

GENERAL TERMS AND CONDITIONS OF SPALNEO

These General Terms and Conditions (the “**Partnership Terms and Conditions**”) form an integral part of the service agreement (the “**Agreement**”) entered into between the Affiliate and the Partner (as defined below) and (i) stipulate the terms on which the Affiliate will provide the Spalneo Services to the Partner and (ii) regulate the conditions of use of the Spalneo Platform.

The terms and conditions of the contractual agreement concluded (or to be concluded) between SK Spalneo and the relevant Customer are listed in the Customer GTC, as published at the Spalneo Platform.

1. INTERPRETATION

1.1. In these Partnership Terms and Conditions, the capitalised terms shall have the following meaning:

Accommodation means the accommodation service at an accommodation facility (which may, but does not have to, be provided with another ancillary service or treatment), such as hotels, wellness hotels, spa hotels and other accommodation facilities;

Account Settlement Documents has the meaning ascribed to this term in clause 8.1;

Act on Tours and Travel Agencies means Act No. 281/2001 Coll. on tours, on conditions of business of travel agencies and travel offices;

Affiliate means affiliate of SK Spalneo, with whom the Partner has entered in the Agreement ;

Agreement has the meaning defined in the Preamble to these Partnership Terms and Conditions;

Ancillary Services has the meaning ascribed to this term in clause 2.1;

Application means the application designated as “Spalneo” for the iOS and Android operating systems available at digital distribution platforms AppStore and GooglePlay;

Cancellation Conditions has the meaning defined in the Customer GTCs;

Cancellation Fee means the fee payable by the customer subject to the terms and conditions of the Cancellation Conditions;

Commercial Representation has the meaning ascribed to this term in clause 2.1;

Commission has the meaning ascribed to this term in clause 7.1;

Commitment Period has the meaning ascribed to this term in clause 4.1;

Content has the meaning ascribed to this term in clause 9.2;

Customer means the end consumer of the Partner’s Services;

Customer Contract means a contract entered into under and/or in connection with the provision of the Spalneo Service between the Partner and a Customer the subject matter of which, is the provision of the Partner’s Service;

Customer GTCs means the general terms and conditions applicable to the services provided by SK Spalneo to Customers via the Spalneo Platform as made available on the Spalneo Platform, including their changes, amendments and supplements made available from time to time on the Spalneo Platform;

Financial Deposit has the meaning ascribed to this term in clause 5.1;

Fixed Price has the meaning ascribed to this term in clause 6.1;

General Terms and Conditions of the Provision of Services has the meaning ascribed to this term in clause 9.10;

Login Data has the meaning ascribed to this term in clause 9.1;

New Intellectual Property Rights has the meaning ascribed to this term in clause 13.5;

Offer means an offer to provide the Partner's Service addressed to the Customers via the Spalneo Platform;

Operator of the payment platform means Wirecard Bank AG, with its registered office at Einsteinring 35, 85609 Aschheim, Germany;

Partner means the provider of Accommodation and/or Services who entered into the Agreement with the Affiliate;

Partner's Intellectual Property Rights has the meaning ascribed to this term in clause 13.1;

Partner's Service means Accommodation and/or a Service. For the avoidance of any doubt, neither the Accommodation nor the Service shall constitute a tour (in Slovak "zájazd") within the meaning of Section 2 of the Act on Tours and Travel Agencies;

Partnership Terms and Conditions has the meaning stated at the beginning of this document;

Partnership Registration Form means the registration form made available in part B2B of the Website containing (i) information necessary to enter into the Agreement marked "*", (ii) information not necessary to enter into the Agreement not marked "*" and (iii) a consent with these Partnership Terms and Conditions;

Payment Platform means the payment system developed and operated by the Operator of the payment platform;

Personal Data Protection Regulation means (i) Act No. 18/2018 Coll. on Protection of Personal Data, (ii) the applicable laws providing for the protection of personal data in connection with electronic communication, (iii) all other laws and binding regulations applicable to the processing of personal data under the Agreement;

Purpose has the meaning ascribed to this term in clause 14.2;

Rating has the meaning ascribed to this term in clause 12.1;

Reservation System with Online Calendar means the reservation system with an online calendar for the management of the Partner's Services, Customers and the time of provision of the Partner's Services;

Service means the provision of treatments and services usually provided at beauty salons, cosmetic studios, hairdressing salons, nail studios, massage parlours, city spas, fitness studios, yoga studios, and the provision of other services at similar facilities;

Settlement Period has the meaning ascribed to this term in clause 8.1.

