

# Terms & Conditions For Operators

The terms and conditions set out below (“**T&Cs**”), together with any IO (as defined under Clause 14) and the terms in the attached (i) Appendix A if Catena’ services are provided in Italy to an Italian licensed operator and (ii) Appendix B if Catena’ services are provided in Germany to a German licensed operator, which form part of and are incorporated by reference herein, sets forth the agreement (all terms referred to as the “**Agreement**”) between the Operator (as identified in the relevant IO) and Catena Operations Ltd, a company incorporated in Malta, with registration number C62481 (“**Catena**”), governing the provision of Catena’ services covered under a specific IO.

Catena and the Operator are hereinafter jointly also referred to as the “**Parties**” and each individually as a “**Party**”.

## Background:

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- A. The Operator Group (whether via the Operator or one of its Group Companies) is the owner and/or operator of one or several online B2C gambling websites (or equivalent applications for mobile devices) which may be supplemented with additional websites/applications from time to time.
- B. Catena and its Group Companies are the owners and/or operators of certain affiliate websites which specialise in marketing and sending persons to other online B2C gambling websites (or equivalent applications for mobile devices).
- C. The Operator wishes the Catena Group to promote the Operator Group' services and drive persons to the Website(s), and Catena agrees to (and procure the Catena Group to) do so on and subject to the terms set out herein and as specified in the IO.

## Agreed Provisions:

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### 1. Definitions and Interpretation

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- 1.1. For the purpose of the T&Cs the following capitalised words and expressions have the following meanings:

“**Account**” means an account identified by a unique user name, that Catena, directly or indirectly, holds with the Operator from time to time;

“**Affiliate Link**” means the link provided to Catena by the Operator (or via the affiliate system), which enables the Operator Group to identify Catena as an affiliate of the Operator Group or enables the Operator Group to identify a visitor to any of the Website(s) as having been directed there from a Catena Controlled Source;

**“Bonus Code”** means any code established by the Operator Group and/or Catena to assist them in recognising a visitor to any of the Website(s) as having been directed there by Catena from a Catena Controlled Source and as having special privileges with the Operator Group;

**“Catena Controlled Source”** means any source from which Catena or a member of the Catena Group generates visitors to the Website(s), including websites, email marketing, offline campaigns, paid search, banner display advertising, SEO, organic social, paid social and native advertising;

**“Catena Group”** means Catena and its Group Companies (or any of them as the context requires);

**“Confidential Information”** means any and all confidential and/or proprietary information of the other Party (or any of its Group Companies), whether communicated orally or in writing, including information concerning the other Party's inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, financial information, strategic business plans, other technical, business, and operational information and the terms and conditions of any IO;

**“Cookies”** means that mechanism used by the Operator Group to store and retrieve information about, and identify, a visitor to the Website(s);

**“Effective Termination Date”** as defined in Clause 4.3;

**“Fees”** means the fees payable by the Operator to Catena hereunder as calculated in accordance with the relevant IO and the provisions of Clause 4, including any set-up fee, fixed fee, cost per acquisition (“CPA”), Revenue Share (as defined below) and/ or break fee as the case may be;

**“Gross Revenue”** means the value of the revenues generated by all Referred Players and Qualified Players across all Website(s), where in relation to:

- (i) sportsbook or casino, the Gross Revenue would be equal to all bets less wins; and
- (ii) poker, the Gross Revenue would be the amount that is charged on each qualified pot in cash ring games and/or the fees charged to Referred Players or Qualified Players to compete in poker tournaments.

