

Tortuga Affiliates Program Agreement Terms and Conditions General

Terms and Conditions

Version 1 – 1st of March 2023

Purpose of the Affiliate Program

This affiliate agreement (the “Agreement”) sets out the terms and conditions between Tortuga Affiliates (“Tortuga”/”us”/”we”), with registered address Scharlooweg 39, Willemstad, Curaçao (hereinafter “Tortuga Affiliates”), and you, regarding your Application to participate as an affiliate (the “Affiliate”/”you”) in the Tortuga Affiliates affiliate program (the “Affiliate Program”).

The Application is available here login <https://whaleaffiliates.com/> and must be completed and submitted online for verification by Tortuga Affiliates. When submitting an Application, you must agree and accept this Agreement (the Terms and Conditions) and Privacy Policy. It is important that you read and understand this Agreement. By completing an Application to join the Affiliate Program you are – subject to Tortuga Affiliates’ approval of your application – agreeing and accepting to be bound by the terms and conditions of this Agreement. If you do not agree to the following terms and conditions, you should immediately discontinue your Application. The Application shall be considered to be an integral part of this Agreement.

1. Interpretation

1.1 This Agreement replaces all previous terms and conditions relating to the Affiliate Program or any previous affiliate program offered by Tortuga Affiliates. You agree that this Agreement supersedes all previous agreements you have had with Tortuga Affiliates or any Group Company (as defined below).

1.2 Tortuga Affiliates may modify all or any part of the Affiliate Program and/or this Agreement at any time by providing 5 Business Days’ advance written notice of any such changes. If you do not agree to the changes, you may serve notice to terminate this Agreement under Clause 12.1 before the changes take effect and such changes will not apply for the duration of the notice period set out in the said clause. If you fail to terminate this Agreement and continue to participate in the Affiliate Program, you will be deemed to have accepted the changes made under this clause and shall continue to adhere to this Agreement. The latest modified date of these terms and conditions will be displayed at the top of this Agreement.

1.3 The Affiliate’s continued participation in the Affiliate Program, including but not limited to acceptance of any payments and/or commissions (as defined herein, including Affiliate Payments), after any notice is issued in accordance with Clause 1.2 above, shall be deemed as a binding irrevocable accept of the new terms and conditions and/or other changes in the Affiliate Program.

1.4 If you have any queries or questions in relation to this Agreement, or wish to notify Tortuga Affiliates of any matter related hereto, you may contact us at compliance@peakgamble.com

1.5 Definitions:

1.5.1 “Affiliate” means a person (whether an individual or a company) who has signed up to the Tortuga Affiliates Program, and was duly approved by Tortuga Affiliates, in order to promote the products and services of the Companies’ brands through the Affiliate’s Internet Site/s.

1.5.2 “Affiliate Payment” means the remuneration option applicable, including Revenue Share, Hybrid Payments and/or CPA Payments, as applicable.

1.5.3 “Affiliate Program” means the affiliate program, that is, an Internet marketing practice that connects businesses (including Companies) selling products online with websites related to those products, as managed by Tortuga Affiliates. The websites are run by third parties (herein referred to as the Affiliates) who sell products and services for the Internet company (herein referred to as the Companies) and in return receive a commission.

1.5.4 “Affiliate Program Site” means the website at <https://whaleaffiliates.com/>

1.5.5 “Application” means your application to join the Affiliate Program as submitted via the Affiliate Program Site.

1.5.6 “Tortuga Affiliates” means Tortuga as owning and managing the Affiliate Program subject to this Agreement.

1.5.7 “Business Day” means any day from Monday to Friday 8am to 5pm GMT (excluding Saturdays and Sundays) which is not an official public holiday in Curaçao.

1.5.8 “Commencement Date” means the date on which Tortuga Affiliates confirms that your Application to join the Affiliate Program has been accepted.

1.5.9 “Company/ies” means the B2C operator offering online products to end-users via an Internet website that partners with the Affiliate through the Tortuga Program to promote its brand/s, products and services.

1.5.10 “Confidential Information” means all information in any form relating to a party (and any Group Company in the case of Tortuga Affiliates) (the “Disclosing Party”) that is directly or indirectly disclosed to the other party (the “Receiving Party”), including any personal data and/or customer data, by any of the Disclosing Party’s employees, professional advisers or contractors before or after the Commencement Date.

1.5.11 “CPA” means cost per acquisition, where the acquisition refers to the acquired Customer as defined in this Agreement.

1.5.12 “CPA Payments” means the CPA reward payments described in Clause 5.4.

1.5.13 “Customers” refers to a user who satisfies each of the following: (i) is a new end user who originates from your Tracking Code via your website, email newsletter or other method acknowledged and approved by us; (ii) uses the tracking mechanism connected to a Property Site and registers with that Property Site; and (iii) opens a player account as a result of registering with the Property Site. For the avoidance of doubt, end users who are already customers at the Property Sites shall not be considered as “Customers” under this definition. By opening an account with the

Property Site, any Customer will become the relevant Company's customer and must comply with all the Company's applicable rules, policies, terms and conditions and operating procedures.

1.5.14 "Data Protection Laws" means the EU General Data Protection Regulation (EU2016/679), the Data Protection Act (Cap 440 of the Laws of Curacao) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all applicable laws and regulations relating to the processing of personal data and/or privacy in effect in any relevant territory and as updated from time to time.

