

**STANDARD CONDITIONS OF SUBSCRIPTION
TO THE AFFILIATION PROGRAM OF BEAFFILIATES.FR
3rd APRIL 2017**

Between:

EQUINOX LIMITED, a private limited company, registered under the laws of Gibraltar, with company number 103831, whose registered office is at Suite 2 B Mansion House, 143 Main Street, Gibraltar,

hereinafter referred to as "**EQUINOX**"

and:

The person or corporate entity specified in the application form to be completed on the website of Equinox - www.beaffiliates.fr,

hereinafter referred to as the "**Affiliate**"

Each of the above parties may be referred to as a "**Party**", and together as the "**Parties**".

Article 1. Definitions

Site means the following website www.betclic.fr.

Platform means the platform Be Affiliates which can be accessed at www.beaffiliates.fr.

Active Player means a player which has made a minimum of one gaming action involving real money (1 sports bet / 1 horse racing bet / 1 poker game / 1 tournament or Sit & Go) on the Site.

Affiliated Site means the website(s) edited by the Affiliate and under the responsibility of the Affiliate, in particular in respect of its/their contents and its/their compliance with all applicable laws and regulations that may be in force from time to time. The Affiliate will provide the name(s) of the Affiliated Site(s) in the application form (Cf. Article 2).

Advertising Materials means all the advertising materials in respect of the Site, including banners, html mailer, editorial columns, images, logos, graphic designs and links supplied to the Affiliate by Equinox via the Platform.

Commission Fees means the sum payable to the Affiliate in accordance with the terms and conditions set out in Article 8 below or set-out in the Additional Conditions.

Group means the company Betclic Everest Group SAS and all of its subsidiaries. The company Betclic Everest Group S.A.S is a French company with limited liability, incorporated in Paris under number 501 420 939 and with headquarter at 5 rue François 1^{er}, 75008 Paris.

New Customer means a person who does not have any account on the Site, who opens an account on the Site by using the Advertising Materials on the Affiliated Site(s) and who makes an initial deposit of real money of at least 10 Euros on this site.

Equinox shall at its sole discretion decide whether or not to accept the application of any person to the Site (or whether or not to close their accounts), particularly in order to ensure its compliance with French legislation in respect of online gaming websites and bets, including Law n° 476-2010 of 12 May 2010 and any related legal texts and/or in order to comply with all internal procedures, including procedures in respect of fraud.

Article 2. Purpose

2.1. The purpose of this Agreement is to allow the Affiliate to promote the Site on a non-exclusive basis.

Accordingly, the Affiliate will direct New Customers to the Site by using the Advertising Materials supplied by Equinox in consideration of the payment of a commission.

2.2. To that end, the Advertising Materials supplied to the Affiliate will be identified by Equinox (*tracking*) as having been supplied to the Affiliate. This tracking system will allow Equinox to identify New Customers of the Site redirected from Affiliated Sites and therefore pay the Commission Fees to the Affiliate, provided that the Affiliate complies with the provisions of this Agreement.

Article 3. Affiliation process to BEAFFILIATES.FR

Any person or corporate entity wishing to become an Affiliate shall follow the below process:

a) He/She/it will need to go on www.beaffiliates.fr and complete an application form which will include the following information:

- The url of the Affiliated Site
- Personal information (login, name, first name, company name, SIRET number (French business identification number) etc.)
- The commission plan chosen
- Banking details

b) At the end of the application form, such a person will need to read and accept these **Standard Conditions of Subscription to the Affiliation Program BeAffiliates.FR (hereinafter referred to as the "Standard Conditions of Affiliation")**

c) Within 3 business days following the application, Equinox will send an e-mail informing whether or not the application was successful.

The criteria based on which Equinox will accept applications include the following conditions: the Affiliated Site **(i)** must comply with all applicable laws and regulations in force from time to time in France **(ii)** must not be a website which main viewers are under 18 **(iii)** must not advertise offers of illegal games (for example the online casino) or offers proposing easy methods to gain money.

d) The Affiliate whose affiliation request is approved by Equinox will be attributed an account (hereinafter referred to as an "**Affiliation Account**") which will allow the Affiliate to connect to the Platform in order to download the Advertising Materials.

e) Equinox may agree Additional Conditions with the Affiliate. Once negotiated and agreed between the Parties, these conditions shall be sent to the Affiliate by e-mail with a delivery confirmation.

