

## Details

**Commencement Date:** The date that Gogawi Partners advises the Affiliate in writing that it has accepted the Affiliate's application to join the Gogawi affiliation program submitted through the Gogawi Partners Website.

**Between:** Esports Technologies Inc., registered in Las Vegas at 112 North Curry Street, Carson City, NV, 89703.

Affiliate, whose details are those submitted on the 'Application' page of the Gogawi Partners website when the Affiliate applied to join the Gogawi affiliation program.

**Applicable Rate** The Applicable Rate for each Affiliate Client is the applicable "Commission Amount" set out on the "Commission Plans" section of the Gogawi Partners website at the time that the customer became an Affiliate Client in accordance with this Agreement. This particular Commission Amount applies to the Affiliate Client even if the commission amounts published on the Gogawi Partners website change after the time that the customer became an Affiliate Client. The Applicable Rate for a particular period may be increased by way of a promotional rate applicable to the Affiliate which is set out on the Gogawi Partners website or otherwise offered to the Affiliate, but this higher promotional rate will only apply for the particular period specified in the offer (not for the life of an Affiliate Client signed up during that period).

By clicking 'Apply Now' on the 'Application' page on the Gogawi Partners website, the Affiliate applies to join the Gogawi affiliation program on the terms set out in this Agreement.

Gogawi/Esports Technologies will evaluate the Affiliate's Application and notify them in writing of their acceptance. Gogawi may reject the Affiliate's Application if, at Gogawi's absolute discretion, it believes the Affiliate is not suitable for the Affiliate Program.

Any existing agreement between the Parties in respect of the subject matter of this Agreement is deemed to have been terminated by the Parties with effect immediately prior to the Commencement Date and, notwithstanding any provision in such agreements to the contrary, no further "commission" is payable by Gogawi under such agreements other than "commission" due as at the date of termination.

## 1 Definitions

In these Terms and Conditions, unless otherwise provided, the following terms have the following meanings:

| <b>Term</b>                          | <b>Meaning</b>  |
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| <b>Advertising Codes of Practice</b> | the principal gambling advertising codes made up of the code of broadcast advertising (BCAP code); the code of non-broadcast advertising, sales promotion and direct marketing (CAP code) and the Gambling Industry Code for Socially Responsible Advertising. This definition also applies to any other regulation similar to the one indicated in the previous sentence, depending on the jurisdiction concerned. |
| <b>Affiliate</b>                     | the individual or entity, who is not an Employee (or an Immediate Family Member of an Employee), who offers to introduce Affiliate Clients on these Terms and Conditions.   |
| <b>Affiliate Account</b>             | an account in the name of the Affiliate (or one of its Related Bodies Corporate or Representatives) which contains data relating to each Affiliate Client introduced by the Affiliate to Gogawi.  |
| <b>Affiliate Clients</b>             | new Clients who are introduced to Gogawi by the Affiliate via the Affiliate's website or through another agreed marketing medium (such as email) and who successfully open a Betting Account on the Gogawi Website for betting purposes and in line with the current Attribution Policy; but this does not include any person which is not able to be an Affiliate Client under clause 4.8(a).                      |
| <b>Agreement</b>                     | this agreement.   |
| <b>Applicable Law</b>                | all laws of any jurisdiction that are applicable to this Agreement, to either of the Parties hereto or to any activity of either of the Parties hereto, as amended and in force from time to time, and the rules, regulations, orders, licenses or permits issued there under, including, without limitation, any rules, regulations, orders, licenses and permits of any Competent Authority.                      |
| <b>Applicable Rate</b>               | has the meaning given in the Details section on page 1 of this Agreement  |

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| <b>Approved Affiliate Websites</b> | each of those websites entered in the "Website URL" section of the form submitted by the Affiliate when they applied to join the Gogawi affiliate program through the Gogawi Partners website and any other website(s) or marketing forum (including, but not limited to social media, SMS and email) as agreed by the Parties, in writing, from time to time.  |
| <b>Attribution Policy</b>          | Gogawi assigns customers to marketing channels (including Affiliates) on a last click basis. For clarity, a particular customer will be assigned to the marketing channel (or Affiliate) whose corresponding link the customer clicks on most recently, prior to registering an account with Gogawi, as long as the user registers within 30 days of clicking on the particular link. Marketing IDs (also known as Affiliate IDs) will last for 30 days, unless overwritten by another marketing tracker. Gogawi stores data regarding marketing IDs through using local storage tracking. Where promotion codes are manually entered by the customer, (used for Gogawi marketing channels, (including, but not limited to television, press and ad-hoc marketing campaigns)), marketing IDs associated with the promotion code will be assigned to the customer. If a valid promotion code is entered by the customer on sign-up, this would overwrite any existing marketing IDs. |
| <b>Betting Account</b>             | New Clients which become Affiliate Clients, the betting account that is registered to the Affiliate Client with Gogawi based on the current Attribution Policy.   |
| <b>Commencement Date</b>           | the date set out in the Details section on page 1 of this Agreement.  |
| <b>Commission</b>                  | is defined in clause 7.2.   |
| <b>Commission Period</b>           | each calendar month during the Term.  |
| <b>Competent Authority</b>         | any governmental, judicial or regulatory authority having jurisdiction over this Agreement, either of the Parties hereto or any activity of either of the Parties hereto.   |