**“Group Company”** means, in relation to either Party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that Party (and for the purposes of these T&Cs, **“holding company”** and **“subsidiary”** shall be as defined in the Maltese Companies Act 2006);

**“Qualified Period”** means the period of time, irrespective of the termination of these T&Cs, during which a Referred Player keeps a deposit with a member of the Operator Group or is a registered user of, or otherwise active on, the Website(s);

**“Intellectual Property Rights”** means all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including all: patents, registered trade marks, service marks, copyright, designs and any and all applications for registration of any of the same wheresoever made; unregistered trade marks, service marks, designs, design right and copyright; databases, know-how, trade secrets and Confidential Information howsoever arising; computer software; and any right or interest in any of the foregoing;

**“Marketing Materials”** means any marketing or creative materials that have been provided or otherwise made available to one Party (and/or its Group Companies) by the other (and/or its Group Companies) in connection with Catena' services to the Operator and/or these T&Cs from time to time;

**“Marks”** means each Party and its Group Companies' respective brands, logos, devices, trademarks, domain names, service names and/or trade names;

**“Net Revenue”** means, calculated on a monthly basis, the Gross Revenue less (i) gaming taxes and betting duties, and (ii) bonus pay-outs (but excluding bonuses retracted). For the avoidance of doubt,

not any jackpot contribution, other taxes or any other costs or expenses of whatsoever nature will be deducted from the Net Revenue;

**“Operator Group”** means the Operator and its Group Companies (or any of them as the context requires);

**“Player Account”** means a uniquely identifiable account or profile that enables a Referred Player, or a prospective Referred Player, to participate in any of the services offered via the Website(s) from time to time;

**“Qualified Player”** means a Referred Player who after opening a Player Account makes a first deposit of money into the account of a member of the Operator Group;

**“Referred Player”** means a person who (i) has been introduced or referred to the Website(s) via any of the Catena Controlled Sources; (ii) that has not previously held a Player Account; and (iii) registers with any member of the Operator Group by either:

- using an Affiliate Link or Bonus Code;
- using a Cookie provided by Catena; and/or
- registering through a landing page or page on the Website(s) as it may appear from time for which a URL link is provided to Catena,

and whether or not such Referred Player is or becomes a Qualified Player;

**“Revenue Share”** means the fixed percentage of the Net Revenue or Gross Revenue generated by a Qualified Player and which is payable on a monthly basis by the Operator to Catena in accordance with the terms of the T&Cs and the relevant IO.

**“Term”** as defined in Clause 9.1;

**“Tracker”** means any method used by the Operator Group to positively identify a person as having been introduced or referred to a Website by, or otherwise tracked to, Catena whether or not such person is or becomes a Qualified Player; and

**“Website(s)”** means the website (or equivalent applications for mobile devices) which may be supplemented with additional websites/applications from time to time owned or operated by the Operator Group, as specifically contemplated in the IO.

- 1.2. In these T&Cs any references, express or implied, to statutes or provisions are references to those statutes or provisions as amended or re-enacted from time to time. References to **Clauses** are to clauses in these T&Cs. The terms **include** and **including** shall be construed as illustrative, without limiting the sense or scope of the words preceding them. A reference to **in writing** or **written** includes faxes and email. References to a **person** include natural persons, companies, partnerships and any other organisations (whether or not in each case having separate legal personality). The singular includes the plural and vice versa.

## 2. Other Terms

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- 2.1 These T&Cs (and, where applicable, the attached appendices A and B), as may be amended from time to time in accordance with this Clause 2.2, are a binding agreement and regulate the relationship between the Parties. The Parties acknowledge and agree hereby that the terms and conditions set out in the Agreement constitute the entire agreement between the Parties and that any and all conflicting or contradictory terms, conditions, negotiations, statements and agreements in any form whatsoever (including, but not limited to, any affiliate programme terms, terms and conditions for affiliate services or similar terms made available by the Operator Group on an URL link, click-wrap or browse-wrap agreements, electronic service agreements contained in a scroll box (whether or not with a click box or sign up and/or accept button) and any other act, usage, or custom of any nature whatsoever) between the Parties will not be deemed to amend or modify the Agreement. It is expressly agreed between the Parties that the Agreement supersedes and extinguishes the terms of

all and any contracts, in any form whatsoever, entered into between Catena and the Operator, and the terms included in any such contracts, Operator's policy, affiliate programme, etc. will not (i) apply to any of the services performed by Catena, nor (ii) in any way modify, revise, supplement, or otherwise affect the terms and conditions of the Agreement.