The application form, the Standard Conditions of Affiliation and the current and updated Additional Conditions shall constitute the only contractual obligations between the Parties and shall be referred to hereinafter as the "**Agreement**".

Article 4. General obligations of the Affiliate

4.1. Unless otherwise specifically agreed between the Parties, the Affiliate shall only be entitled to open one Affiliation Account.

The Affiliate undertakes to promote the Site by creating and maintaining links from its Affiliated Site to the Site. The Affiliate may only create such links by using the Advertising Materials. All other advertising which has not been previously approved by EQUINOX is strictly prohibited.

The Affiliate shall use the most recent Advertising Materials as updated from time to time by Equinox on the Platform.

The Affiliate shall not make any changes to these Advertising Materials.

The Affiliate undertakes to use such Advertising Materials only on the Affiliated Site which has been approved by Equinox.

4.2. All promotion on the social networks media which associate Betclik trademark must be previously submitted to Equinox and expressly validated by Equinox.

4.3. The Affiliate shall not promote any third party site on its Affiliated Site which would be in competition with the Site.

4.4. The Affiliate shall not, either directly or indirectly (i) create New Customers accounts on the Site, for its own personal use or that of its partners, relatives or any third parties; (ii) directly or indirectly make deposits into such accounts to play on the Site, particularly for the purpose of increasing its Commission Fees.

Any suspected fraud and/or fraudulent act of the Affiliate, whether carried out directly or indirectly, shall entitle Equinox to:

- delay or withheld the payment of the Commission Fees on the relevant New Customer accounts;
- delete the relevant New Customer accounts;
- terminate this Agreement by way of a notice served by registered post with acknowledgement of receipt with immediate effect without prejudice to the rights of Equinox to take legal action.

4.5. The Affiliate shall not submit an application form on behalf of any third party. The opening of an Affiliation Account is made *intuitu personae* and therefore such an account cannot be assigned or transferred.

4.6. The affiliate shall not promote the Site through a site-under. No new player may be considered as recruited and recorded through this way. If the affiliate adopt such practices, Equinox reserves the right to terminate the Agreement within seven (7) days from sending a termination letter by way of a registered post with acknowledgement of receipt.

Article 5. Affiliate's obligation to refer New Customers

In order to receive Commission Fees pursuant to Article 9 of this Agreement or pursuant to the Additional Conditions agreed by Equinox, the Affiliate expressly undertakes to recruit a minimum of five (5) New Customers as new Active Players over any consecutive three (3) months period starting on the date of the e-mail from Equinox notifying the Affiliate of the success of its application (cf. Article 1).

Should the Affiliate not meet this of minimum Active Players requirement for each consecutive three (3) months period, Equinox reserves the right to terminate this Agreement within seven (7) business days from sending a letter by registered post with acknowledgement of receipt.

Article 6. Domain name, contents and maintenance of Affiliated Site

6.1. If the Affiliate decides to change the object, content, domain name or layout of the Affiliated Site, it shall serve prior written notice to Equinox of this at least one month prior to any intended change by way of an e-mail to affiliate@beaffiliates.fr.

Depending on the changes made to the Affiliated Site, Equinox may terminate this Agreement within thirty (30) days from receiving the Affiliate's notice, if as a result of such changes, the Affiliated Site does not comply with the criteria required by Equinox for becoming an Affiliate, particularly the criteria set-out in Article 3 above.

6.2. It is specified that the Affiliate agrees that it is solely responsible for the development, operation and maintenance of the Affiliated Site and for all materials appearing on the Affiliated Site.

