

# Terms and Conditions of cooperation

(hereinafter also referred to as „**Terms and Conditions**“)

by the following company:

**SPORT BREAK s.r.o.**

Tin: 087 98 486

Vatin: CZ08798486

Company address: Korunní 2569/108g, Vinohrady, 101 00 Prague 10, Czech Republic

registered at the Regional Court in Prague, Section C, file number 325562

Contact persons Dominik Rouš, Martin Machač

E-mail: machac@sportbreak.cz

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## Article I.

### **Sport Break's website and the activities of both parties**

1. Sport Break is a company whose business is Production, trade, and services not specified in Annexes 1 to 3 of the Trade Licensing Act.
2. Sport Break has established and operates a website available at [www.tipnito.com](http://www.tipnito.com), enabling the publication of tips on the results of sports matches and other similar events, and advisory activities related to the results of sports matches and other similar events (all of the above herein referred to as the '**Activity**'). Such tips are provided by particular individuals and companies (hereinafter also referred to as the '**Tipsters**'). Sport Break company facilitates the publication of these tips and services related to these activities (particularly the acceptance of payments settled by individual members to Sport Break's account and further disposition of such funds in accordance with these Terms and Conditions).
3. The Tipsters are entitled to a reward for this Activity under conditions defined in these Terms and Conditions (hereinafter referred to as the '**Commission**'), and Sport Break is entitled to a reward for arranging this Activity (hereinafter referred to as the '**Arrangement Fee**'). The amount of the Commission is based on the calculation set out in these Terms and Conditions. The amount of the Arrangement Fee is calculated according to the following formula:  $X = Y - Z$  where:
  - X = the amount of the Arrangement Fee for each individual Tipster (including VAT),
  - Y = Total profit of the Tipster from all their subscriptions on profiles registered via the website [www.tipnito.com](http://www.tipnito.com) where they carry out their Activity.

- Z = the amount of the Commission belonging to a particular Tipster as calculated in these Terms and Conditions.

## Article II.

### **Tipster's Activity**

1. By commencing the Activity, the Tipster declares that they are over 18 years old.
2. By commencing the Activity, the Tipster declares they are an entrepreneur within the meaning of the law, i.e., that they carry out a profitable activity on their account and at their responsibility with a trade license or in a similar manner intending to do so continuously to gain profit. Accordingly, the Tipster is obliged to comply with all legal obligations associated with their Activity as an entrepreneur.
3. As soon as the Tipster learns that they will cease their entrepreneurship, they must notify Sport Break without undue delay. If they fail to do so, they shall be liable for any damage caused to Sport Break.
4. By submitting their data to Sport Break, the Tipster declares that all personal data they have provided is complete and accurate.
5. As a natural person, the Tipster carries out the Activity personally, on their responsibility, based on their own analysis, and with professional care.
6. The Tipster carries out the Activity by entering their tips into Sport Break's system; afterward, the tips will be published on Sport Break's website.
7. The Tipster must provide at least one tip on the result of a sports match or a similar event per month. However, the Tipster is not obliged to provide at least one tip on the result of a sports match or a similar event per month during the period when matches and other similar events do not take place (i.e., breaks) if the Tipster announces this break via a special button in the system. The Tipster is not entitled to any reward or commission in the month of the break (even if the break is only partial)
8. The Tipster is only allowed to publish a tip offered by a bookmaker at the moment of being entered into the system. The Tipster shall also indicate the odds for their tip, which must correspond to the odds offered by the bookmaker at the time of posting it. In case of suspected artificial inflation of odds, the Company shall be entitled to demand proof it is possible to bet on this opportunity.
9. Each tip must be published at least 5 minutes before the start of the particular event.
10. Tipster's betting recommendation must be clear for each tip. It is desirable to specify the sport, competition, and occasion. In case of ambiguity in the published tip, it is considered a losing tip.
11. In case of publishing an incorrect tip, the Tipster has the right to correct the error immediately via notification.

