

No Halftime Affiliate Terms and Conditions

INTRODUCTORY PROVISIONS

a) This document (the "Agreement" or the "Terms and Conditions") sets out the terms and conditions agreed between No Halftime LLC (hereinafter "No Halftime") and the person/company set out on the relevant application form (hereinafter the "Affiliate"), regarding the Affiliate's application to join (and if the Affiliate's application is successful, the Affiliate's membership of the No Halftime Affiliates Program and to promote the products and services offered by No Halftime and the No Halftime Brand by publishing text links (including sub-affiliate links), banners and advertising material (hereinafter the "No Halftime Content" as defined in clause "Definition and Interpretation" below).

b) No Halftime may change all or any part of this Agreement at any time, and we encourage the Affiliate to review this Agreement regularly. If the Affiliate does not agree to the changes, the Affiliate should terminate this Agreement in accordance with its terms. The Affiliate's continued participation in the No Halftime Affiliates Program after No Halftime have posted the changes on the webpage will constitute binding acceptance of such changes.

DEFINITION AND INTERPRETATION

"Bonuses" means any so-called "free money", "free bets", "money back", and/or similar; and/or vouchers, rebates, discounts and/or similar that the New Customer can utilize as payment for stakes (bets).

"Commission": means the compensation due to the Affiliate based on the agreed percentage of Net Revenue, Cost Per Acquisition, or other reward plans.

"Confidential Information" means any information of a commercial value, considered essential for both Parties, such as, but not limited to technology, market and business information, financial reports, know-how, trade secrets, products, processes, business strategies, information concerning research, databases, New Customer lists, prospect and New Customer data, supplier lists, marketing plans, product development, manner of operation or financial condition or prospects.

"Database" means the database of Affiliates and New Customers, containing any No Halftime proprietary New Customer data with relevance to the Agreement, including without limitation to personal data and contact information, and excluding all other No Halftime databases, as it stands as of the date of this Agreement, and as it stands until the date of this Agreement being terminated. The Databases are assets of a financial value belonging to No Halftime and represent a substantial investment made by No Halftime

"Goodwill" means the benefit of a business having a good reputation under its name and regular patronage.

"Gross Revenue" means the value of the revenues generated by all players referred by the Affiliate across all products; e.g. the Gross Revenue would be equal to all settled challenges times the No Halftime commission percentage. For the avoidance of doubt; any challenge that is not accepted for a legitimate reason, in the sole discretion of No Halftime (e.g. player's bad debts) shall not be considered a settled challenge and shall not be included in the calculation of the Gross Revenue.

"Intellectual Property Rights" or **"IPR"** means any rights in computer software (including source codes), databases, know-how, design, topography, copyrights, trademarks, domain names, utility models, brands, business names, registrations of and applications to register any of the aforesaid items and/or rights in the nature of any of the aforesaid items.

"Net Revenue", means the monthly Gross Revenue less costs, which includes but is not limited to taxes, betting duties, third party commissions/fees for providing games and game software etc, financial transaction fees, bonuses, "loyalty rewards", cashbacks and charge backs.

"New Customer" means any genuine, bona fide, unique person who is not a minor (less than eighteen years of age or the age of consent in the jurisdiction where they reside, whatever is the greater) that registers with the No Halftime Brand after clicking on the No Halftime Content provided by No Halftime to the Affiliate, excluding any

person that already exists in the No Halftime Brand customer Database or that has previously closed a No Halftime Brand account and opened a new one through the Affiliate. A customer will be linked to the last Affiliate who referred him to No Halftime based on the affiliate tracking cookie.

"New Depositing Customer" means a New Customer who has made a first minimum deposit with No Halftime where it is used for bona fide transactions with an ultimate aim to establish and enter into a normal commercial relationship with No Halftime within the framework of the business. The customer registration and the first deposit do not have to be simultaneous.

"Parties" means the Company and the Affiliate (each a "Party").