1.5.15 "Dormant Affiliate" means an Affiliate account, showing no or close to no acquisition activity for a period of 60 days.

1.5.16 "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor acting in good faith.

1.5.17 "Group Company" means Tortuga and any body corporate which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company ("holding company" and "subsidiary" having the meanings attributed to them by the Companies Act of the Laws of Curacao) and shall include any company in which a Group Company has a shareholding of 50% or more.

1.5.18 "Hybrid Payment" means the hybrid payments described in Clause 5.5.

1.5.19 "Immediate family" means your spouse, partner, parent, child or sibling.

1.5.20 "Internet Site" means your website/s located at the web address(es) provided to Tortuga Affiliates in your Application or as subsequently changed from time to time and notified to and approved by Tortuga Affiliates via the Affiliate Program Site, which is operated by the Affiliate for the purpose of directing Customers to the Property Sites.

1.5.21 "IPR" means intellectual property rights, including any and all patents, trademarks, service marks, rights in designs (including semi-conductor topography design rights and circuit layout rights), get-up, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements.

1.5.22 "Net Gaming Revenue" means:

1.5.22.1 gross gaming revenue (total gross bets less total payouts),

1.5.22.2 minus bonuses, and

1.5.22.3 minus Admin Fees (where "Admin Fees" includes jackpot contribution, game fees, game licences, game royalties, finance and processing fees (including deposit fees) and applicable taxes).

1.5.23 "Party/ies" means the parties or any one party to this Agreement.

1.5.24 "Person" means any natural person, firm, partnership, association, corporation, company, trust or other entity.

1.5.25 "Privacy Policy" means the privacy policy issued by Tortuga Affiliates relating to the Affiliate Program.

1.5.26 "Property Sites" mean the Companies' websites that participate in the Tortuga Affiliates Program as notified to Affiliates from time to time. As part of Tortuga Affiliates' and the Companies' efforts to maintain the integrity of the Property Sites, all websites deemed a copy

of any of the Properties' Sites will be asked to remove all suspect/plagiarized content. A website will be classed as having enough similar content to jeopardize a Property Sites in any one of the search engines if there is as little as 15% copied content. Should the copy not be updated within 5 working days, your Affiliate Account and all Affiliate Payments will be suspended pending review of the situation.

1.5.27 "Revenue Share" means the revenue share payments described in Clause 5.3, which is calculated as follows (unless otherwise agreed): Reward 20% of Net Gaming Revenue

1.5.28 "Sub-Affiliate" means the sub-affiliate as defined in Clause 6, that is, means a person engaged with the Affiliate, for the intention of driving traffic to the Property Sites.

1.5.29 "Tracking Code" means a code that identifies you as an Affiliate.

1.5.30 "Tracking Links" means hypertext links (either a banner or text link) downloaded from the Affiliate Program Site or provided by Tortuga Affiliate team member, that link the Internet Site to the Property Sites webpages, or any other site owned or controlled by Tortuga Affiliates or any Group Company.

1.5.31 "Us"/"we"/"our" means Tortuga Affiliates and its Group Companies.

1.5.32 "You"/"your" means you in your capacity as an Affiliate, and any Sub-Affiliates which you may engage pursuant to this Agreement.

1.6 In this Agreement (except where the context requires otherwise):

1.6.1 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.6.2 the singular includes the plural and vice versa; and

1.6.3 reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Application

2.1 Following submission of your Application, Tortuga Affiliates will review the information provided and may request the provision of documents and additional information to support your Application and verify your business. Failure to submit the requested information and/or documents may result in the refusal of your Application.

2.2 If Tortuga Affiliates accepts and approves your Application you will be notified in writing that you may participate in the Tortuga Affiliate Program as an Affiliate and will be granted

access to your Affiliate account accessible via the Affiliate Program Site. This portal allows you to have a single point of access to information relating to Tortuga Affiliates and the Affiliate Program, including Tracking Links, reports, statements, etc. and allows facilitates your collaboration with Tortuga Affiliates.

2.3 Once you are an approved Affiliate, Tortuga Affiliates will notify you with the applicable terms and conditions specific to your account (such as the relevant Commission Option) and which will apply in addition to, and which will be considered to be an integral part of, this Agreement. These specific terms and conditions will also stipulate the Commencement Date.

2.4 Following confirmation of acceptance by Tortuga Affiliates, you may require additional approvals and/or confirmation from the relevant Companies on a case-by-case basis, in which case Tortuga Affiliates will guide you accordingly.

2.5 Upon acceptance of your Application, Tortuga Affiliates grants you a non-exclusive, non-transferable, revocable licenses or right, during the term of this Agreement, to use our services in accordance with the terms of this Agreement.

2.5.1 Specifically, in consideration of you making the Tracking Links available on the Internet Site and subject to the terms and conditions of this Agreement, Tortuga Affiliates will procure that you are granted a non-exclusive, non-transferable, terminable licenses to use the Tracking Links on the Internet Site in accordance with the terms and conditions set out in this Agreement.

2.6 It is Tortuga Affiliates' policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities or any illegal activities. We will verify your identity before accepting your Application.