SK Spalneo means the company Spalneo, s.r.o., with its registered office at Strakova 3, 811 01 Bratislava, Identification No. (IČO): 50 164 465, registered in the Commercial Register of the District Office Bratislava I, section: Sro, insert No.: 109476/B, Tax Identification No.: 2120254851 which is the proprietary owner of the Spalneo Platform;

Spalneo Intellectual Property Rights has the meaning ascribed to this term in clause 13.3;

Spalneo Services means the Commercial Representation and the Ancillary Services;

Spalneo Partnership Packages has the meaning ascribed to this term in clause 2.7;

Spalneo Platform means the Application and/or the Website and/or the Reservation System with Online Calendar;

Website means the website operated by SK Spalneo at www.spalneo.com;

2. GENERAL TERMS AND CONDITIONS OF THE PROVISION OF THE SPALNEO SERVICES

- 2.1. Under the Agreement, the Affiliate undertakes (i) on its own or by using the subcontracting services of SK Spalneo which is acting within the Travel Agency trade license (“in Slovak: *“Prevádzkovanie cestovnej kancelárie”*”) and in accordance with Section 3 paragraph 2(b) of Act on Tours and Travel Agencies to perform activities for the Partner aimed at entering into a Customer Contract in the manner and using the methods set out in the Agreement and made available on the Spalneo Platform (the “**Commercial Representation**”) and (ii) to provide other ancillary services agreed between the Affiliate and the Partner (the “**Ancillary Services**”), and the Partner undertakes to pay the Affiliate the agreed fee.
- 2.2. The Affiliate shall perform the Spalneo Services mainly via the functionalities of the Spalneo Platform made available to the Affiliate by SK Spalneo.

Terms and conditions applicable to the Commercial Representation

- 2.3. The Affiliate shall carry out the Commercial Representation mainly via publishing the Offer of the Partner’s Services on the Spalneo Platform or by making it possible for the Partner to publish the Offer of its services on the Spalneo Platform.
- 2.4. From time to time, the Affiliate may carry out the Commercial Representation in another way at its own discretion, mainly by contacting potential Customers via electronic means (e-mail), in person as part of the so-called “outdoor sale efforts” (e.g. during fairs, presentation events and public events), by phone.
- 2.5. The Affiliate may carry out the Commercial Representation without any territorial restrictions. Commercial Representation shall be carried out as nonexclusive representation and the Partner may sell its services and/or products via third parties; however, this shall not affect the rights and obligations set out in the Agreement.
- 2.6. The Partner hereby appoints the Affiliate to enter into Customer Contracts with an (in advance) unknown number of Customers and (in advance) unknown Customers on behalf and for the account of the Partner in the manner and subject to the terms and conditions of the Agreement (the integral part of which are these Partnership Terms and Conditions).

Terms and conditions applicable to the provision of the Ancillary Services

- 2.7. The scope of the Ancillary Services provided by the Affiliate depends on the selected level of the provided Ancillary Services; this level may differ for Partners providing Services and for Partners providing Accommodation (the “**Spalneo Partnership Package**”). The agreed Spalneo Partnership Package shall be specified in the Agreement. The Partner hereby acknowledges that from time to time, the Affiliate may unilaterally change the scope and the terms and conditions of the services included in the Spalneo Partnership Package; however, these changes may not be entirely disproportional to the scope of the Ancillary Services provided by the Affiliate before that change.
- 2.8. The Affiliate will be providing also technical support for the Spalneo Platform; however, this support shall be provided outside the scope of the Spalneo Services “as is” and “as available”, i.e. without any additional entitlements and liabilities of the Affiliate. In addition, The Affiliate does not warrant or shall not be liable if the Spalneo Platform is not accessible from time to time, fully or partially non-operational or if other errors and interruptions, that are common for similar software solutions, take place.

3. ENTERING INTO THE AGREEMENT

- 3.1. The Spalneo Services shall be provided under the Agreement entered into under the following terms and conditions.

General terms and conditions applicable for entering into the Agreement

- 3.2. Notwithstanding anything set out below, the Agreement may be entered into

- (a) in one of the manners set out in these Partnership Terms and Conditions; or
 - (b) in another written manner.
- 3.3. These Partnership Terms and Conditions shall be an integral part of each Agreement. The terms and conditions agreed in writing in the Agreement shall prevail over the terms and conditions set out in these Partnership Terms and Conditions. For the avoidance of any doubts, any written communication, proposals or other form of communication containing different commercial terms and conditions than those set out in the Agreement (or in these Partnership Terms and Conditions) shall have no effect on the rights and obligations of the parties stipulated in the Agreement.

Entering into the Agreement electronically via the Spalneo Platform

- 3.4. Depending on the kind of the provided Partner's Services and available functionality, the Partner may be allowed to enter into the Agreement via the Spalneo Platform by completing the Partnership Registration Form. Upon completing the Partnership Registration Form, the Partner shall send the Affiliate a proposal to enter into the Agreement (the "**Proposed Agreement**"). A Proposed Agreement that does not contain all required information (marked "*") shall have no legal effects and the Affiliate shall invite the Partner to supplement the required information. Upon receiving the Proposed Agreement, the Affiliate may, at its own will and discretion, accept or reject such Proposed Agreement. A notice of acceptance (or rejection) of the Proposed Agreement shall be made available by the Affiliate on the Spalneo Platform and/or sent by e-mail within two business days to the e-mail address specified by the Partner in the Partnership Registration Form.
- 3.5. At any time after entering into the Agreement, the Affiliate may, pursuant to clause 3.4, verify the identity of the Partner as a party to the Agreement at its own discretion, in particular by visiting the Partner in person, mailing a written counterpart of the Agreement for signing or in another appropriate manner. In case of doubt, the Affiliate may unilaterally suspend the provision of the Services or otherwise provide for the protection of its rights and interests protected by law.

