UPSTAKES

CASH GAME FUNDING AGREEMENT

SPECIMEN — this is the standard form of agreement offered by Upstakes. The individual terms in Annex A and Annex B are completed with the Player after the Player has successfully completed the Challenge.

This Cash Game Funding Agreement (the "Agreement") is entered into on [DD/MM/YYYY] by and between:

Upstakes s.r.o.
registered office at Klimentská 2066/19, Nové Město, Praha 1, 110 00 Praha, Czech Republic
ID No.: 23365480
registered in the Commercial Register maintained by the Municipal Court in Prague, Section C 425958
(hereinafter referred to as "Upstakes")

and

Player:

Full Name: ____

Screen Name(s): ____

Country of Residence: _____________________________________

Legal Address: ____

E-mail: ____

(hereinafter referred to as the "Player")

Upstakes and the Player are each a "Party" and together the "Parties".

Recitals

(A) WHEREAS, Upstakes operates a skill-based poker analytics and funding platform and provides a qualification assessment known as the Challenge, designed to evaluate a player's decision-making skill against Game Theory Optimal principles;

(B) WHEREAS, the Player has voluntarily participated in the Cash Game Challenge, has achieved the accuracy score required for the Tier recorded in Annex A, and has thereby demonstrated the level of skill and performance required by Upstakes;

(C) WHEREAS, this Agreement establishes a matched-capital arrangement under which the Player contributes capital of their own and Upstakes contributes an equal amount, the combined sum forming the bankroll with which the Player will play online cash games;

(D) WHEREAS, the Player acknowledges that the Player Capital is the Player's own money, is placed at risk in cash game play, and may be lost in whole or in part;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the Parties agree as follows:

1. Definitions

1.1 In this Agreement, the following definitions apply:

(a) **"Annex A"** means the Funding Schedule appended to this Agreement.

(b) **"Annex B"** means the Playing Parameters appended to this Agreement.

(c) **"Challenge"** means the Upstakes Cash Game qualification assessment successfully completed by the Player.

(d) **"Clearance Confirmation"** has the meaning given in Clause 10.5.

(e) **"Commencement Date"** means the date on which this Agreement is signed by both Parties.

(f) **"Contributed Capital"** means, at any time, the aggregate of the Upstakes Capital actually disbursed and the Player Capital actually verified under Clause 3, and constitutes the reference level above which Net Profit arises and below which Make-Up accrues.

(g) **"Funded Account"** means the poker platform account or accounts, and the associated payment account or wallet, recorded in Annex B, through which all Funded Play is conducted.

(h) **"Funded Bankroll"** means, at any time, the aggregate balance of the Funded Account, comprising the Upstakes Capital, the Player Capital, and any profit or loss arising from Funded Play.

(i) **"Funded Play"** means online cash game play conducted using the Funded Bankroll in accordance with Clause 4.

(j) **"Gross Return"** means the aggregate of all amounts won and lost at the tables in Funded Play in a Settlement Period.

(k) **"Make-Up"** means the Upstakes share of any cumulative shortfall of the Funded Bankroll below the Contributed Capital, calculated in accordance with Clause 6.2, carried forward and offset against future Net Profit prior to any distribution. Make-Up constitutes a debt owed by the Player to Upstakes only in the circumstances set out in Clause 6.

(l) **"Net Profit"** means the amount by which the Funded Bankroll exceeds the Contributed Capital at the end of a Settlement Period, after deduction of any Make-Up brought forward, calculated in accordance with Clause 5.2.

(m) **"Player Capital"** means the capital contributed by the Player and recorded in Annex A, being the Player's own funds placed at risk in Funded Play.

(n) **"Settlement Period"** means each period of two (2) calendar weeks ending on the Settlement Date, or such other period as recorded in Annex B.

(o) **"Settlement Date"** means the second Friday of each successive two-week period, at 23:59 UTC.

(p) **"Staking Manager"** means the individual designated by Upstakes from time to time as the Player's principal point of contact, identified in Annex B.

