

Terms and Conditions - Affiliates

1. Business Contract is established between the affiliate (herein as **“Affiliate”**) and **Fintokei a.s.**, incorporated in Masarykova 409/26, Brno-mesto, 602 00 Brno, Czech Republic, reg.no.: 09110127, file: B 8941 registered by Regional Court in Brno (collectively, the **“Company”**) and shall come into effect hereby as a result of affiliate registration process and Company’s approval (**“effective date”**).

Upon conclusion, the Affiliate receives an email from the Company confirming the registration (the **“Contract”**).

These Fintokei Terms and Conditions – Affiliates hereinafter as **“Affiliate terms”**.

2. The Affiliate shall act on the best of its ability and shall be obligated towards the Company for the following:

- a. Introduce prospective clients (whether natural or legal persons) to the Company's services, primarily through its approved marketing channels (including, but not limited to, its website and social media platforms) (**“marketing place”**) by utilizing the Link.

- b. After the registration process, the Affiliate shall obtain:

- an Affiliate link (**“Affiliate link”**) from the Company. The Affiliate undertakes to put the Affiliate link on its Marketing place and verify its account. (Affiliate link is a software code, assigned to the Affiliate by the Company, which leads to Company website – the **“Website”**)
- (optional) a discount code (**“Discount code”**) which may be used by the prospective clients during the checkout process and which may link the client purchase to an Affiliate provided such client is not already assigned to other affiliate or if not specified otherwise.

Fintokei reserves the right at its sole discretion to add similar mechanism to be governed under the Affiliate terms as well as to (i) adjust its technical parameters and settings, (ii) invalidate them entirely, (iii) limit them or utilize merely to certain products, or (iv) be ad hoc superseded by specific mechanisms e.g. friend referral etc.

(collectively Affiliate link, Discount code, resp. other similar mechanism as per the article hereinafter as **“Link”**)

- c. Accurately and fairly represent the Company's business and its available services to prospective and existing clients.
- d. Comply with all reasonable instructions and directions issued by the Company pertaining to its activities under the Contract and in accordance with relevant applicable law.
- e. Maintain strict confidentiality of all Company business information received, including client identities and transaction details, except for disclosures explicitly permitted by the Contract or required by law.
- f. Provide assistance to prospective clients with the account opening process with the Company.
- g. Perform all Affiliate Services and other obligations herein at its own sole cost and risk.
- h. Provide assistance to clients in using the Company's platform, including, but not limited to, support for installation and troubleshooting of common issues.

(herein as **“Service”**)

3. Commission of the Affiliate (herein as **“Commission”**):

The right to Commission to the Affiliate arises upon the fulfilment of the following conditions:

- a. the user has utilized Link which leads to Website, or was identified as user promoted by Affiliate by other means (i.e. specific coupons, discount codes etc.)
- b. the user purchased Company services - any Fintokei Challenge specified on Company's website (herein as **“Agreement”**) and becomes a Client of the Company (the **“Client”**).

For the purposes of these Affiliate terms, Client means a client introduced by the Affiliate unless otherwise stated.

- c. the Agreement is not terminated within 14 days of its conclusion or within statutory period that allows Client as consumer to rescind/terminate the Agreement.

4. The Affiliate's right to the payment of the Commission to the Affiliate shall be in the amount specified during registration and approval process.

5. The Company shall notify the Affiliate of the amount of the Commission which is accessible on the Website (in the Affiliate zone).

6. The Company shall pay the Commission to the Affiliate upon invoice / request within 30 days of receipt of the notice of the amount of Commission to the Affiliate reached cashless to the account of the Affiliate. The Commission to the Affiliate shall be deemed paid upon its debiting from the Company's account in favour of the registered account of the Affiliate.

The minimum amount for invoicing and/or requesting the Commission is ¥20,000, €100, \$100, CZK 2 000 or equivalent. Additionally, Affiliate is entitled to issue such invoice and/or to request a Commission once per week only.

For the avoidance of any doubt Commission payout is limited only to the account held exclusively by the Affiliate. No 3rd party payouts are allowed.

