

1 Preliminary Remark

These Special Terms and Conditions for Klarna, together with the "Agreement on the Acceptance and Settlement of Alternative Payment Services" (hereinafter: "GBC AP Services"), apply to the payment options offered by Klarna Bank AB, a Swedish public limited company (hereinafter: "Klarna") and the sale and assignment of purchase price receivables by the CP vis-à-vis its customers to Verifone that result from sales of goods and services by the CP for the payment of which the customer has chosen one of the payment options offered by Klarna, has submitted an approval request to Klarna and Klarna has accepted the request as communicated by Verifone (hereinafter: "Purchase Price Receivables").

In deviation from Sec. 1.2 of the GBC AP Services, the role of Verifone is to enable CP to offer Klarna payment options to its customers and to acquire purchase price receivables from the CP and to re-sell them to Klarna (chain factoring).

2 Description of the Klarna Service

2.1 Payment Options

Klarna enables customers to pay by means of various payment options, such as but not limited to payment in instalments, upon invoice or immediately, when making a purchase from CP (the options collectively "Klarna Service"). Access to Klarna Services is currently made available by Verifone to the CP for payments across different channels, such as but not limited to in-store, online, and in-app.

2.2 Selection of payment option by customer; acceptance or decline by Klarna

At the POS, the customer may select Klarna Services by either requesting CP to initiate the payment on the CP's Terminal or by customer selecting a Klarna Service on a device model that is provided and supported by Verifone ("Supported Device Model"). The Supported Device Model will present the customer with a scannable code, which the customer scans with its own mobile device. The code will lead to Klarna's hosted-payment page, where the customer will submit the information requested by Klarna regarding the customer's identity and desired Klarna Service. The choice of the type of Klarna Service lies solely with the customer and not with the CP. Klarna will carry out a credit check on the customer and will determine whether to accept or decline the customer. Klarna's decision will be communicated to the CP via Verifone.

For online and in-app payments, the customer may select Klarna Services during the checkout process. When selecting Klarna Services, the customer will be directed to a hosted-payment page provided by Verifone or another Verifone group entity (that can be embedded in the CP's shop via an i-Frame). On the hosted-payment page, the customer will submit the information requested by Klarna regarding the customer's identity and desired Klarna Service. Klarna will carry out a credit check on the customer and will determine whether to accept or decline the customer. Verifone's interface displays Klarna's decision to the customer and the CP.

2.3 Collection of payments

Verifone purchases the Purchase Price Receivables from the CP and then Klarna purchases the CP's Purchase Price Receivables from Verifone and collects payments directly from the customer in accordance with the payment option chosen by the customer.

3 Guarantees by CP; sale and assignment of Purchase Price Receivable by CP

3.1 Guarantees regarding Purchase Price Receivable

With regard to the Purchase Price Receivables, the CP guarantees the following:

- a) the Purchase Price Receivables Claims meet the criteria listed in Sec. 2.3 lit. b)-j) of the GBC AP Services;
- b) the underlying transaction to the Purchase Price Receivable does not involve unethical business practices not in compliance with Klarna's Ethical Instruction for Merchants (https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf) and as exemplified in the list of prohibited or restricted products and practices of Annex 1;
- c) the Purchase Price Receivables are not subject to any liability claims of third parties, especially any claims under applicable VAT laws;
- d) the Purchase Price Receivables have not been transferred or pledged to third parties or are subject to other restrictions of transferability apart from a customary retention of title (*Eigentumsvorbehalt*).

3.2 Assignment of Purchase Price Receivables

The CP hereby assigns, subject to the condition precedent in Sec. 3.4 below, all current and future Purchase Price Receivables and all Ancillary Rights (as defined below in Sec. 3.3) to Verifone and Verifone hereby accepts the assignment. The CP is obliged to sell and assign all Purchase Price Receivables and all Ancillary Rights exclusively to Verifone.

3.3 Ancillary Rights

Ancillary Rights means:

- a) rights to collect payment of the Purchase Price Receivables;
- b) rights for any securities and collateral securing the relevant Purchase Price Receivable;
- c) transport and deficiency insurance claims;
- d) the CP's contingent claims to demand possession or repossession from a direct possessor;
- e) other claims against third parties with respect to the relevant Purchase Price Receivable (such as trade credit, transport, burglary, theft, fire insurance, claims against central settlers and purchasing associations, claims against carriers), as well as all further ancillary rights or any other ancillary rights pertaining to or associated with the relevant Purchase Price Receivable.

