

GENERAL BUSINESS TERMS AND CONDITIONS OF THE PARTNER PROGRAMME OF THE COMPANY "FORTUNA GAME A.S."

1. INTRODUCTORY PROVISIONS

- 1.1 FORTUNA operates Games of Chance in the territory of the Czech Republic in accordance with the Gambling Act and on the basis of individual basic permits issued by the Ministry of Finance of the Czech Republic according to the approved Gambling Plans.
- 1.2 FORTUNA operates the Games of Chance, the participation in which is possible for registered Betting Persons who have met all the conditions specified in the Gambling Act and/or in the applicable Gambling Plan.
- 1.3 In connection with operation of the Games of Chance, FORTUNA organises a Partner Programme, whose aim is to ensure, in cooperation with the Partners: (i) marketing promotion of the FORTUNA brand and (ii) acquisition of new clients using services offered by FORTUNA, who get registered through the Partner Sites and make their first deposit on the Account.
- 1.4 Partner is a legal entity or an individual doing business, who operates or administers, on their own behalf, the Partner Sites and who is interested in cooperation with FORTUNA and at the same time, through the Partner Sites, in promoting the FORTUNA brand (including the ifortuna.cz web site and associated mobile applications) and in finding new clients for FORTUNA through the Partner Sites, all in accordance with and under the conditions specified in the present Terms and Conditions of the Partner Programme.

2. DEFINITIONS

- 2.1 The terms used in the text of the present Terms and Conditions of the Partner Programme (including the Introductory Provisions) beginning with capital letters shall have the following meanings:

"Tax on Games of Chance" means the percentage expression of the rate of tax on the Games of Chance, which FORTUNA is obliged to pay in accordance with applicable legal regulations in connection with the corresponding type of the Game of Chance;

"VAT" means value added tax in the rate specified by legal regulations;

"FORTUNA" means the company "FORTUNA GAME a.s.", having its registered office at Prague 1, Nové

Město, Na Florenci 2116/15, Post Code No. 110 00, Czech Republic, Company Reg. No.: 430 03 575, Tax Id. No.: CZ43003575, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, Insert 944;

"GGR" means the difference between the accepted bets for the Games of Chance (including bonus bets) from the Partner's Clients and the winnings paid out from the Games of Chance (including winnings from the bonus bets) to the Partner's Clients. GGR takes into consideration also the corrections, i.e. cancelled bets, erroneously entered betting events and other incorrect transactions which are corrected by FORTUNA. The GGR shall include only the bets made for the Games of Chance which the Partner's Clients made as registered Betting Persons;

"Games of Chance" mean games of chance operated by FORTUNA in the territory of the Czech Republic by means of a remote access through the Internet;

"Gambling Plan" means a gambling plan specifying particular rules and conditions of operation of individual Games of Chance operated by FORTUNA, which has been approved by the Ministry of Finance of the Czech Republic. The current wording of all the Gambling Plans for individual Games of Chance is available from the web site www.ifortuna.cz;

"Partner's Clients" mean all New Betting Persons who were ensured by the Partner during the continuous term of the contractual relations for FORTUNA within the framework of this Partner Programme through the Partner Sites;

"Account" means the account (or temporary account) which the company opens for a New Betting Person after completion of the registration in accordance with applicable Gambling Plans and other documents issued by FORTUNA in connection with registration;

"Marketing and Administration Costs" mean the costs spent by FORTUNA on marketing and other activities associated with operation of the Games of Chance. Marketing and Administration Costs include also administration costs of FORTUNA associated with operation of the Games of Chance. Marketing and Administration Costs are determined on a lump-sum basis and during calculation of the Commission they are taken into consideration by using the coefficient of 0.4;

“**Costs on the Partner’s Clients**” mean all costs of FORTUNA associated with promotion, i.e. especially free coupons, bonuses paid out to the Partner’s Clients, sponsored tournaments and all compensations paid out to the Partner’s Clients on the part of FORTUNA;

“**NGR**” has the meaning stated in Clause 4.1 of the present Terms and Conditions of the Partner Programme;

