationship between the Company and the Affiliate;

“Agreement” shall mean these terms and conditions, including the online application form, and all appendices and annexures incorporated therein by reference, including all future updates and additions thereto;

“Bonus” shall mean the total value of free credits given to a referred Player by the Company;

“Charge Back” shall mean the total value of deposits made by a referred Player, which said Player has decided to revert the deposit to his/her bank, and will thus be considered as void transactions applicable to said Player;

“CPA Deal” shall mean a “Cost Per Acquisition” deal, whereby the Company pays the Affiliate a predetermined amount for each referred Player and said Player deposits at least an agreed amount (baseline), unless otherwise agreed between the Parties;

“CPA Payment” shall mean the reimbursement to be paid to the Affiliate in terms of this Agreement, as defined in section 9.6;

“Confidential Information” shall mean (i) any information of whatever nature, which has been or may be obtained by the Affiliate from GCL and or its licensors, relating to the Company’s business and whether in writing or in electronic form or pursuant to discussions between the Company and the Affiliate, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample

reports, models, Player lists, price lists, studies, findings, computer software, inventions or ideas; or (ii) analyses concepts, compilations, studies and other material prepared by or in possession or control of the Affiliate which contain or otherwise reflect or are generated from any such information relating to the Company's business as is specified in this definition and includes any dispute between the Affiliate and the Company resulting from this Agreement;

"Copyright" for the purposes of this Agreement shall be limited to the existing and future copyright in the trademark devices, logos, getup, trade dress, websites, Marketing Material and/or trading styles relating to, or incorporated in, the Company's website(s);

"Fraudulent Activity" shall mean a deception which in the sole opinion of the Company is deliberately practiced by a Player or an Affiliate in order to secure a real or potential, unfair or unlawful gain, including but not limited to: (i) Chargebacks, (ii) Bonus abuse by a referred Player or a group of referred Players, (iii) the Affiliate's (or a third party's) encouragement of a referred Player to abuse the Company's Bonus offers, (iv) collusion on the part of the referred Player with any other referred Player, (v) the Affiliate's (or a third party's) offering or providing unauthorised incentives (financial or otherwise) to Players to encourage them to sign up, or (vi) dropping or stuffing cookies;

"Marketing Guidelines" shall mean the Company's Marketing Guidelines, which can be found here, which the Affiliate shall adhere to;

"Marketing Material" shall mean various forms of branded, creative material, including but not limited to: online banners, html and text mailers, promotional material and other online and offline marketing material which the Company may provide to the Affiliate;

"Notice" shall mean any written document or message;

"Parties" . shall mean the Company and the Affiliate;

"Player" shall mean a person that the Affiliate directs in any manner to the Company and who can be linked to the Affiliate's Affiliate ID, and who registers as an end-customer to the Company website(s);

"Spam" shall mean any electronic mail message, transmitted to multiple commercial electronic mail recipients from or through a computer, where said message is sent without clear and proven agreement on the part of the recipient to receive said message from the sender;

"Term" shall be the term of this Agreement, commencing on the activation of the Affiliate's account (approved date) and remaining in full force and effect until the Affiliate's account is terminated in accordance with this Agreement (Termination Date);

"Written/Writing" shall include email or messages on Skype, msn or similar communication tools.

## 2. Terms of Use

2.1 An Affiliate must successfully comply with the provisions of clause 3 of this Agreement prior to this Agreement coming into force and effect. The Affiliate's successful application to become an Affiliate in the Affiliate Program in terms of clause 3 confirms the Affiliate's acceptance of this Agreement and is subject to the Affiliate's continued compliance with the terms and conditions of this Agreement.

2.2 The Affiliate should be advised that many of the provisions of this Agreement are created and imposed for the benefit of the Company and or its licensor, who has accepted all benefits as created and imposed.