"Payment Agent" means the individual or company appointed by No Halftime to carry out on its behalf and name payments to the Affiliates;

"Personal Data" means any information relating to any person, whether individual or legal that is or may be identified from time to time (directly or indirectly). It includes without limitation any and all information in relation to New Customers and/or Affiliates.

"Reward Plan" means any financial model agreed between the Parties to compensate the Affiliate for its marketing activities.

"Services" means the concept under which the Business is generally provided and, from time to time, made available in the public domain, in the format of language and localized customized homepages combined with call centre staff having the relevant language skills.

"Sub-Affiliate" means any natural and legal person who, after having entered into collaboration with the Affiliate, makes space on its website or other media platform available for No Halftime Content and the acquisition of New Customers

"Technical Platform" means a technical tool, back office modules, functionalities and data, to record, register and monitor the relevant Affiliate activities, business and other activities between No Halftime and New Depositing Customers.

"Term" means the period from the date that you acknowledge and accept these Terms and Conditions until the agreement is terminated for one of the reasons set forth in clause 13.

"No Halftime" means No Halftime LLC and any of the subsidiaries of No Halftime Group i.

"No Halftime Brand" means any relevant brand operated by No Halftime LLC or any parent company of No Halftime LLC or any subsidiary of that parent company under which products including but not limited to online daily fantasy sports and daily fantasy esports are offered.

"No Halftime Content" means all Intellectual Property Rights created and/or deriving out of these Terms and Conditions, including, without limitation, text links (including sub-affiliate links), banners, advertising material, the Database and Personal Data.

"Working Day" means every day from Monday to Friday inclusive, excluding public holidays in the US and weekends.

1. GENERAL SCOPE AND OBJECT

1.1 No Halftime requires third party advertising space to promote the No Halftime Brand and increase its business, notably via increasing the number of New Depositing Customers, and will, from time to time in cooperation with third parties, negotiate, sign and carry out its affiliate marketing strategy. In the event No Halftime uses a third party for the (partial) roll-out of its affiliate marketing strategy, including contract negotiation, day-to-day management of the Technical Platform, payment processing, marketing or other activities, this irrespective of the legal capacity of the intermediary, whether as agent, subcontractor or other, No Halftime is and remains exclusively responsible for the proper execution of the Agreement.

1.2. No Halftime expressly states that the promoting or soliciting of challenges is subject to legal restrictions in some countries and/or individual states or provinces within a country and may even be prohibited in some cases.

These restrictions may vary from time to time. Thus, the Affiliate acknowledges that - should the promoting or soliciting of bets or the participation in prize games be prohibited under the rules and regulations of its country of domicile or be permissible only under certain preconditions not met - it may not enter into this agreement and shall, consequently, also not be entitled to post the link on its website. Should any harm or loss whatsoever arise for No Halftime or the Affiliate due to the Affiliate's disregard of the relevant prohibitions in the country of domicile of the Affiliate, the Affiliate shall be exclusively liable for such disadvantages and shall hold No Halftime harmless and fully indemnify it for any such liability incurred by No Halftime.

1.3 The Affiliate further confirms that it operates the website, where the affiliate link will be placed, under its own name and that it is fully and without restrictions authorised to dispose thereof.

1.4 Unless otherwise agreed in writing by the Parties, each Party shall remain exclusively responsible for all and any expenses (including investment and/or running costs) incurred in respect of the obligations it undertakes in terms of this Agreement and will have no right of recourse against the other Party in respect thereof.

2. THE AFFILIATE'S INTEGRATION IN THE NO HALFTIME AFFILIATES NETWORK

2.1 Upon conclusion of the Agreement, a unique tracking code (often in the form of a URL) is assigned to the Affiliate, and the Affiliate is integrated in the Technical Platform. By means of the tracking code, New Customers acquired via the No Halftime Content on the Affiliate's Site and the challenges placed during such sessions are registered and/or can be further tracked.

