

Terms and Conditions of Nexi Germany GmbH for the Acceptance and Settlement of Credit and Debit Cards

Subject matter of the Agreement and conditions of card acceptance

Subject matter of the Agreement

These Terms and Conditions of Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn (hereinafter referred to as "Nexi"), govern the services of Nexi with regard to the acceptance and settlement of credit and debit cards in the business operations of Nexi's contractual partners in the contractually defined countries of the European Union. The Contractual Partner is an enterprise within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – "BGB"). The Contractual Partner commissions Nexi, on the one hand, to process payment orders issued by credit and/or debit cards of the card organizations Mastercard, Visa, Diners Club International / Discover, UnionPay and JCB (hereinafter referred to as "card" or "cards") as well as their settlement with the Contractual Partner. "Cards" within this meaning shall also exist pursuant to these Terms and Conditions if the Card data are stored on another medium (e.g. smartphone). Nexi undertakes towards the Contractual Partner to pay the card transactions submitted by the Contractual Partner in accordance with the following conditions, irrespective of the customer's payment order, on the basis of its own contractual payment obligation pursuant to section 780 BGB. These General Terms and Conditions govern the processing of point-of-sale and remote sale card transactions.

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A General provisions

1. Submission principles and authorisation

- 1.1 The Contractual Partner is entitled to accept all cards of the agreed card types (e.g. company or consumer credit cards) for cashless payment settlement in accordance with these Terms and Conditions. The Contractual Partner shall submit all payment orders issued by credit and debit cards exclusively to Nexi for settlement in its business operations, which it was permitted to accept and submit by presenting a card in accordance with this Agreement.
- 1.2 If a cardholder chooses cashless payment settlement by means of his card, the Contractual Partner shall accept the card in accordance with these Terms and Conditions, provided that acceptance of the card type used by the cardholder has been agreed between Nexi and the Contractual Partner. Acceptance of the card may not be made dependent on a minimum transaction amount. A fee may not be charged for the acceptance of a card (surcharge).
- 1.3 In accordance with this Agreement, the Contractual Partner is entitled to accept and submit payment orders exclusively within the European Economic Area (EEA).
- 1.4 The Contractual Partner shall expressly identify each reserved card transaction as a reservation prior to submission to Nexi. If a card transaction and/or authorisation is not expressly identified as a "reservation", it shall be treated as a "final authorisation". The Contractual Partner shall immediately cancel reservations if no posting of the card transaction is made subsequently to such a reservation. In the event of a reservation, the Contractual Partner shall also inform the cardholder of the amount reserved by the Contractual Partner on his card and obtain his consent. If the Contractual Partner increases the reservation at a later time, the consent of the cardholder must also be obtained for this. The Contractual Partner shall submit reservations within the submission deadlines specified by the card organizations for the respective card product or type of transaction as final authorisation.
- 1.5 If a transaction/authorisation with a Mastercard card is not identified as a reservation, although it otherwise fulfils the following reservation requirements, the Contractual Partner shall pay Nexi an additional fee ("Mastercard Processing Integrity Fee") for this card transaction in accordance with the applicable price and service list. The requirements for a reservation in this sense are as follows:

- a) posting later than three working days after obtaining authorisation
- and/or
- b) authorisation and clearing amounts do not match
- and/or
- c) authorisation and clearing currencies do not match.

The Contractual Partner shall also pay the Mastercard Processing Integrity Fee to Nexi if the Contractual Partner has cancelled a transaction/authorisation which is not expressly identified as a reservation. The reason for the cancellation is not material.

- 1.6 Card data of a cardholder may only be processed for the purpose of transmitting the payment data to Nexi and only with the express consent of the cardholder. Card data may be stored, processed and transmitted only in a PCI-compliant manner. The consent of the cardholder ("Consent Agreement") must contain the following elements: Confirmation of the stored card number (PCI-compliant, e.g. by abbreviating the number to the last four digits), purpose for which the card data is used, duration of the Agreement and confirmation by the Contractual Partner that all changes will be communicated to the cardholder via an agreed communication channel. The Contractual Partner must inform the cardholder in advance of the following items and obtain the cardholder's consent: cancellation and return conditions, domicile of the Contractual Partner, transaction amount and currency or the description of how the transaction amount is determined. If surcharging is exceptionally permitted, e.g. by express statutory provision, a confirmation of the surcharge charged. Transactions may only be initiated for the purposes stated in the "Consent Agreement" and only pursuant to Part E of these Terms and Conditions (Special Terms and Conditions for MITs).