- 2.2 By entering into an IO the Operator agrees to be bound by the most recent version of the T&Cs (and, where applicable, the attached appendices A and B), which may be amended by Catena from time to time by making updated versions available on <https://www.catenamedia.com/> under the "terms and conditions" section. The Operator is responsible to ensure that it is familiar with the most recent version of the T&Cs and that it checks the T&Cs regularly. The continuation of any IO after the publication of any updated version of these T&Cs shall constitute the Operator's express acceptance to be bound by such updated T&Cs. In the event the Operator does not agree with the updated T&Cs, the Agreement may be terminated by the Operator in accordance with the provisions set out under Clause 9 of the T&Cs.

### 3. **Rights and Obligations of the Parties**

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- 3.1 Throughout the Term, Catena may refer or introduce persons (or procure the referral or introduction of persons) to the Website(s), in consideration for which the Operator shall pay Catena the Fees.
- 3.2 Throughout the Term and for an indefinite period thereafter the Operator shall (and shall procure that the Operator Group shall) track any person introduced or referred to a Website by Catena whether or not such person becomes a Referred Player and, further, undertakes to use all reasonable endeavours to ensure that, at all material times, any persons who should be tracked pursuant to the Agreement is and remains properly tracked on all Website(s).
- 3.3 The Operator is not permitted to remove any Referred Player from a Tracker or to otherwise alter or in any way change the Tracker assigned to any given person without Catena's prior written consent (not to be unreasonably withheld or delayed).
- 3.4 The Operator will not (and shall procure that no members of the Operator Group will) interfere with Referred Players in any way that lowers the Fees due to Catena or otherwise take any steps to artificially depress the Fees due to Catena.
- 3.5 If any person introduced or referred to a Website is moved, transferred, required to create a new player account with or via, or otherwise migrated to any alternative website or equivalent mobile application ("**Alternative Website**"), irrespective of whether such Alternative Website is, in whole or in part, beneficially owned and/or operated by the Operator Group, the Operator hereby undertakes that it shall procure that those persons are and remain adequately tracked, to Catena's sole satisfaction, on the Alternative Website and the Operator shall continue to pay, or procure payment of, the Fees in respect of any such persons in full as would otherwise have been payable by the Operator to Catena had no migration event or similar occurred.
- 3.6 If the Operator receives a warning or a notification from any governmental body in relation to non-compliance, the Operator shall immediately notify Catena of such warning or notification.

### 4. **Fees and Payment**

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- 4.1 In consideration for Catena referring (or procuring the referral of) persons to the Website(s), the Operator shall pay Catena the Fees in accordance with the terms of the relevant IO and these T&Cs.
- 4.2 The Operator agrees that it shall not at any time vary the calculation of the Fees as set out in the relevant IO without the written consent of Catena.
- 4.3 The Operator agrees that, notwithstanding any termination of Catena's services (the date of any such termination taking effect being the "**Effective Termination Date**"), the Fees payable to Catena:
- (a) in respect of all Qualified Players referred by Catena before the Effective Termination Date; and

(b) in respect of all Referred Players who are referred by Catena before the Effective Termination Date and then become Qualified Players after the Effective Termination Date, shall in each case be payable throughout the Qualified Period if there is an applicable profit share deal between the Parties.

- 4.4 Catena may elect (at its absolute discretion) by notice in writing to the Operator not to receive any Fees in connection with Referred Players registered as resident in certain countries and/or regions within countries. In the event of the provision of such notice to the Operator, the Operator undertakes to comply with its terms.
- 4.5 The Operator shall pay Catena in satisfaction of any invoice it receives from Catena within thirty (30) days of the date of that invoice ("**Due Date**").
- 4.6 The Operator shall make all payments to Catena in full via bank wire transfer to the bank account designated by Catena from time to time by an authorized representative of Catena. All amounts stated in the relevant IO or these T&Cs are exclusive of Value Added Tax (VAT) (which shall be payable if appropriate following receipt of a valid VAT invoice) and any other tax, duty, levy or similar charge which may from time to time be imposed. All payments shall be free and clear of any set off or other deduction unless expressly agreed hereunder.
- 4.7 The acceptance by Catena of a part payment of any sums required to be paid under the Agreement shall not constitute a waiver or release of the right of Catena to payment in full of such sums.
- 4.8 All Accounts shall be treated separate, and no negative carry-over shall apply.
- 4.9 Without prejudice to any other action permitted by applicable law, if the Operator fails to pay any sums owed to Catena by the Due Date, Catena shall be entitled to charge interest on the overdue amount at the rate of 4 per cent over the then current interest rate as established by the European Central Bank, which shall be charged from the day following the date on which the outstanding amount(s) fell due for payment up to the date of actual payment.

