

General Terms and Conditions of the DOGNET System

(“General Terms”)

General Provisions

These General Terms regulate the terms of commercial cooperation between Lead Media s.r.o., with its registered office at: Karpatská 3091/6, 811 05 Bratislava - mestská časť Staré Mesto, Company ID: 47 726 601 TAX ID: 2024084216, VAT ID: SK2024084216, registered with the Business Register of the District Court Bratislava I, Section: Sro, File No.: 98621/B (“Operator”), the Operator’s Partner (“Publisher”, “Affiliate Partner”, or “Partner”) with whom the Operator is entering into the Dognet System User Agreement by means of the Partner’s registration in the DOGNET system and acceptance of these General Terms, and the Merchant with whom the Operator is entering into a separate Commercial Cooperation Agreement. The relationships between the Operator, the Partner and the Advertiser are based on the DOGNET affiliate commission system (“DOGNET System”).

Clause I Definitions

- 1.1. Affiliate Commission System – a form of online advertising in which Merchants/Advertisers offer to internet page operators (so-called Partners/Publishers) a fee for bringing in a visitor who performs some activity on the Advertisers’ web pages (such as purchase of a product or service, registration, etc.).
- 1.2. Campaign – a one-off or regular marketing or promotion campaign with the aim of increasing the number of the Advertiser’s customers/sales/visitors.
- 1.3. Advertising Element – banners, icons, product boxes, text links, forms and other formats provided by the Operator to the Partner to promote the Advertiser’s products or services.
- 1.4. Partner – an entity entering the DOGNET System as one offering advertising space on its internet page, profile, or social media group, or in other media space administered by the Partner. The Partner may be an individual or a corporate body.
- 1.5. Advertiser – an entity entering the DOGNET System as requesting advertising space.
- 1.6. Administration Centre – a part of the DOGNET System internet service dedicated to metrics regarding the Advertisers’ campaigns on the Partners’ internet web pages.
- 1.7. Operator’s Web Site – a web address of the relevant language version of the presentation, registration and sign-in web page of the DOGNET System. As a rule, these are the dognet.sk, dognet.cz, edognet.hu, edognet.com addresses and their other language versions.
- 1.8. Conversion – conclusion of a contract for purchase, service provision, or other contract between the Advertiser and the customer (purchase of goods or services) who was led to the Advertiser’s page by the Partner as a result of his activity in the DOGNET System and the performance of such a contract by the customer.
- 1.9. Operator – a company owning the DOGNET System providing services via the DOGNET System.

- 1.10. DOGNET System User Agreement – an agreement between the Operator and the Partner, concluded by means of the Partner's registration in the DOGNET System through which the Partner accepts these General Terms. These General Terms constitute the content of the DOGNET System User Agreement.

Clause II

Subject-Matter of the General Terms

- 2.1. These General Terms provide for the rights and responsibilities of the Operator, the Partner and the Advertiser when using the Operator's services with respect to the DOGNET System. A Partner wishing to participate in the DOGNET System will join the System by filling out the registration form available at the Operator's website, and conclude the DOGNET System User Agreement by accepting the General Terms available at <https://www.dognet.sk/pdf/vop.pdf>, i.e. express acceptance of these General Terms, whereby the mutual rights and responsibilities of the Operator and the Partner as specified in the General Terms will be established.
- 2.2. By virtue of the contractual relationship established between the Operator and the Partner under paragraph 2.1 of these General Terms, after clicking on the internet Advertising Element placed on the Partner's internet web page within the Advertising Campaign employed in the DOGNET System, the Partner's web page visitors will be redirected to the Advertiser's product or service pages, according to the type of internet Advertising Element selected by the Partner. The Operator will remunerate the Partner with a commission for procuring visitors for the Advertiser's internet pages; the amount of the Partner's commission is defined in the Operator's website and may be adjusted according to the rules of a given campaign employed in the DOGNET System.
- 2.3. By accepting the content of these General Terms, the Partner acknowledges to have read and become familiar with the commission rate defined on the Operator's website and other information available on the Operator's website, to understand the information, which information is clear and comprehensible, and also to agree with the terms of cooperation with the Operator referred to in these General Terms.
- 2.4. The Partner represents to have entered truthful identification data when registering on the DOGNET System and, where the Partner is an individual, the Partner represents he is of full age and legal capacity. The DOGNET System is intended solely for persons of full legal age with full legal capacity.

