

## Terms and Conditions of Nexi Germany GmbH for Alipay+ Payment Transactions

### Subject matter of the Agreement and conditions Alipay+

#### Preamble

These Terms and Conditions of Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany (hereinafter referred to as "**Nexi**") for Alipay+ payment transactions govern the obligations to be mutually fulfilled by Nexi and by the Contractual Partner whenever payment transactions are generated in the Contractual Partner's business operations using the payment system Alipay+ of ALIPAY CONNECT PTE. LTD., 51 Bras Basah Road, #04-08 Lazada One, Singapore 189554 (- together with possible successors and acquiring entities hereinafter also referred to as "**Alipay+ Core Operator**"). These contractual terms and conditions for Alipay+ supplement the "Terms and Conditions of Nexi Germany GmbH for the Acceptance and Settlement of Credit and Debit Cards" (- hereinafter referred to as "**Contractual Terms and Conditions**" -). In the event of contradictions, these Terms and Conditions for Alipay+ shall prevail. The Nexi services forming the subject matter of the Agreement hereunder for the use of the Alipay+ payment system are referred to hereinafter as "**Alipay+ Service**".

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### A Subject matter of the Agreement

Subject to the following provisions, the Contractual Partner shall have the right to submit payment transactions generated using the Alipay+ payment system to Nexi for settlement by Nexi as described hereinafter (see Part A Section 3). Under the Contractual Terms and Conditions, the Alipay+ transactions forming the subject matter of the Agreement shall be treated the same as those where the payment card is physically present.

The Parties have agreed on submission of "In-Store MPM Payments". An "**In-Store MPM Payment**" refers to a payment product made available by the Alipay+ Core Operator on the premises of the respective business in which a user uses an application made available by a mobile payment partner (issuer) for detecting a collection code presented by a merchant and for initiating a payment. MPM means merchant-presented mode in which a merchant displays a code which the user can scan. The Contractual Partner acknowledges that on account of maintenance times the processing platform operated by the Alipay+ Core Operator is not continuously available.

The Contractual Partner shall use a terminal which is approved and set up for Alipay+ transactions. When operating the terminal, the Contractual Partner shall follow the instructions of the terminal manufacturer. First, the Contractual Partner enters the transaction data into the terminal, which then creates a QR code using the transaction data and the data of the Contractual Partner. The Contractual Partner's customer ("**Alipay+ User**") scans the QR code using a smartphone equipped with Alipay+ functionality. These data are transmitted to the Alipay+ computer from the smartphone. Via a smartphone the Alipay+ User, and via its terminal the Contractual Partner, shall each receive an authorisation for the transmitted transaction. Nexi shall then credit the Contractual Partner for transactions generated by the latter in accordance with the present Contractual Terms and Conditions on the basis of the list of transactions received from the Alipay+ Core Operator less the agreed percentage discount. The amount of the discount shall be agreed by the Parties in the supplementary agreement for Alipay+.

For the purpose of preventing money laundering, abuse, or in compliance with other requirements, the Alipay+ Core Operator may subject the Contractual Partner or Alipay+ User to limitations, in particular by not authorising individual transactions or excluding individual persons from the Alipay+ Service entirely. The Alipay+ Core Operator may also make the authorisation of a transaction conditional on certain identification procedures on the part of the Contractual Partner, for example ID verification.

The Contractual Partner shall use the Alipay+ Service exclusively for payments for goods and services sold by the Contractual Partner as described by the Contractual

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Partner in the service agreement. In particular, the Contractual Partner shall not use Alipay+ Services for the sale of goods and services of third parties and not for merely forwarding electronic assets. The Contractual Partner shall not make its terminal available to any third parties for the settlement of Alipay+ transactions. The Contractual Partner shall not use the Alipay+ Service for the sale of any products or services listed in the **annex** to these Terms and Conditions. The same shall apply to products and services whose sale is prohibited by the applicable laws and regulations. The Contractual Partner shall use the services forming the subject matter of the Agreement only for Alipay+ transactions from those countries agreed with Nexi in the Alipay+ supplementary agreement.