The Company reserves the right to exercise further KYB (know your Business partner) due diligence and employ AML/CFT international standards. Should Affiliate's KYB procedure recognize and/or evaluate any discrepancy / uncertainty and/or suspicious circumstances regarding the Affiliate's identity and/or its account, it is at Company's sole discretion to reject any and all Commission payouts and ceased such amount until conclusively resolved or to confiscate if unresolved in timely manner.

7. The Commission is considered as final remuneration and includes any and all taxes (including but not limited to VAT and/or similar taxes/statutory charges etc.) as the Affiliate is solely the taxable person.

8. Furthermore, it is agreed by both parties that the Commission can be unilaterally amended by the Company at its sole discretion upon a 14-day notice period., however the company shall provide Affiliate with its reasons.

Should the Affiliate not agree to the amended changes, it is entitled to rescind the Contract with effective date same as is the date of effectiveness of the amendment.

If not specified otherwise, some other settings (i.e. discounts setting) may be amended with immediate effect by the Company.

9. The Affiliate declares to carefully read these Affiliate terms and Conditions and that it is eligible to conclude and fulfil the obligations specified herein. The Affiliate further undertakes to and declares that:

- a. is not an employee of the Company;
- b. Self-affiliation (the **“Self-Affiliation”**) is forbidden therefore it is not Rewarded for its own purchases of Company's services as art. 3 does not apply;

"Self-Affiliation" shall mean any act whereby the Affiliate, directly or indirectly, effects or benefits from the generation of a Commission in connection with the purchase or acquisition of the Company's services or products by:

- the Affiliate itself, or any entity directly owned or controlled by the Affiliate;
- any natural person who is considered as Affiliate's family / relative, unless specifically approved by the Company;
- any legal person where the Affiliate or its family / relative has direct or indirect ownership, beneficial interest, or a controlling position (e.g., director, officer, manager), or exercises significant influence, unless specifically approved by the Company;

Self-Affiliation is also prohibited to be utilized through vouchers or similar mechanisms.

- c. the Marketing place is not created solely for the purpose of displaying an (excessive and irrelevant) advertisement;
 - d. the Marketing place and the Link utilisation shall merely align with scope of the Affiliate terms and its purpose. Other ways of utilisation are strictly forbidden.
 - e. the purpose of the Marketing place is not the dissemination of content that is (i) in violation of the legal order or principles of morality, or (ii) xenophobic, racist, pornographic, cruel or abusive;
 - f. the Marketing place has the character of a finished web page, media or social media account etc., standard appearance and does not summon doubts as to the trustworthiness of its content;
 - g. the location of the Link on the Marketing place will not lead to the diminishing of the Provider's reputation or any other damages to the Company;
 - h. shall not modify the Link;
 - i. shall not directly or indirectly utilise its own Link for any personal purchases, acquisitions, or transactions of the Company's services;
 - j. provided the Affiliate is a legal person, it shall be prohibited from purchasing Company's services entirely;
 - k. shall not utilize or share the Link on the 3rd party websites, discount websites or similar.
 - l. shall place the Link only on the Marketing place with lawful access to;
 - m. shall not send out emails or act on behalf of the Company or give such impression;
 - n. shall not violate trademarks or reputation of the Company; and
 - o. shall not transfer or sign over its obligations arising from the Affiliate terms without the prior written consent of the Company.
10. The Affiliate should not accept and keep any client's money in relation to the services offered by the Company. However, Affiliate may assist the client in funding their account with the Company.

