

**GENERAL BUSINESS TERMS AND CONDITIONS OF THE AFFILIATE PROGRAM OF
FORTUNA GAME A.S.**

1. INTRODUCTORY PROVISIONS

1.1 FORTUNA GAME a.s., a company having its registered office in Prague 1, Nové Město, Na Florenci 2116/15, Zip Code 110 00, Czech Republic, Identification Number: 430 03 575, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 944 (hereinafter referred to as "**FORTUNA**") operates games of chance in the Czech Republic pursuant to Act no. 186/2016 Coll., on Games of Chance, as amended (hereinafter referred to as the "**Act**"), and on the basis of individual licenses issued by the Ministry of Finance of the Czech Republic according to the approved game regulations, whose current versions are available on the website www.ifortuna.cz.

1.2 On the basis of licenses issued by the Ministry of Finance of the Czech Republic, FORTUNA operates games of chance both over the public network Internet and through the branches of a betting shop, whilst only natural persons over 18 years of age may participate in the selected games of chance who were duly registered with FORTUNA in accordance with the applicable game regulations and the Act, i.e. they concluded a contract with FORTUNA and met the other conditions stipulated by the Act and the applicable game regulations. Games of chance operated over the public network Internet may be placed by bettors via computer application placed on FORTUNA's website www.ifortuna.cz.

1.3 Affiliate is a natural or legal person doing business (hereinafter the "**Affiliate**") who or which operates or administers one or more websites in his/its own name and has the full right to handle such website in full (hereinafter referred to as the "**Affiliate Website**") where the Affiliate wishes to promote the FORTUNA's website in accordance with and subject to conditions laid down in these General Business Terms and Conditions of the Affiliate Program of FORTUNA GAME a.s. (hereinafter referred to as the "**Terms and Conditions**").

1.4 The purpose of cooperation of FORTUNA and the Affiliate hereunder is FORTUNA's interest in marketing promotion of FORTUNA through the Affiliate Website and in increasing the number of natural persons who will conclude a contract with FORTUNA to enable them to participate in the games of chance operated by FORTUNA and for whom the conclusion of contract is required in compliance with valid legal regulations as well as their registration subject to conditions laid down in the Act and the applicable game regulations (hereinafter referred to as the "**Bettor**").

2. PARTICIPATION IN THE AFFILIATE PROGRAM

2.1 In order to participate in the Affiliate Program of FORTUNA (hereinafter referred to as the "**Affiliate Program**"), the Affiliate is required to complete an application form available on the Affiliate Program website www.fortunaaffiliates.com (hereinafter referred to as the "**Affiliate Program Website**"). In the Affiliate Program application the Affiliate shall be obliged to fill out all data

required by FORTUNA. By completing and submitting the application, the Affiliate unconditionally accepts these Terms and Conditions as well as any other rules stipulated by FORTUNA for participation in the Affiliate Program, and undertakes to abide by them. At the same time, the Affiliate declares that before submitting the application he has familiarised himself with the rules for the entitlement to commission as set out in these Terms and Conditions. In order to access a secure section of the Affiliate Program Website the Affiliate is obliged to choose a login name and password which he is required to enter in the application and is at the same time required to keep such information secret. FORTUNA bears no liability for misuse of the Affiliate's access data.

2.2 FORTUNA shall consider the applicant's application for participation in the Affiliate Program and shall inform him via e-mail whether or not his application was accepted by FORTUNA. FORTUNA reserves the right to reject the applicant's application without giving reasons. There is no legal entitlement to participation in the Affiliate Program. Upon approval of the application by FORTUNA, the applicant becomes the Affiliate of the Affiliate Program. Any Affiliate is entitled to register with the Affiliate Program only once.

2.3 At the time when the applicant becomes the Affiliate of the Affiliate Program, FORTUNA will allow the Affiliate access to the secure section of the Affiliate Program Website in which FORTUNA shall make all documents available to the Affiliate, related to the Affiliate's participation in the Affiliate Program and also commission statement for the Affiliate's activities in the Affiliate Program.