“**New Betting Person**” or “**FTD**” means a Betting Person, who, in accordance with the corresponding Gambling Plans (i) got registered through the ifortuna.cz web site (or through the FORTUNA application for mobile or other equipment) at FORTUNA through the reference placed on the Partner Site and who (ii) made the first financial deposit on the Account in real money in accordance with the corresponding Gambling Plan;

“**Partner**” means a legal entity or an individual doing business, who, in accordance with the present Terms and Conditions of the Partner Programme, has filed, at FORTUNA, an application for registration in the Partner Programme and whose application has been approved on the part of FORTUNA;

“**Partner Site**” means one or more web sites operated or administered in the Partner’s own name by the Partner, which is focused, in terms of its content, on natural persons over 18 years of age;

“**Partner Programme**” means the program operated by FORTUNA for the purpose specified in the present Terms and Conditions of the Partner Programme;

“**Conditions of the Partner Programme**” mean the present General Business Terms and Conditions of the Partner Programme of FORTUNA GAME a.s., as amended;

“**Commission**” means a remuneration whose amount shall be specified in accordance with the present Terms and Conditions of the Partner Programme for assurance of New Betting Persons through the Partner Site; the Commission shall be determined by way of a percentage part of the NGR of the Partner’s Clients in the follow-up to the number of registrations of New Betting Persons in the corresponding calendar month, all under the conditions specified in the present Terms and Conditions of the Partner Programme;

“**Application Form**” means the application form (registration form) which is available from the site of

the Partner Programme, through which it is possible to apply for participation in the Partner Programme;

“**Betting Person**” means a natural person who is at least 18 years old and who has completed, in accordance with the Gambling Plans, the registration at FORTUNA, or a natural person to whom the so-called temporary Account has been opened in accordance with the Gambling Plans;

“**Web Site of the Partner Programme**” means the web site “www.fortunaaffiliates.com”;

“**Parties**” mean together FORTUNA and the Partner;

“**Partner’s Account**” means the secured section within the framework of the Web Site of the Partner Programme in which the Partner logs by using their login data through the Web Site of the Partner Programme;

“**VAT Act**” means the Act no. 235/2004 Coll., on the Value Added Tax, as amended;

“**Gambling Act**” means the Act no. 186/2016 Coll., on gambling, as amended;

“**Applicant for Membership**” means a legal entity or an individual doing business, who, in accordance with the present Terms and Conditions of the Partner Programme, has sent their Application Form for registration in the Partner Programme to FORTUNA.

2.2 The definitions stated in Clause 2.1 of the present Terms and Conditions of the Partner Programme shall be used in a similar way for singulars or plurals of the terms defined.

2.3 Headings are inserted for the purpose of facilitation of orientation in the text of the present Terms and Conditions of the Partner Programme and shall not serve for their interpretation.

2.4 References to clauses appearing in the text of the present Terms and Conditions of the Partner Programme shall be references to clauses of the present Terms and Conditions of the Partner Programme, unless expressly stated otherwise.

3. PARTICIPATION IN THE PARTNER PROGRAMME

3.1 For participation in the Partner Programme, the Applicant for Membership is obliged to fill in the Application Form, which is available from the Web Site of the Partner Programme. The Applicant for Membership is obliged to fill in, fully and truly, all the data specified by FORTUNA in the Application Form. By filling in and sending the completed Application

Form, the Applicant for Membership unconditionally accepts the present Terms and Conditions of the Partner Programme, as well as all other rules specified by FORTUNA for participation in the Partner Programme and undertakes to meet them without reservation. The Applicant for Membership at the same time declares that before the sending of the Application Form they have made themselves familiar with the rules for the arising of an entitlement to the Commission specified in the present Terms and Conditions of the Partner Programme. For the purpose of access to the secured section of the Web Site of the Partner Programme, the Applicant for Membership is obliged to select a username and a password, which they are obliged to state in the Application Form, and at the same time they are obliged to maintain confidentiality regarding these data. FORTUNA shall not bear any liability for a misuse of the access data of the Applicant for Membership or the Partner.

3.2 FORTUNA shall consider the Application Form of the Applicant for Membership and through an e-mail message it shall inform them whether their Application Form has been approved by FORTUNA or not. FORTUNA reserves the right to refuse the Application Form of an Applicant for Membership, even without stating any reason. There is no legal entitlement to participation in the Partner Programme. On the approval of the Application Form on the part of FORTUNA, the Applicant for Membership becomes a Partner, and a contractual relation arises between FORTUNA and the Partner. Every Partner is authorised to register in the Partner Programme only once.