## 5. Reporting and Audit

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- 5.1 Catena shall, throughout the Term and for an indefinite period thereafter, as/if applicable, have the right to request from the Operator (and the Operator shall promptly upon such request deliver to Catena) a report or reports in such format and frequency as Catena may reasonably request, which shall contain all information necessary to enable Catena to verify the accuracy of the payments received from the Operator under the Agreement, including the following information as it relates to the relevant period:
- (a) user identification / account name of each Referred Player and Qualified Player received by the Operator during the relevant period, including Tracker identification and date of registration;
  - (b) the Catena Controlled Source that referred the Qualified Player to the Operator;
  - (c) the date the relevant referral was made; and
  - (d) details of amounts deposited and revenue per player, broken down by individual products/offerings.
- 5.2 No more than twice in any calendar year, Catena may appoint an independent accountant to examine and audit the books and records kept by the Operator Group to verify compliance of the Operator with its payment obligations hereunder. The Operator shall be entitled to anonymise such player personal data as may be necessary in order to comply with its privacy obligations.
- 5.3 If the independent accountant determines that any amount paid pursuant to the Agreement should be adjusted, the Parties acknowledge and agree that such determination shall be final and binding between them and the Operator will make the adjustment payment within five (5) business days of such determination. In addition to such adjustment payment, the Operator shall pay to Catena

interest on the adjustment amount, from the Due Date up to the date of actual payment, at the rate of 4 % over the then current interest rate as established by the European Central Bank.

- 5.4 Any inspection or audit in accordance with this Clause 5 shall be at Catena's expense unless the inspection reveals a discrepancy in excess of 3 % of sums due in which case the Operator shall reimburse Catena for the costs of any such audit.

## 6. Warranties

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- 6.1 Each Party represents and warrants to the other that:
- (a) it is duly authorised to sign and execute any IO and accepting these T&Cs;
  - (b) it acts as agent for itself and all of its Group Companies and that it has the requisite rights, powers and authority to do so;
  - (c) it has and will retain throughout the Term all right, title and authority to enter into any IO and accept these T&Cs, to grant to the other Party the rights and licences granted in these T&Cs and to perform all of its obligations under any IO and these T&Cs; and
  - (d) it has obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable it to fulfil its obligations under any IO and these T&Cs and that it fully complies with all applicable laws and regulations.
- 6.2 Each Party agrees to (i) perform any further act/s and execute and deliver any further document(s) which may be reasonably required to carry out the provisions of any IO and/or these T&Cs; and (ii) at all times act in good faith so as to preserve for the other Party the benefits intended under any IO and these T&Cs.

## 7. Liability

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- 7.1 To the maximum extent set out by applicable law, Catena's aggregate liability in respect of any damage, loss, cost, claim or expense (including, without limitation, legal and other professional fees and disbursements) ("**Loss**") caused or contributed to by Catena, its Group Companies and/or its or their respective personnel shall not exceed the amount of Fees paid by the Operator to Catena in respect of the relevant IO in the six months period preceding the event giving rise to the Loss, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.
- 7.2 Catena shall not be liable to the Operator or any other person for any indirect, special, incidental or consequential Loss, or for any loss or depletion of profits, business or goodwill or similar loss, howsoever arising, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, whether or not the likelihood of such loss was contemplated.

