

ADVERTISING TERMS

This document (the Affiliate Agreement or Agreement) sets out the terms and conditions agreed between: Colossalbet, (hereinafter Company or Colossalbet), a company duly registered under the laws of New South Wales, Australia, ABN 53 644 755 171, having its registered office at Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, Australia and the person/company set out on the relevant application form (hereinafter the "Affiliate"), enabling the Affiliate to join and become a member (if the Affiliate's application is successful) of the Colossalbet Affiliates Program ("Program").

Unless otherwise provided for, this Agreement 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 this Agreement. Nothing in this article shall operate to limit or exclude any liability for fraud.

Neither Party shall make any announcement relating to the terms of this Agreement nor its subject matter without the other Party's prior written approval, except as required by law or by any legal or regulatory authority.

Definitions

Affiliate: A business and/or legal entity that is both registered and accepted by Colossalbet as an affiliate of the Affiliate Program.

Affiliate Account: The technical reporting and tracking interface set up for the use by the affiliate to monitor performance.

Affiliate Manager: Means any employee of the Company, or contractor, authorised to manage the relationship between the Company and the Affiliate.

Affiliate Network: Acts as an intermediary between publishers and merchant affiliate programs.

Affiliate Program: The affiliate program operated by Colossalbet and forms the subject matter of this Agreement.

Affiliate Website: A website owned by the Affiliate which sends traffic to Colossalbet.

Agreement: The contract and its annexes between the Company and the Affiliate in accordance with the Terms and Conditions of the Affiliate Program.

Big Winner Policy: Means that a Qualified Player is quarantined and has his or her negative Net Gaming Revenue carried forward when two conditions are met: (1) a Player generates negative Net Gaming Revenue of AUD 5,000 in any given month and (2) the cumulative Net Gaming Revenue for all Players due to that Affiliate in the same month is negative AUD 5,000 or lower. Once the Big Winner Policy is activated the Big Winner after negative Net Gaming Revenue month has passed, will either become quarantined and removed from the Affiliate channel or will stay 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.

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

Brand: Means any relevant brand operated by Colossalbet.

Commission: Means the compensation due to the Affiliate based on the agreed percentage of Net Revenue ("Revenue Share").

Company: Ryman Racing Pty Ltd trading as Colossalbet of New South Wales, ABN 53 644 755 171, is a company duly incorporated in Australia pursuant to the Corporations Act 2001 (Cth).

Company API: Means the technical platform, through which the Affiliate may access technical tools including but not limited to the Company's sportsbook and racing feeds.

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, consumer research, databases, New Customer lists, prospect and New Customer data, supplier lists, marketing plans, product development, manner of operation or financial condition or prospects.

Content: Material provided by the Company for the purposes of this Agreement, including, without limitation, text links, product sheets, banners and other general advertising material.

Database: Means any information stored about Affiliates and New Customers, containing any Company proprietary New Customer data for the purposes of this Agreement, including without limitation to Personal Data and contact information, and excluding all other Company databases, as it stands as of the date of this

Agreement, and as it stands until the date of termination of this Agreement. Databases are assets of a financial value belonging to the Company and represent a substantial investment made by the Company.

First Time Depositor (FTD): Means a New Customer who has made a first minimum deposit with the Company which is used for bona fide transactions with the aim to establish and enter into a normal commercial relationship with the Company within the framework of the business. The customer registration and the first deposit do not have to be simultaneous.

Fraud: Means activity taken by the affiliate to illegitimately inflate affiliate commissions or individual players that are looking to abuse bonuses, duplicate accounts or other practices used to deceive Colossalbet.

Gaming Regulatory Authority: any international federal, state, provincial, local, tribal, foreign and other governmental regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gaming or gaming activities or the ownership of an interest in any person or company that conducts gaming activities in the Gaming Jurisdictions.

General Terms and Conditions: Colossalbet's general terms and conditions, available at [Colossalbet Terms Conditions 03 12 22](#).

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 customers referred by the Affiliate across all products, after the deductions of costs including but not limited to taxes, betting duties, third party commissions/fees for providing games and game software etc. Revenues generated are equal to all (settled) bets less wins. For the avoidance of doubt, any bet that is not accepted for a legitimate reason, at the sole discretion of the Company, shall not be considered a settled bet and shall not be included in the calculation of the Gross Revenue.

Intellectual Property Rights or IRP: Means any rights in computer software (including source codes), databases, know-how, design, copyright, trademarks, logos, service marks, domain names, brands, business names and/or all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future.

Master Affiliate: An approved affiliate is able to operate as a master affiliate, who recruits new affiliate partners for the Colossalbet Affiliate Program using the Master Affiliate link from the affiliate account.

Net Gaming Revenue (NGR): Monthly Gross Gaming Revenue after the deduction of costs including, but not limited to, financial transaction fees, bonuses, loyalty rewards, gaming taxes, game supplier costs, outstanding deferred settlements and chargebacks.

New Customer: Means any person that properly registers with the Company after clicking on the Content, excluding any person that already exists in the Company's Brand customer Database or that has previously closed a customer account and opened a new one through the Affiliate. A customer will be linked to the last Affiliate who referred the customer to the Company based on the affiliate tracking cookie.

Parties: Means the Company and the Affiliate (each a "Party" to the Agreement).

Payment Agent: Means any third party appointed by the Company to carry out payments on its behalf to 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.

Privacy Policy: Colossalbet's privacy policies.

Products: Means the online products offered by the Company, namely sportsbook and racing.

Qualified Player: Means any person who is attached to your affiliate account and (i) has not registered with the Company before; (ii) is not located in a Restricted Territory; (iii) who has made a Deposit; (iv) is accepted as a Player under any applicable sign up or identity verification procedure which we may require; and (v) has adequately fulfilled any other qualification criteria that we may introduce from time to time. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the above-mentioned qualifying criteria at any time by virtue of placing notice on the Company's Website.

Real Money Player: A New Customer who has made a real money transfer of at least equivalent to the minimum deposit into their player account and made at least one real money bet with Colossalbet.

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

Sub-Affiliate: Any natural or legal entity who, after being referred to the Program by Master Affiliate via a sub affiliate tracking link, enters into this agreement. The referring Master Affiliate earns commission from the sub affiliates' players.

Technical Platform: Means a technical tool selected by the Company to record, register and monitor the Affiliate's activities, business and the activities between the Company and New Customers.

Term: Means the period from the date the Affiliate formally accepts the terms of this Agreement until termination of this Agreement.

Tracking Link: A unique link generated in the affiliate account for each affiliate and granulating on a campaign basis, to track and record New Customers which the affiliate has referred to the Company.

Working Day: Means every day from Monday to Friday inclusive, excluding Australian public holidays and weekends.

1.GENERAL SCOPE AND OBJECTIVE

1.1. The Affiliate maintains and operates one or more websites on the internet (collectively referred to as Affiliate Website), and/or refers potential customers to us through other channels.

1.2. This Agreement governs the terms and conditions which are related to the promotion of Colossalbet by the Affiliate, whereby the Affiliate will be paid Commission as defined in this Agreement depending on the traffic sent to Colossalbet and the terms of this Agreement.

1.3. The definition of the term Net Gaming Revenue is provided above in definitions. In the case of the Company introducing another product or group of products in the future, the Company reserves the right to use an individual definition of the term Net Gaming Revenue for each product.

1.4 The Company may modify any of the terms and conditions contained in this Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Referral Commissions and Affiliate programme rules. If any modification is unacceptable to the Affiliate, the Affiliate's only recourse is to terminate this Agreement. Your continued participation in our affiliate programme following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

1.5 In case of any discrepancy between the meanings of any translated versions of the Agreement, the English language version shall prevail.

