DOGNET System General Business Terms and Conditions

(hereinafter referred to as "GBTC")

General Provisions

These GBTC shall regulate **business cooperation relationships** between the trading company Lead Media, s.r.o.,having its registered office at Karpatská 3091/6, 811 05 Bratislava - mestská časť Staré Mesto, Company Registration Number: 47 726 601, DIČ: 2024084216, IČ DPH: SK2024084216, entered in the Commercial Registry maintained by Bratislava III City Court, Section: Sro, Insert No.: 98621/B (hereinafter referred to as "**Operator**"), Partners (referred to as "**Partner**", "**Affiliate Partner**" and/or "**Publisher**"), with whom the Operator enters into DOGNET System Use Agreements, and Advertisers (referred to as "**Advertiser**", "**Employer**" and/or "**Merchant**"), with whom the Operator enters into a Commercial Cooperation Agreement (the Operator, the Partner, and the Advertiser also collectively hereinafter referred to as "**Contracting Parties**" and/or "**DOGNET System Users**"). The relations among the Operator, the Partner and the Advertiser arise out of their participation in the affiliate commission advertising marketplace (hereinafter referred to as "**DOGNET System**").

These GBTC shall also regulate the **general terms and conditions for using the DOGNET system eobecné podmienky používania systému DOGNET** dostupného na webovej adrese Prevádzkovateľa - internetovej doméne dognet.sk a jej jazykových mutáciách (dognet.cz, www.dognet.com, dognet.hu atď.)

Clause I

Definitions

- 1.1. **DOGNET system** is an affiliate advertising marketplace as the Operator's digital service, a form of online advertising by using of which an Advertiser's Customer may become out of a Partner's audience, placed in the signup section of DOGNET's web address and on its language versions consisting of the use of **Technology** and the utilization of DOGNET's **Services**, intended for the management and administration of an Advertiser's affiliate Campaigns.
- 1.2. **DOGNET system web address** is a web address of the information, presentation, registration and sing-in section of the Operator of the DOGNET system placed on the domains dognet.sk, dognet.cz, dognet.hu, dognet.com, and their other language versions. The phrases "Operator's website", "Operator's domain," and/or other term shall also be considered the **Dognet system web address**, if used by the Parties in a similar manner and/or prior to the date of effect hereof in the Contract Documentation relating to the DOGNET system and if it can be deduced from its context, description of features, and/or description of the situation that it is a similar designation of this defined basic term
- 1.3. **Operator** of the DOGNET system is the trading company Lead Media, s.r.o., having its registered office at Karpatská 3091/6, 811 05 Bratislava mestská časť Staré Mesto, Slovak Republic, Company Registration Number: 47 726 601, Tax File Number: 2024084216, VAT File Number: SK2024084216, entered in the Commercial Registry of Bratislava III City Court, Section: Sro, Insert No: 98621/B, which as the Operator within the DOGNET system has all of the rights associated with the use of Technology and provides Services to Advertisers and Partners. Under a special agreement on behalf of the Operator, employees, contractors,, and other Operator-authorized entities can also provide to a defined extent the services relating to the DOGNET system.

- 1.4. **Contractual Documentation** is a set of valid and effective documents under which legal relations among the DOGNET system's users are created, changed and terminated, established in particular by virtue of the DOGNET System Use Agreement entered into between the Operator and the Partner and the Commercial Cooperation Agreement entered into between the Operator and the Advertiser, collectively hereinafter referred to as "**Agreements**." These General Terms and Conditions of the DOGNET system **(GTC)** and annexes hereto, published in the information section of the DOGNET system web address, shall also be part of the Contractual Documentation. Specially differently agreed provisions of the Commercial Cooperation Agreements shall take precedence over the regulation of the rights and obligations contained herein.
- 1.5. Advertiser is a business entity that enters the DOGNET system under the concluded Commercial Cooperation Agreement. The advertiser is the operator of the internet domain (URL) through which it offers to consumers and/or other business entities (Customers) to whom, under a contract regardless of the legal form thereof, it sells and provides products as part of its commercial or other business activities (Online trades). The advertiser shall determine for each URL operated by it the terms and conditions of a separate Campaign in the DOGNET system containing Online trades selected by it on the URL operated by it.
- 1.6. Partner is a corporate entity or natural person with full capacity for legal acts who, under the concluded DOGNET System Use Agreement, enters the DOGNET system as the owner and/or operator of an internet domain, website, blog, e-mail database, social media profile or group, or other online project (Media Project) offering advertising space, which can be used using a unique affiliate link a unique link containing a Partner's ID for the promotion of an Advertiser's online trades engaged in a Campaign for the purpose of conversion performed by its visitors, fans, subscribers, followers, members, and other persons (Partner's audience). "Affiliate Partner" and/or "Publisher" is also considered a Partner of the DODNET system; influencer, podcaster, blogger, operator of the so-called coupon website, cash-back, discount, comparison portal, and/or another person who is similarly denoted in the Contractual Documentation and if it can be deduced from the context and/or description that it is a Partner of the DOGNET system.
- 1.7. Campaign is one-off or continual marketing use of the advertising space offered by a Partner via the DOGNET system in the former's Media projects which is aimed to promote products within an Advertiser's online trades on the selected Market. A campaign is launched after determining its parameters and placing advertising elements in the DOGNET system (banners, icons, product boxes, text links, forms, and other formats) containing links to the Advertiser's URL so that, by using them, the Partner has the opportunity to get a commission for the performance of a Conversion (filling up a form, signing up to a newsletter,, using a coupon, concluding a consumer and/or business contract, etc.) by your audience so that they can become the Advertiser's Customer. The launch of a Campaign in the DOGNET system, including the setup of the parameters thereof (the market, the range of Conversions, the selection of Partners, the amount and payout of a commission, etc.), is a Service provided by the Operator of the DOGNET system under the Commercial Cooperation Agreement entered into with the Advertiser. An advertiser can have more than one Campaign launched in the DOGNET system, however any Campaign can be launched on one Market only. An active Campaign in the DOGNET system means a Campaign in which the Publisher is entitled to rewards and commissions paid out through the Operator in compliance herewith as per the parameters determined by the Advertiser.
- 1.8. **Market** primarily determines a territorially bounded area of operation and/or performance of a Partner's and an Advertiser's business activities, as a rule the territory of a state. The market for which the Advertiser's Campaign is launched in the DOGNET system is as a rule limited to the territory of the state whose double-digit alphabetic country code matches the national ending of the 1st level domain through which the Advertiser as a merchant conducts its online trades on the URL operated by it. If the Advertiser conducts its online trades engaged in a Campaign through a URL with a non-national ending, the Market determines the territory of the state under the law of which the Advertiser is established and has its registered office, operation, or designated place of business. If Online trades