12. The Tipster shall also assign their recommended stake for each tip. The stake is determined by the value of Units. The Tipster can stake a maximum of 20 Units for a single match/event opportunity. It does not apply to one-off events and races.
13. The primary purpose of notifications is to inform customers about their tips, a possible error in published tips, or the planned time of adding tips. Notifications must not be used to promote Tipsters' services on other portals or otherwise circumvent the Company.
14. If the Tipster is inactive for more than seven days, they must inform Sport Break about it.
15. The Tipster is not allowed to publish, communicate, or otherwise make available either their tips or the tips of other Tipsters posted on the Sport Break website or the unpublished tips of other Tipsters shown or made available to them mainly (but not exclusively) on other websites, via remote communication, on social networks, by telephone, in person, etc. Violation of this obligation shall be the reason for immediate termination of cooperation with Sport Break, and the Tipster shall not be entitled to any commission which has not been paid yet.
16. If Tipster drastically changes the tipping strategy without prior consultation with the company and endangers the customers, the company has the right to terminate the cooperation without giving any reason and without any claims for payment of commission from Tipster.
17. The minimum amount for commission payment is set at CZK 5,000.
18. The Company reserves the right not to pay the commission to Tipsters who have less than 250 tickets and who end the calendar month with a negative Yield.
19. In case of a gross violation of these Terms and Conditions, the Company reserves the right not to pay the commission.

### Article III.

#### **Commission**

1. Sport Break agrees to pay the Tipster a Commission for the Activity.
2. If the Tipster carries out the Activity under these Terms and Conditions, they will be entitled to a basic Commission of 60% of the total profits of each subscription on profiles registered via the [www.tipnito.com](http://www.tipnito.com) website and where they carry out the Activity. If more than one Tipster contributes to a particular profile, the basic Commission mentioned in the first sentence of this paragraph shall be divided equally between all these Tipsters.
3. For the purpose of the calculation of the Commission, the Yield of a particular Tipster is the result of the following calculation:
4. **A = (B + C) : C**  
Yield = (A x 100) – 100  
where:

- B = monthly profit or loss
  - C = total stakes on tips
  - The resulting Yield is determined as a percentage as calculated above.
5. This is an example of a plus Yield according to Article III, paragraph 3 of these Terms and Conditions:  
 $(20\,000 + 40\,000) : 40\,000 = 1,5$   
 $1,5 \times 100 = 150$   
 $150 - 100 = + 50\% \text{ yield}$
  6. This is an example of a minus Yield according to Article III, paragraph 3 of these Terms and Conditions:  
 $(-10\,000 + 40\,000) : 40\,000 = 0,75$   
 $0,75 \times 100 = 75$   
 $75 - 100 = - 25 \% \text{ yield}$
  7. If the Tipster achieves a minus -1% Yield on the last day of the month, Sport Break is allowed to reduce the Commission amount by 1% (of the total base Commission). The term yield is defined in these Terms and Conditions, including an example calculation.
  8. If the Tipster does not perform the Activity in accordance with these Terms and Conditions, the Tipster will not be entitled to any Commission for that month.
  9. In the case of a breach of obligations set by the law or these Terms and Conditions, or any other duties agreed between the parties, the Tipster isn't entitled to any Commission for each month in which they breached each individual obligation.
  10. All payments settled by users for subscriptions shall be made through Sport Break's system using Sport Break's account. Sport Break agrees to accept such payments into its account, keep them safe, and pay a part of them following the conditions stated in these Terms and Conditions. All payments sent to Sport Break's account are considered paid on the date the amount is credited to Sport Break's account.
  11. Sport Break is obliged to pay the Tipster their Commission according to these Terms and Conditions (the amount of such Commission depends on the total profit from each subscription in accordance with these Terms and Conditions, the number of Tipsters contributing to the subscription, the amount of Yield, etc. ), no later than the 15th day of the month following the month for which the Commission is to be paid, by wire transfer to the bank account stated by the Tipster. Sport Break shall also send the Tipster an invoice issued by Sport Break for an amount equal to the Arrangement fee as defined in these Terms and Conditions. Sport Break is entitled to deduct the Arrangement free from part of the profit from Tipster's subscriptions. This invoice will be sent to the email address provided by the Tipster.
  12. The date on which the Commission is debited from Sport Break's account is considered the date on which the Commission is paid to the Tipster according to these Terms and Conditions.

13. If the Tipster changes their bank account, Sport Break is allowed to delay the Commission payment for the time necessary to resolve the issue.
14. Sport Break will not be held accountable if the Commission is handled differently than agreed in these Terms and Conditions due to an enforceable decision against the Tipster.
15. According to these Terms and Conditions, the Commission does not include VAT. Therefore, if the Tipster is or becomes registered for VAT while providing the Activity, then the legal amount of VAT will be added to the Commission. The Tipster shall notify Sport Break within 3 days of becoming aware that they are registered for VAT.
16. The Tipster shall pay all costs related to the performance of their activities for Sport Break. The Tipster shall not be entitled to claim any additional costs from Sport Break beyond the Commissions defined in these Terms and Conditions.
17. If the Tipster radically changes their tipping strategy without prior consultation with the Company and thus jeopardizes the customers, the Company has the right to terminate the partnership without giving any reason and without, and the Tipster is not entitled to claim any Commission.

