

## GENERAL BUSINESS TERMS AND CONDITIONS – AFFILIATE

### 1. INTRODUCTION

1. The following General Business Terms and Conditions ("**General Business Terms and Conditions**") issued by Alza.cz a.s., Co. Reg. No.: 27082440, VAT Reg. No.: CZ27082440, with its registered office at CZ-170 00 Praha 7, Jateční 33a, registered in the Commercial Register with the Municipal Court in Prague, Section B, File No. 8573 ("**Alza.cz**") apply to the Alza.cz business partners registered at the Alza.cz website in the Affiliate scheme designed to promote the purchase of Alza.cz products and services via third party's websites ("**Scheme**") and accepted by Alza.cz as the registered Scheme participants having undertaken to follow the rules of co-operation under these General Business Terms and Conditions ("**Partner**"); whereby Alza.cz has the exclusive right to decide who and if to accept as the Scheme participant.
2. If and when confirmed by Alza.cz as the registered Scheme participant, the Partner enters into a Scheme Cooperation Agreement with Alza.cz under which the Partner undertakes to put up advertising banners and links ("**Banners**") on the websites operated by the Partner ("**Website**") in order to advertise the Alza.cz eshop and Alza.cz undertakes to pay a commission to the Partner for such activities if duly performed as stipulated herein and in applicable law; whereby Alza.cz is not mandatorily obligated to confirm the registration.

### 2. REPRESENTATIONS AND WARRANTIES

1. The Partner represents, warrants and undertakes to Alza.cz that:
  - a. The representations and warranties given by the Partner to Alza.cz during the discussions over the Scheme participation and throughout the Scheme are true, correct and complete and there are no circumstances that could be in conflict with these representations and warranties.
  - b. The Partner is entitled to enter into the Agreement within the meaning hereof and perform the duties hereunder; and is simultaneously aware of the duties implied hereby.
  - c. The prerequisites for entering into the Agreement have been met, in particular but not limited to, with respect to the veracity and integrity of the representations and warranties; as well as other terms and conditions stipulated by applicable law.
  - d. Entering into the Agreement within the meaning hereof and/or taking any individual steps in relation to the Agreement does not violate any of the Partner's obligations implied by law, binding contracts, agreements, arrangements and representations and warranties, is not in conflict with any requirement, request, decision or preliminary ruling of an administrative authority and/or court and arbitration award binding on the Partner and does not violate any third-party rights.
  - e. The Partner is not bankrupt, no bankruptcy is imminent and no insolvency petition and/or enforcement action has been filed against the Partner.
  - f. The Website is not a cashback website and does not enable its users to receive back a percentage of what they spend on purchasing an Alza.cz product.
  - g. The Website is not an MFA website (i.e. is not a scraper site made for advertising).
  - h. In the course of the co-operation implied by the Agreement and these General Business Terms and Conditions, the Website contains and will contain the Scheme Banner; whereby any other use of the Website under the Scheme, i.e. with Alza.cz end users not actively clicking on the respective Banner, is not permitted and as such does not entitle the Partner to claim the commission specified below.
  - i. The Website is not used to obtain Alza.cz discounts and other benefits directly for the Partner for individual transactions of the Partner conducted in the eshop operated by Alza.cz.

- j. The Website does not contain information, links, material and web content that would amount to unfair competition in respect of third parties incl. Alza.cz and/or that would breach the applicable law and highest ethical standards; that is, the web content, whether displayed or referred to, does not and cannot abet in breaching the law and/or give the impression that the breach thereof is accepted.

### **3. MUTUAL RIGHTS AND RESPONSIBILITIES**

1. The Banner and the links displayed and put up by the Partner may be checked randomly.
2. The Partner cannot bid or otherwise advertise the terms Alza.cz, Alza and related typos (alya) in the advertising systems.
3. The Partner cannot distribute unsolicited emails (scam) or get involved in other illicit advertising violating the fair business practices and good morals.
4. The Partner cannot distribute advertising emails in the name of Alza.cz or give the impression that the Partner is the authorised advertising representative of Alza.cz.
5. The Partner cannot use backclick, clickbot and other similar tools to distort the commission system; and do so, in particular, to artificially increase the amount of the commission paid to the Partner or other party.
6. The Partner cannot hack or crack the commission system; and do so, in particular, to artificially increase the amount of the commission paid to the Partner or other party.
7. If the Partner breaches the obligations stipulated in Clause 3 hereof, Alza.cz can claim a contractual penalty of EUR 2,000 or GBP 1,500 for each such breach. The Partner must pay the contractual penalty within ten (10) days after having been so requested by Alza.cz; the right of Alza.cz to full compensation is not affected thereby.
8. If revealed as breaching the obligations implied by Clause 3 hereof, the Partner will be immediately requested by Alza.cz to remedy the situation; whereby Alza.cz may withdraw from the Agreement if the situation is not remedied within 2 (two) days thereafter.