engaged in Campaigns through the DOGNET system are conducted by the Advertiser via two or more URLs, their language versions and/or in more than one operation, the Market is intended for any active Campaign. If it is impossible to determine for a Campaign as per the preceding procedure, the Market is determined by the territory of the state where the Advertiser has the center of its principal interests. To determine the Market on which a Partner implements Media projects under which it provides advertising space and through which it takes part in the DOGNET system, these conditions shall apply similarly. Likewise, these terms and conditions for the determination of the Market and its territorial area shall also apply in connection with the operation of the DOGNET system to the Operator and/or its contractors and entities authorized by it.

- 1.9. **Service Fee** is a monthly flat-rate fee for any active Campaign charged by an Advertiser in the amount and under the conditions determined by the Operator in the Price List published in the information section of the DOGNET system web address. The Operator shall become entitled to a Flat-Rate Fee in the amount determined in the Price List for any active Campaign as of the date of the launch thereof on a specific Market where the Operator provides the use of Technology and of the Services provided by the DOGNET system.
- 1.10. **Price List** is attached hereto and shall be published as a separate document in the information section of the DOGNET system web address whereby the Operator determines the amount of the Flat-Rate Fee for any active Campaign on all the Markets on which the Advertiser operates in the DOGNET system. The price list is attached to the General Business Terms and Conditions of the DOGNET system (GBTC) and shall form an integral part hereof, with any alteration to the Price List being considered an alteration hereto.

Clause II

Subject-Matter of the GBTC

- 2.1. The subject-matter of these GBTC is the general regulation of the rights and responsibilities of the Operator, the Partner and the Advertiser relating to the terms and rules for using the DOGNET system. These GBTC regulate the relations of commercial cooperation among the tOperator, Partners and Advertisers arising out of their participation in the DOGNET system and the general terms and conditions for using the DOGNET system available at the latter's web address.
- 2.2. A Partner that is interested in taking part in the DOGNET system shall join the system by filling out the registration form available on the Operator's website, enter into a DOGNET System Use Agreement by accessing the General Business Terms and Conditions available at https://www.dognet.sk/vop/sk and thus express their agreement with the contents hereof whereby there shall arise the mutual rights and obligations between the Operator and the Partner, which are specified in more detail in the contents hereof. Under thus created contractual relationship between the Operator and the Partner, visitors to the Partner's web pages upon clicking the online advertising element of a given campaign included in the DOGNET system placed on the Partner's website shall be redirected to pages related to an Advertiser's product according to the type of online advertising element selected by the Partner. As a reward, the Operator shall pay the Partner as a reward a commission related to this mediation of visitors to the Advertiser's web pages, while the amount of the Partner's commission is indicated on the Operator's website and can be adjusted according to the rules of the given campaign engaged in the DOGNET system,
- 2.3. By expressing consent to the consents of these General Terms, the Partner declares to have become familiar with the commission rate set out on the Operator's website as well as with other information furnished thereon, to have understood the information, and the same is clear and comprehensible, and also to agree with the terms of cooperation with the Operator hereunder.

- 2.4. The Partner declares to have entered truthful identification data when registering itself in the DOGNET system and, as far as a Partner is a natural person, it represents to be of full age and legal capacity.
- 2.5. Solely the Operator, the Advertiser and the Partner and/or natural persons authorized by them with full legal capacity can enter the DOGNET system as its users.