Clause III

Key Rules of the DOGNET System

- 3.1. The role of the DOGNET System Operator in the commercial relationship with the Advertiser is that of an entity selling internet advertising to the Advertiser.
- 3.2. The role of the DOGNET System Operator in the commercial relationship with the Partner is that of an entity purchasing advertising space available at the Partner's internet web pages.
- 3.3. The Advertiser enters the DOGNET System as entity inquiring advertising space who requests space in his own name and pays the Operator the agreed remuneration for procurement. The Advertiser pays the remuneration for all Conversions approved by the Advertisers to the

Operator's bank account without delay and within the due period following the receipt of the Operator's invoice.

- 3.4. The Partner enters the DOGNET System as an entity offering its own advertising space on its own internet web pages, in his own profile or social media group, or in other media space administered by the Partner. Any internet web page operator may apply to be integrated in the DOGNET System as a Partner, unless these web pages contain pornographic, abusive, immoral, political or radically-oriented content.
- 3.5. The Operator will accept the Partner's participation in the DOGNET System only if the advertising space offered by the Partner on its internet web pages does not force the visitors to click on the Advertiser's Advertising Element placed on the page, and if the Operator assesses the Partner's internet web pages as acceptable.

Clause IV

Scope of Effect and Amendment to the General Terms

- 4.1. The Operator provides all DOGNET System services solely subject to existing contractual relationships and these General Terms.
- 4.2. These General Terms, as last amended, are binding on all contracting parties from the beginning of the contractual relationship and over the entire term of the contractual relationship, or until such time as amended General Terms come into force.
- 4.3. The Operator has the right to amend these General Terms without prior notice.
- 4.4. The Operator agrees to publish the amended General Terms at the Operator's website at least fourteen (14) days prior to the effective date and without delay inform the Advertisers and Partners of their publishing. Registered Partners and Advertisers will be informed of the amendment via email sent to the address provided to the Operator in the registration or contact form when registering. The amended General Terms are deemed accepted from the moment of their publishing. Whenever the General Terms are amended as to the amount of the Partner's commission, the Operator will confirm the adjusted amount of the Partner's commission via email immediately after the amendment to the General Terms is published.
- 4.5. If the Partner disagrees with the revised version of the General Terms, the Partner shall terminate the participation in the DOGNET System by means of sending an email to the Operator's address: hello@edognet.com, requesting the termination of the commercial cooperation and participation in the DOGNET System on the grounds of amendment of the General Terms.

Clause V

Review of Registered Users as DOGNET System Partners

- 5.1. The Operator reviews registered users of the DOGNET System as Partners. The review takes place at the Operator's discretion, primarily based on how professional the internet web page of the user registered as Partner is, in the context of their content, design, extent of internet presentation, and the Partner's overall contribution to the DOGNET System. Should the Operator assess the registered Partner's internet web pages as not beneficial to the DOGNET

System, the Operator may terminate cooperation with the registered user as Partner of the DOGNET System and withdraw from the DOGNET System User Agreement.

Clause VI

Operator's Rights and Responsibilities

6.1. The Operator's fundamental rights include:

- To negotiate and conclude commercial agreements with Advertisers and Partners;
- To terminate commercial agreements with Advertisers and Partners;
- To refuse to contract with any individual or corporate body, even without cause;
- To amend the wording of these General Terms under the terms defined in Clause IV of these General Terms;
- To amend the DOGNET System service fees;
- To impose fines and penalties on the Partners for any breaches of these General Terms as referred to herein;
- To refuse to pay a Partner the Partner's commission for employing a Campaign integrated in the DOGNET System, provided the Advertiser failed to pay the fee agreed for the specific Campaign.

6.2. The Operator's fundamental responsibilities include adherence to the principles of honest business dealings, and compliance with the provisions of these General Terms and of the respective contractual arrangements.

Clause VII

Partner's Rights and Responsibilities

7.1. Under the DOGNET System User Agreement concluded with the Operator, the Partner agrees to operate the internet web pages on which it will place the Advertising Elements for Campaigns integrated in the DOGNET System as per the DOGNET System User Agreement and relevant laws and legal regulations. The Partner represents it is a person authorised to operate internet web pages on which the respective Advertising Element of the Campaign integrated in the DOGNET System will be placed, and that the Partner holds all necessary permissions or licences for the content and form of such internet web pages. The Partner is solely responsible for the content and links placed on its internet web pages, with the exception of the advertising graphics provided by the Operator for the purposes of performing the DOGNET System User Agreement.

