

Betin Affiliates Program Terms and Conditions

Effective from 30th January 2017

This Betin Affiliates Program Terms and Conditions ("**Agreement**") contain the terms and conditions that govern your participation in the Betin Affiliates Program (the "**Program**"). "**Betin**" means MENA Sports Consulting (U) Limited with its registered office at 12th Floor, Diamond Trust Building, Plot 17/19, Kampala Road, Kampala, Uganda, trading as Betin Uganda. "**You**" or "**your**" means the applicant and/or participant in the Program. A "**site**" means a website. "**Betin site**" means www.betin.co.ug. "**Your site**" means any site(s) and software application(s) that you own or operate and link to the Betin site. "**Sub-affiliate site**" means any site(s) and software application(s) that is owned or operated by any of the Sub-affiliates and links to Betin site via the Link. "**Sub-affiliate**" means an owner or operator of a site that has been notified to Betin in advance and approved by Betin according to this Agreement.

1. Description of the Program

The purpose of the Program is to permit you to advertise Betin services and products available on Betin site (collectively the "Betin Services") on your site and the site of any approved Sub-affiliates, and to earn the commission for Acquired Customers' use of Betin Services as described further in this Agreement. In order to facilitate your advertisement of Betin Services, Betin may make available to you data, images, text, link formats, widgets, approved logos, links and other linking tools, and other information in connection with the Program (the "Links"). Any of the Links provided to you by Betin may be used by you only pursuant to this Agreement.

2. Program requirements

2.1 You must provide accurate information about you in your application to the Program and correctly identify your site. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application and/or suspend and/or terminate your participation in the Program if we determine that your site is unsuitable. "Unsuitable sites" include those sites that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain libellous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (e) promote or undertake illegal activities;
- (h) violate intellectual property rights of others.

2.2 If at any time during the term of this Agreement you modify your site, you must promptly update your account information.

2.3 You will be allocated an affiliate account upon your approval for participation in the Program and will receive an Affiliate ID once you have been approved for the Program. You must use that Affiliate ID to format Links to ensure any Acquired Customers' use of Betin Services is allocated to your affiliate account. It is your sole responsibility to safeguard the Affiliate ID and to ensure the Affiliate ID is included in the Links placed on your site or the Sub-affiliate site.

2.4 You will have only one account with Betin in connection with your participation in the Program and you will not, nor attempt to, open another account.

2.5 You will ensure that the information in your Program application and otherwise associated with your affiliate account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer

current.

2.6 You are solely responsible for any marketing initiatives you and/or any of your Sub-affiliates conduct in relation to your site and/or customers, including, without limitation, compliance of such initiatives with the applicable legal requirements. You will indemnify Betin from any and all claims in relation to such activity in full.

2.7 In the event you fail to generate at least 5 (five) Acquired Customers within the first 3 (three) months from the date of Betin provides you the Affiliate ID, Betin has the right to terminate your participation in the Program at the end of three months term by providing 7 (seven) days' notice.

2.8 By participating in the Programme, you agree that you will comply with the terms of this Agreement at all times and any supporting materials that Betin may make available to you. You will provide Betin with any information that we request to verify your compliance with this Agreement. In addition to any other rights or remedies available to us, we may terminate this Agreement, withhold (and you agree you are not eligible for) any commissions payable to you under this Agreement, or both, if we determine that you or other persons that we determine are affiliated with you have not complied with this Agreement.

2.9 In connection with your participation in the Program you will comply with all applicable laws, rules, regulations, orders, licences, permits, judgments, decisions, guidelines, codes of practice, and other requirements of any governmental authority or self-regulatory body that has jurisdiction over you.

2.10 You hereby consent to Betin to send you emails related to the Program as may be necessary; record, use and disclose information about your site and visitors to your site that we obtain via the Links; crawling and otherwise investigating your site to verify compliance with this Agreement.

3. Appointment of Sub-affiliates

3.1 You will be permitted to appoint Sub-affiliates to place the Links on Sub-affiliates' sites subject to (i) advance notification to Betin of the proposed Sub-affiliate, (ii) Betin's approval of Sub-affiliate and (iii) you entering into a written agreement with Sub-affiliates in relation to their use of Links according to the terms Section 4 of this Agreement. You explicitly agree that Betin may withhold the approval of any of Sub-affiliate at its sole discretion and in any event, without limitations, no Sub-affiliate will be accepted by Betin whose site is deemed to qualify as unsuitable site pursuant to the provisions of Section 2 above.