**Confidential Information**

includes:(a) information relating to the personnel, policies or business strategies of either Party; and(b) information of or relating to the business, systems, operations, customers (including without limitation any person with whom the relevant Party has entered as part of any joint venture, strategic alliance or other business arrangement), properties, Gogawi customers (in the case of Gogawi), the Affiliate's customers (in the case of the Affiliate), the assets or affairs of a Party or its Related Bodies Corporate, which is or has been disclosed by a Party (or its representatives) to the other Party (or its representatives) or learned or acquired by the other Party (or its representatives) under or in connection with this Agreement (or any preceding agreement between the Parties), in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk), other than any such information which:i. (i) was in the public domain at the time of its disclosure or acquisition by a Party;ii. (ii) became part of the public domain after its disclosure or acquisition by a Party, otherwise than through a disclosure in breach of an obligation of confidence of a Party;iii. (iii) is or came lawfully into the possession of a Party wholly independently of and not related in any way to this Agreement and the transactions and activities contemplated by it otherwise than as a result of a disclosure in breach of an obligation of confidence; oriv. (iv) was independently known by a Party at the time of its disclosure to or acquisition by that Party.

**Data Protection Law**

means all applicable data protection law and regulations in any jurisdiction.

**Deductions**

is defined in clause 7.5.

**Electronic Message**

electronic communications including, but not limited to e-mail, SMS, blogs, cookies, Facebook messages or such similar internet or telephonic facilities.

**Employee**

any permanent, casual or contract employee or representative of Gogawi.

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| <b>Fraud</b>                   | an actual or attempted act by the Affiliate which, in Gogawi's reasonable opinion, is:1. (a) illegal, in any relevant jurisdiction;2. (b) made in bad faith;3. (c) a strategy which is designed to artificially increase the Commissions under this Agreement which is not in the spirit of the arrangement set out in this Agreement; or4. (d) intended to defraud Gogawi or any member of the Esports Technologies Inc or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes Gogawi, any member of the Esports Technologies Inc or the Gogawi Website any loss, damage or harm, and shall include, without limitation, collusion, abuse of bonuses or other promotions, violation of money-laundering or other laws and regulations, spamming, false, misleading or unauthorised advertising or representations, use of stolen credit cards or unauthorised use of any of Gogawi's, Esports Technologies Inc, or a third party's intellectual property rights, or bidding on, or attempting to register trademarks which would be in breach of this Agreement. |
| <b>Government Agency</b>       | 1. (a) any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity; and 2. (b) any person responsible for administering any relevant laws, licences or approvals.   |
| <b>Gross Turnover</b>          | is defined in clause 7.4.   |
| <b>Immediate Family Member</b> | includes:1. (a) the parents, siblings, first cousins, uncles and aunts of the relevant person;2. (b) any step-parent, step-sibling and first cousins of the step family of the relevant person;3. (c) any wife, husband, de-facto partner of the relevant person; and4. (d) any child (biological, foster, stepchild or de facto child) of the relevant person.   |

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| <b>Insolvency Event</b>           | in relation to a person (Relevant Entity) means: a. (a) an administrator, liquidator or provisional liquidator is appointed to the Relevant Entity or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the Relevant Entity;b. (b) an application or order is made for the winding up or dissolution of the Relevant Entity or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Relevant Entity;c. (c) a receiver, receiver and manager, trustee, statutory manager, other controller or similar officer is appointed over the assets or undertaking of the Relevant Entity, or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the Relevant Entity;d. (d) the Relevant Entity suspends payment of its debts generally or is unable to pay its debts as and when they fall due or is presumed to be insolvent under such Applicable Laws, or enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;e. (e) the Relevant Entity ceases, or threatens to cease, to carry on business; orf. (f) anything analogous to any of the events in (a) to (e) above occurs under the Laws of any applicable jurisdiction. |
| <b>Intellectual Property</b>      | patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, know-how and Confidential Information, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967 (as amended).   |
| <b>LCCP</b>                       | The licence conditions and codes of practice applicable to the Operating Licences  |
| <b>Minimum Amount</b>             | one hundred dollars (USD \$100.00)   |
| <b>Minor</b>                      | any person under the age of legal consent in the respective Geographical Location (for example but not limited to – 18 years of age in the United Kingdom or 19 years of age in Canada).   |
| <b>Commissionable Net Revenue</b> | is defined in clause 7.3.  |
| <b>New Client</b>                 | any potential customer who is not a Minor and who has never held a betting account with Gogawi.  |

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| <b>Operating Licence</b>                | the Gogawi remote operating licence issued by the Regulator authorizing remote casino and remote betting and any revisions thereto.  |
| <b>Party</b>                            | each of Gogawi and the Affiliate.  |
| <b>Personal Data</b>                    | You shall at all times comply with the General Data Protection Regulation (Regulation EU 2016/679) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other related or similar legislation, in the jurisdiction to which the relevant law applies. |
| <b>Regulator</b>                        | means a gambling regulator in the jurisdiction in which Gogawi is licensed.  |
| <b>Related Body Corporate</b>           | where a body corporate is:(a) a holding company of another body corporate; or(b) a subsidiary of another body corporate; or(c) a subsidiary of a holding company of another body corporate; the first-mentioned body and the other body are related to each other.                     |
| <b>Representative</b>                   | includes an employee, agent, officer, director, partner, consultant or joint venturer.   |
| <b>Gogawi Affiliate Program Website</b> | the website of the Gogawi affiliation program, currently <a href="http://www.gogawipartners.com">www.gogawipartners.com</a>  |
| <b>Gogawi Data</b>                      | means any information about Gogawi's customers (including Personal Data) provided by or on behalf of Gogawi.   |
| <b>Gogawi Website</b>                   | <a href="http://www.Gogawi.com">www.Gogawi.com</a>   |