2.3 Possible deal agreements 2.3.1 Starting plan – Revenue Share commission (relevant for all new affiliates)

20% – 0+ FTD 30% – 1+ FTD 35% – 6+ FTD 40% – 11+ FTD 45% – 16+ FTD 2.3.2 Tailor made deal (additional agreement) CPA Hybrid deal Flat Revenue Share 2.3.3 Exclusive partners (additional agreement) Full company access Enhanced deals Marketing benefits 2.3.4 Platinum partners (additional agreement) VIP package Deal benefits Exclusive gifts

### 3. Appointment as an Affiliate

3.1 The Company may evaluate the Affiliate's application on submission thereof.

3.2 The Affiliate is required to verify its identity and any beneficial owners (as defined in the applicable laws on the prevention of money laundering and financing of terrorism) by providing personal and, where applicable, company identification and registration documents and VAT information, including any other documents requested by the Company. For avoidance of doubt, the Company has the right to request such information at any time during the business relationship between the Company and the Affiliate. The Company will process the collected personal data in accordance with the privacy policy.

3.3 If a cost arises from tax or VAT not being paid by an Affiliate for its earnings coming through the Earnings Payment and that cost is being transferred over to the Company in any way, the Company has the right to deduct that cost from the future CPA Payment. Breach of this clause may also lead to the termination of the Agreement as set out in clause 11.4.

3.4 The Affiliate must provide the Company with a preferred method of payment for the Earnings Payment.

3.5 The Affiliate will be notified, if reviewed, in a timely manner of the Company's acceptance or rejection of its application. The acceptance or rejection of any application made by an Affiliate is at the Company's sole discretion.

### 4. Use of Marketing Material

4.1 Upon activation of the Affiliate's account, the Affiliate shall be provided access to Marketing Material via the Company's website, newsletters and Affiliate Managers.

4.2 Without transgressing other obligations in terms of this Agreement, the Affiliate agrees to:

4.2.1 Utilize new and updated Marketing Material as and when it is made available to the Affiliate by the Company, to ensure accurate advertising and marketing of promotions on offer from the Company;

4.3 The Affiliate shall, when using the Marketing Material, ensure said Marketing Material is applied exactly and accurately, and in accordance with the Company's Marketing Guidelines, which may change from time to time.

4.4 The Affiliate may design Marketing Material on behalf of the Company, for the sole purpose of directing Players to the Company's website(s), but subject to the following terms and conditions:

4.4.1 The Affiliate will strictly adhere to the instructions and guidelines as set out by the Company in the use of and reproduction of all materials; images; content; etc. pertaining to the identity of the Company brand.

4.4.2 The Affiliate will furnish the Company samples of any Marketing Material created by the Affiliate before the Affiliate may use or display the Marketing Materials in any form or fashion.

4.4.3 The Affiliate acknowledges that any and all Marketing Materials created by the Affiliate will at all times remain the property of the Company. The Affiliate acknowledges no claim or right of whatever nature in and to the Marketing Materials, other than those provided in terms of this Agreement.

4.4.4 The Affiliate shall not in any way represent that it has any rights of any nature to the Marketing Material, other than those that it enjoys in terms of this Agreement.

4.4.5 The Affiliate will take all reasonable steps to ensure that its employees, agents, contractors or representatives are made aware of its obligations in terms of this Agreement and that it can give full effect to such obligations.

#### 5. Obligations and rights of the Company

5.1 The Company will track Players and their deposits and their play where required. The Company has the right to refuse Players (or to close their accounts) if necessary, to comply with any requirements that the Company may establish, or where a Player is in clear violation of any terms and conditions as imposed by the Company, where compliance to such terms and conditions would have been agreed to by the Player at the time of registration.

5.2 The Company will provide the Affiliate with Marketing Material, which may be updated from time to time, for the purpose of marketing and promoting the Company and the Company's website(s) and products.

5.3 The Company will provide reports to the Affiliate as a means to display performance of the Affiliate in terms of referred Players. The format, content and frequency of the reports may, at the Company's discretion, vary from time to time. The Company will provide the Affiliate with secure access to these reports.

5.4 The Company shall use its reasonable endeavours to ensure that whenever a new Player is directed to the Company's website(s) and registers a new account, the relevant new Player is identified as originating from the Affiliate's website. However, the Company shall not be held liable if it is unable to identify a new Player as originating from such website.

5.5 The Company has the right to monitor the Affiliate website to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide the Company, at no charge, with all data and information to perform such monitoring.

#### 6. Obligations and rights of the Affiliate

6.1 By applying to be registered as an Affiliate of the Company, the Affiliate warrants that:

6.1.1 The information the Affiliate provides to the Company on registration is complete, valid and honest;

6.1.2 The Affiliate submitting the application has the full right, power and authority to enter into this Agreement on behalf of itself of any other entity; and

6.1.3 The execution of and compliance with this Agreement, and the Affiliate's obligations and duties hereunder, do not currently and will not in future violate any agreement/s to which the Affiliate is a party, or by which the Affiliate is otherwise bound and obligated.