(q) **"Stake Limit"** means the maximum cash game stake level at which the Player may engage in Funded Play, recorded in Annex A.

(r) **"Term"** means the period from the Commencement Date until termination takes effect in accordance with Clause 10.

(s) **"Tier"** means the funding tier selected by the Player and recorded in Annex A.

(t) **"Tranche"** means each instalment of the Upstakes Capital disbursed in accordance with Clause 3.3.

(u) **"Upstakes Capital"** means the capital contributed by Upstakes and recorded in Annex A, which remains the property of Upstakes until distributed as Net Profit or returned on termination.

1.2 References to a Clause or Annex are to a clause of, or annex to, this Agreement. The Annexes form an integral part of this Agreement. Headings are for convenience only and do not affect interpretation.

2. Purpose and Legal Nature

2.1 Purpose. The purpose of this Agreement is to formalise a matched-capital funding relationship under which the Player and Upstakes each contribute capital in equal amounts, and the Player plays online cash games with the combined bankroll, following the Player's successful completion of the Challenge.

2.2 Not gambling. The Parties expressly acknowledge that the provision of the Upstakes Capital does not constitute gambling, prize winnings, or any form of consumer lottery within the meaning of Czech Act No. 186/2016 Coll., on Gambling, nor within the meaning of any comparable legislation.

2.3 Nature of the contract. The Parties agree that this Agreement constitutes a sui generis commercial cooperation contract. It is not, and shall not be construed as, an employment contract, a partnership, an agency agreement, a loan, a deposit, or a collective investment scheme. Nothing in this Clause 2.3 operates to exclude, limit or vary any mandatory right which the Player may have under applicable consumer protection legislation, where the Player enters into this Agreement otherwise than in the course of their trade, business or profession.

2.4 No custody of Player funds. The Player Capital at all times remains in an account held in the Player's own name. Upstakes does not receive, hold, control or administer the Player Capital, and no part of this Agreement obliges the Player to transfer the Player Capital to Upstakes or to any account controlled by Upstakes.

2.5 Risk acknowledgement. The Player expressly acknowledges and accepts that the Player Capital is placed at risk, that cash game results are variable, and that the Player may lose the whole of the Player Capital. Upstakes gives no assurance, representation or guarantee as to results, income, or the preservation of the Player Capital.

2.6 Independent status. The Player plays as an independent party, bearing all legal and tax responsibilities in connection with their activities. Nothing in this Agreement creates any fiduciary duty owed by Upstakes to the Player, save for the obligations expressly provided for herein.

2.7 Currency. All amounts under this Agreement are denominated in United States Dollars (USD). Where a transaction is effected in another currency, it shall be converted into USD at the rate applied by the relevant poker platform or payment provider at the time of the transaction, and the Player bears any conversion cost.

3. Capital Contributions

3.1 Matched contributions. The Player shall contribute the Player Capital and Upstakes shall contribute the Upstakes Capital, each in the amount stated in Annex A for the Tier selected. The Player Capital and the Upstakes Capital are equal in amount. Together they form the Contributed Capital and, on disbursement, the Funded Bankroll.

3.2 Proof of funds. Prior to the release of each Tranche, the Player shall demonstrate to the reasonable satisfaction of Upstakes that cleared funds equal to at least the corresponding proportion of the Player Capital are held in the Funded Account and are available for Funded Play. Acceptable evidence includes cashier screenshots, payment account statements, and platform balance confirmations. Upstakes is under no obligation to release any Tranche until such evidence has been provided.

3.3 Tranches. The Upstakes Capital shall be disbursed in four (4) equal Tranches. Upstakes may, at its sole discretion, subdivide any Tranche into a greater number of smaller instalments, in which case references to a Tranche apply to each such instalment. The first Tranche shall be released on or promptly following the Commencement Date and satisfaction of Clause 3.2. Each subsequent Tranche shall be released once:

(a) the Player has satisfied the proof of funds requirement in Clause 3.2 in respect of that Tranche;

(b) the Player has fulfilled the reporting obligations under Clause 7 in respect of all Funded Play to date; and

(c) no performance or compliance concern notified to the Player in writing by Upstakes remains unresolved.