Entering into the Agreement by a handwritten signature

- 3.6. The Agreement may also be entered into by both parties by attaching their handwritten signatures to the written counterpart of the Agreement. The Affiliate shall deliver to the Partner the wording of the terms of the Agreement against the completed Partnership Registration Form. For the avoidance of doubts, the delivery of the terms and conditions of entering into the Agreement shall not be regarded as a "proposal to enter into the agreement" and the Agreement shall be entered into only upon the notice of acceptance by the Affiliate, i.e. by delivering (by electronic means, by mail or in person) one counterpart of the Agreement containing the signatures of both parties.

4. COMMITMENT OF SERVICES

- 4.1. Subject to the terms and conditions specified in the Spalneo Partnership Packages, provision of certain Ancillary Services may be associated with the obligation to subscribe to these Ancillary Services for a certain fixed period (the "**Commitment Period**").
- 4.2. If the Ancillary Services that are subject to the Commitment Period are provided as part of the Spalneo Services, the Partner may not terminate the Agreement before the end of the Commitment Period.

5. PAYMENT FOR THE PARTNER'S SERVICES

- 5.1. The Partner hereby authorises the Affiliate to, individually or via SK Spalneo (in case of cash payments or payments through transfer to the Affiliate's bank account) or via the Operator of the payment platform, accept a financial deposit from Customers in the form of an advance payment on the price of the provided Partner's Services, subject to the terms and conditions of this clause 5 (the "**Financial Deposit**"). At the same time, the Partner hereby authorises Affiliate to release the Financial Deposit to Customers if they become entitled to such a release under the Customer Contract and/or the applicable laws, and the Partner acknowledges

and agrees that the Affiliate shall be exclusively authorised to decide whether (or as the case may be, to what extent) the circumstances entitling the Customer to the release of the Financial Deposit or its part occurred or not.

- 5.2. Unless the parties agree otherwise, the amount of the Financial Deposit shall be 100% of the price of the Partner's Service and shall be payable in advance in full, and the Customer shall pay it in the manner specified by the Affiliate.
- 5.3. The Partner hereby acknowledges that:
 - (a) the Spalneo Services do not include issuing of relevant tax documents associated with the provision of the Partner's Service and the Partner shall issue these documents at the time and under the terms and conditions set out in the relevant laws;
 - (b) The Financial Deposit is of an advance payment nature and the Partner shall take this fact into account and shall account the Financial Deposit pursuant to applicable law; and
 - (c) the Affiliate will be the contact point for complaints related to any payment and refund requests of the Customers.
- 5.4. The entitlement to have the Financial Deposit released shall arise to the Partner only after the Partner's Service has been provided to the Customer in accordance with the terms and conditions stipulated in the Customer Contract, and the Financial Deposit shall be set off against the claim of the Partner to the payment of the price of the Partner's Services. If circumstances occur that in accordance with the Cancellation Conditions are associated with an obligation of the Customer to pay the Cancellation Fee, the Partner shall become entitled to the release of the relevant part of the Financial Deposit amounting to the Cancellation Fee. Settlement of payments shall take place pursuant to the terms and conditions set out in clause 8.
- 5.5. The Affiliate may unilaterally set off the claim to have the Financial Deposit released against any payment to be paid to the Affiliate by the Partner under the Agreement (in particular the Commission and the Fixed Price).

6. FIXED PRICE

- 6.1. The provision of certain Ancillary Services may be subject to payment under the terms and conditions stipulated in the Spalneo Partnership Packages (the "**Fixed Price**").
- 6.2. The Fixed Price shall be paid retroactively for the relevant period, in the manner and on the basis of the settlement under clause 8.

7. COMMISSION

- 7.1. For the provision of the Spalneo Services, the Affiliate shall be entitled to a commission in the amount and subject to the terms and conditions of the Spalneo Partnership Packages or otherwise agreed in the Agreement (the "**Commission**"). For the avoidance of doubt, the amount of the Commission agreed in the Agreement shall always prevail over the amount of the Commission specified in the Spalneo Partnership Packages.
- 7.2. The following terms and conditions shall apply to the amount of the Commission:
 - (a) The Commission shall be calculated from the total price of the Partner's Service paid for by the Customer, including any surcharges and extra services and products sold to the Customer in connection with the provision of the Partner's Service via the Spalneo Platform (e.g. additional payments for above-standard services, price of the meals, extra beds, prices of late departure, etc.);
 - (b) The total price under paragraph (a) above shall not include (i) the value added tax (ii) any taxes and fees paid by the Customer and transferred by the Partner in connection with the Partner's Service; and
 - (c) In the case of the Cancellation Fee charged pursuant to the Cancellation Conditions, the Commission shall be calculated from the total amount of the Cancellation Fee.

