

Sponsored Merchant Services Agreement

This Sponsored Merchant Services Agreement made as of [Signature date here] is a binding legal agreement between UNIPaaS Financial Services Limited, a company incorporated under the laws of England (“UNIPaaS”, “us”, or “we”) and the entity or person (“you” or “your” or “SPONSORED MERCHANT”) having its registered address at [Business address here] who registered on WE DELIVER LOCAL LTD page to open a UNIPaaS account (“UNIPaaS Account”) and receive certain payment processing, data, technology and related services (each, a “Service”).

This Agreement describes the terms and conditions that apply to your use of the Services.

You have been referred to this Agreement by the Platform through which you offer your goods or services and which uses the UNIPaaS services to allow Platform Vendors to make and receive payments using UNIPaaS. If you do not wish to make or receive payments using UNIPaaS payment processing services on the Platform please do not continue the registration process.

If you do not understand any of the terms of this Agreement, please contact us through the following address: legal@unipaas.com before using the Services.

You may not access or use any Services unless you expressly agree to be bound by and abide by all of the terms and conditions in this Agreement.

By Clicking “I Agree”, affixing your digital signature or otherwise affirmatively expressing your consent in the manners which are made available as part of UNIPaaS Services, you hereby consent to all of the terms of this Agreement along with all terms in each Schedule which applies to You.

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You hereby undertake that the Agreement is a binding legal contract between you and us. This Agreement is in addition to, and does not affect, amend or change the Platform EULA you have signed with the Platform.

Please be aware that for the abundance of caution we may require you to affect and sign certain documents in electronic form.

1. DEFINITIONS

In this Agreement and in each of the Schedules, the following definitions shall apply:

- 1.1. “3D Secure” means a special security process consisting of “MasterCard SecureCode” for MasterCard and Maestro, “Verified by Visa” for Visa, J/Secure for JCB and other similar guidelines and processes, as these may change from time to time.
- 1.2. “Acquirer” means a Person who supplies Acquiring Services;
- 1.3. “Acquiring Services” means both Card Acquiring Services and Alternative Acquiring Services;

- 1.4. "Alternative Acquiring Services" mean, for each APM, both: (b) the processing of Transactions, Chargebacks and Refunds; and (b) the receipt and disbursement of related funds in each case arising from the use of an APM;
- 1.5. "Anticipated Liabilities" means amounts required to cover any sum due under: (a) potential or expected indemnity due by SPONSORED MERCHANT pursuant to the terms hereof; (b) in respect of potential or expected Refunds, Chargebacks, Chargeback Costs, Losses or any liability or expected liability relating to a Transaction or Assessments; or (c) any liability or potential liability of SPONSORED MERCHANT under this Agreement;
- 1.6. "APM" means an Alternative Payment Method (other than Cards), as may be updated by UNIPaaS in writing from time to time;
- 1.7. "APMP" means, for each APM, the provider of such payment method ("Alternative Payment Method Provider");
- 1.8. "Applicable Law" means all laws; statutes; regulations; rules; codes; directives and ordinances of regulators, authorities, courts and government bodies having jurisdiction over a Party or the subject matter hereof, including but not limited to anti-money laundering and terrorist financing regulations, anti-bribery laws, consumer protection laws, in particular but without limitation the provisions governing distance selling and electronic business, consumer credit laws and data protection laws, all of the above to the extent applicable to a Party, to the performance or business of such Party or to the Services.
- 1.9. "Application Form" means each application form required to be submitted when applying for the provision of Services, and any attached addendum or addendum subsequently accepted by SPONSORED MERCHANT;
- 1.10. "Assessment" means any assessment, fine, liquidated damages, fee, cost, expense or charge of any nature which a Card Scheme, Other Financial Institution, APMP, Regulatory Authority or any other third party levies on SPONSORED MERCHANT, UNIPaaS or Designated Acquirer at any time, directly or indirectly, in relation to a Service, Transaction or any other aspect of UNIPaaS or such third party's relationship with SPONSORED MERCHANT;
- 1.11. "Authorization" means: (a) in the case of the Acquiring Services related to Cards: the confirmation at the time of a Transaction from the relevant Card Issuer that the Card used to pay for the Transaction has not been blocked for any reason or listed as lost or stolen or as having had its security compromised and that there are sufficient funds available for the relevant Transaction; and (b) in the case of Alternative Acquiring Services: authorization of a Transaction, including, where applicable, the confirmation from the relevant Other Financial Institution or APMP that adequate funds are available at the time of the Transaction to pay for the relevant Transaction; and "Authorize" and "Authorized" shall be construed accordingly;
- 1.12. "Authorization Request" means a request for Authorization;
- 1.13. "Authorized User" means an individual authorized by SPONSORED MERCHANT to access its Merchant Account;
- 1.14. "Business Day" means a day other than a Saturday, Sunday or a Bank Holiday on which banks are open for normal banking business in London, United Kingdom;
- 1.15. "Customer" means a Person who or which has ordered goods or services from SPONSORED MERCHANT and has initiated a Transaction in respect of that order, including a Cardholder;
- 1.16. "Capture" means, in relation to Card Acquiring Services, transmission of a payment instruction in relation to a Transaction to a Card Scheme for onward transmission to a Card Issuer to enable the earmarking of funds by a Card Issuer in a Cardholder's account for Settlement;

- 1.17. "Card" means a credit, debit, charge, purchase or other payment card issued by a Card Issuer under a Card Scheme whose payments UNIPaaS is able to process (as notified by UNIPaaS from time to time);
- 1.18. "Card Acquiring Services" means the Authorization, Capture and Settlement of a Card related Transaction, and the processing of Chargebacks, Refunds, Representments and/or Retro-Charges in respect of Cards;
- 1.19. "Cardholder" means a Person who or which is the authorized user of a Card;
- 1.20. "Card Issuer" means a Person which issues Cards;
- 1.21. "Card Schemes" means schemes governing the issue and use of Cards under this agreement, as may updated by UNIPaaS in writing from time to time;
- 1.22. "Chargeback" means either: (a) any circumstances where Card Issuers, Card Schemes or Other Financial Institutions either refuse to Settle a Transaction or demand payment from in respect of a Transaction that has been Settled or in respect of which Remittance been made; or (b) (in respect of an APM) any Reversed Payment; or (iii) any other circumstance where any APMP or Other Financial Institution either refuses to make a payment or demands payment in respect of a disputed payment or other payment made in respect of a Transaction, or in respect of which payment has been made; in each case, whether due to dispute initiated by Customer or otherwise and notwithstanding any Authorization;
- 1.23. "Chargeback Costs" means administrative charges for processing a Chargeback and any (a) reasonable costs, expenses, liabilities, and (b) Assessments incurred as a result of or in connection with a Chargeback;
- 1.24. "Claim" means any action, proceeding, claim, demand or assessment (including Assessments), fine or similar charge whether arising in contract, delict, tort (including negligence or breach of statutory duty) or otherwise;
- 1.25. "Commencement Date" means the date on which SPONSORED MERCHANT is notified by UNIPaaS (in its sole and absolute discretion) that its application for provision of Services has been accepted;
- 1.26. "Confidential Information" means this Agreement and information relating to it (other than Transaction Data), or provided pursuant to it, that is designated as "confidential" or which by its nature is clearly confidential, howsoever presented, whether in oral, physical or electronic form and which is disclosed by one Party to another hereunder, including (but not limited to) pricing and specifications relating to the Services;
- 1.27. "Control" or "Controlled" means the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over a Person, as defined in ss. 449 and 450 of the Corporation Tax Act 2010 and a "Change of Control" shall be deemed to have occurred if any Person or Persons who control(s) a Person at the Commencement Date subsequently cease to Control such Person;
- 1.28. "Customer Due Diligence" means the measures prescribed by the Money Laundering Regulations 2007, the Rules, PCI SSC Standards or any other Applicable Law;
- 1.29. "Customer Payments Account" means an account with any Other Financial Institution in which UNIPaaS holds the proceeds of Transactions, net of any amounts due to it.
- 1.30. "Data" means documents, data and records of any kind relating to Transactions, Chargebacks, Representments, Retro-Charge or Refunds (including, for the avoidance of doubt, data relating to Cards and Customers) and shall include Transaction Personal Data;
- 1.31. "Designated Acquirer" means Safecharge Limited (registered office at 9 Kafkasou, Aglantzia, CY 2112, Nicosia, Cyprus) to which the SPONSORED MERCHANT may address questions and concerns thereto.

- 1.32. "Documentation" means any documents UNIPaaS supplies SPONSORED MERCHANT from time to time, whether in physical or electronic form and whether in the form of text, graphics or still or moving images;
- 1.33. "Exchange Rate" means the reference currency exchange rate UNIPaaS may notify SPONSORED MERCHANT from time to time. The reference rate will fluctuate and is therefore indicative only;
- 1.34. "Fees" means the fees due under this agreement which are part of the Platform EULA between you and your Platform;
- 1.35. "Trading Limit" means any monetary limit (of which UNIPaaS shall notify from time to time) above which UNIPaaS' Authorization must be obtained prior to completing a Transaction;
- 1.36. "Insolvent" means: in respect of a person, that that person is unable to pay its debts as defined in s.123 (1) or (2) Insolvency Act 1986, except that in the interpretation of this definition: (a) the words "it is proved to the satisfaction of the court that" in subsections (1)(e) and (2) of section 123 shall be deemed to be deleted; and (b) a Party shall not be deemed to be unable to pay its debts if any demand under section 123(1)(a) or section 268(1)(a) is being contested in good faith by such Party and such Party has adequate funds to discharge the amount of such demand or if any such demand is satisfied before the expiration of 21 days from the date on which it is made; (for an individual) when it is the subject of a bankruptcy petition or order; (for an individual) when it is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; (for a partnership) when any of the foregoing apply to any partner thereof; (for an individual) he dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing its own affairs or becomes a patient under any mental health legislation;
- 1.37. "Intellectual Property Rights" means any and all intellectual property rights of whatever nature and includes patents, inventions, know-how, proprietary knowledge, trade secrets and other confidential information, copyrights, database rights (including rights of extraction), design rights (registered or unregistered), copyright, trademarks, service marks, logos, internet domain names, business names, trade names, rights protecting goodwill and reputation, moral rights, all registrations or applications to register any of the aforesaid items, and all rights and forms of protection of a similar nature of any of the aforesaid items or having equivalent effect in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off;
- 1.38. "Login Credentials" means each personal identification number or password that is necessary to enable access or use of Merchant Account or any Service;
- 1.39. "Losses" means any liabilities, losses, damages, charges, fines, costs, Taxes or expenses (including reasonable and properly incurred legal fees and/or expenses);
- 1.40. "Rules" means all applicable rules, regulations and operating guidelines issued by the Card Schemes or any APMP from time to time relating to Cards, Transactions, APMs and any payments or processing of Data relating thereto (including those communicated in the Operating Instructions and such rules, regulations and guidelines posted on Card Scheme or APMP websites from time to time including: (a) www.visaeurope.com; (b) <http://www.mastercard.co.uk/>; (c) <https://www.mastercard.us/en-us/aboutmastercard/what-we-do/rules.html>; and (d) such other URLs notified from time to time); and all amendments, changes and revisions made thereto from time to time, and any current waivers or exceptions agreed with the Card Schemes or any APMP;
- 1.41. "Operating Instructions" means any instructions, guidance or manuals made available by UNIPaaS to SPONSORED MERCHANT, as amended from time to time;
- 1.42. "Other Financial Institution" means any third party credit or financial institution or service provider (including Card Schemes, Card Issuers, APMPs and Acquirers) which may be involved, or which UNIPaaS in its sole and absolute discretion involve, in the course of provision of any of the Services;

- 1.43. "Party" means each party to this Agreement (as the context may require) and includes the successors and permitted assigns of each such party;
- 1.44. "Payment Facilitation Services" means services that facilitate acceptance of Cards and APM, including facilitating provision of Acquiring Services;
- 1.45. "PCI SSC Standards" means the Payment Card Industry Data Security Standard, Payment Application Data Security Standard and the PIN Transaction Security Standard as updated from time to time and published by the PCI Security Standards Council (the "PCI SSC");
- 1.46. "Person" means any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, association, organization or trust (in each case, irrespective of the jurisdiction in or under the law of which it was incorporated, formed or otherwise exists);
- 1.47. "Personal Data" means data which relates to a Data Subject who can be identified from such data;
- 1.48. "Platform" means the website or online marketplace which offers Platform Services to its Platform Vendors.
- 1.49. "Platform EULA" means the end user license agreement, terms and conditions, terms of services or any similar document or agreement which the Platform has in place with its Platform Vendors.
- 1.50. "Platform Services" means any and all of the services the Platform provides to its Platform Vendors.
- 1.51. "Platform Vendors" means a merchant who offers goods or services on the Platform and has agreed to the terms of the Platform EULA and to the terms of this Agreement. Unless otherwise expressly stated in this Agreement, a Platform Vendor is also a Sponsored Merchant.
- 1.52. "Reason Code" means a code or category used by any Card Scheme to classify a specific activity, act or omission, including any code in the Visa Merchant Alert Service, Mastercard Member Alert to Control High-Risk Merchants or an equivalent for any other Card Scheme, or a Regulatory Authority black list;
- 1.53. "Refund" means a Transaction, in respect of an initiating Transaction, made wholly or partially to reverse that initiating Transaction;
- 1.54. "Regulatory Authority" means any governmental or regulatory authority, and/or any self-regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation making entity having jurisdiction over any of the Parties and/or their businesses or any part or subdivision thereof in any territory in which the Services are made available or any local authority, district or other subdivision thereof (including, in respect of the United Kingdom, the Financial Conduct Authority, the Office of Fair Trading, the Office of the Information Commissioner) and any body which succeeds or replaces any of the foregoing;
- 1.55. "Remittance" means any payment UNIPaaS makes to SPONSORED MERCHANT hereunder as a result of Acquiring Services and any payment made on behalf of the sponsored merchants (and "Remit" will be construed accordingly);
- 1.56. "Representment" means a Transaction to reverse a Chargeback by the re-execution of the original Transaction, where the Chargeback was successfully challenged;
- 1.57. "Restricted Person" means a Person that is (i) listed on, or owned or Controlled by a Person listed on any Sanctions List; (ii) located in, incorporated under the laws of, or owned or Controlled by, or acting on behalf of, a Person located in or organized under the laws of a country or territory that is the target of country-wide Sanctions; or (iii) otherwise a target of Sanctions.

