

**GENERAL BUSINESS TERMS AND  
CONDITIONS OF THE FORTUNA SK,  
a.s. PARTNERSHIP PROGRAMME**

EFFECTIVE FROM 15 JANUARY 2020

**1. INTRODUCTORY PROVISIONS**

FORTUNA SK, a.s., (JSC), with its registered office at Einsteinova 23, 851 01 Bratislava, Slovak Republic, Registration No. (IČO): 00 684 881, entered in the Commercial Register of the District Court Bratislava I, Section: Sa, Insertion No.: 123/B (hereinafter referred to as "**FORTUNA SK**") is a gambling game operator on the territory of the Slovak Republic i) under the Act No. 171/2005 Coll. on Gambling Games and on Amendment and Supplement to Some Acts, as amended, and ii) the Act No. 30/2019 Coll. on Gambling games and on the amendment to certain acts, as amended (hereinafter referred jointly to as the "**Act**"), and iii) on the basis of an individual license for the operation of bet games (rate bets) through betting offices, via telecommunications networks and via the Internet as a communication channel for the transmission and collection of data and information relating to the operation of bet games (rate bets) granted by the Ministry of Finance of the Slovak Republic, and iv) under an approved game plan, the current version of which is available on the [www.ifortuna.sk](http://www.ifortuna.sk) website, and under v) an individual license for the operation of online games in an online casino granted by the Gambling Regulatory Authority, and vi) under an approved related game plan, the current version of which is available on [www.ifortuna.sk](http://www.ifortuna.sk)

- 1.1 Based on an individual license granted by the Ministry of Finance of the Slovak Republic, FORTUNA SK operates gambling - bet games (rate bets) through betting offices, via telecommunications networks and via the Internet as a communication channel for the transmission and collection of data and information relating to the operation of bet games (rate bets). Based on an individual license granted by the Gambling Regulatory Authority, FORTUNA SK operates online games (board games in an online casino, games on gambling machines in an online casino) in an online casino. A natural person under the age of 18 years is prohibited from joining bet games (rate bets) and online games in an online casino. For such purpose, natural persons shall present/send a valid identity card/copy of an identity card to the operator. The persons may not be registered in the "register of excluded persons" administered by the Gambling Regulatory Authority. They shall also be registered with FORTUNA SK according to an approved game plan and the provisions of the Act and must meet the conditions defined by the Act and the game plan (hereinafter referred jointly to as the "**Player**"). Gambling games operated via the Internet can be concluded by Players through the website of the company FORTUNA SK [www.ifortuna.sk](http://www.ifortuna.sk).
- 1.2 The Partner is either a natural person - entrepreneur or a legal entity - entrepreneur (hereinafter referred to as the "**Partner**") who operates one or more websites on its own behalf and is entitled to fully use the website (hereinafter referred to as the "**Partner Website**") and wishes to promote the website of FORTUNA SK in accordance with and under the terms and conditions set out in these General Business Terms and Conditions of the FORTUNA SK, a.s. Partnership Programme (hereinafter referred to as the "**Business Terms and Conditions**").
- 1.3 The purpose of the cooperation of FORTUNA SK and the Partner hereunder is FORTUNA SK's interest in the marketing promotion of FORTUNA SK through the Partner Website/Websites in order to increase the number of players for whom FORTUNA SK will open a player's account upon completing an applicant's registration form, i.e. for a future Player, to participate in gambling games operated by FORTUNA SK.

**2. PARTICIPATION IN THE PARTNERSHIP PROGRAMME**

The precondition for participation in the FORTUNA SK Partnership Programme (hereinafter referred to as the "**Partnership Programme**") is to complete an application form, which is available on the Partnership Programme website [www.fortunaaffiliates.com](http://www.fortunaaffiliates.com) (hereinafter referred to as the "**Partnership Programme Website**") by the Partner. In the application form of the Partnership Programme, the Partner is obliged to fill in all data required by FORTUNA SK. By completing and submitting the application form, the Partner unconditionally agrees with the Business Terms and Conditions and with other rules defined by FORTUNA SK for participation in the Partnership Programme, with which they were acquainted by FORTUNA SK by publishing

on the Partnership Programme Website or otherwise in writing and undertakes to fully comply with the Business Terms and Conditions and other rules defined by FORTUNA SK for participation in the Partnership Programme. The Partner hereby declares that before submitting an application form, they have familiarised themselves with all the rules for the creation of entitlement to a commission set forth in these Business Terms and Conditions. In order to access the secure section of the Partnership Programme, the Partner is obliged to select a login and password which the Partner is obliged to provide in the application form. The Partner is also obliged to hold the said data in confidence. If the Partner breaches the duty stated in the preceding sentence, FORTUNA SK shall not be held responsible for any misuse of Partner's access data. It is the responsibility of the Partner to demonstrate the fact that the Partner held the data in confidence.

