

**Grand Casino Baden AG**, a company incorporated in Switzerland, with registered company number CHE-101.200.890 with its registered office at Haselstrasse 2, 5400 Baden, Switzerland

(hereafter referred to as the “Company”)

hereinafter also referred to individually as a “**Party**” and collectively as “**Parties**”.

## **I. Conditions**

Both parties have agreed to the following conditions

### **II. Preamble**

- a) Whereas, the Company has the needs to retain online affiliate services that refers potential players to the Company’s website jackpots.ch.
- b) Whereas, the Company considers that the Affiliate has the knowledge and expertise in providing such services to enterprises carrying on activities similar to those of the Company;
- c) Whereas, the Company desires to engage the Affiliate as an independent contractor to perform such services for the Company and the Affiliate is willing to perform such services, on the terms and conditions set forth below;

Now, therefore, in consideration of the above preamble and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

### **III. Definitions**

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

“**Affiliate Network**” means the websites, social media profiles, mailing database or any other asset managed by the Affiliate through which the Affiliate will redirect traffic to the Company’s website.

“**CPA**” “Cost Per Acquisition” shall mean a predetermined fixed amount in the Currency for each Customer Acquired.

“**Customer Acquired**” means any person who comes through the Affiliate to the Company’s website jackpots.ch, registers a new account and fulfills the defined conditions under paragraph I (player verification, minimum deposit, minimum real money play) and for which the Affiliate will receive a CPA fee. Any person who had already previously an account on jackpots.ch shall not be considered as a Customer Acquired.

“**Currency**” means the currency defined in paragraph I. Should the Currency be different to CHF the conversation from minimum deposit and real money bet will be calculated with the monthly average exchange rate.

**“Intellectual Property Rights”** All intellectual property rights including, but not limited to, patents, designs, trademarks, marks, trade names, copyrights, know-how and inventions, whether registered, unregistered or pending, of the Operator.

**“FGB”** means the Federal Gaming Board in Switzerland, its successors and assigns or any equivalent of similar current or future body or authority.

#### **IV. Status of independent service provider**

It is the parties' intention that the Affiliate shall have an independent status and shall manage his Affiliation Network at his own discretion while scrupulously respecting the clauses under this agreement.

#### **V. Obligations and rights of Affiliate**

Affiliate shall use his best efforts to meet the expectations set out by the Company and warrants that the services will be performed promptly, diligently and in accordance with all reasonable professional standards.

All activities related to this Agreement or in relation to the Company must not be unsuitable for the image, reputation and/or name of the Company. Therefore, the Affiliate ensures that the services shall not:

- a) Promote and/or target people underage and/or banned from gameplay in accordance with the responsible gaming directives of the FGB.
- b) Promote and/or target people outside Switzerland.
- c) Promote any game provider and/or game which is not a partner of Company and not lawfully certified and officially approved by the FGB
- d) Promote to Swiss players any online casino operator named in the blacklist of the FGB (the blacklists are updated regularly and can be downloaded on FGB's website <https://www.esbk.admin.ch/esbk/de/home/illegalesspiel/zugangssperren/provider.html>) or not duly recognized as holder of a Swiss casino licence by the FGB. It is the Affiliate's responsibility to regularly consult FGB's blacklist.
- e) Promote sexually explicit material
- f) Promote violence
- g) Promote discrimination based e.g. on race, sex, religion, nationality, disability, sexual orientation, or age
- h) Promote any illegal activities
- i) Promote coupons codes or discounts that were not provided by the Company.
- j) Contain any materials which infringe or assist others to infringe any copyrights, trademarks, or other intellectual property rights or to violate the law
- k) be otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethically, or otherwise objectionable to the Company.

The Affiliate must at all times be compliant with the regulations of Switzerland, including but not limited to the following provisions of the Ordinance on Money Games dated November 7, 2018.

In addition, the Affiliate agrees to:

- a) Utilize new and updated marketing material as and when made available to the Affiliate by the Company, to ensure accurate advertising and marketing of promotions from the Company.
- b) Adhere to the EGBA code of conduct in regards of all activities for the Company.
- c) NOT to purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of the Company's trademarks or any other brands belonging to the Company, or variations thereof in the "domain name" (i.e. af-ter any prefixes but before the top level domain suffix), or include meta tags on the Affiliate's website which are identical or similar to any of the Company's trademarks or any other brands belonging to the Company. In addition, the Affiliate shall NOT create pages falsely representing any of the Company's brands in any social media channels (including, but not limited to, Facebook, Google+, Twitter, etc.).