1.6 In line with Colossalbet's policy of Supplier Due Diligence, the Affiliate will be required to verify their identity by providing copies of personal and, where applicable, company identification and registration documents.

1.7. The Affiliate further confirms that it operates the Site, where the Content will be placed, under its own name and that it is fully and without restrictions authorized to dispose thereof.

1.8. The Company has set itself, and in some markets it is bound by, the following three objectives when promoting its services and the Brand to customers.

1.8.1. The Company wishes to prevent gambling from being a source of crime and or disorder, being associated with crime or disorder and/or being used to support crime;

1.8.2. The Company wishes to ensure that gambling is conducted in a fair and open way; and

1.8.3. The Company intends to protect children and vulnerable persons from being harmed and/or exploited by gambling.

1.9. The Affiliate acknowledges that it will respect the above objectives and agrees that it will act at all times in a manner that is consistent with these objectives during the Term of this Agreement.

1.10. The Affiliate acknowledges that the Company holds a gambling license and may, in time, further obtain licenses in multiple countries which are subject to such countries' local laws and regulations that relate to the promotion of gambling and specifically promoting gambling and soliciting bets. In some countries where the Company holds a license and promotes gambling using the Affiliate, the Affiliate acknowledges that it may be jointly responsible with the Company to the local gambling or advertising authority for any promotion or advertising done on behalf of the Company that is not in compliance with the local laws and regulations.

1.11. The Affiliate further acknowledges that promoting or soliciting bets is subject to legal restrictions in some countries and may even be prohibited. Such restrictions may vary from time to time. The Affiliate shall not enter into this Agreement if it targets any markets where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. The Affiliate shall be exclusively liable for such actions and shall hold the Company harmless and shall fully indemnify the Company for any liability incurred by the Company if it doesn't comply with the provision above.

1.12. 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 under this Agreement and will have no right of recourse against the other Party in respect thereof.

2. ACCEPTANCE OF AN AFFILIATE

2.1. The Company reserves the right to refuse any Affiliate Program application at its sole and absolute discretion.

2.2. The Affiliate may be required to verify the Affiliate Application and to verify the Affiliate Account information at any time during the term of the Affiliate Agreement. This documentation may include but is not limited to: bank statements, individual or corporate identity papers and proof of address.

3. QUALIFYING CONDITIONS

3.1. The Affiliate hereby warrants that he/she:

a) Is aged 21+ in order to agree to and to enter into the Agreement.

b) Is competent and duly authorized to enter into binding Agreements.

c) Is the proprietor of all rights, licenses, and permits to market, promote and advertise Colossalbet in accordance with the provisions of the Agreement.

d) Will comply with all applicable rules, laws, and regulations in correlation with the promotion of Colossalbet.

e) Fully understands and accepts the terms of the Agreement.

4. RESPONSIBILITIES AND OBLIGATIONS OF THE COMPANY

4.1. Upon the Affiliate's successful application to join the Program, a unique tracking code (often in the form of a URL) is assigned to the Affiliate so that the Affiliate is integrated in the Technical Platform. This tracking code will identify any New Customers referred by the Affiliate. It is the Affiliate's responsibility to ensure that any tracking code generated by the Technical Platform is used correctly. The Company shall not be held liable if it is unable to identify a New Customer as originating from such Site.

4.2. If a New Customer creates an account with a different brand not promoted by the Content used by the Affiliate, the account will not be linked to the Affiliate.

4.3. The Company shall provide the Affiliate with all required information and marketing material for the implementation of the Tracking Link as the Company sees fit and needed.

4.4. Any additional advertising material (of any kind whatsoever) created by the Affiliate and related to the Company shall require the Company's prior written approval.

4.5. The Company will register the Affiliate's Customers and track their transactions. The Company reserves the right to refuse Customers (or to close their accounts) if necessary to comply with gaming regulations and any requirements we may periodically establish. By opening an account with us, they will become our Customers and, accordingly, all of our rules, policies, and operating procedures will apply to them.

4.6. The Company shall calculate the Net Gaming Revenue generated via the tracking links, record the Net Gaming Revenue and the total amount of Affiliate commission earned via the link, provide the Affiliate with commission statistics, and handle all customer services related to its business.

4.7. The Company shall pay the Affiliate the amount due depending on the commission scheme assigned to the affiliate on the traffic generated by the Affiliate subject to the terms of the Agreement.

4.8. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold CPA payments for customer accounts that are identified as bonus abuse, suspended, closed for fraud, self exclusion or for any other reasonable reason.

4.9. Subject to article 5.7 of this Agreement, 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.

4.10. The Company reserves the right to freeze or close Affiliate Account(s). In addition to any other right, which the Company may be entitled to under this Agreement, the Company reserves the right to:

a) in case of having any reason to suspect that the Affiliate is in breach with the terms of the Agreement, the Affiliate's Account(s) may be blocked, and payouts may be frozen for the period of investigation. If the investigation proves a violation of the Agreement to have taken place, the Company reserves the right to withhold the Affiliate's commission;

b) close the Affiliate's account(s) if in the sole opinion of the Company it is deemed necessary in order to protect the commercial and reputational interests of the Company. If the Affiliate is in breach of the Agreement, the Company may in addition to close the Affiliate's account(s) take any other steps under the law to protect its interest;

c) terminate the Agreement if an Affiliate threatens the Company's staff with harm, physical or otherwise. Under no circumstances, shall the Company be held liable for eventual loss or damage caused to the Affiliate.

d) The Company reserves the right to initiate an internal investigation of the Affiliate and Real Money Player accounts in cases where the Company suspects the Affiliate is in violation of this Agreement.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE AFFILIATE

5.1. At all times the Affiliate agrees to be bound by the Company's Affiliates Advertising Requirements which can be found in Appendices A – B of this Agreement. For the avoidance of doubt, Appendices A - B form part of this Agreement.

5.2. The Affiliate hereby warrants:

a) To use its best efforts to actively and effectively advertise, market and promote Colossalbet as widely as possible in order to maximize the benefit to the parties and to abide by the guidelines of the Company as they may be brought forward from time to time and/or as being published online.

b) To use its reasonable endeavors to display the most up to date content on the Affiliate Site in a manner agreed by the Parties. The Affiliate shall not alter the form or operation of the Content without the Company's prior written consent.

c) To market and refer potential players to Colossalbet at its own cost and expense. The Affiliate will be solely responsible for the distribution, content and tone of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful (under applicable laws) and must be in accordance with the Agreement.

d) To use only the tracking link provided within the scope of the Affiliate Program, otherwise, no guarantee whatsoever can be given for proper registration and sales accounting by the Company.

e) To be wholly responsible for the development, operation, and maintenance of its Affiliate website(s) as well as for all material appearing on its Affiliate website(s).

f) That it will not perform any act which is libelous, discriminatory, obscene, unlawful or otherwise reasonably deemed inappropriate by the Company, or which contains sexually explicit, obscene or graphically violent materials.

g) That it will not actively target any person who is under the legal age for gambling or any other minimum age as determined by the Gaming Regulatory Authority.

h) That it will not actively target any jurisdiction where gambling and the promotion thereof is illegal.

i) That it will not generate traffic to Colossalbet by illegal or fraudulent activity, particularly but not limited to:

I. Sending spam or repeated mailings that could reasonably be deemed to be excessive.

II. Incorrect meta tags.

III. Registering as a player or making deposits directly or indirectly to any Affiliate Account through his/her tracker(s) for their own personal use and/or the use of its relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud.