Clause III

Fundamental Rules of the DOGNET System

- 3.1. The Operator of the DOGNET system shall act in the commercial relationship to the Advertiser as an entity selling online advertising.
- 3.2. The Operator of the DOGNET system shall act in the commercial relationship to the Partner as an entity purchasing advertising space located on its web pages.
- 3.3. An Advertiser shall enter the DOGNET system as an entity demanding advertising space which it demands in its own name and shall pay the Operator at the latter's account the agreed reward for the mediation. The Advertiser shall pay the Operator at the latter's account a reward for all Conversions agreed by Advertisers without delay on the due date after having received an issued invoice from the Operator.
- 3.4. A Partner shall enter the DOGNET system as an entity offering its own advertising space on its web pages, social media profile or group, or in other media space administered by it. Any operator of web pages that do not contain pornographic, offensive, immoral, political or radically oriented contents can apply for participation in the DOGNET system.
- 3.5. A Partner's participation in the DOGNET system shall only be accepted by the Operator if the advertising space offered by the former on the former's web pages do not compel a visitor thereto to click on an Advertiser's placed advertising element, and if the Partner's web pages are assessed as acceptable by the Operator.

Clause IV

Scope of Effectiveness of, and Amendment to, the GBTC

- 4.1. The Operator shall provide all the services of the DOGNET system exclusively under contractual relations and these GBTC. The legal relations of commercial cooperation between the Operator and the Advertiser and/or the Operator and the Partner arising out of participation in the DOGNET system shall always arise, change and terminate under the Agreement containing the preferably applicable specific rights and obligations of the Contracting Parties and these GBTC, including annexes hereto, containing generally specified rights and obligations applicable to each contracting party, unless otherwise regulated by the Agreement.
- 4.2. These GBTC, as last amended, shall be binding on all the contracting parties from the beginning of the contractual relationship, over the entire term of the contractual relationship, and until after the new GBTC shall have come into force. Annexes to the GBTC, published in the information section of the DOGNET system web address, shall form an integral part hereof. An annex to the GBTC can be, for example, Personal Data Privacy Information, Technical Integration Procedures, Complaints Procedure, Price List of the DOGNET system, and other similar documents issued by the Operator as set out hereunder, however provided that the exact name of an annex with the effective date thereof is indicated in the final provisions hereof.

- 4.3. The Operator has the right to amend these GBTC without prior notice thereon.
- 4.4. The Operator undertakes to publish the new General Business Terms and Conditions on the Operator's website at least 14 days before they become effective and to inform thereon without delay Advertisers and Partners. The registered Partners and Advertisers shall be notified by the Operator of the change by e-mail sent at the address the former provided to the latter whilst registering themselves in the registration or contact form. The amended GBTC shall be considered agreed upon the moment these are published. In case of a change in the GBTC concerning the amount of the Partner's commission, the Operator shall confirm the change to the Partner by e-mail as soon as the change hereto is published.
- 4.5. If the Partner disagrees with the latest version of the GBTC, the former shall be obliged to discontinue its participation in the DOGNET system by sending e-mail to the Operator at hello@dognet.com with a request to terminate commercial cooperation and participation in the DOGNET system because of amendment hereto.

Clause V

Verification of the Registered Users as Partners in the DOGNET System

5.1. The verification of registered users as Partners in the DOGNET system shall be performed by the Operator. The verification shall take place based on the Operator's own assessment, first of all in terms of professionalism of the internet websites of a registered user as a Partner, their contents, design, the scope of online presentation, and the Partner's overall contribution to the DOGNET system. In case that the websites of a registered Partner are not evaluated by the Operator as beneficial for the DOGNET system, the Operator shall be entitled to terminate the cooperation with the registered user as a Partner in the DOGNET system and thus withdraw from the DOGNET System Use Agreement.

Clause VI

Rights and Obligations of the Operator

- 6.1. The Operator's fundamental rights shall include:
 - to negotiate and conclude commercial agreements with Advertisers and Partners,
 - to terminate commercial agreements with Advertisers and Partners,
 - to refuse to enter into a commercial agreement with any natural person or corporate body even without cause.
 - to amend the contents of these GBTC under the conditions set out Clause IV hereof.
 - to amend the DOGNET system's service price list,
 - to impose fines and penalties on the Partners arising out of these GBTC for breaking them,
 - not to pay a Partner for a conducted Campaign engaged in the DOGNET system the amount of its commission in case that an Advertiser failed to pay the Operator the reward agreed upon between them for such 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 GBTC and of the respective contractual relationships.

