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

EFFECTIVE FROM 01.08. 2025

## 1. INTRODUCTORY PROVISIONS

FORTUNA SFORTUNA 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 City Court Bratislava III, 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. 30/2019 Coll. on Gambling games and on the amendment to certain acts, as amended (hereinafter referred jointly to as the "**Act**"), and ii) on the basis of an individual license for the operation of rate bets in a gambling house, in establishments and in an on-line gambling house granted by the Gambling Regulatory Authority, and iii) under an approved game plan, the current version of which is available on the www.ifortuna.sk website, and under iv) an individual license for the operation of online games in an online casino granted by the Gambling Regulatory Authority, and v) under an approved related game plan, the current version of which is available on www.ifortuna.sk.

1.1 Based on an individual license granted by the Gambling Regulatory Authority, FORTUNA SK operates gambling games - rate bets in a gambling house, in establishments and in an on-line gambling house. Based on a second individual license granted by the Gambling Regulatory Authority, FORTUNA SK operates online games in an online casino. A natural person under the age of 18 years is prohibited from joining rate bets and online games in an online casino. The natural person must not be registered in the "register of the natural persons excluded from gambling" administered by the Gambling Regulatory Authority and the natural person shall also be successfully registered with FORTUNA SK according to the 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**"). Players can participate in gambling games operated via the internet through the website of the company FORTUNA SK www.ifortuna.sk.

1.2 The Partner is either a natural person - an 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 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

2.1 The precondition for the participation in the FORTUNA SK Partnership Programme (hereinafter referred to as the "**Partnership Programme**") is to complete an application form by the applicant for the participation in the Partnership Programme, which is available on the Partnership Programme website www.fortunaaffiliates.com (hereinafter referred to as the "**Partnership Programme Website**"). In the application form of the Partnership Programme, the applicant for the participation in the Partnership Programme is obliged to fill in all data required by FORTUNA SK. The Partner is responsible for the truthfulness, the accuracy and the actuality of the data provided in the application form and the Partner is responsible for the fact that the provided e-mail address is functional and fully serving the purpose of sending and receiving of messages relevant to the participation in the Partnership Programme. 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 the 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 Website, 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.

2.2 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 a reason. 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.

2.3 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.

2.4 For the avoidance of any doubt, the terms used in these Business Terms and Conditions shall have the following meaning:

*Total turnover of a Player* – means the total amount of received bets of a Player for a given period.

*Active Player* - means a Player after the cumulative fulfillment of the following conditions: (a) successful registration and establishment of a player account according to the conditions of Article 3 point 3.1 of the Business Terms and Conditions, and (b) making the first deposit to the player account.

*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 compensations 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 illegal collusion, the misuse of bonuses paid to Players, legalization of proceeds from criminal activity, 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. 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 website, to which the Player was referred from the Partner Website/Websites, the Partner is entitled to a commission on Net Player Income (hereinafter referred to as the "**Commission**") for a period of at least one (1) year from the moment of fulfilment of the

conditions for entitlement to the Commission
on Net Player Income.

3.2 The amount of the Commission that belong to the Partner based on the decision of FORTUNA SK is as follows:

| Number of new Active Players per calendar month | The amount of the Commission from the Player's Net Income per calendar month | Period of payment of the Commission from the moment the conditions of the right to the commission have been fulfilled according to article 3.1 for each Player individually |
|---|---|---|
| 0-20 | 20% | Maximum 1 year (365 days) |
| 21-30 | 30% | Maximum 1 year (365 days) |
| 31-40 | 30% | Maximum 2 years (730 days) |
| 41-50 | 35% | Maximum 2 years (730 days) |
| 51-60 | 38% | Maximum 3 years (1095 days) |
| 61+ | 40% | Maximum 4 years (1 460 days) |

For the avoidance of doubt, an example of the calculation of the Commission for a calendar month is illustrated in the following cases:

• The Partner registered in the Partnership Programme on January 1st, 2021.

• The Partner mediated a total of 15 new Active Players in the calendar month of September 2025. Based on this, for the month of September 2025, the Partner is entitled to a total Commission of 20% of the Player's Net Income generated during the month of September 2025 by each Player who has successfully registered via the link of the Partner on www.ifortuna.sk since September 1st 2024.

• The Partner mediated a total of 32 new Active Players in the calendar month of October 2025. Based on this, for the month of October 2025, the Partner is entitled to a total Commission of 30% of the Player's Net Income generated during the month of October 2025 by each Player who has successfully registered via the link of the Partner on www.ifortuna.sk since October 1st 2023.