### **4. COMMISSION AND BILLING**

1. If the Scheme terms and conditions are met, the Scheme-related representations and warranties given by the Partner are true, correct and complete and the obligations stipulated in Clause 3 hereof are observed, the Partner is entitled to a commission calculated with reference to the total turnover achieved by Alza.cz in the respective calendar month from the executed and other than cancelled transactions conducted by the Website users in the Alza.cz eshop visited by the Website users after having clicked on the link or Banner put up on the Website ("User"); the rate of commission ("**Commission**") depends on the price and type of goods purchased by the customers. The Commission rates are available at <https://affiliate.alza.co.uk/Home/Help>.
2. If the Commission exceeds EUR 20 or GBP 15, the Partner may request that the amount be remitted by bank transfer to the Partner's bank account designated by the Partner; whereby Alza.cz must remit the Commission by bank transfer to the Partner's bank account within thirty (30) calendar days after the respective Partner's invoice has been submitted and the compliance with the terms and conditions for disbursing the Commission have been verified. The invoice must meet the statutory requirements and include the Partner's name, address and date of birth or company registration number; otherwise, the invoice may be returned by Alza.cz back to the Partner and the original time of payment is discontinued and new time of payment is set commencing on the date the corrected invoice has been delivered. If the Partner is a VAT payer, VAT at the standard rate is added to the Commission.
3. Where there are reasonable grounds to suspect that the Agreement has been breached or the Commission system has otherwise been misused by the Partner, Alza.cz may suspend the disbursement and do so until the suspicion is dispelled.

4. The Commission is deemed paid when debited from the payer's bank account in favour of the beneficiary's bank account.

## **5. AGREEMENT TERMINATION**

1. The Agreement may be terminated by withdrawal, mutual agreement or notice.
2. Either party may withdraw from the Agreement only for the reasons stipulated herein.
3. Alza.cz may withdraw from the Agreement if:
  - a. The Partner materially breaches the duties and obligations imposed on the Partner by these General Business Terms and Conditions and the respective generally binding legal regulations.
  - b. Any representation and warranty given by the Partner in Clause 2 hereof becomes untrue, incomplete or incorrect.
  - c. The Partner is bankrupt or faces bankruptcy or an enforcement action has been filed against the Partner.
4. The Partner may withdraw from the Agreement if Alza.cz is in default on the financial performance to the Partner for over twenty (20) days and fails to remedy the situation within ten (10) days after having been notified by the Partner in writing as of such default.
5. The Agreement is deemed withdrawn on the day the written notice of withdrawal is delivered to the other party.
6. The Agreement may be terminated by either party even without a reason by giving a notice of two (2) months. The parties have agreed that the notice period will commence on the first day of the calendar month following the month in which the notice has been delivered to the other party.
7. The parties have agreed that the termination of the Agreement cannot and may not affect the provisions of the Agreement governing the licences, guarantees, claims resulting from liability for defects, claims resulting from liability to damages and claims resulting from contractual penalty if these have arisen prior to the termination of the Agreement; nor other provisions and claims whose nature implies that these are to continue even after the effect of the Agreement has been terminated.

## **6. CONFIDENTIALITY**

1. The parties undertake not to disclose to a third party any confidential information obtained from the other party during the performance of the Agreement; whereas the parties deem confidential any information marked confidential and having a certain value to the respective party, any information that is or can be a trade secret and/or any information that would or could jeopardise the justified interests of the respective party if published. In protecting and treating confidential such information that always remains in the exclusive possession of the disclosing party, the parties therefore undertake to take the same effort as they would have taken had it been their own confidential information and do so in compliance with the best practices and applicable law. The parties further undertake not to use the confidential information of the other party for purposes other than the performance of the Agreement.
2. Irrespective of the above, the following information is not considered confidential:
  - a. Any information that has become public knowledge without breaching the obligations of the party receiving the information or breaching the law.
  - b. Any information available to the party receiving the information prior to entering into the Agreement, provided, however, that such information has not been a subject matter of a non-disclosure agreement previously entered into by and between the parties.
  - c. Any information that the party receiving the information learns of individually and separately and this fact can be evidenced against the records of the party receiving the information or against the confidential information of a third party.