j) That it will not present its Affiliate website in such a way that it might evoke any risk of confusion with the Company and/or convey the impression that the Affiliate Website of the contracting party is partly or fully originated with the Company.

k) Without prejudice to the marketing material as may be forwarded by the Company and/or made available online through the Affiliate Program, the Affiliate may not use Colossalbet or other terms, trademarks and other intellectual property rights that are vested in the Company unless the Company consents to such use in writing.

l) That it will 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 the Company's Trademarks or any other Brand belonging to the Company, 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 the Company's trademarks. The Affiliate shall not create pages falsely representing any Brand in any social media channels (including, but not limited to, Facebook, Google +, X (Twitter) etc.).

m) That it will not directly or indirectly offer any person or entity any incentive (including but not limited to money) to access the Site and use the Content on the Affiliate Site (e.g. by implementing any "rewards" program for persons or entities who use such content).

n) That it will not post or serve any advertisements or Content on any website not owned by the Affiliate using framing techniques including but not limited to pop-up/pop-under windows, or assist, authorize or encourage any third party to take any such action without the Company's prior written consent.

o) That it will not register more than one Affiliate account with the Program. Any exceptions must be confirmed in writing by the Company. Nor will it apply for a new Affiliate account if it previously had an account closed due to breach of the Agreement.

p) That it will not use any form of spam (including search engine spamming or spamdexing) or unsolicited mail in its attempts to refer New Customers to the Site.

q) That I will keep the Affiliate Site content compliant with any content and phrasing obligations and/or restrictions imposed on the Company by legal and/or regulatory requirements and/or third-party suppliers. In the event that the Affiliate, for any reason, does not have knowledge of such obligations, the Affiliate must update its Site within two (2) Working Days upon receipt of a notification from the Company pursuant to article 13.6 of this Agreement.

r) That it will not incentivise or indicate how sports betting arbitrage, "sure betting", "safe betting", "matched betting", bonus abuse or similar could be used at the Company and/or other betting options that statistically prevent the spirit of the Affiliate partnership from being profitable for both Parties.

s) That it will not use types of marketing and advertising that are likely to appeal particularly to those aged 17 or younger, including but not limited to cartoons, comic book images and child and youth oriented language.

t) That it will not use anyone who is or appears to be under the age of 25 when marketing and promoting the Brand and the Company's services.

u) That it will not post or serve any advertisements or content promoting the Company site in markets where it is prohibited to do so, including markets that are under reregulation.

v) That it will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves fraud, whether of customers or other commercial entities.

w) That the Affiliate Site shall not contain, or link to, any 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 (including but not limited to IP infringing websites).

x) That the Affiliate Site must provide information on responsible gambling using links directed to such companies' websites.

5.3. If the Company determines, at its sole discretion, the Affiliate has engaged in the activities specified above, the Company shall have the right to:

1. suspend any payments due to the Affiliate while the Company investigates any suspected breach, and/or;
2. alter the Reward Plan of the Affiliate and/or;
3. withhold payment of any Commission due to the Affiliate that has derived from the breach, and/or;
4. retain the Commission until the debt is settled or invoice the cost incurred by such breach and/or;
5. terminate the Agreement immediately.

If the investigation made by the Company leads to the conclusion that there is no breach, the Company shall pay the Affiliate all suspended or withheld payments.

The decision by the Company to pursue any of its rights or remedies under article 5.3 will be without prejudice to any other rights, remedies, legal actions or compensations available to the Company.

5.4. The Affiliate shall at all times comply with the provisions set forth in the federal Privacy Act 1988 (Cth of Australia) and the associated Privacy Principles and any other related/relevant legislation. The Affiliate shall inform users of the Affiliate Site via its privacy policy or other appropriate means that a tracking technology will be installed on the user's hard drive once the user clicks on the Content. The Affiliate shall provide users with the opportunity to reject the installation of such tracking technology.

5.5. All Colossalbet affiliates are required to refer a minimum of 5 Qualified Players within a three month period of joining the program. Should an Affiliate not reach this requirement the affiliate account may be closed at the discretion of the Company.

5.6. In the event the Affiliate wishes to place the Content on websites other than the Affiliate Site (including Sub-Affiliate's sites) or wishes to use a Sub-Affiliate, the Affiliate must first obtain the Company's written consent. The Affiliate (i) shall make the Agreement aware to the website owner and/or to the Sub-Affiliate before it enters into any arrangement with them for the purposes of this Agreement; (ii) shall ensure that the website owner and/or Sub-Affiliate complies with the terms of this Agreement; and (iii) shall be liable to the Company for the actions and/or omissions of the website owner and/or Sub-Affiliate in relation to this Agreement.

5.7. If the Affiliate sells its business, this Agreement is automatically transferred to the purchasing company ("Purchasing Company"). The Affiliate account purchased and transferred will remain on the existing Reward Plan that was in place at the time of the purchase. The Affiliate and/or Purchasing Company must inform the Company within 30 days of the purchase.

6. PAYMENT

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

For the avoidance of doubt, all payments shall be made inclusive of GST, if applicable, and the Affiliate is individually responsible for withholding tax, GST and any other fees which may apply based on its country of registration. Please refer to Clauses 6.7 and 6.8.

The Company retains the right to change the Commission percentage and method of calculation at its sole discretion in accordance with Clause 1.4.

6.2. The Company shall provide the Affiliate with statements accessible through its Affiliate Account, detailing the number of New Customers, New Depositing Customers, Qualified Players, Net Revenue and the Affiliate's Commission, if any, which have accrued to the Affiliate over the course of the calendar month. Such statements shall in principle be updated daily.

6.3.

At the beginning of each calendar month, the Company shall record the Affiliate's total Commission, if any, during the previous calendar month. If the Affiliate's Commission does not exceed 100 AUD, the Company shall be entitled to withhold and carry forward the Commission until the total accrued Commission exceeds 100 AUD.

6.4.

The Affiliate understands and accepts that the real-time data in the Technical Platform are merely approximate. 10 Working Days after the beginning of the following calendar month, a consolidated statement for the previous calendar month containing the aggregated and accurate data related to the Affiliate's Commission will be available via the Technical Platform.

6.5.

Any commission amount shown before the 10th Working Day of the month is subject to change due to possible delays in obtaining and uploading data from our 3rd Party suppliers to the Technical Platform, therefore, only the Commission amount shown after the 10th Working Day of the month shall be deemed final. If an Affiliate disputes this final Commission amount, they shall have a period of 3 (three) months from the month the commission amount in dispute is due to provide evidence of any suspected error. Disputes over Commission amounts older than 6 (six) months will not be entered into.

6.6. Payments shall be made by the 15th Working Day following the end of the month in which the Affiliate's Commission was earned. Due to existing regulations, Affiliates may be required for verification and Know Your Customer (KYC) documentation before a withdrawal can be accessed.

6.7. The Affiliate shall be exclusively responsible for the payment of all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity by the Affiliate as a result of the commission generated under this Agreement. The Company shall in no manner whatsoever be held liable for any amounts unpaid but found to be due by the Affiliate and the Affiliate hereby indemnifies the Company in that regard.

6.8. Affiliates registered for GST in Australia should invoice the Company after the 10th Working Day of the month following the month for which the Commission was earned. The Affiliate should invoice Ryman Racing Pty Ltd trading as Colossalbet, Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, Australia and include:

- Affiliate ID/Username and the month for which commission is due
- Net Commission amount in AUD (excluding GST)
- Australian GST at the applicable rate and in AUD
- Gross amount to pay in AUD
- ABN no: 53 644 755 171

6.9. The Affiliate is responsible for ensuring the accuracy of the payment details in its account and/or as specified on its invoices. Any payment(s) made via the payment details listed in the Affiliate Account will be considered as payment made by the Company. Any cost incurred by the Company resulting from 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 due to the Affiliate.