Clause VII

Rights and Obligations of the Partner

- 7.1. Under the DOGNET System User Agreement entered into with the Operator, a Partner undertakes to operate the web pages on which the latter will place given advertising elements for given campaigns engaged in the DOGNET system in accordance with the DOGNET System User Agreement and relevant legal regulations. The Partner declares that it is a person authorized to operate web pages on which a given advertising element of a respective campaign engaged in the DOGNET system will be placed and that the Partner holds all necessary permissions or licenses related to the contents and form thereof. The Partner shall be solely responsible for the contents and links placed on its web pages, except for 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 when registering shall be protected by copyright or an Advertiser's intellectual property right and can only be used in unaltered form and exclusively for promotion of the campaigns engaged in the DOGNET system and approved by the DOGNET system. The Partner may alter the advertising graphics with the Advertiser's or Operator's prior consent only.
- 7.3. The Partner hereby expresses consent to the storage of the contact and personal data provided by the former to the Operator when registering in the DOGNET system and the data shall only be used in connection with the operation of the DOGNET system. The Partner at the same time agrees to be sent the Operator's business notifications according to the Partner's contact data provided to the Operator during the DOGNET system registration process or over the course of the contractual relationship.
- 7.4. The Partner shall be obliged to refrain from sending any unfair advertising (spam) via discussion groups, email messages, text messages, fax or mail, as well as other telecommunications means.
- 7.5. The Partner undertakes to ensure that its web page contains no material or link to material that is illegal, such as, inter alia, one that infringes copyright, trademark and patent rights, trade names, and other related rights. The Partner shall be obliged to refrain from actions that would harm the Operator's or Advertisers' reputation.
- 7.6. The Partner takes note that it shall not be allowed to reward its web page visitors for viewing individual advertising elements placed thereon of a respectiver campaign engaged in the DOGNET system and likewise the Partner shall not be allowed to promise reward to third parties for such actions, unless expressly agreed otherwise for a specific campaign engaged in the DOGNET system.
- 7.7. The Partner undertakes to refrain from displaying on its web page an advertising element that in its domain name carries a registered trademark of the Operator or of any Advertiser, unless the Partner is given the Operator's or Advertiser's prior written consent. Should the Partner breach this obligation and thereafter fails to transfer such domain to the trademark owner within twenty (20) days from the date of being called upon to do so by the Operator or the Advertiser, the Operator shall be entitled to withdraw from the DOGNET System User Agreement, terminate the cooperation, and not to pay the Partner any commissions.
- 7.8. The Partner undertakes to furnish all data truly and completely. The Partner undertakes to take such measures as to prevent third parties from having access to the former's DOGNET user account, otherwise the Partner shall be responsible for such third parties' actions.
- 7.9. The Partner takes note that all information as found out by it over the course of cooperation or its participation in the DOGNET system shall constitute the Operator's trade secret, and undertakes not to disclose such information to third parties (in particular information on the amount of its commission).

- 7.10. The Partner takes note that the advertising element of a respective campaign engaged in the DOGNET system shall not be placed on pages with pornographic or immoral contents that could harm the Operator's or Advertisers' reputation. The Operator reserves the right to check the contents of the Partner's web pages on which individual advertising elements will be placed.
- 7.11. The Partner takes note that should the Operator suspect any violation of the Slovak Republic's or the European Union's laws, the Operator shall be entitled to provide the appropriate law enforcement authorities with all of the Parner's data known to the Operator.
- 7.12. The Partner has the right to make a complaint about an unapproved conversion:
 - A. within 30 days from the date on which the conversion should have been recorded but it was not recorded
 - B. within 30 days from change in the status of the conversion to an unapproved conversion in case of an incorrectly evaluated conversion by the Advertiser

The Partner shall not be entitled to make a complaint about a conversion in case that the Operator follows Clause VIII (8.8) hereof.

- 7.13. The Partner notes that in the case of termination by the Operator or the Advertiser of a Campaign after the date of termination the Partner's right to a commission for a Conversion arising over the duration of cookies or other record thereof upon termination of the Campaign shall expire. The Partner shall be informed in advance of the duration of the Campaign upon termination thereof. The Partner shall not be entitled to any commission for the Conversion that occurred upon termination of the Campaign.
- 7.14. The Partner undertakes to comply also with the following rules for using the DOGNET system:
 - in the case of using a Campaign in combination with the Advertiser's discount coupons, the Partner shall be
 obliged to use exclusively those coupons intended for an affiliate campaign from the DOGNET system or
 those coupons outside of the DOGNET system that have been agreed and approved by the Advertiser for
 such use:
 - in the DOGNET system, it is prohibited to use redirect traffic, i.e. redirecting domains to the Advertiser's page to promote a Campaign. It is also prohibited to use any pop-up or pop-under traffic. An exception can be granted in writing or allowed in the Campaign description;
 - in the DOGNET system, it is prohibited to use and target Advertisers' trademark and brand keywords within promotion in the paid results of advertising systems. This includes in particular Advertisers' internet address names and derivative words thereof, word corruptions, or words defined in the Campaign description. An exception can be granted in writing, or allowed in the Campaign description;
 - The Partner shall provide true information on its web pages. True information also means the display of current products, and their description and prices in the Partner's site product catalogs. When using XML feeds, the Partner shall be obliged to update the offer on its web page at least once in seven (7) calendar days;
 - The Partner shall not mislead visitors on its web pages. Misleading means providing untruthfully high
 discounts in the Advertiser's shop, providing deliberately untrue, 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.