Upstakes shall, within five (5) business days of those conditions being satisfied, either release the Tranche or notify the Player in writing of the grounds on which it is withheld and the steps required to resolve them.

3.4 Maintenance of Player Capital. Throughout the Term the Player shall not withdraw, transfer, encumber or otherwise dispose of any part of the Funded Bankroll except (a) a distribution properly made under Clause 5, or (b) with the prior written consent of the Staking Manager. The Player shall not permit the Funded Bankroll to fall below the Contributed Capital other than as a result of losses arising from Funded Play conducted in accordance with this Agreement.

3.5 Monthly balance confirmation. On or before the fifth (5th) day of each calendar month the Player shall provide Upstakes with a confirmation of the balance of the Funded Account as at the last day of the preceding month, supported by a cashier screenshot or platform statement. Failure to provide that confirmation is a material breach of this Agreement.

3.6 Ownership. The Upstakes Capital, and the Upstakes share of any Net Profit, remain the exclusive property of Upstakes. The Player holds the Upstakes Capital in a trust-like capacity within the Funded Account and may apply it only to Funded Play.

3.7 Funded Account. All Funded Play shall be conducted through the Funded Account. The Player shall not use the Funded Account for any purpose other than Funded Play, and shall not conduct Funded Play through any other account. Where the Player holds any other poker account, the Player shall keep it entirely separate and shall not transfer funds between it and the Funded Account without the prior written consent of the Staking Manager.

4. Conduct of Funded Play

4.1 Online only. Funded Play is limited to online cash games. Live cash game play using the Funded Bankroll is not permitted. Multi-table tournaments are not permitted under this Agreement; where the Player also holds an MTT funding arrangement with Upstakes, that arrangement is governed by a separate agreement and the two bankrolls shall be kept entirely separate.

4.2 Stake Limit. The Player shall not engage in Funded Play above the Stake Limit recorded in Annex A without the prior written consent of the Staking Manager. Any request to move above the Stake Limit shall be dealt with under Clause 4.5.

4.3 Platforms, formats and table parameters. The Player shall play only on the platforms and in the game types, formats and table configurations recorded in Annex B, and shall observe any limit recorded there on the number of simultaneous tables, the maximum buy-in per table, and the use of automatic re-buy functionality.

4.4 Risk controls. The Player shall observe any stop-loss, session length or daily loss limit recorded in Annex B. Where the Funded Bankroll falls below the floor recorded in Annex B, the Player shall suspend Funded Play and notify the Staking Manager, and shall not resume until authorised in writing.

4.5 Shot-taking. The Player may apply to the Staking Manager for permission to take shots above the Stake Limit. Permission may be granted or refused at the discretion of the Staking Manager, and where granted shall specify the stake, the duration or number of hands, and any additional stop-loss. Play above the Stake Limit without written permission is a material breach of this Agreement.

4.6 Table selection. The Player shall observe any restriction recorded in Annex B concerning table selection, seating scripts, waiting-list tools, or the use of third-party software. The Player shall in all cases comply with the rules and terms of each poker platform.

4.7 Audit Rights. Upstakes may, at any time upon twenty-four (24) hours' written notice, require the Player to provide full and accurate records of all Funded Play, including hand histories, session data, cashier balances, payment account statements and screenshots. Failure to provide such information constitutes a material breach of this Agreement.

5. Profit Allocation and Distribution

5.1 Profit Split. Net Profit shall be divided seventy-five percent (75%) to the Player and twenty-five percent (25%) to Upstakes. The split applies to the whole of the Net Profit generated by the Funded Bankroll, and not merely to that part attributable to the Upstakes Capital.