- 2.1 FORTUNA SK shall assess the applicant's application for participation in the Partnership Programme and inform the applicant by e-mail whether his/her application has been accepted by FORTUNA SK or not. FORTUNA SK reserves the right to reject an applicant's application without giving the reason for rejection. There is no legal entitlement to participate in the Partnership Programme. After the application has been accepted by FORTUNA SK, the applicant becomes a Partnership Programme Partner. Each Partner is entitled to register for the Partnership Programme only once. This is without prejudice to the right of FORTUNA SK to refuse the applicant's application.
- 2.2 As soon as an applicant becomes a Partnership Programme Partner, FORTUNA SK shall give the Partner access to a secure section of the Partnership Programme Website where FORTUNA SK makes available to the Partner all documents related to the Partner's participation in the Partnership Programme and also publishes the account of commissions of the Partnership Programme for Partner's activities.
3. **COMMISSION**
- 3.1 If FORTUNA SK registers and sets up an account for a Player in the manner specified in the game plans, through the [www.ifortuna.sk](http://www.ifortuna.sk) website, to which the Player was referred from the Partner Website/Websites, the Partner is entitled to a commission on Net Player Income for a period of one (1) year from the moment of fulfilment of the conditions for entitlement to the commission on Net Player Income (hereinafter referred to as the "**Commission**").
- 3.2 The amount of the Commission or any other Commissions that belong to the Partner based on the decision of FORTUNA SK, shall be stated on the Partnership Programme Websites. FORTUNA SK is entitled to grant the Partner the right to Commission also for other activities of the Partner related to participation in the Partnership Programme, in which case the conditions for obtaining the Commission will be stated either on the Partnership Programme Websites or agreed with the Partner individually. FORTUNA SK is entitled unilaterally to change the rules for creating the right to the Commission and the Commission amount at any time. At the same time, FORTUNA SK reserves the right to reduce Partner's Commissions if the Partner reduces his efforts in promoting FORTUNA SK according to the Partnership Programme rules and/or mediates substantially less Players for FORTUNA SK than in the past.
- 3.3 If the Partner has demonstrably agreed on special arrangements with FORTUNA SK for the creation of entitlement to the Commission and its amount, the said agreement shall take precedence over the rules set forth in the present Business Terms and Conditions and/or on the Partnership Programme Websites.
- 3.4 The Commission shall be calculated as a percentage of the Net Player Income for Players who have fulfilled all the conditions set out in Article 3.1 hereof.
- 3.5 For the avoidance of any doubt, the terms used in these Business Terms and Conditions shall have the following meaning:

*Net Gaming Revenue* - means a difference between the Gross Gaming Revenue and (i) Player costs, (ii) refunds, (iii) proceeds of fraud and (iv) royalties.

*Gross Gaming Revenue* - means a difference between the bets received and the distributed winnings. Gross Gaming Revenue reflects the following facts, i.e. cancelled bets, incorrectly placed betting events and other incorrect transactions that have been corrected. Gross Gaming Revenue includes only gambling bets operated by FORTUNA SK and placed by a Player as a registered player, i.e. not as an anonymous bettor (if the rules of a gambling game allow it). Gross Gaming Revenue does not include the handling fee paid by Players to FORTUNA SK when placing a bet.

*Player costs* - means any and all FORTUNA SK promotion costs, i.e. in particular, free bets, bonuses paid to Players, sponsored tournaments, VIP bonuses, and all compensation paid to a Player by FORTUNA SK.

*Refunds* - means bets that have been refunded to a Player due to the cancellation of a bet in accordance with the game plan.

*Proceeds of fraud* - includes in particular proceeds derived from collusion, the misuse of bonuses paid to Players, money laundering, misuse of payment cards, as well as proceeds derived from other illegal activities.