2.7 Prior to and/or following your approval as an Affiliate, Tortuga Affiliates shall have the right to request the provision of additional information and/or documents for due diligence purposes at any time. The Affiliate understands and agrees that it may be required to provide additional information and/or documentation as a result of the due diligence process undertaken by any one or more Companies at any time. Failure to adhere to any such requests may result in the termination of this Agreement in terms of Clause 12.1.

2.7.1 The information referred to in Clause 2.6 includes but is not limited to, proof of identity; proof of address; incorporation documents; company and/or group structure; verification documents regarding board members, directors, shareholders and beneficiaries; power of attorney; confirmation or otherwise of any political connections, sanctions, and adverse media; and any other corporate documents and/or certificates.

2.7.2 You agree to provide us with any supporting documents, which we may request from time to time, including any documents and/or information requested by any one or more Companies.

2.8 Any information that we request is to ensure a safe environment and prevent any fraudulent, illegal activities. If we believe that any information and/or documentation provided might be inaccurate or falsified, we reserve the right to suspend such Application or account. We will not be providing due diligence documents or personal data to any third parties, unless such request is required by applicable law or the Companies. We will notify you in the case of the latter. We treat your information and data as highly confidential, and we assure that we handle such information in accordance with the applicable laws and our Privacy Policy.

2.9 Tortuga Affiliates reserves the right to refuse any registration in its sole and absolute discretion without giving any reason for such refusal.

3. Qualifying Conditions

3.1 It is a condition of this Agreement that you will not do any of the following:

3.1.1 display the Tracking Links other than on the Internet Site/s approved by Tortuga Affiliates.

3.1.2 display the Tracking Code in any offline media without Tortuga Affiliates' prior written approval;

3.1.3 display data from the Tracking Links via any electronically accessible medium other than the Internet Site without the express written consent of Tortuga Affiliates;

3.1.4 do anything that would cause Tortuga Affiliates to believe that a Customer has clicked through the Tracking Links to register for an account when that is not the case, sometimes known as 'cookie stuffing'; and/or

3.1.5 use the Tracking Links or Tracking Code in a way which proves or is likely to prove detrimental to Tortuga Affiliates.

4. Warranties, Representations and Obligations

4.1 You warrant and undertake that:

4.1.1 the information you have provided Tortuga Affiliates is complete, valid and truthful, as is any other information you will provide thereafter during the term of this Agreement;

4.1.2 all information you provided in your Application is correct and that you will notify Tortuga Affiliates promptly of any changes, provided that Tortuga Affiliates shall have the right to terminate your Agreement and exclude you from the Affiliate Program in the event that the said changes are not in line with its policies and procedures;

4.1.3 you have full capacity and authority to enter into this Agreement and any other documents executed by you that may be associated with this Agreement;

4.1.4 the execution of this Agreement, and your performance of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound;

4.1.5 you will at all times conduct yourself with all due skill, care and diligence, including Good Industry Practice, and in accordance with your own established procedures, any directions, policies and procedures issued by Tortuga Affiliates from time to time and all applicable laws (including marketing laws), enactments, orders, regulations and other similar instruments;

4.1.6 you will comply with Tortuga Affiliates' security guidelines and requirements as may be issued by Tortuga Affiliates from time to time whether in writing or otherwise;

4.1.7 you will keep secret and not allow anyone else to use your login and password details for the Affiliate Program Site. Tortuga Affiliates is in no way responsible if a third party accesses your account and if that may result in loss or for transactions made by unauthorized third parties;

4.1.8 you will keep yourself notified and updated on any legal changes and changes in the terms and conditions and other policies of the Property Sites to avoid any potential losses or disputes;

4.1.9 you will not directly or indirectly offer any potential Affiliate or Sub-Affiliate any incentive (including payment of money and/or other benefit) to use the Tracking Links and/or Tracking Code;

4.1.10 you have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses 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;

4.1.11 the Internet Site is not in any manner whatsoever, whether directly or indirectly, aimed at people under 18 years of age;

4.1.12 the Tracking Links will not be placed on any Internet Site which may be aimed at people under 18 years of age;

4.1.13 the Internet Site will not contain any material which is defamatory, violent, pornographic, unlawful, threatening, obscene or racially, ethnically, or otherwise discriminatory or in breach of any third-party rights (including IPR) and shall not link to any such material;

4.1.14 you will always include information about the terms and conditions applicable to any promotion (with a link to the said terms and conditions) and any other reasonable requirements depending on the relevant jurisdiction.

4.1.15 you will not seek to challenge the validity of IPR belonging to Tortuga Affiliates or any Group Company;

4.1.16 you will use all reasonable endeavors to display the Tracking Links and Tracking Code on the Internet Site without interruption for the duration of this Agreement;

4.1.17 you will ensure that all communications originating from you relating to Tortuga Affiliates or the Property Sites make it clear that such communications are sent by and on behalf of you (and not from or on behalf of Tortuga Affiliates or the Property Sites);

4.1.18 you will not edit, alter or amend any marketing, promotional and/or creative materials which have been produced by or on behalf of Tortuga Affiliates;

4.1.19 you will not encourage or assist any Affiliates to breach any terms and conditions agreed to when opening an account with Tortuga Affiliates or a Group Company;

4.1.20 you will not, and you will not encourage or assist any Affiliates (or Sub-Affiliates) to, engage in behavior which in Tortuga Affiliates' reasonable opinion breaches the terms or abuses the spirit of the Affiliate Program, a promotion, competition, tournament or offer operated by Tortuga Affiliates or a Group Company; and

4.1.21 you will always carry Customer acquisition in accordance with the terms of Affiliate Program and this Agreement. A Dormant Affiliate account, showing no or close to none acquisition activity for a period for 60 days will see their deal reviewed with a 5% revenue share decrease every month. A Dormant Affiliate account with no or close to no acquisition activity for a period of 180 days or more will be closed.