6.2 The Affiliate shall without undue delay inform the Company in writing if any of the provided information has changed.

6.3 The Affiliate undertakes to at all times comply with applicable laws and/or regulations, as well as instructions and guidelines as set out by the Company.

6.4 The Affiliate acknowledges that this Agreement does not grant the Affiliate an exclusive right or privilege to market the Company.

6.5 The Affiliate shall have no claims to CPA Payment or other compensation on business or revenues secured by or through persons or entities other than the Affiliate.

6.6 The Affiliate will not benefit from known or suspected traffic not generated in good faith.

6.6.2 The Company reserves the right to terminate this Agreement immediately should the Company become aware of the Affiliate taking part in or benefiting from traffic which may, at the sole discretion of the Company, be deemed as posing a threat to the image and/or normal operation of the Company in the provision of services. In addition, the assertion of damages by the Company remains reserved in any case.

6.7 The Affiliate may not, either directly or indirectly, be a party to the generation, processing, dissemination or the like of Spam;

6.7.1 Any form of Spam will result in the Affiliate's account being placed under review and all funds due to the Affiliate being withheld pending an investigation.

6.7.2 If the Company incurs expenses and/or damages in dealing with Spam generated mail or being blocked by third party Internet Service Providers, these same expenses and/or damages will be deducted from the Affiliate's account. If this occurs, the amount of such expenses and/or damages as determined by the Company will be deemed fair and final and acceptable to the Affiliate. Should these expenses and/or damages not be covered by the funds in the Affiliate's account, the Company has the right to investigate other alternative means for obtaining payment.

6.7.3 Should the Affiliate require more information regarding the Company's Spam policy, or should the Affiliate wish to report any incidences of Spam, the Affiliate should direct any questions and/or reports of Spam to:

6.8 During the Term of this Agreement, the Affiliate shall use its reasonable endeavours to display the most up to date Marketing Material on the Affiliate's website in a manner and location agreed by the Parties. The Affiliate shall not alter the form or operation of the Marketing Material without the Company's prior written consent.

6.9 In the event the Affiliate wishes to place Marketing Material on websites other than the Affiliate website, the Affiliate must first obtain the Company's written consent.

6.10 Subject to clause 10.9, if the Affiliate sells its business, this Agreement is automatically transferred to the purchasing company ("Purchasing Company"). The Affiliate account purchased and transferred will remain on the existing CPA payment plan that was in place at the time of the purchase.

6.11 The Affiliate shall not directly or indirectly benefit from, or be a party to, any money laundering or related illegal activities. It is recorded that the jurisdiction in which the Company operates has strict laws on money laundering that may impose an obligation upon the Company to report the Affiliate to the federal or local authorities within such jurisdiction if the Company knows, suspects or has any reason(s) to suspect that any transactions in which the Affiliate is directly or indirectly involved, inter alia, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of the Affiliate Program to facilitate criminal activity.

6.12 The Affiliate shall at all times comply promptly with any anti-money laundering related requests as may be required from the Affiliate by the Company.

6.13 Affiliates are forbidden from sending customers via brand bidding on CPA deal.

## 7. Confidential Information

7.1 Except as otherwise provided in this Agreement or with the consent of any other parties hereto, all Parties agree that all information, including, but not limited to, the terms of this Agreement, business information and technology concerning the Company or the Affiliate, shall remain strictly confidential and secret and shall not be utilised, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its Affiliates.

7.2 During the term of this Agreement, the Affiliate may be entrusted with Confidential Information relating to the business, operations, or underlying technology of the Company and/or the Affiliate Program. The Affiliate agrees to neither disclose nor allow unauthorised use of the Confidential Information by third persons or outside parties unless the Affiliate has the Company's prior written consent, and that the Affiliate will use the Confidential Information only for the purposes necessary to further the purposes of this Agreement. The Affiliate's obligations with respect to Confidential Information shall survive the termination of this Agreement. An Affiliate may not be a party (whether directly or indirectly) to any Fraudulent Activity.