5.2 Order of calculation. Net Profit for a Settlement Period shall be calculated in the following order:

(a) the balance of the Funded Bankroll as at the Settlement Date;

(b) less the Contributed Capital;

(c) less any Make-Up balance brought forward; and

(d) the resulting positive amount, if any, is the Net Profit, which is then divided in accordance with Clause 5.1. Where the result is negative, Clause 6 applies and no distribution arises.

5.3 Distribution. Distributions shall be made:

(a) automatically within seven (7) business days following each Settlement Date, where Net Profit exists on that date; and

(b) in addition, on the written request of the Player at any time at which the Net Profit then standing to the account exceeds one thousand US Dollars (USD 1,000), within seven (7) business days of that request.

In either case, distribution is conditional on any Make-Up balance having first been fully cleared.

5.4 Settlement cut-off. For the purpose of determining the balance of the Funded Bankroll on a Settlement Date, all funds must be off the tables and standing to the credit of the Funded Account cashier at the time of the cut-off. Funds committed to a table at the cut-off are valued at the amount of the Player's stack as then recorded by the platform, and the Player shall provide evidence of that amount on request.

5.5 Revolving arrangement. Upon distribution of Net Profit, the arrangement automatically resets and continues on the same terms, with the Contributed Capital as the reference level and all obligations under this Agreement remaining in full force. This mechanism continues indefinitely until this Agreement is terminated in accordance with Clause 10.

5.6 Upgrade. The Player may apply to move to a higher Tier. Any such change takes effect only upon execution of a replacement Annex A signed by both Parties, upon the Player contributing the increased Player Capital and satisfying Clause 3.2 in respect of it, and may require completion of a further Challenge at the level applicable to the higher Tier.

5.7 Tax Obligations. The Player is solely responsible for complying with all tax reporting and payment obligations arising from their share of Net Profit in their country of residence. Upstakes bears no responsibility for the Player's tax obligations, and the Player agrees to indemnify and hold harmless Upstakes from any claim or liability arising from the Player's failure to comply with applicable tax laws.

6. Losses and Make-Up

6.1 Pro-rata allocation. Losses arising from Funded Play are borne by the Parties pro rata to their respective contributions to the Contributed Capital, that is, fifty percent (50%) by Upstakes and fifty percent (50%) by the Player. The Player's share of any loss is a loss of the Player's own capital and gives rise to no claim against Upstakes.

6.2 Make-Up. Where the Funded Bankroll stands below the Contributed Capital, the shortfall is allocated in accordance with Clause 6.1 and the Upstakes share of that shortfall is recorded as Make-Up. Make-Up is carried forward and offset against future Net Profit prior to any distribution. No repayment obligation arises from the existence of a Make-Up balance alone.

6.3 Legal nature. The Parties expressly agree that Make-Up does not, in and of itself, constitute a debt owed by the Player to Upstakes. An outstanding Make-Up balance becomes a recoverable debt only where the Player has breached an obligation under this Agreement. Where the Player fulfils their obligations under this Agreement and the Funded Bankroll is depleted through ordinary cash game play, no debt or repayment obligation arises in respect of the Make-Up balance.

6.4 Make-Up on termination. If this Agreement terminates while a Make-Up balance is outstanding, the following applies:

(a) Termination for the Player's breach. Where the Agreement is terminated as a result of the Player's breach of any obligation under this Agreement, or where a Clearance Confirmation is declined under Clause 10.5, the outstanding Make-Up balance constitutes a debt immediately due and payable. The Player must resolve that balance without delay by one of the following methods:

(i) Option 1 – Full Repayment. The Player repays the full outstanding Make-Up balance to Upstakes in USD, EUR or CZK within five (5) calendar days of the date on which the debt falls due.

(ii) Option 2 – Settlement Proposal. The Player may submit a written request for a settlement proposal. Upstakes may, at its sole and absolute discretion, decide whether to grant any form of settlement, including a discounted buyout, deferred repayment plan or alternative resolution. Upstakes is under no obligation to accept the request, to negotiate, or to provide any discount. Unless and until a written settlement agreement is signed by both Parties, the Player remains fully liable for the entire Make-Up balance.

