

**TERMS AND CONDITIONS OF THE JABLOTRON PARTNER REWARD SYSTEM**  
NO. TCJPRS\_20231101  
Effective date: 1.11.2023

BETWEEN

- (1) the provider of rewards, i.e., **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, with its registered office at U Přehrady 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section C, File 36983 (hereinafter referred to as the “**Provider**”);

and

- (2) the recipient of the rewards, as further specified (hereinafter referred to as the “**Partner**”);

(The Provider and the Partner hereinafter collectively referred to as the “**Parties**”, individually as a “**Party**”);

WHEREAS

- (A) The Provider provides Paid Services to the Users of Cloud JABLOTRON;
- (B) Paid Services are used by Users of Control Panels supplied to Users by Partners;
- (C) The Control Panel manufacturer, either directly or through other companies of the JABLOTRON holding, is globally building a community of entities that are important for the support, fame, and development of the “JABLOTRON” brand (hereinafter referred to as the “**JABLOTRON Ecosystem**”). Within the JABLOTRON Ecosystem, it prefers and supports the establishment of long-term relationships that have an above-standard positive benefit for the entities involved (hereinafter referred to as “**Partner Relationships**”) within their own business activities. The Provider also partially participates in building the Partner Relationships and the JABLOTRON Ecosystem.
- (D) With regard to the above, the Provider allows selected Partners in selected territories who will have Control Panels in their Accounts in Cloud JABLOTRON and whose Users use Paid Services to participate in the Partner Reward System, under the conditions specified below.

AGREE AS FOLLOWS:

**1. DEFINITION OF TERMS**

- 1.1. Capitalized terms and abbreviations referred to in these Rules have either the meaning provided in the following table or, if not provided in the table, the meaning stipulated in the General Terms and Conditions for the Use of Cloud JABLOTRON and in the Special Terms and Conditions for the Use of the MyCOMPANY Module or, where applicable, in the Special Terms and Conditions for the Use of the JA PARTNER Module, or the terms and conditions replacing them:

<b>“Reward”</b>	means sums of money that the Provider undertakes to pay to a Partner participating in the Partner system under the conditions specified in the Rules;
<b>“Partner Reward System”</b>	means the Provider’s business and marketing tool used to reward Partners for the fact that some Users use the Provider’s Paid Services;
<b>“Paid Services”</b>	collectively means Services the use of which in Cloud JABLOTRON is enabled by the Provider for a fee and which are included in the Partner Reward System at the Provider’s decision;
<b>“Rules”</b>	means the terms and conditions of the JABLOTRON Partner Reward System under these Rules;
<b>“Decisive Control Panels”</b>	means Control Panels used by End Users that are currently subordinated to the Partner’s Account in Cloud JABLOTRON (in the MyCOMPANY or JA PARTNER Modules), either as a result of the Partner registering them in the Cloud JABLOTRON or having been registered there at the Partner’s instigation or having been subordinated there later according to the relevant provisions of the TCU or the Extraordinary Administration Rules.
<b>“Initial Information”</b>	means the information that the Provider needs from the Partner for proper identification, for conducting written and oral (including electronic) communication with the Partner and for billing the Reward in accordance with these Rules; Initial Information is specified in the form that the Partner fills in when joining the Partner Reward System;

## **2. SUBJECT-MATTER OF THE RULES**

- 2.1. The subject-matter of these Rules is **(i)** the specification of the Partner Reward System, including the conditions of participation in the Partner Reward System and the method of calculating the Rewards, and **(ii)** the regulation of the rights and obligations of the Parties arising from the Partner’s participation in the Partner Reward System.

## **3. PARTNER REWARD SYSTEM**

- 3.1. The Provider undertakes to pay to the Partner participating in the Partner Reward System the Rewards to which the Partner is entitled for the duration of the contractual relationship established by participation in the Partner Reward System, in accordance with the rules specified below.
- 3.2. The Reward is associated with the payment of Paid Services by the End Users of the Relevant Control Panels.
- 3.3. Participation in the Partner Reward System does not give rise to any obligation for the Partner to engage in any business, brokerage, or similar activity for the Provider. The Partner’s own entrepreneurship activities, in particular business activities carried out for the purpose of making its own profit on its own account, remain unaffected.

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- 3.4. The list of Paid Services, which may be associated with a possible entitlement to a Reward, may be changed by the Provider from time to time, but not retroactively.
  - 3.5. The launch and duration of the Partner Reward System is the exclusive competence of the Provider.