The Affiliate shall not post any unsuitable or illegal materials on the Affiliated Site, including, without restriction, materials whose contents are or could be construed as:

- displaying violence, pornography or violating human rights, human dignity, equality between sexes or the protection of children and adolescents;
- encouraging or promoting illegal activities;
- promoting violence, consumption of illegal substances, suicide, discrimination or racism;
- libel and rumours;
- a violation of privacy;
- encouraging harassment;
- having an insulting, hateful, libellous, defamatory, racist, anti-Semitic or xenophobic nature;
- violating intellectual property rights in any way, particularly copyright, trademarks, related rights, trademarks, personality rights and property rights or which violate a manufacturing secret;
 - involving sending unsolicited e-mails or spam;
 - violating the provisions of French Law n° 476-2010 dated 12 May 2010 and any related texts.

Any breach by the Affiliate with the above provisions may lead Equinox to take action involving the:

- suspension or non-payment of any Commission Fees due to the Affiliate;
- immediate termination of this Agreement by registered post with acknowledgment of receipt, without prejudice the right to bring any legal action.

The Affiliate is solely responsible for the Affiliated Site and the Affiliate therefore indemnifies Equinox, its Group and any subsidiary of the Group against any claims, legal actions and other actions that may be initiated against Equinox, its Group and any Group subsidiary as a result of a breach of this Article by the Affiliate. The Affiliate shall be liable for all the costs and expenses (including legal costs) incurred by Equinox, its Group and any Group subsidiary and shall indemnify them from any claim, proceedings, direct or indirect damages incurred by Equinox, its Site, its Group and the companies that belong to it.

Article 7. Intellectual property rights

7.1. Any and all intellectual property rights subsisting in the Advertising Materials, trademarks, logos and domain names of Equinox or of its Group are, and remain, the sole property of Equinox, of its Group or of the companies belonging to its Group.

7.2. Equinox grants the Affiliate a non-exclusive licence to use the Advertising Materials, the trademark and logo "betclik" during the term of this Agreement and for the sole purpose of allowing the Affiliate to fulfil its obligations under this Agreement.

This licence may not be sub-licensed, assigned or otherwise transferred by the Affiliate .

The Affiliate shall not take any action that may prejudice these intellectual property rights. The Affiliate undertakes to immediately notify Equinox if it becomes aware of the misuse of the Advertising Materials, trademarks or logos of Equinox, of its Group or of any subsidiaries in its Group by any third party.

7.3. The Affiliate shall refrain from registering or applying to register in any country and the Affiliate shall not permit, procure or encourage any other person to register or to use any domain name identical or similar to any of the domain names used or registered by Equinox or its Group and any subsidiaries thereof, including "Betcllc", "Betclick", "or any other name that could be understood to designate the Betcllc Everest Group.

In the event that the Affiliate wishes to use a domain name that is not currently used or owned by Equinox, of its Group or of the companies belonging to the Group, the Affiliate will notify Equinox of this in order that Equinox may take all reasonable steps to register this name and, if this registration is successful, to grant a licence to the Affiliate to use this domain name for the duration of this Agreement.

The Affiliate acknowledges that the registration of domain names in violation of the trademarks belonging to competitors of Equinox, their Group or companies belonging to the Group is also illegal.

The Affiliate acknowledges and accepts that the awarding of damages would not be an adequate remedy to repair any breach of this Article and undertakes to do whatever is necessary in order to assign to Equinox (its Group and any companies belonging to it) all the rights linked to the registered domain names in breach of this Article and to promptly perform all the actions necessary to proceed with the transfer of these names at its own costs.

No Commission Fees will be payable to the Affiliate in respect of any Active Players generated through any domain names registered in breach of this Article.

7.4. In particular, the Affiliate shall not register or apply to register any keywords or search terms that are identical or similar to any of the Betcllc or BeAffiliates trademarks or which include variations of these terms or which attach the words "game", "sport", "bet" or "poker" to these terms, or which are identical or similar to any trademarks belonging to any Group companies.

Article 8. Commission plan

At the time of its application, the Affiliate shall choose between one of the following two commission plans:

8.1. CPA ("Cost by Acquisition"), based on the "New Players" registered over 1 calendar month:

	1- 10	11 – 20	21+
Poker	30€	35€	40€
Sport	30€	35€	40€
Horse Racing	30€	35€	40€

Or

8.2. Net Revenue, based on the "Active Players"

35% of the Net Income.