3.4 Conclusion of purchase agreement; further transfer

The assignment described in Sec. 3.2 of the relevant Purchase Price Receivable including all Ancillary Rights is subject to the conclusion of a purchase agreement regarding the relevant Purchase Price Receivable. For this purpose, CP will offer to sell a certain Purchase Price

Receivable including all Ancillary Rights to Verifone for in-store payments by accepting Klarna payments on the Supported Device Model. For online and in-app payments, CP will offer to sell the Purchase Price Receivable including all Ancillary Rights to Verifone by activating the API or hosted-payment page provided by Verifone or another Verifone group entity. Verifone will accept such offer for in-store payments by displaying Klarna payments on the Supported Device Model; for online and in-app payments by displaying acceptance of the transaction on hosted-payment page. Verifone may onsell and assign the Payment Claims to Klarna.

3.5 Assignment in case of extended retention of title

Where the assignment of the Purchase Price Receivables and all Ancillary Rights is not valid due to an extended retention of title (Verlängerter Eigentumsvorbehalt), the assignment becomes valid upon the pay-out of the purchase price to the CP by Verifone or the CP's waiver of its retention of title.

3.6 Purchase Price for the Purchase Price Receivables

Verifone pays a purchase price for the Purchase Price Receivables to the CP in the nominal amount of the Purchase Price Receivables. The purchase price is due and will be settled in accordance with Sec. 6 and 8 of the GBC AP Services.

4 Re-transfer of Purchase Price Receivable

4.1 Conditions for re-transfer

Klarna has the right to re-sell and re-assign (hereinafter: "re-transfer") Purchase Price Receivables to Verifone and Verifone has the right to re-transfer such payment claims to the CP if:

- a) If the CP is in breach of any of the guarantees set out in Sec. 3.1 above in relation to such Purchase Price Receivable;
- b) If there is a dispute or contestation between the CP and the customer regarding the Purchase Price Receivable and such dispute or contestation is not based on a mere unwillingness or inability to pay. A dispute may be, e.g. when the goods or services are alleged to be faulty or not delivered in full;
- c) Purchase Price Receivables in connection to which the CP is in breach of the law applicable at the delivery address;
- d) Purchase Price Receivables where the CP has not complied with Klarna's shipping policy with respect to each respective country, as may be in effect from time to time. Klarna's shipping policies can be found at <https://www.klarna.com/international/shipping-policies/> (e-commerce), <https://x.klarnacdn.net/merchant-app/instore-shipping-policy-partner.pdf> (in-store) and are also available upon request;
- e) Purchase Price Receivables where the customer has used its lawful right to regret/cancel its purchase (and such cancellation has been approved by the CP), or where the CP has extended the customer a right to return the goods or services in excess of what is stipulated in applicable mandatory laws;
- f) Purchase Price Receivables for which the CP is imposing customer terms with respect to the Klarna Services that are contrary to the terms provided by Klarna;

- g) Purchase Price Receivables in which a customer acquires cash (e.g. a currency exchange), checks, vouchers, or other money orders;
- h) Purchase Price Receivables for transactions that are made in violation of the terms of the GBC AP Service or these Special Terms and Conditions;
- i) Purchase Price Receivables where handout of goods or performance of services has not been carried out at all, has been unreasonably delayed, or cannot be evidenced; Purchase Price Receivables claims where Klarna has requested an ID verification of the respective customer to be carried out by the CP and such identification has not been carried out or cannot be evidenced in accordance with Klarna's shipping policy.

Any such Purchase Price Receivable meeting any of the criteria set out above hereinafter "Re-transfer Receivable".

4.2 Condition precedent to re-transfer and acceptance by the CP

Verifone hereby re-transfers any Re-transfer Receivable (or a portion thereof for which Klarna has not yet collected payment) subject to the condition precedent that Klarna notifies Verifone of such re-transfer and the CP hereby accepts the re-transfer of all current and future Re-transfer Claims. Verifone will notify the CP of a re-transfer notification made by Klarna.

4.3 No refund of fees in case of re-transfer

Where Klarna has notified Verifone of a re-transfer pursuant to Sec. 4.2, the CP will have to re-pay the amount of the nominal value of the Re-transfer Receivable (or a portion thereof) but will not receive a refund for the fees charged for the original sale and assignment of the Purchase Price Receivable.

4.4 Debt Collection Charges

The CP will have to reimburse Verifone for charges levied or costs incurred by Klarna for debt collection (hereinafter: "Debt Collection Charges") under the following circumstance:

- a) In case of the CP cancelling a Payment Claim (Sec. 4.3 lit. e) and Klarna sells or has sold all or a portion of such payment claim to an external debt collector; Klarna will charge Verifone a certain fee (currently 50.00 EUR);
- b) Where a payment claim has been re-transferred and in connection with such re-transfer Klarna has been required to undertake then unwarranted reminder or debt collection activities, Klarna will charge Verifone certain fees for payment claims in "reminder" (currently 1.50 EUR) and "debt collection" (currently 10.00 EUR) status.

4.5 Notification of customer

The CP irrevocably authorizes Verifone with the power of sub-delegation to notify the relevant customer regarding the assignment of the Purchase Price Receivable.

5 Reporting and Disbursement

5.1 Reporting by Klarna and assumption of risk

On each business day, Klarna will provide Verifone with a list of transactions made using the Klarna Services at the previous day (and any preceding days which were not business days), also setting out which have been accepted,

purchased and assigned to Klarna. Klarna assumes the risk of non-payment by customer for Purchase Price Receivables sold and assigned by Verifone to Klarna. Klarna pays out to Verifone the nominal amount of the Purchase Price Receivables thus purchased and assigned by Klarna, less charges. However, the times of pay-out by Klarna to Verifone may vary. The CP is aware that this may also cause the payment by Verifone to the CP to vary by time.

5.2 Reporting by Verifone; receipt of payments on trust account and disbursement

Verifone shall provide the CP with a list of the payment transactions recorded by Klarna based on the report prepared by Klarna. Payment to the CP shall be made upon receipt by Verifone of the amounts paid out by Klarna at the agreed payment interval. Verifone will receive the payments from Klarna as a trustee on a trust account as specified in Sec. 7 of the GBC AP Services. Unless otherwise agreed with the CP, the fees charged by Klarna and Verifone, the amount of any Re-transfer Claims (or portions thereof) pursuant to Sec. 4 and any claims for reimbursement of expenses by Verifone (e.g. Debt Collection Fees) shall be set-off (Verrechnung) and deducted from the pay-out.

6 Obligations of the CP

6.1 Adherence to Klarna Scheme Rules

The CP must comply with the Klarna Scheme Rules as made available to the CP by Verifone from time to time. Sec. 12 of the GBC AP Services shall apply mutatis mutandis to any change of the Klarna Scheme Rules.

6.2 Marketing; Fees for Customers

The CP is required to co-ordinate with Klarna directly any marketing activities in relation to the Klarna Services. In deviation to Sec. 2.2 of the GBC AP Services, the CP may charge the customer fees when using the Klarna Services less or equal to the fees owed to Verifone for the relevant Payment Claim to the extent permitted by law.

6.3 Customer terms and information

Klarna will provide customers with the relevant terms applicable to its service through the hosted-payment page. Where it is required by law or otherwise advisable, to provide customer with such terms and information in a different way, CP shall provide the customer with such terms and material upon request and instructions by Verifone and shall ensure that customer agrees to be bound by them and to provide Verifone with evidence of such acceptance.

6.4 Processing of Complaints and Returns

The CP shall process all complaints and returns promptly and, in the event that a customer complaint or contestation has not been finally settled within a maximum of 35 days, depending on the nature of the complaint or return shall promptly notify Verifone. In the event that the CP agrees to accept the return of a purchase (including partial return) or price reduction, the CP shall promptly notify Verifone thereof. In case of a full or partial refund, Verifone will deduct from the next pay-out the full or partial purchase price pursuant to Sec. 3.6. Fees charged for the original transaction by Klarna and Verifone will not be refunded. In case the CP and the customer do not solve the complaint

between themselves, Klarna takes over the process and any complaint should be resolved within a 14 days period. In case of a full or partial refund, Verifone will deduct accordingly as described in this Sec. 6.4.

6.5 Notification of relevant changes

In addition to Sec. 4.6 of the GBC AP Services, the CP shall inform Verifone immediately of any events that may have an impact on the CP's creditworthiness, including changes to business operation and industry affiliation.

6.6 Collaboration

The CP shall collaborate in making any further declaration or taking action in case of any doubt about the validity of the assignment of the Purchase Price Receivable including all Ancillary Rights raised in in or out-of-court. The CP will execute such declaration or action upon request of Verifone.

7 Special reasons for termination

Klarna may request Verifone to terminate a CP if after a period of curation, Klarna finds good reason to issue such request. Such reason may be for instance, if the CP also offers payment options similar to the Klarna Services on its own or in co-operation with a third party.

8 Non-applicability of certain parts of GBC AP Services

Due to the nature of the Klarna Services and the chain factoring set-up, Sec. 5 and 9.2 of the GBC AP Services shall not apply.

This translation is provided for the CP's convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.

Annex 1: Unethical Business Practices, Methods, Products and Services

This list of prohibited and restricted business practices, methods, goods and services is not exhaustive. Other business practices, methods, goods and services may be prohibited or restricted by Klarna, based on the principles outlined by the Ethical Instructions for Merchants.

Prohibited

1. Marketing, distribution or other handling of prohibited products or services
2. Practices and methods abusing trading for VAT fraud, tax evasion
3. Pyramid type schemes for marketing, distribution and sales
4. Practices misleading or deceives consumers or discarding or avoiding consumer protection laws
5. Unlawful use of workforce, including tax evasion
6. Negative response marketing
7. Illegal business methods, practices, products or services
8. Products that encourage crime or may provide support to illegal activities, e.g. unregistered/unauthorized weapons or products and services that support extremist or terror actions or organizations.
9. Illegal substances (or substitutes to such), and products typically used for manufacturing or using such
10. Counterfeit products, unlicensed copies and other products infringing intellectual property rights
11. Services designed to promote infringements of intellectual property rights, e.g. by bonus programs for uploading unauthorized digital content and unauthorized file sharing or streaming.
12. Gambling, betting or lotteries financed through credit provided by Klarna or otherwise provided without appropriate licenses as required by law
13. Products or services, which is intended to cause danger, injury or suffering to humans or animals
14. Trade with protected animals or plants or products originating from protected animals or plants
15. Delivery methods that may cause suffering to animals
16. Content, products or services encouraging or in other ways inappropriately related to hate, violence, racism or discrimination
17. Prostitution and escort services
18. The sale of a product or service, including images, which is patently offensive and lacks serious artistic value (such as, without limitation, images of nonconsensual sexual behavior, sexual exploitation of a minor, non-consensual mutilation of a person or body part, and bestiality).
19. Financial services provided without appropriate licenses as required by law
20. Products and services (e.g. fireworks, prescription drugs, weapons and armaments) provided without appropriate licenses.

Restricted (requires separate approval)

1. Aggressive marketing
2. Business practices, which may cause reputational harm
3. Out- and inbound telemarketing
4. Door-to-door sales
5. Possession or association with sites, products or services which are contrary to Klarna's ethical standards
6. Tobacco products or substitutes thereof

7. Electronic cigarettes (including e-liquid)
8. Alcohol products
9. Weapons or armaments, including replicas, soft air guns, knives etc.
10. Cyberlockers (e.g. file sharing, file hosting, file storage) hosting or encouraging unethical or unauthorized content
11. Digital downloads (e.g. film and music download/streaming) providing or hosting unethical or unauthorized content
12. Adult, sexual or pornographic products and services, including live web cam
13. Nutraceuticals
14. Dual use products, which may have a legitimate use, but also an illegitimate use
15. Selfdiagnosis test for diseases
16. Financial products or services, such as investment services, financial advice, money services incl. money transfer, currency exchange, virtual, digital or crypto currencies (e.g. Bitcoin), binary options
17. Political organizations, parties or initiatives