#### **4. TERMS AND CONDITIONS OF PARTICIPATION IN THE PARTNER REWARD SYSTEM**

- 4.1. The Provider is entitled to unilaterally decide which of its Partners will be allowed to participate in the Partner Reward System. There is no legal entitlement to participate in the Partner Reward System.
- 4.2. Participation in the Partner Reward System is voluntary.
- 4.3. Participation in the Partner Reward System is established by the Partner's confirmation of the verification email message received from the Provider after the Partner's approval of these Rules in its Account after providing the Initial Information. This establishes a contractual relationship between the Parties.
- 4.4. Participation in the Partner Reward System is linked to the fact that the Partner adheres to the principles that the Provider considers important for the Partner Relationships. The Partner is obliged to adhere to the following principles:
  - 4.4.1. Compliance with Applicable Regulations;
  - 4.4.2. Not damaging the reputation of the Provider, another Partner or the JABLOTRON brand or the JABLOTRON Ecosystem;
  - 4.4.3. Proper performance of the Partner's obligations towards the End Users arising from the Special Terms and Conditions for the Use of the Module used by the Partner;
  - 4.4.4. Maintaining an honest, transparent, and responsive approach to End Users;
  - 4.4.5. Refraining from any interference with the functionality of Cloud JABLOTRON;
  - 4.4.6. Not jeopardizing the security of Data in Cloud JABLOTRON.
- 4.5. Participation in the Partner Reward System is subject to the fulfilment of the subject-matter of the affidavit contained in par. 5.2 of these Rules for the entire duration of the contractual relationship established by these Rules.
- 4.6. Participation in the Partner Reward System does not prevent the Partner from participating in similar systems of other competitors.

#### **5. JOINING THE PARTNER REWARD SYSTEM**

- 5.1. A condition for joining the Partner Reward System is **(i)** providing accurate, true, and complete Initial Information to the Provider using the appropriate form, **(ii)** fulfilling the subject-matter of the affidavit contained in paragraph 5.2 of these Rules, and **(iii)** proper approval of these Rules by the Partner.
- 5.2. By agreeing to these Rules, the Partner also solemnly declares that its registered office is not located in a country that is subject to economic or financial sanctions, or comprehensive US sanctions or other similar sanctions that the Czech Republic is obliged to comply with, and that the Partner itself is not subject to such sanctions, is not subject to any ban on business cooperation and payments, is entitled to all actions under these Rules, and is entitled to receive the Reward in accordance with these Rules under the relevant legislation.

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- 5.3. The Initial Information is provided and the Partner makes the declarations electronically by filling in the appropriate form in the Partner's Account.
  - 5.4. A condition for the duration of participation in the Partner Reward System is that **(i)** the Partner keeps the Initial Information up-to-date for the entire duration of the contractual relationship established by these Rules, and that **(ii)** the Partner fulfils the subject-matter of the affidavit contained in par. 5.2 of these Rules.
    - 5.4.1. The Partner is obliged to inform the Provider in writing sufficiently in advance of any change in the Initial Information, and in particular of any changes in the legal regulations under which invoices are issued and which affect the content, form or method of invoicing, and to submit documents for possible modifications of the invoice template to comply with the relevant legal regulations, and is also obliged to inform the Provider without delay that the Partner has ceased to fulfil the subject-matter of the affidavit referred to in par. 5.2 of these Rules.
  - 5.5. Information on the amounts resulting from the participation of individual Partners in the Partner Reward System that may establish the Partner's entitlement to the Reward is continuously updated by the Provider and made available to the Partners in the relevant section of their Accounts for the entire duration of their participation.