11. The Affiliate can advise its clients on purely technical and educational matters and any investment and/or financial advice is strictly forbidden without adequate legal authorization. Regardless of any such authorization Affiliate bears sole responsibility and is deemed liable for any action towards client.
12. Where the Affiliate is a legal entity and/or employs other people, the Affiliate affirms that its employees and/or representatives shall execute their duties in accordance with the Affiliate terms and applicable law.
13. The Affiliate assures that it will show the necessary skill, interest, and high level of professionalism so as to satisfactorily fulfill its obligations providing services.
It is understood that the Affiliate shall undertake all necessary steps so as the Confidentiality obligations arising under the Affiliate terms, to be extended to all employees, agents and/or representatives of the Affiliate.
14. The Company and the Affiliate acknowledge that the Contract established between them by the Affiliate terms or between the Company and any officer or employee of the Affiliate is not as employer and employee, agents, partners, or joint ventures. The Affiliate is not entitled authorized to enter into any agreement or obligation on behalf of the Company.
15. During the execution of the Affiliate terms, the Affiliate may receive Confidential information. Confidential information shall mean any information or data or both, or the substance or existence of parties relationship, including but not limited to, any kind of business, commercial or technical information and data in connection with the Affiliate terms except for information which is demonstrably non-confidential in nature.
For each event of violation of the confidentiality under the Affiliate terms, the Affiliate shall pay to the Company a penalty in the amount of EUR 25,000.00. In case of malice the penalty increases to EUR 50.000,00. In case the violation will continue, the penalty could be claimed repeatedly. Beyond the accrued penalty Company remains free to claim further damages. Penalty has a character of liquidated damages (contractual).
16. The Company will not be responsible for any costs and/or expenses the Affiliate may incur by the implementation of the Affiliate terms as affiliate is not entitled to demand any reimbursement.
17. The Affiliate will be responsible for the payment of any taxes and/or charges and/or duties paid arising from the course of its business.
18. The Affiliate shall not act as an agent or Appointed Representative of the Company or hold himself out as having any authority to do so or give or accept any commitment guarantee of obligation for or on behalf of the Company.
19. The Affiliate shall not give any advice or make any recommendation on behalf of the Company.
20. The Affiliate is obliged to follow rules defined in appendix A - Code of Ethics.
21. Should the Affiliate be transferred any personal data of Client or other persons, Affiliate and Company are bound by the terms defined in appendix B - Data Processing Terms.
22. The terms of Appendix C – Master Service Agreement form part of these Affiliate Terms and apply where the Affiliate performs services under a Service Order. Remuneration under Appendix C and intellectual property transfer arise exclusively in connection with a Service Order. In the event of any conflict between Appendix C and these Affiliate Terms, the Affiliate Terms shall prevail unless Appendix C expressly states otherwise. The Company will have no liability to the Affiliate's clients or to the Affiliate for any advice, decision or recommendation given or made by the Affiliate to its clients and the Affiliate will indemnify the Company for any loss or liability arising from any such advice, recommendation or decision or from any

delay, default or neglect by the Affiliate in relation to any customer services provided to its clients.

23. The Company is under no obligation to open a client's account to all clients referred to it by the Affiliate. All client's accounts are opened at the Company's absolute discretion and provided the referred client fulfils the legal requirements for opening such account.
24. Any exchange of money regarding a client's account will be made directly from the Company to the client or from the client to the Company.
25. The Company and the Affiliate acknowledge that the Affiliate terms confer no exclusive right upon either party to the services of the other party. Neither party shall be precluded by the Affiliate terms from entering into the same or similar contracts with other parties.
26. The Contract established and governed by the Affiliate terms is personal to the Affiliate and may not be assigned, transferred, or used as a security.
27. The Contract (or any appendix related) is concluded for indefinite period of time and may be terminated:
 - a. By mutual agreement between the Parties.
 - b. By either party giving to the other 30 days written notice to that effect.
 - c. At any time by the Company without giving any written notice to the Affiliate, in case of one of the following events:
 - The Affiliate ceases, for any reason, to act in good faith and be responsible towards the Company as set herein and in the Company's opinion becomes incapable to provide such services
 - Any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Affiliate or its assets or the Affiliate ceases to pay debts in the ordinary course of business.
 - The Affiliate being in breach of any provision defined in the Affiliate terms.

It is understood by both parties that such termination shall be without prejudice to any outstanding or accrued obligations of the parties until the day of termination.