## 8. Data Protection and Cookies

8.1 The Affiliate acknowledges and agrees that for the purpose and in terms of this Agreement, it shall not process any personal data on behalf of the Company. In the light of the foregoing, with respect to any personal data the Affiliate processes, the Affiliate undertakes to comply with any applicable data protection laws in the jurisdiction in which the Affiliate are domiciled and any jurisdictions in which the Affiliate operates, including the General Data Protection Regulation (GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any new or amended data protection acts, regulations.

8.2 The Affiliate undertakes to comply with all applicable laws and/or regulations relating to the use of cookies and shall comply with all necessary notification procedures of the use of cookies to all visitors to the Affiliate's website(s).

8.3 The Affiliate undertakes to inform all users of the Affiliate's website(s) by way of privacy notice or by other appropriate means, that tracking technology will be installed on the user's hard drive once the user clicks on the Marketing Material. The Affiliate shall provide the users with the opportunity to reject the installation of such tracking technology in accordance with applicable data protection laws.

## 9. NEW Affiliate Deals

9.1 As a new affiliate, after registering on GNGAffiliates you will be automatically set to the default deal stated in 2.4.1 "Standard Plan"

9.2.1 Every deal that differs from the "Standard Plan" will have 6 months expiration period unless otherwise stated.

9.2.2 In order a deal to be changed by the Operator, a prior notice of at least 15 days is needed by the Operator.

9.3 Deals that are custom and differs from the Standard Plan can not be changed without the agreement of both parties or without a prior notice by the operator.

9.4 Term 9.3 does not apply to the Standard Plan deal. This is a plan that can be changed at any given time and will apply for all Affiliates under it. For this the Operator must inform all affiliates under it via the provided email in the affiliate platform of each affiliate.

## 10. Affiliate Program T&C

### Calculation

10.1. In accordance with the CPA Payment Plan, an Affiliate will receive a one-off payment for every new Customer, more specifically: (a) when a Customer completes first registration, (b) deposits the minimum required amount and (c) meets the minimum wagering activity requirements, as previously agreed upon in writing with your Affiliate Manager.

10.2. Players marked as fraudulent, bonus abusers or which will self-exclude will not be considered qualified for the CPA reward; In the event of a Chargeback received against or issuance of credit to a Customer, that Customer will be discounted for the purpose of the CPA Plan;

10.3. GNGAffiliates does not pay for incentivized traffic in any form and we do not pay for schemes where a Customer is given or promised a percentage of the CPA as an incentive for becoming a Customer. Such incentivizes extends to any roulette playing schemes or casino systems where Customers are advised, in any way, on how to play to beat the online wagering system.

10.4. GNGAffiliates does not pay for CPA Customers sent via brand bidding.

10.5. After termination of this agreement, late converted payers will be considered qualified if deposit for the first time within 30 days from the termination date, unless agreement is terminated due to material breach by affiliate, in which case late converted players will not be considered qualified in any case.

### High-Roller Policy

10.6 In any given month, if a Customer generates a negative net revenue of at least 10,000 EUR, he/she will be deemed to be, for the purposes of this section, a 'High-Roller'.

10.7 If the aggregate Net Revenue for the Affiliate, in that month, for a Brand is negative 2,000 EUR or greater, then the High-Roller policy as set out hereunder, will apply:

10.8.1 The negative Net Revenue will be voided within the calendar month where it was generated;

10.8.2 The player will be isolated from all reports and from the affiliate account;

10.8.3 Any future generated NGR by the player will not contribute to the affiliate earnings.

## 11. Termination of this Agreement

11.1 Either Party has the right to terminate this Agreement at any time without cause with one (1) month written notice.

11.2 This Agreement can be terminated with immediate effect by the Company at any time should the Affiliate fail to comply with its obligations in accordance with this Agreement.

11.3 Notice of termination shall be given in writing by either Party to the other Party. For purposes of notification of termination, delivery via email is considered a written and immediate form of notification and the Agreement shall accordingly terminate with immediate effect.

11.4 Upon termination all rights granted to the Affiliate in any form in terms of this Agreement shall immediately terminate, regardless of whether or not the Company continues to permit activity (generation of revenue) from Players directed by the Affiliate after the termination. The Affiliate must immediately remove any reference to the Company or Promotions or Player Offers from its website/s, and disable any form/s of traffic or links from its website/s or traffic sources to same.