*Royalties* - means the sum of (i) taxes and fees paid by FORTUNA SK with respect to the operation of gambling games, (ii) fees related to card payments and electronic payments, and (iii) royalties paid by FORTUNA SK in connection with the implementation of the Partnership Programme to third parties.

- 3.6 In the case of a Partner established in the territory of the Slovak Republic, the Commission calculated in accordance with these Business Terms and Conditions shall be stated including any value added tax at a statutory rate. In this context, the Partner acknowledges that they are obliged to pay all statutory payments (in particular VAT, provided that they are VAT payers, and the withholding tax of third country Partners).
- 3.7 In the case of a Partner established outside the territory of the Slovak Republic, the Commission shall be calculated in accordance with the rules stated in Article 3.4 of these Business Terms and Conditions, and it shall be reduced by the amount corresponding to the current VAT rate of the Commission thus calculated, with respect to the duty of FORTUNA SK to pay VAT on the Commission in the Slovak Republic due to reverse charge. The procedure set out in this Article shall apply to all Partners who are VAT payers and are based in a Member State of the European Union and to all Partners based in a country outside the European Union, i.e. regardless of whether or not the Partners are VAT payers.
- 3.8 If the Partner is a registered VAT payer, the Partner declares that they are not a tax debtor according to the applicable legislation. The Partner undertakes to ensure the truthfulness of this declaration during the term of their participation in the Partnership Programme. If the Partner is included in the list of tax debtors maintained by the Financial Directorate of the Slovak Republic, the Partner is obliged to inform FORTUNA SK of the fact without delay.
- 3.9 If the Partner is registered as a tax debtor at the date of the taxable supply or becomes a tax debtor before the payment of a tax document, then FORTUNA SK is entitled to pay a portion of the payment according to the tax document corresponding to the value added tax directly to the account of the relevant tax administration according to the provisions of Article 69 par. 14 of the Act. 222/2004 Coll. on Value Added Tax, as amended. In that case, the total payment according to a tax document shall be reduced by the said amount.
- 3.10 Any Partner not established in the Slovak Republic declares that they have no permanent establishment in the Slovak Republic according to international tax regulations. If such an establishment is founded at any time during the Partner's participation in the Partnership Programme, the Partner undertakes to notify FORTUNA SK of the fact, no later than 5 days after the establishment of the permanent establishment. Starting from the establishment of a permanent establishment, FORTUNA SK is entitled to deduct a withholding tax, if any, from the Commission or secure the tax if the tax applies to the Commission due to the establishment of a permanent establishment according to Slovak or international tax regulations. If the Partner breaches its obligation to notify the establishment of a permanent

establishment, the Partner shall be liable to FORTUNA SK for the damage incurred. In this context, FORTUNA SK emphasises to the Partner that, according to the interpretation of the Slovak Financial Administration, a permanent establishment is established, e.g. when hardware (a computer server) is located in the Slovak Republic.