- 1.7 The issuance of an authorisation number does not restrict Nexi's right to charge back, as Nexi, when obtaining the authorisation number from the card-issuing institution, can only check the open credit limit of the card and the possible blocking of the card number due to loss or theft of the card. The form and content of the data transmission shall be specified in data records of the card settlement companies and shall be determined on this basis. These are to be observed by the Contractual Partner. Changes to the aforementioned data records made by the card settlement companies at the request of the operators of the payment systems (card organizations) must be implemented immediately by the Contractual Partner at its own expense.

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1.8 The Contractual Partner shall not be entitled to assign its claims against Nexi to third parties without Nexi's prior written consent.

2. Service fees and other fees

2.1 If the discount model has been agreed with the Contractual Partner, it shall pay Nexi the service fee agreed in the service agreement for the settlement of the card transactions submitted by it in the amount of a percentage of the total invoiced amount submitted and, depending on the agreement, a transaction-independent fee. The amount of the service fee depends on the payment frequency agreed with the Contractual Partner at which Nexi is to remit the card transactions to the Contractual Partner's bank account. The service fee shall initially be determined on the basis of the card transaction data provided by the Contractual Partner prior to the conclusion of the Agreement or in the event of a change in the Agreement (e.g. number of transactions, average and total revenue, distribution of domestic and foreign cards, proportion of company/consumer credit cards). If these values are not reached or exceeded over a period of three months and the applicable costs of interchange and/or card scheme fees, i.e. all fees to be paid by Nexi to the respective card organization routinely on the basis of the licence or processing agreement concluded with the respective card organization or on the basis of individual agreements with the respective card organization, including in particular scheme fees and funds as well as processing fees for services purchased from the respective card organizations (hereinafter collectively referred to as "card scheme fee"), for Nexi compared to the originally calculated interchange and/or card scheme fee costs, Nexi shall be entitled to adjust the weighted service fee at its reasonable discretion pursuant to section 315 BGB. The Contractual Partner shall pay Nexi a provision fee for the provision and maintenance of the card acceptance and settlement system without submission of card transactions. The Contractual Partner shall pay Nexi the fees charged by Mastercard Europe/Inc. (hereinafter collectively referred to as "Mastercard") and Visa Europe/Inc. (hereinafter collectively referred to as "Visa") for registration in special merchant programs (e.g. adult entertainment, gambling, shipment of medication or tobacco products) and to conclude a corresponding agreement with Nexi. If the interchange and/or card scheme fee rates for card transactions that Nexi has to pay to the card-issuing institutions as well as Mastercard, Visa or another card organization, which apply to the contractual relationship with the Contractual Partner and are

valid at the time of signing the agreement, are changed and/or newly introduced by Mastercard, Visa or another card organization, Nexi shall be entitled, at its reasonable discretion pursuant to section 315 BGB, to adjust or newly introduce the percentage service fee as well as the other fees. The Contractual Partner may obtain information on the cross-border interchange rates of the Mastercard and Visa card organizations on their websites (www.mastercard.com; www.visaeurope.com). The Contractual Partner shall be entitled to demand a rendering of account from Nexi with disclosure of the interchange and card scheme fees. The Contractual Partner shall request Nexi to submit an offer in writing.

2.2 If settlement according to the interchange++ model has been agreed, the Contractual Partner shall pay the interchange fee incurred for the submission and settlement of the card transactions and to be paid to the respective issuer of the card used plus the fees to be paid to the respective card organization (card scheme fees) – possibly also for reservations made, authorisations or other services used via the systems of the card organizations – plus the acquirer service fee agreed in the service agreement. The Parties agree that the interchange and card scheme fees are dependent on certain factors (e.g. the type and origin of the card and/or the method of submission) and that interchange and card scheme fees may vary from transaction to transaction. In the case of the card scheme fees charged to the Contractual Partner, the fees to be paid by Nexi to the card organization shall be allocated to the transactions of the Contractual Partner. Interchange and card scheme fees may be changed by the card organizations.