- d. Any information disclosed to the party receiving the information upon entering into the Agreement by a third party not bound to keep such information confidential.
3. The parties undertake to fully observe the obligation to maintain confidentiality and protect the confidential information implied by the Agreement and applicable law. In this respect, the parties undertake to advise any entities involved in the performance of the Agreement within the meaning of these General Business Terms and Conditions as of the aforementioned obligations to maintain confidentiality and protect the confidential information. The parties further undertake to reasonably ensure that these obligations are observed by all entities involved in the performance of the Agreement.
4. The parties have agreed that the provisions hereof will not be affected by the terminated effect of the Agreement and that these will continue even after the effect of the Agreement has been terminated.

## **7. TRADEMARKS AND REPUTATION**

1. The parties undertake to proceed so that the trademarks and reputation of the other party are not damaged.
2. The parties have agreed that the use of trademarks and reputation of the other party is subject to separate explicit previous consent of the other party. For the purposes thereof, the party requesting the use of the trademarks and reputation will submit to the entitled party a version of the advertisement, notification or subject matter of the use of the trademark and/or the reputation at least two (2) business days prior to the anticipated publication whereas these can be published by the party requesting the use thereof only after the written consent of the entitled party has been obtained.

## **8. LIABILITY FOR DAMAGE**

1. The liability for damage caused is borne by either party within the scope of applicable law in force and the Agreement. The parties undertake to take a maximum effort to prevent the damage from arising and to minimise the damage caused (if any).
2. Neither party is liable for damage or is in delay if such damage or delay results from the other party's delay in complying with its duties and obligations or as a result of good defence. Obstacles occurring after delay or implied by the economic standing of the liable party are not deemed obstacles exempting the respective liable party from liability for damage; whereas the effects of such exemption are limited only for the period for which the effect-related obstacle lasts.
3. The parties undertake to notify each other without undue delay as of the circumstances exempting the respective liable party from liability for damage and due performance of the Agreement and simultaneously to take a maximum effort to stop and overcome the same.

## **9. MUTUAL COMMUNICATION**

1. The parties undertake to mutually co-operate and provide each other with any information necessary for due performance of their obligations. In particular but not limited to, the parties must inform each other about any circumstances that are or can be of importance to the due performance of the Agreement.
2. Any Scheme-related questions and comments raised by the Partner can be directed at <https://www.alza.co.uk/Kontakt?g=6&q=105>.
3. The parties undertake to inform each other about any changes to their mailing address, fax number, email address or any other identification details and important Scheme-related facts (VAT registration, etc.) and do so at the latest within three (3) business days.
4. The Partner undertakes to inform Alza.cz about its bankruptcy, imminent bankruptcy or enforcement action filed against the Partner without undue delay, however, at the latest within three (3) business days thereafter. Partner's failure to do so will be deemed a material breach of the Agreement.

## **10. FINAL PROVISIONS**

1. The parties undertake to resolve any disputes arising from or in connection with this Agreement primarily amicably. The parties have agreed that if such disputes are not resolved within sixty (60) calendar days after the negotiations to resolve the disputes amicably have been commenced, these disputes will be finally resolved by the competent Czech court.
2. The parties have agreed that the Partner will not be entitled to assign the financial claims against Alza.cz to a third party without previous written consent of Alza.cz thereto.
3. The parties have agreed that Alza.cz will be entitled to amend the General Business Terms and Conditions and do so unilaterally. Unless the Partner notifies Alza.cz as of the Partner's disapproval of the amended wording of the General Business Terms and Conditions within ten (10) business days after having been emailed the amendments by Alza.cz and subsequently withdraws from the Agreement, the amended General Business Terms and Conditions will become effective and applicable to further transactions conducted by the parties.
4. The Partner, however, will not assign or transfer any of its obligations under the Agreement without previous written consent of Alza.cz thereto.
5. The rights and responsibilities of the parties not explicitly regulated herein as well as any disputes arising from this Agreement are governed by the respective generally binding legal regulations of the Czech Republic.