- The Partner shall be obliged to comply with the Campaign conditions set out in the DOGNET system or on the Operator's website.
- The Partner shall be obliged to supply a real or provable traffic only. Should the Operator have doubts about the reality or provability of the Partner's efforts toward mediation of the Conversion, the Operator has the right not to approve and pay for the Conversion. If the Partner is paid the Commission for the Conversion contrary to this paragraph of the GBTC, the Operator shall be entitled to seek from the Partner the full refund of the Commission for those Conversions that came from an unprovable or unreal source.
- In the case of the Partner's registration in a commission group (content publisher, cashback, coupon website, etc.), the Partner shall be automatically included in the commission level appertaining to a given commission group. The Partner shall not use for promotion such projects as do not fit by their nature into the commission group in which its account is included. For example, if somebody is registered and recorded in the commission level and group as "content publisher", they shall not be allowed to take part in the Campaign on the cashback portali.
- If the Partner uses on its project XML feeds of DOGNET's Advertisers, the Partner shall combine at least 3 XML feeds of various advertisers, i.e. in such a case the Partner shall take part in at least 3 Campaigns within DOGNET. Otherwise, there is a risk of confusion between the Partner's project and the Advertiser.
- 7.15. In the case of doubt about the origin, validity or reality of a conversion, the Operator has the right to contact the Partner and seek proof of the origin of conversions and traffic. In case that the Partner fails to provide the Operator with an adequate explanation within 48 hours of business days, the latter has the right to reject the conversions concerned. The Partner shall be obliged to provide the Operator with an adequate explanation in the case of doubt about the origin, validity or reality of the Conversion within 48 hours of business days. If the Partner fails to provide the Operator with explanation over the period as per the preceding sentence and even following the latter's repeated call within 7 days from the date of delivery thereof, the latter shall be entitled to seek from the former payment of a contractual penalty of €500 per case of failure to provide an adequate explanation. The contractual penalty under this paragraph of the GBTC shall become due and payable at the Operator's call within 7 calendar days from the date of delivery thereof.
- 7.16. If the Partner breaches any of the provisions of paragraph 7.14 of these General Terms, the Operator may request the payment of a contractual penalty of €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.
- 7.17. The Partner takes note that, by making use of DOGNET network campaigns, the Partner shall not harm the Advertiser's reputation and shall not provide misleading information to either its web page visitors or other 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 shall be responsible for its promotion method and contents. The Partner shall abide by the wording of these GBTC, campaign descriptions and rules, or other written guidance from the Operator, as the case may be.

Clause VIII

Billing

8.1. The billing between the Operator and the Advertiser may take place every time the DOGNET system payment minimum is reached, based on the data measured by the DOGNET System Administration Centre.

- 8.2. The Partner shall have become entitled to a commission the moment there occurs the Conversion determined in a respective campaign engaged in the DOGNET system over the duration of the given Campaign and the Advertiser evaluates it as approved.
- 8.3. The commission shall not be credited to the Partner's DOGNET system user account until after the Operator has reviewed and concluded that the Conversion intermediated and earned by the Partner is real and relevant.
- 8.4. The Partner can check its current amount of commission intended to be paid out by signing on to the DOGNET System account. The Operator reserves the right to alter the amount of the Partner's commission without prior notice insofar as the amount of commission was not calculated properly and, as a result, the Partner was credited an incorrect amount at its user account. The amount of the commission is excl. VAT, unless otherwise specified.
- 8.5. The billing and disbursement of the Partner's commissions shall be carried out upon receipt of the Partner's request for payout, which shall be made from the Partner's DOGNET system account, with the minimum amount to pay as commission being €100.00.
- 8.6. If a Partner is a corporate body or a natural person entrepreneur, such Partner shall be obliged prior to the commission disbursement to issue an invoice for a sum corresponding to the approved amount and deliver the invoice to the Operator, as instructed in the call for billing following the request for payout. If a Partner is a natural person non-entrepreneur, such Partner shall be obliged prior to the disbursement of the Commission to carry out billing for a sum corresponding to the amount of the approved Commission and send it by e-mail to the Operator at hello@dognet.com. The due date of the issued invoice as well as of written billing shall be 30 calendar days starting on the date of delivery thereof to the Operator at the e-mail address hello@dognet.com.
- 8.7. The Operator of the DOGNET system shall automatically close up the previous calendar year as a rule until 20 January. Billing shall be automatically created for those partners who have at least €5.00 for disbursement. Partners shall not have the registration bonus included in this sum.
- 8.8. A Partner shall not be entitled to a commission for a Conversion unless its advertising activities are approved and paid for by the Advertiser to the Operator. The Partner shall also not be entitled to a commission for a Conversion in the case of accepted cancellation of the Advertiser's order with the Operator.
- 8.9. A Partner that uses the DOGNET system to generate regular profits as part of their business shall be obliged, upon the Operator's request, to issue at the Operator's trade name an invoice for the amount of the commission earned by the former.
- 8.10. The Partner shall be responsible for taking all actions linked to disbursed tax payable of commissions as per applicable legislation of the state of its affiliation.
- 8.11. If the Partner wants to challenge the amount of its commission, the Partner shall do so in writing by sending an e-mail at hello@dognet.com within five (5) calendar days from the date of disclosure of a specific payment by the Operator in the Partner's Dognet system user account. The Partner shall not be entitled to challenge the amount of its commission upon expiry of the period set out in the preceding sentence and upon expiry of this period, the amount of a given specific commission shall be considered to have been mutually approved. Upon approval of the commission, the Partner shall be obliged to issue an invoice for the approved amount thereof (except for a Partner natural person) within sixty (60) calendar days from the date of acceptance of the commission amount. Should the

Partner fail to issue an invoice for the approved commission amount over the period specified in the Operator's written request:

- The Operator shall become entitled to a contractual penalty for breach of the Partner's obligation to issue an invoice for the approved amount of commission over the period set out in this paragraph of these GBTC up to the amount of commission to be invoiced in accordance with this paragraph hereof. The Operator shall at the same time be entitled to set off its right to a contractual penalty as per the preceding sentence of these GBTC against the Partner's right to the approved amount of commission from the Operator.
- 8.12. The Operator reserves the right not to disburse a commission to the Partner or to seek a refund thereof (if already paid) if the Partner materially breaches any of the provisions of these GBTC or of the DOGNET System Use Agreement.
- 8.13. Incomplete conversions or conversions raising suspicion on being tampered with or abused can be declared void by the Operator or the Advertiser. In such events, the Partner shall be paid no commission.
- 8.14. The terms for disbursement of the Partner's commission and the amount thereof are beyond what is stated herein and are further regulated in the business terms issued for a respective Campaign engaged in the DOGNET system by a particular Advertiser. The Partner shall be obliged to become familiar with the wording of the business terms of any Campaign engaged in the DOGNET system (in which the Partner intends to take part) if the Advertiser has drawn up such business terms.
- 8.15. With regard to the delivery of invoices, the Operator expressly agrees to the delivery of the Partner's invoices in e-format to the Operator's email: hello@dognet.com.
- 8.16. The Partner and the Operator agree that if the Advertiser fails to pay the Operator the fee (commission) from which also the Partner's commission is calculated, the Operator shall be entitled to cancel the Partner's commission already disbursed. The Partner and the Operator agree that the Operator is entitled to cancel the Partner's commission already disbursed if the Advertiser defaults on the payment of the Operator's reward (commission) by more than thirty (30) calendar days and simultaneously fails to pay the outstanding amount to the Operator within fourteen (14) calendar days from date of sending the Operator's e-mail request to pay the outstanding amount (hereinafter referred to as "Cessation of the Partner's Right to Commission.") The Operator shall be obliged to notify the Partner of the Cessation of the Partner's Right to Commission without delay upon meeting the conditions as per the preceding sentence of this paragraph of the GBTC and shall be entitled to claim the refund of the commission to which its right ceased to exist. The Operator shall be entitled to set off its right to a refund of the canceled commission that arises upon satisfaction of the conditions set out in this paragraph of the GBTC against the Partner's right to commissions that have not yet been paid pursuant to the most recent commission billings.

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 accordance 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 (hereinafter referred to as the "Regulation").

- 9.2. Information on the processing of personal data provided by the Partner and the Advertiser to the Operator during the registration process and of personal data made accessible mutually by the DOGNET system users as well as the personal data privacy rules of the DOGNET system Operator shall be published in the information section of the DOGNET system web address in the separate document DOGNET System User Personal Data Privacy which is attached to the General Business Terms and Conditions of the DOGNET System (GBTC) and form an integral part hereof, whereas a change in the document DOGNET System User Personal Data Privacy shall not be considered a change in the GBTC, if such change was made as a result of a change in the internal regulations of the Operator, which does not establish new obligations for Advertisers and Partners of the DOGNET system's Advertisers and Partners except for changes in generally applicable legal regulations related to personal data privacy on the relevant Market of the Operator.
- 9.3. The Partner takes note that it shall not be allowed to disclose any data or outcomes relating to any of Advertisers' campaigns engaged in the DOGNET system either in whole or in part. The Operator and the Partner have agreed on a contractual penalty of €15,000 per breach of the Partner's non-disclosure obligation. The contractual penalty shall become due and payable within fifteen (15) days from the date of delivery to the Partner of the Operator's written call.
- 9.4. Specifically on technical data cookies files and IP addresses of the devices from which visitors access the Advertiser's web page (hereinafter referred to as "Data") the Advertiser and the Operator have agreed as follows: The Advertiser hereby entrusts the Operator with the processing of Data for the purpose of assessing the Partners' commissions within the DOGNET system and of statistically assessing the efficiency of the cooperation between the Partner and the Advertiser for the time necessary to fulfill the purpose thereof. Data shall be processed by the Operator in the DOGNET system on behalf of the Advertiser. The Advertiser hereby expresses 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 shall perform the following processing operations: data storage for the purpose set forth in this paragraph of the GBTC. In addition to the processing of Data for the purpose expressly agreed upon in this paragraph of the GBTC, the Operator shall be obliged to proceed in accordance with paragraph 9.4. of these GBTC.
- 9.5. Further to paragraph 9.3 of these GBTC, the Operator undertakes to:
- 1. process data in compliance with the designation in accordance with paragraph 9.3. of these GBTC and with the Advertiser's other written instructions;
- 2. make sure that the persons authorized to process personal data undertake to maintain confidentiality on the information they will have become aware of, unless bound by a non-disclosure obligation under a special law;
- 3. implement the measures required 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, help the Advertiser to the greatest extent possible with appropriate technical and organizational measures when fulfilling its obligations and respond to requests for exercising the rights of a data subject as set forth in Chapter III of the Regulation;
- 6. help the Advertiser to ensure fulfillment of the duties as per Articles 32 through 36 of the Regulation, taking into account the nature of processing and the information available to the Operator;

7. provide the Advertiser with any information necessary to document the fulfillment of the duties laid down in this paragraph and provide cooperation during an audit as control by the Advertiser or another auditor commissioned by the Advertiser.