8. ACCOUNT SETTLEMENT AND PAYMENT TERMS.

- 8.1. The account settlement shall take place once a month for the preceding calendar month (the “**Settlement Period**”) based on the documents and information given on the Spalneo Platform. the Affiliate shall prepare the account settlement and send it to the Partner on the 4th day of the following calendar month the latest (the “**Account Settlement Documents**”). In respect of every reservation, the Account Settlement Documents shall include in particular the following information:
- (a) Spalneo reservation number;
 - (b) date of provision of the performance;
 - (c) total price of the Partner’s Service;
 - (d) Cancellation Fee (only if applied).
- 8.2. The Partner shall confirm the Account Settlement Documents or provide its comments within 7 days of the receipt of the Account Settlement Documents; otherwise, the information specified in the Account Settlement Documents shall be considered correct, unless proven otherwise. Based on the approved Account Settlement Documents under the preceding sentence, the Affiliate shall on or before the 14th day of the calendar month (a) issue a confirmation of the settled payments, and (b) issue an invoice for the Commissions (c) set off the Commission and the Fixed Price against the amount of the Financial Deposit, and (d) make the relevant payment.
- 8.3. The confirmation of the account settlement shall contain the following information:
- (a) total price of the Partner’s Services provided during the preceding Settlement Period;
 - (b) total amount of the Cancellation Fees charged during the preceding Settlement Period;
 - (c) total amount of the Commission for the Settlement Period;
 - (d) amount of the payable Fixed Price for the Settlement Period;
 - (e) total amount of the received Financial Deposit for the Partner’s Services that were not provided; and
 - (f) the set-off of the Commission and the Fixed Price against the amount of the Financial Deposit that pursuant to these terms and conditions should be released to the Partner.
- 8.4. In the case of any question, discrepancy or doubt regarding the information specified in the Account Settlement Documents, the Affiliate may decide not to include those items/payments affected by this question, discrepancy or doubt in the relevant confirmation of the account settlement and retain these payments until this question, discrepancy or doubt has been resolved in an appropriate manner.

9. ACCESS TO SPALNEO PLATFORM AND MAKING THE OFFERS AND CONTENT AVAILABLE

- 9.1. To be able to use the Spalneo Services, the Partner shall have access to the Spalneo Platform on the basis of Login Data created and sent to it by the Affiliate (the “**Login Data**”). The Partner shall keep the Login Data confidential, use them solely for the purpose of its performance of the rights and obligations under the Agreement and may provide these Login Data to its employees only if the employees require them to exercise the rights of the Partner and/or fulfil the obligations of the Partner under this Agreement. The Login Data shall be regarded as “confidential information” under these Partnership Terms and Conditions. The Partner shall fully bear the damage incurred by it in connection with the breach of the obligations set out in this clause.
- 9.2. The content made available by the Partner (on its own or via the Affiliate) (to “**make available**”), including an offer of the Partner’s Services, information about the scope and content of the Partner’s Services, availability, terms and conditions of cancellation of a

reservation, (including any images and photos, links to other information) (the “**Content**”) shall always be true, accurate and shall not mislead the Customer.

- 9.3. The Partner shall be fully responsible for the entire Content and every piece of information individually made available via the Spalneo Platform and acknowledges that the Affiliate is under no obligation to verify the truthfulness, accuracy and completeness of any information that will be and/or is made available via the Spalneo Platform, and the Affiliate shall not be obliged to examine the compliance of the Content with the obligations and restrictions specified in the Agreement or in these Partnership Terms and Conditions. When making the Content available, the Partner shall comply with the terms and conditions stipulated by applicable law, including the applicable law regarding the protection of the consumer and advertisement.
- 9.4. The Partner shall provide the Content in the format specified by the Affiliate, which may be amended, adjusted or otherwise specified from time to time, in order to attain and/or increase the quality of the Spalneo Services.
- 9.5. It is prohibited to make available any Content that (i) violates (or could violate) any rights and/or legitimate interests of third parties, including any copyrights of third parties, any rights arising from a patent, trademark, trade secret or other intellectual rights of third parties, (ii) violates (or could violate) the privacy of third parties and/or contravenes personality rights of third parties, is harassing, contains threats or possible threats, physical or other violence, signs of intolerance against persons or a group of persons, is obscene, racist, insulting or contains any signs of discrimination, (iii) contains pornographic information, promotion of sexual services or pornography, promotion of any other activities, the performance of which is against the law, (iv) is harmful to minors, (v) promotes trade, or is otherwise associated with trade, of forbidden means, psychotropic substances, weapons or other substances, materials and goods the trading of which is forbidden or requires a special permission, or (vi) is otherwise against the law.
- 9.6. Furthermore, the Content made available shall not contain (i) any contact information of the Partner (e-mail, fax, phone number, Skype contact, contact via social networks, etc.), (ii) any reference to the Partner’s website or (iii) instruments or reference to third parties’ websites.
- 9.7. If, in accordance with the agreed Spalneo Partnership Package, the Content is made available by the Affiliate, the Partner shall provide the Affiliate with the Content in the form and in the manner specified in the platform manual available on the Website in the administration part of the Spalneo Platform or notified to the Partner from time to time. The Affiliate shall make the Content available in the shortest possible time in line with its technical and personal capabilities.
- 9.8. When using the Spalneo Platform, the Partner shall: (i) refrain from uploading, transferring or other ways of spreading any file or programme in the Spalneo Platform containing any virus, worm or other programme or code the objective of which is to damage, change, gain access to the Spalneo Platform, to the technological infrastructure on which the Spalneo Platform operates, to information located on the Spalneo Platform irrespective of whether owned by the Affiliate or any other third party, (ii) refrain from any action the objective of which is the sending of unsolicited communications and marketing information, spam, pyramid schemes or other similar form of communication; (iii) refrain from any behaviour the objective of which would be the gathering of information about the users of the Spalneo Platform, irrespective of whether they are other partners or Customers; (iv) refrain from any behaviour that would restrict the access to the Spalneo Platform by the Affiliate, other partners or Customers; (v) refrain from any behaviour that would restrict or render ineffective access to the Spalneo Platform; (vi) refrain from using a software or any equipment the purpose of which is the creation of several accesses to the Spalneo Platform without the consent of Spalneo; (vii) refrain from interconnecting in any way the Spalneo Platform with any other system, software or equipment without the consent of the Affiliate.
- 9.9. The Partner hereby grants its express consent to the removal, revision or otherwise processing of (e.g. translation) the made-available Content at anytime during the term of this Agreement, so that the Content complies with the terms and conditions set out in the Agreement (of which these Partnership Terms and Conditions are part). The Partner also acknowledges and agrees that the Affiliate shall have administrator’s access to all parts of Spalneo Platform, including