#### 4. COMMISSION PAYMENT

- 4.1 FORTUNA SK shall calculate the amount of the Commission which is due to the Partner in connection with the fulfilment of the Partnership Programme conditions, each time after the end of each calendar month of the Partner's participation in the Partnership Programme. The total amount of the Commission for the respective month shall be stated in a statement FORTUNA SK will make available to the Partner in the secure section of the Partnership Programme Websites, no later than fourteen (14) days after the end of the respective calendar month in which the statement is made. FORTUNA SK does not provide the Partner with any guarantee in connection with the calculation of the Commission.
- 4.2 The Partner's right to the payment of the Commission is created when the amount of the Commission exceeds EUR 50 (in words: Fifty Euros). The Commission shall be paid to the Partner on the basis of a tax document (invoice) prepared by the Partner after entering the relevant data through the secure section of the Partnership Programme Websites between the 20<sup>th</sup> and the 28<sup>th</sup> day of a month following the month for which the Commission is paid. The due date of the tax document (invoice) is thirty (30) days from the date of its demonstrable dispatch to FORTUNA SK through the secure section of the Partnership Programme Websites. If the Partner is a Slovak entity who is a VAT payer, the Commission shall be paid to the Partner only to a registered bank account that has been published in accordance with the applicable law, otherwise the Commission shall be suspended until this obligation is performed.
- 4.3 When making a tax document (invoice), the Partner is always obliged to use the same Partner identification number as the one used when the Partner enrolled in the Partnership Programme. Any change of the identification number is subject to prior consent by FORTUNA SK, which may be withheld without giving any reason whatsoever. In the event that the Partner does not have the information required for issuing a tax document (invoice) in its profile on the Partnership Programme Website, in particular, the identification number, the payment of the Commission shall be suspended until all specified data have been completed.
- 4.4 If the Partner disagrees with the amount of the Commission calculated by FORTUNA SK, the Partner is obliged to inform FORTUNA SK of the same within ten (10) days of the disclosure of a statement to the Partner in the secure section of the Partnership Programme Websites, electronically at the e-mail address [info@fortunaaffiliates.com](mailto:info@fortunaaffiliates.com), and the Partner is also obliged to provide any reasons for which the calculation of the Commission is disputed. If the Partner does not dispute the amount of the Commission within the period specified in this Article, it appears that the Partner agrees with the amount of the Commission calculated in this way.
- 4.5 In the event of termination of the Partner's participation in the Partnership Programme for any reason, the Partner is only entitled to the Commission earned at the date of termination of the Partner's participation in the Partnership Programme. For the avoidance of any doubt, upon termination of the Partner's participation in the Partnership Programme, the Partner loses the right to any additional Commission.
- 4.6 FORTUNA SK is entitled to withhold the payment of the final Commission for the Partner which is paid in connection with the termination of the Partner's participation in the Partnership Programme for up to ninety (90) days from the date of termination of the Partner's Partnership Programme so that the payment of the correct Commission is ensured. If Partner's participation in the Partnership Programme is terminated by FORTUNA SK with respect to Partner's breach of obligations stipulated in the present Business Terms and Conditions, FORTUNA SK is entitled to withhold Partner's Commissions for up to ninety (90) days from the date of termination of the Partner's Partnership Programme

as a result of a breach of obligations, in order to secure any claims or compensation of FORTUNA SK arising from the breach of these Business Terms and Conditions. FORTUNA SK is entitled not to pay such Commission.

- 4.7 If any error occurs in the calculation of the Commission, FORTUNA SK reserves the right to adjust the incorrectly calculated Commission, and the incorrectly calculated Commission shall be reflected in the next statement.
- 4.8 In the event of a reasonable suspicion of unlawful and/or fraudulent conduct or behaviour by the Partner or Players registered through the Partner as per Article 3.1 hereof, FORTUNA SK shall be entitled to suspend the payment of the Commission until all doubts have been removed, which led to the suspension of the Commission. FORTUNA SK is entitled not to pay such a Commission.
- 4.9 The entitlement to the payment of the Commission shall cease to exist if the Partner has become involved or has become aware of any act concerning the [www.ifortuna.sk](http://www.ifortuna.sk) website traffic and failed to notify this fact to FORTUNA SK no later than three (3) days, and/or learned of the registration of Players on the website, which may reasonably be presumed to be fraud or an act contradicting the legal regulations or these Business Terms and Conditions and failed to notify this fact to FORTUNA SK within five (5) days at the latest.
- 4.10 At the request of FORTUNA SK, the Partner is obliged to return to FORTUNA SK all funds paid to the Partner as part of the Commission for transactions generated by fraudulent or falsified means. This is without prejudice to the claim for indemnification, including the lost profits of FORTUNA SK.

## 5. RIGHTS AND OBLIGATIONS OF FORTUNA

- 5.1 FORTUNA SK shall assign to each Player who has been registered in the manner specified in Article 3.1 of these Business Terms and Conditions a unique identification code so that FORTUNA SK can track, in particular, the total turnover of the relevant Players for the relevant period. FORTUNA SK shall ensure the monitoring and recording of the activities of Players mediated by the Partner.
- 5.2 Any and all costs related to the production of marketing materials that will be used by the Partner in connection with the participation in the Partnership Programme shall be covered and paid by FORTUNA SK. In this context, FORTUNA SK is entitled to unilaterally modify or change all such materials at any time.
- 5.3 FORTUNA SK is obliged to pay the Partner a Commission payable to which the Partner is entitled in accordance with the rules stated in these Business Terms and Conditions, unless otherwise stipulated in these Business Terms and Conditions. FORTUNA SK shall provide the Partner with a Commission statement and provide all customer support related to the Partner's participation in the Partnership Programme.
- 5.4 FORTUNA SK may at any time, at its sole discretion, refuse any prospective Player who wishes to register, without giving any reason whatsoever. At the same time, FORTUNA SK is entitled to cancel the Player's account if the conditions of the gambling game plan are met.
- 5.5 If it is impossible to place gambling bets operated by FORTUNA SK, FORTUNA SK shall not be liable to the Partner for any damage (e.g. direct, indirect, extraordinary, consequential) caused by the impossibility to place bets. At the same time, FORTUNA SK is not responsible for any failure, delay or interruption of the operation of the website [www.ifortuna.sk](http://www.ifortuna.sk).

## 6. RIGHTS AND OBLIGATIONS OF THE PARTNER

- 6.1 By joining the Partnership Programme, the Partner undertakes to promote FORTUNA SK through the Partner Website/Websites, to support and refer prospective Players to the [www.ifortuna.sk](http://www.ifortuna.sk) website and for the registration with a link assigned. The assigned link can consist of one or more text links, banners, or other marketing tools. All costs associated with implementing the assigned links on the Partner Website/Websites shall be borne by the Partner.

- 6.2 The Partner is solely responsible for the content and manner of marketing and promotional activities in which FORTUNA SK is promoted. The Partner undertakes to carry out all activities for participation in the Partnership Programme each time in a professional and legal manner and in particular in accordance with these Business Terms and Conditions and the applicable generally binding legal regulations on advertising and gambling.
- 6.3 The Partner undertakes not to promote FORTUNA SK in a manner that is offensive, discriminatory, immoral, illegal or otherwise inappropriate, or contains sexually explicit, pornographic, obscene or graphically violent material. In this context, the Partner is also obliged not to target actively advertising activities related to the participation in the Partnership Programme to persons who have not reached the legal age for participation in gambling games or who are registered in the "register of excluded persons" administered by the Gambling Regulatory Authority.
- 6.4 The Partner undertakes not to generate the visitors of the [www.ifortuna.sk](http://www.ifortuna.sk) website and/or Players with respect to illegal or fraudulent activities. The breach of this provision shall be considered fraud, in which case the Partner shall not be entitled to the payment of any Commission. The Partner acknowledges that they are not entitled to the Commission from the activity of the Partner as a Player, i.e. when the Partner participates in gambling games operated by FORTUNA SK, then such an activity does not count towards the calculation of the Commission.
- 6.5 The Partner is not authorized to send unsolicited e-mails and messages, the dissemination of which would be in contradiction to the applicable law, i.e. in particular, messages that (i) can be marked as unsolicited e-mails, (ii) contain false data or misleading statements, (iii) do not include an option to unsubscribe on a real-time basis, (iv) the source and original IP address and/or the original e-mail address cannot be correctly identified, (v) the bundles of certain software with other software, in particular of a malicious intent or infringing privacy, or embedding icons or causing the download or installation of software or similar actions without the addressee's consent, (vi) include "FORTUNA" in the name of the sender or in the e-mail address, (vii) do not contain visible information that this is not FORTUNA's communication, but solely Partner's communication; (viii) are sent to an addressee to which the addressee has not given his consent to the Partner according to the applicable legal regulations, in particular, but not exclusively in accordance with the privacy legislation. In any communication in connection with the Partnership Programme, the Partner is obliged to always act in its own name, i.e. never in the name of FORTUNA.
- 6.6 The Partner is not entitled to use any other marks, trademarks or other intellectual property rights belonging to FORTUNA SK except for marketing materials provided by FORTUNA SK to the Partner for the participation in the Partnership Programme and/or made available through the Partnership Programme Websites.
- 6.7 The Partner is not entitled to change or modify any assigned links or marketing materials provided by FORTUNA SK in connection with the participation in the Partnership Programme. The Partner is required to respect the Brand Manual issued by FORTUNA SK, which is available on the Partnership Programme Websites.
- 6.8 The Partner undertakes to actively promote FORTUNA SK and to refer prospective Players to the [www.ifortuna.sk](http://www.ifortuna.sk) website throughout the participation in the Partnership Programme. Active promotion means making every effort to effectively advertise and promote FORTUNA SK under these Business Terms and Conditions, in particular to maximize the mediation of new Players.
- 6.9 The Partner is solely responsible for the payment of any taxes, levies and other fees payable in the Slovak Republic and/or abroad in connection with the receipt of the Commission.
- 6.10 In the event of any change in the data provided by the Partner in the application for participation in the Partnership Programme, the Partner is obliged to inform FORTUNA SK.

without undue delay of such changes in the data and acknowledges that the Partner identification number can be changed only with the prior consent of FORTUNA SK which can be withheld without giving a reason whatsoever.

- 6.11 The Partner is not entitled to assign any rights and obligations related to the participation in the Partnership Programme to third parties without prior written consent of FORTUNA SK.
- 6.12 All intellectual property rights, including business and financial information, Player lists, as well as turnover information and all data related to products, records, activities, business plans, processes, information on products, know-how, trade secrets, business matters and similar data of FORTUNA SK shall be treated as a trade secret and are confidential. The Partner is not entitled to use the information for its own business or other purposes or disclose it to third parties. For each individual breach of this duty, FORTUNA SK has the right to immediately terminate the Partner's participation in the Programme and the Partner is obliged to pay a contractual penalty of EUR 3,000 (in words: Three Thousand Euros). This is without prejudice to the right of FORTUNA SK to the compensation of damage caused to FORTUNA SK by breaching the Partner's duty.
- 6.13 The Partner is obliged to hold in confidence all facts of which the Partner becomes aware in connection with its participation in the Partnership Programme, including but not limited to the facts about Players, stake amounts and all confidential information stated in Article 6.12 hereof. The duty not to disclose according to this Article shall survive the termination of the Partnership Programme without time limits.
- 6.14 The Partner acknowledges that FORTUNA SK is entitled to enter into partnerships with other partners at any time under the same or different conditions as those provided to the Partner. Participation in the Programme is not of an exclusive nature.
- 6.15 The Partner is obliged to refrain from registering (or applying for registration) any domain whose name would be similar to the one (ones) used or owned by FORTUNA SK or any other domain that could imply any association with FORTUNA SK.
- 6.16 The Partner and FORTUNA SK hereby mutually declare that in the framework of cooperation between the Partner and FORTUNA SK in the Partnership Programme, FORTUNA SK does not provide the Partner with any personal data of Players, and the Partner and FORTUNA SK are not in the position of a controller and processor according to the applicable privacy legislation. The Partner hereby declares that all personal data they process and record about Players are obtained from Players solely by own Partner's activities, for the purposes determined by the Partner and in this connection the Partner acknowledges that when processing the Players personal data, the Partner is obliged to follow the applicable legislation and comply with the duties and obligations set forth herein.

#### **7. TERMINATION OF PARTICIPATION IN THE PARTNERSHIP PROGRAMME**

- 7.1 The participation of the Partner in the Partnership Programme may be terminated by notice or immediate cancellation. FORTUNA SK and the Partner are entitled to terminate the participation of the Partner in the Partnership Programme without giving any reason whatsoever. The notice period under this Article is thirty (30) days and starts to lapse on the day following the date of delivery of the notice to the other party.
- 7.2 FORTUNA SK is entitled to immediately terminate the Partner's participation in the Partnership Programme, especially if (i) the Partner breaches the obligations stated in these Business Terms and Conditions, (ii) it is necessary to protect the interests of FORTUNA SK and to implement the Partnership Programme, (iii) the Partner significantly restricted or suspended the promotion of FORTUNA SK and the mediation of new Players or in other cases stated in these Business Terms and Conditions. If the conditions set out in this Article are met, the Partner's participation in the Partnership Programme shall be terminated on the date of notification of cancellation of its participation in the Partnership Programme.

- 7.3 Upon termination of the Partner's participation in the Partnership Programme, the Partner is obliged to return to FORTUNA SK immediately all documents containing confidential information (and all copies and derivatives thereof) obtained by participating in the Partnership Programme.
- 7.4 The termination of participation in the Partnership Programme does not relieve the Partner of any liability arising from any breach of these Business Terms and Conditions that occurred prior to the termination of participation in the Partnership Programme. The termination of participation in the Partnership Programme does not relieve the Partner of the obligation to comply with obligations that by their nature are to survive the termination of participation in the Programme.
- 7.5 Upon termination of the Partner's participation in the Partnership Programme, the Partner loses the right to use licenses, trademarks and other mark acquired in connection with the Partnership Programme and is obliged to remove any links from the Partner Website/Websites placed on the Partner Website/Websites in connection with the Partner's participation in the Partnership Programme. Otherwise, the Partner is obliged to pay a contractual penalty amounting to EUR 1,000 (in words: One Thousand Euros). This is without prejudice to the right of FORTUNA SK to the compensation of damage caused to FORTUNA SK by breaching Partner's obligations.
- 7.6 FORTUNA SK is entitled at any time to unilaterally set off any receivables from the Partner arising from the Partner's participation in the Partnership Programme against the Partner's entitlement to a Commission.