3.2 You cannot authorise any third party to display the Links of their site unless such third party has been notified to and approved by Betin pursuant to Section 3.1 above. Betin has the right to request a copy of the written agreement between you and such third party at any time and you agree to provide such agreement to Betin without undue delay. In your notification to Betin about the third party to be approved by Betin as a Sub-affiliate, you must include accurate information about the proposed third party, including the nature of its business, the site, and contact information. For the avoidance of doubt, this agreement is between you and Betin and Betin will communicate only with you in relation to your participation in the Program. Notwithstanding the foregoing, Betin will have the right to enforce its rights in any of the Link directly with any third party.

3.3 In the event of breach of any of the provisions of Section 3.1 and 3.2 above, Betin has the right to terminate your participation in the Program and this Agreement with immediate effect.

3.4 At any time during your participation in the Program, Betin may require the removal of the Links from your or any Sub-affiliate site, for any reason, and you will ensure compliance with such request within 3 (three) calendar days from the date of receipt of the request. Betin reserves the right to suspend and/or terminate your participation in the Program if you fail to comply with such request.

4. Links on Your Site

4.1 After you have been notified that you have been accepted into the Program, Betin will provide you the Links, at its own cost, that you may display on your site and/or permit the approved Sub-affiliates to display the Links on their site, provided that such Links properly utilize the special "tagged" link formats Betin provides including

the Associated ID assigned to you.

4.2 You may use the Links solely for and during participation in the Program and in accordance with this Agreement. You may not alter the Links in any manner, other than to ensure its full functionality, placement and visibility on your site, including the integration of Affiliate ID into the Links. You are solely responsible for the placement of each Link on your site and/or Sub-affiliate site, and for ensuring that it includes the appropriate formatting necessary for us to properly track referrals of customers from your site. Notwithstanding the foregoing, you shall not alter the approved logo in any way including but not limited to, changing the proportion, colour, or font of the logo, or adding or removing any element(s) to or from the logo without Betin's prior written consent.

4.3 You may not use the Links, including the logo, in any way that implies sponsorship or endorsement by Betin of your site and/or your business, products or services.

4.4 You may not use the Links, including the logo, to disparage Betin, its products or services, or in a manner which, in Betin's sole discretion, may diminish or otherwise damage or tarnish Betin or its goodwill in the Links and/or the logo.

4.5 You acknowledge that all rights, title and interest to and in the Links (including all intellectual and proprietary rights), are the exclusive property of Betin and/or its affiliates, and all goodwill generated through your use of the Links, including the logo, will inure solely to the benefit of Betin or its affiliates.

4.6 The provisions of this Section apply to the use of Links by any Sub-affiliate and Betin reserves the right to enforce its rights in relation to the use of the Links by any Sub-affiliate directly with any Sub-affiliate.

5. Responsibility for Your Site

5.1 You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it.

5.2 Betin will have no liability for any of the matters related to your site and/or any Sub-affiliate site, or for any of your and/or Sub-affiliates' end users' claims relating to your site or Sub-affiliate site. You hereby release and will defend, hold harmless, and indemnify Betin, and/or its affiliates, directors, officers, agents, successors and assigns from and against any allegation or claim based on any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable legal fees) arising from any act or omissions by you and/or Sub-affiliate, including without limitation (i) breach of this Agreement; (ii) allegation or claim of negligence, strict liability of wilful misconduct, (iii) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (iv) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site; (v) your and Sub-affiliates' use of the Links, whether or not such use is authorized by or violates this Agreement or applicable law; and (vi) any third party claim in relation to the use of Links by Sub-affiliate and/or third party use of the Links through the Sub-affiliate site. However, the foregoing does not apply to the extent such claim results from Betin's negligence or wilful misconduct.

6. Commissions

6.1 You may earn commissions only as described in this Section 6 and only with respect to activity of Acquired Customers on Betin site occurring directly through the appropriate Links.

6.2 Betin will pay you 20% (twenty percent) commission of Monthly Net Profit.

Monthly Net Profit means the difference between (i) the total Acquired Customers Stakes and (ii) (a) total Acquired Customers Winnings, (b) bonuses paid to Acquired Customers, (c) Chargebacks, and (d) Fraud Traffic, accrued in any given calendar month.