The basis of the "**Net Revenue**" is defined as follows:

(a) Sports. All gross bets made by Active Players after deducting (i) winnings; (ii) betting duties, taxes or other statutory deductions; (iii) charges levied by electronic payment or credit card organisations; (iv) fraud; (v) returned stakes ; (vi) cancelled bets and (vii) bonus offered to players; (viii) administration fees.

(b) Horse Racing. All gross stakes made by Active Players after deducting (i) betting duties, taxes or other statutory deductions; (ii) charges levied by electronic payment or credit card organisations; (iii) fraud; (iv) returned stakes ; (v) cancelled bets and (vi) bonus offered to players; (vii) administration fees.

(c) Poker. The gross rake, tournament fees and stakes placed on any poker game less (i) duties or taxes or other statutory deductions or payment to licencing authorities; (ii) paid bonuses; (iii) charges levied by electronic payment or credit card organisations; (iv) administration fees.

Article 9. Payment of Commission Fees

9.1. Subject to the Affiliate complying with the provisions of this Agreement, Equinox shall pay monthly commission fees to the Affiliate in accordance with the commission plan selected by the Affiliate and approved by Equinox, with it being specified that this if this payment is for an amount of less than 100 Euros, the Parties agree that Equinox may carry this amount forward to any following calendar month.

9.2. All Commission Fees will be due and payable in Euros.

9.3. Commission Fees will be paid no later than thirty (30) days from the end of each month either by (i) bank transfer, or (ii) transfer to a nominated bank account, or (iii) by credit to an e-wallet (i.e. Neteller or Skrill).

Equinox will make payments by bank transfer free of charge, however, the Affiliate may incur some charges from its own bank on these types of transactions.

9.4. Equinox will use the data available on the Platform as the basis for calculating Commission Fees.

9.5. In case of a Commission Fee based on a “Net Revenue”, if the “Net Revenue” is negative during one or many months, it will be passed on the calculation of the Commission Fee payable by Equinox when the “Net Revenue” will be positive again.

9.6. The affiliate undertakes to request a payout of all earned commissions within twelve (12) months. After this deadline, the affiliate won't have the right to require any payment.

Article 10. Term and Termination

10.1. The term of this Agreement will begin when the request of the Affiliate to become an affiliate is approved and will continue unless and until either party notifies the other in writing that it wishes to terminate this Agreement.

In such a case, this Agreement will be terminated ninety (90) days after receipt of this notice of termination, which shall be made by way of registered post with acknowledgement of receipt.

This Agreement may be terminated for any reason whatsoever.

All Commission Fees which accrued prior to the date of termination shall become due and payable and shall be paid within ninety (90) days from the end of the month during which the termination was effected.

10.2. If any Party does not comply with any of its obligations under this Agreement, the other Party will be entitled to terminate this Agreement immediately if (i) it has served a notice by way of a registered post with acknowledgement of receipt in which it officially requests the defaulting Party to remedy the breach and (ii) the defaulting Party has not remedied this breach within seven (7) days from the date of receiving the notice. Such a termination shall be without prejudice to damages that may be otherwise recovered.

10.3. In case of fraud, Equinox reserves the right to terminate the agreement without any notice. In such case, Equinox may not pay the fraudulent commission, to deduct it, or to ask their repayment to the affiliate.

10.4. In the event that the approvals granted by the ARJEL¹ to the company which is the Site publisher and which belonging to the same Group as Equinox were subject to a temporary or final withdrawal, Equinox shall be entitled to terminate this Agreement immediately by way of a registered post with acknowledgement of receipt and the Affiliate shall not be entitled to any compensation or damages.

10.5. Consequences of termination:

In the event of termination, the Affiliate shall, within five (5) days of this termination, remove all the Advertising Materials from the Affiliated Site and disable all links from the Affiliated Site to the Site.

Any termination of the Agreement results in the end of the commission plan chosen. None commission, whether based on “cost by acquisition” or on “net revenue” can be payable after the end of the Agreement.