28. In the event of termination occurring, for any reason, the Company's dealings with the Affiliate ceases and the Affiliate shall return to the Company all documents, brochures, call reports and any other material in its possession relating to the Affiliate Services if any. It is also understood and accepted that the Affiliate's confidentiality shall survive any termination.
29. It is agreed and well understood by both parties that the Contract as a whole is governed by the Affiliate terms and the Company at its sole discretion is fully entitled to unilaterally amend its conditions after giving the Affiliate a 14 day notice period.
30. All conditions are essential and any breach of any of these conditions from whatever party, gives right to the innocent party to terminate the Contract without notice and to claim from the culpable party compensation for any damages that will be suffered due to such breach, as well as expenses and interest.
31. Should the Affiliate breach any obligations herein (especially) in the art. 9, in the Code of Ethics, the Affiliate shall be liable to pay the Company a penalty of EUR 25,000.00 for each individual breach. In case of malice the penalty increases to EUR 50,000.00. This penalty shall constitute liquidated damages. The Company retains the right to seek further damages beyond the accrued penalty.

Additionally, the Company reserves the right at its own discretion to:

- a. withhold any outstanding Commissions, and any claims for such Commissions shall be rendered null and void.
 - b. Adjust any setting of Commission, discounts or similar with immediate effect.
32. Whatever warning, notification, letter, appendix, addendum, etc. based on the Affiliate terms shall be given in writing sent by email to the receiver to the registered email address (if other not specified). Once sent, such email is deemed delivered.
 33. Within the scope of legal rights and obligation defined herein in the Affiliate terms the Affiliate does possess the status of entrepreneur, therefore legal relationship is characterized as B2B relationship. Any and all statutory provisions governing consumer right are not applicable. Such status is not affected and/or undermined should the Affiliate be also a Client of the Company within any contract governed by consumer law provision.
 34. The Affiliate terms shall be governed by Act no. 89/2012 Coll., the Czech Civil Code, as amended. To the extent permitted by legal order, the Parties exclude the application of the provisions of Sec. 558 Subsec. 2 (second sentence), Sec. 1726 (second sentence), Sec. 1727 (second and third sentences), Sec. 1740, Subsec. 3, Sec. 1748, Sec. 1769 (first sentence), Sec. 1936, Sec. 1949, Sec. 1978 Subsec. 2, Sec. 1995 Subsec. 2 of the Civil Code.
 35. All disputes arising from the Contract and in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court in accordance with the On-line Rules of the Arbitration Court.
The parties select the following e-mail addresses for the conduct of the on-line arbitral proceedings:
 - Company: info@fintokei.com
 - Affiliate: listed during registration
 36. Version: 6, effective date: 1st April 2026



Appendix A Code of Ethics

1. Representation of the Company
 - Affiliates must represent the company in a positive and professional manner at all times.
 - Any communication, whether verbal or written, should reflect the company's values and uphold its reputation.
 - It is strictly prohibited to harm company's reputation under any and all circumstances
2. Truthful Promotion
 - All promotional content created by affiliates must be truthful, accurate, and not misleading.
 - Claims about the company's products or services must be substantiated and based on verified information.
3. Respectful Communication
 - Affiliates must communicate respectfully and courteously with customers, the public, and the company's employees.
 - Negative comments or public disparagement of the company, its products, or its employees are strictly prohibited.
4. Social Media Conduct
 - Affiliates must ensure that their social media activity aligns with the company's standards and does not harm the company's reputation.
 - Inappropriate content, offensive language, or unprofessional behavior on social media platforms is not acceptable.
5. Compliance with Brand Guidelines
 - Affiliates must adhere to the company's branding and marketing guidelines in all promotional activities.
 - Unauthorized use of the company's logos, trademarks, or other intellectual property is prohibited.
 - The Affiliate shall not, directly or indirectly, engage in any Search Engine Optimization (SEO) or Pay-Per-Click (PPC) marketing practices that misuse, corrupt, or unfairly exploit the Company's trademarks, trade names, brand elements, or any variations thereof, including but not limited to "Fintokei".
6. Confidentiality and Discretion
 - Affiliates must maintain the confidentiality of the company's proprietary information, including business strategies, customer data, and financial information.
 - Sharing confidential information with unauthorized parties or using it for personal gain is forbidden.
7. Ethical Marketing Practices
 - Affiliates must avoid deceptive marketing practices, such as false advertising, bait-and-switch tactics, or high-pressure sales techniques.
 - Affiliates should provide clear, honest, and transparent information to customers.
8. Handling Customer Complaints
 - Affiliates should handle customer complaints promptly, professionally, and respectfully.
 - Complaints should be escalated to the company when necessary, ensuring they are resolved in a manner that maintains the company's reputation.
9. Professional appearance and behavior
 - Affiliates must maintain a professional appearance and behavior in all business-related activities, both online and offline.
 - Conduct that could be perceived as unprofessional or damaging to the company's image is prohibited.