Acquired Customer means an individual who (i) clicks through a Link on your site and/or Sub-affiliate site to Betin site, (ii) does not have a valid operating betting account with Betin at the time of referral to Betin site via a

Link and (iii) opens and maintains a valid betting account with Betin.

Stake means a sum of money paid by the Acquired Customer to use any of Betin Services including, without limitation, money paid on sports betting, virtual products, casinos and games.

Chargeback means the amount of Stake charged back or reversed to your affiliate account if the transaction (a) is disputed by the Acquired Customer, (b) is reversed for any reason by a payment card association, Betin payment processor, (c) was not authorized or Betin has any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement.

Fraud Traffic means deposits, revenues or traffic generated through illegal means or any other action committed in bad faith to defraud Betin, at Betin's sole discretion, including, without limitation, deposits into Betin betting account generated via stolen cards, misuse or manipulation of the Betin Services or bonuses, creation of false Betin accounts or unauthorised use of third party accounts.

6.3 The commission shall be calculated on the last Monday of each calendar month as the percentage of the Monthly Net Profit accrued by your Acquired Customers in the preceding calendar month. For the avoidance of doubt, the first calendar month shall commence on the date Betin provides Affiliate ID to you.

6.4 Betin will pay you the commission due, if any, on a monthly basis, according to Betin calculations and upon receipt of your invoice. The commission will be paid to your bank account notified to Betin in advance in the currency as notified to you by Betin at the time of your approval for the Program by Betin.

7. Limited Licence

7.1 Subject to the terms of this Agreement and solely for the limited purposes of participating in the Program, Betin hereby grants you a limited, revocable, non-transferable, non-exclusive, royalty-free licence to (a) copy and display the Links on your site and on Sub-affiliate site; and (b) use only those of Betin logos that are made available to you as part of Links in accordance with this Agreement.

7.2 Other than the limited licences expressly set forth above, Betin reserves all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of your participation in the Program or being party to this Agreement, acquire any ownership interest or rights in or to, the Links, any domain name owned or operated by Betin or any of its affiliates, and any other intellectual property and technology that Betin provides or uses in connection with the Program. If you provide to Betin or any of its affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about Betin Services or in connection with this Agreement, or your participation in the Program, or if you modify any Links in any way (collectively "your modifications") you hereby irrevocably assign to Betin all right, title, and interest in and to your modifications and grant Betin, paid-up royalty-free, non-exclusive, worldwide, irrevocable, freely transferable, for the maximum duration of protection available under applicable law right and licence to use, reproduce, perform, display, adapt, modify, re-format, use, distribute and sub-license your modifications in any manner and for any purpose and to sublicense the foregoing rights to any other person or entity.

8. Term and Termination

8.1 The term of this Agreement will begin upon acceptance of your Program application by Betin and will end when terminated by either you or Betin. Either you or Betin may terminate this Agreement at any time, with or without cause, by giving the other party at least 7 (seven) days' written notice of termination.

8.2 In addition, Betin may terminate this Agreement immediately at any time upon written notice to you for Cause. "Cause" means any of the following: (a) you are in material breach of this Agreement or you are in minor breach of this Agreement but you do not remedy it within 3 (three) days; (b) Betin believes that it may face potential claims or liability in connection with your participation in the Program and/or use of the Links by any Sub-affiliate; (c) Betin believes that its brand or reputation may be tarnished by you or in connection with your participation in the Program and/or use of the Links by any Sub-affiliate; or (d) Betin has terminated the Program.

8.3 Upon any termination of this Agreement, any and all licences you have will automatically terminate and you will immediately stop using and remove from your site, and delete or otherwise destroy all of the Links and Betin logos provided or made available under this Agreement or in connection with the Program and will cause all Sub-affiliates to do the same.

8.4 Betin may withhold accrued unpaid commissions for a reasonable period of time following termination to ensure that the correct amount is paid and/or until your compliance with the provisions of Section 8.3 above.

8.5 Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

8.6 Without prejudice to the generality of Section 8.5, termination of all or part of this Agreement shall not affect the continuance in force of the provisions of Sections 2.6, 5, 7.2, 11, 12, 13 and 14.