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 performance of success metrics and monitoring by the DOGNET system.
- 10.2. The Operator hereby grants the Partner for the time the Partner takes part in the DOGNET System a non-transferable and non-exclusive right of use for the metrics technology of the DOGNET system.

Clause XI

Confidentiality

11.1. The Operator and the Partner undertake to the same extent to maintain confidentiality, without any reservations, of any background documents, documentation, drawings and other information they obtained or had access to within and over the course of their commercial cooperation.

Clause XII

Term of Cooperation between the Operator and the Partner and Termination

- 12.1. The cooperation, i.e. the Dognet System User Agreement, is entered into for an indefinite period.
- 12.2. Both the Operator and the Partner shall be entitled to 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 written notice of termination of the Dognet System User Agreement shall be delivered by the Partner to the Operator at the e-mail address hello@dognet.com or at the address of the Operator's registered office; as shall be by the Operator to the Partner at the e-mail address entered by the latter in the DOGNET system when registering or at the latter's address of registered office/place of business.
- 12.3. The Operator shall be entitled to withdraw from the Dognet System User Agreement if the Partner repeatedly breaches the Dognet System User Agreement or as expressly set out herein.
- 12.4. The right to liquidated damages, contractual penalty/penalties incurred over the term of the DOGNET System User Agreement, and the Operator's right to a refund of a commission disbursed to the Partner pursuant to Clause VIII of the GBTC, shall survive the termination of the DOGNET System User Agreement, even if the fulfillment 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 GBTC which by their nature (e.g. governing law, non-disclosure) are regarded as surviving the termination of the DOGNET System User Agreement).

Clause XIII

Damage Liability

- 13.1. The Partner takes note that the Operator shall be entitled to claim damages from the Partner owing to a 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 the Advertiser. The Partner undertakes that, in connection with the exercise of rights or the performance of obligations arising out of the DOGNET System User Agreement, no penalty shall be imposed on the Operator, and the Partner shall hold the Operator harmless with respect to any third-party claims that might arise, either directly or indirectly, in connection with the Partner's rights and responsibilities under the DOGNET System User Agreement. The Partner at the same time undertakes to indemnify the Operator in full for any penalty, damage, expense or other expenditure incurred by the latter 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 out of generally binding laws and legal regulations or of the DOGNET System User Agreement, upon the Operator's written request over the period established thereint.
- 13.2. Based on the DOGNET system's predetermined technical features which the Partner can become familiar with upon request, the Operator shall not be liable and shall provide no 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 shall not become legally entitled to damages with the Operator.
- 13.3. The Partner takes note that the Operator has no control over the Advertiser's current visual design and contents of advertising elements of a respective campaign engaged in the DOGNET system.
- 13.4. The Operator shall be held liable for damage only if incurred due to the Operator's wilful misconduct. The Operator and the Partner have at the same time agreed on a cap on the Partner's right to damages against the Operator of €5,000 for damage incurred over the entire term of the contractual relationship under the DOGNET System User Agreement. Other rights to compensation for damages incurred in connection with the commercial cooperation under the DOGNET System User Agreement against the Operator shall be excluded. This shall apply to the same extent to personal liability of the Operator's employees, representatives, and contractors.
- 13.5. The Operator shall not be held liable for potential modification to the Partner's web page contents upon conduct of a review thereof after the Partner joins the DOGNET system.

Clause XIV

Other Arrangements

- 14.1. The Operator shall be entitled at any time to suspend or restrict the display of advertising elements of a respective campaign engaged in the DOGNET system placed on the Partner's web page. The Operator shall be also entitled at any time to modify the contents and form of those advertising elements of a respective campaign engaged in the DOGNET System.
- 14.2. The Operator shall not be held liable for damage incurred through failure, error or down times of the DOGNET online system and of the internet. Furthermore, the Operator shall not be held liable for damage incurred through third-party activity or inactivity.