- 1.58. "Retro-Charge" means a Transaction initiated to reverse a Refund to which the Customer was not entitled;
- 1.59. "Sanctions" means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (a) the United States government; (b) the United Nations; (c) the European Union; (d) the United Kingdom; or (e) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC"), the United States Department of State, and Her Majesty's Treasury (together "Sanctions Authorities")
- 1.60. "Sanctions List" means the "Specially Designated Nationals and Blocked Persons" list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- 1.61. "Services" means any or all of the Acquiring Services, the Payment Facilitation Services and the Ancillary Services;
- 1.62. "Settlement" means the crediting to UNIPaaS, its agent or an Other Financial Institution (as applicable) of the value of a Transaction as determined by the relevant Card Scheme or Other Financial Institution as the case may be (and "Settle" and "Settled" shall be construed accordingly);
- 1.63. "SPONSORED MERCHANT Bank Account" means an account in SPONSORED MERCHANT's name with a duly authorized credit institution acceptable to UNIPaaS that is maintained for the purposes of receiving Remittances and paying Fees due hereunder;
- 1.64. "SPONSORED MERCHANT Account" means an electronic management information account containing Data related to SPONSORED MERCHANT's Transactions, Chargebacks, Refunds, Representments and Retro- Charges, and which may be made available from time to time or any replacement product made available from time to time;
- 1.65. "SPONSORED MERCHANT Material Adverse Change" means any circumstance, event or series of events that materially adversely affects or may materially adversely affect SPONSORED MERCHANT's liabilities or potential liabilities; or its ability fully and promptly perform and comply with any one or more of its obligations hereunder, including: (a) a material change in the nature of business or the goods or services supplied; (b) a material positive or negative fluctuation month-on month in Transaction volumes or the average value of Transactions or the occurrence of such other event as may give rise in UNIPaaS' discretion to a significant increase in SPONSORED MERCHANT's risk profile; (c) a material increase in Chargeback, Refunds or declined Transactions levels relative to expected volume; (d) occurrence of a material Assessment or multiple Assessments; (e) Change of Control in respect of SPONSORED MERCHANT, or a sale or other disposal of any substantial division or part of SPONSORED MERCHANT business; (f) the withdrawal, removal, termination or unenforceability of any security in relation to SPONSORED MERCHANT which UNIPaaS or any Other Financial Institution rely upon; (g) the withdrawal or termination of any license, permission or authorization required to operate its business; (h) instructions from a Regulatory Authority which SPONSORED MERCHANT does not, or is unable or unwilling to, comply with; (i) the granting to a third party of any security or charge over all or a significant proportion of its assets; or (j) material deterioration in its profits or SPONSORED MERCHANT's financial or trading position,
- 1.66. "Supporting Services" means the following: Gateway Services, CPC/DCC Services, Fraud Management Services, Management Information Services and such other services as UNIPaaS may specify from time to time in its documentation, in each case excluding Acquiring Services.
- 1.67. "Tax" means all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and any penalty, fine, surcharge, interest, charges or costs relating thereto;

- 1.68. "Tax Authority" means any taxing or other authority (in any jurisdiction) competent to impose, administer or collect any Tax.
- 1.69. "Third Party Product" means a product (whether hardware, software or services) supplied by a third party;
- 1.70. "Trading Limit" means the maximum aggregate value of one or more Transactions that SPONSORED MERCHANT may complete in respect of any specified period as notified by UNIPaaS from time to time;
- 1.71. "Transaction" means any payment by a Customer for goods or services purchased by a Customer from and provided by SPONSORED MERCHANT, using either: (b) a Card, a Card number or otherwise to debit or credit the applicable Card account; or (b) an APM; in each case in accordance with the terms of this Agreement and in relation to which Services are supplied hereunder, or a reversal of the same. Unless the context requires otherwise, a reference to "Transaction" shall include a reference to a Refund, a Representment, a Retro-Charge, a Recurring Transaction and a series of connected Transactions;
- 1.72. "Transaction Data" means Transaction Personal Data and any other data relating to a specific Transaction;
- 1.73. "Transaction Personal Data" means Personal Data which it is necessary to provide or to Process in connection with Transactions, Chargebacks, Refunds, Representments or Retro-Charges in the course of providing the Services.

2. ONBOARDING AND REGISTRATION

- 2.1. Only businesses located in the UK are eligible to apply for a UNIPaaS Account and to use the Services described in this Agreement. UNIPaaS and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements and you should follow the UNIPaaS website for additional information.
- 2.2. To register for a UNIPaaS Account, you must provide us with certain information which shall include, among others, your business or trade name, physical address, email, phone number, tax identification number and certain other information about you that we require. We may also collect personal information about your beneficial owners, principals, and your UNIPaaS Account administrator. If you are the parent or the legal guardian of any person under the age 18 ("Minor") and the Minor is the goods or service provider ("Activities") for which the Services are provided under this agreement, you consent and assume liability for the Minor Activities and you agree to receiving funds on the Minor's behalf. As expressly permitted in the Platform EULA, some or all of the information may be obtained and received by us from the Platform.
- 2.3. You (and the representative registering on your behalf) individually represent and warrant that (i) your representative is authorized to provide the information described in this agreement on your behalf and to bind you to this Agreement; and (ii) your representative is a duly authorized executive or otherwise has sufficient legal authority to enter into the Agreement on your behalf. We may require you and your representative to provide additional written documentation demonstrating the foregoing.
- 2.4. In order to provide you with the Service you undertake to promptly comply with all initial and ongoing requests for information and provide all documents and verification issued by us from time to time and assist us, for the purpose of meeting various operational, legal, anti-money laundering, KYC, KYB and risk assessment requirements which are legally required to perform. Please be advised that until you have submitted, and we have reviewed and approved, all required information, your UNIPaaS Account will be available to you on a limited basis only as follows: we shall limit your Payment Facilitation Services of Transactions to pay-in only and up to an aggregate amount equal to GBP 1,500 (or the equivalent in Euros or US Dollars, if applicable), and as of such aggregate amount for the maximum period of 30 days, during which you may be required to complete specific information and documents. We also reserve the right to terminate the Agreement at any time and for any reason if you fail to

provide us on a timely basis all required and requested information and in any event your UNIPaaS account will be suspended automatically within 30 days upon your failure to provide all required and requested information and authorizations following our initial written request.

- 2.5. In the event the UNIPaaS Account is suspended and eventually closed due to your failure to provide all required information and approvals, we shall return all Funds collected for you in the UNIPaaS Account to the respective Cardholders, or to your Platform (as applicable), and/or act in any other way required under Applicable Law & Rules, and you shall immediately pay to and indemnify us for any and all claims, liabilities, losses, fees of any and all kind, and all other amounts due by you. The foregoing is without derogating from our rights to collect and setoff any such amounts from the reserve account of the Platform.
- 2.6. For clarity, even following onboarding and registration at any time during your use of the Services we may require certain information, verification of previously provided information verification of your representative's identity, and assess your financial condition and the risk associated with your business. We may ask the Platform to provide us with some of such information as well and you hereby expressly consent to UNIPaaS asking for such information and obtaining it from the Platform. Notwithstanding anything to the contrary in the Platform EULA, you shall have no claim against UNIPaaS and hereby waive any claim or demand you may have for UNIPaaS' use of information obtained from the Platform for the purpose of providing you with the Services. Your failure to provide this information or material to us may result in suspension or termination of your UNIPaaS Account.
- 2.7. You agree to keep the information in your UNIPaaS Account current. You must promptly update your UNIPaaS Account with any changes affecting you, the nature of your business activities, your representatives, beneficial owners, or any other pertinent information. Updates and changes to your information on the Platform may not be automatically provided to us and you should not assume that any update on the platform is transferred to us. You are solely responsible for updating the information with UNIPaaS directly. We reserve the right to suspend your UNIPaaS Account or terminate this Agreement if you fail to keep this information current.
- 2.8. You are responsible for keeping your Login Credentials confidential and not disclose them to any third party or share them with others. You are responsible for implementing and taking all commercially reasonable measures to prevent unauthorized use of the Login Credentials and any information which relates to your UNIPaaS Account. In the event that you become aware or suspect of unauthorized use of your Login Credentials you are requested to notify us as soon as possible by telephone or email.
- 2.9. Your Relationship with Your Customers
 - a) You may only use the Services for legitimate Transactions with your customers. We are not responsible for the products or services you publicize or sell, or that your customers purchase using the Services.
 - b) If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

3. FEES AND PAYMENTS

- 3.1. Your Platform fees already include the UNIPaaS Fees, as agreed between you and your Platform in your Platform EULA. For your reference, please visit UNIPaaS website for our [general fees](#) . UNIPaaS shall have no liability and you hereby waive any claim against UNIPaaS with respect to any Platform fees and/or the provision or the failure of the Platform Services.
- 3.2. The Platform fees may be revised or amended from time to time based on your agreement with the Platform. We strongly suggest you follow notices from the Platform as well as regarding changes to the

Platform fees as set out in the Platform EULA. You consent to UNIPaaS deducting the platform fees and transferring them to the Platform.

- 3.3. In addition to the Fees, you are also responsible for any penalties or fines imposed on you in relation to your UNIPaaS Account, by us or any APM or APMP resulting from your use of our Services in a manner not permitted by this Agreement or APM's rules and regulations.
- 3.4. All Fees and Payments payable by you to Platform and UNIPaaS shall be payable to UNIPaaS directly and shall be immediately due and payable upon provision of the Services. If for any reason any amounts owed by you was not deducted from a Remittance, they will be payable by you in accordance with the terms of an invoice issued to you. All wiring or bank transfer and charges of Remittances and payments to you shall be charged to you and may be deducted by us from any Remittance or amount due to us. You acknowledge that Card Schemes and Other Financial Institutions may change their existing charges and fees (applicable to us or to you) as well as assess additional or different charges and fees, all of which shall be reflected in the Fees and automatically applied to you. Payment of any fees to Card Schemes or Other Financial Institutions does not affect from your obligation of payment of Fees to us. Failure to make payment under this Agreement when due shall entitle us to charge you with late fee payments and interest at the highest rate permitted under applicable law. Failure to make any payment shall entitle us to charge you with all associated costs of collection, including all legal fees and expenses.

4. TAXES

- 4.1. All Fees, charges and other payments under this Agreement are exclusive of VAT and any other applicable Taxes under any Applicable Law, for which you are fully and solely responsible. All taxes associated with the receipt of the Services, or the sale of goods or services by you, are borne by you. In the event that despite the aforementioned, joint liability shall be imposed on you and us for any Tax, you undertake to pay all such Taxes and fully indemnify and hold UNIPaaS harmless from all such amounts. We are entitled to deduct and setoff all required amounts from any Remittance or sums held by us and owed to you.
- 4.2. In the event that we are required to deduct or withhold any amount in accordance with applicable law, we shall do so, transfer such amount to the tax authority and apply such deduction from any Remittance.

5. SERVICE REQUIREMENTS AND PREREQUISITES

- 5.1. You must use the Services in a lawful manner, and must obey all laws, rules, and regulations applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws relevant to Transactions.
- 5.2. You may not use the Services to enable any person (including you) to benefit from any activities we have identified as a restricted business or activity . Restricted businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government.
- 5.3. UNIPaaS agrees to provide you the Services based on the following representation and relies upon them in doing so: (a) you have a permanent establishment or business registration in the country which you identified in the registration form to the UNIPaaS Account; (b) you abide by all relevant accounting principles and rules as they apply to you; (c) you pay all relevant Taxes as required by Applicable Law relating to the Transactions submitted for processing and the goods and services sold thereby; (d) you comply with all laws and rules as in force from time to time and you shall take all necessary actions to ensure compliance during your use of the Services; (e) you agree to provide UNIPaaS with adequate evidence of your compliance with these representations upon our first written request.
- 5.4. During your use of the Services you undertake to ensure that your required hardware, software and communications systems and Transactions processed shall at all times comply with the technical,

communications, implementation and integration requirements made available to you by us as amended from time to time. Failure to comply with such requirements may result in our inability to provide the Services in whole or in part.