those parts that have been specifically tailored for the Partner.

General terms and conditions applicable to making the Offers available

- 9.10. The Partner hereby acknowledges and agrees that the Customer GTCs contain the rights and obligations of the Customer whose nature implies that they shall form part of the legal relationship (and they shall be its integral part) between the Partner and the Customer when providing the Partner's Service, namely the following provisions:
- (a) the terms and conditions of the Reservation specified in clause 4 of the Customer GTCs;
 - (b) the General Terms and Conditions of the Provision of Service, Change of Reservation, Cancellation Conditions;
 - (c) Price of the Partner's Services; and
 - (d) the terms and conditions of the alternative resolution of disputes set out in clause 18 of the Customer GTCs. (the "**General Terms and Conditions of the Provision of Service**").
- 9.11. The Partner may deviate from the General Terms and Conditions of the Provision of Service only if permitted by the Customer GTCs.
- 9.12. The Partner hereby:
- (a) agrees and acknowledges that the General Terms and Conditions of the Provision of Service shall become part of the contractual relationship between the Customer and the Partner and the Partner shall provide the Partner's Service in accordance with these terms and conditions; and
 - (b) undertakes to make available via the Spalneo Platform only such Offers that comply with the General Terms and Conditions of the Provision of Service (with deviations made in accordance with clause 9.11 of these Partnership Terms and Conditions).
 - (c) acknowledges that any reservations, restrictions or specific conditions of the provision of the Partner's Services that were not provided to the Customer before entering into the Agreement shall not be binding on the Customer and the Customer is not bound by them, unless he afterwards decides otherwise. We recommend that the Partner take this fact into account when preparing and making the Offer available.

10. PRICE OF THE PARTNER'S SERVICES

- 10.1. No Offer may contain a price that would be higher than the prices of the Partner's Services specified by the Partner in its current price list of the services (or in another price list published in its registered office or on its website).

11. OBLIGATIONS OF THE PARTNER ARISING FROM THE CUSTOMER CONTRACT AND CUSTOMER SERVICE

- 11.1. The Partner shall accept and perform all Customer Contracts entered into by the Affiliate when providing the Spalneo Services. Breach of this obligation shall be regarded as a material breach of the Agreement.
- 11.2. The Partner shall provide the Partnership Services to Customers always at the highest quality available, which shall under no circumstances be lower than the quality of services provided to other customers of the Partner.
- 11.3. The Partner shall be fully liable for any defects suffered by the Partner's Services provided by the Partner and shall bear all the risks and damage arising from the liability that the Partner's Service has not been provided duly and on time.
- 11.4. The Partner acknowledges that neither the customer service nor the resolution of complaints of the Customers are part of the Spalneo Services. However, the Affiliate may (but is not obliged to) contact a Customer in order to resolve the complaints regarding the provided Partner's

Services, to investigate the details of the complaint regarding the Partner's Services and perform other activities aimed at resolving the complaint.

- 11.5. The Partner shall without delay, in any case within 48 hours, respond to any demand of the Customer in respect of the Partner's Service and shall also resolve all claims and complaints of the Customer in accordance with the applicable law (including the regulations regulating the protection of consumers).

12. RATING BY CUSTOMERS

- 12.1. The Partner hereby acknowledges that a system of rating by the customers is part of the Spalneo Platform; in this system, the Customers may make their rating of the Partner's Service public in a manner stipulated in the Customer GTCs (the "**Rating**").
- 12.2. The Partner hereby grants its express consent with the publishing of the Rating on the Spalneo Platform and acknowledges and agrees that during the term of the Agreement, this consent cannot be revoked by the Partner.
- 12.3. With respect to the Rating, the Partner may:
 - (a) respond via the Spalneo Platform to any Rating. However, such a response shall be professional, comply with good manners, non-insulting and non-derogatory;
 - (b) request the Affiliate to withdraw a Rating that is apparently not true, is vulgar, derogatory or in any other manner against good manners. However, it is exclusively at the discretion of the Affiliate to withdraw such a Rating or not.