## **6. REWARD AND ITS CALCULATION**

- 6.1. The Reward represents a share of the Provider's revenue realized for Paid Services linked to the Decisive Control Panels subordinated to the Partner's Account at the time of the sale.
- 6.2. The mechanism for calculating the Partner's Reward is published in the Account. As an alternative, up-to-date information about it is always available by asking the Provider.
- 6.3. The Provider may change the mechanism for calculating the Reward from time to time, but not retrospectively. The Provider publishes any changes in the Account.
- 6.4. The Provider keeps continuous records of the amount of sales at the Decisive Control Panels, while displaying to the Partner in the Partner's Account the amounts from which the Partner may become entitled to a Reward at the end of the billing period. The amounts are displayed to the Partner in the Account after the relevant Paid Service has been paid, i.e., when the amount paid by the End User to the payment intermediary has been credited to the Provider's account. The Provider may, at its discretion, inform the Partner about the amounts in question in another appropriate way.
- 6.5. Before the end of the billing period, the Partner is provided with only non-binding information about the potential amount of its Refunds as the amount of the Reward is also affected by possible refunds or similar corrections.
- 6.6. The billing period for the calculation of the Reward is the calendar year, or in the case of termination of the Partner Reward System or cancellation of the Partner's participation in the Partner Reward System, the period from the end of the last billing period to the last day of the Partner's Reward System or the Partner's participation in it.
- 6.7. Amounts from which the Partner could become entitled to the Reward at the end of the billing period and which were credited to the Provider for the period when the Partner's participation was suspended or cancelled will not be taken into account in the calculation of the Reward.
- 6.8. Where the Partner's participation in the Partner Reward System is renewed based on the Provider's decision to terminate the suspension of participation, the original billing period continues. In the event of a new entry of the Partner into the Partner Reward

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System based on the decision of the Provider after the cancellation of the Partner's participation, a new billing period begins.

- 6.9. In the event of termination of the Partner's participation in the Partner Reward System, such Partner will be paid its Reward only after the end of the calendar year in which its participation in the Partner Reward System ended.
- 6.10. In the event that the list of Paid Services has been modified during the billing period, the status valid as of the date on which the End User paid for the relevant Paid Service will be decisive for the calculation of the Reward.
- 6.11. The amount of the Partner's Reward is always calculated by the Provider as of the last day of the relevant billing period.
- 6.12. The Reward is calculated in EUR.
- 6.13. The Partner's entitlement to the Reward and its payment under these Rules arises on the basis of the billing of the Reward made by the Provider as of the last day of the relevant billing period.

## **7. REWARD PAYMENT**

- 7.1. THE REWARD IS PAID ON THE BASIS OF AN INVOICE THAT WILL BE ISSUED BY THE PROVIDER ON BEHALF OF THE PARTNER (self-billing) without undue delay after the end of the relevant calendar year.
- 7.2. The Provider is not liable for erroneous issuance of invoices caused by out-of-date information received from the Partner.
- 7.3. BY ENTERING THE PARTNER REWARD SYSTEM, THE PARTNER GRANTS THE PROVIDER CONSENT TO SUCH A PROCEDURE AND AT THE SAME TIME AUTHORIZES THE PROVIDER TO ISSUE INVOICES.
- 7.4. The Partner is obliged to always duly check every invoice issued pursuant to this Art. 7 and inform the Provider of any missing particulars or other factual inaccuracies without undue delay after receipt of the form.
- 7.5. After the end of the relevant billing period, the Provider will store the issued invoices for the Partner in the relevant section of the Partner's Account, and at the same time inform the Partner about the issue of the invoice in an appropriate manner (e.g., email, push notification).
- 7.6. The Provider will transfer the Reward to the Partner's account that the Partner specified in the Initial Information, or later, where applicable, as its current bank account for the purpose of payment of the Reward. At the same time, the Provider will inform the Partner about the transfer of the Reward in an appropriate way (e.g., email, push notification).
- 7.7. The Reward is paid in EUR. Any transfer fees are borne by the Partner. In the event that the Partner's account is denominated in a currency other than EUR, the Provider will not be liable to the Partner for the exchange rate used in the conversion of the Reward into the currency of the Partner's account.
- 7.8. If the Partner is based in a Member State of the European Union, the Partner is obliged to report the amount paid as Reward in its VIES declaration.
- 7.9. In the event that the Reward is returned to the Provider's account, the Provider will contact the Partner in order to resolve this situation and pay the Reward as soon as possible. If the Partner does not provide the Provider with sufficient cooperation and the Provider fails to transfer the Reward to the Partner's account within three months, the Provider is entitled to payment of a contractual penalty by the Partner, and the

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amount of this contractual penalty corresponds to the amount of the relevant Partner's Reward that the Provider failed to transfer to the account. The Provider is entitled to unilaterally offset the receivable for the payment of this contractual penalty against the Partner's receivable for the payment of the Reward.

## **8. SUSPENSION AND CANCELLATION OF PARTICIPATION IN THE PARTNER REWARD SYSTEM**

8.1. In the event that the Partner:

8.1.1. provides inaccurate, false, or incomplete Initial Information;

8.1.2. fails to notify the Provider of any change in any of the Initial Information even within a reasonable period of time after the change has occurred;

8.1.3. fails to provide the cooperation required under Art. 7 of the Rules,

8.1.4. despite the Provider's written warning, the Partner's actions damage the Provider's good name or business interests, acts in violation of good morals of competition or otherwise violates legal regulations or these Rules, and fails to remedy the defective state of affairs even within a reasonable additional period provided by the Provider,

the Provider is entitled to suspend or cancel the Partner's participation in the Partner Reward System.