6.10. All invoice payments will be made in AUD via bank transfer and are processed by the Company's Finance Team. In some instances, another company may make the payment on behalf of Colossalbet.

6.11. If for any reason the Affiliate has been overpaid, the Company reserves, without prejudice to any other rights, the right to request that the Affiliate refunds the difference, or 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.

6.12. If for any reason the Affiliate has been underpaid, the Company reserves, without prejudice to any other rights, the right to add the corresponding amount of underpayment to the Affiliate's Commission in the following calendar month.

6.13. If an error is made in calculating the commission, the Company reserves the right to correct such a calculation at any time and will pay out underpayment or reclaim overpayment made to the Affiliate by the 8th day of the calendar month. If the payment has not been made to the Affiliate by the 8th day of the calendar month, the commission will be paid out in full during the next month only when the Affiliate has provided all necessary details to the Company.

6.14. If the Affiliate disagrees with the balance due as reported, it shall within a period of seven (7) days, send an email to the Company to accounts@colossalbet.com.au and indicate the reasons for the dispute. Failure to send an email within the prescribed time limit shall be deemed to be considered as an irrevocable acknowledgement of the balance due for the period indicated.

6.15. Acceptance of payment by the Affiliate shall be deemed to be full and final settlement of the balance due for the period indicated.

6.16. The Company may delay payment of any balance to the Affiliate for up to sixty (60) days, while it investigates and verifies that the relevant transactions comply with the provisions of the terms of the Agreement.

6.17. No payment shall be due when the traffic generated is illegal or contravenes any provision of the terms of the Agreement.

6.18. The Affiliate agrees to return all commissions received based on fraudulent or falsified transactions, plus all costs for legal causes or actions that may be brought against the Affiliate to the fullest extent of the law.

6.19. If the Affiliate is paid on a Revenue Share reward plan, it shall be entitled to receive Commission based on the financial performance of its referred New Customers. If the Affiliate is paid on a different type of reward plan, (including but not limited to Cost Per Acquisition), the Commission shall be specified in a separate agreement agreed upon by the Parties.

6.20. When calculating the Commission based on the Net Revenue, if an Affiliate's customers' activities result in a negative balance for the Affiliate, due to the customer winnings and/or bonuses etc., the said balance will be carried over to the next month, unless the Reward Plan has been adjusted to a no negative carryover

Reward Plan, which must be approved in writing by Colossalbet. In this instance, any negative Commission balance will be set to zero at the beginning of each month.

6.21. In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold CPA payments for customer accounts that are identified as bonus abuse, suspended, closed for fraud, self exclusion or for any other reasonable reason.

6.22. For the sake of clarity, the parties specifically agree that upon the termination of this Agreement by either party, the Affiliate shall no longer be entitled to receive any payment whatsoever from the Company, provided that payments already due (earned and unpaid commissions) shall be paid out.

6.23. The parties agree that if the Company takes a commercial decision to close the Affiliate Program (ie. for all Affiliates), the Affiliate shall no longer be entitled to receive any payment whatsoever from the Company, provided that payments already due (earned and unpaid commissions) shall be paid out.

6.24. At the sole discretion of the Company, the Affiliate may be given the opportunity to restructure its commission structure. In the event of a restructure, all the Affiliate's obligations assumed under the Agreement will still continue to apply to the Affiliate up until the termination of the Agreement and thereafter, in accordance with the terms contained in this Agreement.

6.25. Unless agreed in writing by the Company, any changes to an Affiliate's Reward Plan will only be applicable to New Customers and not previously referred customers.

6.26. The Company reserves the right to reduce the Affiliate's Commission/change the Reward Plan if:

1. the Affiliate substantially reduces its efforts to promote the Company;
2. the existing Reward Plan results in a financial loss to the Company, and/or;
3. the Affiliate does not generate a minimum of X New Depositing Customers in a period of X months, and/or;
4. in the event of legal/regulatory changes to a market. Any such changes will be communicated beforehand by email to the email address in the Affiliates' account within the Technical Platform.

6.27. The Affiliate must comply with the legal and regulatory requirements in its country of domicile; if it does not, it will not be entitled to receive any Commission based on the activities of its customers.

==BIG WINNER POLICY, RELEVANT WHEN ON A NO NEGATIVE CARRY OVER PLAN==

6.28. In the event that an Affiliate has a referral (defined as a FTD) that has won more than AUD 5,000 (a "Big Winner") in a single month which causes the Affiliates overall earnings to be negative, the negative will directly impact KPIs in the month they are acquired. In terms of this carry over, Colossalbet reserves the right to contact the Affiliate to provide them two options. The following points outline the two options*:

1. Permanently remove the Big Winner from the Affiliates channel allowing the Affiliate to earn from the remaining player base.
2. Keep the Big Winner in the channel (assigned to the Affiliate's traffic) 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 or if large enough overall.

** 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 Colossalbet by the Big Winner and all subsequent positive Net Win from the rest of the Affiliates player base will not be touched.*

Current criteria for determining our Big Winner policy are:

1. If in any given month a Qualified Player generates negative net gaming revenue of at least AUD 5,000, and the aggregate commission revenue in that month (for Colossalbet) for that Affiliate is negative, then such Player shall be deemed to be a Big Winner.
2. If both of the above criteria are met then the negative commission revenue generated by the Big Winner will be carried forward and offset against future commission revenue generated by that Big Winner.
3. The negative balance carried forward cannot be set-off against other player's positive commission revenue.
4. The negative balance carried forward cannot be greater than the total aggregate negative commission revenue for the affiliate for that month.
5. If there is more than one Big Winner, the negative balance carried forward will be split proportionally between them.
6. The negative balance of a Big Winner will be reduced by future positive commission-able revenue that they generate in subsequent months.
7. At the beginning of the following month, a report will be available on your Affiliate account listing all the qualifying Big Winner active on your account. The quarantined Big Winner will be segregated from all other Players and the negative Net Gaming Revenue carried forward will only be offset against positive Net Gaming Revenue from that Big Winner.

For example, if an Affiliate with a Net Gaming Revenue Share percentage at 30%, with 10 active Players in month 1 has 9 active Players in his account with a cumulative positive Net Gaming Revenue of AUD 1,000 and 1 active Player with a negative Net Gaming Revenue of AUD 5,000, then the quarantined Net Gaming Revenue carried forward to month 2 will be AUD 4,000 (or AUD 1,200 Net Gaming Revenue Share calculated as $4,000 \times 30\%$). AUD 0 is due to the Affiliate at the end of month 1.

Then in month 2, 9 out of 10 players have a positive cumulative Net Gaming Revenue of AUD 5,000 and the quarantined Big Winner has a positive Net Gaming Revenue of AUD 3,000 then the Net Gaming Revenue Share due to the Affiliate at month end is AUD 1,500 ($AUD 5,000 \text{ Net Gaming Revenue} \times \text{Net Gaming Revenue Share percentage of } 30\%$). The quarantined amount of negative Net Gaming Revenue carrying forward is AUD 1,000.

Then in month 3, 9 out of 10 players have a positive cumulative Net Gaming Revenue of AUD 5,000 and the quarantined Big Winner has a positive Net Gaming Revenue of AUD 3,000 then the Net Gaming Revenue Share due to the Affiliate at month end is AUD 2,100 ($AUD 5,000 \text{ Net Gaming Revenue} \times \text{Net Gaming Revenue Share percentage of } 30\%$) + (Big winner: $AUD 2,000 \text{ Net Gaming Revenue} \times \text{Net Gaming Revenue Share percentage of } 30\%$ made up of month net revenue AUD 3,000 less AUD 1,000 quarantined Net Gaming Revenue carrying over from Month 2). The quarantined amount of negative Net Gaming Revenue carrying forward is AUD 0.