11.5 Upon termination, due to breach of this Agreement, and more precisely due to violation of the sections 3.2, 6.3, 6.6, 6.7, 6.8, 10.7, 10.9.3.3 and/or 11.4 by the Affiliate, the Affiliate shall not be entitled to receive a CPA Payment/s for the current month in which Termination occurred, or for any subsequent month/s after Termination Date, regardless of whether or not the Company continues to permit activity (generation of revenue) from Players directed by the Affiliate after the termination.

11.6 If the Company continues to permit activity (generation of revenue) from Players directed by the Affiliate after termination, this shall not be construed to constitute a continuation or renewal of this Agreement or a waiver of termination.

11.7 The Affiliate, the Company, its electronic cash provider, suppliers, contractors, agents, directors, employees, and representatives shall be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in this Agreement. Termination will not exculpate the Affiliate from any liability arising from any breach of this Agreement which occurred prior to termination.

11.8 The Company may terminate this Agreement if it is determined at the Company's sole discretion that the Affiliate's website(s) is unsuitable. Unsuitable websites are, deemed to be, but not limited to, all websites that are aimed at children, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or are otherwise considered by the Company to bring the Company into disrepute, or prejudice the interests of the Company in any way.

11.9 Sale of Affiliate Business, Website or Domain;

11.10 Death of Affiliate;

11.10.1 This Agreement shall be automatically terminated in the event the Affiliate's death, including any CPA Payment rights under this Agreement. For avoidance of doubt, the Company is not liable for any sums that may have been accrued to the deceased Affiliate as CPA Payment prior to his/her death and the Affiliate acknowledges and agrees that the Company shall not be obligated to pay the Affiliate's estate and/or beneficiaries any outstanding CPA Payment. The Affiliate hereby waives (on his/her behalf and on behalf of his/her estate, heirs, beneficiaries,



successors or assigns) any rights that he/she (or they) may have to any further sums of money and/or CPA payment under this Agreement.

## 12. Relationship of Parties

12.1 The Affiliate and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. The Affiliate shall have no authority to make or accept any offers or representations on Company's behalf. The Affiliate shall not make any statement, whether on the Affiliates site or otherwise, that conflicts with this clause.

12.2 The Affiliate will not be treated as an employee with respect to any law, ordinance, rule, or regulation of any country whatsoever.

12.3 The Affiliate shall not make any claims, representations, or warranties in connection with the Company and the Affiliate shall have no authority to, and shall not, bind the Company to any obligations outside of this Agreement, unless agreed to in writing by the Company.

12.4 The Affiliate is solely responsible for payment of any and all taxes and/or fees that may arise in connection with the CPA Payment earned under this Agreement. The Affiliate warrants that it will pay any such applicable taxes and/or fees and the Affiliate shall keep the Company harmless from any claims whatsoever in this regard as set out in clause 12.1 below. If the cost is not covered by the Affiliate, the Company may at its sole discretion terminate this Agreement and clause 10.4 can come into effect.

## 13. Indemnity, Liability

13.1 The Affiliate shall defend, indemnify, and hold the Company and its electronic cash providers, suppliers, contractors, agents, directors, 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:

13.1.1 Any breach by the Affiliate of any warranty, representation, or agreement contained in this Agreement;

13.1.2 The performance of the Affiliate's duties and obligations under this Agreement;

13.1.3 The Affiliate's negligence; or

13.1.4 Any injury caused directly or indirectly by the Affiliate's negligent or intentional acts or omissions, or the unauthorized use of the Company's banners and links, or the Affiliate Program.

13.2 In addition to clause 12.1, the Affiliate will indemnify and hold the Company harmless from all claims, damages, and expenses (including, and without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of the Affiliate's website(s).

13.3 The Company makes no express or implied warranties or representations with respect to the Affiliate Program or the CPA Payment arrangements (including, without limitation, their functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, the Company makes no representation that the operation of its website (including service and tracking) will be uninterrupted or error-free. The Company will not be liable for the consequences of any such interruptions or errors.

## 14. Miscellaneous

14.1 Both Parties shall give each other their mutual support in the giving of effect to the spirit, a purpose and object of this Agreement.

14.2 The Company's failure to enforce the Affiliates strict performance of any provision of this Agreement will not constitute nor be construed as a waiver of the Company's right to subsequently enforce such provision or any other provision of this Agreement.