2.3 The discount (in the discount model) or the sum of the interchange fee, card scheme fee and acquirer service fee (in the interchange++ model) as well as the other fees shall be deducted from the card transactions to be paid by Nexi to the Contractual Partner or invoiced separately. If there is no possibility of offsetting, the Contractual Partner shall pay immediately after invoicing by Nexi.

2.4 The amount of the other fees, with the exception of the individually agreed percentage discount (in the discount model) or the acquirer service fee (in the interchange ++ model), shall be determined by Nexi's prices and service list that is valid at the time. If the Contractual Partner makes use of a service listed there, the fees stated in the price and service list at that time shall apply. Nexi may determine the amount of the fees at its reasonable discretion in accordance with section 315 BGB for services not listed therein which are provided in the interest of the Contractual Partner or in its presumed interest and which, according to the circumstances, are to

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be expected only in return for payment. This also applies to fees for the fulfilment of ancillary obligations; section 675f (5) BGB is waived in this respect. All fees are exclusive of statutory value-added tax at the applicable rate, provided that the service can be treated as taxable at the respective place of performance.

2.5 The Contractual Partner shall be notified of any changes in fees for services that are typically used by the Contractual Partner on a permanent basis within the scope of the business relationship at least two months before the date on which they take effect. The consent of the Contractual Partner shall be deemed to have been given if it has not declared its rejection to Nexi before the notified date of the change taking effect. Nexi shall specifically draw the contracting partner's attention to this approval effect in its notification. If the Contractual Partner is notified of changes, it may object to the Agreement on which the change is based before the notified date of entry into force with the consequence that the Agreement shall have no legal effect in the relationship between Nexi and the Contractual Partner. In the event of such an objection, Nexi shall have the right to terminate the Agreement affected thereby with a notice period of 14 days. Nexi shall specifically inform the Contractual Partner of the aforementioned legal effects in its notification.

2.6 Nexi shall opt for VAT liability for the services rendered by Nexi to the Contractual Partner (section 9 (1) German Value-Added Tax Act (Umsatzsteuergesetz – UStG)). The Contractual Partner accepts the option and declares that it is an enterprise within the meaning of section 2 UStG and uses the related services for its VAT enterprise. On the basis of the option, Nexi will charge its services plus the applicable value-added tax, currently 19%, and will issue invoices here for services that meet the requirements of section 14 UStG. Nexi will not take back the option of tax liability unless Nexi is legally obligated to do so. If the warranties of the Contractual Partner regarding the enterprise status or the enterprise use of the services should not apply, or if the option should be declared invalid by the tax authorities for other reasons for which the Contractual Partner is responsible, the Contractual Partner shall indemnify Nexi upon first request against all damages resulting therefrom. This shall apply in particular to input tax losses incurred by Nexi from current input tax amounts or input tax adjustments pursuant to section 15a UStG as well as to associated tax-related ancillary services, in particular interest on arrears pursuant to section 233a of the German Tax Code (Abgabenordnung – AO). The Contractual Partner is aware that the input tax losses have no value-related connection with the service fee and that the

input tax losses can be higher than the invoiced VAT amount. Nexi shall be entitled to offset a claim of the Contractual Partner for repayment of the initial VAT against its claims for compensation if the option is ineffective. If the claims for compensation cannot yet be finally determined, for example, because a tax audit has not yet been completed, Nexi shall be entitled to retain the total VAT amount as security.