2.2 The Technical Platform will track New Customers to the No Halftime Brand promoted by the No Halftime Content used by the Affiliate. If a New Customer decides to create a new player account by signing up to either:

- a different brand operated by the No Halftime Group not promoted by the No Halftime Content used by the Affiliate, or;
- a new domain which No Halftime is unable to migrate players to due to legal, regulatory and/or technical reasons,

the account will not be linked to the Affiliate.

2.3 Any additional Advertising material (of any kind whatsoever) created by the Affiliate and related to No Halftime shall require No Halftime's prior written approval.

2.4 A change to the URL of the Affiliate Site shall not constitute a change to the Agreement and shall not affect the rights and obligations of the Affiliate arising from this agreement.

2.5 It is the Affiliate's responsibility to ensure that any tracking code pulled from the Affiliate platform is used correctly.

3. NO HALFTIME CONTENT

3.1 Throughout the Term, the Affiliate shall use its reasonable endeavours to display the most up to date No Halftime Content provided by No Halftime, on the Affiliate Site in a manner and location agreed between by both Parties. The Affiliate shall not alter the form or operation of the No Halftime Content without No Halftime's prior written consent.

3.2 The Affiliate agrees to give No Halftime its reasonable assistance in respect of the display, access to, transmission and maintenance of the No Halftime Content.

3.3 The Affiliate shall ensure that the Affiliate does not place any No Halftime Content on pages of the Affiliate Site aimed at persons under the age of 18 years

3.4 In the event that the Affiliate wishes to place the No Halftime Content on websites other than the Affiliate Site, the Affiliate must first obtain No Halftime's written consent.

3.5 No Halftime has the right to monitor the Affiliate's site to ensure that the Affiliate is complying with the terms of this Agreement. The Affiliate shall provide (and at no charge), No Halftime with all data and information to enable No Halftime to perform such monitoring.

3.6 The Affiliate may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of No Halftime's trademarks or otherwise include the word "No Halftime", or any other brand belonging to No Halftime, or variations thereof in the "domain name", (i.e. after any prefixes but before the top level domain suffix), or include metatags on the Affiliate Site which are identical or similar to any of No Halftime's trademarks.

3.7 Neither the Affiliate nor the Affiliate's friends or relatives are eligible to become New Depositing Customers and the Affiliate shall not be entitled to any remuneration from No Halftime in relation to such relatives or friends. Relatives in this Agreement shall include (without limitation) the Affiliate's spouse, partner, parent, child or sibling.

3.8 The Affiliate shall not:

1. directly or indirectly offer any person or entity any incentive (including but not limited to money) to use the No Halftime Content on the Affiliate Site to access the No Halftime site (e.g. by implementing any "rewards" program for persons or entities who use the No Halftime Content on the Affiliate site to access the No Halftime site);
2. read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to No Halftime by any person or entity;
3. in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the No Halftime site;
4. engage in transactions of any kind on the No Halftime Site on behalf of any third party, or authorise, assist, or encourage any other person or entity to do so;
5. take any action that could reasonably cause any end user confusion as to No Halftime's relationship with the Affiliate, or as to the site on which any functions or transactions are occurring;
6. promote No Halftime Brand in any way other than by using No Halftime Content on the Affiliate Site in accordance with this Agreement without No Halftime's prior written consent;
7. post or serve any advertisements or content promoting the No Halftime site using framing techniques including but not limited to pop-up/pop-under windows, or assist, authorise or encourage any third party to take any such action without No Halftime's prior written consent;
8. attempt to artificially increase monies payable to the Affiliate by No Halftime;
9. cause the No Halftime Site (or any page thereof) to open in a visitor's browser other than as a result of the visitor clicking on a Link on the Affiliate Site; or attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website that participates in the No Halftime Affiliates Program;
10. register more than one Affiliate account with the No Halftime Affiliate program. If any exception is to be made, it must be confirmed in writing by the Commercial Director;
11. use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer New Customers to the No Halftime Site;

12. be under eighteen (18) years of age and must be able to provide No Halftime upon request - at any time, a copy of his/her ID, billing address and/or other documents. Refusal to do so may be considered, at No Halftime's sole discretion, as fraudulent activity that will be subject to all of the consequences listed above;

13. fail to keep the Affiliate Site content compliant with any content and phrasing obligations and/or restrictions imposed on No Halftime by third party suppliers. In the event that the Affiliate, for any reason, does not have knowledge of any such obligations, the Affiliate must update its website within two (2) Working Days of notification to the email listed in its Affiliate account;

14. apply for a new Affiliate account if it previously had an account closed due to breach of the No Halftime Affiliates Terms and Conditions;

3.9 If No Halftime determines, at its sole discretion, that the Affiliate has engaged in any of the foregoing activities, or No Halftime detects a breach of any obligation of the Affiliate under this Agreement, No Halftime shall:

- have the right to suspend any payment due to the Affiliate while No Halftime investigates any suspected breach, and/or;
- have the right to alter the Reward Plan structure (notably by imposing negative revenue carryover), and/or;
- have the right to withhold payment of any Commission due to the Affiliate that has been derived from the purported breach, and/or;
- have the right to retain the Commission until the debt is settled or invoice the cost incurred by a breach to clause 3.9 by the Affiliate, and/or;
- have the right to terminate the contract immediately;

If the investigation made by No Halftime leads to the conclusion that no breach of the Agreement has occurred, No Halftime shall pay to the Affiliate all suspended or withheld payments.

The bringing into play of one or several of the above measures will be without prejudice to any other rights, remedies, legal actions or compensations available to No Halftime.

Upon communication of any changes to the Reward Plan as a result of any suspected breach, the Affiliate will have the possibility to terminate the Agreement within 7 days. If the Affiliate does not terminate the Agreement within this period, it will be deemed to have accepted the changes.

3.10 If the Affiliate attempts, with No Halftime's prior written consent, to promote No Halftime Brands using methods such as but not limited to email, SMS etc., it shall make clear in the body of any such communication that they have been sent by the Affiliate, and any complaints made as a result of this communication should be directed to the Affiliate and not to No Halftime.

4. NO HALFTIME'S OBLIGATIONS AND RIGHTS

4.1 No Halftime shall supply the Affiliate with the No Halftime Content for inclusion on the Affiliate Site and may update such Content from time to time.

4.2 The Affiliate shall comply with No Halftime's instructions to track New Customer accessing the mobile applications and/or websites of No Halftime Brands via the No Halftime Content on the Affiliate Site. No Halftime shall use its reasonable endeavours to ensure that whenever a New Customer is directed to the websites of No Halftime Brands through the No Halftime Content on the Affiliate Site and registers an account the relevant New Customer is identified as originating from the Affiliate Site. However, No Halftime shall not be held liable if it is unable to identify a New Customer as originating from the Affiliate Site.

4.3 No Halftime shall be entitled to exercise any of its rights or fulfil any of its obligations hereunder (including, without limitation, its payment obligations pursuant to clause 6 through any No Halftime LLC subsidiary company.

4.4 No Halftime shall be entitled to accept or decline any Affiliate’s application for any reason whatsoever.

4.5 No Halftime shall develop and make available to the Affiliate, the No Halftime Content to be used on the Affiliate Site.

4.6 No Halftime shall have the discretion to select a suitable Technical Platform.

5. COMMISSION, PAYMENT AND PAYMENT TERMS

5.1 The Affiliate shall be entitled to receive, on a monthly basis, a Commission based on the activities of its referred customers.

5.2 The Affiliate shall be entitled to receive the Commission exclusively for New Customers. In the case of a Net Revenue share model, the Affiliate shall be entitled to receive the Commission for each New Customer for a lifetime value from the date of its registration. In the case of other reward plans, (including but not limited to Cost Per Acquisition), the Commission shall depend on a separate agreement between the Parties.