(b) All other terminations. In every other case — including termination by Upstakes other than for the Player's breach, depletion of the Funded Bankroll through ordinary cash game play, and termination by the Player under Clause 10.4 where a Clearance Confirmation is issued or deemed issued — the outstanding Make-Up balance shall be extinguished in full and the Player shall have no repayment obligation to Upstakes in respect of it.

6.5 Unwinding on termination. On termination, and following any deduction required under Clause 6.4(a), the Funded Bankroll shall be reconciled and divided between the Parties pro rata to their respective contributions to the Contributed Capital, subject to the prior distribution of any Net Profit in accordance with Clause 5. The Player shall remit the Upstakes share within five (5) business days of the effective date of termination.

6.6 Default and Interest. If the Player fails to satisfy any amount which has become due under Clause 6.4(a) or Clause 6.5, the outstanding balance shall accrue interest at the statutory default rate under Czech law until paid in full, and Upstakes may pursue recovery through legal proceedings.

Worked Example (illustrative only)

The Player selects the USD 10,000 Tier. The Player contributes USD 10,000 of Player Capital and Upstakes contributes USD 10,000 of Upstakes Capital, giving Contributed Capital and an opening Funded Bankroll of USD 20,000.

Loss period. The Player loses USD 6,000 in Funded Play. The Funded Bankroll stands at USD 14,000, a shortfall of USD 6,000 against the Contributed Capital. That shortfall is borne equally: USD 3,000 by Upstakes, recorded as Make-Up, and USD 3,000 by the Player as a loss of their own capital. No distribution may occur while the Make-Up balance stands.

Recovery and profit period. The Player subsequently wins USD 10,000. The Funded Bankroll stands at USD 24,000. The first USD 6,000 restores the Contributed Capital, clearing the USD 3,000 Make-Up balance and restoring the Player's USD 3,000. The remaining USD 4,000 is Net Profit, divided 75/25: USD 3,000 to the Player and USD 1,000 to Upstakes.

This example is provided for illustration only and does not modify or limit the binding provisions of Clauses 5 and 6.

7. Reporting Obligations

7.1 Reporting Requirements. The Player shall maintain an accurate and up-to-date real-time tracking sheet (Google Sheet or equivalent, as approved by Upstakes) recording, for each session:

(a) date and duration of the session;

(b) poker platform, game type and stake level;

(c) number of tables played and number of hands played;

(d) opening and closing balance of the Funded Account;

(e) net result of the session.

The tracking sheet must be updated within twenty-four (24) hours after the end of each session.

7.2 Volume. Unless otherwise agreed in writing, the Player shall play not fewer than the minimum number of hands per calendar month recorded in Annex B.

7.3 Supporting records. Upstakes may at any time request, and the Player shall promptly provide, screenshots of cashier balances or payment accounts, complete hand histories, tracking software database exports, and any other data reasonably required to verify compliance.

7.4 Failure to Report. If the Player fails to provide the required reporting for a period exceeding three (3) consecutive days, Upstakes may, at its sole discretion, suspend Funded Play, withhold any distribution, or terminate this Agreement with immediate effect.

8. Coaching and Support

8.1 Entitlement. The Player is entitled, during the Term, to submit for review the number of hands per week recorded in Annex A for their Tier. The entitlement is a benefit conferred on the Player and not an obligation; a failure by the Player to submit hands in any week is not a breach of this Agreement, and unused entitlement does not accumulate.

8.2 Delivery. Review may be delivered through the Upstakes AI coaching tools, by a coach designated by Upstakes, or by a combination of both, at the discretion of Upstakes. Upstakes shall use reasonable endeavours to provide feedback within five (5) business days of submission.