3.3 At the moment when the Applicant for Membership becomes a Partner in the Partner Programme, FORTUNA will activate the access to the Partner's Account for the Partner, and the Partner will log in the Account by using the login data set in the Application Form. In the Partner's Account, FORTUNA shall provide the Partner with access to all the documents associated with the Partner's participation in the Partner Programme, marketing tools specified by FORTUNA and at the same time also to the rendering of accounts relating to the Commission for the corresponding period for activities of the Partner Programme according to the present Terms and Conditions of the Partner Programme.

4. COMMISSION

4.1 In the case of fulfilment of all the conditions specified in the present Terms and Conditions of the Partner Programme, the Partner is entitled to the

Commission, which is to be specified by a percentage part of the NGR for the corresponding calendar month. The NGR shall be ascertained according to the following formula (hereinafter referred to as "NGR"):

$$\text{NGR} = \text{GGR} * (1 - \text{Tax on Games of Chance}) * (1 - \text{Marketing and Administration Costs}) - \text{Costs on the Partner's Clients}$$

4.2 The amount of the Commission for the corresponding calendar month depends on (i) the number of New Betting Persons ensured by the Partner in the corresponding calendar month and on (ii) the amount of the NGR generated by the Partner's Clients in the corresponding calendar month. The amount of the Commission shall be ascertained according to which of the below specified criteria is fulfilled in the corresponding calendar month:

NUMBER OF NEW BETTING PERSONS	NGR (IN CZK) GENERATED BY THE PARTNER'S CLIENTS	AMOUNT OF THE COMMISSION
0	0.00 to 24,999.99	10 %
1 to 10	25,000.00 to 74,999.99	20 %
11 to 30	75,000.00 to 149,000.99	30 %
31 to 50	150,000.00 to 249,000.99	40 %
51 to 100	250,000.00 to 499,999.99	50 %
101 to 150	500,000.00 to 749,999.99	60 %
151 and more	750,000.00 and more	70 %

In the case that the total NGR generated by the Partner's Clients is lower than the number of New Betting Persons ensured by the Partner in the corresponding calendar month, then the percentage rate for the corresponding calendar month shall be determined depending on the NGR achieved for the given calendar month and not depending on the number of New Betting Persons ensured by the Partner in the corresponding calendar month. If the NGR generated by the Partner's Clients is greater than the number of New Betting Persons ensured by the Partner for the corresponding calendar month, then the percentage rate for the corresponding calendar month shall be determined depending on the number of unique New Betting Persons in the corresponding calendar month. If the NGR generated by the Partner's Clients is negative, then the Commission for the corresponding calendar month shall be CZK 0.00 (in words: zero Czech crowns).

Example: If, for example, in the given calendar month the Partner ensures 40 FTD and the total NGR generated by the Partner's Clients amounts to CZK 200,000, the Partner will obtain a Commission amounting to 40 % of the NGR generated, i.e. the Commission for the corresponding calendar month shall amount to CZK 80,000, VAT exclusive.

If, for example, in the given calendar month the Partner ensures 80 FTD and the total NGR generated by the Partner's Clients amounts to CZK 800,000, the Partner will obtain a Commission

amounting to 50 % of the NGR generated, i.e. the Commission for the corresponding calendar month shall amount to CZK 400,000, VAT exclusive.

If, for example, in the given calendar month the Partner ensures 20 FTD and the total NGR generated by the Partner's Clients amounts to CZK 300,000, the Partner will obtain a Commission amounting to 30 % of the NGR generated, i.e. the Commission for the corresponding calendar month shall amount to CZK 100,000, VAT exclusive.

5. PAYMENT OF THE COMMISSION

5.1 FORTUNA shall calculate the amount of the Commission to which the Partner is entitled for the corresponding calendar month in connection with fulfilment of the conditions of the Partner Programme, always after the end of each calendar month of the Partner's participation in the Partner Programme. The total amount of the Commission for the corresponding calendar month shall always be stated in the rendering of accounts which FORTUNA makes accessible to the Partner in the Partner's Account, not later than within fourteen (14) days after the end of the corresponding calendar month, for which the rendering of accounts is carried out. FORTUNA does not provide any guarantees to the Partner in relation to the Commission calculation.