## 8. Intellectual Property Rights

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- 8.1 The Operator hereby grants to Catena (for itself and each member of the Catena Group and their respective personnel and independent contractors) for the Term a non-exclusive, irrevocable licence to use the Operator Marks and Marketing Materials for the purpose of fulfilling its obligations under the Agreement.
- 8.2 The Operator represents and warrants that the use by Catena and its Group Companies of the Operator's Marks and Marketing Materials as permitted hereunder shall not infringe any intellectual property and/or other rights of any third party.
- 8.3 Catena (or the relevant member of the Catena Group) is and shall remain the owner of all Intellectual Property Rights in any Marketing Materials which it creates or provides to the Operator (or any of its

Group Companies), except only to the extent that such Marketing Materials contain the Operator's Marks or Marketing Materials.

## 9. Term and Termination

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- 9.1 These T&Cs (and, where applicable, the attached appendices A and B) shall apply to any IO entered into between the Parties from the Effective Date, and shall continue indefinitely and in full force until such time as it is terminated in accordance with the provisions set out herein (the "**Term**").
- 9.2 The Agreement may be terminated by either Party at any time, by providing two (2) weeks' written notice to the other Party in accordance with the notice requirements set out in Clause 10.
- 9.3 Each Party shall be entitled to immediately terminate the Agreement with immediate effect by written notice:
- (a) if the other Party is in material breach of any term, condition or provision of the Agreement and does not remedy such breach within seven (7) days of being required by written notice to do so;
  - (b) if the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or ceases to or threatens to cease to carry on its business or a substantial part of its business;
  - (c) if the Operator does not hold any necessary gambling licence for any of the Website(s);
  - (d) if the other Party fails to pay any invoice within thirty (30) days of the relevant Due Date; or
  - (e) if the other Party becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or is any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (other than for solvent reconstruction or amalgamation) or compulsory, or if the receiver or administrator is appointed over its assets.
- 9.4 These T&Cs shall continue to apply notwithstanding any termination of an IO.
- 9.5 Termination of these T&Cs and/or the relevant IO shall be without prejudice to the Operator's obligation to (a) make payment to Catena of any amounts accrued up to the date of such termination; or (b) to pay the Fees throughout the Qualified Period as specified in Clause 4.3.
- 9.6 Catena will have the right to terminate the Agreement immediately upon written notice to the Operator in the event it reasonably determines upon consultation with its counsel that: (i) any changes in the law, government regulation, or other governmental acts, make it impossible, illegal, or otherwise materially affect Catena's ability to continue providing the services and/or engaging in the Agreement; (ii) the Operator or any of its officers, directors, employees, agents, designees, or representatives is or might be engaged in, or about to be engaged in, any activity, or is or has been involved in, any relationship which does or could jeopardise Catena's businesses or licenses that it holds or will be obtaining; (iii) the existence of the Agreement jeopardises or may jeopardise Catena's businesses or licenses; or (iv) any of Catena's licenses are threatened to be, or are denied, curtailed, suspended, or revoked as a result of Catena's relationship with the Operator under the Agreement. In addition, Catena shall have the right to terminate the Agreement immediately upon written notice to the Operator in the event the Operator fails to comply with or meet any requirements as listed in Clauses 3.6 and/or 6.
- 9.7 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after the termination of the Agreement, shall remain in full force and effect.
- 9.8 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 10. Notices

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10.1 All notices or other communications required or permitted by the Agreement will be in writing and will be sufficiently given if delivered as follows:

If to Catena:

To the email address the Operator regularly uses to contact Catena, or such other as indicated by the Operator.

If to the Operator:

To the email address Catena regularly uses to contact the Operator, or such other as indicated by Catena.

10.2 Any such emailed notices or communications will be deemed to have been effective upon the date of sending the email.

10.3 Any email address set forth or referred to in this Clause may be changed by written notice of such change provided as contemplated in this Clause.

## 11. Confidentiality

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11.1 Each Party undertakes that it will not at any time disclose or permit the disclosure of any Confidential Information, except:

(a) to the extent strictly required by applicable law or stock exchange rules or by any competent authority but in that case, to the extent permitted by applicable law and/or stock exchange rules, only after consultation with the other Party about the timing and content of such disclosure;

(b) to its professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose; and

(c) to the extent that such Confidential Information is or comes into in the public domain other than as a result of the breach of the Agreement.