Breach of the obligations set out in paragraph (a) above constitutes a material breach of the Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. SK Spalneo is the sole and exclusive owner of the intellectual property rights related to, arising from or belonging to the Spalneo Platform (including any registered and non-registered intellectual property rights, trade secrets and moral rights) and to the business name "spalneo" (the "**Spalneo Intellectual Property Rights**") and SK Spalneo has made available the Spalneo Platform and have granted license to the Affiliate for the purpose of performing the obligations under the Agreement and with the right to sublicense the Spalneo Intellectual Property Rights to the Partners for the purpose of performance of the subject matter of the Agreement. Nothing in the Agreement may be construed as an obligation of SK Spalneo to transfer or otherwise assign any Spalneo Intellectual Property Rights to the Partner.
- 13.2. During the term of the Agreement, the Affiliate grants the Partner the right to use the Spalneo Platform and the Spalneo Intellectual Property Rights in the manner and under the terms and conditions of the Agreement and solely for the purpose of performance of the subject matter of the Agreement. This right (permission) is granted as a non-exclusive right, without any entitlement to any additional consideration or any other form of remuneration (except for the Fixed Fee and the Commission) and without any territorial restriction.
- 13.3. Without prejudice to clause 13.5, the Partner is the exclusive owner of the Content and intellectual property rights related to, arising from or belonging to the Content and/or the Partner's Services (including any trademark used by the Partner for the purpose of presentation of the Partner's Services) (the "**Partner's Intellectual Property Rights**"). Nothing in these Partnership Terms and Conditions may be construed as an obligation of the Affiliate to transfer or otherwise assign any Spalneo Intellectual Property Rights to the Partner.
- 13.4. The Partner hereby grants the right (and license) to the Affiliate to use the Content and all Partner's Intellectual Property Rights for the purpose of the provision of the Spalneo Services and the operation of the Spalneo Platform with the right to sublicense (to grant this right) to any third person. Based on this permission, the Affiliate may use, reproduce, make available, distribute, give access, copy and display or in another similar way dispose of the Content, but solely for the agreed purpose. This granted right includes the right to translate the Content.
- 13.5. The parties agree that SK Spalneo shall acquire any intellectual property rights that will arise

or will otherwise be created with respect to the provision of the Spalneo Services (the “**New Intellectual Property Rights**”) and the Partner may use these New Intellectual Property Rights in accordance with the terms and conditions of the permission granted in clause 13.2, but solely SK Spalneo shall have the power to decide whether (or in what format) the work, to which New Intellectual Property Rights are tied, shall be provided to the Partner. For the avoidance of doubt, this provision shall apply also to any works created while providing photography or translation services that may be granted as part of the Ancillary Services.

14. PERSONAL DATA PROTECTION

- 14.1. For the purposes of this clause, the terms “controller”, “processor”, “data subject”, “personal data”, “processing” have the meaning ascribed to them in the Personal Data Protection Regulation.
- 14.2. Except as defined in clauses 14.3 and 14.6, the Affiliate shall individually or via its subcontractors (in particular SK Spalneo) perform the processing of personal data as “controller”, and subject to the terms and conditions of this clause it appoints the Partner as “processor” for the processing of personal data pursuant to Act No. 18/2018 Coll. on Protection of Personal Data (the “**Personal Data Protection Act**”), for the purpose of provision of the Spalneo Services (the “**Purpose**”) during the term of the Agreement. The Partner is entitled to collect, record, organise, structure, store, adapt or alter, retrieve, consult, use, disclose by transmission, disseminate or otherwise make available, align or combine, restrict, erase or destruct personal data.
- 14.3. The Partner shall process in the name of Spalneo the following personal data of Customers: (i) Customer’s name and surname, (ii) Customer’s permanent address, (iii) Customer’s phone number and (iv) Customer’s e-mail address, (v) Customer’s profile picture and (vi) Customer’s social network ID (the **Personal Data**).
- 14.4. The Partner shall process personal data of the Customers also separately as “controller” when providing the Partner’s Services, if it provides its services to Customers outside of the scope of the Agreement.
- 14.5. The Partner undertakes:
 - (a) to process Personal Data acquired to perform the subject matter of the Agreement within the scope and subject to the terms and conditions of the Agreement (including this clause) and only for the Purpose; and
 - (b) to not endanger or damage the rights and interests protected by law of the data subjects when processing their Personal Data.
- 14.6. In connection with Personal Data, the Partner may perform only such acts that are closely connected to the subject matter of the Agreement and shall comply with the provisions of the Personal Data Protection Act, as amended, in particular:
 - (a) acquire Personal Data only in order to perform the Agreement;
 - (b) process Personal Data only within the scope, content and in the manner under the Agreement;
 - (c) processes the Personal Data only on documented instructions from Spalneo, including with regard to transfers of Personal Data to a third country or an international organisation, unless required so by applicable legislation or an international agreement by which the Slovak Republic is bound; in such a case, the Partner shall inform Spalneo of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (d) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality regarding information that have come to their knowledge, unless they are under an obligation of confidentiality pursuant to applicable legislation
 - (e) in the extent as stated in Personal Data Protection Regulations, carry out appropriate technical and organisational measures to ensure a level of security of Personal Data

appropriate to the risk;

- (f) respect the conditions for engaging other processors in processing of Personal Data in accordance with the Partnership Terms and Conditions, Agreement and Personal Data Protection Regulations;
- (g) taking into account the nature of the processing, assists Spalneo by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Spalneo's obligation to respond to requests for exercising the data subject's rights laid down in section 2 part 2 of the Personal Data Protection Act;
- (h) assists Spalneo in ensuring compliance with the obligations pursuant to Section 39 to 43 of the Personal Data Protection Act taking into account the nature of processing and the information available to the Partner;
- (i) makes available to Spalneo all information necessary to demonstrate compliance with its obligations and allow for and contribute to audits, including inspections, conducted by Spalneo or another auditor mandated by Spalneo;
- (j) collect Personal Data for no purpose other than those set out in the Agreement;
- (k) ensure that the collected Personal Data are processed in a form that allows identification of the data subjects for no longer than is necessary to achieve the purpose of their processing; and
- (l) at the choice of Spalneo, delete or return all the Personal Data to Spalneo after the end of the provision of services relating to processing, and delete existing copies unless applicable legislation or an international agreement by which the Slovak Republic is bound requires storage of the Personal Data.

14.7. The Partner hereby, under the Personal Data Protection Act, appoints the Affiliate as a processor, to (individually or through its subcontractors, in particular SK Spalneo) to process personal data of its employees, representatives, subcontractors and other natural persons taking part in the performance of this Agreement for the purposes of performance of the rights and obligations under the Agreement. The Partner hereby warrants and undertakes to the Affiliate that it has obtained all consents for the processing of personal data under this clause 14.6 required under laws that regulate the processing of personal data.

15. LIABILITY

15.1. The Partner's use of the Spalneo Platform is at the Partner's sole risk. The service is provided on an "as is" and "as available" basis.

15.2. Each party shall be fully liable and shall compensate the other party for the damage caused to the other party by breach of its obligations set out in the Agreement.

15.3. The Partner hereby undertakes to compensate the Affiliate and/or the SK Spalneo for any claims of third parties and undertakes to compensate the Affiliate and/or SK Spalneo any damage that the Affiliate and/or the Spalneo suffered in connection with:

- (a) any breach by the Partner of its obligations regarding the making the Content available on the Spalneo Platform;
- (b) a breach by the Partner of its obligations when providing the Partner's Services stipulated in the Agreement, Customer Contract or applicable laws; or
- (c) a breach by the Partner of the terms and conditions of processing of Personal Data.

15.4. Affiliate does not warrant:

- (a) that the Spalneo Platform will meet the Partner's specific requirements;

- (b) that the Spalneo Platform will be uninterrupted, timely, secure, or error-free;
 - (c) that any information or result that may be obtained from the use of the Spalneo Platform will be accurate or reliable;
 - (d) that the quality of any products, services, information or other material purchased or obtained by the Partner through Connect will meet the Partner's requirements or expectations; or
 - (e) that any errors in the Spalneo Platform will be corrected.
- 15.5. The Partner understands and agrees that Spalneo uses supplier services and hosting partners, who provide Spalneo with hardware, software, networking, storage solutions and other technologies related to Spalneo Platform.

15.6. Spalneo shall not be liable for any lost profit.

16. FORCE MAJEURE

16.1. No party shall be liable to the other party for any delay or non-performance of its obligations arising from the Agreement occurring as a direct result of an event or events that are outside the reasonable control and which cannot be reasonably anticipated or averted (the "**Force Majeure**"), provided that the affected party:

- (a) without delay notified the other party in writing of the reason for the delay or non-performance and the anticipated duration of such delay or non-performance; and
- (b) shall use all its reasonable efforts to limit the consequences of such a delay or non-performance incurred by the other party.

16.2. If the consequences of a Force Majeure prevent the relevant party from duly performing its obligations for more than 30 days, any of the parties may terminate the Agreement by serving a termination notice pursuant to clause 19.2, with a 15 days' notice period .

17. CONFIDENTIALITY

17.1. The Parties shall keep any information which they learn in respect of the subject matter of the Agreement confidential and secret (the "**Confidential Information**").

17.2. The term Confidential Information mainly comprises all matters regarding the business activities of a party, know-how, trade secret, information contained in marketing proposals and sale proposals, financial information, costs and price information, computer programmes, information about customers, list of customers, all methods, concepts and ideas reasonably related to the relevant party and its activities, business policy and processes, any content/information related to intellectual property rights.

17.3. Each of the parties undertakes:

- (a) not to make public the Confidential Information of the other party and to take all appropriate measures to protect the Confidential Information from being disclosed to third parties or being otherwise acquired by third parties; and
- (b) not to directly or indirectly use the Confidential Information for its own benefit or for the benefit of third parties and at the same time not to use the Confidential Information in any way contravening the law or the interests of the other party.

17.4. This clause 17 shall not apply to any Confidential Information that:

- (a) is used or disclosed during the proper performance of the rights and obligations under the Agreement;
- (b) is or will become public (except as a consequence of a breach of obligation of a party under the Agreement); or

- (c) the disclosure of which is ordered by a court or other relevant body of the relevant jurisdiction or which must otherwise be disclosed pursuant to law.

17.5. This clause 17 shall remain valid and effective despite the termination of the Agreement (whether rightful or not) without any time limitation.

18. ASSIGNMENT OF RIGHTS AND THIRD PARTY RIGHTS

18.1. The Partner may not, without the prior written consent of the Affiliate, assign, transfer or otherwise dispose of any rights or obligations under this Agreement.