3. COMMISSION

3.1 If a Bettor concludes a contract with FORTUNA and registers in the manner laid down in the applicable game regulations through the website www.ifortuna.cz to which the Bettor was referred from the Affiliate Website, the Affiliate will further be entitled to commission on the Bettor's turnover for a period of one (1) year from the moment the conditions are met for the entitlement to the Bettor's turnover commission (hereinafter referred to as the "**Commission**").

3.2 The amount of Commission, or other commissions, as the case may be, to which the Affiliate is entitled in accordance with the FORTUNA's decision is shown on the Affiliate Program Website. FORTUNA may also grant the Affiliate entitlement to commission for his other activities related to the Affiliate's participation in the Affiliate Program, in which case all conditions for entitlement to acquire Commission will be specified on the Affiliate Program Website or will be, as they case may be, individually agreed upon with the Affiliate. FORTUNA is entitled to unilaterally change the rules for acquiring the entitlement to Commission and amount thereof at any time. At the same time, FORTUNA reserves the right to reduce Commission of the Affiliate if the Affiliate slacks off his efforts related to FORTUNA's

promotion under the rules of the Affiliate Program and/or procures significantly less Bettors than in the past.

3.3 Where the Affiliate has provably agreed with FORTUNA special conditions for the entitlement to acquire Commission and the amount thereof, such agreement shall take precedence over the rules set out in these Terms and Conditions and/or on the Affiliate Program Website.

3.4 Commission shall be calculated as a percentage of net income from a Bettor who concluded a contract with FORTUNA and met all conditions laid down in Article 3.1 hereof. Net income from the Bettor shall be calculated as a difference between (i) Gross Income from Bettor, (ii) Costs of Bettor, (iii) Returned Payments, (iv) Revenues from Fraudulent Activity, and (v) License Fees.

3.5 For the avoidance of doubt, the terms used in these Terms and Conditions have the following meaning:

Gross Income from Bettor - means the difference between bets accepted and winnings paid out. Gross income from Bettor shall also take into account corrections, i.e. the cancelled bets, incorrectly entered betting events and the other incorrect transactions that are corrected. In the Gross Income from Bettor shall only be included bets on games of chance operated by FORTUNA which were made by Bettor as a registered Bettor, i.e. not anonymously (insofar as the rules of the applicable game rules permit so);

Costs of Bettor - means any and all costs of FORTUNA associated with promotion, i.e. in particular, free pools coupons, bonuses paid to Bettors, sponsored tournaments, VIP bonuses and all compensations paid by FORTUNA to Bettors;

Returned Payments - means deposits (bets) that were returned to Bettors as a result of cancellation of a bet in compliance with the applicable game regulations;

Revenues from Fraudulent Activity – includes, in particular, revenues generated from collusions, misuse of bonuses paid to Bettors, money laundering, misuse of credit cards and revenues generated by other illegal activities;

License Fees - means the sum of (i) taxes and levies paid by FORTUNA in connection with the operation of games of chance, (ii) charges associated with payments by credit cards and electronic payments, and (iii) license fees paid by FORTUNA to third parties in connection with the operation of the Affiliate Program.

3.6 Commission calculated in accordance with these Terms and Conditions is set including any value added tax at the statutory rate. In this context, the Affiliate acknowledges that he is obliged to make any and all payments from the Commission as required by law (in particular, VAT if he is a payer).

3.7 If the Affiliate is a registered VAT payer, he declares that he is a reliable VAT payer within the meaning of the applicable legal regulations, and he undertakes to ensure the veracity of this declaration for the entire duration of his participation in the Affiliate Program. If the Affiliate is entered in the applicable official register as an unreliable

VAT payer, he shall be obliged to inform FORTUNA thereof without delay.

3.8 If the Affiliate is recorded as an unreliable payer as at the date of taxable supply or if he becomes an unreliable payer before the tax document is paid, a part of financial performance under the tax document corresponding to VAT shall be paid by FORTUNA directly to the account of the competent tax administrator in compliance with § 109a of the VAT Act. Total financial performance under the tax document shall be then reduced by such part.