5.3 Commission Structure based on monthly Net Revenue generated

Net Revenue Generated	Commission Rate	Introductory Rate (First 3 months)
< \$2,000	25%	50%
\$2,001-\$5,000	30%	60%
>\$5,00	35%	70%

5.4 In order to receive an additional Commission based on a percentage of the Commission earned by its Sub-Affiliate(s), the Affiliate shall refer the Sub-affiliate to the No Halftime Affiliate Program through the No Halftime Content. The Affiliate cannot claim a Commission on a new Affiliate account created by an Affiliate who simultaneously has another No Halftime Affiliates account. The Affiliate shall ensure that the Sub-Affiliate complies with these terms and conditions by making it aware of them before it enters into any arrangement with the Sub-Affiliate in relation to this agreement. The Affiliate is not allowed to register itself as a Sub-Affiliate. Unless otherwise agreed between the Parties, the Affiliate is entitled to receive 5% of its Sub-Affiliates’ commission.

5.5 At the sole discretion of No Halftime, Management may, without prejudice to any other rights or remedies available to No Halftime, choose to deal with an Affiliate and/or Sub-Affiliate account fraud, i.e. failure to comply with the foregoing rules, by:

- i. merging duplicate accounts, and/or;
- ii. applying the original reward plan to the players from the secondary Affiliate account, and/or;
- iii. severing the link between the master Affiliate & Sub-Affiliate, and/or;
- iv. terminating the Affiliate agreement for the Affiliate and/or the Sub-Affiliate.

5.6 No Halftime shall provide the Affiliate on a monthly basis with details generated from the No Halftime dashboard of the New Customers, New Depositing Customers, Net Revenue and the Commission, if any, which have accrued to the Affiliate over the course of the calendar month. Such statements shall in principle be updated daily. At the beginning of a calendar month, No Halftime shall record the Affiliate’s total Commission, if any, during the previous calendar month. If the Commission does not exceed \$100 USD, No Halftime shall be entitled to withhold and carry forward the Commission until the total accrued Commission exceeds \$100 USD.

5.7 No Halftime reserves the right to terminate the Agreement if the Affiliate does not generate any clicks on the No Halftime Content for three consecutive months.

5.8 No Halftime reserves the right to reduce the Affiliate's Commission/change the Affiliate's Reward Plan if the Affiliate substantially reduces its efforts to promote No Halftime or in the event of legal/regulatory changes to a market.

5.9 The Affiliate shall, at any time, have secure access to the Technical Platform, unless No Halftime has a duly motivated reason – including but not limited to network and IT maintenance and/or security threats – to block such access.

5.10 The Affiliate understands and accepts that the real time data in the Technical Platform are merely approximate. At the beginning of the following calendar month, No Halftime shall provide the Affiliate with a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate's Commission.

5.11 The Affiliate understands and accepts that its access to the No Halftime Technical Platform is subject to the highest confidentiality obligation. Any misuse of such access, whether intentionally or not, shall be considered as a substantial breach of essential obligations under the present Agreement

5.12 Payments shall be made approximately 15 to 20 Working Days following the end of the month in which the Affiliate's Commission was earned.

5.13 The Affiliate shall invoice No Halftime and send invoices by email to affiliates@nohalftime.com

5.14 In the calculation of Commissions based on Net Revenue, should New Customers activities result in a negative balance for the Affiliate, this will be set to zero at the beginning of each month.

5.15 The Affiliate is responsible to ensure the accuracy of the payment details in its Affiliate account. Any payment made to accounts listed in the Affiliate account will be considered as payment made by No Halftime. Any cost incurred by No Halftime owing to incorrect payment details provided by the Affiliate will be deducted from the Commission due to the Affiliate in the next monthly payment cycle in which there is a payment owing to the Affiliate.

5.16 If for any reason the Affiliate has been overpaid, then without prejudice to any other rights, No Halftime reserves the right to deduct the corresponding amount of overpayment to the Affiliate from the following month's Commission, and each month thereafter, until the debt is repaid in full.