8.3 No set-off. The obligations of Upstakes under this Clause 8 are ancillary to the funding arrangement. Any failure or delay by Upstakes in providing coaching or feedback does not entitle the Player to withhold reporting, to retain any part of the Upstakes Capital or the Upstakes share of Net Profit, to set off any amount against a Make-Up balance, or to treat this Agreement as repudiated. The Player's remedy for any such failure is limited to termination under Clause 10.4.

9. Conduct, Integrity and Exclusivity

9.1 The Player shall:

(a) use the Funded Bankroll exclusively for Funded Play;

(b) refrain from ghosting, collusion, chip dumping, seat selling, multi-accounting, the use of real-time assistance or solvers during play, and any other form of cheating or dishonest practice;

(c) comply with the rules and terms of each poker platform on which they play;

(d) play personally, and not permit any third party to play on the Funded Account or with the Funded Bankroll; and

(e) devote reasonable time and effort to fulfilling their obligations under this Agreement.

9.2 Exclusivity. During the Term the Player shall not, without the prior written consent of Upstakes:

(a) enter into any staking, backing or funding arrangement in respect of poker with any third party; or

(b) play any online cash game for their own account or on behalf of any third party otherwise than as Funded Play, other than at stake levels at or below the de minimis threshold recorded in Annex B.

The restrictions in this Clause 9.2 apply only during the Term and cease to apply on the date termination takes effect under Clause 10, irrespective of whether a Clearance Confirmation has by then been issued or any Make-Up balance remains outstanding.

9.3 Consequences of breach. A breach of this Clause 9 may result in:

(a) immediate termination of this Agreement;

(b) forfeiture of the Player's entitlement to any undistributed Net Profit, with the Player obliged to remit one hundred percent (100%) of such Net Profit, including amounts already credited to the Player's poker accounts or e-wallets, to Upstakes within five (5) business days of notice; and

(c) listing in accordance with Clause 11.2.

The consequences in this Clause 9.3 apply only in respect of a breach which is established on the basis of evidence and notified to the Player in writing with reasons, and do not affect the Player's entitlement to the return of the Player Capital remaining in the Funded Bankroll under Clause 6.5.

10. Term and Termination

10.1 Term. This Agreement commences on the Commencement Date and continues indefinitely, subject to the revolving mechanism in Clause 5.5, until terminated in accordance with this Clause 10.

10.2 Termination by Upstakes for cause. Upstakes may terminate this Agreement with immediate effect upon:

(a) breach of the volume, Stake Limit, table parameter or risk control requirements;

(b) failure to comply with the capital maintenance, proof of funds or balance confirmation obligations under Clause 3;

(c) failure to comply with the reporting obligations under Clause 7;

(d) breach of the conduct or exclusivity obligations under Clause 9;

(e) fraud, dishonesty, or misappropriation of funds; or

(f) any other material breach of this Agreement.

10.3 Termination by Upstakes without cause. Upstakes may terminate this Agreement for any other reason on ten (10) business days' written notice. In that case Clause 6.4(b) applies and any Make-Up balance is extinguished.

10.4 Termination by the Player. The Player may terminate this Agreement by giving not less than five (5) business days' written notice to Upstakes. Termination takes effect on expiry of that notice period, whether or not any Make-Up balance is then outstanding and whether or not a Clearance Confirmation has been issued.

10.5 Clearance Confirmation. Where this Agreement terminates under Clause 10.4, any outstanding Make-Up balance shall be extinguished only upon Upstakes issuing a written confirmation to that effect (a "Clearance Confirmation"). Upstakes shall issue a Clearance Confirmation within ten (10) business days of the effective date of termination, provided that the Player has:

(a) delivered the final reporting required under Clause 10.6(c);

(b) remitted the Upstakes share of the Funded Bankroll under Clause 6.5; and

(c) no unresolved breach of this Agreement.

If Upstakes declines to issue a Clearance Confirmation it shall notify the Player in writing, stating the grounds, within the same ten (10) business day period, in which case the Make-Up balance crystallises as a debt under Clause 6.4(a). If Upstakes neither issues a Clearance Confirmation nor notifies the Player of its refusal within that period, the Clearance Confirmation shall be deemed to have been issued.

