

## 1. Scope

These special conditions (hereinafter "RDD Conditions") apply in addition to the "General Business Conditions for POS Services" ("GBC POS-Services"), to the extent a POS service agreement is in place between Verifone Payments GmbH (hereinafter "Verifone") and the contractual party (hereinafter "CP"), and provided that the purchase of returned direct debit receivables was agreed with Verifone (hereinafter "Purchase Of Returned Direct Debit Receivables"). The regulations in sec. 1 clause 5 and 6 of the GBC POS-Services remain unaffected hereby.

## 2. Subject matter of the contract

Verifone shall, within the context of the Purchase Of Returned Direct Debit Receivables, purchase from the CP all Returned Direct Debit Receivables in accordance with the following terms and conditions, and, as the purchase price, pay to CP the direct debit amount and the costs of the returned direct debit invoiced by the payer's financial institution (hereinafter both "Reimbursement Amount"). "Returned Direct Debit Receivables" as per sentence 1 are all claims of the CP against card holders resulting from returned direct debits which are based on payments made with valid payment cards that can participate in the electronic cash system of the German Banking Industry Committee (Deutsche Kreditwirtschaft, DK) (hereinafter "girocards") and that arose in connection with the "direct debit with signature" (Lastschriftinzugsverfahren mit Unterschrift) procedure (including the claim to reimbursement of the return costs calculated by the payor's financial institution).

## 3. Purchase of receivables, assignment of receivables and payment of the purchase price

### 3.1 Purchase of receivables/condition precedent

Effective upon the conclusion of the Returned Direct Debit agreement, the CP shall sell to Verifone all Returned Direct Debit Receivables which become due during the term of the Returned Direct Debit agreement. The efficacy of the purchase shall be subject to the condition precedent that the following requirements (hereinafter "Conditions For Reimbursement") are cumulatively met:

- All prerequisites for performance as per sec. 4.1 to 4.3 must be met.
- The CP has met all examination obligations specified in sec. 5.
- The evidence specified in sec. 6 must be received by Verifone in good time.
- The Returned Direct Debits were not already paid to the CP.

### 3.2 Assignment of receivables

The CP shall assign, in accordance with sec. 398 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), the Returned Direct Debit Receivables to Verifone which were sold upon the conclusion of the Returned Direct Debit Agreement in accordance with sec. 3.1. Verifone shall accept the assignment.

### 3.3 Purchase price payment

The payment of the purchase price (= Reimbursement Amount) is subject to all conditions for reimbursement being

fulfilled, and shall take place immediately after the expiry of a reasonably long period of time for verifying if the Conditions For Reimbursement are fulfilled. In the event that, after the reimbursement, it turns out that one of the Conditions For Reimbursement was not fulfilled, Verifone can require that the CP repays those Reimbursement Amounts paid under reservation, and the expenses and processing costs incurred by Verifone. Verifone is authorised to collect from a CP account and per direct debit, any Reimbursement Amount to be paid by the CP to Verifone.

## 4. Prerequisites for performance

### 4.1 Prerequisites regarding the direct debit mandate

The direct debit mandate underlying a Returned Direct Debit Receivable must

- be prepared by a POS System of the CP which was approved by Verifone, and must be based on a BIC code and account number saved on a valid girocard,
- have been personally signed by the authorised holder of the girocard,
- contain the receipt text prescribed by Verifone,
- be legible so at least the transaction data (including bank details) is apparent and
- be compliant with the format regulations (length/side) prescribed by Verifone.

### 4.2 Prerequisites regarding the payment transactions

- The payment transaction underlying a Returned Direct Debit Receivable must have been authorised by Verifone via online operation (Online-Betrieb).
- The returned direct debit underlying a Returned Direct Debit Receivable must not have taken place due to an operational or entry error by the CP or a third party acting for the CP.