- 5.5. UNIPaaS may, from time to time, notify you of a Trading Limit and a Floor Limit. Unless otherwise notified in writing your Floor Limit is GBP 1. You may not exceed the Trading Limit or complete a Transaction below the Floor Limit without receiving our prior written approval (to be given in its sole discretion). Such Trading Limit or Floor Limit shall continue to apply until you are otherwise notified in writing by us.
- 5.6. You acknowledge that each Card Scheme's respective yearly Trading Limits (as may be changed by Card Schemes from time to time), is one million US Dollars. You agree to refrain from exceeding such Trading Limits. Unless otherwise approved by the respective Card Scheme and Designated Acquirer, in the event that you exceed such Trading Limits with any Card Scheme, you may be required to enter into a direct acquiring agreement with a Designated Acquirer in order to continue to use the Services in respect of such Card Scheme.

6. USE OF THE UNIPaaS TECHNOLOGY AND THE UNIPaaS SERVICES

6.1. Payment Facilitation

- 6.1.1. UNIPaaS will provide your Platform with Payment Facilitation Services and Payment Facilitation Services availability, Supporting Services and Supporting Services. If you encountered a problem which requires support, please contact your Platform.
- 6.1.2. Our Services will be provided in respect of each Card Scheme and APM of which and for as long as the Designated Acquirer or UNIPaaS is a member or has an adequate arrangement. Card Schemes and APMs details may be updated by us from time to time, by issuing a 30 day prior written notice to you. The form of Services, contractual structure, method of Settlement and Remittance as well as the respective terms and conditions may vary between various Card Schemes and APMs.

6.2. Payments and Remittances to You

- 6.2.1. Following and subject to the receipt of Funds by UNIPaaS in respect of a Transaction which you properly submit, we shall initiate or procure the initiation of a Remittance to your UNIPaaS Account and to your Bank Account. Remittances will be processed and performed as scheduled by you as part of your UNIPaaS Account or by your Platform. Subject to Applicable Laws or Rules, the maximum time by which the funds will be available in your UNIPaaS Account from the execution of a payment order is 10 Business Days. Card Schemes, Card Issuers, APMPs, Acquirers, Designated Acquirer, Other Financial Institution, processing networks, money transfer systems, external data bases and Sponsored Merchant Bank may delay Remittance for any reason and UNIPaaS shall have no liability for such delay. You agree that Remittance shall constitute your full, final and complete payment and consideration.
- 6.2.2. We reserve the right to deduct or withhold any of the following amounts from, or set-off such sums against, any Remittance or any other amount we are required to pay you: (i) any Refunds; (ii) any Chargebacks; (iii) any Assessments; (iv) any Chargeback Costs; (v) any Claims; (vi) any Anticipated Liabilities; (vii) any Fees; (viii) any Taxes; and (ix) any other charges or amounts due by you under this Agreement or otherwise.
- 6.2.3. Remittance shall be paid in the currency or currencies agreed between you and us during the onboarding process as may be amended from time to time by written agreement. In cases where we apply a currency conversion to Remittance, we shall use the respective banks', Card Scheme and UNIPaaS' prevailing conversion rates and fees will apply to the specific Remittance and related circumstances. FX Conversion fees may be part of the Fees which shall be charged as agreed with the Platform and are part of your Platform EULA.

- 6.2.4. Notwithstanding the foregoing, we may defer or withhold any amount we are obligated to pay you, upon one of the following occurrences: (i) following any permitted deductions, withholdings or setoff, if such amount is less than the minimum Remittance threshold determined by UNIPaaS from time to time, until the total net Remittance amount payable reaches such threshold; (ii) UNIPaaS believes that a Transaction (including activity which would otherwise have constituted a Transaction) may be fraudulent, involves any illegal activity, made outside your ordinary course of business, may incur Refunds, Chargebacks, Assessments or Anticipated Liabilities, is non-compliant with PCI SSC, or constitutes a breach of Applicable Law, the Rules or the terms of this Agreement, until completion of investigation by us, any Other Financial Institution, Regulatory Authority, Card Scheme or any other applicable third party to such party's complete satisfaction; (iii) your failure to complete or comply with the required Due Diligence or provision of missing documentation prevents us from remitting funds to you under the Rules or Applicable Law, until such time as such default is remedied by you; (iv) you have entered into any of the Card Schemes' chargeback, fraud or audit programs (e.g. MasterCard's Global Merchant Audit Program or Visa's respective Merchant Fraud Programs); (v) We become aware or believes that you are in breach or are likely to breach your obligations hereunder.
- 6.2.5. We retain the right to suspend the processing of all or any Remittance, Transactions, Refunds, Representments or Retro-Charges in the event we believe that a Transaction, Refund, Representation or Retro-Charge (including activity which would otherwise have constituted a Transaction, Refund, Representation or Retro-Charge) may be fraudulent or constitutes a breach of Applicable Law, the Rules (including failure to provide documentation, information or Data hereunder) or the terms hereof, until the satisfactory completion of our investigation or any other Financial Institution, Regulatory Authority, Card Scheme, APMP, or any other applicable third party.
- 6.2.6. We or the Platform shall promptly notify you of the exercise of your rights under this section and provide you with reasonable detail in this connection unless such notice is prohibited under Applicable Law.
- 6.2.7. You expressly instruct and authorize us or any Other Financial Institution to receive Funds from the Designated Acquirer or Other Financial Institutions on your behalf, to remit such Funds to one or more Customer Payments Accounts for the purpose of holding such received funds in respect of Transactions processed by you (net of any amounts due to us), prior to making each Remittance to you. You waive your right to receive any interest in connection with funds held in Customer Payments Accounts or otherwise held, deferred or withheld in accordance with this Agreement.
- 6.2.8. You represent that: (i) authorization of a transaction indicates that a payment method is not restricted, declared invalid and within limits at the time of authorization and shall not be deemed as a payment undertaking or guarantee of payment acceptance from the end user, or protection against a Chargeback or Refund; and (ii) such authorization will not relieve you of your legal obligations or otherwise validate a fraudulent or a disputed Transaction.
- 6.2.9. You acknowledge that: (i) not applying a set-off, withholding or deduction for any period of time does not constitute a waiver of right to impose such retroactively or for such period of time; (ii) Chargebacks, Refunds and Assessments may arise a considerable period of time after the date of the relevant Transaction, and so notwithstanding any termination or expiration of this Agreement for any reason, we remain entitled to recover such amounts from you; (iii) all Remittances and credits by us shall be provisional, conditional and subject at all times to permitted deductions, withholdings and setoff hereunder.
- 6.2.10. We may, at any time and without notice, use third parties for the purpose of payment of Remittances, and will notify you of the identity of such third parties from time to time. All payments to your account by such third parties shall be deemed payment by us, for all intents

and purposes. Notwithstanding, where Remittances are made directly by such third parties such third party may deduct wire fees for each Remittance in accordance with its applicable terms.

6.3. Virtual IBAN.

6.3.1. In addition to the above detailed Remittance sections and subject to the regulator granting approval to UNIPaaS to provide the following service, we will provide you (once we are approved) with a tool to allow you to set-up and operate a Virtual IBAN account with Banking Circle S.A. a Company registered in Luxembourg (CSSF registration number: B00000408; RCS number: B222310) ("Banking Circle").

6.3.2. In order to setup and operate the Virtual IBAN, you shall be required to provide us with certain information which we need in order to assist the process of setting up the Sponsored Merchant Virtual Bank Account. You hereby expressly agree and authorize us to use all relevant information which we have with regard to you, your UNIPaaS account and any other information you provided us during the term of the Agreement and your use of the Services, in order to set up the Virtual IBAN with the Banking Circle. You expressly authorize us to share and transfer all information required and requested by Banking Circle and to keep up-to-date such information throughout the Term.

6.3.3. Additional information may be required or requested by Banking Circle in order to set up and operate your Virtual IBAN. You hereby undertake to provide us with all such required and requested additional information and share it with Banking Circle.

6.3.4. You hereby expressly authorize us to make payments on your behalf to other Sponsored Merchants who have a UNIPaaS account or to other third parties who you designate and inform us from your Virtual IBAN which was established through our services and operated by us on your behalf.

6.3.5. Remittance from Virtual IBAN to any third party shall be executed by Banking Circle in accordance with Banking Circle policy and at their discretion and UNIPaaS shall have no liability to you in this connection therewith and you waive all claims you may now or in the future have to UNIPaaS with regards to such amounts and payment.

6.4. Additionally, UNIPaaS uses a tool provided by TrueLayer Limited (www.truelayer.com) ("TrueLayer") to initiate payments from payment accounts. When a payment is instructed via app using TrueLayer, TrueLayer's terms of service ("Terms of Service") will apply to the payment initiation. The Terms of Service set out the terms on which the payer agrees to TrueLayer initiating payment from the payment account. TrueLayer is subject to UK and EU data protection laws and is required to treat data in accordance with those laws, as well as the Terms of Service and TrueLayer's Privacy Policy. TrueLayer is authorized and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 and the Electronic Money Regulations 2011 (Firm Reference Number: 901096).

6.5. You also acknowledge and agree that UNIPaaS engaged with Plaid Financial Ltd (and any of its affiliated entities) for Account Initiation Services ("AIS") and Payment Initiation Service ("PIS") under which processing information, including your Personal Data and the End-User Personal Data, is required, and you hereby consent to such processing and shall obtain all necessary consents for such processing for the AIS and PIS services.

6.6. Refunds

6.6.1. You undertake to maintain and disclose to Customers at the time of purchase a fair policy in respect of Customer's right to return goods or cancel services. You shall refrain from giving a cash refund to a Customer for a payment made using a Card or accept cash or other compensation for making a refund to a Card, unless so required by Applicable Law.

- 6.6.2. The form and procedure for making Refunds shall be in accordance with the Operating Instructions applicable to such type of Refund. Refunds shall only be permitted in circumstances the originating Transaction has been reversed in whole or in part. You shall be solely responsible to ensure that the amount of any Refund shall not exceed the amount of the initiating Transaction, and shall solely liable for any misuse of any Service to process Refunds, including cases of Refunds without an originating Transaction.
- 6.6.3. We shall be entitled to refuse to perform a Refund if it is not in compliance with the terms of this Agreement or is prohibited by Applicable Law or the Rules. In the event that UNIPaaS shall refuse to execute a Refund we shall notify you: (a) of the refusal (unless prohibited by law); (b) the reasons for such refusal (if possible); and (c) the procedure for correcting such factual mistakes it (where it is possible to provide reasons for the refusal and those reasons relate to factual matters). Any payment order refused by us will be deemed not to have been received for the purposes of execution times and liability for nonexecution or defective execution.
- 6.6.4. in cases where UNIPaaS executes a Transaction or Refund in accordance with details provided by you, the Transaction or Refund will be deemed to have been correctly executed by us and any Other Financial Institution applicable to such execution. In cases of provision of incorrect details by you, we shall not liable for the nonexecution or defective execution of the Transaction or Refund. Following your written request, at your sole expense, we shall make reasonable efforts to recover the funds involved in such a Transaction or Refund.
- 6.6.5. You undertake to notify us promptly after becoming aware (and not later than 6 months as of the Transaction) of any Refund which has not been correctly executed, as well as any unauthorized Transactions
- 6.7. Chargebacks and Assessments
- 6.7.1. Each Chargeback and each Assessment represents a debt immediately due and payable to us, in respect of which you solely assume liability and related risks. You agree to reimburse and indemnify us for Chargebacks in circumstances where you have accepted payment in respect of a relevant Transaction, even if you are under no legal liability in respect of the supply of the goods or services. To the extent permitted by Applicable Law, we shall provide you with a written notice in respect of any applicable Chargebacks and Chargeback Costs which have occurred or been incurred.
- 6.7.2. Any Chargebacks for which you are required to reimburse or indemnify us shall correspond to the whole or part of the Settlement value in the currency of the original Transaction. Such amount may be converted to the Settlement currency from the currency of Chargeback at our prevailing Exchange Rate.
- 6.7.3. In the event that you wish to dispute a Chargeback, you shall be responsible: (i) for proving to our satisfaction (which shall, be conditional, inter alia, upon the relevant Card Scheme, Card Issuer, Other Financial Institution, or APMP, as the case may be, confirming its satisfaction of such proof) that the debit of the Customer's account was authorized by such Customer; and (ii) providing us with such other evidence as we or any Card Issuer, Other Financial Institution, APMP or Card Scheme may require for the purpose of supporting of your claim. The evidence required may vary depending on the nature of the Chargeback.
- 6.7.4. Subject to the Rules, neither we nor any Other Financial Institution be under obligation to investigate any Chargeback or Assessment. You hereby acknowledge and agree that any decision or determination of the relevant Card Scheme or APMP as to the validity and extent of any Chargeback and/or Assessment shall be final and binding.
- 6.7.5. Since Chargebacks could occur a substantial period of time following the date of the relevant Transaction, you hereby acknowledges and agrees that, notwithstanding termination hereof for

any reason, we shall remain entitled to recover Chargebacks and Chargeback Costs from you (and, to the extent applicable, from any Person who provided guarantee or security relating to your obligations) in respect of all Chargebacks occurring in relation to Transactions effected during the term hereof.

6.7.6. In the event that you wish to dispute a Chargeback or Assessment, you shall be entitled to do so in accordance with the applicable procedure set out in the Operating Instructions and Rules. In the case of a disputed Chargeback or Assessment, you shall be required to provide us within any specified timeframe with the evidence required, the Card Scheme or the Card Issuer.

6.7.7. Depending on your Refunds ratios, fraud ratios, Chargeback ratios and other risk considerations, we may upon advance notice of 10 days and at our sole discretion, require you to process Transactions via 3D Secure.

6.8. Bank Account and Payments

6.8.1. You undertake to provide and maintain in your name a SPONSORED MERCHANT Bank Account throughout the term of this Agreement and for such additional period as may be required for the purposes of any applicable provisions of this Agreement. You are required to maintain with your bank an instruction to authorizing us to directly debit from the SPONSORED MERCHANT Bank Account all sums that become due and payable by you.

6.8.2. Any Remittance made by us, upon your direction, to a SPONSORED MERCHANT Bank Account in the name of a person other than you, will constitute good receipt by you of the amount due and owing by us to you under this Agreement.

6.9. Set-Off

6.9.1. You hereby irrevocably authorizes each of UNIPaaS and any Other Financial Institution, from time to time without notice and both before and after demand, to set off by whatever means the whole or any part of our liabilities to UNIPaaS or to any Other Financial Institution hereunder or under any other contract (including present, future, actual or contingent or potential, liquidated or unliquidated liabilities and irrespective of the denomination currency thereof) against any Remittance due to you or against any sums (whether or not related to the Transaction that gave rise to such liability) held by UNIPaaS or by any Other Financial Institution or owed to you under this Agreement or any security provided in respect of your undertaking and liabilities. Any of your credit balance with UNIPaaS or any Other Financial Institution will not be repayable, or capable of being disposed of, charged or dealt with by you until all your liabilities to us and any Other Financial Institution have been met. UNIPaaS and any Other Financial Institution do not and shall not waive our rights and this restriction. We shall notify you as soon as reasonably practicable upon exercise by us or by Other Financial Institution of such rights under this section.

6.9.2. You will not be entitled to any form of set-off in respect of any of UNIPaaS or any Other Financial Institution's liabilities under this Agreement or any other Agreement (including present, future, actual or contingent or potential) against any amounts due to UNIPaaS or to any Other Financial Institution from you.

6.9.3. Any exercise of UNIPaaS or any Other Financial Institution's rights under this section shall be without prejudice and in addition to any other rights or remedies available thereto

6.9.4. We may ask for additional collateral, at our sole discretion, at any time, from a Person or Persons satisfactory to us, in the form of a guarantee, written collateral indemnity or other security (including the replacement of any existing security) in such form and over such assets as we may require to secure to our satisfaction the performance of your undertakings (including contingent or potential) hereunder.

7. DATA USAGE, PRIVACY, AND SECURITY

7.1. You agree that the terms and conditions of the Data Processing Agreement which is attached as Schedule 1 is binding and is made part of this Agreement. The Data Processing Agreement is in addition

to any privacy policy or other similar agreement you may have with the Platform (whether as part of the Platform EULA or otherwise).

- 7.2. From time to time and as part of the ongoing relationship of the parties, in connection with the Provision of the Services, We may request you to provide us with certain information and Data. Disclosure of such data shall be subject to the Data Disclosure, Use and Requirements attached as Schedule 2 and is an integral part of this Agreement.
- 7.3. We will only use your Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable laws and Rules.

8. User Representations and Warranties

During the Term of the Agreement and as long as you use the Services you hereby undertake and represent as follows:

8.1. General Representations and Warranties

- 8.1.1. the execution by you or your representative, the delivery and performance by you of the Agreement and the use of Services will not conflict with or violate any Applicable Law.
- 8.1.2. The Agreement is duly authorized and approved and you have and shall continue to maintain during the term of the Agreement the full power and authority to execute, deliver and perform the Agreement;
- 8.1.3. You acknowledge that UNIPaaS does not warrant or represent that its use and access of the Services shall comply with Applicable Law in its specific jurisdiction, and that it is your responsibility to inform UNIPaaS and request any specific jurisdiction mandated requirements;
- 8.1.4. You will not process pursuant to this Agreement any face-to-face Transactions without UNIPaaS and Designated Acquirer prior written confirmation and the signature of the applicable addenda where required;
- 8.1.5. You have examined and verified the legality of your operations in each applicable jurisdiction;
- 8.1.6. You have obtained and shall continue to maintain during the term of the Agreement all necessary regulatory approvals, certificates and licenses to conduct its business including without limitation the required regulatory approvals, certificates and licenses to operate as a Sponsored Merchant, operate websites, sell any product or provide any good and service you intend to offer.
- 8.1.7. There is no action, suit or proceeding at law or in equity now pending or, to the best of your knowledge, threatened by or against or affecting you which would impair its right to carry on your business as now conducted or affect its financial conditions or operations or your ability to perform the obligations required under this Agreement.
- 8.1.8. any and all information and documentation provided by you is true, accurate, complete and updated and no information, document or statement provided, made available or made are untrue, false, incorrect, incomplete or misleading.
- 8.1.9. You shall not knowingly do anything or allow anything to be done which is likely to harm UNIPaaS', Designated Acquirer, Card Schemes or Other Financial Institutions reputation.

- 8.1.10. You, your directors, owners or personnel or any of the aforementioned immediate family members have not been entrusted with prominent public functions (a.k.a “Politically Exposed Persons” or “PEP”).
- 8.1.11. You are not a beneficially owned or Controlled, directly or indirectly, by any governmental authority, governmental Controlled entity, political party or candidate, or by any representative, officer and/or employee of any of the aforementioned.
- 8.1.12. You will not require a Customer to waive a right to dispute a Transaction or include any statement that waives or seeks to waive a right to dispute a Transaction with the respective Card issuer or APM.
- 8.1.13. all Transactions that will be processed in connection with the Services are owned by you and only result from Transaction between Customer and you and will originate only from the Platform which was declared by you.
- 8.1.14. You will only use the Services to transact on your own account as a SPONSORED MERCHANT and not otherwise on behalf of any third party including but not limited to another payment facilitator.

8.2. Compliance with Rules, Laws and Standards

- 8.2.1. You undertake to comply with the Rules, whether or not reflected in this Agreement, including such Rules provided or made available to you from time to time, or made publicly available by a Card Scheme or APMP;
- 8.2.2. You undertake to comply with all Applicable Laws and such provisions which apply to your sale of goods or services in connection with the Transactions and your performance of obligations pursuant to the Agreement;
- 8.2.3. You undertake to comply with PCI SSC Standards as further provided in Section 9.8.2 below. You shall only use service providers that are PCI SSC compliant. You shall bear all costs associated with achieving compliance and shall be solely responsible for any Assessments arising from non-compliance;
- 8.2.4. You undertake to comply with Your obligations in respect of the sale and supply of goods or services to your Customers;
- 8.2.5. You shall not (directly or indirectly) pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; or any other person, at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purpose or expectation of improperly obtaining, retaining or directing any business opportunity related to this Agreement or for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements;
- 8.2.6. You are not involved and will not be involved in any act or traffic that constitutes or can be reasonably expected to constitute fraud or other illegal activity, including but not limited to money laundering, under any Applicable Law;

8.2.7. You will adhere to, and will not do anything that will cause UNIPaaS not to comply with, all applicable legal and regulatory requirements and Rules (including the Consumer Credit Act 2006, the Data Protection Act 2018 and the Financial Services and Markets Act 2000 together with all rules, regulations, statements, codes and other requirements made under or imposed by the Financial Conduct Authority or other regulatory body); and

8.2.8. You shall not use the Services, directly or indirectly, in connection with any non-permitted, illegal or fraudulent business activities and shall not submit any transaction that is illegal or that SM should have known was illegal.

8.3. Compliance with Sanctions.

8.3.1. You are in compliance in all respect with all Sanctions and Applicable Laws related thereto;

8.3.2. You are not, and that none of your directors, officers, agents, employees or persons acting on behalf of the foregoing are, a Restricted Person or act directly or indirectly on behalf of a Restricted Person; and (c) that promptly upon becoming aware of any claim, action, suit, proceedings or investigation against you or the persons listed in section (b) above with respect to Sanctions by any Sanctions Authority, you will immediately inform UNIPaaS and supply full and complete details thereof.

8.4. Payment, Transactions and Data

8.4.1. You shall only accept payments and submit Data to UNIPaaS in respect of Transactions authorized by a Customer pursuant to Applicable Law, the terms hereof, the Operating Instructions, the Rules and any other information or instructions provided or made available by UNIPaaS from time to time;

8.4.2. You shall only submit Data to UNIPaaS directly from SM's systems, or via a Third-Party Product which has been expressly approved by UNIPaaS in writing, and in respect of which all compliance standards, licenses and clearances have been obtained;

8.4.3. You shall submit Transactions to UNIPaaS without delay and in any event no later than 2 days as of the date thereof;

8.4.4. You shall only accept payments from and make Refunds to Customers in connection with goods or services that You have sold and supplied as principal to such Customers, and only pay such Refunds to Customers using the payment method used by the Customers for the respective original Transaction;

8.4.5. You shall only accept payments and make Refunds in respect of goods or services the sale and supply of which complies with your business as disclosed in writing by you to UNIPaaS and approved thereby.

8.4.6. You shall provide UNIPaaS with a complete description of goods sold and services provided thereby and inform UNIPaaS in writing prior to making any change to such goods and services, which shall at all times comply with your business as disclosed by you to UNIPaaS in the Application Form.

8.4.7. You shall inform UNIPaaS in writing and without delay of any change of your address or place of business and obtain UNIPaaS' prior written consent (which may be withheld at its sole discretion) in respect of any URL of any website where you accept or state that you accept payments by Card or APMs using any of the Services;

8.4.8. You shall inform UNIPaaS in writing and without delay of the current address of each of your offices, all "doing business as" (DBA) names used by the SM and any proposed change thereof, and shall refrain from affecting any change thereto without obtaining UNIPaaS' prior written consent (which may be withheld at its sole discretion) in respect of any such change;

8.4.9. As a specific request and requirement from our Service Providers, you undertake at all times to adhere to and comply with the terms and conditions set forth in the “Declaration and undertakings with respect to Sponsored Merchant (“SM”) services websites and applications” which is attached as Schedule 3.

9. ADDITIONAL LEGAL TERMS

9.1. Term And Termination

9.1.1. This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or us.

9.1.2. You may terminate this Agreement by providing us at least 30 days’ notice (notice to the Platform is not sufficient).

9.1.3. We may terminate this Agreement or close your UNIPaaS Account at any time for any reason by providing you at least 60 days’ notice. We may suspend your UNIPaaS Account and your ability to access funds in your UNIPaaS Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your UNIPaaS Account, behavior or actions; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement or the associated policies; (iii) any Law, Card Scheme or APMP requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement. A Card Scheme or APMP may terminate your ability to accept its Payment Method, at any time and for any reason, in which case you will no longer be able to accept the Payment Method under this Agreement.

9.1.4. UNIPaaS may terminate this Agreement or any Service, or suspend the provision of any Service with immediate effect, by giving you Notice, upon occurrence of one of the following: You commit a material breach of this Agreement which: (a) is not, in UNIPaaS’ opinion, capable of remedy; or (b) if capable of remedy, is not remedied to UNIPaaS’ satisfaction within 7 days of service of a written notice requiring such remedy; You breach any applicable Trading Limit or Floor Limit; (c) may or does give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity; (d) may or does give rise to increased risk of loss or liability to UNIPaaS any Card Scheme or Other Financial Institution; (e) may affect your ability or willingness to comply with all or any of its obligations or liabilities hereunder; or (f) to be or to be for a purpose contrary to Applicable Law or any policy of UNIPaaS in relation to Applicable Law; (g) you include anything in the Application Form which is untrue, inaccurate or misleading; (h) you become insolvent, subject of a petition, order, or resolution or any step in connection with winding up (whether solvent or insolvent), cease or threaten to cease to carry on all or a material part of its business, except for the purpose of a bona-fide solvent reconstruction, amalgamation, reorganization, merger or consolidation, commence negotiations or proceedings, or propose or agree to defer, reschedule or readjust debts, propose or make a general assignment of any of your debts or an arrangement or composition with or for the benefit of some or all of your creditors in respect of all or all of a particular type of debts, ; suffer or are subject to any equivalent event, circumstance or procedure to those set out above in any jurisdiction.

9.1.5. UNIPaaS may terminate this Agreement (or terminate or suspend the provision of all or part of any Service under this Agreement) with immediate effect, upon provision of a written Notice if UNIPaaS or any Other Financial Institution becomes entitled to enforce any guarantee or security from or in relation to you or if UNIPaaS is required to do so by any Card Scheme, Other Financial Institution or Regulatory Authority or under the Rules or Applicable Law or believes that a Transaction or this Agreement or the performance of it may be contrary to Applicable Law or Sanctions; or if a Card Scheme, Other Financial Institution or any other third party ceases to provide UNIPaaS or the Designated Acquirer with any Service, license to Scheme Marks or service necessary for the provision of Services to You or acceptance of any Cards or APMs thereby; the

ratio of Chargebacks to Transactions exceeds the ratio allowable by UNIPaaS from time to time, or UNIPaaS otherwise considers in its sole and absolute discretion that the total volume or value of Refunds, Chargebacks and/or declined Authorization Requests is excessive.

9.2. Consequences of Termination

9.2.1. Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions and (ii) stop accepting new Transactions. Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with this Agreement.

9.2.2. In addition, upon termination you understand and agree that (i) all licenses granted to you under this Agreement will terminate; (ii) we reserve the right to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you remain fully liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

9.3. Indemnification

9.3.1. You shall indemnify UNIPaaS, Designated Acquirer or any Other Financial Institution and their respective employees, officers, agents, shareholders, and directors ("Indemnified Parties") and hold them harmless and indemnified from, against and in respect of all and any Losses and in respect of any and all Claims brought against an Indemnified Party by a Customer, Card Scheme, Card Issuer, Other Financial Institution, Acquirer, Regulatory Authority or any other third party, to the extent such Losses or Claims arise out of or in consequence of or in connection with: (i) a Transaction (including in respect of the provision of your goods and services), Refund, Representment, Retro-Charge, Assessment, Chargeback, Chargeback Cost (including any activity which would otherwise constitute a Transaction, Refund, Representment, Retro-Charge); (ii) any breach of or failure by you to comply with: (a) the requirements of any Card Scheme or APM; (b) the Rules; (c) the requirements of any Regulatory Authority; (d) your warranties, representations and undertakings set forth in this Agreement; or (e) Applicable Law, and any reasonable steps taken in the protection of UNIPaaS' interests in connection with any such breaches; (iii) any of your acts or omissions, including the operation or use of any of your Websites (if applicable) in contravention of any Applicable law, regulation or code of practice or any infringement or other violation of any Intellectual Property Rights of any third party; (iv) any security breach, compromise or theft of Data held by you or on your behalf, or any other security breach or a security breach relating to Data (whether or not you have complied with PCI SSC Standards), and any reasonable steps taken in the protection of UNIPaaS' interests in connection with such breach; (v) the enforcement or attempted enforcement of this Agreement; (vi) any reasonable steps taken in the protection of UNIPaaS' interests in connection with any allegation of fraud made in relation to you or your business; or (vii) any breach by you of the PCI SSC standards or any confidentiality undertakings hereunder.

9.3.2. The Indemnified Parties shall have sole discretion whether or not to resist, defend or compromise any Claim or to negotiate any settlement in respect of a Claim. Any decision whether or not to resist, defend or compromise any Claim or to negotiate any settlement shall be conclusive and binding. You hereby undertakes to co-operate with UNIPaaS to the maximum extent possible in the prosecution or defense of an Claim brought against an Indemnified Party or by an Indemnified Party against a third party, in relation to any Transaction or dealing with or for you.

9.4. Exclusion And Limitation Of Liability

- 9.4.1. UNIPaaS shall not be liable for any failure to perform (nor any defective or delayed performance of) any of its obligations under this Agreement if and to the extent that such failure is due to:
- 9.4.2. Circumstances beyond its reasonable control, including: (a) any machine, data-processing system or transmission link failing to work for reasons beyond UNIPaaS' (or its authorized representative's) reasonable control; (b) any industrial disputes taking place; or (c) any natural disaster, epidemic, other parties' strikes or lockouts, war, invasion of armed forces, insurrection or any other event beyond UNIPaaS' control; (b) any cessation or interruption of any part of the Services which are due to any act or omission of a third party (including, but not limited to, Acquirers, Other Financial Institutions and Card Schemes); (c) UNIPaaS taking steps to comply with any relevant requirement under the Rules or any Applicable Law or the requests of any Regulatory Authority; (d) your failure to provide complete and/or correct Data to UNIPaaS, any Other Financial Institution or Card Scheme or your negligence and/or breach of this Agreement; (e) suspension of Services performed in accordance with the terms hereof; (f) your breach of this Agreement, negligent, wrongful or bad faith acts or omissions; (g) any deferment/withholding of any Remittance otherwise due to you, effected pursuant to the terms hereof.
- 9.4.3. Notwithstanding the aforementioned, the maximum total liability UNIPaaS may be required pay under or in connection with this Agreement (whether in contract, tort, including negligence, or otherwise) for any event or series of connected events (and whether UNIPaaS or any of its employees, staff, agents, subcontractors or third parties acting on its behalf commit an act, fail to act or fail to meet a legal duty), will not be more than the aggregate amount of Fees you paid to UNIPaaS in the 3 calendar months period preceding the date upon which the cause of action arose.
- 9.4.4. Neither UNIPaaS, any Other Financial Institution nor their affiliates or agents will be liable to you in any circumstances for any Losses arising under or in connection with this Agreement which are any type of special, punitive, consequential or indirect Losses, including without limiting the foregoing, Losses of business, business interruption, data or corruption of data, reputation, opportunity or profit.
- 9.4.5. Nothing in this Agreement shall exclude or limit any liability for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused or to the extent that any such exclusion or limitation is not permitted by Applicable Laws, or any other liability to the extent it cannot be lawfully excluded or limited.

9.5. Disclaimer of Warranty

- 9.5.1. The parties recognize that the Services are provided on an "as-is" and "as available" basis. Except as expressly provided herein and to the extent permitted by Applicable Law, any and all other warranties are explicitly disclaimed, including warranties of any type or nature whatsoever whether express, implied, statutory or otherwise, including, without limitation warranties of merchantability, suitability, satisfactory quality, fitness for a particular purpose or use, or accuracy in relation to or arising out of or in connection to any information provided, the Services or otherwise to performance hereunder.
- 9.5.2. UNIPaaS makes no warranties or representations about the accuracy or completeness of the Services and or that the Services will be uninterrupted, timely, secure, or error free or that defects in the operation or functionality will be corrected. This exclusion of liability shall not apply in the event of any proven criminal, dishonest or fraudulent acts on UNIPaaS' part.

9.6. Intellectual Property

- 9.6.1. As between you and UNIPaaS, UNIPaaS and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the Services and Documentation (collectively, "UNIPaaS IP") or any copies thereof. UNIPaaS IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in UNIPaaS IP not expressly granted to you in this Agreement are reserved.
- 9.6.2. UNIPaaS grants you a limited, non-exclusive, non-transferable right, during the term of this Agreement, to access and use the Services for the purposes set forth herein, for your internal business purposes, subject to and in accordance with the terms and conditions hereof.
- 9.6.3. You may not (a) distribute, sell, license, sublicense, assign, reproduce, transfer, pledge, or share the Services and any part there for the benefit of any third party; or (b) make the Services or any part thereof available to others in a service bureau or outsourcing arrangement or for any other commercial time-sharing, data processing or other third party use.
- 9.6.4. You hereby grant to UNIPaaS and any applicable Other Financial Institution, a worldwide, non-exclusive, limited (for the term hereof) and royalty-free license to use your Intellectual Property Rights to the extent required for the provision of Services and to make public disclosure of the Parties' relationships hereunder.
- 9.6.5. Any and all use by you of Scheme Marks or if UNIPaaS Intellectual Property Rights, shall be subject to UNIPaaS' prior written consent and strictly limited to the manner of use as approved by and UNIPaaS
- 9.7. Service Adjustments and Agreement Variations
- 9.7.1. UNIPaaS and Other Financial Institutions may, from time to time, make changes, adjust the terms, conditions, specifications, content and interfaces of the Services which are necessary to comply with any Applicable Law, the Rules or any Card Scheme instructions, or make changes which do not materially affect the nature or quality of the Services. Such adjustments may result in changes to the Operating Instructions and are not subject to prior written notice or any right of termination hereunder. If such adjustments or changes lead to a change in software, interfaces or operating procedures, UNIPaaS shall notify you as soon as reasonably practicable prior to the implementation of such adjustments or changes.
- 9.7.2. UNIPaaS may amend this Agreement at any time. You will be provided with notice of amendments through email (which may originate from UNIPaaS or from the Platform) or via a dashboard, and/or UNIPaaS's website or Platform's website. You agree that any changes to this Agreement will be binding on you within 60 days after the amendment is made by UNIPaaS. If you elect to not accept the said changes, you must provide notice to UNIPaaS to legal@unipaas.com before the changes come into force and immediately cease using the Services. In this case you will have the right to terminate the Agreement without any charge. Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Agreement.
- 9.8. Confidentiality
- 9.8.1. We will only use Data received from you as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any personal data to market to Customers unless it has received the express consent from a specific Customer to do so. You may

not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Rules.

9.8.2. You undertake to comply with the Payment Card Industry Data Security Standards (“PCI-DSS”) and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the “PCI Standards”). The PCI Standards include requirements to maintain materials or records that contain payment card or Transaction data in a safe and secure manner with access limited to authorized personnel. You will promptly provide us, or any applicable APM or APMP, with documentation demonstrating your compliance with the PCI Standards upon our request. If you will be using our payment solutions such as WebSDK and/or Payment-Link, and you declare that you will not be processing or storing sensitive credit card data information, then you will be asked to complete and sign an SAQ-A. Alternatively, if you are processing and/or storing sensitive credit card data information, then you must be PCI Certified, and we will require you to provide us a completed and signed SAQ-D and a PCI Certificate, validating your PCI status. If you are unable to provide documentation sufficient to satisfy us, the APMs, or their APMPs, that you are compliant with the PCI Standards, then UNIPaaS, and any applicable APM or APMPs, may terminate your merchant account within 30 days, until you have proven to be PCI compliant.

9.9. Assignment, Sub-Contracting And Novation

The Agreement is personal to you and you may not assign, novate or transfer it or any of its rights or obligations thereunder. UNIPaaS shall be entitled at any time to assign, transfer or novate the Agreement, its rights and obligations hereunder or any part thereof or to sub-contract its obligations hereunder, without your consent. Upon request, you shall execute any documents required to effect any such assignment, transfer, novation or subcontract.

9.10. No Waiver

No failure or delay by UNIPaaS in exercising any of its rights or remedies provided under the Agreement or under Applicable Law shall be construed as a waiver or release of that right or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. The Parties agree and acknowledge that the doctrine of affirmation, by which a Party is deemed to have affirmed a decision to proceed with a contract notwithstanding the enlivening of a right to terminate, shall have no application to the Agreement. No single or partial exercise of UNIPaaS’ rights or remedies under the Agreement or under Applicable Law shall preclude or restrict the further exercise of such right or remedy. A waiver by UNIPaaS of a breach of any provisions of the Agreement shall not constitute a waiver of any other breach, and shall not affect the other provisions, of the Agreement. The rights and remedies of a Party under the Agreement are cumulative and not exclusive of each other or of any rights or remedies provided by Applicable Law.

9.11. Notices and Other Communications

9.11.1. By registering for a UNIPaaS Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from us (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

9.11.2. You agree that we can provide Notices regarding the Services to you through our website or through our Service, or by mailing Notices to the email or physical addresses identified in your UNIPaaS Account. Notices may include notifications about your UNIPaaS Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

9.12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and UNIPaaS for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and UNIPaaS, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect

9.13. Severability

9.13.1. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term “including” or “such as” is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision

9.13.2. Save as expressly provided herein, this Agreement is not intended to confer any benefit on any third party, and a Person who is not party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement.

9.14. Governing Law And Jurisdiction

This Agreement and any Dispute, shall be governed by and construed in accordance with English law. The Parties irrevocably agree, for their sole benefit that, subject as provided below, the English Courts shall have exclusive jurisdiction over any Dispute (including non-contractual disputes or claims). Nothing in this clause shall limit UNIPaaS’ right to initiate proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings by UNIPaaS in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. you waive any objection to any proceedings in such courts pursuant to this clause on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum. Any proceedings brought by you against UNIPaaS in respect of a Dispute must be brought in the English Courts.

9.15. Regulatory Information

UNIPaaS Financial Services Limited, is a private limited company registered in England and Wales, under company registration number 12314440, and whose registered office address is at 64 New Cavendish Street London Greater London W1G 8TB. UNIPaaS Financial Services Limited is authorized and regulated by the UK Financial Conduct Authority (FCA register No. 929994).

Schedule 1

Privacy Addendum - Data Processing Agreement

This Privacy Addendum - Data Processing Agreement (“DPA”) forms part of any written or electronic agreement between, you, the SPONSORED MERCHANT (“you” or “SM”) and UNIPaaS Financial Services Limited., (“UNIPaaS”), having its principal place of business at 64 New Cavendish Street, London, England, W1G 8TB, such as the Sponsored Merchant Services Agreement signed between the parties (“SMA”) and under which UNIPaaS Processes Personal Information on SM’s behalf. Capitalized undefined terms used herein have the meaning given to them in the SMA.

As stipulated in the SMA, to receive the UNIPaaS Services, you agree to provide us with Personal Information which may include, among others, your name or your business or trade name, physical address, email, phone number, tax identification number, bank account number, proof identity, proof of address and certain other information about you that we require. You also agree that we collect personal information about your beneficial owners, principals, and your UNIPaaS account administrator. You also agree to provide us with your customers (End Users) Personal Information for Processing to provide you the UNIPaaS Services as stipulate in this DPA.

You also acknowledge and agree that UNIPaaS uses a tool provided by Plaid Financial Ltd (together with any of its affiliated entities, “Plaid”) for Account Initiation Services (“AIS”) and Payment Initiation Service (“PIS”) under which Processing information, including your Personal Information and your customers (End-Users) Personal Information, is required, and you hereby consent to such Processing, including the sharing of such information from Plaid to UNIPaaS and you agree that you shall obtain all necessary consents for such Processing for the AIS and PIS services.

1. Processing of SM Personal Information

1.1. Processor designation. The parties acknowledge and agree that with respect to the Personal Information that UNIPaaS Processes for and on behalf of SM (“SM Personal Information”) to provide the Services, which Processing may include, by way of example the Processing detailed on Description of the Processing (Appendix - Part 1), that UNIPaaS is a “processor” or “service provider” (“Processor”) and SM is the “controller”, under Applicable Data Protection Laws, under which processor is acting on SM's instructions.

1.2. Authorization to Process. Processor will process Personal Information for and on behalf of SM to provide such Services, and Processor is authorized to Process SM Personal Information solely in connection with the following activities:

1.2.1. Services in accordance with the SMA and any applicable agreement(s), including, without limitation, any exhibits, schedules, and applicable price schedule(s), to provide the Services, and any Processing required under applicable law or regulations;

1.2.2. Based on the instructions of SM and in its use of the Services, UNIPaaS transfers Personal Information to acquiring banks, issuing banks, payment processors providing services on behalf of acquiring banks, credit/debit card companies, service providers performing payer authentication services and AIS and PIS payment service providers used by SM;

1.2.3. As reasonably necessary to enable UNIPaaS to comply with any other directions or instructions provided by SM; and

1.2.4. To support the creation of models for UNIPaaS’ security and fraud prevention tools for use by the SMs of UNIPaaS.

2. Compliance with Law. Each of UNIPaaS, in its provision of Services to SM, and SM, in its use of the Services, shall process SM Personal Information in accordance with Applicable Data Protection Law.

3. SM obligations

3.1. SM shall provide its End-User(s) with all privacy notices, information and any necessary choices and shall obtain any necessary consents to enable the parties to comply with Applicable Data Protection Law;

3.2. Where required by Applicable Data Protection Law, SM shall promptly inform Processor when SM Personal Information must be corrected, updated, and/or deleted;

3.3. SM shall ensure that at the point of transferring SM Personal Information to Processor, the SM Personal Information is adequate, relevant and limited to what is necessary in relation to the Processing

envisaged under the SMA and this DPA; and

- 3.4. SM shall comply (and ensure that its third party auditors comply) with Processor's relevant security policies and appropriate confidentiality obligations as set out in the SMA.
4. Parties obligations
 - 4.1. Applicable Data Protection Law. To the extent necessary to enable SM to comply with its obligations under Applicable Data Protection Law, UNIPaaS further agrees to comply with any required provisions of the GDPR Schedule (other than when acting in accordance with Section 1.2 above (Authorization to Process) of this DPA).
 - 4.2. Data Subject Rights. Processor will, to the extent legally permitted, provide reasonable assistance to SM to respond to requests from End-Users to exercise their rights under Applicable Data Protection Law (e.g., rights to access or delete Personal Information) in a manner that is consistent with the nature and functionality of the Services. Where UNIPaaS receives any such request, it shall notify SM and the SM is responsible for handling such requests by an End User in accordance with Applicable Data Protection Law.
 - 4.3. Engaging with Sub-Processors. Processor shall ensure that when engaging with another data processor including any Affiliates (a "Sub-Processor") for the purposes of carrying out specific Processing activities on behalf of SM, there will be a written contract in place between Processor and the relevant Sub-Processor. Such written contracts, to the extent applicable to the nature of the Services provided by the relevant Sub-Processor, will provide at least the same level of protection for SM Personal Information as set out in this DPA.
 - 4.4. Staff. Processor shall ensure that persons authorized to process SM Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - 4.5. Each party shall maintain records of all Processing operations under its responsibility that contain at least the minimum information required by Applicable Data Protection Law, and shall make such information available to any regulator upon request;
 - 4.6. Parties shall promptly notify on another and cooperate with the other entity if it believes that it is in breach of, or may no longer be able to comply with, any of the terms of this DPA (including if it believes that compliance with this DPA or an instruction under it would or does infringe any Applicable Data Protection Law). The parties shall cooperate with each other and provide such information and assistance for comply with its obligations under Applicable Data Protection Law and to deal with and respond to all investigations and requests for information relating to the SM Personal Information (including End-Users) processed under this DPA from a Data Subject or from a regulator.
 - 4.7. SM shall obtain all necessary consents and appropriate privacy notices for the implementation of AIS and PIS Services. Security of Processing. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, parties shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to that risk. In assessing the appropriate level of security, Processor shall, in particular, take into account the risks that are presented by the Processing, in particular from unauthorized or unlawful Processing, accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to SM Personal Information transmitted, stored or otherwise Processed. Processor shall provide reasonable assistance to SM in ensuring SM meets its own compliance obligations with respect to these same security measures.
 - 4.8. Security Breach
 - 4.8.1. In the event of an actual Security Breach (defined below) affecting SM Personal Information contained in Processor's systems, parties shall (i) investigate the circumstances, extent and causes of the Security Breach and report the results to SM and continue to keep SM informed on a regular basis of the progress of the investigation until the issue has been effectively resolved; and (ii) cooperate with one another in any legally required notification by SM of affected End-Users. The obligations herein shall not apply to Security Breaches caused by SM or SM's End-Users.
 - 4.8.2. parties shall notify one another without undue delay upon it or any Sub-Processor or SMA's End-User becoming aware of an actual Security Breach affecting SM Personal Information, providing

- the SM with sufficient information and reasonable assistance to allow SM to meet its obligations under Applicable Data Protection Law to (i) notify a Supervisory Authority (as defined under Applicable Data Protection Law) of the Security Breach; and (ii) communicate the Security Breach to the relevant Data Subjects.
- 4.8.3. Notice to SM in accordance with Section 4.8.2 of this DPA shall be made by sending an email and/or text message to the email address and/or mobile phone number.
- 4.8.4. Except as required by applicable law or regulation, the notifying party will not make (or permit any third party to make) any statement concerning the Security Breach that directly or indirectly references the other party, unless the other party provides its explicit written authorization.
- 4.9. Deletion and Retention. Processor shall, at the choice of SM, delete or return all SM Personal Information upon termination of the SMA and delete existing copies unless storage is required by applicable law or the Rules.
5. Miscellaneous. The terms of this DPA shall apply only to the extent required by Applicable Data Protection Law. To the extent not inconsistent herewith, the applicable provisions of the SMA and the agreement(s) (including without limitation, indemnifications, limitations of liability, enforcement, and interpretation) shall apply to this DPA. In the event of any conflict between this DPA and the terms of an applicable agreement, the terms of this DPA shall control solely with respect to data processing terms where required by Applicable Data Protection Law, and, in all other respects, the terms of the applicable agreement shall control. Notwithstanding any term or condition of the DPA, the DPA does not apply to any data or information that does not relate to one or more identifiable individuals, that has been aggregated or de-identified in accordance with Applicable Data Protection Law, or to the extent that UNIPaaS and SM have entered separate data processing terms that address the subject matter hereof.
6. Definitions. Unless otherwise defined in the SMA and the DPA (as follows), all terms in this DPA shall have the definitions given to them in Applicable Data Protection Law.
- 6.1. "Applicable Data Protection Law" means any law or regulation pertaining to data protection, privacy, and/or the Processing of Personal Information, to the extent applicable in respect of a party's obligations under the SMA and this DPA. For illustrative purposes only, Applicable Data Protection Laws include, without limitation, and to the extent applicable, the General Data Protection Regulation (Regulation (EU) 2016/679 (the "GDPR") and any associated regulations or any other legislation or regulations that transpose or supersede the above;
- 6.2. "End-User(s)" means any person that purchases goods or services of SM, whose information is submitted by SM to UNIPaaS during the course of SM using the Services hereunder;
- 6.3. "Personal Information" means all data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person ("Data Subject") or household or that is regulated as "personal data," "personal information," or otherwise under Applicable Data Protection Law. For the avoidance of doubt, this includes any information relating to an End-User (your customer) as defined in the SMA;
- 6.4. "Process" or "Processed" or "Processing" means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;
- 6.5. "Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information. A Security Breach includes a "personal data breach" (as defined in the GDPR), a "breach of security of a system" or similar term (as defined in any other applicable privacy laws) as well as any other event that compromises the security, confidentiality or integrity of Personal Information.

SCHEDULE A
GENERAL DATA PROTECTION REGULATION

This GDPR Schedule applies in addition to any terms set forth in the body of the DPA (and is incorporated therein) when the GDPR applies to your use of Services. Capitalized terms not defined herein have the meaning assigned to them under the DPA. To the extent there are any conflicts between this GDPR

Schedule and the DPA, this GDPR Schedule shall prevail.

1. Processor Obligations
 - 1.1. Processing of SM Personal Information. Processor shall Process SM Personal Information only on documented reasonable instructions from SM (including instructions with respect to transfers of SM Personal Information to a third country, if applicable) unless Processor is required to otherwise Process SM Personal Information by Applicable Data Protection Law. In such circumstances, Processor shall inform SM of that legal requirement before Processing, unless prohibited from doing so by applicable law, on important grounds of public interest.
 - 1.2. Use of Sub-Processor
 - 1.2.1. SM acknowledges and agrees that Processor may engage with its affiliate or third-party Sub-processors.
 - 1.2.2. Processor shall make available a list of Sub-Processors for the Services. A current list of the Sub-Processors can be found here: [Sub Processors](#). Processor will update the list to reflect any addition, replacement or other changes to the list of Sub-Processors. In the event SM objects to Processor's change or addition of Sub-Processor, SM shall promptly notify Processor of its objections in writing.
 - 1.2.3. Processor may, at its option, undertake reasonable efforts to make available to SM a change in the Services or recommend a commercially reasonable change to SM's configuration or use of the Services to avoid Processing of SM Personal Information by the objected-to new Sub-processor. If Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, SM may terminate the DPA and the SMA with respect to only those aspects of the Services, which cannot be provided by Processor without the use of the objected-to new Sub-processor by providing written notice to Processor. If the Services as a whole cannot be performed without the objected-to new Sub-Processor, SM may terminate the entire DPA and SMA.
 - 1.2.4. Processor agrees not to impose a penalty for any termination under Section 1.2.3 of this GDPR Schedule on SM. Processor reserves the right to maintain its Sub-Processor list of its Sub-Processors online (as provided above). SM provides authorization for Processor to engage with the Sub-Processors listed by UNIPaaS online (as provided above).
2. Data Protection Impact Assessments and Prior Consultation with Regulator
 - 2.1. Processor shall immediately inform SM if, in Processor's opinion, SM's instructions would be in breach of Applicable Data Protection Law. SM agrees that Processor shall be under no obligation to take actions designed to form any such opinion.
 - 2.2. Processor shall provide reasonable assistance to SM with any legally required (a) data protection impact assessments; and (b) prior consultations initiated by the SM with its regulator in connection with such data protection impact assessments. Such assistance shall be strictly limited to the Processing of SM Personal Information by Processor on behalf of SM under the DPA taking into account the nature of the Processing and information available to the Processor.
3. Demonstrating Compliance with this DPA
 - 3.1. Processor shall make available to SM all information necessary to demonstrate compliance with its obligations under this DPA and allow for (and contribute to) audits, including inspections conducted by SM or another auditor under the instruction of the SM for the same purposes of demonstrating compliance with obligations set out in this DPA.
 - 3.2. SM's right under Section 3.1 of this GDPR Schedule is subject to the following:
 - 3.2.1. if Processor can demonstrate compliance with its obligations set out in this DPA by adhering to an approved code of conduct, by obtaining an approved certification or by providing SM with an audit report issued by an independent third party auditor (provided that SM will comply with appropriate confidentiality obligations as set out in the DPA and shall not use such audit report for any other purpose), SM shall not conduct an audit or inspection under Section 3.1 above;
 - 3.2.2. in acknowledgement of the time, expense and disruption to business associated with performing audits and inspections involving interviews and onsite visits, SM agrees to only conduct such audits and inspections on condition that SM can demonstrate such audit or inspection is necessary beyond the information made available by Processor under Section 3.1 above. Such

audits and inspections, shall be at reasonable intervals (but not more than once per year) upon not less than 60 days' notice and at a date mutually agreed by the Parties, provided that the audit will (i) not disrupt Processor's business; (ii) be conducted during business hours and at the SM's expense; (iii) not interfere with the interests of Processor's other SMs; and (iv) not exceed a period of two successive business days.

4. Cross-Border Transfers

- 4.1. Processor shall comply with SM's documented instructions concerning the transfer of SM Personal Information to a third country.
- 4.2. The Processor shall only Process or otherwise transfer any SM Personal Information outside the European Economic Area ("EEA") in compliance with the Applicable Data Protection Law unless otherwise required by applicable law to which the Processor is subject; in such case, the Processor shall inform SM of that legal requirement before undertaking such processing of SM Personal Information unless such applicable law prohibits such information on important grounds of public interest.
- 4.3. SM agrees and acknowledges that Processor may transfer and store certain SM Personal Information (relating to individuals located in the EEA) in the United States. SM consents to the transfer of certain SM Personal Information (relating to individuals located in the EEA) by Plaid to Plaid Inc., outside the European Union or the EEA or the United Kingdom in accordance with Applicable Data Protection Law for the provisions of AIS and PIS services.
- 4.4. The controller to processor standard contractual clauses (as set out in Commission Decision C(2010)593 dated 5 February 2010 made under Directive 95/46/EC of the European Parliament and of the Council as amended or superseded from time to time) (the "C2P Standard Contractual Clauses") apply with respect to any transfer of SM Personal Information to UNIPaaS and any of its affiliated entities in the United States or other third countries ("UNIPaaS Entities"). The parties acknowledge and agree that:
- 4.5. the C2P Standard Contractual Clauses are hereby incorporated by reference;
- 4.6. SM and any of its commonly owned or controlled affiliates that have signed an agreement for Services ("SM Entities") shall be deemed to be "data exporters" for purposes of the C2P Standard Contractual Clauses;
- 4.7. the UNIPaaS Entities shall be the "data importer" for the purposes of the C2P Standard Contractual Clauses;
- 4.8. the SM Entities and the UNIPaaS Entities shall each comply with their respective obligations in the C2P Standard Contractual Clauses;
- 4.9. if there is any conflict or inconsistency between a term in the body of this DPA, an agreement and a term in the C2P Standard Contractual Clauses incorporated into this DPA, the term in the C2P Standard Contractual Clauses shall take precedence;

Appendix to the Data Protection Schedule

Part 1 – Description of the processing

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of the services set out in this DPA between UNIPaaS and SM.
Duration of the processing	The duration of the processing of personal data by UNIPaaS under this DPA is the period of this DPA and the longer of such additional period as: (i) is specified in any provisions of this DPA regarding data retention; and (ii) is required for compliance with Applicable Law.
Nature of the processing	Such processing as is necessary to enable UNIPaaS to comply with its obligations, pursue its legitimate interests, exercise its rights under this DPA, and to comply with its statutory obligations, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Purpose of the processing	The performance of UNIPaaS' obligations, exercise of its rights under this DPA, the pursuit of its legitimate interests, its compliance with statutory obligations, including the performance of functions required or requested by the SM.
Personal data types	Personal data provided to UNIPaaS by or on behalf of the SM, including personal data provided directly to UNIPaaS by a data subject or third party: (i) on the instruction or request of the SM; or (ii) on the request of UNIPaaS where UNIPaaS has been authorised to make such request by the SM or is legally required to make such request. The personal data processed under this DPA will include (depending on the scope of Services provided): name; address; date of birth; gender; nationality; location; email address; billing address; address; Country; Country code; zip code; post code; user ID; telephone number; IP address, primary account number and associated card information (or similar number or code identifying an APM); a type of identification document; bank statements, proof of address, utility bill, bank account details;
Categories of data subjects	Personal data related to individuals associated with the SM (including its past, current, and future shareholders and directors). Personal data related to individuals purchasing goods and/or services from the SM.
Obligations and rights of the processor	As set out in this DPA .

Part 2 – Authorised sub-sub-processors and categories of sub-sub-processor

Authorised sub-sub-processor / category of sub-processor	Description of the processing carried out by the sub-processor / category of sub-sub-processor
Other members of the UNIPaaS Group	Any of the processing carried out by UNIPaaS
UNIPaaS partners, service providers, affiliates and subsidiaries	Use of personal data in the provision of ancillary services, and other services necessary to support the provision of the Services.
Any applicable APM Provider, Financial Institution, Scheme and their respective sub-processors, (including sub-processors located outside the EEA), AIS and PIS payment services providers	Use of personal data in the provision of ancillary services and other services necessary to support the provision of the Services.
Compliance service providers	Use of personal data in the performance of checks to identify politically exposed persons, persons that are subject to sanctions and other checks required by laws to which UNIPaaS is subject.
Technology service providers used in the administration of the Services and fraud services	Use of personal data to facilitate the provision of Services (including ancillary services) and fraud services.

Schedule 2

Data Disclosure, Use and Requirements

The Following are the terms and guidelines which describe the data which is to be disclosed to UNIPaaS by you, the Sponsored Merchant, as part of the Services which are provided to you as described in the Sponsored Merchant Agreement above.

During the Term of the Agreement and as long as you use the Services you agree and undertake as follows:

1. Provision and Disclosure of Data And Information

- 1.1. UNIPaaS may, from time to time, request you to provide copies of Data, in which event you shall provide such copies, in such format specified by UNIPaaS, within 10 days of such request being received.
- 1.2. At all times throughout the Term of the Agreement (and for such subsequent period as may be necessary thereafter) you undertake to: (a) promptly disclose to UNIPaaS or any Other Financial Institution such accurate, complete and reliable information as UNIPaaS or the Other Financial Institution require(s) relating to the performance of the Services or obligations under this Agreement, the Rules or Applicable Law; (b) take all reasonable steps to assist UNIPaaS or any Other Financial Institution in handling any Claim or query raised by a Buyer, a Card Issuer, a Card Scheme or any other third party in relation to the Services or any Transaction, Chargeback, Refund, Representation or Retro-Charge; (c) co-operate in providing any Other Financial Institution with all information requested by it in order for you or your Transactions to be accepted by such Other Financial Institution or otherwise to enable UNIPaaS or Other Financial Institution to provide you with any of the Services (or any part thereof); (d) to enable UNIPaaS to assess your financial position throughout the term of the Agreement, provide UNIPaaS with your latest audited accounts and any other accurate, complete and reliable information UNIPaaS may reasonably require (including but not limited to SM management accounts).
- 1.3. You hereby authorize UNIPaaS and any Other Financial Institution (including the credit institution at which SM maintains the Merchant Bank Account) to use, share and release Data and any other information relating to you, the Services or the Card Schemes (or, if instructed by UNIPaaS, you shall provide such Data or information or procure that such Data or information is provided) to any Person, UNIPaaS respective officers, Card Issuers, Card Schemes, Regulatory Authorities, law enforcement agencies, fraud prevention agencies and credit reference agencies: (a) for the purpose of fulfilling UNIPaaS or any Other Financial Institution's obligations under the Agreement or the Rules or requirements of a Card Scheme or otherwise as required by Applicable Law; (b) to assess financial and insurance risks; (c) in relation to any breach of, or to enforce, this Agreement; (d) to recover debt or in relation to your insolvency; (e) to develop customer relationships, services and systems; (f) to prevent and detect fraud or crime; (g) in the course of any investigation by UNIPaaS, any Other Financial Institution or any third party into any suspected criminal activity; (h) regarding information security, the risk of fraud, sector risk and credit risk; and (i) to enable the Card Schemes to assign a Reason Code to any undesirable act or omission.
- 1.4. You shall advise UNIPaaS in writing as soon as you become aware of any: (a) other agreement that you enter into concerning acceptance of Transactions; (b) act, omission or error which does or may cause material loss or damage to UNIPaaS or any Other Financial Institution; (c) actual or suspected violation or compromise of the security or integrity of any Data or any other information relating to the Services or the Card Schemes or any of UNIPaaS' Confidential Information at any time obtained or held by you.
- 1.5. UNIPaaS may make periodic searches of and provide information about you to credit reference agencies, fraud prevention agencies, Card Issuers, Card Schemes and Other Financial Institutions to manage and take decisions about their relationship or prospective relationship with you. Such information may be used by other credit providers to take decisions about your financial associates. UNIPaaS may also review your business activities (including by electronic means) to monitor your compliance with the Agreement.
- 1.6. UNIPaaS may disclose information concerning you to third parties where we aggregate data to facilitate cross-industry analysis and comparisons.
- 1.7. In the event that UNIPaaS may consider that any of your acts omissions fall within a Reason Code, details of any such act or omission shall be provided to you. In addition, the fact of termination of the Agreement and the Reason Code forming the grounds for termination shall be provided to (and may be recorded by) the Card Schemes and thereafter may be maintained by them in accordance with their

normal practice. The aforementioned database records are available for enquiry by any Acquirer and Card Issuer. In certain circumstances, they are also made available to crime enforcement authorities.

2. Right of Audit

- 2.1. UNIPaaS, Card Schemes, Other Financial Institutions and Regulatory Authority shall be entitled to conduct annual or incident based audits. Upon request, you agree to disclose any required information and allow access and fully cooperate with any financial, technological, security, compliance with Applicable Law and Rules inspection, investigation or audit that may be conducted by the aforementioned entities to ensure compliance with the Rules, Applicable Law and provisions of the Agreement. The aforementioned may include inspection of your business premises during normal business hours, require you to make available Cardholder information and may include security audits (e.g. a PCI CSS audit) ("Audit").
- 2.2. Audits may particularly relate as to whether, and the extent to which, your organizational measures are appropriate in comparison to the standards customary in the trade to prevent any unauthorized use or other manipulation of any kind of your systems. You must ensure that all inspections, investigations and/or audits can be carried out directly in relation to and at the business premises of the technical service providers and other subcontractors commissioned by you.

Schedule 3

Declarations and undertakings with respect to Sponsored Merchant ("SM") services, websites and applications

This declaration and undertaking is being submitted by and on behalf of SM as part of and subject to the provisions of the Agreement to which it is attached.

If you receive our Services through a Platform, sections 2,3, 4, 5, 8, 18-22, 32, 34, 35, 36 & 37 below may not apply to you, unless applicable to you in part.

SM hereby represents, covenants and warrants that upon signature of this declaration and throughout the term of the Agreement as following:

1. In this document any capitalized terms shall have the meaning ascribed to them in the Agreement or the Rules, unless expressly stated otherwise. Declaration, confirmations, representations and undertakings herein are true to signature date and shall remain true and in effect for the term of the Agreement between the parties.
2. SM owns and operates the URLs, websites and applications listed below (jointly the "Websites") and has full control and authorization of the Websites' content. In this document 'Website' shall include any and all subpages and webpages included under/in or referred by the URLs and websites identified below.
3. SM is legally and contractually obligated to immediately provide an update to the Websites list by submitting a new declaration form in a format as shall be provided by Designated Acquirer and UNIPaaS.
4. All transactions that will be processed in connection with the Services will be originated only from the Websites AFTER each of the Websites has been approved by Designated Acquirer and UNIPaaS in writing.
5. SM is the owner of all sales traffic that originates from the Websites.
6. SM is the goods and/or services provider to the Customers and is the owner of all sales traffic originated from such goods and/or services. SM's use of Designated Acquirer and UNIPaaS' Platform and Services shall comply in all matters with the provisions of the Agreement.
7. SM may not include any statement that waives or seeks to waive a consumer's right to dispute the transaction with the respective Scheme or Card Issuer.
8. SM acknowledges and agrees to comply with and observe and that the Websites shall comply and observe all Rules and Applicable Law including without limitation PCI-DSS (Payment Card Industry Data Security Standard) regulations. If SM will be using our payment solutions such as WebSDK and/or Payment-Link, and SM declares that SM will not be processing or storing sensitive credit card data information, then SM will be asked to complete and sign an SAQ-A. Alternatively, if SM is processing and/or storing sensitive credit card data information, then SM must be PCI Certified, and UNIPaaS will require SM to provide UNIPaaS a completed and signed SAQ-D and a PCI Certificate, validating your PCI status.
9. SM undertakes to confirm the identity of Customers in full compliance with Applicable Law including but not limited to Anti-money Laundering directive and laws and SM will not honor any Payment Method if it has expired or if the Transaction has not been undertaken in good faith by Customer. In addition, SM may require additional identification if such information is required to complete the Transaction, such as for mail order, telephone order, or electronic commerce transactions. SM specifically acknowledges and agrees that Designated Acquirer may have regulatory obligations to audit SM's performance hereunder including but not limited to requesting SM to provide the information and documentation collected on Customers and SM shall cooperate fully with such requirements.
10. SM shall prominently and clearly disclose and inform Customers at all points of interaction: (a) of the SM's identity so that the Customer can readily distinguish SM from any other party such as a supplier of goods or services to SM; (b) the location (physical address) of SM and fixed place of business through which it conducts its business to enable the Customer to easily determine, among other things, whether the Transaction will be a 'Domestic Transaction' or a 'Cross-border Transaction' as such terms are used in the Rules; and (c) Customer is easily able to understand that the SM is responsible for the Transaction, including delivery of the goods (whether physical or digital) or provision of the services that are the subject of the Transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transaction. The SM location will be disclosed before the Customer is prompted to provide Card information. SM name and location, as disclosed to the Customer, must be the same as what is provided in authorization and clearing Transaction messages.