The Contractual Partner shall place the Alipay+ acceptance logo in a sufficiently prominent location at the point of sale and ensure that their checkout staff have been familiarised with and trained in the operation of the terminal for the processing of Alipay+ transactions. The Contractual Partner shall not discriminate against Alipay+ with regard to other payment methods; in particular, the Contractual Partner shall not place the Alipay+ acceptance logo in a less prominent location than the acceptance logos of other payment methods. The Contractual Partner shall not charge a separate fee to Alipay+ Users for payments made using the Alipay+ Service. The Contractual Partner shall not make the Alipay+ Service conditional on a minimum transaction amount nor allow the use of the Alipay+ Service only up to a certain maximum amount. The Contractual Partner shall not limit the use of the Alipay+ Service in any other way, unless the limitations are contractually agreed with Nexi or are required by law or by the Alipay+ Rules.

Transaction processing at Nexi shall be performed on the basis of the list of transactions received from the Alipay+ Core Operator. Nexi shall receive the list at 6 a.m. (Beijing time) for the transaction data transmitted to the Alipay+ Core Operator on the previous day (Beijing time). Processing shall be performed only on banking days in the German federal state of Hesse. Settlement shall occur within 2 banking days following receipt of the list of transactions and settlement by the Alipay+ Core Operator.

The Contractual Partner shall retain receipts for Alipay+ transactions and for the provision of services under the basic relationship (e.g. sale of goods, provision of services) for five years and, at the request of Nexi, which shall make such request based on a request by the Alipay+ Core Operator, shall transmit such receipts to Nexi. The retention period shall begin once the transaction has been concluded. The statutory obligations shall not be affected by the foregoing provisions. Should the Contractual Partner be unable to furnish the requested receipts within two weeks at the latest, Nexi shall have the right to charge back the credited amount under the requested transaction. Eligible proof of the transaction shall include product name, price as well as appropriate proof that the goods

or services were properly delivered or provided. The latter might include video, recording, receipt or the address, name and other contact information of the recipient.

The Contractual Partner shall ensure, either itself or through corresponding contractual agreements with service providers, that the hardware and software used by it for the Alipay+ Service meet the respective requirements for system connectivity.

Should the Contractual Partner approve a credit to an Alipay+ User via the Alipay+ payment system, the Contractual Partner shall initiate this credit within the working day on which it gave the approval using its card payment terminal or checkout connection.

### **B. Conditions of the abstract promise of debt**

1) In accordance with the present Agreement, Nexi shall reimburse to the Contractual Partner all card transactions submitted by the Contractual Partner for payment settlement which the Contractual Partner was entitled to accept pursuant to Part A "Subject matter of the Agreement" Section 5 in conjunction with the annex attached to these Terms and Conditions and which the Contractual Partner has submitted and processed pursuant to the provisions in Part A "Subject matter of the Agreement", Sections 2 to 5 and 8 to 10 of these Terms and Conditions. This abstract promise of debt shall additionally be given under the following conditions precedent:

- a) Prior to submission of the card transaction, the Contractual Partner has received an authorisation notification for the card transaction from the Alipay+ Core Operator irrespective of its amount (zero limit).
- b) A required PIN has been personally entered by the Alipay+ User. The transaction data for calculating the QR code have been correctly entered into the terminal.
- c) The Alipay+ User has properly authorised the total invoice amount through the authentication process required pursuant to Part A Section 3 (e.g. by manually entering a PIN).
- d) The Contractual Partner has submitted each card transaction to Nexi for settlement only once and has provided Nexi with proof upon request that each submitted claim was based on a transaction with the customer.
- e) The Contractual Partner has only submitted claims whose amount and currency correspond to the amount invoiced to the cardholder for the goods and services offered and the currency.
- f) In the event of a later delivery of goods or provision of services after the QR code has been scanned using a smartphone, the Contractual Partner, in the event of a complaint by the Alipay+ User, must prove to Nexi in writing within the period set by Nexi by furnishing appropriate documents that it has delivered or provided the goods or services free of defects, corresponding to the description of the Contractual Partner in the product description with regard to quality, colour, size and number of the goods or service and in compliance with any

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deadline agreed with the Alipay+ User to the delivery address specified by the Alipay+ User or has not received the goods back from the Alipay+ User or has received the goods back from the Alipay+ User and has delivered or provided them again to the Alipay+ User by way of replacement goods or after remedying the defect.