14.4 This Agreement will stay in effect for as long as the Company makes this service available, unless this Agreement is terminated prior thereto pursuant to any right of termination set out in this Agreement.

14.5 The Company may amend, alter, delete, or add to any of the terms and conditions contained in this Agreement at any time and at the Company's sole discretion. Such amendments, alterations, deletions, or additions may be made on the basis that such amendments, alterations, deletions or changes are being made for the purposes of ensuring the financial and operational stability of the Company or comply with applicable laws.

14.6 Any amendments, alterations, deletions, or additions to this Agreement shall be effective immediately upon notice, where such notice will be sent to the Affiliate via email or by display on the Company's website, and where possible, Affiliates will be notified in writing thirty (30) days prior to such addition / amendment / alteration / deletion is to come into effect. Should the amendments essentially increase the obligations upon the Affiliate without being required by law, the Affiliate may terminate the Agreement with one month's written notice.

14.7.1 Launch of Fraud Check procedure.

14.7.2 GNGAffiliates deserve the rights to launch a fraud check at any given time by informing the affiliate over email.

14.7.3 During fraud investigation All outstanding Affiliate Earnings will be freeze until the procedure is completed.

14.7.4 Such investigation can last for maximum 4 weeks since the prior notice.

14.7.5 After completing the check, the operator will provide detailed report of the initiative.

14.7.6 In case Fraud has been confirmed the operator deserve the rights to void any generated winnings by the affiliate and to restrict the access to his account.

## Payment procedure for partners

### 1. General

1.1. The Marketing services agreement and any Annexes to it (hereinafter referred to as the "Marketing services agreement") are mandatory and need to be signed by both the Provider and the Beneficiary.

1.2. By agreeing to participate in the Marketing/Affiliate Program, the Provider agree to use its best efforts to actively advertise, market and promote the Beneficiary Websites in accordance with the Marketing services agreement and the instructions of the Beneficiary. The Provider shall ensure that all activities taken will be in the best interest of the Beneficiary and will in no way harm the reputation of the latter.

1.3. The Provider is solely responsible for the development, operation and maintenance of the Provider's Website ("Website") and for all materials that appear on it. You shall at all times ensure that the Website(s) are compliant with all applicable laws, including General Data Protection Regulation (GDPR), and functions as a professional website.

1.3. The Provider shall not undertake any activities in violation of the intellectual property rights of the Beneficiary.

1.4. The Provider shall be solely responsible for all risk, costs and expenses incurred in meeting the obligations under the Marketing services agreement.

1.5. The Provider shall immediately provide to the Beneficiary all such assistance as is required and provide us with all such information as is requested by Beneficiary to monitor your activity under the Marketing services agreement.

1.6. During the period of the Marketing services agreement, the Provider may time to time be entrusted with confidential information relating to our business, operations, or underlying technology, etc. In this regard the Provider agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless you have our prior written consent. The Provider also agree that it will use the confidential information only for the purposes of the Marketing services agreement. The obligations with regard to this clause survive the termination of this agreement.

1.7. Upon termination the Provider must immediately remove all of banners or creatives from the Affiliate Website and disable all Affiliate Links from the Affiliate Website. The Provider will return to the Beneficiary any confidential information and all copies of it in your possession and control and will cease all uses of all Beneficiary Intellectual Property Rights.

1.8. The Beneficiary and the Provider are independent contractors and nothing in the Marketing services agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. The Provider will have no authority to make or accept any offers or representations on our behalf. The Provider will not make any statement, whether on your site or otherwise, that would contradict anything in this Marketing services agreement.

1.9. In the case of Provider's breach (or, where relevant, suspected breach) of this Marketing services agreement or its negligence in performance under the relevant service, or failure to meet its obligations hereunder, the Beneficiary shall have the following remedies available:

a) the right to suspend your participation in the relevant program for the period required to investigate any potential breach of the agreement. During such period of suspension payment of Commissions will also be suspended.

- b) the right to withhold any Commission or any other payment to the Provider arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Provider which is in breach of the Provider's obligations under the Marketing services agreement.
- c) the right to withhold from the Commission monies which Beneficiary deems reasonable to cover any indemnity given by the Provider hereunder or to cover any liability of Beneficiary which arises as a result of the Provider's breach of the Marketing services agreement.
- d) immediately terminate the Marketing services agreement.