#### Article IV.

##### **Privacy Policy**

1. The purpose of this Privacy Policy is to inform Tipsters about what personal data will be processed by Sport Break in association with the Activity performed under these Terms and Conditions and in what way.
2. This Privacy Policy, as well as the processing of Tipsters' personal data, is governed by applicable legislation, particularly Act No. 110/2019 Coll., on personal data processing, and by regulation No. 2016/679 of the European Parliament and of the Council of the European Union 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, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
3. Sport Break processes personal data only to fulfill the purpose of processing, to the extent and for the time necessary.
4. By agreeing to these Terms and Conditions, each Tipster consents to the processing of their personal data according to this Privacy Policy before the cooperation under these Terms and Conditions begins.
5. Each Tipster has declared that they are over 18 before commencing the cooperation under these Terms and Conditions. Therefore Sport Break does not process personal data of persons under 18.
6. Sport Break processes Tipsters' personal data based on their consent to the Terms and Conditions to perform their Activities, communicate with Tipsters, and fulfill its obligations under the law.

7. To keep a record of the Activity, Sport Break processes the following Tipsters' data: first name, surname, ID number.
8. To manage Tipsters' user accounts, Sport Break processes the following Tipsters' data: first name, surname, ID number, company address, telephone number, email address.
9. Sport Break processes the following data to communicate with Tipsters and for marketing purposes: first name, surname, email address.
10. For the purpose of invoicing and keeping accounting records, Sport Break processes the following Tipsters' data: first name, surname, ID number, company address.
11. Sport Break processes the following personal data of Tipsters to the following extent:
  1. First name,
  2. surname,
  3. ID number,
  4. company address (street, street number, postal code, city, and state),
  5. email address, for the purposes specified in this Privacy Policy.
12. Sport Break processes the following indirect data of Tipsters:
  1. IP address
  2. Cookies (to offer content relevant only to Tipsters and to facilitate the browsing of the website)
  3. Information on the browser and operating system version to allow Sport Break to display the website correctly.
13. Tipsters' personal data is processed by Sport Break during the cooperation. As soon as the cooperation is over, Sport Break is obliged to delete the personal data of the Tipsters and must stop processing it, unless there is a legal obligation to retain them after the termination of the cooperation, in particular Act No. 499/2004 Coll. (Act on Archiving and Records Management), Act No. 110/2019 Coll., on personal data processing, and by regulation No. 2016/679 of the European Parliament and of the Council of the European Union 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, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).
14. Tipsters have the following rights concerning their personal data:
  1. **The right to withdraw their consent to personal data processing.**

The Tipster may withdraw their consent to personal data processing by sending an email to Sport Break's email address ([machac@sportbreak.com](mailto:machac@sportbreak.com)), sending a registered letter to Sport Break's address, or by any other similar means. The Tipster shall explicitly state they withdraw their consent to personal data processing in the consent withdrawal. In this case, Sport Break is obliged to cease processing the Tipster's personal data immediately, no later than 5 days after receiving the consent withdrawal, unless there is a legal

obligation to continue processing the Tipster's personal data after the consent withdrawal. The contractual relationship between Sport Break and the Tipster related to their cooperation will be terminated after the withdrawal of the consent to personal data processing as soon as the Tipster receives an email notification about the termination of personal data processing and the cooperation sent by Sport Break.

**2. The right to access personal data, correct or complete it.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Tipster may request Sport Break to inform them whether Sport Break processes their personal data and, if so, which data are processed and how. Sport Break is obliged to provide them with this information. By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Tipster may also request Sport Break to correct inaccurate Tipster's personal data, and Sport Break must perform the corrections. By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Tipster may also request Sport Break to complete the incomplete personal information regarding the Tipster and Sport Break must correct it.

**3. The right to request the restriction of the processing.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Tipster may request Sport Break to restrict the processing of their personal data if they meet conditions set by legal regulation. In that case, Sport Break is obliged to restrict personal data processing.

**4. The right to object to the processing.**

The Tipster has the right to object to the processing of their personal data for reasons related to their particular situation at any time.