- g) The Contractual Partner has complied with all obligations to furnish security in accordance with Part A Section 3.5 and Sections 3.7 to 3.10 of the Contractual Terms and Conditions and its obligations to inform pursuant to Part A Section 9 of the Contractual Terms and Conditions.
  - h) The payment transactions submitted by the Contractual Partner have been settled for Nexi by the Alipay+ Core Operator.
- 2) Nexi shall have the right to amend or supplement the terms and conditions set forth in Part B "Conditions of the abstract promise of debt", Section 1 a) to i), by notifying the Contractual Partner in writing within a period of two months if Nexi deems such amendments to be necessary due to possible abusive practices or if such amendments become necessary due to requirements of the Alipay+ Core Operator.
  - 3) In the event of a complaint about a payment transaction by the entitled Alipay+ User or by the card-issuing institution, the Contractual Partner shall provide Nexi with written proof of the fulfilment of all the obligations set forth in this Part B where such fulfilment falls within its operating sphere.

### C Use of the Alipay+ acceptance logo

The Alipay+ Core Operator is the owner of all copyrights with regard to the Alipay+ payment system as well as all Alipay+ brands in particular. For the duration of the Agreement with Nexi, the Contractual Partner shall have the right to use the brands and legally protected processes and software exclusively for the purpose of using the Alipay+ Service and within the scope of the provisions of this Agreement. These rights of use are not exclusive, may not be sublicensed and are non-transferrable, and they may be amended or revoked in writing during the term of this Agreement by the Alipay+ Core Operator. No copyrights are transferred by this Agreement, but only rights of use limited in term and scope. The Contractual Partner shall take reasonable steps to protect the copyrights of the Alipay+ Core Operator and shall cease to use them at the request of the Alipay+ Core Operator or Nexi.

### D Confidentiality, information, publications

The Parties acknowledge that information they have received or will receive in each case from the respective other Party in connection with the Alipay+ Service has value for the divulging Party. For this reason, neither Party shall divulge information thus received unless required to do so in order to fulfil contractual duties or as required by law or authorities. To the extent permitted, the divulging Party shall inform the other

Party in advance of any divulgement beyond the execution of this Agreement.

To the extent required by provisions in legislation or requirements of authorities, the Contractual Partner shall make available to Nexi and/or the Alipay+ Core Operator information which Nexi and the Alipay+ Core Operator may make available to requesting authorities and cooperating banks.

The Contractual Partner shall not issue any press releases or other public statements with regard to the Alipay+ Service without the prior written consent of Nexi. For the duration of this Agreement, the Alipay+ Core Operator shall have the right to name the Contractual Partner along with its brand logo in connection with the Alipay+ payment system, for example in connection with the publication of lists of acceptance outlets or on invoices issued to Alipay+ Users.

The Contractual Partner's data shall be transmitted for storage to the Alipay+ Core Operator to China and to other banks in Asia enabling their customers to use the Alipay+ Service. The same shall apply to the transaction data.

### E Term/termination

The supplemental agreement for the provision of the Alipay+ Service may be terminated observing a notice period of 30 days.

Should the Alipay+ Core Operator terminate its partnership with Nexi, Nexi shall have the right to terminate the Alipay+ Service observing a notice period of five days. Should the Alipay+ Core Operator exclude the Contractual Partner from use of the Alipay+ Service, Nexi shall have the right to terminate the Alipay+ Service for the Contractual Partner without observing a notice period.

### F Miscellaneous

Any changes or amendments to this Agreement must be made in writing in order to be valid. This also applies to an agreement on the cancellation of such written form requirement. If any provision of the supplemental agreement is or should become invalid, this shall not affect the validity of the remaining provisions. The Parties shall be obligated to replace the invalid provision with a valid provision that best achieves the economically desired result.

### Annex to A "Subject matter of the Agreement", Section 5:

The Contractual Partner shall not submit any transaction relating to goods or services which fall under the categories listed below or which are otherwise illegal or prohibited in the country in which the Contractual Partner is domiciled. These categories are:



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- (a) adult goods or services;
- (b) games of chance or private lottery services;
- (c) online sale of tobacco products;
- (d) weapons of any kind;
- (e) goods or services violating privacy or ownership;
- (f) financial products or services, including money transfer services and crypto-currencies;
- (g) biochemically infectious products;
- (h) goods or services which pose a risk to national security or which are discriminatory in their content, also with reference to race, gender, religion or region;
- (i) generics or pseudo-pharmaceuticals, anaesthetics or psychotropic substances, narcotics or surrogacy services, and
- (j) all goods or services which are illegal or prohibited in accordance with the applicable laws within the Contractual Partner's business territory.