7.2. The advertising graphics provided by the Operator to the Partner are protected by copyright or the Advertiser's intellectual property right, and may only be used in unaltered form and exclusively for promotion of the Campaigns integrated in the DOGNET System and approved by the DOGNET System. The Partner may alter the advertising graphics only with the Advertiser's or Operator's prior consent.

7.3. The Partner hereby consents to the storage of the contact and personal data provided by the Partner to the Operator when registering on the DOGNET System; the data will only be used in connection with the operation of the DOGNET System. The Partner also agrees to be sent the

Operator's business notifications according to the Partner's contact data provided to the Operator during the registration process for the DOGNET System or in the course of the contractual relationship.

- 7.4. The Partner shall to refrain from sending any unsolicited advertising (spam) via discussion groups, email messages, text messages, fax or mail, and other telecommunication means.
- 7.5. The Partner agrees to ensure that its internet web page contains no material or link to material that is illegal, such as, without limitation material that infringes copyright, trademark and patent rights, trade names and other ancillary rights. The Partner shall refrain from actions that would harm the Operator's or Advertisers' reputation.
- 7.6. The Partner acknowledges it must not reward its internet web page visitors for viewing Advertising Elements placed on such pages within individual Campaigns integrated in the DOGNET System; likewise the Partner must not promise reward to third parties for any such actions, unless expressly agreed otherwise for a specific Campaign integrated in the DOGNET System.
- 7.7. The Partner agrees to refrain from displaying on its internet web page an Advertising Element that in its domain name carries a registered trademark of the Operator or another Advertiser, unless the Partner obtains the Operator's or Advertiser's prior written consent. Nonadherence of the Partner in a situation where the Partner fails to transfer such domain to the trademark owner within twenty (20) days from the Operator's or Advertiser's first demand shall result in the Operator's right to withdraw from the DOGNET System User Agreement, terminate the cooperation, and retain any commissions.
- 7.8. The Partner agrees to provide only true and complete data. The Partner agrees to take such precautions as to prevent third parties from access to its DOGNET user account, failing which the Partner shall be responsible for such third parties' actions.
- 7.9. The Partner acknowledges that any information obtained in the course of cooperation or its participation in the DOGNET System constitutes the Operator's trade secret, and agrees not to disclose such information to third parties (including but not limited to information regarding the amount of its commission).
- 7.10. The Partner acknowledges that the Advertising Element of the respective Campaign integrated in the DOGNET System must not be placed on pages with pornographic or immoral content that could harm the Operator's or the Advertisers' reputation. The Operator reserves the right to inspect the content of the Partner's internet web pages on which individual Advertising Elements will be placed.
- 7.11. The Partner acknowledges that, if the Operator suspects any violation of Slovak or EU laws, the Operator may provide any known Partner's data to the appropriate law enforcement authorities.
- 7.12. The Partner also agrees to comply with the following rules of using the DOGNET System:
 - If a Campaign is combined with an Advertiser's discount coupons, the Partner shall only use coupons designed for the DOGNET System affiliate campaign, or coupons outside the DOGNET System approved and accepted by the Advertiser for such use;
 - The DOGNET System prohibits the employment of redirect traffic, i.e. redirecting of domains to the Advertiser's page to promote the Campaign. It is also prohibited to use

any pop-up or pop-under visits. An exception can be granted in writing, or allowed in the Campaign description;

- The DOGNET System prohibits the use and targeting of the Advertiser's trademark and brand key words within promotion in the paid results of advertising systems. This primarily includes the names of Advertisers' internet address names and their derivatives, word corruptions, and words defined in the Campaign outline. An exception can be granted in writing, or allowed in the Campaign description;
- The Partner shall provide true information on its internet web pages. The provision of true information also applies to the display of current products, and their description and prices in the Partner's product catalogues and sites. When using XML feeds, the Partner shall update the offering on its internet web page at least once in seven (7) calendar days;
- The Partner shall not mislead visitors on its internet pages. Misleading means stating dishonestly high discounts in the Advertiser's shop, deliberately dishonest, automatically generated or made-up reviews, or soliciting the customer to click to gain a discount code or a discount where such discount code is non-existent, invalid, or expired;
- In the URL links to the Advertiser's web pages, the Partner shall use all parameters contained in the URL links of the respective Campaign in the Operator's administration system.

7.13. If the Partner breaches any of the provisions of paragraph 7.12 of these General Terms, the Operator may request the payment of a contractual penalty of EUR 500 for each instance of breach; the right to claim damages is fully unaffected thereby. The contractual penalty as per this paragraph of the General Terms is due upon the Operator's request within seven (7) calendar days from the receipt of the request.

7.14. The Partner acknowledges that, by utilising DOGNET network campaigns, the Partner may not harm the Advertiser's reputation, or provide misleading information to visitors or the public. The Partner has full legal and financial liability for the method of promotion. In the event of any disputes or other disagreements relating to the promotion method, the Partner is responsible for its promotion method and content. The Partner shall abide by these General Terms, campaign descriptions and rules, and other written guidance from the Operator.

Clause VIII

Payment of Commission

8.1. The settlement between the Operator and the Advertiser may take place each time the DOGNET System payment minimum is reached, based on the metrics of the DOGNET System Administration Centre.

8.2. The Partner is entitled to a commission at the time of Conversion specified for the Campaign integrated in the DOGNET System if approved by the Advertiser.

8.3. The commission is not credited to the Partner's DOGNET System user account until the Operator reviews and concludes that the Conversion intermediated and earned by the Partner is real and relevant.

- 8.4. The Partner may monitor its current amount of commission designated for pay-out by logging in to the DOGNET System account. The Operator reserves the right to adjust the amount of the Partner's commission without prior notice, provided the amount of commission was not calculated accurately and, as a result, the Partner was credited an incorrect amount to its user account. Unless provided otherwise, the amount of commission is net of VAT.
- 8.5. The settlement and payment of the Partner's commissions takes place after receipt of the Partner's request for payment; the payment is made from the Partner's DOGNET System account, the minimum amount to pay as commission is EUR 100.
- 8.6. If the Partner is a corporate body or an individual entrepreneur, the Partner shall invoice the Operator prior to commission payment for the approved amount and deliver the invoice to the Operator, following the instructions received in the request for invoice in response to the request for payment. If the Partner is an individual who is not an entrepreneur, the Partner shall execute a written statement for the Operator prior to commission payment for the approved amount and deliver the statement to the Operator via conventional mail. The due date of an issued invoice or statement is thirty (30) calendar days from the date of receipt of an issued invoice or statement at the email address: hello@edognet.com by the Operator.
- 8.7. Normally, the DOGNET System Operator automatically closes the ended calendar year by 20 January. For Partners who are to be paid at least EUR 10.00, a statement will be generated automatically. The amount does not include the Partner's registration bonus.
- 8.8. The Partner is not entitled to a commission unless the Advertiser has approved the Partner's advertising activity and paid the Operator. The Partner is also not entitled to a commission if the cancellation of the Advertiser's order from the Operator has been accepted.
- 8.9. A Partner who uses the DOGNET System to generate regular profits as part of its undertaking shall, upon the Operator's request, invoice the Operator for the amount of the earned commission.
- 8.10. The Partner is responsible for taking all actions with respect to any tax payable on the commission according to applicable legislation in the given state.
- 8.11. Should the Partner want to challenge the amount of its commission, the Partner shall do so in writing by sending an email to the Operator's email address: hello@edognet.com within five (5) calendar days from disclosure of the payment by the Operator in the Partner's Dognet System user account. The Partner may not challenge the amount of its commission after expiry of the challenge period as per the preceding sentence; upon lapse of the challenge period, the amount of the commission is considered mutually approved. Upon approving the commission, the Partner shall issue an invoice for the approved amount of commission (except for a Partner who is an individual) within sixty (60) calendar days from the acceptance of the amount of commission. Failure of the Partner to issue an invoice for the approved amount of commission within the time set in the Operator's written request shall cause:
 - The Operator's right to a contractual penalty for breach of the Partner's obligation to issue an invoice for the approved amount of commission in the time limit set out in this paragraph of the General Terms, equal to the amount of the commission to be invoiced in line with this paragraph of the General Terms. The Operator is also entitled to set off its right to a contractual penalty as per the previous sentence of these General Terms against the Partner's right to the approved amount of commission from the Operator.

- 8.12. The Operator reserves the right to retain the Partner's commission, or to request its refund (once it was paid) if the Partner materially breaches any of the provisions of these General Terms or the DOGNET System User Agreement.
- 8.13. Incomplete conversions or conversions raising suspicion to being tampered with or abused may be declared void by the Operator, or the Advertiser. In such events, the Partner will be paid no commission.
- 8.14. In addition to the provisions on the conditions of pay-outs of the Partner's commission and its amount stated herein, further terms are set by the respective Advertiser for a Campaign integrated in the DOGNET System. The Partner shall familiarise himself with the wording of the business terms of each Campaign integrated in the DOGNET System (in which the Partner intends to participate) if the Advertiser prepared such terms of business.
- 8.15. For delivering invoices, the Operator expressly agrees to the delivery of the Partner's invoices in electronic form to the Operator's email: hello@edognet.com.
- 8.16. The Partner and the Operator agree that if the Advertiser fails to pay the Operator the fee (commission) from which the Partner's commission is calculated, the Operator shall have the right to cancel the already paid Partner's commission. The Partner and the Operator agree that the Operator is entitled to cancel the already paid Partner's commission, provided the Advertiser falls behind with the payment of the fee (commission) by more than thirty (30) calendar days and, cumulatively, fails to pay the outstanding amount to the Operator within fourteen (14) calendar days from dispatch of the Operator's email request to pay the outstanding amount (the "Cessation of the Partner's Right to Commission"). The Operator shall notify the Partner of the Cessation of the Partner's Right to Commission immediately upon meeting the conditions as per the preceding sentence of this paragraph of the General Terms and has a right to claim the refund of the commission to which its right ceased to exist. The Operator is entitled to set off its right to a refund of the cancelled commission that arises upon satisfaction of the conditions defined in this paragraph of the General Terms against the Partner's right to commissions that have not yet been paid pursuant to the last statements of commission.

Clause IX

Data Privacy

- 9.1. The processing of contact data and other data provided during registration will be carried out by the Operator in line with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "Regulation").
- 9.2. Information on the processing of personal data disclosed by the Partner and the Advertiser during the registration process and the functioning of cooperation with the Operator is available at the www.DOGNET internet domain.
- 9.3. The Partner acknowledges it may not disclose any data or outcome regarding any Advertiser Campaign integrated in the DOGNET System in whole or in part. The Operator and the Partner agree on a contractual penalty of EUR 15,000 for each instance of breach of the Partner's

non-disclosure obligation. The contractual penalty is due within fifteen (15) days from receipt of the Operator's written request sent to the Partner.

- 9.4. Specifically for technical data – cookies and IP addresses of devices from which visitors access the Advertiser's internet page ("Data") – the Advertiser and the Operator agree as follows: The Advertiser hereby commissions the Operator with the processing of Data for the purpose of assessing the Partners' commissions within the DOGNET System and statistics of the efficiency of cooperation between the Partner and the Advertiser for the time necessary to fulfil the purpose of processing. The Operator will process the Data in the DOGNET System on behalf of the Advertiser. The Advertiser hereby grants consent that the Data be processed by the Operator's supplier – a technical provider of the DOGNET System solution, Quality Unit, s.r.o. From the perspective of Data processing, the Operator performs the following processing operations: data storage for the purpose defined in this paragraph of the General Terms. In addition to the processing of Data for the purpose expressly agreed in this paragraph of the General Terms, the Operator shall proceed in line with paragraph 9.4. of these General Terms.
- 9.5. With reference to paragraph 9.3. of these General Terms, the Operator agrees to:
1. Process the Data in compliance with the designation pursuant to paragraph 9.3. of these General Terms and in line with the Advertiser's other written instructions;
 2. Ensure that the persons authorised to process personal data are bound by a non-disclosure agreement with respect to received information, unless they are bound by non-disclosure under separate law;
 3. Enforce the implementation of measures as per Article 32 of the Regulation;
 4. Comply with the terms for engaging another processor as defined in Article 28 (2) and (4) of the Regulation; as a matter of principle, engaging another processor is subject to a prior specific authorisation by the Advertiser;
 5. After taking into account the nature of processing, as much as possible help the Advertiser with appropriate technical and organisational measures to fulfil its obligation to respond to requests for exercising the rights of a data subject as referred to in Chapter III of the Regulation;
 6. Help the Advertiser to ensure fulfilment of duties as referred to in Articles 32-36 of the Regulation, taking into account the nature of processing and the information available to the Operator; and
 7. Provide the Advertiser with any information needed to document the fulfilment of duties defined in this paragraph and cooperate with the Advertiser or another auditor commissioned by the Advertiser during an audit.

Clause X

Industrial Property Rights and Copyright

- 10.1. The Partner hereby grants the Operator express consent to the use of any of its copyrights and other industrial property rights for the purpose of a proper functioning of success metrics and monitoring by the DOGNET System.

10.2. The Operator hereby grants the Partner for the time the Partner participates in the DOGNET System a non-transferrable and non-exclusive right of use for the metrics technology of the DOGNET System.

**Clause XI
Confidentiality**

11.1. The Operator and the Partner agree to be bound by the same extent, without any reservations, to confidentiality with respect to any documentation, documents, drawings and other information they obtain or access during their commercial cooperation.

**Clause XII
Term of Cooperation Between the Operator and the Partner; Termination**

- 12.1. The cooperation, i.e. the Dognet System User Agreement, is concluded for an indefinite period.
- 12.2. The Operator and the Partner may terminate the Dognet System User Agreement without giving a reason by written notice delivered to the other party. The notice period is one (1) month and starts on the first day of the calendar month following the month in which the notice was delivered to the other party. The Partner shall deliver the written notice of termination of the Dognet System User Agreement to the Operator's email address: hello@edognet.com, or to the address of the Operator's registered office; the Operator shall deliver its notice of termination to the email address entered by the Partner during registration in the DOGNET System or to the Partner's address at its registered office/place of business.
- 12.3. The Operator may withdraw from the Dognet System User Agreement if the Partner repeatedly breaches the Dognet System User Agreement, or in cases expressly defined herein.
- 12.4. The right to damages, contractual penalty or penalties incurred during the term of the DOGNET System User Agreement, and the Operator's right to a refund of commission paid to the Partner pursuant to Clause VIII of the General Terms, shall survive the termination of the DOGNET System User Agreement, even if the fulfilment of the terms for the Cessation of the Partner's Right to Commission occurs subsequent to the termination of the DOGNET System User Agreement as well as to the provisions of these General Terms which by their nature (such as governing law, and non-disclosure) are regarded as surviving the termination of the DOGNET System User Agreement.

**Clause XIII
Liability for Damage**

13.1. The Partner acknowledges that the Operator is entitled to claim damages from the Partner due to breach of competition rules, third-party copyrights or industrial rights, or other statutory or contractual responsibilities of the Partner resulting in damage to the Operator or Advertiser. The Partner agrees that, in connection with exercising rights or performing obligations arising from the DOGNET System User Agreement, no penalty will be imposed on the Operator, and the Partner will hold the Operator harmless with respect to any third-party claims that could

arise, directly or indirectly, in connection with the Partner's rights and responsibilities under the DOGNET System User Agreement. The Partner also agrees to indemnify the Operator in full for any penalty, damage, expense or other expenditure incurred by the Operator that the Operator would have to cover in connection with the exercise of the Partner's rights, failure to comply with the Partner's obligations or the compliance with the Partner's obligations arising from generally binding laws and legal regulations or the DOGNET System User Agreement, upon the Operator's written request within the time specified in such a request.

- 13.2. Based on the predetermined technical features of the DOGNET System with which the Partner may familiarise himself upon request, the Operator is not liable and does not provide any guarantee for the uninterrupted operability of the DOGNET System. As a result of any operation downtimes (whether short-term or over longer periods) of the DOGNET System, the Partner incurs no legal right to damages from the Operator.
- 13.3. The Partner acknowledges that the Operator has no control over the Advertiser's current visual design and content of Advertising Elements of the respective campaign integrated in the DOGNET System.
- 13.4. The Operator is liable for damage only if incurred due to the Operator's wilful misconduct. The Operator and the Partner also agree on a cap on the Partner's right to damages against the Operator of EUR 5,000 for damage incurred during the entire term of the contractual relationship under the DOGNET System User Agreement. Other rights to compensation for damage incurred in connection with commercial cooperation under the DOGNET System User Agreement against the Operator are excluded. In the same extent, this applies to personal liability of the Operator's employees, representatives and contractors.
- 13.5. The Operator is not liable for potential modification of the Partner internet web page content after review of such internet web pages after the Partner joins the DOGNET System.

Clause XIV Other Provisions

- 14.1. The Operator may at any time suspend or restrict the display of Advertising Elements of the respective campaign integrated in the DOGNET System placed on the Partner's internet web page. The Operator may at any time modify the content and form of the Advertising Elements of the respective campaign integrated in the DOGNET System.
- 14.2. The Operator is not liable for any damage due to failure, error or down times of the DOGNET online system and internet network. The Operator is not liable for any damage due to third-party conduct or omission.
- 14.3. The Partner is not obliged to participate in each campaign integrated in the DOGNET System.
- 14.4. The Operator and the Partner agree that, while the Partner participates in the DOGNET system, the Partner will in no manner solicit to join or start direct or indirect cooperation with the Operator's Advertiser, with the exception of communication pursuant to paragraph 14.5. of these General Terms. In the event the Partner breaches the Partner's obligation, the parties agree a contractual penalty of EUR 3,000 for each instance of breach due within five (5) calendar days, beginning on the day following the day the Operator gave demonstrable notice of the breach to the Partner and requested payment of the contractual penalty.

- 14.5. While the Partner participates in the DOGNET system, the Partner may directly communicate with the Advertiser as to the execution of the Advertiser's individual campaigns only if this is specifically agreed between the Operator and the Partner e.g. via email (the "**Selected Advertiser**"). However, in doing so, the Partner shall refrain from any actions that would lead to direct payment of the commission or other form of remuneration between the Partner and the Selected Advertiser (i.e. outside the DOGNET system) for procuring visitors of the Selected Advertiser's internet web page. Where the Partner breaches its obligation pursuant to the preceding sentence of this paragraph of these General Terms, the Operator may request from the Partner the payment of a contractual penalty of EUR 3,000 for each instance of breach, due within five (5) calendar days; the time limit for the payment of the contractual penalty begins on the day following the day the Operator gives demonstrable notice of the breach to the Partner and requests payment of the contractual penalty.
- 14.6. The Operator and the Partner agree that for a period of twelve (12) months from the termination of the DOGNET System User Agreement, the Partner shall not cooperate with the Selected Advertiser as regards the procurement of internet advertising in the Czech Republic and in Slovakia. Where the Partner breaches its obligation pursuant to the preceding sentence of this paragraph of the General Terms, the Operator may request from the Partner the payment of a contractual penalty of EUR 5,000 for each instance of breach, due within five (5) calendar days. The time limit for the payment of the contractual penalty begins on the day following the day the Operator gives demonstrable notice of the breach to the Partner and requests the payment of the contractual penalty.

Clause XV Final Provisions

- 15.1. The DOGNET System User Agreement contains all mutual arrangements between the Operator and the Partner on their commercial cooperation; there are no other oral or written arrangements between the Operator and the Partner. These General Terms also supplement and regulate the details of the contractual relationship between the Operator and the Advertiser arising from a separate agreement between them.
- 15.2. Legal relationships arising from commercial cooperation between the Operator, the Advertiser, and the Partner that were established as regards their participation in the DOGNET System shall be governed by the applicable laws of the Slovak Republic. Any disputes arising from the DOGNET System User Agreement shall be resolved by courts in the Slovak Republic.
- 15.3. The Partner hereby agrees that the Operator assigns or otherwise transfers the rights and responsibilities arising from the DOGNET System User Agreement to a third party at its own discretion.
- 15.4. Should any provisions hereof prove to be invalid or ineffective, in whole or in part, this fact shall not render the remainder of the provisions of these General Terms to be invalid or ineffective. In lieu of invalid or ineffective provisions, valid and effective provisions whose substance is closest to the original intention and purpose of such invalid or ineffective provisions will be used. This shall apply by analogy to situations where any of the provisions of these General Terms is unenforceable.

- 15.5. These General Terms come into force and effect on 1.5.2020
- 15.6. The Operator reserves the right at any time to amend these General Terms and agrees to give the Partners and Advertisers at least fourteen (14) days' notice of the effect of the amendment. The Partner, the Advertiser, and the Operator agree to observe the General Terms over the entire term of their contractual relationships, i.e. starting the effective date of the General Terms.

In Bratislava, on 14.4.2020