9. Modifications

9.1 Betin may modify any of the terms and conditions contained in this Agreement, including, without limitation, the commission, at any time in its sole discretion by, at least 7 (seven) days prior to the effective date of the modification, posting a change notice or revised agreement on Betin site. You may during that 7-day period, as your sole recourse, notify us in writing of your objections to the modifications and, if you do so, your account will automatically terminate on the effective date of the modification to which you objected.

9.2 IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN WRITING. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF THE MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE MODIFICATION.

10. Relationship of Parties

You and Betin are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Betin or its affiliates. You will have no authority to make or accept any offers or representations on Betin's or its affiliates' behalf.

11. Limitation of Liability

Betin, its affiliates, directors, officers, employees, agents or subcontractors will not be liable for indirect, incidental, special, consequential, or exemplary damages (including any loss of revenue, profits, goodwill or data) arising in connection with this Agreement, the Program, the Betin site, even if it has been advised of the possibility of those damages. Further, Betin's aggregate liability arising in connection with or out of this Agreement, the Program, and the Betin site, will not exceed the total advertising fees paid or payable to you under this Agreement in the twelve month immediately preceding the date on which the event giving rise to the most recent claim of liability occurred.

Nothing in this Agreement (including the preceding paragraph) will operate to exclude any liability which may not be excluded or limited under the applicable law.

12. Disclaimers

The Program, the Betin site, any products and services offered on the Betin site, any Links, Links formats, content, Betin domain names and logos, and all technology, materials, data, images, text, and other information and content provided or used by or on behalf of Betin or its affiliates or licensors in connection with the Program are provided "AS IS".

Neither Betin nor any of its affiliates or licensors make any representation or warranty of any kind, whether express, implied or statutory, or otherwise with respect to the above.

Neither Betin nor any of its affiliates or licensors or subcontractors will be responsible for (i) any errors, inaccuracies, or service interruptions, including power outages or system failures; or (ii) any unauthorised access to or alteration of, of deletion, destruction, damage, or loss of, your site, Sub-Affiliate's site, or any images, text, or other information or content.

Further, neither Betin nor any of its affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with (i) any loss of prospective profits or revenue, anticipated sales, goodwill, or other benefits, (ii) any investments, expenditures, or commitments by you in connection with this Agreement or your participation in the Program; or (iii) any termination of this Agreement.

13. Governing Law and Disputes

13.1 The laws of Uganda, without regard to principles of conflicts of laws, will govern this Agreement. Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to the Program and/or this Agreement, including but not limited to those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to settlement proceedings under the International Chamber of Commerce Amicable Dispute Resolution Rules (ICC ADR Rules). If the said dispute has not been settled within 60 days after a request for Amicable Dispute Resolution has been submitted under the said ICC ADR Rules, such dispute shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules). The ICC Rules' Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one arbitrator to be appointed in accordance with the ICC Rules. The place of arbitration shall be Kampala, Uganda. The language of arbitration shall be English.

13.2 Notwithstanding anything to the contrary in this Agreement, Betin may seek injunctive or other relief in any state or national court of competent jurisdiction for any actual or alleged infringement of Betin's or any other person or entity's intellectual property or proprietary rights.

14. Miscellaneous

14.1 You may not assign this Agreement, by operation of law or otherwise, without Betin's express prior written approval.

14.2 Unless you have otherwise notified Betin, you hereby authorise Betin to process any personal data we obtain in connection with this Agreement and the Program in compliance with applicable law.

14.3 If any provision of this Agreement is determined by any court or governmental authority of competent jurisdiction to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

14.4 The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

14.5 Betin's failure to enforce your strict performance of any provision of this Agreement or participation in the Program will not constitute a waiver of Betin's right to subsequently enforce this provision or any other provision of this Agreement.

14.6 All non-public information provided by Betin in connection with the participation in the Program and/or this Agreement is considered confidential information, and you will maintain the same in strict confidence and not disclose the same to any third party or use the same for any purpose other than your performance under Agreement and participation in the Program.

14.7 This Agreement is drafted in the English language which will be governing language for all purposes.

BY SUBMITTING THE DETAILS TO BETIN WITH YOUR APPLICATION YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING

BETIN'S POSTING OF A CHANGE NOTICE OR REVISED AGREEMENT ON THE BETIN SITE YOU AGREE TO BE BOUND BY THIS AGREEMENT AND HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE AND SUFFICIENTLY AUTHORIZED TO ENTER INTO THIS AGREEMENT.