==END OF BIG WINNER POLICY==

7. TERMINATION

7.1. This Agreement may be terminated by either party by giving a thirty (30) day written notification to the other party. Written notification may be given by email to accounts@colossalbet.com.au.

7.2. The contracting parties hereby agree that upon the termination of the Agreement:

a) The Affiliate must remove all references to Colossalbet from the Affiliate website and/or other marketing channels and communications, irrespective of whether the communications are commercial or non-commercial.

b) All rights and licenses granted to the Affiliate under the Agreement shall immediately terminate and all rights shall revert to the respective licensors, and the Affiliate will cease the use of any trademarks, service marks, logos and other designations vested in the Company.

c) The Affiliate will be entitled only to those earned and unpaid commissions as of the effective date of termination; however, the Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid

d) If the Agreement is terminated by the Company on the basis of the Affiliate's breach of the Clause 4.5.(b), the Company shall be entitled to withhold the Affiliate's earned but unpaid commissions as of the termination date as collateral for any claim arising from such a breach. It is further specified that termination by the Company due to a breach by the Affiliate of any of the clauses in the Agreement shall not require a notice period and such termination shall have an immediate effect upon notification by the Company to the Affiliate.

e) The Affiliate must return and/or delete original data items that hold any and all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody, and control to the Company.

f) The Affiliate will release the Company from all obligations and liabilities occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination. Termination will not relieve the Affiliate from any liability arising from any breach of the Agreement, which occurred prior to termination and/or to any liability arising from any breach of confidential information even if the breach arises at any time following the termination of the Agreement. The Affiliate's obligation of confidentiality towards the Company shall survive the termination of this Agreement.

7.3. The Affiliate shall feature and prominently display the most up-to-date links provided by the Company on all pages of the Affiliate's website in a manner and location agreed by the Company. The Affiliate shall not alter the form, location or operation of the links without the Company's prior written consent. The Affiliate is eligible to receive Commission based upon its continued promotion of Colossalbet's products. Where the affiliates suspends promotion of our sites, this will be deemed to represent its termination of this Agreement.

7.4 If the Affiliate account is inactive, the Company will terminate the account with the right to freeze the commission on the account. In this Clause, "inactive" means where the Affiliate has not registered new Real Money Players for one hundred and eighty (180) days or more. If the Affiliate Account is inactive, the Agreement and participation in the Affiliate Program will automatically terminate. Where automatic termination occurs, the Company will notify the Affiliate that its commission on its account will be frozen. If we do not receive any response from you within one hundred and eighty (180) days, any funds remaining within the Affiliate Account will revert to the Company.

7.5. The Affiliate agrees that its Site shall not resemble in any way the appearance and/or the general impression of the Company's website(s), nor will the Affiliate create the impression that the Affiliate Site is the Company's website(s), or any part thereof.

8. RELATIONSHIP OF PARTIES

8.1 The Company and the Affiliate are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise or employment relationship between the parties. The Affiliate will have no authority to make or accept any offers or representations on the Company's behalf. The Affiliate will not make any statement that contradicts this Agreement.

9. INDEMNITY

9.1 The Affiliate shall hold the Company, its directors, employees and representatives harmless from and indemnify against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with (a) any breach by the Affiliate of any warranty, representation or term contained in this Agreement, (b) the performance of the Affiliate's duties and obligations under this Agreement, (c) the Affiliate's negligence or (d) any injury caused directly or indirectly by the Affiliate's

negligent or intentional acts or omissions, or the unauthorised use of our banners and links or this Affiliate program.

10. DISCLAIMERS

10.1 The Company makes no express or implied warranties or representations with respect to the Affiliate program, about ourselves or the Referral Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Colossalbet affiliates system and the Colossalbet database, the database shall be deemed accurate.

11. LIMITATION OF LIABILITY

11.1 The Company will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliate Program, even if it has been advised of the possibility of such damages. Further, the Company's aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total Commission paid or payable to the Affiliate under this Agreement. Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. The Company's obligations under this Agreement do not constitute personal obligations of its directors, employees or shareholders. Any liability arising under this Agreement shall be satisfied solely from the Commission generated and is limited to direct damages.

12 INDEPENDENT INVESTIGATION

12.1. The Affiliate acknowledges that it has read this Agreement and agrees to all its Terms and Conditions. The Affiliate understands that the Company may at any time (directly or indirectly) agree a Reward Plan with competitors on terms that may differ from those contained in this Agreement. The Affiliate has taken an independent commercial decision to participate in the Affiliate Program and is not relying on any representation, guarantee, or statement other than as set out in this Agreement.

13. MISCELLANEOUS

13.1 Governing Law

The laws of New South Wales, Australia govern this Agreement. Any action relating to this Agreement must be brought in New South Wales, Australia and you irrevocably consent to the jurisdiction of its courts.

13.2 Assignability

The Affiliate may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

13.3 Non-Waiver

The Company's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. No modifications, additions, deletions or interlineations of this Agreement are permitted or will be recognised by the Company.

13.4 Remedies

Our rights and remedies hereunder shall not be mutually exclusive, that is to say that the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. You

acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, its being the intention of this provision to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

13.5 Severability/Waiver

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

13.6 Any notice given or made to the Company under the terms of this Agreement shall be sent via email to accounts@colossalbet.com.au and marked for the attention of the Affiliate Account Manager (or as otherwise notified by the Company). The Company shall send the Affiliate any notices given or made under the terms of this Agreement to the email address in the Affiliates' account within the Technical Platform. Any notice shall be deemed to have been received within 24 hours of delivery. If the receipt occurs before 9.00 a.m. AEST 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. AEST 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.

13.7 Where an Affiliate requests to opt-out of Marketing communications from the Company, there may be a delay of up to 48 hours for this request to be processed due to data transfer times.

14. Confidentiality

14.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or affiliates of the other party or of any member of the group of companies to which the other party belongs which is expressed to be confidential or which might reasonably be deemed to be confidential, except as permitted by clause 14.2.

14.2. Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14, and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

15. Regulatory

15.1. You acknowledge and agree that you are required to comply with license conditions and/or codes of practice issued by Regulators and applicable to us or you. By participating in the affiliate programme, you agree to carry out activities as if you were bound by the same license conditions and subject to the same codes of practice as us and that you will (without limitation):

(a) at all times throughout the Term, obtain, maintain and comply with all licenses, permissions, registrations, consents and/or authorisations you may require (including but not limited to any requirement to obtain an affiliate license from, or register with, a Regulator) in order to fulfill your obligations under the terms of this Agreement in accordance with all Applicable Law;

(b) comply and act in accordance with the following objectives:

(i) preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime; (ii) ensuring that gambling is conducted in a fair and open way; and (iii) protecting children and other vulnerable persons from being harmed or exploited by gambling. For the avoidance of doubt, you acknowledge that deriving revenue from websites that facilitate the infringement of a third party's Intellectual Property Rights, including (but not limited to) unlicensed streaming sites and file download sites, fall under (i) above;

(c) conform and adhere to Good Industry Practice and good business conduct in respect of the activities you carry out under the terms of this Agreement;

(d) provide us with any such information as we may reasonably require in order to enable us to comply with any information reporting and/or other obligations to any Regulator; and

(e) not advertise any Links or Brand Content on any website or other internet platform that also advertises any operator that accepts business from any regulated jurisdiction without an appropriate license.