11.2 The provisions of this Clause 11 shall survive the termination of these T&Cs, howsoever occurring.

## 12. Applicable Law and Jurisdiction

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12.1 The Agreement shall be governed by and construed in accordance with the laws of Malta.

12.2 In the event of any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, interpretation, termination, or validity thereof, the Parties agree to refer such dispute, controversy or claim to arbitration. The arbitration shall take place under the Rules of Arbitration as established under the Malta Arbitration Act (Cap 387 of the Laws of Malta), as in force at the time the dispute is referred to it. The place of arbitration shall be in Malta. There shall be one arbitrator jointly appointed by both Parties or in default of agreement on the arbitrator there shall be three arbitrators appointed in accordance with the said Rules. The arbitration shall be held according to the laws of Malta both insofar as matters of procedure as well as in relation to substantive matters. The language to be used in the arbitral proceedings shall be the English language. The Parties agree that the award of the arbitrators shall be the sole and exclusive remedy between them regarding any claims, counterclaims or other issues arising out of the Agreement, and the award shall be final and binding.

## 13. Data Protection

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13.1 The Parties acknowledge that during the performance of the Agreement they may process personal data relating to the other Party's employees, consultants or other individuals that work for such a Party or its affiliates, their customers or contacts at customers, suppliers and other commercial



partners. The Parties must keep personal data confidential and not use or disclose it other than as necessary and appropriate for the proper performance of the Agreement or to pursue a legitimate interest.

13.2 The Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”), together with any applicable local data protection laws, as applicable from time to time, apply to the processing of both Parties’ personal data in connection with the Agreement.

13.3 Catena’s privacy policy can be found here: <https://www.catenamedia.com/privacy-and-cookie-policy>

13.4 The Parties acknowledge and agree to enter into a data processing agreement if a Party reasonably deems this suitable in relation to the performance of its obligations under the relevant IO or these T&Cs.

#### **14. Insertion Orders**

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The Parties may from time to time agree on insertion orders which set out the commercial terms agreed between them (each an “IO”). All IOs agreed between Catena and the Operator shall be governed by these T&Cs, if not otherwise specified. In case of any discrepancies between these T&Cs and the IO, the later shall prevail.

#### **15. Miscellaneous**

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15.1 The Operator shall remain the sole Party responsible for the content of the Website(s) and for the conduct of its (and the Operator Group's) business in general. Catena acts purely as an intermediary in the acquisition of persons as customers of the Website(s). The Parties are independent contractors. No partnership or joint venture is intended to be created by the Agreement, nor any principal-agent or employer-employee relationship. Neither Party has, nor shall attempt to assert, the authority to make commitments for or to bind the other Party in any manner whatsoever.

15.2 No consent by a Party to, nor waiver of, a breach by the other, whether express or implied, shall constitute a consent to or waiver of or excuse for any other different or subsequent breach, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused, unless a written notice has been given to that effect.

15.3 The Agreement may only be relied on by the Parties to them (namely the Operator and Catena) and no other person will have any right to enforce any of their terms or provisions.

15.4 The Agreement shall be binding upon the Parties and each of their respective successors and permitted assigns and transferees.

15.5 Neither Party to the Agreement shall be entitled, without the prior written consent of the other, to assign, novate or otherwise transfer all or any of its rights or obligations under these T&Cs or the IO. Notwithstanding the foregoing, Catena may assign any of its duties and/or obligations to any company within the Catena Group and may use independent contractors to assist with Catena’ services to the Operator.

15.6 A Party shall not be liable for any failure to perform its obligations under the Agreement if that failure is beyond the reasonable control of that Party including as a direct result of force majeure.