#### **VI. Obligations and rights of Company**

Company will track players, their deposits and their play where required. The Company has the right to refuse accepting players (or to close their accounts) at its own discretion (e.g., if necessary, to comply with any regulations or with any requirements, terms and conditions that the Company may establish.

The Company shall use its reasonable endeavors 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.

The Company has the right to monitor the Affiliate's websites 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 requested by Company to perform such monitoring.

#### **VII. Reporting**

The Company will provide reports to Affiliate to display performance of the Affiliate regarding the referred players and Customers Acquired. The format, content and frequency of the reports may, at the Company's discretion, vary from time to time. The Company shall, for the purpose of this Clause, issue a monthly report within the following five (5) business days of the following month. Should Affiliate not agree to the report, Affiliate must send a written statement to Company within 30 days upon receipt of the report . Otherwise, the report provided by Company shall be considered approved by Affiliate.

#### **VIII.Fees and payment terms**

The Company shall pay to the Affiliate a CPA fee as agreed above. The Company shall pay Affiliate the CPA calculated based on the reporting issued by Company according to Clause VII above.

The Affiliate shall send a monthly invoice to the Company showing the CPA fee due by the Company to the Affiliate.

The Company shall pay Affiliate within fifteen (15) days from the date of the monthly invoice issued by Affiliate. Accepted methods of payment are bank transfer, Neteller or Skrill. If the amount invoiced is below the EUR 250.00, the payment to the Affiliate will be postponed until the following month and/or until the minimum threshold of EUR 250.00 is reached.

In the event of a miscalculation of the fees, Company reserves the right to correct any mistake at any time, and to reclaim any excess payments made by the Company by reducing future payments due to the Affiliate. Except for the CPA fee established in this Agreement, no commission and/or any other payment shall be claimable by the Affiliate.

#### **IX. Confidential information and non-disclosure**

Each Party acknowledges that it will receive Confidential Information from the other Party. Confidential Information includes all data or information communicated by or in the name of one of the Parties (Disclosing Party) to the other Party (Receiving Party), to its personnel or to its subcontractors that is not generally known or disclosed to the public, in whatever form (electronic, written or verbal). Confidential Informations includes in particular, but is not limited to:

- a) All marketing plans, financial information, sales estimates, business plans, as well as the content of all conversations in which the Parties participate concerning the economic activities of their subsidiaries, their commercial partners or their clients and/or Affiliates.
- b) Trade secrets such as lists of the Parties' client data.
- c) The terms and conditions of this contract as well as any other information that might be mentioned as being confidential by one of the Parties.

The Receiving Party undertakes to:

- a) Hold all Confidential Information in strict confidence and not disclose any of it to any person except to professional advisors, consultants, contractors, employees, officers or agents of the Disclosing Party whose duties reasonably require the disclosure and who are under an contractual or other legal obligation to keep the Confidential Information confidential;
- b) Only to use the Confidential Information for the purposes of this Agreement and to undertake not to make any other use thereof without the prior written approval of the Disclosing Party.
- c) To limit the disclosure of Confidential Information solely to its employees or subcontractors (Authorized Users) that have the need to know the Confidential Information for the performance of this Agreement, to the extent that these persons are under an contractual or other legal obligation to keep the Confidential Information confidential.
- d) To return or destroy, within seven (7) days, unless agreed otherwise between the Parties, following the request of the Disclosing Party, the Information in view of the

provisions of this contract, to the extent that these persons have subscribed in writing to the provisions of this contract of have subscribed with the Receiving Party a confidentiality agreement containing obligations of a similar content, intended to protect the Confidential Information.

- e) To return or destroy, within seven (7) days, unless agreed otherwise between the Parties, following the request of the Disclosing Party, the Confidential Information received as well as any document related thereto (there included any computers files) without keeping a copy.

The obligations defined in this article do not apply to information:

- a) That was in Receiving Party's possession without a confidentiality obligation before its disclosure by the Disclosing Party;
- b) That had fallen into the public domain at the moment of its disclosure or thereafter, without fault of the Receiving Party or of the Authorized Users;
- c) That was obtained legally from a third party provided that the third party is legally entitled to possess and provide the information to the Receiving Party and the information was not disclosed in breach of this Agreement or any other obligation of confidence;

#### **X. Notice**

All notices under this Agreement and other communications required or permitted under this Agreement shall be in writing and shall be deemed effective upon delivery to the Party to whom addressed by (i) express courier with verification of actual receipt, or (ii) email with confirmation of receipt generated by the sending device, or (iii) registered mail, return receipt requested. All notices shall be sent to the following address:

#### **For the Company:**

Grand Casino Baden AG

Haselstrasse 2

5400 Baden

Switzerland

Email: [affiliate@jackpots.ch](mailto:affiliate@jackpots.ch)

Attention: Niko Adalis

#### **For the Affiliate:**

Hans Muster GmbH

Musterstrasse 1

5000 Musterstadt

Schweiz

Skype: -

Attention: -

#### **XI. Miscellaneous**

This Agreement will be governed by the laws of Switzerland, without reference to rules governing the choice of laws. All disputes arising out of or in connection with this Agreement, including disputes regarding its conclusion, validity, binding effect, amendment, breach, termination or rescission shall be subject to the exclusive jurisdiction of the ordinary courts of Baden, Switzerland.