4.1.22 you will not register any domain names or register keywords, search terms or other identifiers for user in any search engine, portal, sponsored advertising service or other search or referral service that incorporate terms which are identical or similar to 'Tortuga Affiliates' or any other

trademarks owned by Tortuga Affiliates or a Group Company and you will at all times comply with such reasonable guidelines for the use of such trademarks as may be issued from time to time. Tortuga Affiliates' decision on whether any marketing is in breach of this clause shall be final and there shall be no appeal from such decision.

4.2 By entering into this Agreement you explicitly agree that you will not use adware, spyware or any other method of manipulating traffic to generate such traffic. You are bound by this Agreement not to use the practices such as, but not limited to, spamming SMS/text messaging, pirated content locking, and social phishing/spamming. Tortuga Affiliates has zero tolerance for sending spam and unsolicited emails and prohibits the use of third-party, purchased, rented, or harvested lists. Any Affiliate found to be sending spam will be terminated immediately and subjected to possible legal action.

4.3 You shall not engage in spamming and must at all times practice "Netiquette", this includes any attempt to spam a user through the chat functionality in the participating Property Site's chat facility. We consider any unsolicited, unexpected or unwanted SMS sent to a Customer in order to extort their valuables, mislead them or any message originating from someone the Customer has not specifically authorized to have their mobile number to be spammed. The Affiliate must NOT send SMS messages containing any reference to, or in any way connected with, a Property Site or other website, without the express consent of Tortuga Affiliates. Once such consent has been granted by Tortuga Affiliates, SMS messages may only be sent provided they comply with commonly accepted opt-in rules, meaning the Customer has consented to receiving SMS from you, and is given the option to opt-out in each SMS. In addition, all email marketing must be based on commonly accepted opt-in rules, meaning the user has consented to receiving the email from you, and is given the option to opt-out in each email. You shall not be entitled to earn referral fees from referred Customers generated in bad faith or arising from misleading, unlawful, unauthorized advertising and/or promotion. In the event that we determine that you have engaged in any form of unauthorized advertising or promotion, or engaged in any misleading, unlawful or bad faith activities (regardless of whether you had knowledge of the same), we reserve the right to take various actions including, but not limited to, withholding and forfeiting of referral fees and/or immediately terminating this Agreement without right of recourse or compensation for the Affiliate.

4.4 Tortuga Affiliates closely monitors the Affiliate's Internet Site/s and shall have the right to request the Affiliate to implement necessary changes and the Affiliate is obliged to do so. Such requests to implement changes to the Affiliate's Internet Site/s may also originate from the Companies. Failure to comply with any such request may lead to temporary or permanent suspension of the Affiliate's account with the Affiliate Program.

4.5 You agree that:

4.5.1 you or your Immediate Family may not become Customers and you shall not be entitled to any payment under this Agreement in relation to such persons;

4.5.2 Tortuga Affiliates may monitor the Internet Site to ensure you are complying with the terms of this Agreement and you will provide Tortuga Affiliates with all data and information – including a test account with the same functionalities as a user account– to enable Tortuga Affiliates to perform such monitoring at no cost to Tortuga Affiliates; and

4.5.3 the Electronic Commerce (EC Directive) Regulations 2002 will not apply to this Agreement.

4.5.4 all Customer personal data and information shall belong exclusively to the Companies.

4.5.5 you will not process (and retain) any personal data (as defined in Data Protection Laws) pertaining to the Customers except as specified in this Agreement.

4.6 You warrant that:

4.6.1 you are not and have never been engaged in any activity, practice or conduct which would constitute an offence or an illegal activity.

4.6.2 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, 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.

5. Payments

5.1 In consideration of the display of the Tracking Links and Tracking Code and introducing Customers, you will be entitled to payment on the following terms.

5.2 You will be able to indicate your initial preferred Affiliate Payment option ("Commission Option") upon having been approved to join the Affiliate Program following the submission of your Application. The chosen option will be confirmed by Tortuga Affiliates once we accept your Application and will be payable in arrears in accordance with this Clause 5. Provided that the Revenue Share shall constitute the default Commission Option and any other Commission Option shall only be valid following prior written confirmation by the Company, Tortuga Affiliates and the Affiliate. The Affiliate accepts that additional terms and conditions may be applicable depending on the applicable Commission Option.

5.3 Subject to these terms, if you select a "Revenue Share", the Company shall pay you the applicable percentages of Net Gaming Revenue (that is, the Revenue Share) for as long as a Customer has an account with the Property Sites via the Tortuga Affiliates brands or a Group Company.

5.4 If a CPA Payment deal is offered by Tortuga Affiliates, confirmed by the Company and accepted by the Affiliate, the Company shall pay you the selected payment or current standard payment which is payable in accordance with the terms on the Affiliate Program Site.