10.6 Effect of Termination. Upon termination for any reason:

(a) the Player shall immediately cease Funded Play;

(b) the Funded Bankroll shall be reconciled and divided in accordance with Clause 6.5;

(c) the Player shall, within five (5) business days, provide final reporting of all Funded Play up to the termination date, including supporting records and cashier balances; and

(d) the confidentiality, data protection, and liability provisions of this Agreement survive termination.

10.7 Re-entry. Where this Agreement terminates while an unrecovered Make-Up balance exists, the Player shall not be eligible to enter into a new funding arrangement with Upstakes for a period of six (6) months from the effective date of termination. Any subsequent funding arrangement is offered at the sole discretion of Upstakes, and the prior Make-Up balance may be taken into account and disclosed to the Staking Manager in assessing that application.

11. Confidentiality and Listing

11.1 Confidentiality. The Player shall keep strictly confidential the individual terms recorded in Annex A and Annex B, and all information regarding Challenge design and scoring, Upstakes' internal strategies, any proprietary data provided, and internal communications and strategy materials. This obligation does not extend to the standard form of this Agreement to the extent published by Upstakes. This obligation survives for five (5) years following termination of this Agreement.

11.2 Listing. In cases of verified misconduct, fraud, or material breach of this Agreement, Upstakes may add the Player to the Upstakes internal list of players with whom it will not contract, and share that listing with partners and trusted third parties in the poker funding ecosystem. Public listing of personal data will occur only where permitted by law and justified by a legitimate interest or legal obligation.

11.3 Right to contest. The Player has the unqualified right to contest such inclusion by written notice setting out the specific reasons relating to their particular situation. Upstakes shall then assess whether its compelling legitimate interests override the rights and freedoms of the Player, and shall communicate a reasoned decision to the Player.

12. Legal Terms

12.1 This Agreement is governed by the laws of the Czech Republic, without regard to conflict of laws principles.

12.2 Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration conducted in the Czech or English language under the rules of the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic. The decision of the arbitrator shall be final and binding.

12.3 Clause 12.2 does not apply where the Player has entered into this Agreement otherwise than in the course of their trade, business or profession. In that case, any dispute shall be determined by the competent courts of the Czech Republic, without prejudice to any right the Player may have under mandatory law to bring or defend proceedings in the courts of their country of residence. The Czech Trade Inspection Authority (Česká obchodní inspekce), Štěpánská 567/15, 120 00 Prague 2, is competent for the out-of-court settlement of consumer disputes, and the European online dispute resolution platform is available at ec.europa.eu/consumers/odr.

13. Data Protection

13.1 Upstakes processes the Player’s personal data (including name, alias, platform identifiers, results, account balances and communications) for the purposes of administering this Agreement, performance tracking, and fraud prevention. Processing is based on contractual necessity (Article 6(1)(b) GDPR) and legitimate interest (Article 6(1)(f) GDPR).

13.2 The Player acknowledges that their data may be stored for up to three (3) years following termination. The Player has the right to access, rectify or erase their data, to restrict or object to its processing, and to data portability. Requests may be sent to support@upstakes.io. The Player also has the right to lodge a complaint with the Office for Personal Data Protection (Úřad pro ochranu osobních údajů).

14. Final Provisions

14.1 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder continues in full force and effect, and the invalid provision shall be replaced by a valid provision whose meaning is as close as possible to it.

14.2 Force Majeure. Neither Party is liable for failure to perform where such failure is due to causes beyond reasonable control, including legal bans, war, natural disasters, or systemic platform outages.

14.3 Entire Agreement. This Agreement, together with its Annexes, constitutes the entire understanding between the Parties and supersedes any prior agreement, oral or written, regarding its subject matter. Where the Player also holds an MTT funding arrangement with Upstakes, this Agreement does not supersede that arrangement.