5.2 The entitlement to payment of the Commission shall arise to the Partner at the moment when the amount of the Commission exceeds € 50 (in words: fifty euros). The Commission shall be paid to the Partner on the basis of a tax document (invoice) which the Partner is obliged to draw up after entering relevant data through the Partner's Account in the period from the 15th to the 21st days of the month following after the month for which the Commission is to be paid. The maturity of the tax document (invoice) shall be (i) thirty (30) days from its provable delivery to FORTUNA at the specified e-mail address and (ii) sixty (60) days in the case that the Partner issues an invoice to the Commission for more than one (1) calendar month on the basis of one tax document (invoice). In the case that the Partner is a Czech entity who is a VAT taxpayer, the Commission shall be paid to the Partner solely to the registered bank account, which has been published in accordance with applicable legal regulations, otherwise the payment of the Commission shall be suspended until fulfilment of this obligation.

5.3 During the issuing of a tax document (invoice), the Partner is obliged to use always the identical identification number of the Partner, which was used at registration of the Partner in the Partner Programme, any changes in the identification number are subject to the prior consent of FORTUNA, which can be withheld without stating any reason. In the

case that the Partner does not have the data necessary for the issuing of the tax document (invoice) in their Partner's Account profile, especially the identification number, the payment of the Commission shall be suspended until completion of all prescribed data.

5.4 If the Partner disagrees with the amount of the Commission which was calculated by FORTUNA, they are obliged to inform FORTUNA about this fact not later than within ten (10) days from the making of the rendering of accounts accessible to the Partner in the Partner's Account, electronically to the e-mail address: info@fortunaaffiliates.com, and the Partner is at the same time obliged to state all the reasons for which they challenge the Commission calculation. In the case that the Partner does not challenge the amount of the Commission in the specified period, it shall be understood that they agree with the amount of the Commission.

5.5 The Commission shall be paid by FORTUNA to the Partner in accordance with the present Terms and Conditions of the Partner Programme on a monthly basis according to the rules specified in Article 4 of the present Terms and Conditions of the Partner Programme. In the case that the number of unique New Betting Persons at any time in three (3) consecutive calendar months is lower than ten (10), then the Parties have agreed that the calculation of the Commission shall be made with the use of the NGR generated by the Partner's Clients, who have become New Betting Persons in the period of twelve (12) months preceding the month when the condition specified in this Clause has occurred.

5.6 The Partner shall take cognisance of the fact that it is necessary to issue a proper tax document (invoice) for the corresponding calendar month and deliver the same to FORTUNA within the deadline specified in Clause 5.2 of the present Terms and Conditions. In the case that the Partner fails to deliver the tax document (invoice) to FORTUNA even by the 10th day of the third (3rd) month following after the month for which the Commission is to be paid, they are obliged to pay a contractual penalty to FORTUNA at an amount of 50 % of the Commission not invoiced. In the case that the Partner fails to deliver the tax document (invoice) to FORTUNA even by the 10th day of the sixth (6th) month following after the month for which the Commission is to be paid, they are obliged to pay a contractual penalty to FORTUNA at an amount of additional 50 % of the Commission not invoiced.