11. The name of UNIPaaS and SM must be included in the Transaction receipt, the billing statement and the clearing record and must remain the same across all transaction receipts, billing statements and clearing records.
12. SM will honor, without discrimination, any Card properly submitted for payment and must maintain a policy to that effect. SM must not refuse to accept any Card on the basis of the identity of the Card Issuer or Cardholder or prevent use of a Card for domestic or intra-EU Transactions. Cardholders will be entitled to the same services and return privileges that the SM extends to cash customers.
13. SM represents and warrants that the person whose name is submitted as Customer has made the Transaction with SM.
14. SM shall not submit any data to UNIPaaS or Designated Acquirer in respect of any Transaction where a Customer has withdrawn authorization for such Transaction.
15. SM shall only submit to UNIPaaS or Designated Acquirer the Customer's payment details required for the processing of the Transaction.
16. All Transactions must be electronically authorized by UNIPaaS and Designated Acquirer regardless of the amount and SM must request Authorization from UNIPaaS and Designated Acquirer for each Transaction submitted thereby.
17. Prior to submitting any transaction, SM must electronically record and with each request for Authorization shall include the following information (to the extent applicable): (a) the Card account number, validation date and/or expiration date of the Card, if one appears on the Card; (b) the Card security code (e.g. card pin number, Visa CVV, CVV2 or Pin Block or MasterCard CVC2 number etc.) shall be included in the request and must be deleted after the authorization request has been made; (c) the name, address and telephone number of the End User, (d) the amount underlying the Transaction, (e) an authorization code, if required, (f) in lieu of the End User's signature, a notation of, as applicable, (i) mail order (MO), (ii) telephone order (TO), (iii) e-commerce order (EO), or (iv) pre-authorized order (PO) on the signature line, and (g) notification that the order is a pre-authorized order, if applicable, (h) date of the transaction, and (h) such additional information as may from time to time be required by UNIPaaS or Designated Acquirer, including with respect to any non- Card Transactions.
18. For Recurring Transactions (if applicable), SM shall indicate that the Transaction is a recurring transaction in the payment page and in SM's terms of use and that SM receives, in accordance with Applicable Law and Rules, prior express confirmation from Customer at the point of sale or checkout to purchase goods or services through multiple transactions, the dates and frequency of the recurring charge and whether the date is fixed or variable, the amount of the recurring transaction and whether the amount is fixed or variable, the duration of time during which such charges may be made and specify the method of communication for all correspondence. All of the above should also be included on the receipt issued to Customer. SM must retain a copy of such confirmation for the duration of the Recurring Transaction and provide it upon request. Recurring Transactions must be identified as such and follow Rules as to transaction identification and field updates.
19. For recurring transactions, SM shall, using the agreed method of communication: (a) provides Customer with confirmation that a recurring transaction agreement has been entered into (and advise how to cancel such through a simple and easily accessible online procedure); (b) provide notification to Customer, at least seven working days prior to a Recurring Transaction if any of the following is true: (i) More than six months have elapsed since the previous recurring transaction; (ii) a trial period, introductory offer or any promotional activity has expired; or (iii) the recurring transaction agreement has been changed, including, but not limited to any change to the amount of the recurring transaction and/or any change to the date of the recurring transaction.
20. When carrying out a Recurring Transaction, SM must do not: (a) Include any charges or payments other than those referred to in the relevant recurring transaction agreement; or (b) complete a Transaction that is part of a recurring transaction if it receives either a decline response from Scheme or Card Issuer or a cancellation notice from Customer.
21. SM shall not present a Transaction until the goods or services underlying the Transaction have been delivered or provided to Customer or recipient of the goods or services, or Customer has agreed to an advanced debit or a recurring debit. Upon request SM must prove that the above conditions are met.
22. In a delayed delivery transaction whereby Customer makes a deposit towards the full amount of the sale, the Schemes require that SM conducts two separate Transactions using the Services, the first for a deposit and the second for payment of the balance upon delivery of the merchandise or the performance of the services.

23. After completing the Transaction, SM shall provide the Customer with a Transaction receipt in writing or electronically. Said receipt must include a clear transaction ID as well as the SM 's internet address.
24. SM shall present a Transaction for settlement only once. In the event that SM has concluded other card acceptance contracts with other service providers in addition to this Agreement, the SM shall furthermore without exception only ever present one and the same Transaction to one acquirer / payment service provider in each case for settlement (prohibition of multiple presentments).
25. SM shall not submit any Transaction that the SM knows or should have known to be fraudulent or not authorized by Customer or that either knows or should have known to be authorized by a Cardholder colluding with the SM for a fraudulent purpose.
26. Upon request SM shall provide proof that each Transaction presented was based on a legal transaction with Customer which was permitted under this Agreement and in an amount that corresponds to the presented Transaction.
27. SM shall presents records of valid Transactions no later than three (3) Business Days after the date of the Transaction, except, the record must not be presented until after a Transaction is deemed completed, i.e. SM's goods are shipped or SM's services are performed unless, at the time of the Transaction: (i) Customer agrees to a properly disclosed delayed delivery of the goods or services, if SM receive authorization for a delayed presentment (in which case the words "Delayed Presentation" must be noted on the TID), (ii) when SM is obligated by law to retain the sales slip or return it to a Customer upon timely cancellation, in which case, SM should present the record within ten (10) Business Days after the Transaction date, and (iii) when SM has multiple locations and uses a central facility to accumulate and present records. SM must present the record in accordance with Applicable Laws and regulations and, in any event, within thirty (30) Business Days of the Transaction date.
28. SM must securely retain in readable format all written or electronic data and documents with respect to each Transaction, including but not limited to the information as described above, data transmitted by SMs, conversation and correspondence logs, documents transmitted, subsequent actions such as Chargebacks and Refunds and in the case of distance sales by telephone, the date and time of the phone call, the person from whom the instruction to pay was taken, the subject matter of the purchase order and the payment details transmitted by the Customer (but not the card security code). SM shall make the data and documents available immediately upon request. SM must retain the aforementioned data and documents for at least three (3) years unless deletion is mandatory by Applicable Law. SM shall not store any card security code or data.
29. SM agrees not to do any of the following with respect to any Transaction: (1) obtain multiple Authorizations for amounts less than the total sale amount; (2) obtain Authorization for purposes of setting aside Cardholder's credit line for use in future sales; (3) Surcharge. Add any amount to the agreed price of goods or services offered or require any security as a condition for allowing Customer to pay with a Card and shall not put Cardholder in any worse position than other Customer. Where permissible with MasterCard and always subject to Applicable Law, SM may apply different surcharges to Credit Card Transactions, Commercial Card Transactions, Debit Card Transactions and Maestro Transactions. This paragraph does not prohibit SM from offering a discount from the standard price to induce a person to pay by cash, cheque or a particular payment authentication instrument; (4) Reprocessing. Notwithstanding any authorization or request from Customer, SM will not re-enter or reprocess any sales slip or Transaction including but not limited to a sales slip or Transaction which have been charged back; (5) extend credit for or defer the time of payment of the total cash price in any Transaction; (6) honor a Card except in a Transaction where a total cash price is due and payable; (7) make any special charge to or extract any special agreement or security from any Customer in connection with any Transaction; (8) save or keep any Card data (unless PCI-DSS certified); (9) use SM own Card or account, as applicable, or one to which SM has access, to process a Transaction for the purpose of obtaining credit for SM's own benefit; (10) initiate a Refund without a sufficient positive balance in SM's favor held by UNIPaaS; (11) use any software or any data received from UNIPaaS or Designated Acquirer for any other purpose other than for determining whether or not SM should accept Cards or otherwise approve a payment order by Customer in connection with a current sale or lease of goods or services; (12) use any software or any data received from UNIPaaS for credit inquiry purposes or any other purpose not authorized by this Agreement; (13) draw or convey any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or other payment order is processed as non-accepted; (14) accept any payment from Customer in any other form with respect to a charge for goods or services resulting from the use of a Card or APM; (15) present for processing or credit, directly or indirectly, any Transaction that represents the refinancing or transfer of an existing End User obligation that

is deemed to be uncollectible, or that arises from the dishonor of Customer's personal cheque; (16) add any tax to Transactions unless Applicable Law expressly allows SM to do so (in which case any tax, if allowed, must be included in the Transaction amount and not collected separately), (17) accept a Card or APM for paying back a previously granted loan or a cash payment previously made, (18) require a minimum or maximum amount for Card or APM transactions; or (19) submit transactions that have previously been declined through a different own or third party account.

30. SM further undertakes not to use the Services for Transactions relating to any the following ("Prohibited Transactions"): (1) goods and services which do not fall within SM's ordinary course of business as identified by SM and specifically approved by UNIPaaS; (2) sales made under a different trade name and/or business affiliation than indicated in the Agreement or otherwise previously approved by UNIPaaS in writing; (3) sales by third parties; (4) fines, assessments or penalties of any kind, losses, damages or any other costs that are beyond the total sale price for the goods and services; (5) any transaction, content, goods or deliverable that violate any Rule or Applicable Law, including but not limited to anti-money laundering and terrorist financing regulations, anti-bribery laws (FCPA, UK Bribery Act and otherwise) and Data Protection Laws; (6) goods and services which SM knows or should know will be resold by a Customer whom SM should reasonably know is not ordinarily in the business of selling such goods; (7) goods or services that Customer would not reasonably expect to receive and only supply the relevant goods or services in accordance with Applicable Laws; (8) goods or services for which the SM has received or expects to receive payment in any other form; (9) any amounts for which Customer has not specifically authorized payment through the Services; (10) cash, traveler's checks, cash equivalents, or other negotiable instruments; (11) Cash Advances. SM will not deposit any Transaction for the purpose of obtaining or providing a cash advance; (12) Amounts which do not represent a bona fide sale of goods or services by SM ; (13) Illegal, immoral or Brand Damaging Transactions: SM will not submit any Transactions that are illegal under Applicable Law or immoral or those transactions which could damage the goodwill or reflect negatively on Scheme Marks, Other Financial Institutions, Designated Acquirer or UNIPaaS, including but not limited to following examples;(14) prohibited cross border activities, (15) gaming or gambling transactions (unless specifically authorized); (16) Transactions arising from (a) illegal sale of drugs and controlled substances, (b) the non-face-to-face sale of prescription drugs, (c) sale of certain types of drugs or chemicals (such as synthetic drugs, salvia divinorum, psilocybin mushrooms and spores, and nitrite inhalants), (d) illegal sale of tobacco products, (e) sale or distribution of pornography, (f) prostitution, (g) depiction of sexual acts with persons being under the influence of intoxicating agents, hypnosis or with sleeping persons, (h) sale or distribution services based on offering telephone or chat services regarded as being of a sexual nature if the payment is processed through JCB credit cards, (i) illegal sale of child exploitation, (j) content which is subject to the applicable law governing the protection of young persons, (k) sale or distribution of counterfeit merchandise, (l) sale of goods or services in violation of intellectual property rights, (m) sale of illegal electronic devices (such as modification chips and jammers), (n) which include, or are associated with, instructions on how to produce weapons, bombs or other explosive devices, (o) guns, (p) rape, (q) hate, (r) violence, (s) bestiality, (t) illegal, depiction of mutilation of a person or body part, (u) human trafficking and exploitation, and/or (v) illegal sale of goods or products that consist of endangered species or their products.

31. SM specifically acknowledges that SM breach the guidelines set forth in this Agreement in relation to Transactions, SM will be subject to Chargebacks and Assessments, and UNIPaaS and Designated Acquirer shall be entitled to immediately terminate the Agreement.

32. All websites do not and shall not contain any illegal material or material depicting, advertising, promoting or endorsing and illegal or immoral activity and/or activity which is prohibited by Designated Acquirer, UNIPaaS and/or the respective Scheme and such prohibitions shall be conveyed to the SM and including but not limited to Prohibited Transactions.

33. SM undertakes not to use Designated Acquirer and UNIPaaS' system for any Prohibited Transactions e sale of goods or services by SM.

34. All websites shall contain the following information at all times: (i) customer service contact including electronic mail address and/or telephone number, fax number, address, country(ies) of domicile; (ii) what goods and services are offered for sale and complete description of the goods or services; (iii) price of good or service and transaction currency; (iv) returned merchandise and refund/exchange/cancellation policies. If no refund or return will be given, the End User must be advised in writing that the sale is a "final sale" and "no returns" are permitted at the time of the Transaction. End Users must also be advised in writing of any of SM's policies that provide for no-cash refunds and in-store credit only; (v) applicable export and legal terms and restrictions, if known; (vi) delivery policy; (vii) SM's security capability and policy for the

transmission of payment data; (viii) at the point where the payment is executed a clear message that states that a payment is about to be made and any other information required by Applicable Law or Rules; (ix) the Website and SM's consumer data protection policy and method(s) of transaction security; (x) SM's fixed place of business through which it conducts its business, regardless of website or server locations, and if none exists the address for which the SM holds a business license and if none exists the SM's address for correspondence for the payment of its taxes relating to its sales activity; (xi) the way SM's details will appear on the End User's statement with the Payment Method; and (xii) in case of a recurring transaction, an explanation as to how to stop receiving goods and/or services, delivering goods and/or services and related charges.

35. All websites shall also include the following shipping details: (i) time to deliver (which must be lower than ten (10) days); (ii) method of delivery; (iii) shipment fee; (iv) order tracking if applicable; (v) insurance if applicable; (vi) time of charge (upon shipment or upon arrival). If, after the order has been taken, additional delays will be incurred (e.g., out of stock), SM must notify the End User and have the transaction reauthorized.

36. All SM websites shall prominently display an ownership statement identifying the SM stating that the SM is the owner of the Websites and that the SM is responsible for the transaction, including delivery of the products or provision of the services, for customer services and dispute resolution.

37. Designated Acquirer and UNIPaaS may require SM to make any changes to the Website or otherwise that it deems necessary or appropriate to ensure that the SM remains in compliance.

I, the undersigned, hereby declare that all declarations and information provided above are true and correct and that I must inform Designated Acquirer and UNIPaaS prior to making any change which may affect the above, and that any such change is subject to Designated Acquirer and UNIPaaS' prior written approval.

I agree that should any of the above statements be proven false or are not met upon signature of this declaration and throughout the term of the Agreement it shall be considered as breach of the Agreement.

The signee(s) hereby represents and certifies that she/he is signing on behalf of SM and is authorized and empowered, by her/his sole actions, to represent and bind the respective party and to agree to the binding terms and conditions of this declaration.