Article 11. Confidentiality

11.1. The Affiliate undertakes to at all times comply with a strict obligation of confidentiality in respect of the business of Equinox and the other companies belonging to its Group and in respect of all and any type of information, whether in tangible or intangible form, which might be made available to it during the performance of this Agreement.

11.2. The Affiliate shall ensure that any person instructed by it to act, either directly or indirectly in respect of all or any part of this Agreement, shall similarly comply with these obligations.

Article 12. Data protection

Each Party undertakes to comply with all applicable laws and regulations in force, particularly including data protection legislation². The Affiliate particularly undertakes to put in place and/or maintain a confidentiality policy in compliance with these laws and regulations. This confidentiality policy shall set-out clear, complete and precise information in respect of the collection and transfer of personal data, as well as its objectives.

Article 13. Liability

13.1. Each Party shall be liable in accordance with applicable laws in the event of any direct loss or damage caused by the other Party.

13.2. The Affiliate shall indemnify Equinox against all losses and damages indirectly caused to Equinox and/or its Group, particularly including, loss of revenue, loss of clients and losses result of any breach from the Affiliate of its obligations under this Agreement.

Article 14. Amendments and variations to the Standard Conditions of Affiliation

The Affiliate agrees that Equinox may vary or amend the Standard Conditions of Affiliation at any time.

Any updated version of such conditions will be displayed by way of pop-ups at the time when the Affiliate connects to its Affiliated Account. If the Affiliate does not agree to incorporate a new version of the Standard Conditions of Affiliation to terms of this Agreement, it shall notify Equinox and it shall cease to use the affiliation services provided by Equinox from the date on which the new version takes effect.

¹ French authority of control for online games

² This is a reference to the French Law of 6 January 1978 called *loi n°78-17 relative à l'informatique, aux fichiers et aux libertés* which is a Data Protection Act.

Article 15. Miscellaneous

15.1. Each provision of this Agreement is separate so that if any provision is or becomes invalid or unenforceable under any law of any jurisdiction, neither the validity nor the enforceability of the remaining provisions of this Agreement will in any way be affected or impaired.

15.2. Any failure by a Party to enforce or exercise any right or remedy under this Agreement in respect of a breach, whether or not it is continuing, of a provision by the other Party, shall not be construed as a waiver.

15.3. Any communication to be made under or in connection with this Agreement shall be made in writing. Any document or notice made or delivered under or in connection with this Agreement will only be effective if made by registered post with acknowledgement of receipt to the Affiliate at the address it indicated in the application form and at the following address for Equinox, Equinox c/o Betclic Everest Group 5 rue François 1^{er}, 75008 Paris, France.

15.4. No Party may, without the prior written consent of the other, assign any of its rights or transfer any of its rights or obligations under this Agreement. Notwithstanding the above, Equinox may, with prior written notice to the Affiliate, assign its rights under this Agreement to any Group company.

Article 16. Relationship between parties – economic independence

16.1 Nothing in this Agreement may be interpreted as creating any joint venture, agency, franchise, sales representation or employment relationship between the Parties.

16.2. The Parties are independent legal entities acting in their own name and under their sole liability.

16.3. Each Party agrees not to act in the name or on behalf of the other Party, and no Party may substitute the other except as strictly required to perform its obligations under this Agreement.

16.4. The Parties are completely independents from each other and therefore each Party makes its own decisions in respect of its management. In particular, the Affiliate shall ensure a sufficient diversification of its other business partners during the term of this Agreement.

The Affiliate shall not in any case be entitled to file any complaint against Equinox on the basis that Equinox has let any state of economic dependence arise pursuant to their contractual obligations.

Article 17. Applicable law and jurisdiction

This Agreement shall be governed by and construed in accordance with French law.

Each party submits to the jurisdiction of the French courts of Paris to settle any disputes connected with this Agreement.

Article 18. Host of BeAffiliates.FR

The company "Group NBT plc" situated at 3rd Floor Prospero House, 2414 Borough High Street, SE1 1GA, London, United Kingdom.