### 4.3 Prerequisites regarding the basic transaction

- The payment transaction underlying a Returned Direct Debit Receivable must not have been carried out in full or in part for cash withdrawal, to pay for the supply of vouchers or in order to pay for another kind of cash substitute. This applies in particular if the cash is paid out and the voucher is supplied by the CP in exchange for returned goods (Warenumtausch) or in connection with the card holder's statutory claims for defects.
- The legal transaction underlying the payment transaction between the CP and the customer ("Basic Transaction") must have been legally effective and must not have been reversed in whole or in part or must not have been disputed by the Card Holder. If a direct debit is returned in connection with the assertion of claims for defects as part of the Basic Transaction, the CP payment claim must be legally established and must be proven to Verifone.
- The Returned Direct Debit Receivable must be due and payable at the time of purchase in accordance with sec. 3.1; in that respect, the Returned Direct Debit Receivable may not be deferred, nor may the Card Holder have concluded an enforcement agreement regarding the Returned Direct Debit Receivable.
- Receivables from minors are not purchased by Verifone.

#### 4.4 Lack of payment requirements

Verifone shall notify the CP in writing and, for each individual case, about of the reasons, why from its point of view the payment requirements are not fully met. Even in the absence of an individual or of all payment requirement(s), Verifone is entitled, but not obliged, to collect the CP's Returned Direct Debit Receivable from the Card Holder on behalf of another party by means of a direct debit, without this resulting in a purchase of the claim by Verifone. However, the obligation to reimburse the CP the Returned Direct Debit Receivable exists only after receipt of payment from the account of the card holder, with the deduction of expenses incurred.

### 5. Further obligations of the CP

#### 5.1 Verification of the signature

The CP shall verify the consistency of the signature on the direct debit mandate with the signature on the signature field of the girocard used, and the plausibility of the first and the last name on the card and, in case of doubt, shall request that an official, signed photographic identification or valid passport of the card holder be presented, and shall verify the consistency of the name, signatures and the appearance of the card holder.

#### 5.2 Address collection upon refusal of the Card Holder's payment service provider to forward addresses in the event of a Re-turned Direct Debit

If the Card Holder's payment service provider generally refuses to forward the address of the Card Holder to Verifone in the case of a Returned Direct Debit, a receipt with an additional name and address field can be printed out from the terminal if so requested by Verifone. In this case, the CP must ask the Card Holder to present an official, signed photographic identification or passport, and shall verify the consistency of the first and last name, the signatures and the external appearance of the Card Holder. On the receipt, the first and last name, address and the identification data requested by Verifone must be noted, complete and in clearly legible form. If the presented identification document does not contain an address, the date of birth must be noted. In the case of missing, subsequently submitted, demonstrably incorrect, or illegible data, Verifone may refuse to purchase this receivable and may process it as a collection order in accordance with sec. 8.

#### 5.3 Compliance with legal requirements

The CP shall comply with all legal provisions (including data protection regulations) which apply in connection with the card holder granting the direct debit mandate and as a result of the assignment of the Returned Direct Debit Receivables to Verifone.

### 6. Evidence of Returned Direct Debits

#### 6.1 Returned Direct Debits in a CP account

If a Returned Direct Debit has been charged to an account of the CP, the CP must send the original copy of the Direct Debit Mandate signed by the card holder (the CP must retain a copy of the front and reverse) as well as a copy of the account statement on which the Returned Direct Debit is

shown, without undue delay but in any case quickly enough so that Verifone, by normal postal delivery, receives the documents two weeks after the booking date of the Returned Direct Debit.

#### 6.2 Returned Direct Debits in an Verifone account

If a Returned Direct Debit has been charged to an account of Verifone, the CP must, upon request, send to Verifone the original copy of the direct debit mandate signed by the card holder, without undue delay but in any case quickly enough so that Verifone, by normal postal delivery, receives the document two weeks after receipt of Verifone's request. The CP shall retain the original of the direct debit mandate for a period of six months after the transaction date.

#### 6.3 Returned direct debit in a CP account in which Verifone has insight

If a Returned Direct Debit is charged to an account of the CP, and provided Verifone can directly query the account movements at the CP's bank, the direct debit mandate signed by the card holder must be send to Verifone upon request. The CP shall retain the original of the direct debit mandate for a period of six months after the transaction date. The reimbursement of the purchased Returned Direct Debit Receivables takes place once per month on the 5th working day of the following month. Sec. 3.3 sentences 2 and 3 remain unaffected.

### 7. Processing of payments between the card holder and CP

#### 7.1 Card holder payments to the CP

Even after the assignment of the receivable, the CP is obliged, and where possible following previous information of Verifone via telephone, to accept payments of the Card Holder for Returned Direct Debit Receivables (including the incurred expenses and operating costs), to provide the customer with a written receipt of the payment and to note down on a second copy of the receipt the name, address, account number and the BIC code of the debtor. The CP shall send Verifone the second copy of the receipt, or the information contained in the receipt, without undue delay, but no later than on the next working day. If the debtor of a Returned Direct Debit pays the CP by transfer to the CP's account, Verifone must be informed of this, including the bank details of the card holder, without delay but no later than on the working day following the day on which the money was received. The information shall contain the details of the payer. If the CP culpably fails to inform Verifone in good time, the CP shall bear the costs of Verifone that arise due to the further pursuit of the claims by Verifone or third parties. Insofar as Verifone has already paid the reimbursement amount, the CP shall be obliged to issue payments without delay to Verifone without being requested to do so in accordance with sentence 1.

#### 7.2 CP payments to card holders

Any repayments of received direct debit amounts or received customer payments in connection with Returned Direct Debits are only permitted with the written approval from Verifone. In the absence of the same, Verifone may exclude any open receivables (Returned Direct Debits in addition to expenses and operating costs incurred) from the

purchase (as per sec. 3) and may charge the receivable back to the CP.

#### **8. Assumption of Returned Direct Debits for collection**

As part of its existing collection permit (Inkassoerlaubnis), Verifone is able to assume the processing of non-purchased undisputed Returned Direct Debit Receivables, based on a separate agreement.

#### **9. Limitation of the maximum reimbursement amounts**

##### **9.1 Daily limit**

The maximum reimbursement amount per calendar day and card holder account is agreed per individual agreement between Verifone and the CP in the form of a daily limit. If an individual amount, for the purpose of circumventing the daily limit or verification obligations over several individual transactions, is split, then Verifone - irrespective of the conditions for reimbursement - is only obliged to purchase the Returned Direct Debit Receivable resulting from the first individual transaction. Such a split of an amount is assumed if several individual transactions take place for one card holder within a period of ten minutes. The CP may provide evidence to the contrary.

##### **9.2 Monthly limit**

The maximum reimbursement amount per calendar month is limited to 20 per-cent of the total sales processed online with the signature-based Verifone electronic direct debit procedure, at a maximum however of €1,500.00 per terminal and calendar month.

#### **10. Card and account blocks**

Verifone is entitled to block girocards and account numbers from using the CP's POS Systems. The CP may not require Verifone to submit or delete/remove Card or account blocks.

#### **11. Commencement of the agreement, termination and discontinuation of business**

##### **11.1 Commencement of the agreement**

This agreement on the purchase of Returned Direct Debit Receivables begins with the countersigning by Verifone, provided there was no previous contractual relationship between Verifone and the CP. In the event this agreement was agreed subsequently to contracts existing to date without the purchase of Re-turned Direct Debit Receivables, this agreement on the purchase of Returned Direct Debit Receivables shall commence with the first transaction of the calendar month following the countersigning.

##### **11.2 Termination/consequences of the termination**

In deviation from the GBCs POS-Services, the agreement on the purchase of Returned Direct Debit Receivables may be generally be terminated by each contractual party to the end of the month, giving ten calendar days prior notice in writing. The right of the CP and Verifone to terminate the agreement on the purchase of Returned Direct Debit Receivables for good cause, in particular in accordance with sec. 11.3, remains unaffected. Any other contractual relationships existing between Verifone and the CP shall remain unaffected in the event the agreement on the

purchase of Returned Direct Debit Receivables is terminated.

##### **11.3 Discontinuation of the CP's business**

If the CP intends to discontinue its business operation, it must inform Verifone of this without delay, but no later than six weeks before the intended discontinuation. In this case, Verifone may terminate the agreement on the purchase of Returned Direct Debit Receivables for good cause and without notice period. If the information in accordance with sentence 1 is not given, or is not given within the deadline, Verifone may reject the purchase of the Returned Direct Debit Receivables of the last 30 days of the CP's business operation, even if the other conditions for reimbursement are present.

##### **11.4 Governing Language, convenience translation**

This document is a convenience translation of the version in German. The version in German shall be legally binding in all respects and shall prevail in the event of any conflicts or inconsistencies regarding the interpretation or application of the terms of this document.