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| <b>Supporting Documentation</b> | (a) for an individual, may include: a valid passport, valid driving licence, utility bill, letter of reference from the individual's bank, or bank statement; and(b) for a company, may include: a copy of the company's certificate of incorporation, articles of association, duly approved corporate resolution, a certificate of good standing, power of attorney, and information regarding the identity of the beneficial owner of the company and the identity of the directors of the company. |
| <b>Esports Technologies Inc</b> | 1. (a) Esports Technologies Inc. 2. (b) Esports Technologies Inc Related Bodies Corporate (including Gogawi); and(c) all bodies corporate, trusts, joint ventures or other business associations including alliances, in which Esports Technologies Inc or a Related Body Corporate of Esports Technologies Inc has a shareholding or participation interest of at least 30%.  |
| <b>Term</b>                     | 3. is defined in clause 3.   |
| <b>Termination Date</b>         | the date upon which this Agreement terminates in accordance with clause 11.  |
| <b>Terms and Conditions</b>     | the terms and conditions set out in this Agreement.  |
| <b>VAT</b>                      | means value added tax imposed in any member state of the European Union pursuant to the European Council Directive on the common system of value added tax (Directive 2006/112/EC) and national legislation implementing or supplemental to that Directive and any other sales or turnover tax of a similar nature imposed in any country that is not a member of the European Union.  |

## 2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) Headings are used for convenience only and do not affect interpretation;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing a gender include any gender;
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;



- (e) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (f) A reference to a clause, Party, annexure, exhibit or schedule is a reference to a clause of, and a Party, annexure, exhibit and schedule to, this agreement and a reference to this Agreement includes any annexure, exhibit and schedule;
- (g) A reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (h) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) A reference to a party to a document includes that party's successors and permitted assigns;
- (j) A reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (k) A reference to any asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
- (l) A reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (m) A reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (n) No provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision; and
- (o) Unless otherwise indicated, charges and fees in this Agreement are in US Dollars and "\$" shall refer to the lawful currency of the United States of America. (USD)

### **3 Term**

This Agreement commences on the Commencement Date and continues until the Termination Date (the Term).

### **4 Affiliate Obligations (General)**

4.1 The Affiliate will use its best endeavours to actively and effectively advertise, market and promote Gogawi and Gogawi services as widely as possible in a positively assertive manner

through its Approved Affiliate Websites to maximise the financial benefit to both the Affiliate and Gogawi.

4.2 The Affiliate is responsible for:

- (a) updating the Approved Affiliate Websites (both independently and on instruction from Gogawi), including graphics or text associated with the link with the Gogawi Website, as and when Gogawi periodically updates the Gogawi Website (including promotions);
- (b) the development, operation, and maintenance of the Approved Affiliate Websites; and
- (c) ensuring that all materials posted on the Approved Affiliate Websites are not libellous, unlawful, illegal, or in breach of any third party rights.

4.3 The Affiliate acknowledges that Gogawi is regulated by the Government of Curacao and other regulators. In performing its obligations under this Agreement, the Affiliate will, and will ensure that its personnel will, at all times comply with all obligations imposed on it by any Applicable Laws, regulations, the LCCP applicable to the Operating Licence, this Agreement and any rules and procedures set out in any compliance advices sent from Gogawi to it.

4.4 The Affiliate must:

- (a) act within the spirit of the Esports Technologies Inc and Gogawi Social Responsibility (as may amended from time to time) and in particular must not knowingly solicit or procure any Minors or persons known to be acting on behalf of Minors;
- (b) not undertake any activity which would constitute the provision of facilities for gambling under any jurisdictional gambling legislation;
- (c) within 24 hours of notification by Gogawi under clause 6.1(e) remove any self-excluded customer from its marketing database and cease all marketing communications to that individual;
- (d) not publish content that may depend upon consents or approvals of third parties, or the payment of a royalty or copyright fee for use of data or images, unless it has obtained such consents and/or approvals, and it has paid the relevant fees;
- (e) comply with the Privacy Statement of Gogawi as set out on the Gogawi Website from time to time;
- (f) ensure that content is not unlawful and/or that it will not expose any entity disseminating it to legal action. Affiliate marketing content must not contain or include text or images that may be reasonably considered to do any of the following but not limited to:

1. (1) be obscene or menacing;
2. (2) be racially provocative or blasphemous;
3. (3) be defamatory;

4. (4) have specific appeal to Minors or other categories of vulnerable persons;
5. (5) link participation to luck, fate or similar;
6. (6) create any superstitions or religious connection with participating in gambling;
7. (7) make any association with sexual prowess or similar;
8. (8) be unreasonably or unnecessarily provocative or offensive, either generally having regard to local practices, customs, religions or sensitivities;
9. (9) portray gambling as taking precedence over normal life;
10. (10) portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm;
11. (11) condone or encourage criminal or anti-social behaviour;
12. (12) not in compliance with any regulation relating to the activities of Gogawi in the jurisdiction to which the regulation applies.

(g) comply with any security guidelines and requirements as may be issued by Gogawi from time to time;

(h) give Gogawi and the Regulator, all reasonable cooperation and assistance necessary (at Gogawi's expense) to ensure that Gogawi is able to comply with its licensing and regulatory obligations;

(i) unless properly prohibited by contract or regulation, provide Gogawi and the Regulator with any information possessed by it or reasonably available to it that Gogawi may be requested to provide by the Regulator;

(j) as soon as reasonably practicable after becoming aware of any matter involving or relating to non-compliance with any laws and regulations or any matter which may prejudice the security or integrity of Gogawi's business, report such events to Gogawi;

(k) if it wishes to place links or any content associated with Gogawi on a website(s) other than an Approved Affiliate Website, first obtain Gogawi's written consent;

(l) for the purpose of Gogawi verifying the identity of the Affiliate or the Affiliate's relationship with any Affiliate Client or potential Affiliate Client, provide Gogawi with any Supporting Documentation that Gogawi requests, and the Affiliate acknowledges and agrees that Gogawi has the right to (1) delay payment of any amounts due under this Agreement if all necessary Supporting Documentation is not provided and

(m) make a search and/or register information about the Affiliate and (if applicable) the directors of the Affiliate with a licensed credit reference agency (information so registered will be used only to help make credit decisions and for fraud prevention); and

(n) provide Gogawi with the correct bank account details of the Affiliate, for payment by Gogawi of the Commission and any other amounts under this Agreement, and notify Gogawi of any change required to such bank account details from time to time.

4.5 This Agreement and any associated Commission is only applicable to Approved Affiliate Websites. Gogawi reserves the right to withhold any owed and outstanding Commission on marketing activity which falls outside of such Approved Affiliate Websites.

4.6 The Affiliate warrants that:

(a) they have all the requisite data protection licences or registrations in the relevant jurisdictions to collect and deal with Personal Data;

(b) they will obtain the necessary consents to enable Personal Data to be dealt with in accordance with this Agreement.

(c) at all times they shall comply with the provisions of the General Data Protection Regulation (Regulation EU 2016/679) The Privacy and the Electronic Communications (EC Directive) Regulations 2003 and any equivalent or replacement legislation in the jurisdiction in which the

Affiliate operates.

4.7 The Affiliate is not authorised or permitted by Gogawi to and must not at any time, including without limitation after expiry or termination (for whatever reason) of this Agreement:

(a) promote Gogawi in any manner anywhere other than in accordance with clauses 4.2(a) – 4.2(c);

(b) modify, vary or amend any marketing or other materials provided by Gogawi;

(c) serve any advertising including, but not limited to pop unders on websites that may infringe on any third party copyright or considered to be adult or pornographic in nature;

(d) attempt to acquire customers who have not “clicked through” an approved Affiliate link through any form of cookie stuffing or similar illegitimate activity;

(e) cloak its search link and redirect users to Gogawi’s Website;

(f) purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, trademarks or other Intellectual Property that comprises, incorporates or is similar to any brand of the Esports Technologies Inc, or otherwise any Esports Technologies Inc trade mark, domain name or other identifier or other Intellectual Property associated with the Esports Technologies Inc without Gogawi’s prior written consent, which may be given or withheld in Gogawi’s absolute discretion;

(g) purchase, acquire, licence register, seek to register, bid on or use any keywords, search terms or other identifiers for use in any search engine, portal, social network, blog, sponsored advertising service, advertising network, or other search or referral service and

which comprises, incorporates or is similar to any brand of the Esports Technologies Inc, or any Esports Technologies Inc trade mark, domain name or other identifier or

other Intellectual Property associated with the Esports Technologies Inc or any related body corporate including but not limited to the word "Gogawi", or misspellings and variations thereof (including typos or phonetics);

(h) include any metatag keywords on the Approved Affiliate Websites which comprises, incorporates or is similar to any brand of the Esports Technologies Inc or any Esports Technologies Inc trade mark, domain name or other identifier or other Intellectual Property associated with Esports Technologies Inc;

(i) have any URL or domain name containing any trademarks or other Intellectual Property of the Esports Technologies Inc for the intention of search engine optimisation;

(j) hold itself out as, represent itself as, or act as if it was Gogawi or any member of the Esports Technologies Inc on any social networking sites, forums or blog websites or otherwise or hold itself out as representing in any way Gogawi other than as explicitly set out in this Agreement;

(k) hold itself out or suggest in any way that it is employed by Gogawi or Esports Technologies Inc (but equally, must not mislead or deceive any Affiliate Clients in any way as to the existence of a commercial arrangement with Gogawi in respect of the Affiliate introducing Affiliate Clients to Gogawi);

(m) act in breach of rules relating to direct marketing and electronic communications or any similar regulatory or policy requirement, or through the use of Electronic Messages, including on any social networking sites, forums or blog websites, generate Affiliate Clients by internet or email traffic in a manner that is not in good faith, whether or not it actually causes Gogawi any loss or damage in terms of the Gogawi or Esports Technologies Inc brand, product services or in financial terms; or

(n) without the prior written consent of Gogawi, have any financial interest in any competitor, or likely competitor, of the Esports Technologies Inc

4.8 The Affiliate agrees that:

(a) unless agreed in writing by Gogawi, an Affiliate Client cannot be:

(1) the Affiliate;

(2) if relevant, a Related Body Corporate of the Affiliate;

(3) an Immediate Family Member or Representative of the Affiliate;

(4) a person who has set up a betting account on behalf of those mentioned in (1), (2) or (3) above; or

(5) a person who has set up a betting account which is not a genuine betting account with Gogawi, but is instead set up to artificially increase the Commissions under this Agreement or to meet the Minimum Referral Requirement;

(b) it will not in any way derive, or try to derive Commission from wagering activity in betting accounts established by those persons referred to in clause 4.8(a);

(c) an Affiliate Client will cease to be an Affiliate Client under this Agreement if:

(1) Gogawi, exercising its absolute discretion, terminates the Betting Account of the Affiliate Client, from the date of termination;

(2) The Affiliate Client closes (or asks Gogawi to close) its Betting Account, from the date of closure.

(d) the Affiliate and Immediate Family Members or Representatives of the Affiliate and if relevant, Related Body Corporates of the Affiliate, are not permitted to make any deposits, directly or indirectly, through any Betting Accounts for the Affiliate's own personal use or to increase the amounts (including Commissions) payable to the Affiliate under this Agreement;

and

(e) any transactions that are made in violation of clause 4.8 (d) will be deemed to be Fraud and Gogawi will be entitled to deduct all applicable deposits and associated Net Revenue relating to any such transactions from any amounts that may be payable to the Affiliate.

4.9. By accepting these Terms and Conditions, the Affiliate accepts the Affiliate Advertising Obligations – as indicated in Appendix 1 to these Terms and Conditions – and agrees to comply with the provisions of the Affiliate Advertising Obligations.

4.10 The Affiliate warrants and represents to Gogawi that it has not registered or applied to register and does not hold:

(a) any business name, domain name, company name, registered trade mark or trade mark application; or

(b) any keyword, metatag, search term, URL, domain or other identifier for use in any search engine, portal, sponsored advertising service, other search or referral service or for search engine optimisation, which comprises, includes or is similar to any Esports Technologies Inc mark, domain name or Esports Technologies Inc Intellectual Property or other identifier associated with the Esports Technologies Inc.

4.11 If the Affiliate has purchased, acquired, is using, licences, registered or applied to register any business name, domain name, company name, trade mark, keyword, search term or other identifier which comprises, includes or is similar to any Esports Technologies Inc trade mark, domain name or other identifier or other Intellectual Property associated with the Esports Technologies Inc, it:

(a) hereby assigns absolutely with full title guarantee all rights, title and interest it has in such Intellectual Property to the Esports Technologies Inc;

(b) must immediately change any such company name to a name not including any Esports Technologies Inc trade mark, domain name, other identifier or Intellectual Property associated with the Esports Technologies Inc;

(c) must cease using any such business name, domain name, company name, keyword, search term or trade mark;

(d) must take all steps to immediately transfer any related domain name licence, business name registration, trade mark registration or application to a member of the Esports Technologies Inc, including providing to Gogawi (or a nominee of Gogawi) the relevant authorisation code, domain password, user names, registry keys and any other information necessary for the administration of each such domain name; and

(e) must cooperate with Gogawi if there are any issues with record all of the transfer of any business name, domain name, trade mark registration or application and act promptly to address those issues and correct any errors on the relevant registers,

at the Affiliate's sole cost and expense.

4.12 If the Affiliate does not promptly carry out the steps described in clause 4.10, it hereby appoints Gogawi (or a nominee of Gogawi) as the agent of the Affiliate to take all steps necessary to transfer such domain name licence, business name registration, trade mark registration or application to Gogawi or its nominee, including executing all documents necessary to perfect the transfer to Gogawi or its nominee of such domain name licence, business name registration, trade mark registration or application and to change any relevant company name.

## **5 Affiliate Audit**

5.1 The Affiliate will:

(a) keep at its principal place of business, throughout the Term and for a period of one (1) year after the termination (for whatever reason) or expiry of this Agreement, books of accounts and records, together with supporting documentation of transactions, which relate to the performance and compliance with this Agreement (Records).

(b) procure that Gogawi or Gogawi's representative has, upon reasonable prior written notice during the Term and for one (1) year thereafter, but not more than once in every Year, and once following the end of the Term, reasonable access during normal business hours to the Affiliate's principal place of business to inspect and audit the Records (with the right to take excerpts and copies) for the sole purpose of ascertaining the compliance of the Affiliate with its respective obligations which relate to the performance and compliance with this Agreement, and subject at all times to the compliance of the Affiliate with Clause 9 (Confidential Information).

5.2 Gogawi will pay the Affiliate's reasonable expenses incurred in respect of compliance with the Affiliate's obligations under clause 5.1 (Audit), unless an audit identifies a material default by the Affiliate, in which case the Affiliate will reimburse Gogawi for all its reasonable costs incurred in the course of the audit.

## **6 Gogawi Obligations**

6.1 Gogawi will:

(a) provide full details of its products and services available to Affiliate Clients via the Gogawi Website;

(b) maintain the Gogawi Website with current product and services information,

(c) maintain a record of each Affiliate Client introduced by the Affiliate and each of the Affiliate Client's transactions;

(d) comply with all laws, regulations and its license conditions when creating accounts for Affiliate Clients;

(e) comply with Data Protection Law when disclosing information to the Affiliate.

6.2 Gogawi will supply the Affiliate with access to a series of marketing materials and tracking links that will associate Affiliate Clients with the Affiliate Account.

6.3 Gogawi will not be responsible or liable for any payment to any Affiliate Client or the Affiliate if:

(a) any New Client does not register for a Betting Account;

(b) any New Client fails to satisfy the Gogawi customer identification and verification requirements;

(c) Gogawi, exercising its absolute discretion, suspends or terminates the Betting Account of an Affiliate Client, other than for any payments of Commission that are due and payable up to and including the date of suspension or termination of the Betting Account; or

(d) an Affiliate Client closes their Betting Account (or Gogawi closes their Betting Account at their request), other than for payments of Commission that are due and payable up to and including the date of closure of the Betting Account.

## **7 Commission**

7.1 Gogawi will pay the Affiliate the Commission calculated in accordance with this clause 7.

7.2 The Commission for each Commission Period is calculated as:

Commission = Commissionable Net Revenue x Applicable Rate.

7.3 Net Revenue for each Commission Period is calculated as: Commissionable Net Revenue = Gross Turnover – Deductions. Commissionable Net Revenue that is received in currencies other than United States Dollars (\$) is converted in accordance with Gogawi exchange rate policy.



7.4 Gross Turnover for each Commission Period is calculated as the total turnover of all betting transactions relating to each Affiliate Client wagered through their respective Betting Accounts during the Commission Period.

7.5 Deductions are the total of the following in the relevant Commission Period for each Affiliate Client:

- (a) monies paid out to the Affiliate Client's Betting Account as winnings;
- (b) any returned stakes to the Affiliate Client's Betting Account;
- (c) any void bets placed by the Affiliate Client through their Betting Account;
- (d) monies paid in the form of betting duties or taxes (or reasonable provisions for each Betting Account transaction by the Affiliate Client);
- (e) Betting Account transactions which are reversed by instruction from the Affiliate Client's bank (commonly known as chargebacks);
- (f) any bet/deposit bonuses or any other incentives offered to the Affiliate Client in relation to their Betting Account;
- (g) any marketing costs and third party software costs directly incurred to maintain the loyalty of the Affiliate Client (or reasonable provisions in respect thereof);
- (h) any charge levied by electronic payment or credit card organisations;
- (i) any administration fees or product fees paid to sporting bodies payable for each transaction by the Affiliate Client on the Betting Account; and
- (j) any other deductions which are incurred by Gogawi and notified by Gogawi to the Affiliate.

7.6 The Applicable Rate to apply in calculation of the Commission is set out in the Details section on page 1.

7.7 Subject to clause 7.8, the Commission, in respect of each Commission Period, shall be paid by the 30th business day of the following calendar month, as long as the Affiliate's payment details are kept up to date; (the Affiliate must ensure that such details are correct no later than the last day of each calendar month).

7.8 If the Minimum Amount is not reached in respect of a Commission Period, no Commission will be paid in respect of that Commission Period and the Commission will be carried over into the next Commission Period, or subsequent Commission Periods, until such time as the Minimum Amount is reached.

7.9 Any negative earnings will be zeroed at the end of each Commission Period and will not be carried forward to the following Commission Period.

7.10 If, after Gogawi has made a payment of Commission:

(a) Gogawi has a Bad Debt attributable to an Affiliate Client in relation to which a Commission has been paid; or

(b) Gogawi has paid Commission in connection with fraud (including

Fraud), Gogawi has the right to recover as a set off against future Commissions (or as otherwise agreed between the Parties) the Commission paid in relation to that Bad Debt or in connection with that fraud.

7.11 Gogawi shall use its reasonable endeavours to make payments due to the Affiliate using the payment details provided to it. Gogawi will not be liable for payments made to an incorrect bank account due to the Affiliate providing Gogawi with incorrect bank account details. Any

amounts payable to the Affiliate which cannot be paid due to the Affiliate's failure to provide complete or accurate bank account details to Gogawi will result in the amount being carried forward until the next available monthly payment run.

7.12 Gogawi reserves the right to withhold any outstanding Commissions owed to the Affiliate, if they suspect that such an Approved Affiliate Website is generating fraudulent traffic.

7.13 Affiliate should notify Gogawi of any claimed error or dispute in relation to an invoice or payment within 3 months of the date of the relevant invoice or payment. Failure to do so will result in the Affiliate losing all rights to dispute any such invoice or payment thereafter.

7.14 In the event that an Affiliate has a player that has won more than \$25,000 (a "Big Winner") in a single month which causes the Affiliates overall earnings to be negative, Gogawi reserves the right to contact the Affiliate to provide them two options.\* The formula that Gogawi will use to determine if a player has won more than \$25,000 is Total Bets less Total Payouts less Bonuses from the first of the month until 11:59pm on the last day of the month. The following points outline the two options:

(a) Permanently remove the Big Winner from the Affiliates channel allowing the Affiliate to earn from the remaining player base.

(b) Keep the Big Winner in the channel with the understanding that the negative Net Win from the previous month must be recouped, before the Affiliate can begin earning from that Big Winner again.\* It's important to note that this is not a negative carry over adjustment because Affiliates will continue to earn the revenue from all players including the Big Winner.

The negative Net Win from Month 1 is only paid back to the House by the Big Winner and all subsequent positive Net Win from the rest of the Affiliates player base will not be touched.

Summary: This high roller policy IS retroactive to your player base if you are a current Gogawi affiliate. The term, as is, will not allow you to earn money for a player winning over \$25,000 until Gogawi has earned money from that player. This term will reduce your income based upon comparison to Gogawi's previous NO negative carryover policy. The amount of income you will lose will be equivalent to the amount of money the player has won multiplied

by your commission percentage. For example: If the player won exactly \$25,000 and your commission rate is 30%:  $\$25,000 * 30\% = \$7500$ .

## **8 Intellectual Property**

8.1 Gogawi is acknowledged to be the sole owner of all Intellectual Property in all matters, things or processes (including, but not limited to, hardware and software) supplied by Gogawi to the Affiliate in connection with this Agreement.

8.2 Gogawi will:

(a) at its own cost ensure that it has all necessary rights and licenses to all Intellectual Property subsisting in any logo, mark, design, device, matter, thing or process supplied to Affiliate to be used by the Affiliate at Gogawi's request or direction in promoting Gogawi to potential and actual Affiliate Clients under this Agreement; and

(b) indemnify the Affiliate against all losses, damages, liabilities, claims and expenses (including, but not limited to, court and legal costs on a solicitor and own client basis) whatsoever incurred by the Affiliate directly arising out of or in connection with any alleged breach by Gogawi of clause 8.2(a) or any claim, action or proceedings by a person (Third Party Claim) alleging that any Intellectual Property supplied to the Affiliate by or on behalf of Gogawi to promote Gogawi to potential or actual Affiliate Clients under this Agreement infringes the intellectual property of that third party.

8.3 If a Third Party Claim is made against the Affiliate:

(a) the Affiliate will notify Gogawi as soon as practicable; and

(b) Gogawi will, at its own cost, conduct the defence of the Third Party Claim but may not settle the Third Party Claim without the prior written consent of the Affiliate (which will not be unreasonably withheld, delayed or conditioned).

8.4 The Affiliate will indemnify Gogawi against all losses, damages, liabilities, claims and expenses (including, but not limited to, court and legal costs on a solicitor and own client basis) whatsoever incurred by Gogawi directly arising out of or in connection with the improper or unlicensed use of the Intellectual Property supplied by Gogawi to the Affiliate, including using such Intellectual Property not in accordance with the specific terms of this Agreement.

## **9 Confidential Information**

9.1 During the Term and after its expiry or termination (for whatever reason), the Affiliate shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than for the purpose of this Agreement.

9.2 On the expiry or termination of this Agreement, the Affiliate shall deliver to Gogawi all copies of any Confidential Information it has within its possession and/or under its control and destroy copies of all electronically held Confidential Information if requested by Gogawi to do so.

## **10 Indemnity**

10.1 The Affiliate will indemnify and forever hold Gogawi and the Esports Technologies Inc harmless from all actions, claims, liabilities, losses, damages, costs, and expenses, including legal costs, fines and penalties, arising from or in connection with any breach by the Affiliate of this Agreement.

10.2 (No Warranties). Gogawi does not warrant that its system, network, software or hardware (or that provided to Gogawi by third parties) will be error-free or uninterrupted.

## **11 Termination**

11.1 Gogawi may immediately terminate this Agreement by giving written notice to the Affiliate if the Affiliate breaches this Agreement and:

(a) the breach is material and not capable of being remedied; or

(b) the breach is material and the Affiliate fails to remedy the breach within 5 days of the earlier of being notified in writing, to the Affiliate's email address as supplied, of the breach by Gogawi and the Affiliate becoming aware of such breach.

11.2 A material breach may include without limitation that the Affiliate:

(a) breaches any Applicable Laws;

(b) breaches any Advertising Code of Practice;

(c) breaches the LCCP;

(d) sends marketing material to any self-excluded customer notified to the Affiliate under clause 6.1(e) more than 24 hours after notification;

(e) breaches its obligations in clause 4;

(f) commits a criminal offence;

(g) commits fraud (including a Fraud);

(h) uses any Gogawi or Esports Technologies Inc Intellectual Property improperly or without a licence;

(i) by its business or personal conduct brings the reputation of Gogawi or Esports Technologies Inc into disrepute;

(j) fails to comply or unreasonably delays in complying with any direction given by Gogawi relating to the performance of this Agreement;

(k) suspends its promotion of Gogawi across all Approved Affiliate Websites.

11.3 Gogawi may immediately terminate this Agreement (even if it is capable of being remedied) from the date of the notice by giving written notice to the Affiliate if:

(a) the Affiliate is acting or has acted or may be considered by Gogawi to act in a manner which puts or may put itself or Gogawi in breach of:

(1) the LCCP;

(2) the Regulator's licensing objectives;

(3) the Operating Licence or any gambling licence held by Gogawi; or

(4) any other codes of practice applicable to Gogawi as a gambling licence holder.

(b) Gogawi is requested to do so by the Regulator;

(c) Gogawi is of the reasonable opinion that as a consequence of the actions of the Affiliate that Gogawi may be liable for loss of its Licence or the imposition of any penalty under the Licencing body.

(d) any Applicable Laws including, without limitation, any statutes, regulations, codes of practice or standards, including Gogawi's Privacy and Cookie Policy (Applicable Laws), or the interpretation or enforcement of any Applicable Laws (including by any regulatory body), that has the effect of prohibiting, restricting or otherwise limiting the Affiliate's ability to promote Gogawi to potential and actual Affiliate Clients in the manner contemplated by the Parties at the time of entry into this Agreement;

(e) for any reason Gogawi's Licence ceases or is suspended;

(f) Gogawi, acting reasonably, forms the view that the Affiliate is no longer acting in good faith in relation to the affiliate relationship between the Parties set out in this Agreement;

(g) the Affiliate:

(1) suffers an Insolvency Event;

(2) has a mortgagee seek to exercise a right of possession or control over the whole or a part of its property;

(3) being a natural person, commits an act of bankruptcy; or

(4) is required to be registered or licensed under any legislation for purposes of or incidental to the execution of its obligations under this Agreement and the Affiliate is not registered or licensed or that registration or licence is cancelled, withdrawn or suspended.

11.4 The termination of the engagement of the Affiliate under clauses

11.1 or 11.3 will not affect any other right or remedy of Gogawi.

11.5 If the Agreement is terminated under clause 11.1 or 11.3:

(a) the Affiliate must immediately cease using any of Gogawi's Intellectual Property;

(b) the Affiliate's sole right and remedy is to receive any outstanding Commission owing at the Termination Date;

(c) except for the Commission set out in clause (b), no further Commission is payable to the Affiliate under this Agreement; and

(d) the Affiliate will not be entitled in contract, tort or otherwise to any additional payment or compensation for losses incurred as a result of the termination.

## **12 Affiliate Betting Account**

The Parties agree that clause 4.8(a) is not intended to prohibit the Affiliate or an Immediate Family Member or Representative of the Affiliate, or if relevant, a Related Body Corporate of the Affiliate, from opening and operating a betting account with Gogawi. However, in the event that this occurs, the relevant persons will not be Affiliate Clients and the Affiliate will not, therefore, be entitled to any Commission in respect of wagering activity using those betting accounts.

## **13 Amendment of Terms and Conditions**

13.1 The Terms and Conditions may be amended by Gogawi in its discretion at any time subject to any laws or regulatory requirements of any relevant legislative or regulatory authority.

13.2 It is the Affiliate's responsibility to ensure that they keep themselves up to date with the current Terms and Conditions, which will be available on the Gogawi Affiliate Program Website. The Affiliate's continued participation in the affiliate program following Gogawi's posting of a change of Terms and Conditions notice or a new agreement on the Gogawi Affiliate Program Website will constitute binding acceptance of the revised Terms and Conditions or of the new agreement.

13.3 If, following the amendment by Gogawi of any Terms and Conditions, the revised Terms and Conditions are not acceptable to the Affiliate, then the Affiliate's only recourse is to terminate this Agreement.

## **14 General Terms**

14.1 (Stamp duty) Any Stamp duty payable on this Agreement (including any fines or penalties) will be paid by the Affiliate.

14.2 (Governing law)

(a) Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the respective courts of the jurisdictions.

14.3 (Non-exclusive)

(a) The Affiliate acknowledges that Gogawi may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided herein.

#### 14.4 (Press)

(a) The Affiliate may not issue any announcement with respect to this Agreement or their participation in this Affiliate Program without Gogawi's prior written consent (in Gogawi's absolute discretion).

#### 14.5 (Assignment)

(a) This Agreement and rights arising out of or under this Agreement are not assignable by one Party without the prior written consent of the other Party.

(b) A Party will not unreasonably withhold its consent to assignment.

(c) A purported assignment without written consent will be deemed to be void and convey no rights.

(d) Should an Approved Affiliate Website be sold, whether the Affiliate Clients associated with this Agreement are transferred to the new owner is at the discretion of Gogawi (in Gogawi's absolute discretion) (and is subject to the new owner accepting the Gogawi affiliate terms and conditions);

14.6 (Rights of Third Parties) A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

14.7 (Severance) If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

14.8 (Entire Agreement) This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the Parties. The Parties may agree on additional terms of cooperation in a separate addendum to this document.

#### 14.9 (Waiver)

(a) No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the Party waiving the right.

(b) A waiver by one Party under any of the terms of this Agreement does not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

(c) A Party does not waive its rights under this Agreement because it grants an extension or forbearance to the other Party.

14.10 (Relationship of the parties) This Agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the Parties.

14.11 (Further steps) Each Party will do all things and execute all further documents necessary to give full effect to this Agreement.

#### 14.12 (Survival)

(a) The terms of this Agreement survive its termination to the extent permitted by law.

(b) This Agreement shall be binding upon the heirs, executors, administrators and successors in title of the Parties.