## **1. Bank payments requirements (on GNGAffiliates, ScandyPartners and BluePartners)**

2.1. The below payment procedure for external partners is inseparable part of the signed Marketing service agreement between both side – provider and beneficiary. The procedure involves the following affiliates platforms: [GNGAffiliates, ScandyPartners and BluePartners](#).

All communications between the parties are handled through the official company email:  
[financial@peakgamble.com](mailto:financial@peakgamble.com)

2.2. Minimum payment threshold of 500 Euro per affiliate platform. If this requirement is not met, the monthly earning remains to be paid for the next month.

2.3. Companies registered in Europe need to provide VAT number in order to receive the total earned amount. If there is no VAT registration (or no VAT number provided) the payment will be processed for 80% of the total earned amount, as the rest of 20% will be paid by the provider as required under the applicable tax rules. The amount to be paid must match the total amount of the issued Invoice.

2.4. Payments to individuals in Europe (without VAT registration) will be processed for 80% of the total earned amount (the rest of 20% will be paid by the provider as required under the applicable tax rules)

2.5. Companies registered outside of Europe should provide evidence such as certificate of good standing and/or certificate or other document evidencing their tax registration evidencing their status as business entity.

2.6. Bank payments to offshore countries (Isle of man, Gibraltar, etc.) won't be processed.

## **2. Skrill and PayPal payments requirements**

3.1. Minimum payment threshold of 500 Euro per affiliate platform. If this requirement is not met, the monthly earning remains to be paid for the next month.

3.2. Companies registered in Europe need to provide VAT number in order to receive the total earned amount. If there is no VAT registration (or no VAT number provided) the payment will be processed for 80% of the total earned amount, as the rest of 20% will be paid by the provider as required under the applicable tax rules. The amount to be paid must match the total amount of the issued Invoice.

3.3. Payments to individuals in Europe (without VAT registration) will be processed for 80% of the total earned amount (the rest of 20% will be paid by the provider as required under the applicable tax rules).

3.4. Companies registered outside of Europe should provide evidence such as certificate of good standing and/or certificate or other document evidencing their tax registration evidencing their status as business entity.

3.5. Skrill payments to offshore countries (Isle of man, Gibraltar, etc.) won't be processed.

3.6 The following Skrill details must be provided to proceed with the payment: **Skrill E-mail** and **Skrill ID**

### **3. Invoice requirements**

4.1. Invoices for the previous month earnings and all extra payments must be provided till 10th of the following month.

4.2. Invoice date (month) must either match or follow the month of the earned commission and extra payments (if any).

*Example: if you have earnings for January the issued invoice must be with January or February date*

4.3. If we receive invoice after 10th of the following month, payments will not be processed, and invoice will not be booked. In that case the payment will be postponed for next month and a new invoice must be issued with appropriate date (see above).

*Example: if you have earnings for January and the issued invoice is received after 10th of February our financial department will contact you and inform you that you must issue new invoice with February date including earnings for January and February and extra payment (if any) which will be proceeded for payment in March*

4.4. If the partner is working with more than one platform you can issue one invoice, but with split amounts per platform (see template in the appendix)

4.5. The total invoice (issued by the provider) amount should match the Affiliate monthly earnings calculated by the platform. Exceptions are possible only for the following reasons:

- No VAT and a 20% deduction is applied (see above paragraph)
- Extra fees for registration, additional exposure etc. – with signed annex from both parties

4.6. There should be no difference between the partner Company details (Name, VAT number, etc.) provided in the “Marketing service agreement” and in the issued Invoice.

4.7. The issued Invoice must include all mandatory details/fields (please refer to the attached template in the appendixes).

4.8. The payment under the respective invoices issued in accordance with all relevant requirements will be processed up to 25th of the month.

#### **4. Affiliate platform requirements**

5.1. Each affiliate registered in the platform is required to make sure that the profile details are in line with the signed Marketing service agreement and issued invoice.

5.2. If there is mismatch of the details between the platform and the Marketing service agreement and invoice payments will not be proceed till the mismatch is solved.

5.3. Any update of the mandatory information (bank payment method, company name, vat registration etc) in the profile should be communicated to the service provider in time.