- 5.7 In the case of termination of the Partner's participation in the Partner Programme, the Partner is only entitled to the Commission accrued as at the day of termination of participation in the Partner Programme. In order to avoid any doubts, the Parties have agreed that the Partner's entitlement to payment of the Commission shall cease to exist on termination of the Partner's participation in the Partner Programme.
- 5.8 FORTUNA is authorised to suspend the payment to the Partner of the final Commission to be paid out in connection with termination of the Partner's participation in the Partner Programme, for up to ninety (90) days from the day of termination of the Partner's participation in the Partner Programme, so that it can ensure the payment of the correct amount of the Commission. If the Partner's participation in the Partner Programme is terminated on the part of FORTUNA in connection with a breach of the obligations provided for in the present Terms and Conditions of the Partner Programme, FORTUNA is authorised to withhold the Partner's Commission, for the purpose of a security for coverage of any claims or compensations of FORTUNA, implying from the breach of the present Terms and Conditions of the Partner Programme.
- 5.9 In the case that there is an error in the calculation of the Commission, FORTUNA reserves the right to modification of the erroneously calculated Commission, and the Commission calculated in such an incorrect way shall be taken into consideration in the nearest rendering of accounts.
- 5.10 In the case of a reasoned suspicion of an illegal and/or fraudulent act on the Partner's part, or on the part of the Partner's Clients, FORTUNA is authorised to suspend the payment of the Commission, until removal of all reasoned doubts which led to suspension of payment of the Commission.
- 5.11 The entitlement to payment of the Commission shall cease to exist in the case of a suspicion of FORTUNA that a New Betting Person ensured by the Partner is interconnected with the Partner in any way, or that the New Betting Person acts in concert with the Partner or if the New Betting Person is the Partner themselves in fact. In the case of such fraudulent conduct of the Partner, the Partner is obliged to pay to FORTUNA, at its request, a contractual penalty corresponding to the Commission paid out for the term of the contractual relation.
- 5.12 The Partner is obliged, at a request of FORTUNA, to return, to FORTUNA, all the financial means which have been paid out to the Partner within the framework of the Commission, for the transactions which were generated in a fraudulent or falsified way.
- ## 6. RIGHTS AND OBLIGATIONS OF FORTUNA
- 6.1 FORTUNA shall assign a unique identification code to every New Betting Person in such a way that it can monitor the data necessary for calculation of the Commission for the corresponding time period at the Partner's Clients. FORTUNA shall ensure the monitoring and reporting of activities of the Partner's Clients intermediated by the Partner.
- 6.2 All the costs associated with production of marketing materials which are to be used by the Partner in connection with participation in the Partner Programme shall be borne by FORTUNA. In this context, FORTUNA is authorised to modify or unilaterally change all such materials at any time.
- 6.3 FORTUNA is obliged to pay to the Partner the payable Commission, to which the Partner has become entitled in accordance with the rules specified in the present Terms and Conditions of the Partner Programme, unless expressly stated otherwise in the present Terms and Conditions of the Partner Programme. FORTUNA shall provide the rendering of accounts concerning the Commission to the Partner and shall ensure necessary customer support connected with the Partner's participation in the Partner Programme.
- 6.4 FORTUNA is authorised to refuse, at any time and at its discretion, any potential Betting Person declaring their interest in making a contract with FORTUNA and registration, even without stating any reason. FORTUNA is at the same time authorised to terminate a contract with any Client of the Partner in the case that the conditions foreseen by the Business Terms and Conditions for the contract on participation in FORTUNA games of chance or by the applicable Gambling Plan are complied with.
- 6.5 In the case that it is impossible to make bets for the Games of Chance operated by FORTUNA, FORTUNA shall not be liable towards the Partner for any damage (e.g. direct, indirect, extraordinary, consequential) caused by the impossibility of making bets. At the same time, FORTUNA shall not bear any responsibility for a failure, delay or interruption of the operation of the fortuna.cz web site and/or applications of FORTUNA for mobile or other devices serving for participation in the Games of Chance.
- 6.6 FORTUNA reserves the right to reduce the Partner's Commission in the case that according to the

conclusion derived by FORTUNA the Partner has reduced their effort associated with promotion of FORTUNA according to the rules of the Partner Programme, and/or intermediates essentially fewer New Betting Persons than in the previous comparable period.