10. Avoiding conflicts of interest
 - Affiliates should avoid any activities or relationships that could create a conflict of interest with their duties to the company.
 - Potential conflicts of interest should be disclosed to the company immediately.
11. Reporting Unethical Behavior
 - Affiliates are encouraged to report any unethical behavior or activities that could harm the company's reputation to the appropriate company authority.
 - Retaliation against those who report misconduct in good faith is prohibited.
12. Protecting Customer Privacy
 - Affiliates must protect the privacy of customers and handle their personal information with care.
 - Unauthorized use or disclosure of customer information is strictly prohibited.
13. Responsibility and Accountability
 - Affiliates must take responsibility for their actions and the impact they have on the company's reputation.
 - Mistakes should be acknowledged and corrective actions should be taken promptly.
14. Compliance with laws, regulations and Company's contracts
 - The Affiliate is expressly prohibited from providing any assistance, encouragement, inducement, or other means of support to Clients that would facilitate or result in a violation or breach of any terms and conditions applicable to such Clients (especially but not limited art. 5 governing Prohibited trading included in Company general terms and conditions.)
 - Affiliates must comply with all applicable laws, regulations, and industry standards in their activities.
 - Illegal or unethical behavior will not be tolerated and may result in termination of the Contract.

Appendix B
Data Processing Terms

1. DEFINITIONS

“Data Controller” (or “Controller”) – being the Company **“Data Processor”** (or “Processor”) – being the Affiliate, **“Data Subject”**, **“Personal Data”** **“Personal Data Breach”** all have meaning given to those terms in GDPR (and related terms such as “process” have corresponding meanings).

“Data Protection Laws” means any applicable laws in the Czech Republic and European Regulations relating to the processing, privacy, and use of Personal Data as well any local applicable law such as Japan data protection law (APPI) – Act No. 57 of 2003 as amended.

“DP Losses” means all liabilities and amounts, including all:

- a. Costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material or non-material damage, which includes emotional distress);
- b. Loss or damage to reputation, brand or goodwill;
- c. To the extent permitted by applicable Laws and Regulations:
 - administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - compensation paid to a Data Subject; and
 - the costs of compliance with investigations by a Supervisory Authority.

“CONTRACT” means contractual relationship governed by the Terms and Conditions – Affiliates (Affiliate terms) specified above.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of Personal Data and on the free movement of such data as applicable as of the 25th of May 2018, as may be amended from time to time.

2. DATA CONTROLLER STATUS

- a. Client and Provider are required to comply with the DATA PROTECTION LAWS and all other similar or related Data Protection Laws applicable to any Personal Data processed as part of the services which the Client receives from the Provider or otherwise in connection with the services. The Provider is required to process the Personal Data in connection with the provision and administration of the Provider’s services for the Client in accordance with the Data Protection Laws.
- b. The parties acknowledge that each party may disclose or make available to the other party Personal Data for the purposes of the services provided under the Affiliate Contract.
- c. Each party is a Controller of the Personal Data it, and/or they disclose or make available to the other party and will process that Personal Data as a separate and independent Data Controller for the purpose of providing its and/or their services. The parties process the

Personal Data as Data Controllers in common and not jointly as joint Data Controllers.