14.4 Amendments. This Agreement may be amended only in writing signed by both Parties. Annex B may be varied by Upstakes on not less than ten (10) business days’ written notice to the Player; if the Player does not accept the variation, the Player may terminate under Clause 10.4 and Clause 6.4(b) shall apply.

14.5 Assignment. Upstakes may assign or transfer its rights and obligations under this Agreement to any third party without the Player’s consent. The Player may not assign this Agreement without the prior written approval of Upstakes.

14.6 Notices. Notices under this Agreement shall be given in writing to the e-mail addresses recorded in this Agreement or in Annex B. Communication by e-mail or through the Upstakes platform constitutes written communication.

14.7 Language. The language of this Agreement is English. In case of discrepancy between language versions, the English version prevails.

15. Signatures

By signing below, both Parties agree to the terms and conditions of this Cash Game Funding Agreement, including Annex A and Annex B. The Player confirms in particular that they have read and understood Clause 2.5 (Risk acknowledgement) and that the Player Capital is their own money placed at risk.

Upstakes s.r.o.	Player
Name:	Full Legal Name:
Position:	Poker Alias:
Signature:	Signature:
Date:	Date:

Annex A

Funding Schedule — Cash Game

The Tier applicable to this Agreement is the Tier marked below. All amounts are in USD.

Tier	Upstakes Capital	Player Capital	Funded Bankroll	Stake Limit	Coaching / week
$2,000	$2,000	$2,000	$4,000	NL40	5 hands
$5,000	$5,000	$5,000	$10,000	NL100	5 hands
$10,000	$10,000	$10,000	$20,000	NL200	10 hands
$20,000	$20,000	$20,000	$40,000	NL400	10 hands
$50,000	$50,000	$50,000	$100,000	NL1000	10 hands

Profit split for all Cash Game Tiers is 75% to the Player and 25% to Upstakes. Each Tier provides a Funded Bankroll equal to one hundred (100) buy-ins at the Stake Limit, of which fifty (50) buy-ins are contributed by each Party.

Tier selected for this Player

Tier: ____

Upstakes Capital: ____

Player Capital: ____

Funded Bankroll (Contributed Capital): ______________________________

Stake Limit: ____

Coaching entitlement (hands / week): ______________________________

Tranche 1 amount and release date: ______________________________

Commencement Date: ____

Annex B

Playing Parameters — Cash Game

This Annex is completed and signed by the Staking Manager at onboarding and forms an integral part of the Agreement. It may be varied in accordance with Clause 14.4.

1. Volume

Minimum hands per calendar month: ______________________________

2. Funded Account

Approved poker platform(s): ______________________________

Screen name(s) on each platform: ______________________________

Payment account / wallet (e.g. Luxon Pay): ______________________________

3. Game and table parameters

Approved game types (e.g. NLHE 6-max): ______________________________

Fast-fold formats permitted (Yes / No): ______________________________

Heads-up play permitted (Yes / No): ______________________________

Maximum simultaneous tables: ______________________________

Maximum buy-in per table (in big blinds): ______________________________

Automatic re-buy setting: ______________________________

4. Risk controls

Session stop-loss (in buy-ins): ______________________________

Daily stop-loss (in buy-ins): ______________________________

Funded Bankroll floor triggering suspension under Clause 4.4: ________________

5. Table selection and software

Seating scripts / waiting-list tools permitted (Yes / No): ________________

Permitted third-party software: ______________________________

Table selection restrictions: ______________________________

6. Exclusivity de minimis threshold (Clause 9.2(b))

The Player may play unfunded online cash games for their own account at stake levels at or below:

Stake level: ______________________________

7. Settlement

Settlement Period (if other than two weeks): ______________________________

Settlement Date: ______________________________

8. Staking Manager

Name: ______________________________

E-mail: ____

9. Reporting

Tracking sheet location / link: __________________________________

Staking Manager	Player
Signature:	Signature:
Date:	Date: