

## 1 Basis of agreement / Subject of agreement / Purpose of agreement / Interruption of services

### 1.1 Principles of the agreement

Verifone Payments GmbH, Karl-Hammerschmidt-Str. 1, 85609 Aschheim, Germany ("**Verifone**"), is a payment institution supervised by the Federal Financial Supervisory Authority (**BaFin**), Graurheindorfer Str. 108, 53117 Bonn, Germany. Verifone acts as an acquirer in the following global card payment schemes, represented by:

- a) Mastercard Europe SA, Chaussée de Tervuren 198A, 1410 Waterloo, Belgium ("**Mastercard**"), for the payment brands "Mastercard" and "Maestro";
- b) Visa Europe Services Inc, registered in Delaware, USA, trading through a branch in London, registered there under no. BR007632, with registered offices at 1 Sheldon Square, London W2 6TT, United Kingdom ("**Visa**"), for the payment brands "Visa", "Visa Electron" and "V PAY";

(each a "**Card Organisation**"). Verifone is entitled to conclude a contractual agreement with a payee ("**Contractual Party**" or "**CP**") on the acceptance and processing of card-linked payment transactions by means of corresponding payment instruments ("**Cards**") of the above payment brands approved for this purpose by the Card Organisations. This is independently thereof, whether the Card is a credit, debit or prepaid variant or whether the Card has been issued physically or only virtually (electronically) (jointly referred to as "**Card Types**"). Verifone is further authorized to settle payments made with the Cards ("**Payment Transactions**") initiated by the holders of the Cards ("**Cardholders**"). These "General Business Conditions of Verifone AG for the acceptance and settlement of Debit and Credit Cards for card not present transactions" ("GBC Acquiring Card not Present" or, for the purposes of this document, "**GBC**") apply to Payment Transactions.

### 1.2 Subject of the Agreement

The CP shall commission Verifone under an agency agreement pursuant to Section 675c (1) of the German Civil Code ("**BGB**"), subject to the following terms and conditions, to process the Payment Transactions initiated within the scope of distance sale agreements within the meaning of Section 312 (1) BGB using a Card of the agreed Card Type and submitted by the CP to Verifone and to settle the Payment Transactions underlying these payment processes. The CP may choose to accept a single Card Type or any combination of Card Types. The CP shall submit all Payment Transactions arising in its business operations within the scope of distance sale agreements using a card of an agreed Card Type exclusively to Verifone for settlement.

### 1.3 Purpose of the Agreement

In concluding this agreement, CP acts exclusively in the exercise of its commercial or self-employed professional activity (Section 14 BGB) or as a legal entity under public law. The legal and actual registered office of the CP as well as that of any branch office that is the place of performance of the CP's respective offer on which the payment is based must be within the European Economic Area ("**EEA**"), Switzerland or the United Kingdom and the provision of the contractual services must not be prohibited under national law (in particular, they must not be subject to any capital controls which prevent the provision of the services under these GBC). If the CP's registered office and that of any corresponding branch office that is the place of performance of the CP's respective offer on which the payment is based is relocated to another country, the CP shall immediately inform Verifone of this change. Use of Verifone services for other purposes, especially by consumers, is not permitted.

### 1.4 Interruption and limitation of services

Verifone is entitled to interrupt or limit the duration of the services it is obligated to provide under these GBC, provided that

- a) this is necessary to carry out maintenance work for the purpose of maintaining or restoring the services at Verifone's reasonable discretion, or
- b) this is required by legal or official order, or
- c) the CP has violated essential contractual obligations, or
- d) there are reasonable grounds for suspecting money laundering or terrorist financing, or
- e) there are security concerns in relation to a specific Payment Transaction, or
- f) there are indications of facts that would entitle Verifone to terminate the agreement without notice, whereby the right to interrupt or restrict the agreement in this case only exists until the suspicion resulting from this has been clarified. Clause 14.5 applies accordingly.

## 2 Card acceptance by CP

### 2.1 Right and obligation of acceptance

The CP has the right, but not the obligation, to accept the Card Types agreed in accordance with these GBC for payment. If the Cardholder wishes to use his Card for payment, the CP shall be obligated to accept this Card for payment in accordance with these GBC, provided that acceptance of the respective Card Type has been agreed between the CP and Verifone and the Card is not a company card issued within the EU.

### 2.2 Prohibition of discrimination, free of charge

The CP shall not provide the service underlying the payment to any Cardholder who wishes to use a card for payment purposes at higher prices or on less favourable terms than to other customers. The acceptance of a Card must not be made dependent on a minimum or maximum transaction amount.

In compliance with Section 270a BGB, the CP shall not agree any fees from its debtors for the processing of payments by card unless this has been agreed in writing with Verifone in compliance with the statutory provisions.

This Clause 2.2 shall not affect the CP's right to offer the Cardholder a discount for the use of a specific payment instrument or to provide other incentives to use a payment instrument preferred by the CP. Furthermore, the provisions of this Clause 2.2 shall not affect the CP's right to prefer or discriminate against card-based payment instruments of a certain Card Type compared to others.

### 2.3 Prohibited transactions

The CP shall not be entitled to accept a Card for payment purposes and submit the corresponding Payment Transaction to Verifone for settlement if

- a) the Card has been physically presented by the Cardholder for payment (i.e. there is no distance sale transaction), or
- b) the CP's claim against the Cardholder underlying the Payment Transaction was not based on the CP's business operations but on the business operations of third parties or is not based on a service provided by the CP to the Cardholder in its own name and for its own account, or
- c) the claim underlying the Payment Transaction is based on the granting of credit or other monetary payments and unmarked instalments or recurring payments, or
- d) the Card is intended to settle a pre-existing overdue debt or an uncovered cheque, or
- e) the claim underlying the Payment Transaction is based on a legal transaction which is unlawful or immoral under applicable law (in particular illegal gambling or illegal erotic offers), or

- f) the CP should have doubts about the Cardholder's entitlement to use the Card due to the circumstances surrounding the payment ("**Suspected Misuse**"). Such doubts exist in particular if:
- aa) the total amount of a Payment Transaction (hereinafter "**Transaction Amount**") should be split between several payments at the Cardholder's request, or
  - bb) the Cardholder announces possible problems with the acceptance of the Card prior to payment, or
  - cc) the Cardholder orders an unusual number of the same item, or
  - dd) the Cardholder uses his Card again for further orders with the CP within an unusually short period of time for no apparent reason, or
  - ee) the localised location of the IP address from which the Cardholder initiates an order does not match the billing address provided by the Cardholder, or
  - ff) the Cardholder asks the CP to provide a tracking number of the transport service provider commissioned by the CP prior to ordering, or
- g) the CP's claim underlying the Payment Transaction does not fall within the CP's goods, products or services segment agreed in writing between the CP and Verifone, or
- h) the Payment Transaction is based on an advance or down payment, in particular in case the underlying service of the CP for the provision of goods or services have not yet been fully provided at the time of submission of the Payment Transaction, or
- i) the Payment Transaction is to be made in a currency other than the currencies agreed between the CP and Verifone, or
- j) the CP's legal office or that of a branch that is the place of performance of the CP's respective offer on which the payment is based is located outside the EEA, Switzerland or the United Kingdom, or is located in an area of the EEA with capital controls, or
- k) the provision of the services covered by these GBC is prohibited under national law (in particular, if it is subject to capital controls which prevent the provision of the services under these GBC); or
- l) the Cardholder's residential, shipping or billing address is not in a country agreed between the CP and Verifone; or
- m) the Payment Transaction was initiated via a sales channel other than those agreed between the CP and Verifone (in particular via another website).

### 3 Approval of Payment Transactions (authorisation)

#### 3.1 Requirement of an authorisation from the card-issuing institution

The CP undertakes to electronically request approval from the respective card-issuing institution for each Payment Transaction submitted to Verifone in accordance with these GBC, irrespective of the Transaction Amount to be submitted, via the communication channels approved by Verifone (hereinafter "**Approval Request**"). If Verifone approves the transaction, Verifone transmits an approval code to the CP, which the CP must store. If it is not possible to obtain an approval (e.g. for technical reasons), payment by Card is not possible.

#### 3.2 Significance of the authorisation

By granting authorisation, the respective card-issuing institution confirms that at that time the Card is not subject to any restrictions within the scope of these GBC, that the Card has not been declared invalid by blocking lists of the Card Organisations or in any other way and that the Transaction Amount does not exceed the transaction limit allocated to the Card. No promise of payment by Verifone is associated with the granting of the authorisation. In particular, Verifone may charge back the Transaction Amount, provided the conditions for this are met.

#### 3.3 Validity of issued authorisations/ permissions

Authorisations granted are valid for a period of five (5) calendar days after issuance and only for the Transaction Amount on which the authorisation is based. If the CP wishes to submit the underlying payment transaction to Verifone for collection with a different Transaction Amount or after expiry of the above deadline, the CP shall submit a new approval request to Verifone and may only submit the Payment Transaction to Verifone if an approval code is issued for the new approval request.

### 4 Processing of Payment Transactions

#### 4.1 Collection of data on the Payment Transactions to be submitted

The CP shall collect the following data (hereinafter "**Transaction Data**") for each distance sale order before submitting the Payment Transaction to Verifone:

- a) For Payment Transactions via the internet: First name and surname, residential, billing and delivery address of the Cardholder, the card number, expiry date, card verification number and Transaction Amount.
- b) For Payment Transactions initiated in writing: First name and surname, residential, billing and delivery address and the Cardholder's telephone number, card number, expiry date and card verification number and the Transaction Amount.
- c) For Payment Transactions initiated by telephone: Date and time of the call, telephone number of the caller and, if different, of the Cardholder, first name and surname, the residential, billing and delivery address of the customer as well as the card number, expiry date, card verification number and Transaction Amount.

Unless otherwise agreed between the CP and Verifone, data may only be recorded via the "Verifone Secure Payment" platform provided by Verifone and in compliance with the requirements communicated by Verifone (e.g. use of logos when integrated into websites).

#### 4.2 Submission of Payment Transactions

In the case of Clause 4.1 lit. b) and c), the CP shall transmit the Transaction Data to Verifone for settlement generally on the same day, but latest on CP's next business day following the day the data has been collected from the customer, i.e. by means of the "Verifone Secure Payment" platform. If the Transaction Data were not collected directly by Verifone (in the case of Clause 4.1 lit. a) the name of the Cardholder, card number, expiry date, card verification number), the CP shall be responsible for ensuring that the transaction data are received by Verifone in due form and time. The CP may submit a Payment Transaction only once to Verifone for collection.

#### 4.3 Reservation, authorisation and booking

The CP shall expressly mark each reserved card transaction as a reservation before submission to Verifone.

The following shall be considered as the basic characteristics of a reservation:

- A pre-authorisation is carried out, but no simultaneous booking is triggered ("capture").
- The booking amount does not necessarily correspond to the pre-authorisation amount.

If a card transaction is not explicitly marked as a "reservation", it is always treated as a so-called "final authorisation". The CP shall cancel reservations if no booking is made after the reservation. The CP shall inform the Cardholder of the respective amount in each case of a reservation. This also applies in the event of later increases of the reservation, or in case of further reservations.

#### 4.4 Authentication of Payment Transactions by the Cardholder

The CP shall use strong customer authentication measures for all Payment Transactions within the meaning of Section 1 (24) of the Payment Services Supervision Act ("ZAG"), and Verifone is obligated to require the CP to use this strong customer authentication pursuant to Section 55 ZAG. The CP may alternatively use an authentication procedure accepted by Verifone, whereby the use of alternative authentication procedures shall only be permissible for previously identified categories of low-risk Payment Transactions or for transactions using low-value instruments within the meaning of Section 675i (1) item 2 BGB. Furthermore, the CP undertakes to use the authentication procedures currently specified by the Card Organisations, e.g. Verified by VISA and/or Mastercard SecureCode (in future Mastercard ID Check) based on the current 3-D Secure security standard. In exceptional cases, Verifone shall also accept transactions without these authentication procedures of the Card Organisations, provided that (a) Verifone does not thereby expose itself to the risk of penalties imposed by the Card Organisations, and (b) item 1 of this Clause 4.4 is complied with, and (c) the Card Organisations do not prescribe the authentication procedures as generally binding, and (d) the CP assumes liability for chargebacks and loss of receivables.

#### 4.5 Processing of refunds (credit note transactions)

The CP may only refund Payment Transactions from cancelled transactions by electronically instructing Verifone to credit the payment account allocated to the Cardholder's card via the "Verifone Secure Payment" platform (unless otherwise agreed). The CP may only initiate a credit entry if it has previously submitted the corresponding Payment Transaction to Verifone for settlement and the Payment Transaction is based on a service to be provided by the CP. If instructed to do so, Verifone shall pay the credit amount to the relevant card-issuing institution. Verifone agrees to act on instructions within a period of one (1) business day of receipt of this instruction. Even in the event of such a credit initiated by the CP, Verifone shall be entitled to the fee to be paid by the CP to Verifone for the underlying Payment Transaction.

Verifone business days are Monday-Friday except for national bank holidays and bank holidays in Munich. The calendar of business days is published online at [www.verifone.com/de/de/service](http://www.verifone.com/de/de/service).

#### 4.6 Reports to the Card Organisations, penal measures of the Card Organisations

The provisions of the Card Organisations provide for certain measures to be taken for chargebacks when certain thresholds are reached. The provisions of this Clause 4.6 reflect the current status at the time of conclusion of the agreement. Should the Card Organisations specify other binding measures or threshold values, Verifone shall amend Clause 4.6 accordingly; Clause 11 applies in this regard.

If the CP's share of chargebacks regarding card transactions with Mastercard cards reaches at least one and a half percent (1.5%) of the number of transactions in the previous calendar month (only debits, no credits) and at least one hundred (100) chargebacks over a period of two (2) consecutive calendar months, Verifone shall be entitled to report the share of chargebacks to Mastercard by means of an Excessive Chargeback Merchant Report ("ECM Report").

If the share of chargebacks regarding international card transactions with Visa cards by the CP exceeds zero point nine percent (0.9%) of the number of such transactions (only debits, no credits) and the number of one hundred (100) chargebacks over a period of one (1) calendar month, and Visa notifies Verifone accordingly, Verifone shall inform the CP accordingly. If the share of credits with regard to card

transactions using Visa cards for the payment of gambling by the CP over a period of one (1) calendar month exceeds five per cent (5%) of the number of transactions in the corresponding calendar month (only debits, no credits) and reaches at least the number of twenty-five (25) credits, Verifone may report the CP to Visa on a monthly basis.

When calculating the proportion of chargebacks, Verifone may also take into account those transactions or sales for which the CP credits the Cardholder before a chargeback occurs in order to avoid a chargeback and thus not to exceed the limits specified above in this Clause 4.6 (circumvention). Verifone may always assume circumvention if credit is issued after Verifone has received a request from the card issuer regarding a transaction and has forwarded it to the CP for clarification.

If a chargeback is admissible, the CP shall contact the Cardholder directly to assert the CP's claim for payment and to clarify any objections and defences.

Verifone may notify the CP by means of a written complaint if

- a) for a given calendar month, the CP simultaneously meets or exceeds all four (4) of the following criteria regarding transactions using Mastercard cards: the total number of settled e-commerce transactions is at least one thousand (1000); the total volume of fraud-related chargebacks (chargebacks reported using reason code 4837) reaches or exceeds fifty thousand US dollars (USD 50,000) or the corresponding equivalent in other currencies; the proportion of fraud chargebacks reported during the given calendar month reaches or exceeds zero point five per cent (0.5%) of the number of card transactions in the preceding calendar month; the proportion of 3DS-enabled card-not-present transactions from the given calendar month does not exceed fifty per cent (50%) of the total number of transactions in the same month.
- b) the proportion between the volume of Visa card transactions reported as fraudulent by card issuers (fraud amount) over a period of one (1) calendar month equals or exceeds zero point nine per cent (0.9%) of the total volume of card transactions in the corresponding calendar month and a cumulative fraud amount of at least seventy-five thousand US dollars (USD 75,000) or the corresponding equivalent in other currencies;

The CP undertakes to take immediate countermeasures if the volume of chargebacks, credit notes and/or fraud approaches the limits specified in this Clause 4.6 under letters a) to c), at the latest upon receipt of the complaint.

If the CP reaches or exceeds the limits for chargebacks, credits and/or fraudulent transactions set out in this Clause 4.6, the Card Organisations may, among others, demand punitive measures. In addition to possible fines paid by Verifone to the Card Organisations, which shall be reimbursed by the CP pursuant to Clause 8.5, this may also include fraud prevention or fraud avoidance measures or the implementation of monitoring measures. Verifone shall inform the CP of such measures required by the Card Organisations. The CP undertakes to implement the (punitive) measures of the Card Organisations without undue delay and at the latest by the expiry of the deadline set by the Card Organisations. The CP shall cooperate with Verifone and the Card Organisations in implementing the measures and, in particular, notify Verifone immediately of the completion of the respective measures.

#### 4.7 Currency conversions

Currency conversions are made when

- a) the CP and Verifone have agreed that the CP may also submit transactions in certain currencies other than the settlement currency Euros and the CP submits such a transaction in such a currency (transaction currency) to

Verifone. In this case, a conversion is made from the transaction currency to the settlement currency Euros; or b) the Parties agree that the settlement currency Euros is not the payment currency. In this case, a conversion from the settlement currency to the respective payment currency takes place.

The above shall apply mutatis mutandis to the recalculation of transactions in the event of debits to the CP with credit notes and in the event of chargebacks. In this case, the currency conversions are performed in reverse order.

Currency conversions are carried out at a fixed settlement rate, whereby surcharges or discounts may be incurred. These shall be agreed separately with the CP.

Without an agreement on currency conversion, only transactions in Euros may be submitted.

## 5 Other obligations of the CP

### 5.1 Suspicion of card misuse

The CP shall inform Verifone immediately of any suspicion of misuse, even if the CP has not accepted the relevant card for payment in this case.

### 5.2 Suspicion of misuse of Card Data

If the CP suspects or becomes aware of the misuse of a card number, an expiry date or a card verification number ("**Card Data**") or the spying out of Card Data in CP's company or of an excessively high rate of refusals of approval requests or the theft of receipts or other media containing Card Data, it shall immediately notify Verifone in writing. This shall also apply if the CP has indications that unauthorised access to the CP's IT systems on which Card Data are stored has taken place. CP's obligations contained in Clauses 12.3 and 13 shall remain unaffected.

### 5.3 Measures to prevent misuse

In the event of repeated use of counterfeit or stolen cards, the CP undertakes to take measures to prevent further card misuse or misuse of Card Data. These measures must be explained upon written request by Verifone. Clause 4.6 remains unaffected.

### 5.4 Responsibility of the CP for the underlying transaction

The CP shall inform the Cardholder that the CP is responsible for the performance of the transaction underlying the Payment Transaction and all issues related to the transaction underlying the Payment Transactions submitted by the CP to Verifone for processing. The CP shall inform the Cardholder of CP's identity in a clear manner so that the Cardholder's master data can distinguish the CP from third parties involved in the processing of the underlying transaction. The CP shall design its range of goods and services in such a way that it cannot create the impression that a Card Organisation is the provider or sender of the goods or services. The CP shall settle complaints and claims by a customer relating to the underlying transaction between the customer and the CP directly with the customer (see also Clause 5.10).

### 5.5 Acceptance notes

The CP shall clearly and unambiguously inform the Cardholders about the acceptance or non-acceptance of certain Cards and Card Types. The CP undertakes to display the acceptance logos provided by Verifone in a clearly visible place in the online shop. The CP may only use the trademark rights of the Card Organisations with prior written consent from Verifone. Upon termination of the agreement, the CP shall immediately remove all references to the respective acceptance if the CP is not otherwise still entitled to acceptance. In the event of partial termination, this applies to the indications of acceptance of the terminated Card Types.

### 5.6 Statements for Cardholders

The CP shall ensure that the Cardholder is clearly informed upon payment which URL or merchant designation will appear on the Cardholder's statement. If this URL or dealer designation differs from that used for the order, the CP shall include a clear and unambiguous reference to the order designation when indicating the order designation.

### 5.7 Provision of necessary information (master data)

The CP undertakes to provide all information required for the performance of the agreement with Verifone completely and immediately at its own expense upon conclusion of the agreement and for the entire term of the agreement. Furthermore, the CP shall immediately inform Verifone in writing of any changes in the data provided to Verifone. Furthermore, the CP shall submit a confirmation within four (4) weeks after a corresponding request by Verifone in writing, by fax, by e-mail or, if provided by Verifone on the internet, by online form, indicating whether the information provided by the CP is still up-to-date. The above obligations apply, in particular, to the following information (hereinafter "**Master Data**"):

- a) The CP's legal form, company name, entry in the commercial register and VAT ID; and
- b) Shop URL, postal address, e-mail address and other contact data of the CP as well as bank details and the owner of the bank account specified by the CP for transaction processing; and
- c) a sale or lease of the CP's company as well as any other change of ownership and discontinuation of business; and
- d) the product range of the CP; and
- e) the filing of a petition for the opening of insolvency or composition proceedings; and
- f) the change of the legal representative(s) or the "beneficial owner(s)" within the meaning of the Money Laundering Act ("**MLA**"); and
- g) an insolvency application by the CP or the opening of insolvency proceedings on the assets of the CP as well as seizure measures against the CP; and
- h) changes in the postal address of the CP's registered office and any other location at which the CP operates its shop, in particular in the event of a change to another sovereign state (including within the EU) or a change in the relevant sales tax area or customs territory; and
- i) change of authorised representatives of the CP who may act in relation to Verifone; and
- j) the status of the CP or a beneficial owner as "politically exposed persons" within the meaning of the MLA,
- k) name and address of the service provider commissioned by the CP for the technical processing of Payment Transactions (if any).

Upon receipt of notification of a change of ownership, Verifone is entitled to disburse Payment Transactions submitted from this point in time to the CP only after complete verification of the change of ownership. Verifone is also entitled to check the information provided by the CP if Verifone is obligated to do so by law or due to supervisory requirements, or if the CP has changed its authorised representatives or beneficial owners or the last check was at least five (5) years ago. The CP shall provide Verifone with all information required for a verification and submit all documents required for a verification.

In the event of failure to comply with the above obligations or the provision of false information, Verifone may be obligated to suspend the disbursement of funds due to an increased risk of money laundering until the facts have been cleared.

### 5.8 Duty of notification in the event of faults

The CP undertakes to notify Verifone immediately of any disruptions, defects and damage with regard to the services to be provided by Verifone as well as the assertion of rights by

third parties, at the latest within 24 hours of the CP becoming aware thereof.

### 5.9 Storage of documents and data records

The CP shall retain all data and documents relating to the Payment Transactions submitted to Verifone (in particular the Transaction Data, invoices, delivery notes) for a period of eighteen (18) months from the submission of the corresponding Payment Transaction to Verifone and make them available to Verifone immediately upon request. If the CP fails to provide the data or documents requested by Verifone regarding a Payment Transaction submitted to Verifone within the period specified by Verifone and the Transaction Amount is therefore charged back to Verifone by the card-issuing bank, Verifone shall be entitled to charge back the Transaction Amount to the CP without prejudice to other chargeback rights. The CP itself shall verify to what extent the CP and the documents referred to in this Clause 5.9 are subject to statutory storage obligations; these shall remain unaffected.

### 5.10 Separation of the payment processes from the online shop

The CP shall clearly separate the payment processes from the online shop in order to enable Cardholders to determine when they are communicating with Verifone and not with the CP (see also Clause 5.4).

### 5.11 Business subject to authorisation

If the CP conducts transactions that require an official permit according to applicable law, the CP shall prove to Verifone immediately upon commencement of the transaction requiring a permit that this permit has been granted. The CP shall inform Verifone immediately if such permission changes or if it ends, for whatever reason.

### 5.12 Compliance with legal frameworks

The CP undertakes to comply with the laws and regulations applicable to its business model, in particular consumer protection laws and regulations, for example the current provisions of the EU Consumer Rights Directive (2011/83/EU), as implemented in the applicable national legislation. The CP shall record the following information in a clear, unambiguous, easily accessible and timely manner and, in accordance with legal requirements, in a clearly visible manner, in particular with regard to goods and services offered via its online shop and for which it offers card payment:

- a) full name and address of the CP, its company name and registered office, commercial register number, place of the commercial register and all other information that must be provided under the applicable law on business letters; and
- b) General Business Conditions, provisions on rights of revocation and/or return, on the processing of credit notes and pre-contractual information, if necessary; and
- c) the remuneration to be paid by the Cardholder, including shipping, packaging and taxes (in each case in one of the transaction currencies agreed with Verifone), in a manner that complies with statutory provisions (e.g. Price Indication Regulation); and
- d) countries to which the CP ships and the applicable shipping conditions and shipping cost surcharges, if applicable; and
- e) the currency in which the goods and services of the CP are invoiced; and
- f) the complete address of the CP's customer service, including all communication options; and
- g) data protection provisions and data protection notices in accordance with the EU General Data Protection Regulation ("GDPR"), in particular the data protection principles observed by the CP for the use of customer data and for the transmission of Transaction Data; and
- h) available safety procedures; and

- i) a full description of the goods and services offered by the CP; and
- j) the date of invoicing and the date of performance of the agreement; and
- k) an indication that the Cardholder should keep a copy of the Transaction Data; and
- l) information on the card's indicated debit time.

### 5.13 Obligations of the CP for certain business transactions

The CP shall:

- a) in the case of recurring supplies of goods or services (e.g. Subscriptions) set up an easily accessible online cancellation facility for the Cardholder;
- b) in the event of a trial use of the CP's goods or services inform the Cardholder in good time when this trial use ends by stating exactly when the payment obligation begins and what termination options the Cardholder has.

## 6 Crediting and payment of Transaction Amounts, settlement, consequences of default, offsetting

### 6.1 Crediting of Transaction Amounts

Verifone undertakes to make the Transaction Amounts available to the CP for all Payment Transactions submitted by the CP to Verifone in accordance with the pay-out deadlines agreed with the CP, after the corresponding Transaction Amounts have been credited to the account of Verifone. The payment date for the CP's claims pursuant to item 1 shall be determined in accordance with Clause 6.2. All credits and payments from Verifone to the CP shall be subject to chargeback in accordance with Clause 9.

Payment shall be made minus fees and expenses pursuant to 6.3 in the amount of the full Transaction Amounts of the respective clearing period ("**Gross Settlement**").

### 6.2 Payment of Transaction Amounts ("Settlement"), cut-off period

Verifone shall transfer the Transaction Amounts made available to the CP in the agreed transaction currency to the bank account of a CRR credit institution indicated by the CP. The account-managing entity of the credit institution where the account is held must be located within the EEA, Switzerland or the United Kingdom. If the CP is not the sole account holder of the bank account, the CP must demonstrate to Verifone in writing that all legal obligations are complied with, in particular those arising from the MLA. Verifone will instruct the pay-out so that the money is received by the CP on the business day following the last day of the pay-out interval. If the payment is not made in Euros, the deadline is four (4) days. The CP's claims for the return of received Transaction Amounts must be asserted in writing to Verifone within a preclusive period of three (3) months after submission of the corresponding Payment Transaction to Verifone. Later claims are excluded.

### 6.3 Deduction of fees and expenses

Verifone is entitled to deduct the agreed fees and the expenses to be reimbursed by the CP from the Transaction Amounts, even before they are made available to the CP. If no such deduction is made, the CP shall pay the fees and expenses to Verifone upon request.

### 6.4 Accounting/ approval of accounts

Verifone shall issue monthly paper or electronic (e.g. as PDF or similar) statements to the CP for the submitted Transaction Amounts, the fees to be paid by the CP to Verifone, the expenses to be reimbursed by Verifone and the additional information required pursuant to Article 12 (1) item 1 of EU Regulation 2015/751 of 29 April 2015 on interchange fees for card-based Payment Transactions ("**Interchange Regulation**"). Notwithstanding Article 12 (1) letters a) to c) of the

Interchange Regulation, Verifone may transmit or make available to the CP the information specified therein once a month so that the CP may store and reproduce it unchanged. Charged back Transaction Amounts are shown in a separate statement. The CP shall review all invoices issued to it within six (6) weeks of their receipt by the CP and raise objections immediately. Dispatch within the six-week period is sufficient for compliance with the deadline. Failure to raise objections in good time shall be deemed to constitute approval. Verifone shall make special reference to this consequence when issuing the statement.

## 7 Trustee Arrangement

As trustee for the CP, Verifone shall deposit the transaction amounts received on Verifone's account in one or more escrow accounts or escrow deposits with one or more CRR credit institution(s). These trust accounts or trust deposits are managed in the name of Verifone as open trust collective accounts or trust deposits within the meaning of Section 17 (1) item 2 no. 1 lit. b of the ZAG. Verifone shall ensure that the Transaction Amounts received in accordance with item 1 can at all times be allocated to the CP for accounting purposes and are at no time mixed up with the funds of private individuals or legal entities other than the payment service user for whom they are held. Verifone is permitted to withdraw amounts from escrow accounts or escrow deposits in the amount of claims in favour of Verifone against the CP. Upon request, Verifone shall inform the CP at which credit institution and in which trust account or custody account the Transaction Amounts received pursuant to sentence 1 are deposited, whether the credit institution at which the Transaction Amounts received pursuant to item 1 are deposited belongs to a facility for securing the claims of depositors and investors and to what extent these Transaction Amounts are secured by this facility.

## 8 Fees, billing, reimbursement of expenses

### 8.1 Fees, billing

Verifone shall receive the respective agreed fees from the CP for the services it provides. In deviation of Section 675f (5) item 2 BGB, Verifone is authorized to levy charges for the fulfilment of secondary obligations pursuant to sections 675c to 676c BGB. For services not listed in the agreement which are carried out on behalf of or in the presumed interests of the CP and which can only be expected in return for payment, Verifone may set the amount of the fee at its reasonable discretion (Section 315 BGB). The fees are agreed and shown separately by card type.

Unless otherwise agreed, all fees are net prices plus the statutory value added tax.

Billing by Verifone ("**Billing**") takes place monthly in the agreed transaction currency at the end of a Billing month.

### 8.2 Payment terms

All service fees are calculated pro rata temporis from the day on which the system is ready for operation and are due for payment by Verifone monthly on the 1st business day of each month for the previous month, unless agreed otherwise.

If the CP does not authorise Verifone to collect the fees by direct debit or wishes to receive additional invoices, Verifone may charge separate fees at its reasonable discretion (Section 315 BGB).

### 8.3 Default on payment/ possibility of offsetting

Verifone shall charge a flat rate of EUR 5.00 for each reminder sent after the occurrence of default plus any third-party costs incurred. The CP shall be entitled to prove that the costs and damages actually incurred by Verifone are lower.

Verifone is entitled to suspend services if the CP is in default on payment. The right to extraordinary termination remains unaffected.

Verifone is entitled to offset due claims and liabilities of the CP against Verifone. In addition, Verifone is entitled to deduct any fees to which it is entitled from the amount to be transferred in accordance with Clause 6.2 before issuing the credit. The CP may only offset against claims of Verifone if its claims are undisputed or legally binding.

### 8.4 Value added tax

Verifone may opt for VAT irrespective of whether the CP can deduct the amount of VAT paid as input tax. If the CP operates its business in another EU member state and not in Germany, the fee to be paid by the CP shall be exclusive of value added tax (reverse charge procedure) by way of derogation from Clause 8.1 sentence 5. The CP undertakes to treat the corresponding services as subject to value added tax using the "reverse charge procedure", insofar as this is optionally permitted or required by law. The invoices to be issued by Verifone contain the information required under the applicable VAT law. The CP undertakes to provide Verifone with the necessary information without delay.

If the CP operates its business in another EEA member state outside the EU (currently Iceland, Liechtenstein, Norway, UK), in Switzerland or the United Kingdom, the CP must agree the tax treatment with Verifone in writing.

### 8.5 Reimbursement of expenses

The CP shall reimburse Verifone for all expenses incurred by Verifone for the purpose of performing the agreement, insofar as Verifone was entitled to consider them necessary under the circumstances. Expenses in this sense are, in particular, fines or fees of the Card Organisations imposed by the Card Organisations on Verifone, insofar as these fines or fees are related to the execution of the agreement with the CP and the CP is responsible for the cause of the fines or fees. Verifone informed the CP that these fines and fees can be set at significant levels. Verifone shall inform the CP of the applicable significant fines and fees of the Card Organisations upon request.

Verifone is not entitled to claim reimbursement of expenses insofar as an expense is attributable to culpable conduct on the part of Verifone. In this case, Section 254 BGB applies accordingly.

Verifone is entitled to demand an advance payment from the CP for the expenses required for the performance of this Agreement. Instead of such an advance payment, Verifone may also demand bank security in the corresponding amount.

If it must be assumed that the CP's demonstrable breach of contract will result in the imposition of fines to be borne by Verifone, Verifone may, notwithstanding any other provisions in this Clause 8.5, demand payment from the CP in advance corresponding to the expected penalty fee or demand a corresponding special retention.

## 9 Right of chargeback

### 9.1 Credits and payments subject to reservation

All payments from Verifone to the CP and all credit notes issued to the CP are subject to reclaim.

### 9.2 Chargeback of Transaction Amounts

Verifone shall charge back transaction amounts made available to the CP if the conditions according to Clause 6.1 have not been met or Transaction Amounts received on the account of Verifone and made available to the CP are charged back to Verifone (e.g. due to a refund claim of the Cardholder in accordance with Section 675x BGB). If a charge-

back is made, Verifone shall invoice the CP for the Transaction Amount already paid to the CP. Verifone's chargeback rights with regard to the CP shall not be restricted either by the issue of an authorisation code or by Section 675p (2) BGB.

### 9.3 Exclusion of the right to charge back

Verifone's right to charge back according to Clause 9.2 is excluded if all of the following conditions are met (suspensory condition within the meaning of Section 158 (1) BGB):

- a) the submission of the Payment Transaction was admissible under Clause 2.3; and
- b) the corresponding Payment Transaction has been authorised in accordance with Clause 3; and
- c) the Payment Transaction was properly executed in accordance with Clause 4; and
- d) the Card was valid when used; this is the case if the authorisation date of the Payment Transaction by the Cardholder is within the validity period of the Card.
- e) in the event of the misuse of a Card, the misuse would have been possible even if the PCI regulations pursuant to Clause 12.3 had been applied; the burden of proof that this is not the case lies with Verifone. Misuse occurs if the Card was not used by the Cardholder or it was used without his/her consent; and
- f) the Cardholder shall not request a cancellation of the debit of the Transaction Amount with written justification
  - aa) that the service was not provided at all or not provided to the agreed delivery address or not at the agreed time, in the case of a service because the CP did not want to or could not provide the service; or
  - bb) that the service did not correspond to the description provided by the CP to the Cardholder and the Cardholder returned the goods to the CP or cancelled the service; or
  - cc) that a delivery has arrived in defective or damaged form, unless in the case of letters aa) to CP) the CP shall provide evidence of the proper provision of services by submitting documents within fifteen (15) days of a request by Verifone; and
- g) the CP has provided Verifone with the documents referred to in Clause 5.9 in a timely and proper manner in response to a request from Verifone within the period specified in Clause 5.9; and
- h) the requirements set out in Clause 11 have been complied with in relation to the relevant Payment Transaction; and
- i) the CP has duly fulfilled the information duties incumbent on it under Clause 5.7; and
- j) the CP has correctly stated the company used by the CP and all other legally required details (e.g. imprint) on the websites and other documents on which the CP offers goods or services; and
- k) the CP has submitted the Card turnover to Verifone for settlement only once; and
- l) in the case of the Payment Transaction, the Transaction Amount and currency are the same as the underlying transaction on which the Payment Transaction was based; and
- m) it is not obvious or immediately provable that the transaction underlying the Payment Transaction is void or has ceased to exist due to challenge, cancellation or revocation by the Cardholder.

Verifone reserves the right to offer tariffs in the list of prices and services at which Verifone may charge back the card in the event of misuse of a card for which Verifone bears the burden of proof.

## 10 Security for Verifone's claims against the CP

### 10.1 Verifone's claim for the provision of security

Verifone may demand the provision of bank securities for all claims arising from the agreement, even if the claims are conditional (e.g. claim for reimbursement of expenses in the event of a chargeback of card transactions).

### 10.2 Changes in risk

If Verifone initially (at the point in time when claims against the CP arose) refrained in whole or in part from demanding the provision or strengthening of security, Verifone may also demand the provision or strengthening of security at a later date. A prerequisite for this, however, is that circumstances occur or become known which justify an increased risk assessment of the claims against the CP. This may, in particular, be the case if

- a) the CP's financial circumstances have changed or threaten to change adversely; or
  - b) the value of existing collateral has deteriorated or threatens to deteriorate; or
  - c) the risk associated with CP's business changes.
- Only if it has been expressly agreed that the CP does not have to provide any or only individually specified securities, Verifone's claim to security does not exist.

### 10.3 Setting a time limit for the provision or strengthening of securities

Verifone shall allow a reasonable period of time for the provision or strengthening of security. If Verifone intends to make use of the right of termination without notice pursuant to Clause 14.3 item i) in the event of CP failing to comply with the obligation to provide or increase security in due time, Verifone shall inform the CP thereof in advance.

### 10.4 Right of lien

In order to secure all present, future and conditional claims by Verifone against the CP under the agreement, the CP shall create a lien on all present and future claims by the CP against Verifone under the agreement in favour of Verifone. Verifone accepts the lien. In order to secure all current and future claims by Verifone arising from the agreement, in particular from charged-back Transaction Amounts, Verifone shall be entitled to pay the CP only after expiry of the chargeback periods specified by the Card Organisations.

### 10.5 Security retention (Rolling Reserve)

In addition, upon conclusion of the agreement and/or in the event of a change in the risk associated with the CP's business (Clause 10.2) as determined by Verifone in Verifone's reasonable discretion, Verifone shall be entitled to retain a percentage of the total volume of card transactions. The total volume is calculated as the sum of card sales, less any chargebacks, refunds and/or reversals, in the six (6) months preceding the current accounting month as diligently assessed by Verifone. The retention shall last for the time period as agreed with the CP, but for a maximum of six (6) months after the end of the accounting month ("**Retention Period**"). Verifone regularly reviews the amount of the percentage security retention as well as any other special retentions (see below) ("**Total Security Retention**") in connection with the payments to the CP and assesses the risk. If the total security retention exceeds the security requirement determined by Verifone in accordance with the following provisions by more than ten per cent (10%), Verifone shall pay the excess amount to the CP. The need for security is estimated by Verifone on the basis of previous chargeback rates and their expected future development as well as already imposed or potentially expected fines from the Card Organisations (see Clause 8.5). If the need for security exceeds the Total Security Retention, Verifone has the right, at its reasonable discretion, to offset the increased need for security by a special retention on one of

the following settlement dates, to change the amount of the percentage security retention for the future or to extend the Retention Period appropriately. The need for security is deemed to be increased in particular if

- a) the number of chargebacks has increased by more than twenty per cent (20%) compared to the previous month or has reached or is above the thresholds as defined in Clause 4.6 above; or
- b) the CP's sales decrease by more than twenty per cent (20%) for a period of two (2) calendar months (taking into account the average of the preceding 12 months and seasonal business); or
- c) the agreement or parts thereof, if possible, have been terminated by the CP.

At the end of the Retention Period, the retained amount shall be paid out to the CP, unless otherwise specified below.

Verifone has the right to satisfy due claims against the CP by offsetting them against the retained securities if and to the extent that it is not possible to satisfy them by offsetting them against the CP's payment claims.

After termination of the services regulated herein, the securities retained in connection with these services to secure reclaims from chargebacks remain with Verifone for a further nine (9) months in derogation from item 3. At the end of this period, the remaining balance shall be transferred to the account designated to Verifone by the CP and a statement of account shall be issued. If it must be assumed that this will lead to the imposition of fines to be borne by Verifone due to demonstrable breaches of contract by the CP, Verifone may withhold the remaining balance for up to twelve (12) months after termination of the services concerned.

The CP's claims for surrender of retained securities must be asserted against Verifone in writing within a preclusive period of six (6) months after occurrence of the circumstances justifying the right of surrender. Later claims are excluded. This shall not apply to claims for whose surrender the parties have entered into negotiations before the expiry of the deadline.

Instead of percentage-based amounts, Verifone may also set individual fixed amounts.

## 11 Requirements of the Card Organisations

The CP shall at all times comply with the regulations issued by the Card Organisations for acceptance points such as the CP, in particular the "Mastercard Security Rules and Procedures Merchant Edition" (available on conclusion of the agreement at <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>) and the "Card Acceptance Guidelines for Visa Merchants" (available on conclusion of the agreement at <https://www.visaeurope.com/receiving-payments/security/downloads-and-resources>). The CP shall use the information services offered by the Card Organisations to keep up-to-date with changes to the regulations.

The CP shall observe and implement any changes to the regulations of the Card Organisations, insofar as they relate to the services regulated hereunder, within the periods specified by the Card Organisations without being requested to do so, at the latest when Verifone requests the CP to do so. If the CP cannot comply or cannot reasonably be expected to comply with new requirements, the CP shall inform Verifone accordingly. The parties shall then have four (4) weeks following notification of the unreasonableness by the CP to clarify the necessity and concrete form of implementation, if necessary involving the Card Organisation. If the parties do not agree on an implementation that meets the requirements of the Card Organisation within three (3) months, both parties are entitled to terminate the agreement subject to a notice period of four weeks to the end of the quarter.

## 12 Confidentiality, data protection, PCI regulations and data security

### 12.1 Confidentiality

The parties shall keep secret all confidential information and data which come to their knowledge in the course of their contractual relations and shall not make such information and data accessible to third parties outside the respective group of companies (affiliates pursuant to Sections 15 et seqq. of the German Stock Corporation Act (AktG)), unless disclosure is necessary to implement the contract and to comply with legal obligations or contractual obligations existing towards the credit sector and credit card industry. Any disclosure of personal data, including to affiliated companies, may only be made if permissible under data protection law.

### 12.2 Data protection

If the CP's personal data are transmitted to Verifone, Verifone shall collect, process and use them in accordance with the statutory provisions and the regulations of the Card Organisations. Verifone warrants that both access to the data temporarily stored with it and access to the data processing system are secured several times.

Verifone is the "responsible party" for the personal data transmitted by the CP to Verifone within the meaning of Article 4 (7) of Regulation (EU) 2016/679 GDPR. In order to fulfil the contractual obligations of Verifone, Verifone discloses the personal data on which the Payment Transactions submitted to Verifone are based to the Card Organisations or the third parties commissioned by these organisations, in particular the processors of the Card Organisations authorised for this purpose in accordance with the interchange ordinance, for the authorisation and processing of the respective Payment Transaction worldwide. These are each their own responsible bodies.

The CP's own responsibility under data protection law for the personal data processed by the CP shall remain unaffected by this, in particular the information obligations pursuant to articles 13 and 14 GDPR. The CP shall, on its own responsibility and after its own legal review, implement its information duties in accordance with the legal requirements and the recommendations of the supervisory authority responsible for the CP. The text recommendation provided by Verifone and the implementation procedure proposed by Verifone must be taken into account.

The CP may contact the contact addresses provided on the internet at [www.verifone.com/de/de/service](http://www.verifone.com/de/de/service) at any time if it has any questions regarding compliance with data protection. In addition, reference is made to the data protection declarations for the CP and for Cardholders of Verifone in accordance with articles 13 and 14 GDPR. These are available on the Verifone website at [www.verifone.com/de/de/service](http://www.verifone.com/de/de/service).

### 12.3 PCI compliance

#### a) Compliance with PCI regulations

The CP undertakes to comply with the requirements of the Mastercard Site Data Protection ("SDP") and Visa Account Information Security ("AIS") programmes of the Card Organisations at its own expense for protection against attacks on and compromise of card data in accordance with the Payment Card Industry Data Security Standard ("PCI DSS", available at <https://de.pcisecuritystandards.org/minisite/env2/>) published by the Payment Card Industry Security Standards Council ("PCI SSC") (jointly hereinafter "PCI Regulations") must be fully complied with throughout the term of the Agreement.



- b) **Deleting Card Data after receiving an authorisation code**  
Upon receipt of an authorisation code, the CP shall delete all electronically stored data that are part of the approval requests and the approval responses, in particular the Card Data (including the Primary Account Number, "PAN") and confidential authentication data (Sensitive Authentication Data, "SAD"). The CP may not store the card verification code electronically at any time, even if it is encrypted.
- c) **PCI compliance audit**  
Upon request by Verifone, the CP undertakes to protect itself against attacks on and compromise of Card Data in accordance with the PCI regulations in force at the Card Organisations, to register a corresponding, form-based self assessment questionnaire (SAQ) according to the type and volume of transactions and, if certain transaction figures are exceeded, to have itself certified by an approved PCI auditor in accordance with the specifications of the Card Organisations. In the event of certification, the CP shall send Verifone a copy of the certificate annually.

- d) **Compromise of Card Data**  
The CP shall immediately notify Verifone in writing if
- a Card Organisation reports suspicions of compromise of Card Data (including breaches of privacy); or
  - the CP itself notices a possible or actual compromise of Card Data (including data protection violations) in its own systems; or
  - the CP suspects or is aware of such a compromise of Card Data with third parties commissioned by the CP to store, process or transmit Card Data or otherwise involved in the processing of payment transactions by the CP.

The CP shall cooperate fully with Verifone and provide all details of any possible or actual compromise of Card Data and the elimination of security gaps.

The CP also undertakes to cooperate fully with the competent law-enforcement authorities in the event of a possible or actual compromise of Card Data (including data protection violations). In particular, the CP shall provide Verifone and the competent law-enforcement authorities with information on the number of data records affected, the type of Card Data affected, the time of possible compromise, the time of discovery, the measures already taken and any other information deemed relevant by Verifone, the competent law enforcement authorities or the Card Organisations in writing immediately after suspicion of compromise.

In addition, the CP undertakes to commission an auditing company approved by the Card Organisations (PCI Forensic Investigator, "PFI") to prepare a PCI audit report if it suspects a compromise of Card Data (including data protection violations). This involves checking whether the CP complies with the PCI regulations and whether Card Data in the IT systems of the CP or a company commissioned by the CP have been spied out by third parties. After preparing the audit report, the CP shall remedy any safety deficiencies that may have been identified. The CP shall bear the costs of the audit as well as for implementation measures and any associated fines paid by the Card Organisations. If the measures are not sufficient from the point of view of Verifone, Verifone shall be entitled to terminate the agreement extraordinarily subject to a notice period of four (4) weeks as of the end of the month.

Possible PFIs can be viewed by the CP on the PCI-SSC website.

- e) **Commissioning of technical service providers**  
The CP shall ensure that all technical service providers commissioned by the CP in connection with the submission and processing of Payment Transactions comply with the requirements of this Clause 12 for the entire term of the agreement. The CP shall provide Verifone with valid and up-to-date proof of the certifications of these technical service providers immediately upon request.

#### 12.4 Data security

The CP undertakes to secure the data collected and stored on the Cardholders against access by unauthorised third parties, also by manipulating the CP's IT systems, and to use them only for legally permissible purposes, in particular for the purpose of fulfilling the agreement. The CP is obligated to regularly check the card-relevant IT systems of the CP and the service providers used by the CP for integrity and manipulation and to inform Verifone immediately of any unauthorised access attempts to such card-relevant IT systems.

#### 13 Liability regulations

##### 13.1 Limitation of liability of Verifone

Verifone is liable to the CP for intent and gross negligence in accordance with the statutory provisions. For other negligence acts, Verifone is only liable for

- a) Personal injuries,
- b) Damage for which Verifone is liable due to mandatory legal regulations and
- c) Damage due to the breach of material obligations that endanger the achievement of the purpose of the agreement or whose fulfilment is essential for the proper performance of the agreement and on which the CP may regularly rely (hereinafter "**Cardinal Obligations**").

In the event of a breach of Cardinal Obligations, liability for simple negligence on the part of Verifone is limited to damage typical of the Agreement ("vertragstypisch") and foreseeable at the time the agreement was concluded.

##### 13.2 Exclusion of liability for circumstances for which Verifone is not responsible

Verifone shall not be liable for damage caused by interruptions or restrictions due to required maintenance work, force majeure, riots, war and natural disasters, direct acts of terrorism or other events for which Verifone is not responsible (e.g. strikes, lock-outs, traffic disruptions, acts of government at home or abroad, failure and disruption of electricity or telecommunications networks).

##### 13.3 Liability for non-execution, defective or delayed execution of a Payment Transaction

In the event of non-execution or defective execution of a Payment Transaction, liability shall be determined in accordance with clauses 13.1 and 13.2. There is no liability independent of fault. Contrary to item 1, Verifone's liability to the CP for damage incurred due to non-execution or incorrect execution of a Payment Transaction not covered by Section 675y BGB is limited to € 12,500.00. This does not apply to intent and gross negligence or to risks which Verifone has specifically assumed.

##### 13.4 Liability of the CP

The CP shall be liable to Verifone, in particular, for damage resulting from the culpable compromise of Card Data or culpable breaches of the agreement by the CP; damage shall also include a penalty imposed by the Card Organisations in connection with a breach of the agreement. Otherwise, the CP shall be liable in accordance with the statutory provisions. As towards Verifone, the CP assumes liability for any acts or omissions of its Sub-Merchants as if these were acts or omissions of the CP itself.

### 13.5 Lawful conduct

The CP undertakes to observe the applicable law in its business activities. This applies, in particular, to export control and anti-corruption legislation.

This obligation includes in any case the prohibition of unlawful payments or the granting of other unlawful advantages to public officials, business partners, their employees, family members or other partners and the prohibition of accelerated payments to public officials or other persons.

The parties shall support each other in measures to prevent corruption and export control violations and, in particular, inform each other immediately if they have knowledge or a concrete suspicion that has a concrete connection with this agreement or its performance.

If Verifone determines that the CP violates export control regulations or anti-corruption regulations, Verifone shall be entitled to terminate the agreement without notice. The CP undertakes to indemnify Verifone against all losses incurred by Verifone due to a violation of such regulations by Verifone.

### 14 Term of Agreement and termination, suspension

#### 14.1 Term

The agreement shall commence upon acceptance by Verifone of the CP's application to conclude the agreement. The declaration of acceptance shall be sent either in written form to the e-mail address provided by the CP or by transmitting access data to the Verifone systems by means of which the CP can process payments; at the latest when the CP has successfully completed a transaction via Verifone for the first time.

The agreement has the term agreed between the Parties, which may be a minimum term, as well as the agreed minimum periods for agreement extensions and notice periods. Unless otherwise agreed, the agreement may be terminated by either party for the first time by giving three (3) months' notice as of the end of the initially agreed term of the agreement. If the agreement is not terminated by then, the term of the agreement shall be extended indefinitely and may be terminated by the parties by giving three (3) months' notice as of the end of each calendar month. The termination must be in writing. The CP's right of termination at any time pursuant to Section 675h (1) BGB is excluded. The termination may be limited to individual Card Types (hereinafter "**Partial Termination**").

#### 14.2 Termination in the absence of a transaction submission

Notwithstanding the provision in Clause 14.1, the agreement may be terminated prematurely by Verifone subject to one (1) month's notice if the CP fails to submit transactions for any continuous period of six (6) months for reasons for which Verifone is not responsible.

#### 14.3 Termination for good cause

The right of the parties to terminate the agreement for good cause remains unaffected. For Verifone, good cause for termination without notice exists, in particular, if

- a) a significant deterioration in the CP's financial situation occurs or threatens to occur; or
- b) the CP is in default with making due payments to Verifone claims despite Verifone having set a deadline, combined with a threat of termination; or
- c) the CP repeatedly submits Payment Transactions via this agreement, although the CP was not entitled to do so under Clause 2.3; or
- d) the CP has made false statements upon conclusion of the agreement, in particular regarding the business operations or the offered goods and services segment, or the

- e) CP culpably fails to comply with the information obligations pursuant to Clause 5.7 at a later date; or
- e) the amount or number of Payment Transactions charged back to the CP in a calendar week or a calendar month exceeded one per cent (1%) of the total amount or total number of Payment Transactions submitted by the CP in the relevant period; or
- f) a Card Organisation justifiably requests Verifone to suspend card acceptance for good cause; or
- g) a person or company that did not exercise a controlling influence on the CP when the Agreement was concluded, gains such a controlling influence during the term of the Agreement and adherence to the Verifone Agreement becomes unreasonable; or
- h) fines are imposed on Verifone by a Card Organisation or an imposition is threatened and the imposition or threat is based on culpable conduct by the CP; or
- i) the CP fails to comply with the obligation to provide or increase security pursuant to Clause 10 within a reasonable period of time set by Verifone; or
- j) the CP authorises payment transactions to Verifone that are processed through technical systems not authorised by Verifone; or
- k) the CP has repeatedly violated the provisions of the agreement in any other way; or
- l) the CP transfers its registered office to a country outside the EEA, Switzerland or the United Kingdom; or
- m) the country in which the registered office is located or that of a branch of the CP that is the place of performance of the CP's respective offer on which the payment is based leaves the EEA, no longer belongs to the EEA for other reasons or belongs to an area of the EEA with capital controls; or
- n) Verifone no longer holds the licence from the Card Organisations required for the processing of Payment Transactions; or
- o) in the event of a chargeback pursuant to Clause 9.3 item l), the CP fails to provide proof of proper performance by submitting documents within fifteen (15) days of Verifone's request; or
- p) the CP violates legal provisions on the prevention of money laundering and terrorist financing.

#### 14.4 Formal requirements for notices of termination

Any termination of the agreement must be in writing, transmitted in the original by post or by fax. Other means of telecommunication transmission are excluded.

#### 14.5 Suspending the agreement

If there are indications of facts that would entitle Verifone to terminate the agreement without notice, Verifone shall be entitled to suspend the performance of the agreement (in particular the approval of transactions and payment of submitted transactions) until the suspicion is clarified. Clause 13.1 applies accordingly.

### 15 Waiver of statutory information obligations

The rights arising from sections 675d (1) item 1 BGB in conjunction with Article 248 sections 1 to 12, Section 13 (1), (3) to (5) and sections 14 to 16 EGBGB are waived.

### 16 Final provisions

#### 16.1 Application of German law, translations

German law applies exclusively to the business relationship between the CP and Verifone.

#### 16.2 Jurisdiction

The place of jurisdiction for all legal disputes arising from the conclusion, performance and termination of the agreement shall be Munich, Germany, if the CP is a merchant.

### 16.3 Amendments to the agreement

Any amendments to this agreement shall be offered to the CP in written form no later than two (2) months before the proposed date of their entry into force. The CP may either approve or reject the amendments before the proposed date of entry into force. The CP's approval shall be deemed granted if the CP has not notified Verifone of the rejection before the proposed date of entry into force of the amendments. The deadline shall be met if the CP sends the rejection to Verifone before the proposed date of entry into force of the amendments. Verifone shall specifically draw the CP's attention to this approval effect in the offer.

Furthermore, the CP may also terminate the payment service free of charge and without notice before the proposed date of entry into force of the amendments. Verifone shall specifically draw the CP's attention to this right of termination in the offer. Any contractual relationships existing beyond this agreement remain unaffected by such a termination.

### 16.4 Change in essential circumstances

Insofar as circumstances on which the agreements are based undergo a significant change that is not taken into account in the previous provisions, the contractual partners undertake to adapt to the changed circumstances accordingly.

### 16.5 Severability clause

Should agreed provisions be invalid or impracticable in whole or in part or lose their validity later, the validity of the remaining provisions shall not be affected. The same applies if it should turn out that this agreement contains a loophole. In place of the ineffective or impracticable provision or to fill the loophole, an appropriate provision shall then apply which, as far as legally possible, most closely approximates what the parties to the agreement would have agreed if they had been aware of the ineffectiveness, impracticability or incompleteness of the provision. If the invalidity of a provision is based on a measure of performance or time (period or deadline) specified in this agreement, the measure of performance or time (period or deadline) that is legally permissible and comes as close as possible to that intended by the parties shall apply.

### 16.6 Complaints and alternative dispute resolution

The CP's complaints to Verifone with regard to rights and obligations arising from sections 675c to 676c of the German Civil Code may be addressed to Verifone Payments GmbH, Customer complaints, Karl-Hammerschmidt-Str. 1, 85609 Aschheim, Germany or by e-mail to [customerservice.vp@verifone.com](mailto:customerservice.vp@verifone.com). Complaints submitted in this way shall be answered by Verifone in written form within fifteen (15) working days of receipt. If it is not possible to reply within the deadline for reasons beyond Verifone's control, Verifone shall send a provisional reply letter clearly stating the reasons for the delay in replying to the complaint and the latest date by which the CP shall receive the final reply. The final reply must be sent no later than thirty-five (35) working days after receipt of the complaint.

Verifone takes part in the dispute resolution procedure of the conciliation office of Deutsche Bundesbank. A request for conciliation can be sent there by e-mail to [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de), by fax to +49 69 709090-9901 or by post to Deutsche Bundesbank, - Conciliation Office -, PO Box 11 12 32, 60047 Frankfurt am Main, Germany. A form for this and further information on the procedure can be downloaded from [www.bundesbank.de](http://www.bundesbank.de) (Conciliation Office).

**Annex (optional):  
Special rules for individual card payment methods  
(currently empty)**