15.7 If a provision of the Agreement is held by any court, tribunal or administrative body of competent jurisdiction to be invalid, illegal, not binding, or unenforceable (either in whole or in part), the other provisions of this Agreement will remain in full force and effect. The invalid, illegal, not binding or unenforceable provision (or part provision) will be deemed to apply with the minimum changes necessary, taking in to account the substance and purpose of the Agreement, for such provision to

be valid, legal, binding and enforceable and to achieve the intended economic effect of the original provision (or part provision) to the fullest extent possible.

## Appendix A – Italy

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Set out below are specific provisions which apply to all services in Italy to an Italian licensed operator. Unless defined herein, capitalised words in this Appendix A shall have the meanings set out in the T&Cs.

1. The Parties acknowledge and agree that:
  - (A) a gambling advertising ban is provided for by art. 9 of the Italian Law Decree 12 July 2018, no. 87, converted with amendments by Law 9 August 2018, no. 96, as interpreted by the Guidelines issued by the Authority for Guarantees in Communications (“**AgCom**”) pursuant to resolution no. 132/19/CONS of 18 April 2019 (collectively, and together with Italian law, the “**Italian Legislative Framework**”);
  - (B) by entering into the Agreement they intend to comply with all relevant provisions of the Italian Legislative Framework and aim at the performance of activities that do not fall under the aforementioned advertising ban. In particular, the Operator will provide Catena with all content required for Catena to carry out its informative and odds comparison services with a view for users to compare the products and services offered by the Operator with those of other remote gaming operators licensed in Italy;
  - (C) the Operator will be solely responsible for the content (including any odds, links, displayed language or images) provided by itself or on its behalf to Catena and must ensure that it is at all times compliant with Italian Legislative Framework, and no liability can be ascribed to Catena in connection therewith, in derogation of any warranty or undertaking of Catena for the content of the relevant Catena Controlled Sources;
  - (D) any breaches of the above sections 1(B) and 1(C) will be deemed to be a material breach and give Catena the right to terminate the Agreement with immediate effect and without notice.
2. If a fine or sanction is imposed by the AgCom on a Party for a breach of the Italian Legislative Framework in relation to the services provided by Catena hereunder, then such a Party will pay the relevant fine or sanction and any expenses or costs incurred or suffered by it in connection therewith and will have no recourse against the other Party.
3. Any reference in the T&Cs, express or implied, to marketing, advertising, promotion activity, campaigns, etc. should be read and construed as a reference to the aforementioned activities in section 1(B) above. In accordance with Clause 15.7 of the T&Cs each of such references will be deemed to apply with the minimum changes necessary, taking in to account the substance and purpose of the Agreement, for such provision to be valid, legal, binding and enforceable and to achieve the intended economic effect of the original provision (or part provision) to the fullest extent possible. The interpretation of the Agreement may change as a result of any amendments to the Italian Legislative Framework to ensure its compliance thereto at all times during the Term.
4. Where an IO is entered into between Catena Media Italia S.r.l. and an operator incorporated in Italy, the Agreement will be governed by and construed in accordance with Italian laws and the Parties agree to submit any dispute, controversy or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) or the breach, interpretation, termination or validity thereof to the exclusive jurisdiction of the courts in Milan, Italy.

## Appendix B – Germany

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Set out below are specific provisions which apply to all services in Germany provided to a German licensed operator. Unless defined herein, capitalised words in this Appendix B shall have the meanings set out in the T&Cs.

1. The Parties shall exclusively agree on permissible remuneration models in which e.g. Catena receives from the Operator a previously agreed fixed amount per customer to whom an advertisement is displayed, who clicks on the advertisement or who registers with the Operator after clicking on the advertisement;
2. In accordance with the GlüStV, the Parties shall exclusively agree on the following possible remuneration models:
  - (A) Flat / fixed fees advertising exposure (e.g. banners);
  - (B) CPL (for each Referred Player);
  - (C) CPA (provided that there is no minimum amount of the deposit); and
  - (D) CPA and success fees relating to achieving delivery/activity of an agreed number of players who (i) registers an account and/or (ii) makes a deposit (provided that there is no minimum amount of the deposit).

Last modified 30 June 2021 (the “**Effective Date**”)

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