5.4.1 You shall be entitled to a one-off commission based on a number of first-time registering and depositing Customers directed to the Property Sites who have successfully met minimum deposit (baseline), wagering and/or other requirements as per prior notification by Tortuga Affiliates and/or the Company. These amounts are at the discretion of Tortuga Affiliates and we reserve the right to change these amounts with prior written notice at any time.

5.4.2 All CPA deals are subject to a 24-hour termination policy (irrespective of Clause 1.2).

5.4.3 Tortuga Affiliates' decision with regards to this will be considered final and no further correspondence will be entered into. The right of admission to the CPA Payment program will be reserved at all times and for any reason. If we determine, in our sole discretion, that you are enrolled in the CPA Payment program to benefit from it by referring Customers that we deem not legitimately interested in the relevant products or services available via the Property Sites or of a similar average value to the current Customers registered via the Property Sites, we reserve the right to terminate your participation in the Affiliate Program with immediate effect. Should this occur, from the

moment of your notification, your CPA Payment generated on existing or new referred Customers will be forfeited and considered null and void with no further correspondence entered into.

5.4.4 A new depositing Customer that is suspended and/or blocked or blocks him/herself because of responsible gaming reasons, within the same calendar month as they trigger a CPA, may be excluded from the CPA Payment or Hybrid Payment deal. In that case the Revenue Share part of the Hybrid Payment deal will remain and for CPA affiliates a flat 20% Revenue Share will be applied.

5.5 If a Hybrid Payment deal is offered by Tortuga Affiliates, confirmed by the Company and accepted by the Affiliate, the Company shall pay you:

5.5.1 the selected CPA Payment payable in accordance with the terms on Affiliate Program Site; and/or

5.5.2 the selected Revenue Share percentage for as long as each Customer has an account in accordance with this Agreement.

5.6 Tortuga Affiliates, following a request by a Company or at its sole discretion, may withdraw any one or more Commission Option/s at any time by giving notice to you and/or change the terms relating to Affiliate Payments. You will then be required to select another Commission Option via the Affiliate Program Site which will apply to any Customers whose date of first registration is on or after your date of selection, subject to prior written approval by Tortuga Affiliates and the Company.

5.7 You will be able to review statements showing the number of Customers introduced by you via the Tracking Links or using the Tracking Code, if any, which have accrued over the course of the calendar month, using the Affiliate Program Site. Such statements are for information purposes only. Tortuga Affiliates will endeavor to ensure that such statements will be updated by the Company daily but is under no obligation to do so. Provided that you have reached the threshold set out in Clause 5.8, Tortuga Affiliates will, at the end of a calendar month, inform you of the amount of the Affiliate Payments, if any, for the preceding calendar month (the "Amount Due").

5.8 In the event that the Amount Due for a calendar month is a negative amount, the Company will not carry forward or set off such a negative amount against Amounts Due for future months which would otherwise be payable to you. If the Amount Due for a particular calendar month does not exceed 100 EUR or the equivalent in any other currency, the Company will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 100 EUR or the equivalent in any other currency, at which time payment shall be made in accordance with Clause 5.9.

5.9 Subject to Clause 5.8, Amounts Due to you in respect of a calendar month will be paid by the Company within 30 days of receipt of your invoice for the amount due. Tortuga Affiliates and/or the Company shall have the right to dispute any invoices issued by you and may request the submission of additional information to verify the Amounts Due. The aforementioned 30-day period starts running upon confirmation of acceptance by the Company and Tortuga Affiliates.

5.10 Unless otherwise agreed, all payments made to you by the Company under this Agreement shall be:

5.10.1 deemed exclusive of any VAT or other tax payable;

5.10.2 paid in Euros.

5.11 You are required to enter your payment information in your Affiliate account on the Affiliate Program Site to ensure that Affiliate Payments are processed on time (only Affiliates are responsible for such information and the validity of it).

5.12 In the event that a Customer:

5.12.1 has been introduced in breach of any term of this Agreement;

5.12.2 makes an initial deposit which is subject to a chargeback, or which is reversed for any other reason;

5.12.3 uses your Tracking Code or that of a member of your Immediate Family (or the code relating to any similar or replacement Tortuga Affiliates customer referral scheme) when signing up for an account;

5.12.4 fails any identity or credit checks carried out by the Company or anyone on its behalf;

5.12.5 is located in a territory from which the Company does not accept customers; or

5.12.6 has their account closed within 25 Business Days of the account opening, you will not be entitled to receive any Affiliate Payments in respect of such Customer. In the event that any such payment has already been made to you in respect of such Customer you will promptly repay the amount paid on receiving notice from Tortuga Affiliates. Tortuga Affiliates will be entitled, but not obliged, to set-off any amount owed as a result against future Affiliate Payments.

5.13 Moreover, Tortuga Affiliates and the Company shall apply the last paid click attributional model in determining whether a Customer is attributed and assigned to the Affiliate for Affiliate Payment purposes. According to this model, the end-user qualifies as a Customer and is attributed to the Affiliate based on the Affiliate's Tracking Link being the last one the end-user clicked and subsequently successfully confirming him/her as a Customer based on the below timeframes.

5.13.1 The above is determined thanks to cookies recording and confirming the Customer's last paid click affiliation, which cookies shall have the following duration based on the Customer's browser.

5.13.1.1. 7 days in the case of Safari web;

5.13.1.2. 30 days for other browsers.