5.17 If for any reason the Affiliate has been underpaid, then without prejudice to any other rights, No Halftime reserves the right to add the corresponding amount of underpayment to the Affiliate's Commission in a proceeding Calendar Month.

6. INTELLECTUAL PROPERTY

6.1. Nothing in this Agreement shall constitute any license, assignment, transfer or any other right to any Intellectual Property Rights, including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and Confidential Information, etc. which arise in result of entering into or the performance of this Agreement.

6.2. All Intellectual Property Rights created and/or deriving out of this Agreement, including, without limitation, banners, advertising material, contents, the Database, including contents and personal data, shall be or become the sole property of No Halftime, and the Affiliate shall have absolutely no rights therein.

6.3. No Halftime grants the Affiliate a non-exclusive worldwide right to display the No Halftime Content during the Term on the Affiliate Site as set out in these Terms and Conditions and in accordance with No Halftime's

guidelines as may be provided to the Affiliate from time to time. All Intellectual Property Rights and any Goodwill arising in the No Halftime Content and in all gaming products, associated systems and software relating to the services provided by No Halftime to its customers from time to time shall remain the property of No Halftime. The Affiliate is not permitted to use the No Halftime Content in any way that is detrimental to No Halftime or the reputation or Goodwill of No Halftime. The Affiliate is not permitted to alter or modify, in any way, the No Halftime Content without No Halftime's prior written consent.

6.4. The Affiliate agrees that the Affiliate Site shall not resemble in any way the appearance and/or the general impression of the No Halftime Site, nor will the Affiliate create the impression that the Affiliate Site is the No Halftime Site (or any part thereof).

6.5. Upon termination of the Agreement between the Parties, each Party shall hand over to the other Party all proprietary material or information and, as the case may be, destroy in a secure manner all remaining copies of the same. Notwithstanding any disposition to the contrary in these Terms and Conditions, the Affiliate acknowledges that - upon termination - it will not be allowed to keep a copy of the No Halftime Content, the Databases, Personal Data or Confidential Information, and may not exploit, directly or indirectly, No Halftime proprietary information, materials or works.

7. WARRANTIES

7.1 Each Party represents and warrants to the other that it has and will retain, throughout the Term, all rights, title and authority to accept these Terms and Conditions. Each Party grants to the other Party all relevant means to perform the obligations underlined in these Terms and Conditions.

7.2 Each Party to this Agreement represents, warrants and undertakes to the other that it has obtained and will maintain in force all necessary registrations, authorisations, consents and licences necessary to fulfil its obligations and that it fully complies with, and shall continue fully to comply with, the preconditions set out in Clause 3 and all applicable laws and regulations.

7.3 The Affiliate represents, warrants and undertakes that the Affiliate Site shall contain no material which is defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third party rights and shall not link to any such material.

7.4 The Affiliate shall indemnify on demand and hold harmless No Halftime from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by No Halftime in consequence of any breach of these Terms and Conditions by the Affiliate.

7.5 The Affiliate shall prevent the access to its Affiliate Site to minors. Affiliates must not deliberately provide facilities for gambling in such a way as to appeal particularly to minors, for example by reflecting or being associated with youth culture.

8. DISCLAIMER

No Halftime makes no representation that the operation of the No Halftime Site will be uninterrupted or error-free and No Halftime will not be liable for the consequences of any interruptions or errors.

9. INDEMNITY

The Affiliate shall indemnify on demand and hold harmless No Halftime and each of its associates, officers, directors, employees, agents, shareholders and partners from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the

No Halftime in consequence of any breach, non-performance or non-observance by the Affiliate of any of the obligations or warranties contained in these Terms and Conditions.

10. LIMITATION OF LIABILITY

10.1 Neither Party should be liable to the other for any loss of actual or anticipated income or profits, for any special, indirect or consequential loss or damage or any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

10.2 No Halftime's aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not, in any event, exceed the sum of the total monies paid by No Halftime to the Affiliate over the 12 month period preceding the date on which such liability accrued.