The Parties shall not assign or transfer this Agreement to any third party, unless the other Parties expressly agrees to such assignment or transfer in writing.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

This Agreement constitutes the complete and exclusive understanding and agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each Party.

d)

This confidentiality obligation will remain in force for as long as the Confidentiality Information has not fallen into the public domain, without a breach by the Receiving Party.

## **XII. Intellectual Property Rights of Company**

All Intellectual Property Rights, title and interest in and to the platform, software, online games, code and logic, including any and all modifications and additions thereto, shall at all times remain the sole property of the Company.

THE AFFILIATE ACCEPTS THAT ANY UNAUTHORISED USE OR DISCLOSURE OF THE PLATFORM, SOFTWARE, ONLINE GAMES, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY CONSTITUTE A VIOLATION OF COMPANY'S COPYRIGHT, PATENT, TRADE SECRET OR OTHER RIGHTS AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL ACTION IN MULTIPLE JURISDICTIONS.

The Affiliate acknowledges the validity of all the intellectual property rights of the Company and shall refrain, for the duration of such intellectual property rights from any infringement, challenging or attacking validity of Licensor's intellectual property rights or interests and from assisting any other third party in infringing, challenging or attacking such validity by providing information or advice or otherwise.

The Affiliate shall notify the Company immediately if the Affiliate becomes aware of any unauthorized use of the platform, software, online games or of any other infringements of Company's Intellectual Property Rights.

## **XIII. Indemnification and limitation of liability**

Each Party shall indemnify and hold harmless the other Party and its directors, officers, employees and shareholders (collectively, the "Indemnified Parties") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation, reasonable attorney's fees and costs) which directly arise out of, relate to or result from any act or omission of the breaching Party regarding its obligations under this Agreement.

Neither Party shall be liable for any indirect loss suffered by the other Party or any third party. Neither Party shall be liable for intangible damages, whether direct or indirect, arising out of or in relation with this Agreement, such as, without limitation, loss of profits, loss of revenues, loss of goodwill, loss or corruption of data whether or not caused by the acts or omissions or negligence of its employees or agents. In no event will the aggregate liability of either party to the other under this Agreement exceed the amount of the Fees paid by the Company to the Affiliate during the six-month period preceding the date on which the loss occurred or cause for indemnity arose.

#### **XIV. Term and Termination**

This Agreement shall be valid from Effective Date for a fixed term of one (1) month and shall be automatically renewed for additional one month terms unless either party gives written notice of non-renewal to the other Party at least three (3) calendar days before the termination date.

Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement at any time by written notice to the other Party ("Defaulting Party") if the Defaulting Party

- a) is in material breach of any of its obligations under this Agreement (including obligations as to payments) and that breach is either (1) incapable of being remedied or (2) remains un-remedied by the Defaulting Party after receiving written notice of the breach requiring remedy in a period of five (5) days.
- b) violated any requirements for providing the service stated under a) to k) in paragraph V;
- c) becomes bankrupt or insolvent under applicable law of its incorporation or is otherwise unable to pay its debts in the ordinary course of business;
- d) is dissolved (other than by way of a re-organization) or otherwise ceases to engage in its normal business operations and is unable thereby to fulfil all its obligations under this Agreement.

The Parties shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement by prior written notice to the other Party:

- a) Any of the Parties loses any required permits or other required governmental or other approval or consent or the right to operate for any reason and/or is unable thereby to fulfil all their obligations as outlined in this Agreement;
- b) If changes to legislation, regulation or other requirements of any government or governmental authority or agency makes it illegal or impractical to distribute, provide, market and/or operate the licensed software, online games, and/or develop the business activity by the Company and/or develop the object and/or business between the Parties as contemplated by this Agreement, in accordance with the applicable law and/or the FGB.

In case of termination of this Agreement, each Party shall immediately return all Confidential Information received from the other Party and destroy any copies that may exist. Such destruction shall be promptly confirmed in writing upon request of the other Party. All outstanding sums payable to the Affiliate by the Company shall immediately become due and payable.

#### **XV. Data Protection and Cookies**

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

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).

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.