8.2. The Provider is also entitled to suspend or cancel the Partner's participation in the Partner Reward System in the event that:

8.2.1. the Partner's affidavit pursuant to par. 5.2 of the Rules turns out to be false,

8.2.2. the Partner has been placed under extraordinary administration in accordance with the Extraordinary Administration Rules.

8.3. In the event that the Partner's participation in the Partner Reward System has been suspended or cancelled, it may be resumed only by the Provider's decision at the Provider's sole discretion.

8.4. In the event that the Partner breaches any of its obligations under par. 8.1 and 8.2 of the Rules, the Partner is obliged to pay a contractual penalty to the Provider in the amount of the Reward the Partner has become entitled to in the current billing period, specifically as of the last day of the billing period. The Provider is entitled to unilaterally offset the receivable for the payment of this contractual penalty against the Partner's receivable for the payment of the Reward.

## **9. TERM OF EFFECT OF THE RULES AND AMENDMENTS THERETO**

9.1. Effect. The Rules are effective from 1 November 2023 and their effect is not limited in time.

9.2. The Provider may issue new Rules at any time during the term of effect of the Rules, which will replace the currently effective Rules. In addition to the publication of the Rules in the Partner's Account, the Partner will also be informed about the issuance of new Rules by a notification sent to the Partner's email address provided as part of the Initial Information.

9.3. If the Partner does not agree with the new Rules, it is obliged to terminate, using the procedure set out in par.10.2 of the Rules, the contractual relationship with the Provider established by the Rules without undue delay after the new Rules are published in the Partner's Account, but no later than one day before the new Rules come into effect.

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- 9.4. If the Partner fails to give notice pursuant to par. 9.3 of the Rules, the Partner is bound by the new Rules.
  - 9.5. The Provider may, at any time during the term of effect of the Rules, publish a notice in the Partner's Account stating the date on which the effect of the Rules ends.

## **10. TERM OF THE CONTRACTUAL RELATIONSHIP**

- 10.1. The contractual relationship governed by these Rules is established between the Provider and the Partner upon the approval of these Rules and confirmation of the verification email message received from the Provider by the Partner and will cease to exist no later than upon the termination of the effect of the Rules.
- 10.2. Prior to the termination of effect of the Rules, the Partner is entitled to terminate the contractual relationship established by the Rules at any time, including without cause and without notice period, by sending a notice of termination from the Partner's email address provided as part of the Initial Information to the Provider's e-mail address. The Provider is obliged to confirm, without delay, to the Partner the delivery of the termination notice by sending a notification to the Partner's email address. The contractual relationship terminates upon the effective date of the termination notice.
- 10.3. The notice takes effect upon delivery to the Party to which it is addressed.
- 10.4. The contractual relationship governed by these Rules also terminates automatically when the contractual relationship between the Parties regulated by the TCU terminates or when the Partner's access to the MyCOMPANY or JA PARTNER Module or to Cloud JABLOTRON is cancelled.

## **11. OTHER PROVISIONS**

- 11.1. In the event of a conflict between the Rules and the TCU, the Rules will prevail.
- 11.2. The rights and obligations arising from these Rules do not pass to the legal successor of the Partner and are bound exclusively to the person of the Partner. The Provider and the Partner or its legal successor may agree that the rights and obligations arising from these Rules will be transferred to the legal successor in an individual case. They are always transferred to the legal successor of the Provider.
- 11.3. Severability. Should any provision hereof become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions in these Rules; however, the Partner in such case undertakes to negotiate with the Provider without undue delay, but no later than within five (5) days of the Provider's notice, a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provisions or will at least aim to achieve the purpose that is the closest to the original provision.
- 11.4. Governing law. Given that the Provider has its registered office in the Czech Republic, these Rules will be governed by and will be interpreted in accordance with the laws of the Czech Republic. In the event of a trial with the Provider, the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office.
- 11.5. Language versions. These Rules are translated into several languages; in the case of any discrepancy between the various language versions, the English version prevails.

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11.6. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these Rules or under the Applicable Regulations, the Partner agrees that such conduct of the Provider will not be considered a waiver such a right by the Provider.

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