7. RIGHTS AND OBLIGATIONS OF THE PARTNER

- 7.1 By entering the Partner Programme, the Partner undertakes, through the Partner web site, to promote FORTUNA, to support and refer potential Betting Persons to the ifortuna.cz web site and to make a contract and registration with the use of the link assigned. The link assigned can consist of one or more text references, banners or other marketing tools. All costs of implementation of the assigned links to the Partner Sites shall be borne solely by the Partner.
- 7.2 The Partner is exclusively responsible for the content and method of marketing and promotional activities, whereby the Partner promotes FORTUNA. The Partner undertakes to perform all activities within the framework of participation in the Partner Programme always in a professional and legal way and in accordance with the present Terms and Conditions of the Partner Programme. In this context, the Partner shall take cognisance of the fact that according to applicable legal regulations every advertising for a Game of Chance must contain a notice about prohibition of participation of persons younger than 18 years of age, and at the same time every advertising must include a visible and clear warning: *"The Ministry of Finance warns: Participation in the game can create addiction."*
- 7.3 The Partner undertakes not to promote FORTUNA in any manner which would be offensive, discriminatory, immoral, illegal or otherwise unsuitable or containing any sexually explicit, pornographic, obscene or graphically violent materials. In this context, the Partner is at the same time obliged not to proactively target advertising activities associated with participation in the Partner Programme to any persons who have not achieved the legal age limit for participation in the Games of Chance.
- 7.4 The Partner undertakes not to generate visitors of the www.ifortuna.cz web site and/or New Betting Persons from illegal and fraudulent activities. Any breach of this provisions shall be considered as a fraud and in such a case the Partner's entitlement to payment of any Commission shall cease to exist. At the same time, no entitlement to the Commission shall arise to the Partner from the Partner's activities

as a New Betting Person (or the Partner's Client), or if the Partner themselves takes part in the Games of Chance operated by FORTUNA, then their activities shall not be included into the calculation of the Commission amount.

- 7.5 The Partner is not authorised to send e-mails and messages the dissemination of which would be in contradiction with applicable legal regulations, i.e. the Partner is especially not authorised to send any messages which (i) can be assessed as unrequested mail (spam), (ii) contain untrue data or misleading statements, (iii) do not contain a possibility of logging off in real time, (iv) do not make it possible to truly identify the source and original IP address and/or the original e-mail address, (v) suites of certain software with other software, especially of a harmful intent or those that breach the right to privacy or insert icons or cause downloading or installation of software or similar events without the addressee's consent, (vi) contain "FORTUNA" in the name of the sender or in the e-mail address (vii) do not visibly and clearly contain the information that they are not communication of the FORTUNA company but the Partner's communication, (viii) are addressed to an addressee who has not given their consent to the Partner for the sending thereof according to applicable legal regulations. During all and any communication in connection with the Partner Programme, the Partner is obliged to always act in their own name, i.e. not in the name of FORTUNA, which must always be clear from the communication without any doubts.
- 7.6 While sending e-mails and messages, the Partner is at the same time obliged to ensure that all the e-mails and messages are sent in accordance with applicable legal regulations, especially with the General data Protection Regulation of 27 April 2016 (the so-called "GDPR"). Before sending any e-mail messages concerning FORTUNA (so-called campaigns), the Partner is obliged to inform FORTUNA and to announce at least: (i) the date of sending, (ii) the number of subjects addressed, (iii) topic of the mail, (iv) manner specifying how it is possible to log off from obtaining such messages.
- 7.7 In the case that the Partner entrusts a third party with the sending of e-mails and messages, the Partner is obliged to ensure that the rules for sending specified in the present Terms and Conditions of the Partner Programme are unconditionally respected also on the part of such a third party.
- 7.8 Apart from marketing materials provided by FORTUNA to the Partner within the framework of

participation in the Partner Programme and/or made accessible by FORTUNA to the Partner through the Web Site of the Partner Programme or the Partner's Account, the Partner must not use any other marking, trademarks or other intellectual property rights belonging to FORTUNA.

7.9 The Partner is not authorised to change or modify the assigned links or marketing materials provided by FORTUNA in connection with participation in the Partner Programme in any manner.

7.10 The Partner undertakes to proactively promote FORTUNA and to refer potential Betting Persons to the www.ifortuna.cz web site (or to applications for mobile devices, for all the time of participation in the Partner Programme. The term "proactive promotion" shall denote the exerting of maximum efforts to effective advertisement and promotion of FORTUNA according to the present Terms and Conditions of the Partner Programme, especially for the purpose of maximising the intermediation of New Betting Persons and increasing the number of the Partner's Clients.

7.11 The Partner shall be solely responsible for payment of all taxes, levies and other fees payable in the Czech Republic and/or abroad, associated with the obtaining of the Commission.

7.12 If there is any change in the data stated by the Partner in the Application Form, the Partner is obliged to provably inform FORTUNA about such a change without any delay, and the identification number of the Partner can only be changed after the prior consent of FORTUNA, which can be withheld even without stating any reason.