3. DATA CO-CONTROLLER PROVISIONS

- a. Each Party shall be individually and separately responsible for complying with the obligations that apply to it and/or him and/or her, as a Data Controller under any applicable Data Protection Laws in relation to the Personal Data processed under the Contract in line with clause 2 of these Data Processing Clauses.

In particular but without limitation:

- ensuring that there is a lawful basis on which Personal Data are processed by it, and/or him and/or her;
 - ensuring that the transparency disclosure requirements of applicable Data Protection Laws are satisfied by providing the required information to Data Subjects where applicable; and
 - ensuring to keep Personal Data secured at all times, including by implementing and maintaining at its cost and expense, appropriate technical and organisational measures in relation to its processing of the Personal Data so as to ensure a level of security appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- b. Notwithstanding clause 3.1 each party shall ensure that all Personal Data are accurate prior to any sharing with the other party for the purposes of the services provided under the Contract, and take reasonable steps to ensure that such Personal Data remain accurate on an ongoing basis, notifying the other party within a reasonable time in the event it, and/or he and/or she receives updates or corrections to any of such Personal Data, where it is reasonable to do so.
- c. Each party shall provide reasonable assistance, information and co-operation as regards to the data protection matters where requested by the other party in respect of Personal Data shared or held in common between the parties, pursuant to the Contract and, including:
- in respect of any matter which in the reasonable opinion of the other party is required for ensuring that party's continued compliance with the Data Protection Laws;
 - in respect of any claim and/or exercise or purported exercise of rights by a Data Subject under the Data Protection Laws or any investigation or enforcement activity by any lawful data protection supervisory authority, which relates to or is connected with the other party's processing of Personal Data pursuant to the Contract;
 - in respect of any Personal Data Breach, promptly providing such information as the other party requires under the Data Protection Laws, to report such Personal Data Breach to the local supervisory authority;
 - if it and/or he and/or she is contacted or approached in relation to any claim and/or purported exercise of rights by a Data Subject under the Data Protection Laws;
 - in the event of any investigation or enforcement activity by the Personal Data Protection Commissioner in Cyprus or any other supervisory authority; or
 - in the event of any Personal Data Breach.

- d. Neither party shall do or permit anything to be done through an act or omission that would cause the other party to incur any liability under the Data Protection Laws.
- e. Without prejudice to any other indemnity contained in the Contract, each party shall indemnify and keep indemnified the other from and against all DP Losses (including but not limited to, regulatory fines and penalties) suffered or incurred by or awarded against or agreed to be paid by the relevant party, arising from or in connection with any breach by the relevant party (or any agent, employee or sub-contractor of the relevant party carrying out the processing under the Contract or by virtue of any provision of the Data Protection Laws.

4. STATUS OF THESE DATA PROCESSING TERMS

- a. These Data Processing Clauses shall remain in force until the termination or expiry of the Contract and/or as may be otherwise provided by the Data Protection Laws.



Appendix C Master Service Agreement

pursuant to Section 2586 et seq. Act No. 89/2012, the Civil Code (hereinafter “Civil Code”)

This Appendix C forms an integral part of the Fintokei Terms and Conditions – Affiliates (the "Affiliate Terms") and applies where the Affiliate and the Company agree on specific services under a Service Order. References to "this Agreement" within this Appendix C shall mean this Appendix C. For the purposes of this Appendix C, "Contractor" means the Affiliate and "Client" means the Company, as defined in the Affiliate Terms.