(f) ensure that any free-to-play content available on or via the Affiliate Site or any ability to place any form of wager (whether or not real money, free bet or bonus or otherwise) is subject to User age verification and only available to 18+ (or the minimum age in the relevant jurisdiction).

15.2. You will not place any Links and/or Brand Content on pages of the Affiliate Site which are directed at, or are likely to be of particular appeal to, anyone under the age of 18 years (or alternatively the age where they can lawfully participate in betting and/or gaming activities).

15.3. If you wish to place the Links or Brand Content on any medium other than the Affiliate Site, you must first obtain our written consent (which will be provided at our sole discretion).

15.4. We have the right to monitor the Affiliate Site to ensure you are complying with the terms of this Agreement and you shall provide us with all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.

15.5. If we discover that your use of any Link or Brand Content is not in compliance with the terms of this Agreement, we will be entitled to take such measures necessary to render the Links inoperative and this will constitute a breach of this Agreement entitling us to immediately terminate this Agreement in accordance with clause 4.10. Where instructed to do so by us, you shall immediately remove any Link or Brand Content from the Affiliate Site.

15.6. You are not, in any circumstances whatsoever, permitted to target the Links or the Brand Content to any person or entity located in an Excluded Territory.

IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK THE SITE REGARDING ANY CHANGES TO THE LIST OF EXCLUDED TERRITORIES (WHERE PUBLISHED).

We shall not provide you with any legal or other advice in relation to Excluded Territories and it is your responsibility to take your own legal advice in any jurisdiction you target.

15.7. You warrant and represent to us that you will at all times provide services under this Agreement (including your use of the Links and Brand Content) in accordance with all Applicable Law.

APPENDIX A - COLOSSALBET AFFILIATES' ADVERTISING REQUIREMENTS

This Appendix A outlines how the Company's Affiliates can promote Company's Brands effectively and lawfully. For the avoidance of doubt, it is the responsibility of each Affiliate to ensure that it is compliant with all advertising guidelines and legislation around the promotion of online gaming in the relevant jurisdiction. Any transgressions will constitute a breach of the Affiliate's contractual obligations and lead to the suspension and possible termination of the Affiliate account with the Program. Any enquiries regarding the Affiliate's obligations under the Agreement, or under the relevant legal and/or regulatory requirements in the jurisdiction where the Affiliate is located should be referred to the Affiliate Account Manager or emailed to: accounts@colossalbet.com.au

1. Content

Affiliates can only use approved Content provided by the Company and located in the Media Gallery via its Program. The Affiliate MUST NOT alter the appearance, design and content of the approved marketing material unless it obtains written authorisation from the Company. If Affiliates use content that has not been provided and/or approved by the Company, it MUST be approved by their Affiliate Manager in writing prior to being published. If Affiliates are found to be using any Content promoting our Brands that has not been approved in writing by an Affiliate Manager, this may lead to the suspension and/or termination of your Affiliate account.

2. Customer Offers

It is prohibited to advertise any offer of an inducement to participate in any gambling activity, including an inducement to bet more frequently and/or to open a betting account. This includes any inducement offered with a disclaimer that the offer is not available in any State or Territory of Australia

An inducement is defined as the offer of a credit, voucher, reward or other benefit; the offer of a gambling product, or the offer of a condition or other aspect of a gambling product, that includes additional benefits or enhancements.

Material is considered as "published / advertised" if it is disseminated or accessible to the public or a section of the public and will be considered as "published / advertised" if it is accessible to the "world at large" and capable of being accessed by people in New South Wales.

Where an advertisement facilitates the dissemination of information to a person who does not hold a betting account with the betting service provider, it will be considered a publication to the 'world at large'.

While this is not an exhaustive list, examples of prohibited advertising are:

- Offers of free or bonus bets e.g. "Deposit \$50 now and bet with \$200"
- Offers of refunds (whether as a bonus bet or cash) e.g. "Bonus Back if your horse runs 2nd or 3rd", "If your team leads at half time and loses, we'll refund half your bet"
- Offering an inducement through a third party e.g. a website publishes a bonus bet offer to members of the website that are not members of the betting service provider
- Offering an inducement through a third party on social media e.g. a comment on a post on Facebook that communicates an offer for the betting service provider "Bet now and get \$500 free – new deposits receive a deposit match up to \$500"
- First bet refunds, including first bets on particular races/sports e.g. "First bet refund on tonight's dogs"
- Reward points for bets placed or for opening an account e.g. "5,000 bonus rewards points – redeem as a \$100 bonus bet"
- Special additional odds or increased winnings for a limited period, specific race or match or a minimum bet amount e.g. "Price Push on Race 3 this Saturday at Randwick", "Unlimited Boosts on races every Saturday from 11am to 2pm", "50% better odds this weekend if you bet \$50 or more" "Double your winnings on Souths v Sharks this weekend" "Doubled winnings on every NRL match this weekend when you place a bet on Thursday", "Runner Uplift on Race 3 N9 at Randwick this Saturday".
- Free bonus bet plus e.g. "Deposit \$50 and receive \$120 PLUS a bonus \$200 in bets if team/horse wins. T&Cs apply. Excludes NSW, WA, SA and VIC"

- The advertising of 'cash out' features or similar available during contingency e.g. "Cash out at any point during each race this weekend at Randwick" "Early cash out available at any time during all NRL matches.

The prohibitions against advertising inducements are not intended to be enforced in relation to advertisements published or communicated on platforms which predominantly provide racing content, and/or have the overriding purpose of providing racing content, due to the strong link between wagering and racing (i.e. those who take an interest in racing do so to wager).

Advertising on "racing-only" sites / platforms that won't offend:

- an advertisement that includes an inducement has been published or communicated in NSW, and
- the inducement advertised is only available for a bet placed on a racing event and not to a bet placed on any other sport or fixture³, and
- the advertisement has been published or communicated on a platform which predominantly provides racing content and/or has the overriding purpose of providing racing content (that is, dedicated racing television channels, websites, written publications or radio stations and within the boundaries of racetracks), and
- the advertisement has been published or communicated on the part of the platform that exclusively contains racing-related content.

Examples of advertising that won't offend on either sports or racing-only sites are:

- Advertising of a base service or generic corporate branding e.g. "Bet with Lucky Betting Club today"
- Advertising of non-betting service products offered by the betting service provider e.g. "We show every race live – Click here to follow the action"².
- Current odds or markets being offered, including best price e.g. "Best Odds on State of Origin"
- Basic information about the pricing and odds characteristics of wagering products e.g. "\$2.50 for James Tedesco to score the first try in the NRL Grand Final" "NSW \$1.50 to win the first State of Origin game".
- Live streaming of sports or racing events e.g. "Watch and Bet with Colossalbet".
- Special odds or increased winnings which apply to a whole sport, or round of sport, and allow a customer to bet at all times e.g. "Increased returns on multi bets with 3 or more legs" "50% better odds on all NRL matches this weekend".
- Markets where a customer automatically wins if specific criteria are met e.g. "If your team is ahead by 12 points at any time, we'll pay out your bet" "If your team is ahead at half-time, you win!".
- Maximum bets on ordinary odds or pricing e.g. "\$20 for Cameron Smith to score 12 points or more against Manly. Maximum bet \$50".
- Terms and conditions of wagering products, frequently asked questions and/or how-to guides that give information about how products work but are not used for promotional purposes or do not otherwise seek to promote the availability or use of product e.g. information on a betting service provider's website explaining how a same game multi, quinella, trifecta or "justice" refund work.

The Content provided by the Company via the Media Gallery will always be compliant with the above requirements.