5.14 In cases of suspicion of fraudulent or incorrect trading through Tortuga Affiliates by the Affiliate, we reserve the right to take the following, and any other, actions, as deemed necessary:

5.14.1 Pause Affiliate Payments due to suspicion of fraudulent or illegal activities carried out by the Affiliate;

5.14.2 Transfer the payment over to the next month due to non-submitted documentation; and

5.14.3 Cancel the Affiliate Payments attributed to the Affiliate due to illegal, prohibited or fraudulent activities.

5.15 Each party shall remain responsible for accounting to the fiscal and/or revenue authorities for all taxes, national insurance contributions and other liabilities and other charges and dues for which that party is or may be liable, and that party shall keep the other party indemnified in respect of any claim or demand made by such authorities against the other party in respect of the services performed in terms of this Agreement.

6. Sub-Affiliates

6.1. Tortuga partners do not offer "Sub-affiliation" deals. You can always contact a member of our affiliation team via partner@peakgamble.com if you wish to offer such service.

7. IPR

7.1 All IPR in the Tracking Links belongs solely to Tortuga Affiliates and all IPR in any third-party materials shall belong to the third-party owner thereof, such as the Companies. The Affiliate agrees to comply with intellectual property laws and not infringe any IPR.

7.2 Nothing in this Agreement is intended to transfer any title, right or interest in such IPR to the Affiliate. Upon termination of this Agreement for any reason, any and all rights in and to any of the IPR that may have been granted to or procured for the Affiliate under this Agreement shall terminate automatically.

7.3 Nothing in this Agreement purports to grant a licence, provide any warranty or offer any indemnity in respect of any data that is not owned by Tortuga Affiliates or a Group Company. In the event that you require access to any such data, you agree that you will give Tortuga Affiliates an opportunity to secure rights to the same and (if it becomes necessary to do so) you will pay the costs of securing a licence to the same from the relevant third-party data owner or either party may terminate this Agreement immediately.

7.4 The Affiliate understands and agrees not to purchase or register/bid 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 Property Sites. Tortuga Affiliates will, when available, provide lists of such keywords, nevertheless the Affiliate is solely responsible to carry its activities diligently. Moreover, in cases of pay-per-click advertising ("PPC") the Affiliate shall not include meta tag keywords in PPC promotions which are identical or similar to any trademarks or trade names of the Property Sites or their operated brands. The Affiliate shall not include the brand name or any word similar to the name/domain name of the Property Sites or any other websites or applications owned and/or operated by the Companies or any brand that the Affiliate is promoting through Tortuga Affiliates.

7.5 Each party shall immediately notify the other party if any claim or demand is made, or action brought against it for any infringement or alleged infringement of any IPR which may affect the supply or use of the Tracking Links.

7.6 In relation to any claim (including threats) or dispute, demand, action, impairment, infringement or alleged infringement of any IPR, brought to the Customer's attention, particularly if any such action may affect the supply or use of the Tracking Links, the Customer shall:

7.6.1 Upon becoming aware, immediately notify Tortuga Affiliates of such a claim (including threats), dispute, infringement or impairment, etc.;

7.6.2 Assist Tortuga Affiliates and/or the Company in taking such steps as Tortuga Affiliates may reasonably request to protect such IPR;

7.6.3 Allow Tortuga Affiliates to conduct all negotiations and proceeding to settle the IPR's claim;

7.6.4 Provide Tortuga Affiliates with reasonable assistance regarding the IPR's claim;

7.6.5 Not, without prior consultation with Tortuga Affiliates:

7.6.5.1 Take any step against any alleged infringer unless and until requested to do so in writing by Tortuga Affiliates;

7.6.5.2 Make any admission in relation to the IPR's claim or attempt to settle it.

7.7 This Clause 7 shall survive the expiration or earlier termination of this Agreement.

8. Security

8.1 You acknowledge that the security of Tortuga Affiliates' data and its systems is fundamental to the business of Tortuga Affiliates and its Group Companies, and if you become aware of a breach or potential breach of security relating to the Tracking Links and/or the Affiliate Program Site, you will immediately notify Tortuga Affiliates of such breach or potential breach and use your best endeavors to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

8.2 You warrant that you will at all times comply with the provisions of Data Protection Laws (including the Data Protection Act (Cap 440 of the Laws of Curacao) and the Privacy and Electronic Communications (EC Directive) Regulations 2003) as updated and amended from time to time and any equivalent legislation in any jurisdiction which is applicable to the Property Site, Internet Site and your activities.

9. Confidentiality

9.1 During the term of this Agreement and after termination or expiration thereof, each party shall not use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow Good Industry Practice to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that:

9.1.1 has come into the public domain other than by breach of this Agreement, or any other duty of confidence;

9.1.2 is obtained from a third party without breach of this clause or any other duty of confidence;

9.1.3 has been disclosed to a party by a third party, other than a company within its group of companies not in breach of any duty of confidence;

9.1.4 is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or

9.1.5 is in the possession of the party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.

9.2 Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its group of companies to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this

Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.

9.3 On termination of this Agreement, each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavors to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licenses condition applicable to that party or any company in its group or companies.

9.4 The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by both parties. You will indemnify and hold harmless Tortuga Affiliates and its Group Companies from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Tortuga Affiliates in consequence of any breach by you of your obligations under this Agreement.