1. Subject of the Agreement

1. Under this Agreement, the Contractor and the Client agree on the general terms and conditions under which the Contractor shall execute specific services for the Client. For each set of service (hereinafter the “**Service Order**”), the Contractor shall execute the work for the Client in a timely and proper manner at his own expense and risk, and hand the work over to the Client. The Client shall take over such work from the Contractor and pay the price of the work in a timely and proper manner.
Service Order may be specified through various means, email, communication channels etc. which parties consider to define Services properly.
2. The Parties acknowledge that this Agreement is intended to govern their cooperation on various marketing campaigns throughout the year, and that the specific terms and conditions of each campaign shall be outlined in a separate order - **Service Order**, which shall be communicated **via email** with a standardized subject line and content (hereinafter the “**Service Order**”). The Service Order shall include, but not be limited to, details such as the campaign name, delivery and retention dates, introduction, key objectives, recommended platforms, conditions, remuneration, due date etc. The Contractor shall confirm acceptance of the Service Order by responding to the email, and such confirmation shall serve as a binding agreement between the Parties. The terms and conditions of this Agreement shall apply to all Service Orders issued under this Agreement, and shall govern the general terms and conditions of cooperation between the Parties.
3. The Contractor’s services shall be specified in each Service Order and include, without limitation:
 - to promote Fintokei, including discount code and graphics on their social media accounts and channels; the Contractor shall also use ways of electronic communication (i.e. e-mail) for the purpose of promoting Client and its products,
 - Contractor shall adequately interact with the users commenting or inquiring on the content of the posts/related topics and promote Client’s products,
 - the Content shall be available on social media platforms indefinitely (for an unlimited period of time).

The specific scope of services and the duration of the performance shall be specified upon mutual agreement between the Parties via email for each specific Service Order , and may be extended upon mutual agreement between the Parties via email.

4. The specifications of requirements and other instructions shall be provided by the Client depending on his current needs. If possible, the Client is entitled to change the specifications and instructions during the term of this Agreement. The scope of services will be adjusted to the current needs of the Client.
5. The Contractor shall deliver the outcomes of completed tasks regularly when they fulfil the Client's specifications for such tasks and may be used by the Client for desired purposes. The Parties shall draw up an acceptance protocol, if one of them requests it.
6. The Client may set a reasonable deadline for the completion of an assigned task by the Contractor. The deadline shall be confirmed by the Contractor without undue delay after receiving such task; if the Contractor does not object to the deadline within 3 working days after the assignment of the respective task, his consent is presumed and cannot be revoked.

2. Term, Termination and Withdrawal

1. This Appendix C is in force for the duration of the Affiliate Terms and applies to all Service Orders concluded thereunder.
2. The Parties may withdraw from the Agreement or individual Service Order on the grounds laid down by the law (without prejudice to the Company's termination rights under the Affiliate Terms), particularly in case of any material breach of the Agreement by the other party (such as faulty performance of services, Contractor's delay of more than 30 days in meeting deadlines, insolvency or impending insolvency of the Contractor, non-compliance with binding technical or other legislative standards etc.). Withdrawal pursuant to this subsection is effective on the date of delivery of the notice of withdrawal with specification of breach of Agreement to the other party.
3. Termination of this Agreement shall not affect the rights and obligations of the Parties with respect to any Services that have been performed in accordance with the terms of this Agreement and Service Order prior to the effective date of termination. Each Party shall remain liable for all obligations accrued under such Service Order, including payment for Services satisfactorily performed prior to termination.

3. Price of Services and Payment Terms

1. The remuneration under this Appendix C applies to services specified in a Service Order and is separate from the Commission mechanism under the Affiliate Terms. Where both regimes apply simultaneously, each shall be governed by its respective provisions independently.
2. The remuneration for the execution of the Contractor's services shall be specified upon mutual agreement between the Parties via email. The final sum will be set by an invoice issued by the Contractor after the Client has approved the scope of executed services. The Contractor is entitled to remuneration only upon delivery of its services in full if not agreed otherwise.
3. The Contractor is obliged to issue an invoice with specification of the services provided. The invoice shall be delivered to the Client no longer than by the 10th day of the following calendar month after service delivery. For the purposes of this subsection delivery by e-mail is satisfactory.