3. Tipsters

Any Affiliate Site or social media page which publishes betting tips or hosts challenges/competitions encouraging others to do so:

- must make it clear that any subsequent betting activity is done at the customer's own risk;
- must never imply that success is guaranteed;
- must provide tips in a responsible, fair and transparent manner;
- must not encourage individuals to re-invest winnings and;
- must not provide inaccurate or misleading information about betting tips and the success of them.

Affiliates must never falsify betting results or manipulate images to suggest that results were more favourable than they were. Any Affiliate that is found to have misrepresented betting results by engaging in misleading and deceptive conduct will have its Affiliate account terminated immediately.

4. Email Marketing

Affiliates are not permitted to engage in any email marketing activities on behalf of the Company towards individuals based in Australia without the explicit written consent of their Affiliate Account Manager. Consent will only be given where the Affiliate can provide evidence of how the email database has been sourced, with a clearly defined double opt-in process to prove that they are existing Colossalbet account holders and have provided consent to receive gambling related email communications. For the avoidance of doubt it is the responsibility of the Affiliate to establish that each email recipient has provided consent to receive marketing material.

In addition:

- The Affiliate must provide a preview of the actual email you are planning to send and gain permission from their Affiliate Account Manager before it is sent.
- Emails should never appear as if they have been sent by any of the Company's Brands and Brand names must not appear in the 'From' field.
- It must be clear in the email that any potential complaint made as a result of this communication should be addressed directly to the Affiliate, and not to any of the Company's Brands. The Company will not reply to such complaints.
- An unsubscribe link must be included in every email. The Company shall ask the Affiliate to provide examples of the unsubscribe process.

Any Affiliate found to be carrying out any email marketing activities without consent, or in breach of the restrictions above, will have its Affiliate account terminated.

5. Social Media

Within Australia, approved affiliates are allowed to promote our brand on their Facebook groups / pages and click directly through to our site. Affiliates will need to obtain approval for any posts promoting something other than the brand to ensure it is compliant in addition to the requirements set out in Customer Offers above. The aforementioned guidelines on Content and Customer Offers are also applicable to social media posts.

In addition, Facebook, Twitter and other social media have their own guidelines and policies regarding the advertising of gambling products and the Affiliates must comply with such guidelines and policies. For example, if promoting gambling through a Twitter, Facebook or any other social media handle, an 18+ statement (or 21+ in some jurisdictions) must be included in the Affiliate's page bio and any relevant agreements/addendums between the Affiliate and the social media companies must be concluded and signed. Affiliates are to ensure that these requirements are also observed and no compliance could lead suspension or termination of the Affiliates account.

6. Media Buying

Affiliates are not permitted to engage in any media buying promoting the Company's Brands through advertising exchanges, programmatic networks, etc without prior written consent from their Affiliate Account Manager. We will require 100% visibility on this activity so that we can ensure our Brands are being promoted in a compliant manner, in line with specific Country regulations and restrictions.

7. Pay-Per-Click Campaigns

Affiliates wishing to run Pay-Per-Click (PPC) campaigns:

- must not use the Brand names in display URLs or ad copy;
- must not bid on the Brand names or trademarks, or misspellings thereof;
- must link to the Affiliate Site and not the Brand site;
- must add the Brand keywords to the phrase match negative keywords list on their accounts.

8. Live Streaming

The Company holds a Watch & Bet live streaming licence. Affiliates are not permitted to advertise the service as a pure streaming service without a connected message relating to betting. For example, 'Watch and Bet with Colossalbet (funded account required)'

Furthermore, Affiliates are not allowed to mention the word 'Free' in any of their advertisements relating to live streaming. In addition, La Liga and Australian Open Tennis must not be advertised without reference to another league or sport, i.e. 'Watch and bet on La Liga, Serie A and Ligue 1 here (funded account required).'

Finally, Affiliates are not allowed to suggest Colossalbet's live streaming service is a substitute to coverage available on 'TV', a 'Digital Game Pass' or anything relating to live streaming alternatives.
eg "Don't have BT subscription? Watch the Live stream on Colossalbet instead" – would be unacceptable.

In summary, Affiliates:

- Must ALWAYS include the word bet (local language accepted) in every sentence when referring to watching or live streaming; and
- Must NEVER include the words free, or anything relating to live streaming alternatives (Game Pass, broadcaster, and the like).

Any Affiliate found to be in violation of the above may have its Affiliate account suspended and/or terminated.

APPENDIX B - COLOSSALBET AFFILIATES' REGULATORY REQUIREMENTS

Links

1.1 Throughout the Term, you shall prominently incorporate and continuously display on the Affiliate Site the most up to date Links and Brand Content provided to you by us in a manner and location agreed between you and us. In particular you shall:

(a) not alter or remove any promotional terms and conditions which have been included in any Link;

(b) not affect the means by which a User may access such promotional terms and conditions from the Links, including the requirement that significant conditions are accessible on the same page where possible and, if not, within a single 'click' of the Link on any linked landing and/or sign-up Sites;

(c) continually test and ensure that any Link provided to you is working accurately and links to the relevant full promotional terms and conditions; and

(d) where we update the Links, remove the old Links from the Affiliate Site within 48 hours of notification and only use such updated Links.

(e) will update the Content appearing on the Affiliate Websites within 48 hours' following Colossalbet's request to update such content due to it no longer being up to date.

1.2. You agree to give us your reasonable assistance in respect of the display, access to, transmission and maintenance of the Links.

1.3. You must only use Links provided by us, or pre-approved by us in writing, to promote the Brand and provide services to us under this Agreement. You are not permitted to create and/or distribute any marketing materials containing any Brand Content without our prior written approval.

1.4. You agree to comply in full with any instructions, guidelines, notices or updates issued by us from time to time in relation to the use of our Brand Content and/or the operation of Links.

1.5. You will not place Links and Brand Content on any website or otherwise online on any site that streams or otherwise makes available content to visitors without appropriate licences from rights holders.

Regulatory

1.6. You acknowledge and agree that you are required to comply with licence conditions and/or codes of practice issued by Regulators and applicable to us or you. By participating in the affiliate programme, you agree to carry out activities as if you were bound by the same licence conditions and subject to the same codes of practice as us and that you will (without limitation):

(a) at all times throughout the Term, obtain, maintain and comply with all licences, permissions, registrations, consents and/or authorisations you may require (including but not limited to any requirement to obtain an affiliate licence from, or register with, a Regulator) in order to fulfil your obligations under the terms of this Agreement in accordance with all Applicable Law;

(b) comply and act in accordance with the following objectives: (i) preventing gambling from being a source of crime or disorder, being associated with crime or disorder or being used to support crime; (ii) ensuring that gambling is conducted in a fair and open way; and (iii) protecting children and other vulnerable persons from being harmed or exploited by gambling. For the avoidance of doubt, you acknowledge that deriving revenue from websites that facilitate the infringement of a third party's Intellectual Property Rights, including (but not limited to) unlicensed streaming sites and file download sites, fall under (i) above;

(c) conform and adhere to Good Industry Practice and good business conduct in respect of the activities you carry out under the terms of this Agreement;

(d) provide us with any such information as we may reasonably require in order to enable us to comply with any information reporting and/or other obligations to any Regulator;and

(e) not advertise any Links or Brand Content on any website or other internet platform that also advertises any operator that accepts business from any regulated jurisdiction without an appropriate licence.

(f) ensure that any free-to-play content available on or via the Affiliate Site or any ability to place any form of wager (whether or not real money, free bet or bonus or otherwise) is subject to User age verification and only available to 18+ (or the minimum age in the relevant jurisdiction).