18.2. The Affiliate may at its sole discretion subcontract any part or the entire performance of the Affiliate under this Agreement to any third party.

19. VALIDITY OF THE AGREEMENT

19.1. The Agreement shall become valid and effective subject to the terms and conditions of clause 3 and is entered into for an unlimited period of time.

19.2. Any of the parties may terminate the Agreement by a written termination notice sent to the other party, with a 2 month notice period; which shall start on the 1st day of the month following the day on which the notice was delivered. Notwithstanding the preceding sentence, if the subject matter of the Spalneo Services are the services that are subject to the Commitment Period, the notice period shall be understood to end on the last day of the Commitment Period.

19.3. Each of the parties may unilaterally rescind this Agreement if one of the following circumstances occurred in respect to the other party:

- (a) the other party committed a conduct that is pursuant to the Commercial Code or the Agreement considered a material breach of an obligation and/or has committed a repeated breach of this Agreement and failed to remedy this breach within the additionally provided time to remedy it, which may not be shorter than 10 days;
- (b) the other party went into liquidation; and
- (c) the other party became over-indebted.

19.4. Any provisions of the Agreement that are to become fully or partially effective at or after the termination of the Agreement or are capable of becoming effective after the termination of the Agreement shall remain valid and effective also after the termination of the Agreement. For the avoidance of any doubts, the termination of the Agreement for whatever reason shall be without prejudice to any rights, claims, obligations or responsibility relations of the parties existing at the time of its termination, in particular to the provisions of clauses 1 *“Interpretation”*, 5 *“Payment for the Partner’s Services”*, 7 *“Commission”*, 8 *“Account Settlement and Payment Terms”*, 11 *“Obligations of the Partner Arising From the Customer Contract and Customer Service”*, 13 *“Intellectual Property Rights”*, 14 *“Personal Data Protection”*, 15 *“Liability”*, 17 *“Confidentiality”*, 18 *“Assignment of Rights”*, 20 *“Invalidity”*, and 21 *“Governing Law and Jurisdiction”*.

19.5. After the termination of the Agreement, the parties shall in particular do the following:

- (a) the Affiliate is obliged to return to the Partner all Content that was physically delivered by the Partner to the Affiliate and which the Affiliate has possession or control of on the day of termination of the Agreement;
- (b) The license related to the Spalneo Intellectual Property Rights shall cease to exist and the Partner shall refrain from using any works, of tangible or intangible nature, to which Spalneo Intellectual Property Rights or the New Intellectual Property Rights are attached.
- (c) The license related to Intellectual Property Rights shall cease to exist and the Affiliate

shall refrain from using any works, of tangible or intangible nature, to which Partner's Intellectual Property Rights are attached.

- (d) the Affiliate shall be entitled to the payment of the Commission from the Customer Contracts that were entered into during the term of the Agreement; and
- (e) the Affiliate may retain the Received Payments and pay them subject to the terms and conditions of clauses 5 "*Payment for the Partner's Services*", 7 "*Commission*" and 8 "*Settlement of Accounts and Payment Terms*", and the Partner shall provide the Affiliate with its necessary cooperation (mainly cooperation set out in the above-mentioned clauses).

20. INVALIDITY

- 20.1. Individual provisions of the Agreement are enforceable separately notwithstanding any other provisions of the Agreement and the invalidity of any provision shall be without prejudice to the validity of the remaining provisions, unless the meaning or other circumstances regarding the invalid provisions are apparently non-severable from the remaining relevant provisions. If any of the provisions is not valid and its invalidity has been caused by a part of that provision, that provision shall be valid as if the relevant part were removed. If this course of action is not possible, the Parties shall provide for taking of all necessary measures with a view to agree on new provisions with similar effect that would replace the invalid provisions under the applicable law.

21. GOVERNING LAW AND JURISDICTION

- 21.1. The Agreement and any dispute or claim arising out of or in connection with this Agreement or with their subject matter or creation (including all questions regarding their existence, validity or termination or arisen disputes) shall be governed by the laws of the Slovak Republic. For the avoidance of doubt, CISG shall not apply to the Agreement.
- 21.2. Any dispute, claim or discrepancy arising out of or in connection with this Agreement (including all questions regarding their existence, validity or termination or arisen disputes) that the parties fail to solve by mutual consent shall be submitted for resolution:
 - (a) to the court of the Slovak Republic having substantive and local jurisdiction, if the Provider has its registered office or professional domicile in the Slovak Republic; or
 - (b) to the District Court Bratislava I, if the Provider has its registered office or professional domicile outside the Slovak Republic.

22. CHANGES

- 22.1. The Affiliate may amend or supplement these Partnership Terms and Conditions unilaterally, by a written notice to the Partner. Such an amendment shall become valid on the day announced to the Partner by the Affiliate. If the effective date is missing, such an amendment shall be effective as of the moment of its notification to the Partner.
- 22.2. If the subject matter of the amendments is the change of the amount of the Commission and/or the scope of the provision of the Spalneo Services that will be to a material extent to the detriment of the Partner, the Partner may unilaterally terminate this Agreement pursuant to clause 19.2, the notice period being 15 days in such a case.