4. Each invoice issued by the Contractor in accordance with the abovementioned subsections must contain in particular: the explicit name "invoice", the invoiced amount (if the Contractor is a VAT payer with a breakdown of the amount of taxable performance and VAT), name and registered office of the Contractor and the Client and their registration number, name of the financial institutions and bank account numbers of the Contractor and the Client, reference to this Agreement, and the date of dispatch of the invoice and the due date of the invoice, respecting the terms of this Agreement.
5. The Client is obliged to pay for the provided services within 15 days of receiving the relevant invoice. The preferred method of payment is wire transfer with the bank details of the Contractor specified in the invoice or via wire transfer or similar services etc. specified in the Service Order .
The transfer fees are paid on their own by parties.

4. Intellectual Property rights

1. The Contractor and the Client acknowledge and confirm that during the provision of the Services to the Client hereunder an author work ("Work") as defined in Sec 2 et seq. of Act No. 121/2000 Sb., Copyright Act, as amended (the "Copyright Act"), may be created.
2. When a Work is created during the provision of services under this Agreement, the Contractor shall transfer to the Client all intellectual property rights arising in connection to creation of the Work. This provision applies in particular to computer programs, databases, notes and documents. The same applies, as well, to the individual functional units that are not fully completed yet. The Contractor hereby loses his own right to dispose of the Work in any way, including personal usage.
3. The assignment of copyright also includes the Client's right to authorization to make any changes, modifications, additions, mergers or other interventions in the Work and any parts thereof at the Client's own discretion and his need. The Client may also include the Work in the collective Work and, if necessary, modify it. The Client is entitled to publish the Work as well as to present the Work to the public under his own name. The Client is entitled to change the Work; however, he is not entitled to change the author's designation. This also applies to the connection of the Work with another Work (product), as well as to the merger of the Work into another Work (product), including the Collective Work (product).
4. The Contractor acknowledges and confirms that the Client will, in his own name and on his own behalf, exercise all intellectual property rights connected to the works created under this Agreement.
5. The Contractor is obliged to immediately notify the Client of the creation of any Work or its part, within the contractual relationship, which is protected by copyright, and to hand over to the Client all documentation related to it.
6. The Contractor hereby grants the Client permission to assign all rights to the Work to a third party, the right to reproduce the Work; distribution of the original or a copy of the Work; rental of the original or a copy of the Work; lending the original or a copy of the Work; exhibiting the original or a copy of the Work; communication of the Work to the public.
7. The Client is not obliged to exercise the intellectual property rights to a Work. The Contractor does not obtain any claim to these rights in such case.

8. Remuneration for the Contractor's services under this Agreement includes all remuneration for the creation of the Work or its part and the Contractor is not entitled to any additional remuneration.
9. The Contractor is in no case entitled to distribute the Work himself, to use it for other purposes than performance of services for the Client under this Agreement, or to use it in the performance of services for third parties.
10. The Contractor does not insist on stating his name on the created work.
11. The Parties shall remain bound by the provisions of this Article regardless of the termination of this Agreement.

5. Liability, warranty and quality conditions of services, penalties

1. A defect shall mean a deviation from the qualitative conditions, scope, properties or parameters of the work or its part, stipulated by this Agreement, individual Service Orders or the law.
2. In the event that the Client reports defects upon receipt of services or within an additional 30-day period, the Contractor is obliged to remedy the reported defects at his own expense no later than 15 days after the defects are reported. If the Contractor fails to remedy the defects to the full extent, the Client is entitled to a reasonable discount on the price of the services or to withdraw from this Agreement. This does not affect other claims of the Client arising from defects in the provided services that are prescribed by the law.
3. In the event of a material breach of the Agreement caused by delivery of defective services, the Client may proceed in accordance with § 2615 et seq. Civil Code.
4. Should the Contractor breach any obligation set forth in Article 4 (IP rights), it is obliged to pay a contractual penalty of EUR 25,000 for each individual breach, EUR 50,000 in case of wilful conduct or gross negligence. The payment of the contractual penalty shall not prejudice or limit the entitled party's right to seek compensation / damages in full, without prejudice to the penalties applicable under the Affiliate Terms. For breach of Article 7, the penalties under the Affiliate Terms apply.