Gentoo Media – Master Affiliate Terms and Conditions

These Affiliate Terms and Conditions ("Terms") govern all digital marketing, affiliate advertising, and related services provided by Gentoo Media to the advertiser, partner, or network ("Advertiser") identified in an executed Advertising Order, Insertion Order, or any other commercial agreement (each an "Advertising Order" or "AO").

1. Contracting Entities and Scope

By executing an Advertising Order (AO), the Advertiser enters into these Terms with Gentoo Media collectively, comprising all of its operating entities: Innovation Labs Limited (Malta, C44130), AskGamblers Limited (Malta, C102247), Rebel Penguin ApS (Denmark, 33375255), Kafe Rocks Limited (Malta, C84901), Time2Play Media Ltd. (Malta, C95799), and Innovation Labs Brazil Ltda. (Brazil, 58.660.927/0001–38) (together, "Gentoo").

2. Incorporation, Binding Authority, and Order of Precedence

- **Incorporation by Reference:** These Terms are deemed incorporated into, and form an integral part of, every AO entered into between Gentoo and the Advertiser. Execution of an AO's constitutes full and unequivocal acceptance of these Terms.
- **Order of Precedence & Retroactive Coverage:** In the event of any conflict between these Terms and any AO, these Terms take absolute precedence and invalidate any unilateral terms, policies, or purchase orders issued by the Advertiser, unless an AO specifically cites the exact section to be amended and is signed by an authorized Gentoo director. These Terms retroactively govern all commercial services, referred traffic, and registered players prior to the execution of the latest AO.

3. Term and Termination Framework

- **Commencement:** These Terms shall apply continuously from the date of the first Advertising Order and remain in full force until lawfully terminated.
- **Termination for Convenience:** Either Party may terminate an active AO for convenience by providing thirty (30) days' written notice to the other Party.
- **Termination for Cause:** Either Party may terminate immediately upon written notice if:
  1. The other Party commits a material breach and fails to remedy such breach within fourteen (14) days of receiving written notice;
  2. The other Party becomes subject to insolvency, bankruptcy, winding up, or restructuring proceedings; or
  3. The Advertiser fails to pay any undisputed sum due within fourteen (14) days of receiving notice of default.
- **Termination by Gentoo for Regulatory or Compliance Breach:** Gentoo reserves the right to immediately suspend traffic delivery or terminate with written notice if:
  1. The Advertiser loses, fails to renew, or has suspended any necessary license and/or approval
  2. A force majeure event prevents performance for more than fourteen (14) days; or
  3. The Advertiser fails to provide required Know Your Customer (KYC) documentation within the prescribed time limits.
- **Post-Termination Accruals and Survival:** Termination of any Advertising Order shall not affect: (a) fees

already earned or accrued up to the effective termination date; (b) the survival of Sections 4, 5, 6, 8, 9, and 10; or (c) Gentoo's permanent entitlement to Lifetime Revenue Share for all previously referred players.

4. Invoicing, Payment Integrity, and Debt Recovery

- **Payment Terms & Verification:** Invoices must be settled within thirty (30) calendar days of the invoice date from a bank account in the Advertiser's legal name. Remittances from third parties or accounts in FATF, EU, or FIAU-blacklisted or high-risk jurisdictions will be rejected, leaving the underlying debt outstanding.
- **Late Interest & Suspension:** Gentoo reserves the right to charge maximum legal commercial interest under Maltese law plus recovery costs on overdue amounts, and may suspend campaigns and redirect traffic if payment is overdue by more than fourteen (14) days following demand.
- **Taxes:** All prices, fees, and commissions are exclusive of VAT, sales taxes, or any applicable duties, which shall be charged and added to the invoice where required by law.

5. Calculation of Fees, Lifetime Revenue Share, and Audit Protections

- **Lifetime Revenue Share:** Where compensation is structured as Revenue Share (or hybrid), the agreed percentage applies to the Net Gaming Revenue (NGR) generated by every customer referred by Gentoo. This entitlement is fixed and irrevocable for the entire lifetime of the player account, regardless of agreement expiration, termination of individual AO's, player inactivity, account dormancy, or operator restructuring.
- **Prohibition of Negative Carryover:** Negative net revenue balances in any given calendar month shall be reset to zero at the beginning of the subsequent month. No negative carryover or high-roller retention mechanisms shall be applied against Gentoo's earnings unless explicitly consented to in writing.
- **Prohibition of Brand Bundling:** The Advertiser is strictly prohibited from practicing "brand bundling", defined as offsetting or netting negative balances or earnings from one brand, website, or product against positive earnings from another. Each brand shall be accounted for and invoiced on an independent, ring-fenced basis.
- **Regulation of Deductible Fees:** No administrative fees, software platform fees, payment processing charges, or promotional bonus costs may be deducted from gross gaming revenue unless explicitly identified and agreed upon in the signed Advertising Order. Where permitted, deductions must be calculated strictly from Gross Gaming Revenue (GGR) and never against Gentoo's net commission payout. Any modification to deduction models requires prior written consent.
- **Attribution Protection:** Referred players may not be un-tagged, reassigned, migrated, or excluded from Gentoo's affiliate account without express written authorization.

6. Compliance,, KYC, and Group Guarantee

- **Mandatory Due Diligence & KYC:** The Advertiser agrees to complete Gentoo's KYC onboarding checks prior to campaign launch and periodically thereafter. Complete and accurate documentation (including certificate of incorporation, register of directors, register of ultimate beneficial owners, and gambling licenses) must be provided within four (4) weeks of any written request. Failure to deliver

documentation within this period constitutes an irremediable material breach giving Gentoo the right to immediately terminate the service as per Clause 4.

- **Regulatory Licences and Sanctions Warranties:** The Advertiser represents, warrants, and covenants that it holds all the necessary licenses or approvals to carry out its operations. Neither the Advertiser nor any of its ultimate beneficial owners, directors, or senior managers are Politically Exposed Persons (PEPs) or subject to sanctions administered by the European Union, United Nations, or national authorities.The Advertiser shall indemnify, defend, and hold harmless Gentoo from and against any and all regulatory fines, administrative financial penalties, sanctions, third-party claims, liabilities, losses, and legal costs arising directly or indirectly from: (a) any breach of this Agreement by the Advertiser; (b) the Advertiser operating without valid regulatory licenses or approvals; or (c) any non-compliance with applicable laws.
- **Operational Scope:** The Advertiser confirms that it enters into this Agreement and every AO both on its own behalf and as the authorized representative for every operating entity, domain, website, or brand promoted under any campaign. The Advertiser accepts liability for the full settlement of all fees, commissions, and charges incurred in connection with all promoted brands and domains, irrespective of the underlying corporate ownership, licensing setup, or operating structure of the promoted sites

7. Intellectual Property Rights and Marketing Standards

- **Ownership of Gentoo Assets:** All proprietary technology, media platforms, website content, software, search optimization assets, tracking codes, and intellectual property developed or utilized by Gentoo ("Gentoo IPR") remain the exclusive property of Gentoo.
- **License to Advertiser Marks:** The Advertiser grants Gentoo a non-exclusive, worldwide, royalty-free license to display its trademarks, trade names, service marks, and creative assets solely for performing the promotional activities specified in the applicable Advertising Order.
- **IP & Regulatory Indemnity:** The Advertiser warrants that all supplied branding, visual assets, and target landing pages comply with applicable laws and do not infringe any third-party intellectual property rights. The Advertiser agrees to indemnify, defend, and hold harmless Gentoo from any third-party claims, regulatory fines, or legal expenses resulting from a breach of this section.

8. Limitation of Liability and Capping of Damages

- **Consequential Damages:** Neither Party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including loss of anticipated profit, loss of business opportunity, loss of data, or goodwill, arising out of or related to these Terms or any Advertising Order.
- **Limitation of Liability:** The maximum aggregate liability of either Party arising out of or relating to any Advertising Order or these Terms, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid or payable by the Advertiser under the applicable Advertising Order in the twelve (12) month period immediately preceding the event giving rise to liability.
- **Exceptions:** The liability limitations set forth above shall not apply to: (a) the Advertiser's obligation to pay accrued fees; (b) indemnification obligations under Sections 6 and 7; (c) breach of Section 9 (Confidentiality); or (d) liabilities resulting from fraud, gross negligence, or willful misconduct.

9. Confidentiality and Data Protection

- **Non-Disclosure:** Each Party agrees to protect the confidential and proprietary information of the

other Party with the same degree of care it uses for its own confidential assets (and not less than reasonable care). Confidential information shall be used solely to perform obligations under the Agreement and shall not be disclosed to third parties without prior written consent. This obligation survives termination for three (3) years.

- **Data Protection Compliance:** Both Parties warrant compliance with the EU General Data Protection Regulation (Regulation (EU) 2016/679 - GDPR), the Maltese Data Protection Act (Cap. 586 of the Laws of Malta), and applicable data privacy statutes. No personal data will be processed outside lawful parameters.

11. General

- **Governing Law & Jurisdiction:** These Terms, all Advertising Orders, and any dispute or controversy arising out of or in connection with them shall be governed by, and construed in accordance with, the Laws of Malta. The Courts of Malta shall have competent jurisdiction.
- **Amendments:** Gentoo may implement routine administrative updates to these online Terms by publishing revised terms on this URL with an updated effective date. The Advertiser may not unilaterally make material alterations impacting commercial commission rates or payout mechanisms, and any such alterations require mutual written confirmation.
- **Assignment:** The Advertiser may not assign or transfer any rights or obligations without the prior written consent of Gentoo. Gentoo may assign, novate, or transfer its rights and obligations to any company within the Gentoo Media corporate group without restriction.
- **Severability:** If any provision of these Terms is deemed invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, and the validity and enforceability of the remaining provisions shall remain unaffected.
- **Formal Notices:** Formal legal notices must be delivered in writing to Gentoo Media at: **legal@g2m.com**.