• The Partner mediated a total of 55 new Active Players in the calendar month of November 2025. Based on this, for the month of November 2025, the Partner is entitled to a total Commission of 38% of the Player's Net Income generated during the month of November 2025 by each Player who has successfully registered via the link of the Partner on www.ifortuna.sk since November 1st, 2022.

• The Partner mediated a total of 63 new Active Players in the calendar month December 2025. Based on this, for the month of December 2025, the Partner is entitled to a total Commission of 40% of the Player's Net Income generated during the month of December 2021 by each Player

who has successfully registered via the link of the Partner on www.ifortuna.sk since December 1st, 2021.

FORTUNA SK is entitled to grant the Partner the right to Commission also for other activities of the Partner related to the participation in the Partnership Programme, in which case the conditions for obtaining the Commission will be stated either on the Partnership Programme Website 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 their 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 Website.

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 In the event that the total sum of deposits made to a player's account by a Player, who was mediated by the Partner and who has met the conditions of article 3.1 of these Business Terms and Conditions, exceeds the total amount of EUR 250 000 (in words: two hundred and fifty thousand euros), the Partner loses the right to any further Commission calculated from the Player´s Net Income generated by this Player. The Net Income generated from the Player and any further activities of such Player will no longer be associated with the Partner's participation in the Partnership Programme once the stated deposit amount is exceeded.

3.6 In the case of a Partner established in the territory of the Slovak Republic, who is a value added tax (hereinafter referred to as "**VAT**") payer, the Commission shall be calculated and stated in accordance with the rules set out in the Articles 3.1 and 3.4 of these Business Terms and Conditions, with the addition that the Commission shall be reduced by the amount corresponding to the current VAT rate from the Commission calculated in this way, taking into account the fact that FORTUNA SK is not a VAT payer and the VAT constitutes therefore a legitimate cost of FORTUNA SK related to the payment of the Commission. In the case of a Partner established in the territory of the Slovak Republic, who is not a VAT payer, the Commission shall be calculated and stated in accordance with the rules set out in the Articles 3.1. and 3.4 of these Business Terms and Conditions, provided that the Commission shall not be reduced by the amount corresponding to the current VAT rate.

3.7 In the case of a Partner established outside of the territory of the Slovak Republic (hereinafter referred to as the „Foreign Partner"), the Commission shall be calculated and stated in accordance with the rules stated in Articles 3.1 and 3.4 of these Business Terms and Conditions, with the addition that the Commission shall be

reduced by the amount corresponding to the current VAT rate from the Commission calculated in this way, with respect to the duty of FORTUNA SK to pay the VAT from the Commission in the Slovak Republic due to reverse charge. In this context, the company FORTUNA SK applies reverse charge VAT taxation (the tax is paid by FORTUNA SK as a customer). The procedure set out in this article shall apply to all Foreign Partners regardless of whether or not the Foreign Partners are VAT payers that are based in a Member State of the European Union and a country outside the European Union.

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 VAT 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 Website, 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 Website between the 20th and the 28th day of a month following the month for which the Commission is paid. The due date of the tax document (invoice) is sixty (60) days from the date of its demonstrable dispatch to FORTUNA SK, to the e-mail address skinvoice@feg.eu. 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 Website, electronically at the email address of the responsible employee – the affiliate manager, which is available within the secure section of the Partnership Programme Website, 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. FORTUNA SK is entitled not to pay such withheld Commission if FORTUNA SK has a reasonable suspicion that the Partner has violated the conditions of these Business Terms and Conditions.

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 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, the game plan or these Business Terms and Conditions and failed to notify this fact to FORTUNA SK within five (5) business days at the latest from the moment the Partner has become aware of this fact.

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.

4.11 A Commission amount that has not been withdrawn by the Partner within 4 calendar years since the day this Commission amount has been eligible to be withdrawn via the secure section of the Partnership Programme Website, will be forfeited in accordance with the provisions of the Law 513/1991 Coll. - Commercial Code. The Partner is going to be notified about this fact 30 days in advance. If the Partner does not respond to this notification within the next 30 days after it was sent to the e-mail box, the specified amount, which is the subject of the notification, will be forfeited.

## 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. The validity of *affiliate cookies* is 168 hours from the last click on the assigned link of the Partner, with the last-click attribution model being used.

5.3 Any and all costs related to the production of FORTUNA SK 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 and the Partner is obliged to provide cooperation to FORTUNA SK in this regard.

5.4 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.

5.5 FORTUNA SK may at any time, at its sole discretion, refuse any prospective Player who wishes to register, without giving any reason whatsoever in accordance with the game plan of Fortuna SK and the valid provisions of the Act. At the same time, FORTUNA SK is entitled to cancel the Player's account in accordance with the game plan of FORTUNA SK.

5.6 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.