- 14.3. The Partner shall not be obliged to take part in each campaign engaged in the DOGNET System.
- 14.4. The Operator and the Partner have agreed that during the Partner's participation in the DOGNET system the Partner shall by no means seek to get engaged in or establish either direct or indirect cooperation with the Operator's Advertiser, except for the method of communications as per paragraph 14.5. of the GBTC. Should the Partner break this obligation, the parties have agreed upon a contractual penalty of €3,000 per instance of breach, which shall become due and payable within five (5) calendar days from the date subsequent to the day on which the Operator provably gives the Partner notice thereof and calls upon the latter to pay the contractual penalty
- 14.5. During the Partner's participation in the DOGNET system, the Partner shall be entitled to directly communicate with the Advertiser as to the execution of the Advertiser's individual campaigns only if so specifically agreed upon between the Operator and the Partner, e.g. via email (hereinafter referred to as "Selected Advertiser"). However, in doing so, the Partner shall refrain from any actions that would lead to direct disbursement of a commission or other form of reward (i.e. outside the DOGNET system) for the mediation of visitors to the Selected Advertiser's web pages between the Partner and the Selected Advertiser. If the Partner breaches its obligation pursuant to the preceding sentence of this paragraph of the GBTC, the Operator shall be obliged to seek from the Partner the payment of a contractual penalty of €3,000 per instance of breach to be due and payable within five (5) calendar days. The contractual penalty payment period shall start on the day subsequent to the day on which the Operator provably gives the Partner notice thereof and calls upon the latter to pay the contractual penalty.
- 14.6. The Operator and the Partner have agreed that for a period of twelve (12) months from the date of termination of the DOGNET System User Agreement, the Partner shall not be allowed to cooperate with the Selected Advertiser as regards the mediation of online advertising in the Slovak and Czech Republics' territory. Should the Partner break its obligation pursuant to the preceding sentence of this paragraph of the GBTC, the Operator shall be entitled to seek from the Partner the payment of a contractual penalty of €5,000 per instance of breach to be due and payable within five (5) calendar days. The contractual penalty payment period shall start on the day subsequent to the day on which the Operator provably gives the Partner notice thereof and calls upon the latter to pay 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; while there are made no other oral or written arrangements between the Operator and the Partner. These GBTC also supplement and complete the contractual relationship between the Operator and the Advertiser arising out of a separate agreement entered into by them.
- 15.2. The legal relationships arising out of the commercial cooperation between the Operator, the Advertiser, and the Partner that have been established as regards their participation in the DOGNET System shall be governed by the applicable laws of the Slovak Republic. Any disputes arising out of the DOGNET System User Agreement shall be dealt with by courts in the Slovak Republic.
- 15.3. The Partner hereby agrees that the Operator assigns or otherwise transfers the rights and responsibilities arising out of the DOGNET System User Agreement to a third party at its own discretion.
- 15.4. Should any provisions of these GBTC prove to be invalid or ineffective, either in whole or in part, this fact shall not render the remainder of the provisions hereof invalid or ineffective. In lieu of invalid or ineffective provisions, a

legislation that is as close as possible to the original intention and purpose of such invalid or ineffective provisions shall be used. A similar procedure shall also be followed if it is found that some of the provisions of these GTC is unenforceable.

- 15.5. These GBTC come into force and take effect on November 1, 2023
- 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

These GBTC comes into force and take effect on November 1, 2023 and fully replace any business terms and conditions regardless of form and/or designation thereof relating to the DOGNET system valid prior to the effective date of these GBTC, in particular the GBTC dated July 15, 2021, the provisions of which are applicable to the valid Contractual relationships related to the DOGNET system until the date preceding effectiveness hereof..

- 15.6. The Operator shall be entitled at any time to amend these GBTC and replace them with their new wording, giving the Partner and the Advertiser at least fourteen (14) days' notice thereof by publishing in the information section of the DOGNET system web address. The Partner, the Advertiser, and the Operator undertake to observe the GBTC including Annexes hereto, as amended, over the entire term of their Contractual relationships.
- 15.7. The following Annexes shall be an integral part of these GBTC:
- 15.7.1. Privacy of Personal Data of DOGNET System Users, effective as of November 1, 2023
- 15.7.2. Price List of the DOGNET system, effective as of November 1, 2023

At Bratislava, on September 26, 2023



DOGNET System Price List valid for network advertisers

Annex to the DOGNET System's General Business Terms and Conditions dated September 26, 2023 (GBTC)

Lead Media s.r.o., having its registered office at Karpatská 3091/6, 811 05 Bratislava - mestská časť Staré Mesto, Slovak Republic, Company Registration Number: 47 726 601, Tax File Number: 2024084216, VAT File Number: SK2024084216, entered in the Commercial Registry of Bratislava III City Court, Section: Sro, Insert No.: 98621/B, as the Operator of the DOGNET System

hereby as per paragraph 6.1. In conjunction with paragraph 15.7.2. Of the GBTC dated September 26, 2023

effective as of November 2023

establishes the following amount and terms and conditions for claiming the Flat-Rate Fee:

Service Fee (SF) as per paragraph 1.9. of GBTC	Monthly (SFM)	Annually (SFR)
shall apply for any active Campaign on all the Markets on which the Advertiser operates in the DOGNET system in the amount of	€39	€390

N.B.: The market for which the Advertiser's Campaign is launched in the DOGNET system is bounded by the territory of the state with designation identical to the domain ending - URL - through which the Advertiser as a merchant conducts its Online trades and is defined in more detail in paragraph 1.8. Of the GBTC.

- 1. If the Advertiser has active Campaigns launched on a number of Markets, the Operator charges the Service Fee for each Campaign on each Marketer where the Operator provides the use of Technology and of Services of the DOGNET system <u>separately.</u>
- 2. Advertisers' Campaigns can be launched as of the date of effect of this Price List on all the Markets published at the web address of the DOGNET system.
- 3. All the prices are given in sums exclusive of VAT.
- 4. The Operator of the DOGNET system reserves the right to individually agree upon the terms for claiming the Service Fee, charge the Service Fee solely for active Campaigns on determined Markets, grant a discount on the Service Fee and/or not to charge the Service Fee, even repeatedly.
- 5. This DOGNET System Price List takes effect on November 1, 2023.

At Bratislava, on September 26, .2023

DOGNET system Operator

Lead Media, s.r.o., Karpatská 3091/6, 811 05 Bratislava dognet.sk

info@dognet.sk

The DOGNET System Price List is published in the information section of the DOGNET system web address.