#### **8. FINAL PROVISIONS**

- 8.1 FORTUNA SK reserves the right to modify and/or change these Business Terms and Conditions at any time. Changes to these Business Terms and Conditions shall take effect on the date determined by FORTUNA SK, and FORTUNA SK shall be obliged to publish the changes in an appropriate manner (especially on the Partnership Programme Website and/or by delivery of information to the Partner's email address) at least five (5) days before the entry into force of the relevant changes.
- 8.2 FORTUNA SK reserves the right to terminate the Partnership Programme at any time. The termination of the Partnership Programme must be reported to the Partner in an appropriate manner, at least thirty (30) days in advance.
- 8.3 Any and all documents delivered to the Partner may be sent either electronically and/or by registered mail to addresses provided by the Partner to FORTUNA SK for this purpose. The contact details of FORTUNA SK are available on the Partnership Programme Website. The moment of delivery in the case of email is the moment of dispatch, in case of delivery through the Partnership Programme Websites (if such delivery is technically feasible in the specific case), the moment of storage in the secure section of the Partnership Programme Websites, and in the case of postal items, on the third (3<sup>rd</sup>) day after the shipment was submitted for postal delivery.
- 8.4 The Parties agree that if the Partner fails to issue a tax document (invoice) within one year from the date on which the Partner was entitled to the Commission, FORTUNA SK has a right to a contractual penalty amounting to the Commission for which the Partner failed to issue an invoice in such a period of 90 days. FORTUNA SK is entitled to set off the contractual penalty pursuant to this Article of the Business Terms and Conditions against the Partner's Commission.
- 8.5 These Business Terms and Conditions and all relationships between FORTUNA SK and the Partner shall be governed by the legislation of the Slovak Republic, in particular, the Act No. 171/2005 Coll. on Gambling Games and on Amendment and Supplement to Some Acts, as amended, the Act No. 30/2019 Coll. on gambling games and on the amendment to certain acts, as amended, and the Act No. 513/1991 Coll. – the Commercial Code, as amended, as well as by the provisions of other generally binding legal regulations.
- 8.6 The Business Terms and Conditions are compiled in the Slovak language. Unless otherwise proven, a photocopy or scan of these Business Terms and Conditions shall also be deemed to be a copy with the validity of the original.

- 8.7 The individual provisions of the Business Terms and Conditions are enforceable independently of each other and the invalidity and/or unenforceability of any of them shall have no effect on the validity and/or enforceability of the other provisions of these Business Terms and Conditions, except for cases when, in particular due to the importance of the nature or other circumstances related to such a provision of these Business Terms and Conditions, it is clear that the relevant provision of these Business Terms and Conditions cannot be separated from the other provisions of these Business Terms and Conditions.
- 8.8 Should any of the provisions of these Business Terms and Conditions become invalid/or unenforceable under generally binding legal regulations of the Slovak Republic, the validity and/or enforceability of the other provisions of these Business Terms and Conditions shall remain unaffected and such an invalid and/or unenforceable provision shall be replaced immediately by a new one, the effects of which are as closely as possible similar to the effects of the original provision, taking into account in particular the context and overall legal and economic purpose of the provision as well as these Business Terms and Conditions.
- 8.9 Any and all disputes arising from the cooperation between the Partner and FORTUNA SK in connection with the Partner's participation in the Partnership Programme shall be preferably settled preferably by agreement. If no such an agreement is reached within thirty (30) days of the occurrence of the dispute, FORTUNA SK and/or the Partner is entitled to take action before the competent court in the Slovak Republic.
- 8.10 The present Business Terms and Conditions come into force and effect on 15 January 2020 and fully replace any previous Business Terms and Conditions.