## 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 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. The partner is also obliged not to promote the company FORTUNA SK through websites or systems that infringe copyright or via pages or systems that link to other websites/systems that infringe any copyright. At the same time, the partner also undertakes not to implement the previously mentioned prohibited ways of promotion of the company FORTUNA SK through the services of third parties such as advertising networks or through the purchase of advertising space via various platforms or exchanges. 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. The partner must not promote the company FORTUNA SK in a way that would evoke that participation in gambling is a source of income, an investment, a guarantee of winnings, the solution of difficult life situations or in any other way that would motivate players to play beyond their financial situation or in general in conflict with the principles of responsible gaming. The Partner must advertise Fortuna SK in accordance with the provisions of this paragraph and the General Terms and Conditions only to users who participate in gambling games from the territory of the Slovak Republic. The Partner must, upon request by FORTUNA SK, demonstrate all sources of visitors and/or players to the website www.ifortuna.sk without undue delay.

6.4 The Partner undertakes not to generate the visitors of the www.ifortuna.sk website and/or Players with respect to illegal or fraudulent activities. The Partner must not generate traffic using *iframes*, and the Partner must also not implement the assigned Partner links into *iframes.* The Partner must not modify the assigned Partners' links in accordance with article 6.7 of these Business Terms and Conditions, particularly by implementing the Partner's *affiliate cookies* into the browsers of website visitors or distributing the Partner's *affiliate cookies* by any other technical means (i.e., engaging in any type of so-called "*cookie stuffing*"), circumventing the use of the assigned Partner link. The assigned Partner link must not be used in a manner where the user clicks on it involuntarily or in a manner where the user clicks on the assigned Partner link without a clear indication of the association of the Partner's link with FORTUNA SK. 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 (or through members of the statutory body or employees of 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 realtime 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 SK. The Partner is liable to FORTUNA SK for the breach of obligations under this article of the Business Terms and Conditions, including liability for lost profits.

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 Website.

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 Website.

6.8 The Partner undertakes to actively promote FORTUNA SK and to refer prospective Players to the 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, knowhow, 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), no later than 5 days from the receipt of the written request from FORTUNA SK, with FORTUNA SK's right to compensation for damages caused to FORTUNA SK exceeding the contractual penalty not being affected. The Partner's obligation pursuant to this article remains in effect even after the termination of participation in the Partnership Programme without any time limitation.

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 Partnership 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 first day of the month following the month in which the notice was delivered 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 (iv) 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 derivates 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) no later than 5 days from the receipt of a written request from FORTUNA SK, with FORTUNA SK's right to compensation for damages caused to FORTUNA SK by the Partner's breach of obligation that exceed this contractual penalty not being affected.

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.

7.7 FORTUNA SK reserves the right to terminate a Partner´s participation in the Partnership Programme without prior notice, if the Partner has not logged-in to the Partnership Programme via the secure section of the Partnership Programme Website for a continuous period of 2 years, provided that there is no Commission balance available within the secure section of the Partnership Programme Website.

7.8 FORTUNA SK reserves the right to terminate the Partner's participation in the Partnership Programme without further notice if the Partner fails to provide official documents related to the conduct of their business activities upon request by FORTUNA SK. The Partner's participation in the Partnership Programme ceases in accordance with this article of the Business Terms and Conditions on the date of FORTUNA SK's notification of the cancellation of their participation in the Partnership Program. The provisions of Article 7.4 of the Business Terms and Conditions are not affected by this.

## 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 Website (if such delivery is technically feasible in the specific case), the moment of storage in the secure section of the Partnership Programme Website and in the case of postal items, on the third (3rd) 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, which will be listed on the Partnership Program Website for the Partner (i.e., for which the Partner has not issued an invoice). The Partner is obliged to pay FORTUNA SK the contractual penalty according to the immediately preceding sentence no later than 5 days from the receipt of a written request from FORTUNA SK. 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 (also the Foreign Partner) shall be governed by the legislation of the Slovak Republic, in particular the Act No. 513/1991 Coll. – the Commercial Code, as amended, as well as by the provisions of other generally binding legal regulations. The provision of this article is considered an agreement on the governing law in the case of a Foreign Partner with a registered office in a member state of the European Union, according to Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

8.6 The Business Terms and Conditions are compiled in Slovak and English 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. In case of a discrepancy between the Slovak and English language version of these Business Terms and Conditions, the Slovak version shall prevail.

8.7 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.

8.8 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 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 (and this applies also in the case of a Foreign Partner, i.e., this provision is an agreement between FORTUNA SK and the Partner regarding the competent court).

8.9 The present Business Terms and Conditions come into force and effect on the 01st of August 2025 and fully replace any previous Business Terms and Conditions.