10. Liability and Indemnity

10.1 Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of Tortuga Affiliates and its Group Companies (including any liability for the acts and omissions of its employees, agents and sub-contractors) to you whether in contract, tort, statute, equity or otherwise:

10.1.1 you acknowledge and agree that (except as expressly provided in this Agreement) the Tracking Links, Affiliate Program Site and all Tortuga Affiliates and its Group Companies products are provided "AS IS" without warranties of any kind (whether express or implied). Tortuga Affiliates will not be liable for any interruptions or errors and any consequences thereof;

10.1.2 all conditions, warranties, terms and undertakings (whether express or implied), statutory or otherwise relating to the delivery, performance, quality, accuracy, uninterrupted use, fitness for purpose, occurrence or reliability of the Tracking Links or the Affiliate Program Site are hereby excluded; and

10.1.3 neither Tortuga Affiliates nor its Group Companies will be liable to you for any losses relating to your use of the Tracking Links or the Affiliate Program Site or any breach of this Agreement by Tortuga Affiliates including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Tortuga Affiliates or its Group Companies had been advised of the possibility of you incurring such loss.

10.2 You shall defend, indemnify, and hold Tortuga Affiliates and its Group Companies harmless from and against any and all liabilities, losses, damages, and costs, including reasonable legal fees, resulting from, arising out of, or in any way connected with:

10.2.1 any breach by yourself of any warranty, representation, or provision contained in this Agreement;

10.2.2 the performance of your duties and obligations under this Agreement;

10.2.3 your negligence and/or willful misconduct;

10.2.4 any damages caused directly or indirectly by Your negligent or intentional acts or omissions, or the unauthorized use of the Tracking Links or Tortuga Affiliate's IPR;

10.2.5 all claims, damages, and expenses (including and not limited to, legal fees) relating to the development, operation, maintenance, and contents of the Internet Site; or

10.2.6 any proceedings, penalties or sanctions imposed by the relevant authorities as well as any costs and expenses of legal representation, legal and judicial fees incurred in relation to, arising out of or resulting from any breach or non-compliance, non-performance of this Agreement or any part thereof, or non-compliance with the applicable law.

10.3 Your liability, whether under contract, tort or otherwise (including any liability for negligent act or omission), shall not be in any manner excluded or limited and shall include, without limitation, also any liability for any indirect and consequential damages incurred by Tortuga Affiliates or its Group Companies including loss of profits, revenue, business, contracts, anticipated savings. Provided that you shall also be liable for breaches of this Agreement by your Sub-Affiliate/s or any sub-contractors or third parties you engage.

10.4 No exclusion or limitation set out in this Agreement shall apply in the case of:

10.4.1 fraud or fraudulent misrepresentation;

10.4.2 death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors; and/or

10.5 The time limit within which you must commence proceedings against Tortuga Affiliates to recover on any claim shall be 6 months from the date you become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

11. Force Majeure

11.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (including events of force majeure), and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 15 Business Days, the party not affected may terminate this Agreement immediately by giving notice to other party.

11.2 For purposes of this Agreement, force majeure (and events of force majeure) shall refer to a circumstance not within a party's reasonable control and shall include, but shall not be limited to:

11.2.1 acts of God, earthquakes, floods and other natural disasters;

11.2.2 the collapse of buildings, fire, explosion, accident;

11.2.3 acts of war and terrorism, threat of or preparation for war, civil commotion or riots, armed conflict, the imposition of sanctions, embargo, or breaking off of diplomatic relations;

11.2.4 nuclear, chemical or biological contamination or sonic boom;

11.2.5 epidemic or pandemic illness;

11.2.6 any law or any action taken by a government or public authority;

11.2.7 interruption or failure of utility service, labor disputes;

11.2.8 or other causes beyond the reasonable control of a party, except that lack of funds to make timely payment hereunder shall not be force majeure.

12. Term and Termination

12.1 This Agreement shall commence on the Commencement Date and, subject to this Clause 12, shall continue until either party serves 30 days' advance written notice of an intention to terminate. For the purposes of notification of termination, either party shall notify the other in writing, and notification via email will be considered as a written form of notification and the Agreement shall terminate accordingly.

12.1.1 Upon receipt of the notice of termination, the Affiliate has 7 days to remove any materials and Tracking Links from its Internet Site.

12.1.2 Upon receipt of the termination notice, the Affiliate revokes its right to any improved deal and offers. The Affiliate and Tortuga For all Revenue Share Deals a standard Revenue Share of 20% applies for 180 days after receiving the receipt of the termination notice;

12.1.2.2. For all CPA deals there will be a period of 30 days 'grace' period after receiving the termination notice by either party, at which point the Affiliate shall no longer benefit from the Affiliate Payments or any other payments under this Agreement.