**5. The right to lodge a complaint with a supervisory authority.**

The Tipster has the right to file a complaint with the supervisory authority. If the Tipster is not satisfied with the way Sport Break processes their personal data, they may lodge a complaint directly with Sport Break (by sending an email to Sport Break's email address machac@sportbreak.com, sending a registered letter to Sport Break's company address, or by any other similar means), or by contacting the Office for Personal Data Protection.

**6. The right to data portability.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Tipster may request Sport

Break to provide the personal data provided to Sport Break in a standard and machine-readable format, and Sport Break is obliged to provide the personal data to the Tipster in the manner specified in the request. The Tipster may subsequently transfer such data to another administrator or (if technically possible) request that the administrators transfer the data themselves.

## Article V.

### **Duty of confidentiality**

1. The Tipster undertakes to maintain strict confidentiality of all facts that they become aware of concerning their Activities related to Sport Break's confidential business policy, its business, and organizational procedures towards third parties. The Tipster is obliged to keep Sport Break's trade secrets completely confidential, which will be made available to him in connection with the Activity performed according to these Terms and Conditions. The Tipster is also obliged to ensure that such information does not reach unauthorized persons.
2. Tipster's duty of confidentiality and protection of Sport Break's confidential information and trade secrets according to the preceding paragraph shall continue for the duration of the Activity and a period of three years after that, except the case where the nature of the facts to be kept confidential or to be kept secret from third parties requires remaining secret after the expiry of that period. Obligations to protect a business secret shall continue until its facts become generally known.
3. Tipsters are not allowed to directly contact individual users and customers in any way and offer their services to them without the involvement of Sport Break. Furthermore, according to these Terms and Conditions, the Tipsters cannot publish their contact information. Violation of this obligation (or one of these obligations) is a reason for immediate termination of cooperation with Sport Break. In that case, the Tipster shall not be entitled to any Commission which has not been paid yet.

## Article VI.

### **Termination of cooperation between the Tipster and Sport Break**

1. Cooperation under these Terms and Conditions is concluded for an indefinite period.
2. The cooperation under these Terms and Conditions may be terminated either by agreement of both parties or by unilateral notice of any of the parties.
3. Either party may terminate the cooperation under these Terms and Conditions in accordance with them by written notice delivered to the address of the other party (to contact Sport Break, the other party shall use the address specified in the Commercial Register at the time. To contact the Tipster, the other party



shall use the address provided by the Tipster). The parties are not obliged to state any reason for the termination. The notice period lasts three months and starts on the first day of the month following the delivery of the notice to the other party.

4. Termination of cooperation under these Terms and Conditions shall not affect the obligation to pay any agreed contractual penalty or late payment interest, if any, or the right to compensation for damages arising from a breach of a duty under these Terms and Conditions.
5. If the Tipster stops being an entrepreneur, as stated in Article II.2 of these Terms and Conditions, Sport Break is allowed to terminate the cooperation immediately without a notice period.
6. If the Tipster contacts individual users and customers directly and offers them their services without the participation of Sport Break or if the Tipsters provide the users and customers with the Tipsters' own contact information while performing the Activity under these Terms and Conditions, Sport Break is allowed to terminate the cooperation immediately without a notice period.
7. If the Tipster further publishes, discloses, or makes available their tips posted on the Sport Break website, tips of other Tipsters posted on the Sport Break website or tips of other Tipsters which have not been published yet, but they were disclosed or made available to the Tipster, as stated in Article II, paragraph 8 of these Terms and Conditions, Sport Break is allowed to terminate the cooperation immediately without a notice period, and the Tipster shall not be entitled to a Commission.

## Article VII.

### **Final provisions**

1. If Tipster's personal data changes, the Tipster is obliged to notify Sport Break immediately in writing (by post or email, in case Sport Break confirms receipt of the email within three days). If Sport Break's data change, Sport Break is entitled to inform about this change by publication on its website or by email only.
2. If these Terms and Conditions contain legal defects, mainly if any of their provisions are contrary to applicable law, which could invalidate the Terms and Conditions, such provision shall be considered independent. The Terms and Conditions shall be treated as if they had never contained such provision. If any provision of these Terms and Conditions becomes invalid, ineffective, or unenforceable, it shall not affect the validity or effectiveness of the remaining provisions of these Terms and Conditions unless the nature of the invalid or unenforceable provision of these Terms and Conditions or its content indicates that it cannot be separated from the rest of the content of these Terms and Conditions.
3. By agreeing to these Terms and Conditions, the Tipster accepts all rights and obligations stated in these Terms and Conditions.

These Terms and Conditions shall take effect on 26.6.2024