1.7. You will not place any Links and/or Brand Content on pages of the Affiliate Site which are directed at, or are likely to be of particular appeal to, anyone under the age of 18 years (or alternatively the age where they can lawfully participate in betting and/or gaming activities).

1.8. If you wish to place the Links or Brand Content on any medium other than the Affiliate Site, you must first obtain our written consent (which will be provided at our sole discretion).

1.9. We have the right to monitor the Affiliate Site to ensure you are complying with the terms of this Agreement and you shall provide us with all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.

1.10. If we discover that your use of any Link or Brand Content is not in compliance with the terms of this Agreement, we will be entitled to take such measures necessary to render the Links inoperative and this will constitute a breach of this Agreement entitling us to immediately terminate this Agreement in accordance with clause 4.5. Where instructed to do so by us, you shall immediately remove any Link or Brand Content from the Affiliate Site.

1.11. You are not, in any circumstances whatsoever, permitted to target the Links or the Brand Content to any person or entity located in an Excluded Territory.

IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK THE SITE REGARDING ANY CHANGES TO THE LIST OF EXCLUDED TERRITORIES (WHERE PUBLISHED).

We shall not provide you with any legal or other advice in relation to Excluded Territories and it is your responsibility to take your own legal advice in any jurisdiction you target.

1.12. You warrant and represent to us that you will at all times provide services under this Agreement (including your use of the Links and Brand Content) in accordance with all Applicable Law.

Brand Protection

1.14. You must not:

(a) register any domain name or mobile app with a name, logo or appearance that includes any of the Company's trademarks or trade or other brand name operated by us or is, in our sole discretion, determined to infringe our Intellectual Property Rights or be confusingly similar to ours trademarks, brands or logos.

(b) purchase or register keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are identical or similar to any of the Company's trademarks or trade or other brand names from time to time including the Brand;

(c) include metatag keywords on the Affiliate Site; or

(d) (except as expressly permitted in this Agreement) otherwise use marks, terms or images, in each case, which are identical or similar to any of our trademarks or trade or other brand names operated by us or a member of the Company from time to time.

1.15. You warrant and represent that you shall not, nor shall you authorise, allow, assist, or encourage any third party to:

(a) directly or indirectly offer any person or entity any consideration or incentive for using the Links to access the Site;

(b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person;

(c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Site;

(d) engage in transactions of any kind on the Site on behalf of any third party;

(e) take any action that could reasonably cause any User and/or Customer confusion as to our relationship with you, or as to the Site on which any functions or transactions are occurring;

(f) other than providing the Links in accordance with this Agreement (including the IO), post or serve any advertisements or promotional content promoting the Site or the Brand;

(g) post or serve any advertisements or promotional content promoting the Site or Brand otherwise around or in conjunction with the display of the Site including, but not limited to, any pop-up windows or pop-under windows or "framing" technique or technology;

(h) attempt to artificially increase monies payable to you by us;

(i) cause the Site (or any page thereof) to open in a User's browser other than as a result of the User clicking on a Link;

(j) attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on any website that participates in our affiliate programme;

(k) use the Links and/or any Brand Content (including banners, campaigns and promotional material) alongside, in conjunction or in connection with, any inappropriate content (including, without limitation, defamatory or libellous content, lewd, pornographic, obscene or explicit content, pirated content, content that infringes any Intellectual Property Rights, or content which could incite religious hatred or prejudice) and on peer to peer file sharing sites or bit torrents. You shall immediately remove or procure the removal of any Brand graphics, Brand banner advertisements, the Links or Brand Content following notification from us;

(l) purchase or register keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are aimed at self-excluded and/or vulnerable persons, including (but not limited to) "self-excluded" or "GAMSTOP";

(m) directly or indirectly engage in benefit from any act or traffic that involves any Prohibited Activity;

(n) directly or indirectly post, serve, distribute or redirect any advertisements or promotional content promoting or otherwise advertising or marketing the Site (including, without limitation, banners, campaigns and promotional material) to any person or entity located in the Excluded Territories;

(o) target the Affiliate Site or any Links to any person or entity located in the Excluded Territories;

(p) engage any Third Party Promoter without our agreement pursuant to clause 1.18;

(q) directly or indirectly allow a Third Party Promoter to breach any of the terms and conditions set out in this Agreement;

(r) refer yourself as a Customer via the Affiliate Site or any other site linked to the Affiliate Account; or

1.16. If we determine, in our sole discretion, that you have engaged in any of the activities set out in clause 1.12 and/or 1.13, we may (without limiting any other rights or remedies available to us) void and/or withhold any monies otherwise payable to you under this Agreement gained through such breach and/or terminate this Agreement under clause 4.5.

1.17. Where we make a determination under clause 1.14 above, you will co-operate and execute all documents and do all things necessary to assist in the transfer of any domain name or other registration to us at your own cost.

Use of Third Parties

1.18. If agreed by us in the IO or from time to time, and at all times subject to this Agreement, you may use affiliate networks, social influencers or other third party marketing channels ("Third Party Promoter") to promote the Links. We reserve the right to revoke any such agreement given in respect of a Third Party Promoter at any time.

1.19. The appointment of a Third Party Promoter shall not relieve you from any of the obligations under this Agreement, and you shall be fully responsible for the acts and omissions of any Third Party Promoter as if it was your own act or omission.

1.20. Without prejudice to any other rights and remedies we may have, we shall be under no obligation to accept or pay any Net Revenue derived by a Third Party Promoter if it is not accrued in accordance with the terms and conditions of this Agreement.

1.21. It is your responsibility to make payments to any Third Party Promoter. You agree to indemnify us in full and hold us harmless from any claim made by a Third Party Promoter against us in respect of this Agreement.

Marketing to User

1.22. Unless otherwise agreed by us, you are not permitted to send any form of direct marketing containing any Links or any Brand Content, including but not limited to, email, SMS, text message or push notifications. For the avoidance of doubt, your use of any Links and/or Brand Content must be pre-approved by us in writing before distribution as set out in clause 1.3 of this Agreement.

1.23. In the event we permit you to send direct marketing containing any Links or Brand Content, you agree that you will have all appropriate consents to send direct marketing and that you will not send any direct marketing to any individual identified as being a self-excluded person.

1.24. Where we make available to you, whether through an API or otherwise, a mechanism to check any direct marketing list against our suppression list (a list of individuals to whom you should not send marketing on our behalf), you agree that you will only send direct marketing with our consent and only after your direct marketing list has been amended appropriately to remove self-excluded or opted-out individuals.

Use of the API

1.25. Where you use our API, you shall:

(a) use the API in accordance with all manuals and guidelines issued by us from time to time;

(b) comply in full with all directions and instructions issued by us in relation to the API;

(c) not (and not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API in whole or in part;

(d) not access, store, distribute or transmit any Viruses;

(e) keep all information relating to the API (including any keys and/or access codes) confidential (and such information shall be deemed confidential information for the purposes of clause 14); and

(f) not provide access to the API to any third party without our prior written consent.

1.26. You may email accounts@colossalbet.com.au should you have any queries regarding your Obligations.

1.27. You shall not share the login details to the Affiliate Account with any third party.

Social Media

1.28. Any use by you of social media shall be in accordance with any guidance we may publish on Colossalbet from time to time.

1.29. Use of "influencers" or other individuals with large social media followings who provide marketing services for reward in order to advertise the Brand shall be subject to our prior written approval and shall be individuals over the age of 18. Any "influencer" or other similar person shall not be any person whose social media profile, in our reasonable opinion, attracts persons below the legal age for gambling in the targeted jurisdiction.