3.9 Affiliate declares that he has not any permanent establishment in the Czech Republic within the meaning of international tax regulations. If the permanent establishment would had been incorporated at any time during his participation in the Affiliate Program, the Affiliate undertakes to notify FORTUNA thereof no later than five (5) days after the incorporation of permanent establishment. Beginning the incorporation of permanent establishment, FORTUNA is entitled to deduct a possible withholding tax from the Affiliate's Commission or tax security provided these will apply to Commission by reason of the incorporation of permanent establishment according to the Czech or international tax regulations. If the Affiliate breaches his obligation to notify FORTUNA of the incorporation of permanent establishment, he shall be liable to FORTUNA for damage caused. In this context, FORTUNA informs the Affiliate that - as interpreted by the Tax Administration Office of the Czech Republic - the permanent establishment is incorporated e.g. when hardware (computer server) is placed in the territory of the Czech Republic.

4. PAYMENT OF COMMISSION

4.1 FORTUNA shall calculate the amount of Commission to which the Affiliate is entitled in connection with the fulfilment of conditions of the Affiliate Program always after the end of each calendar month of duration of the Affiliate's participation in the Affiliate Program. The total amount of Commission for the relevant month will be shown in the Commission statement made available to the Affiliate by FORTUNA in the secure section of the Affiliate Program Website no later than fourteen (14) days after the end of the relevant month for which the statement is made. FORTUNA provides no guarantees to the Affiliate in relation to the calculation of Commission.

4.2 Entitlement to payment of Commission arises to the Affiliate at the moment when the amount of Commission is more than € 50 (in words: fifty Euro). Commission will be paid to the Affiliate on the basis of a tax document (invoice) to be prepared by the Affiliate after entering the relevant data via the secure section of the Affiliate Program Website in the period from the 2nd to the 15th day of a month following the month for which the Commission is paid. The tax document (invoice) is due within thirty (30) days after provable sending thereof to FORTUNA through the secure section of the Affiliate Program Website. If the Affiliate is a Czech entity which is a VAT payer, Commission shall be paid to the Affiliate exclusively to the registered bank account as published in accordance with the valid legal regulations otherwise the payment of Commission will be suspended until such obligation has been fulfilled.

- 4.3 In preparing a tax document (invoice) the Affiliate shall always use the Affiliate's identical identification number which was used in registering the Affiliate in the Affiliate Program; any changes in the identification number whatsoever shall be subject to a prior approval of FORTUNA which approval may be refused without giving reasons. If the Affiliate's profile on the Affiliate Program Website does not show the data required for the issuing a tax document (invoice), in particular, identification number, the payment of Commission will be suspended until all stipulated data have been supplemented.
- 4.4 If the Affiliate does not agree with the amount of Commission that has been calculated by FORTUNA, he shall inform FORTUNA thereof via e-mail to info@fortunaaffiliates.com within ten (10) days after making Commission statement available to the Affiliate in the secure section of the Affiliate Program Website. At the same time, the Affiliate shall states all reasons why he contests the calculation of Commission. Unless the Affiliate contests the amount of Commission within the period provided for in this Article, he shall be deemed to agree with the amount of Commission.
- 4.5 In the event of termination of the Affiliate's participation in the Affiliate Program, the Affiliate is only entitled to Commission he has acquired as of the date of termination of his participation in the Affiliate Program. For the avoidance of doubt, it shall apply that the Affiliate's entitlement to payment of Commission shall expire upon termination of the Affiliate's participation in the Affiliate Program.
- 4.6 FORTUNA is entitled to retain payment of final Commission to the Affiliate made in connection with the termination of the Affiliate's participation in the Affiliate Program up to ninety (90) days from the date of termination of the Affiliate's participation in the Affiliate Program so as to ensure that the correct amount of Commission is paid. If the Affiliate's participation in the Affiliate Program is terminated by FORTUNA in connection with the breach of obligations laid down in these Terms and Conditions, FORTUNA shall be entitled to retain the Affiliate's Commission in order to ensure that any claims or refunds of FORTUNA arising from the breach of these Terms and Conditions are secured.
- 4.7 In the event an error occurs in calculation of Commission FORTUNA reserves the right to adjust the incorrectly calculated Commission, such incorrectly calculated Commission being reflected in the next statement.
- 4.8 In the case of reasonable suspicion of illegal and/or fraudulent conduct or behaviour on the part of the Affiliate or of the Bettors who concluded the contract and were registered through the Affiliate under Article 3.1 of these Terms and Conditions, FORTUNA shall be entitled to suspend the payment of Commission until all doubts have been removed which led to the suspension of Commission payment.
- 4.9 Entitlement to payment of Commission shall expire if the Affiliate was involved in, or was aware of, any act of website traffic at www.ifortuna.cz and/or of registration of a Bettor in respect of which it can be reasonably assumed that this is scam or any other act which is in conflict with the statutory regulations or these Terms and Conditions.
- 4.10 The Affiliate shall at the FORTUNA's request return to FORTUNA any funds paid to the Affiliate as part of Commission for transactions that were generated fraudulently or in a falsified manner.
- 5. RIGHTS AND OBLIGATIONS OF FORTUNA**
- 5.1 FORTUNA shall allocate a unique identifier to each Bettor who concluded a contract with FORTUNA and subsequently carried out registrations in the manner prescribed in Article 3.1 of these Terms and Conditions so as to be possible for FORTUNA to monitor, in particular, the total amount of the respective Bettor's turnover for the relevant period. FORTUNA shall ensure the monitoring and reporting of the activities of Bettors who were procured by the Affiliate.
- 5.2 Any and all costs of producing the marketing materials to be used by the Affiliate in connection with the participation in the Affiliate Program shall be paid by FORTUNA. In this context, FORTUNA shall be entitled to modify or unilaterally change all such materials at any time.
- 5.3 FORTUNA shall pay the Affiliate a payable Commission to which the Affiliate has become entitled in accordance with the rules set out in these Terms and Conditions unless otherwise expressly specified in these Terms and Conditions. FORTUNA shall provide Commission statement to the Affiliate and shall handle all the customer support related to the Affiliate's participation in the Affiliate Program.
- 5.4 FORTUNA may refuse, at any time and at its sole discretion, any potential Bettor who has manifested interest in concluding a contract with FORTUNA and in registering, without giving reasons. At the same time, FORTUNA shall also be entitled to terminate the contract with the Bettor if the conditions foreseen in the general terms and conditions of the contract of participation in the games of chance are met.
- 5.5 In the event of impossibility to place bets on the games of chance operated by FORTUNA, Fortuna shall not be liable towards the Affiliate for any damage (e.g. direct, indirect, extraordinary, consequent) caused by the impossibility to place the bets. At the same time, FORTUNA shall bear no liability whatsoever for any failure, delay or interruption of operation of websites www.ifortuna.cz.
- 6. THE RIGHTS AND OBLIGATIONS OF AFFILIATE**
- 6.1 By entering the Affiliate Program, the Affiliate undertakes to promote FORTUNA through the Affiliate Website, to support and refer potential Bettors to websites www.ifortuna.cz and to the conclusion of the contract and to registration using the allocated link. The allocated link may consist of one or more text links, banners or other marketing tools. All implementation costs of the allocated links to the Affiliate Website shall be borne by the Affiliate.
- 6.2 Affiliate shall be solely responsible for the content and method of marketing and promotional activities through which he promotes FORTUNA. The Affiliate undertakes to carry out all activities within the context of participation in

- the Affiliate Program, always in a professional and lawful manner and in accordance with these Terms and Conditions. In this context, the Affiliate acknowledges that in accordance with the valid legal regulations any advertisement for games of chance must contain notification that persons under the age of 18 are prohibited from taking part in games of chance and the following clear and visible warning must, at the same time, form part of any advertisement: "Ministry of Finance warns: Participation in games of chance might cause addiction."
- 6.3 Affiliate undertakes not to promote FORTUNA in a way that would be insulting, discriminatory, obscene, unlawful or otherwise inappropriate, or containing sexually explicit, pornographic, obscene or graphically violent material. In this context, the Affiliate shall also be required not to actively target promotional activities related to participation in the Affiliate Program at persons who have not attained the legal age for participation in games of chance.
- 6.4 Affiliate undertakes not to generate visitors to the website www.ifortuna.cz and/or Bettors of illegal or fraudulent activities. Breach of this provision shall be considered to be fraud, in which case the Affiliate's entitlement to payment of any Commission shall expire. Also, the Affiliate shall not become entitled to Commission on the Affiliate's activity as Bettor, i.e. if the Affiliate himself takes part in games of chance operated by FORTUNA, his activity shall not be then included in the calculation of the amount of Commission.
- 6.5 Affiliate shall not be entitled to send unsolicited e-mails and messages, dissemination of which would be contrary to valid legal regulations, i.e. in particular, messages which (i) can be marked as spam, (ii) contain false information or misleading statements, (iii) do not contain an option to log off in real time, (iv) it is impossible to identify truthfully the source and the original IP address and/or initial e-mail address, (v) certain software bundles with other software, especially of malicious intent, or those that violate the right to privacy, or insert icons or cause software download or installation or similar action without the consent of the addressee.
- 6.6 Apart from marketing materials to be provided by FORTUNA to the Affiliate in the context of his participation in the Affiliate Program and/or be made available through the Affiliate Program Website, the Affiliate may not use any other signs, trademarks or other intellectual property rights which are owned by FORTUNA.
- 6.7 Affiliate shall not be entitled to alter or modify, in any way whatsoever, the allocated links or marketing materials provided by FORTUNA in connection with the participation in the Affiliate Program. The Affiliate is required to observe the brand manual issued by FORTUNA which is available on the Affiliate Program Website.
- 6.8 Affiliate undertakes to promote FORTUNA actively and refer potential Bettors to websites www.ifortuna.cz during the entire period of participation in the Affiliate Program. Active promotion means to exert maximum efforts for effective advertising and promotion of FORTUNA under these Terms and Conditions, in particular, to maximise procurement of new Bettors.
- 6.9 Affiliate shall have sole responsibility for payment of all taxes, levies and other charges that are payable in the Czech Republic and /or abroad, related to the Commission income.
- 6.10 If any change occurs in the data entered by the Affiliate in the application for participation in the Affiliate Program, the Affiliate shall notify FORTUNA thereof without undue delay, while at the same time, the identification number of the Affiliate can only be changed subject to prior consent by FORTUNA, which consent can be refused without stating reasons.
- 6.11 Affiliate is not entitled to assign any rights and obligations related to the participation in the Affiliate Program to any third party without the prior written consent of FORTUNA.
- 6.12 All intellectual property rights, including, but not limited to, business and financial information, lists of Bettors, as well as information on turnovers and all information relating to products, records, operations, business plans, processes, product information, know-how, trade secrets, business opportunities and similar data of FORTUNA shall be considered confidential. The Affiliate is not entitled to use such information for its own commercial or other purposes, or disclose it to third parties.
- 6.13 Affiliate shall keep confidential all facts which he learned in connection with participation in the Affiliate Program, including, but not limited to, about Bettors, amounts wagered, as well as any confidential information in accordance with Article 6.12 of these Terms and Conditions. The obligation of confidentiality provided for in this Article shall also survive the termination of participation in the Affiliate Program.
- 6.14 Affiliate acknowledges that FORTUNA shall be, at any time, entitled to conclude partnership also with other Affiliates under the same conditions or conditions different than those provided to the Affiliate.
- 6.15 Affiliate shall refrain from registering (or application for registration) of any domain whose name would be similar to domains used or owned, as the case may be, by FORTUNA, or of any other domain from which any connection with FORTUNA whatsoever could be deduced.
- 7. TERMINATION OF PARTICIPATION IN AFFILIATE PROGRAM**
- 7.1 Participation of the Affiliate in the Affiliate Program may be terminated by agreement, by notice or by immediate cancellation. FORTUNA and the Affiliate shall be entitled to terminate the participation of the Affiliate in the Affiliate Program by giving notice of termination without stating reasons. The notice period pursuant to this Article shall be thirty (30) days commencing on the day following receipt of notice of termination by the other party.
- 7.2 FORTUNA is entitled to immediately cancel the participation of the Affiliate in the Affiliate Program especially if (i) the Affiliate breaches the obligations set forth in these Terms and Conditions, (ii) it is necessary for the protection of FORTUNA interests and for the operation of the Affiliate Program, (iii) the Affiliate has significantly restricted or suspended the promotion of FORTUNA and procurement of new Bettors. If the conditions set out in

this Article are met, the participation of the Affiliate in the Affiliate Program shall terminate on the date of receipt of notice of cancellation of his participation in the Affiliate Program.

- 7.3 Upon termination of the Affiliate's participation in the Affiliate Program, the Affiliate is required to return to FORTUNA without delay any and all confidential information (and all copies and derivations thereof) he gained in the context of participation in the Affiliate Program.
- 7.4 Termination of participation in the Affiliate Program shall not release the Affiliate from any liability arising from the breach of these Terms and Conditions which occurred prior to the termination of participation in the Affiliate Program.
- 7.5 At the moment when the Affiliate's participation in the Affiliate Program is terminated, the Affiliate shall lose the right to use the licenses, trademarks and other signs which he acquired in connection with participation in the Affiliate Program and shall remove from the Affiliate Website any references that were implemented at the Affiliate Website in connection with the Affiliate's participation in the Affiliate Program.
- 7.6 FORTUNA is entitled to unilaterally set off, at any time, any receivables from the Affiliate that have arisen in connection with the participation of Affiliate in the Affiliate Program towards Commission.

8. FINAL PROVISIONS

- 8.1 FORTUNA reserves the right to change these Terms and Conditions provided that any such changes shall be binding upon the Affiliate on their effective date. Changes to these Terms and Conditions shall be effective on the date set out by FORTUNA, while FORTUNA is at the same time obliged to publish the changes in an appropriate manner (esp. on the Affiliate Program Website and/or via delivery to the Affiliate's e-mail address) at least five (5) days prior to the effective date of the relevant changes.
- 8.2 FORTUNA reserves the right to terminate the Affiliate Program at any time, while at the same time the termination of the Affiliate Program must be notified to the Affiliate in an appropriate manner at least thirty (30) days in advance.
- 8.3 All papers to be delivered to the Affiliate can be made electronically and/or by registered mail at the addresses communicated by the Affiliate for this purpose to FORTUNA. Contact information of FORTUNA is available at the Affiliate Program Website. Emails shall be considered to have been delivered at the moment of sending off; if delivered by means of the Affiliate Program Website (if such way of delivery is technically possible in the specific case) at the moment of depositing in the secure section of the Affiliate Program Website; and mailings on the third (3rd) day after they were posted at the post office.
- 8.4 By acceptance of these Terms and Conditions the Affiliate consents and agrees upon with FORTUNA that the period of limitation for any and all rights and obligations of the Affiliate and FORTUNA that have arisen on the basis of and in connection with cooperation in the context of the

Affiliate Program shall be one (1) year. For the avoidance of doubt, it is stated that unless the Affiliate issues a tax document (invoice) for payment of Commission within the agreed limitation period, the entitlement to payment of Commission shall expire.

- 8.5 These Terms and Conditions and any relationship between FORTUNA and the Affiliate shall be governed by the laws of the Czech Republic, including, without limitation Act no. 89/2012 Coll., Civil Code, as amended.
- 8.6 Any dispute arising from cooperation between the Affiliate and FORTUNA in connection with participation of the Affiliate in the Affiliate Program shall be resolved amicably. In the event of failure to resolve the dispute amicably, FORTUNA and the Affiliate have agreed that the court having territorial jurisdiction to hear and decide disputes and other legal matters arising from the Affiliate Program will be the District Court of Prague 1 provided a district court has territorial jurisdiction to hear the case, or the Municipal Court in Prague provided a regional court has territorial jurisdiction to hear the case.
- 8.7 The Terms and Conditions in this wording shall enter into force and take effect on 01.06.2017.