7.13 The Partner is not authorised to assign any rights and obligations connected with participation in the Partner Programme to a third person without the prior written consent of FORTUNA.

7.14 All the intellectual property rights, including, without limitation to, business and financial information, lists of Betting Persons, as well as the information on turnovers and all data concerning the products, records, activities, business plans, processes, information on products, know-how, business secrets, business opportunities and similar data of FORTUNA shall be considered as confidential. The Partner is not authorised to use this information for their own business or other purposes or disclose the same to third persons without the prior written consent of FORTUNA.

7.15 The Partner is obliged to maintain confidentiality regarding all the facts of which the Partner learns in connection with participation in the Partner Programme, especially, without limitation to, with regard to the Partner's Clients, bet amounts, as well as with regard to all confidential information according to Clause 7.14 of the present Terms and Conditions of the Partner Programme. The obligation of non-disclosure specified in this Clause shall persist even after termination of the Partner's participation in the Partner Programme.

7.16 The Partner shall take cognisance of the fact that FORTUNA is authorised, at any time, to make partnership also with other partners, under the same or different terms and conditions with regard to those provided to the Partner.

7.17 The Partner is obliged to refrain from registration (or application for registration) of any domain whose name would be similar to the names of the domains used or owned by FORTUNA or of any other domain from which any connection with FORTUNA could be derived.

7.18 The Partner and FORTUNA hereby declare, in a mutual agreement, that within the framework of cooperation of the Partner and FORTUNA on the Partner Programme, FORTUNA does not provide the Partner with any personal data of the Partner's Clients. The Partner hereby declares that all personal data which the Partner registers about the Partner's Clients are obtained from the Partner's Clients exclusively through the Partner's own activities, and in this context the Partner undertakes that during the processing of personal data of the Partner's Clients the Partner is obliged to proceed in accordance with applicable legal regulations.

8. TERMINATION OF PARTICIPATION IN THE PARTNER PROGRAMME

8.1 The Partner's participation in the Partner Programme can be terminated by way of an agreement, notice of termination or immediate cancellation. Both FORTUNA and the Partner are authorised to terminate the Partner's participation in the Partner Programme even without stating any reason. The notice period according to this Article shall be thirty (30) days and shall start running on the day following after the day of delivery of the notice of termination to the other Party.

8.2 FORTUNA is authorised to immediately cancel the Partner's participation in the Partner Programme, especially in the case that (i) the Partner breaches any obligation determined in the present Terms and

Conditions, (ii) it is necessary for protection of the interests of FORTUNA and/or for operation of the Partner Programme, (iii) the Partner has reduced or suspended promotion of FORTUNA and intermediation of New Betting Persons in a significant way. In the case of fulfilment of the conditions specified in this Article, the Partner's participation in the Partner Programme shall cease to exist on the day of delivery of the notice of cancellation of the Partner's participation in the Partner Programme.

- 8.3 FORTUNA is also authorised to immediately cancel the Partner's participation in the Partner Programme in the case that the Partner did not ensure, in the corresponding calendar year quarter at least three (3) New Betting Persons through the Partner Sites.
- 8.4 Upon termination of the Partner's participation in the Partner Programme, the Partner is obliged to return, without any delay, to FORTUNA all the confidential information (and all copies and materials derived from it), which they have obtained within the framework of their participation in the Partner Programme.
- 8.5 The termination of participation in the Partner Programme shall not release the Partner from any liability implying from a breach of the present Terms and Conditions of the Partner Programme, which occurred before termination of participation in the Partner Programme.
- 8.6 At the moment of termination of participation in the Partner Programme, the Partner loses their entitlement to the use of licences, trademarks and other markings which they obtained in connection with participation in the Partner Programme and is obliged to remove from the Partner Sites all references that have been implemented on the Partner Sites in connection with the Partner's participation in the Partner Programme.
- 8.7 FORTUNA is authorised to unilaterally set off, at any time, any receivables owed by the Partner and arising in connection with the Partner's participation in the Partner Programme, against the Commission.