12.2 Tortuga Affiliates may terminate this Agreement immediately in the event that:

12.2.1 the Affiliate breaches any of the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied within 5 Business Days of receipt of a notice from Tortuga specifying the breach and requiring its remedy;

12.2.2 the Affiliate suspends, or threatens to suspend, payment of its debts and/or is unable to pay its debts as they fall due, begins negotiations for or makes any voluntary arrangement with its creditors, becomes subject to an administration order, has an administrative receiver or receivers appointed in respect of the whole or any part of its assets, goes into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);

12.2.3 the Affiliate is made the subject of a bankruptcy petition or order;

12.2.4 the Affiliate ceases or threatens to cease carrying on its business;

12.2.5 the Affiliate shows no activity nor acquisitions for 180 days;

12.2.6 the Affiliate, in Tortuga Affiliates' opinion, is in breach of the terms of any applicable advertising code of practice including any voluntary codes Tortuga Affiliates has agreed to abide by;

12.2.7 Tortuga Affiliates ceases to accept Customers from or to advertise in any jurisdiction which is targeted by the Internet Site or the relevant Property Sites; or

12.3 Clauses 12.2.2 and 12.2.3 will apply if any event occurs, or proceeding is taken, with respect to the Affiliate in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

12.4 Except as set out in Clause 12.6 below, termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

12.5 On termination of this Agreement all licenses granted to the Affiliate pursuant to this Agreement will immediately terminate.

12.6 If this Agreement is terminated by Tortuga Affiliates under Clause 12.2 or yourself under Clause

12.2 (except when you terminate this Agreement following a material variation to the terms of this Agreement as provided herein) you will not be entitled to receive any further payments pursuant to Clauses 5 and 6 following the date of termination.

12.7 If You have committed a breach of this Agreement, you shall not be entitled to any unpaid Affiliate Payment generated after the breach occurred, irrespective of whether this Agreement has been terminated or otherwise, until such breach is remedied.

12.8 Clause 10 together with any other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will survive termination of this Agreement for whatever reason. For the avoidance of doubt, termination will not exculpate you from any liability arising from any breach of this Agreement, that occurred prior to termination and shall not affect or limit Tortuga Affiliates' rights in any manner whatsoever.

13. Assignment

13.1 You will not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of Tortuga Affiliates.

13.2 Tortuga Affiliates may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to you.

14. Entire Agreement

14.1 This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and the parties confirm that they have not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

15. Independent Parties

15.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:

15.1.1 the parties as a partnership, association, joint venture or other co-operative entity; or

15.1.2 any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

16. Waiver and Remedies

16.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.

16.2 No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

16.3 You acknowledge, that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy.

16.4 Nothing contained in this Agreement shall limit or affect any of Tortuga Affiliates' rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that the enforcement of Tortuga Affiliates' rights and obligations shall not be limited in any way.

17. Notices and Communications

17.1 Notices and communications from Tortuga Affiliates will be made by e-mail to the address provided by you on your Application to join the Affiliate Program.

17.2 You should send all notices and communications to the following email address

partners@peakgamble.com or such other e-mail address as notified to you via the Affiliate Program Site from time to time.

17.3 Notices and communications will be deemed received 4 hours after being sent provided that if such notice would then be deemed to have been received outside the hours of 09:00 to 18:00 (CET time) it will be deemed to have been received at 09:00 on the next Business Day.

18. Third Parties

18.1 Except for any Group Company and Tortuga Affiliates, no third party may enforce any rights granted to it under this Agreement.

19. General

19.1 The Customer shall, upon request from the Tortuga Affiliates, do and execute, or procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

19.2 All clauses in this Agreement shall be considered as separate and severable from each other. If any clause is deemed or announced as void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain in full force and effect.

20. Governing Law and Jurisdiction

20.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with Curacao law and the parties hereby irrevocably submit to the jurisdiction of the courts of Curacao.

20.2 The Affiliate is required to take into consideration any governing law which may be in force within the Companies' and Customers' jurisdiction as well as any requirements imposed by the relevant supervisory and regulatory authorities.

21. Privacy and Data Protection

21.1 Tortuga Affiliates complies with the applicable Data Protection Laws. Any information and data provided by the Affiliate are solely for internal use only and the data collected shall not be shared with any third parties (outside of its Group Companies) or for marketing purposes. We collect the following data: First name, Last name, Email, Confirm email, Date of birth, Phone number, Address, City, Post code, State, Country, Language, Preferred IM ("Instant Messaging"), IM account, Referred by, Affiliate/Company Name, Channel. The data collected is available on request in accordance with Data Protection Laws.

21.2 You agree and acknowledge that by entering into this Agreement you are compliant with Data Protection Laws. Tortuga Affiliates has the right to request from you any proof necessary to demonstrate your compliance with Data Protection Laws at any time throughout the duration of this Agreement.

21.3 You agree not to collect data without legal basis to do so and any processing of personal data, if any, shall be carried out in accordance with Data Protection Laws. To this end, you shall only process data to the extent and in such a manner as is necessary to provide services under this Agreement and shall not use the personal data for any other purpose. You agree that you have taken all technical and organizational measures against unauthorized or unlawful processing of personal data. The Affiliate shall inform Tortuga Affiliates without any delay if any unauthorized or unlawful processing of personal data took place.

21.4 Any breaches of applicable Data Protection Laws may result in the termination of your Affiliate account and loss of Affiliate Payment. Any suspicious activities or fraudulent work can be reported to the respective authorities, without prior notice.

21.5 The Affiliate understands and agrees to be bound by our Privacy Policy, which forms an integral part of this Agreement, and any policies issued by the Companies. The Affiliate shall also implement a Privacy Policy pertaining to its operations.

22. Miscellaneous

22.1 You agree and acknowledge that the following Countries are specifically forbidden to target and/or take players from: Dutch Caribbean (Curacao, Bonaire, Aruba, Statia, St Maarten, Saba), Netherlands, France, USA, UK.