11. CLOSURE OF A MARKET

These Terms and Conditions shall be considered no longer applicable in the event No Halftime is obliged to leave a market due to market condition changes, legal and/or regulatory changes. In such an event, the existing player accounts opened within that market may be closed.

12. TERMINATION

12.1. These Terms and Conditions apply from the date that No Halftime notifies the Affiliate that its application has been successful in accordance with Clause 2 and shall continue thereafter unless and until terminated according to this clause 13.

12.2. Notwithstanding Clause 13.1, No Halftime may bring the Term to an end with immediate effect by written notice to the Affiliate if:

i. the Affiliate commits a breach of its material obligations under these Terms and Conditions and in the case of a remediable breach, fails to remedy it within 30 days of the date of receipt of notice from the other;

ii. the Affiliate becomes insolvent or unable to pay its debts, proposes a voluntary arrangement, has a receiver, liquidator, administrator or manager appointed over the whole or any part of its business or assets or if an application shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution or if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, or it ceases to carry on business or if it claims the benefit of any statutory moratorium.

iii. the Affiliate sells its business, or any part herein, and/or registers any change of beneficial owner.

iv. the legal and/or regulatory situation in the market has changed or is in the process of changing to such an extent that the objectives of the Agreement can no longer be achieved and/or no longer correspond to the market reality.

12.3. Notwithstanding Clause 13.1, if No Halftime suspects – and has reasonable proof - that the Affiliate is engaging in illegal activities or has been in repeated breach of this Agreement, No Halftime may unilaterally terminate this Agreement on delivery of two weeks' prior written notice to the other Party.

12.4. No Halftime shall forthwith give notice in writing to the other Party of any event within clause 13.2 which occurs during the Term and which would entitle No Halftime to bring the Term to an end.

13. GENERAL

13.1 Unless otherwise provided for, these Terms and Conditions shall constitute the entire agreement and understanding - superseding any previous agreement - between the Parties. Each Party acknowledges and agrees

that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in these Terms and Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

13.2 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms and Conditions or by the law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

13.3 The Affiliate shall not, without No Halftime's prior written consent, assign at law or in equity (including without limitation by way of a charge or declaration of trust), sub-licenses or deals related to this Agreement or any other rights under it, or sub-contract any or all of its obligations under it or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

13.4 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

13.5 Any notice given or made to No Halftime under these Terms and Conditions shall be sent via email to affiliates@nohalftime.com and marked for the attention of the Commercial Director (or as otherwise notified by No Halftime hereunder). No Halftime shall send the Affiliate any notices given or made under these Terms and Conditions to the email address supplied in the Affiliate's account within the Technical Platform or such other email address as notified by the Affiliate to No Halftime. Any notice shall be deemed to have been received within 24 hours of delivery.

If the receipt occurs before 9.00 a.m. EST on a Working Day, such notice shall be deemed to have been received on that specific day. If such receipt occurs after 5.00 p.m. EST on a Working Day, or on any day which is not a Working Day, the notice shall be deemed to have been received at 9.00 a.m. on the following Working Day.

13.6 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party or of any member of the group of companies to which the other Party belongs which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

13.7 Nothing in these Terms and Conditions is intended to or shall operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other. Neither Party shall have the authority to act in the name or on behalf of the other Party or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.8 Neither Party shall make any announcement relating to these Terms and Conditions nor its subject matter without the other Party's prior written approval, except as required by law or by any legal or regulatory authority.

13.9 These Terms and Conditions and any dispute or claim or other matter arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Delaware and any dispute or claim shall be resolved by the courts of Delaware, US.

14. SEVERABILITY

Should one of the contractual provisions be or become ineffective, said ineffective provision will be replaced by one which shall come as close as possible to the commercial purpose of the void provision. All other stipulations

set forth in these Terms and Conditions shall continue in full force and effect.

The Terms & Conditions were last updated on November 1, 2016.