9. FINAL PROVISIONS

- 9.1 FORTUNA reserves the right to change in the present Terms and Conditions of the Partner Programme (including the method of calculation of the Commission) provided that all such changes are binding on the Partner from their effective date. Any changes in the present Terms and Conditions of the Partner Programme shall be effective on the day specified by FORTUNA, and FORTUNA is obliged to

publish such changes in a suitable way (especially on the Web Site of the Partner Programme, through the Partner's Account and/or by delivery to the Partner's e-mail address), at least five (5) days before the effective date of such changes.

- 9.2 Contractual penalties according to the present Terms and Conditions of the Partner Programme shall be payable within seven (7) days from the sending of the FORTUNA's request for their payment, unless the present Terms and Conditions of the Partner Programme expressly specify otherwise. The arrangements concerning a contractual penalty shall be without prejudice to compensation of damage caused by a breach of the obligations to which the contractual penalties apply. The Parties declare, in their mutual agreement, that the amount of the contractual penalties according to the present Terms and Conditions of the Partner Programme is adequate to the value and importance of undertakings to which they relate.
- 9.3 FORTUNA reserves the right to terminate the Partner Programme at any time, provided that the termination of the Partner Programme must be announced to the Partner in a suitable way with a notice period of at least thirty (30) days.
- 9.4 All the written documents delivered to the Partner can be made electronically and/or through a registered letter, to the addresses provided by the Partner to FORTUNA for this purpose and/or through the Partner's Account. The contact data of FORTUNA are available on the Web Site of the Partner Programme. The moment of delivery shall be considered, in the case of delivery through an e-mail message, as the moment of sending, in the case of delivery through the Partner's Account (if such a delivery is technically feasible in a given particular case) the moment of saving on the Partner's Account through a corresponding functionality, and in the case of a postal consignment as the third (3rd) day after the filing of the consignment at the post office.
- 9.5 By accepting the present Terms and Conditions of the Partner Programme, the Partner agrees and has agreed with FORTUNA that all the rights and obligations of the Partner and of FORTUNA arising on the basis of and in connection with cooperation within the framework of the Partner Programme shall be subject to a limitation period of one (1) year. For avoidance of any doubts, the Parties have agreed that if the Partner does not issue, during the limitation period agreed upon, a tax document (invoice) for payment of the Commission, the entitlement to the Commission payment shall cease to exist, which shall

be without prejudice to other rights of FORTUNA determined in the present Terms and Conditions of the Partner Programme.

- 9.6 The present Terms and Conditions of the Partner Programme, as well as all relations between FORTUNA and the Partner shall be governed by legal regulations of the Czech Republic, especially by the Act no. 89/2012 Coll., Civil Code, as amended.
- 9.7 All possible disputes arising from cooperation of the Partner and FORTUNA in connection with the Partner's participation in the Partner Programme shall be resolved by way of amicable settlement. If the disputes are not resolved by way of amicable settlement, the Parties have agreed that the locally competent court for resolution of disputes and other legal matters implying from the Partner Programme shall be the District Court for Prague 1 in the case that a district court is materially competent to resolve the matter, or the Municipal Court in Prague in the case that a regional court is materially competent to resolve the matter.
- 9.8 In the case of any disputes concerning the Partner Programme, it is the opinion of FORTUNA that shall always be decisive.
- 9.9 Should any provision of the present Terms and Conditions of the Partner Programme be or become invalid, ineffective or unenforceable, it shall be without prejudice to validity, effectiveness and enforceability of the other contractual arrangements. The Parties are obliged to provide each other with mutual assistance in order to replace the invalid, ineffective or unenforceable provision with a provision that is valid, effective and enforceable and that maintains, to the maximum possible extent, the economic purpose intended by such an invalid, ineffective or unenforceable provision. The same shall apply also to a case of a contractual gap.
- 9.10 The present Terms and Conditions of the Partner Programme can be issued in other language versions published through the Web Site of the Partner Programme. The Parties have agreed that the decisive wording shall always be the wording in the Czech language and that the other language versions shall be of informative nature only.
- 9.11 The Terms and Conditions of the Partner Programme in this wording shall become valid and effective on **1 February 2020** and as at this effective date they shall replace, to the entire extent, the previous terms and conditions (including all possible side arrangements between FORTUNA and the Partner) concerning the Partner Programme.