2.7 The above provision of Part A, Section 2.6, shall apply exclusively to contractual partners having their registered office in the Federal Republic of Germany. For contractual partners having their registered office outside the Federal Republic of Germany and outside of Switzerland, the following shall apply:

The services of Nexi are generally considered tax-free financial transactions in accordance with section 4 (8) g) of the German Value Added Tax Act (Umsatzsteuergesetz – UStG) and Article 135(1) of the VAT Directive (VAT System Directive of the EU). The Contractual Partner hereby declares that it is a business operator as defined in Articles 9-13 of the EU VAT Directive and that it is using the procured services for its business relevant to VAT. Nexi charges its services without stating VAT and prepares invoices that meet the requirements of Articles 226-240 of the EU VAT Directive. The Contractual Partner shall promptly provide a VAT number issued by the competent financial authority. This shall serve as evidence of its status as a business operator. Where the Contractual Partner's assurances in relation to its status as a business operator or the business use of services do not hold true, it shall, on first demand, indemnify Nexi against any and all resulting damages. This shall apply in particular to both input tax losses incurred by Nexi due to ongoing input tax amounts or adjustments in accordance with Article 177 in conjunction with Article 184 of the EU VAT Directive, and associated additional tax charges, especially interest on arrears in accordance with section 233a AO. The Contractual Partner is aware that the value of the input tax losses bears no relation to the service fee.

3. Settlement by Nexi/liens/creation and strengthening of securities

3.1 In accordance with this Agreement, Nexi shall make a payment to the Contractual Partner in the amount of the submitted card transaction less the agreed service fee as well as any other fees due, irrespective of the payment orders of the cardholders on the basis of an independent abstract promise of debt pursuant to Part B Section 4.1 or Part C Section 2.1, subject to possible reclaim. At the same time, the payment in favour of Nexi shall give rise to a claim

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for repayment against the Contractual Partner conditional on the occurrence of a chargeback in accordance with Part B Sections 5.1 and 5.2 or Part C Sections 3.1 and 3.3.

Nexi does not acknowledge any legal obligation to reimburse the card transaction submitted by the Contractual Partner by payment.

In return for the granting of the abstract promise of debt, the Contractual Partner shall assign to Nexi its claim from the underlying transaction against the cardholder. The assignment shall take place when the card transaction data is received by Nexi. Nexi hereby accepts the assignment.

After processing the card transaction data submitted by the Contractual Partner, Nexi shall credit the card transaction data to the Contractual Partner's settlement account at Nexi with the value date of the Hessian banking day on which the card transaction data was processed after receipt by Nexi. The complete data records or payment receipts with the card transactions received by Nexi shall be transferred to the bank account specified by the Contractual Partner for payment within the payment interval agreed with the Contractual Partner, provided that the data records have been received by Nexi by 2:00 a.m. of the agreed record date or unless otherwise agreed in writing.

3.2 If the record date or the payout date does not fall on a banking day in Hessen, the payout interval shall begin with the following banking day in Hessen. The payout interval for Diners Club/Discover card transaction is at least D + 4 days. "Days" within the meaning of the payout and settlement interval in accordance with this Agreement shall always be Hessian banking days. For the purposes of this section, "D" shall always mean the day on which Nexi processes its card transactions. The Contractual Partner itself shall bear all banking fees associated with the card settlement. This shall apply in particular also to banking fees arising as a result of settlement and payment of foreign currencies.

3.3 Nexi shall credit the equivalent values of the settled card transactions received from the card-issuing institutions in trust on behalf of the Contractual Partner as trustor to a trust account of Nexi at a German credit institution ("**Trust Account**"). These accounts shall be held at one or more credit institutions as open collective trust accounts within the meaning of section 17 (1) sentence 2 no. 1 lit. b) of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz – ZAG). Nexi shall inform the credit institution of the trust relationship. Nexi shall ensure that the payment amounts received pursuant to sentence 1 shall at no time be mixed with the amounts of money of natural or legal persons other than the Contractual Partner

for which they are held, in particular not with its own amounts of money.

Nexi shall be permitted to withdraw from the Trust Account any fees, interest and claims arising from chargebacks and refunds in favour of Nexi and to set them off against the Contractual Partner's corresponding payout claims.

3.4 Nexi shall be entitled to pay the card transactions submitted by the Contractual Partner to the Contractual Partner in the case of

- a) increased complaints from cardholders;
- b) repeated use of counterfeit or stolen cards in the business operations of the Contractual Partner;
- c) where there are reasonable grounds for suspecting that the total amount has been divided into several individual amounts;
- d) non-compliance with the conditions set forth in Part A Section 1 or Part B Sections 1 to 4.1 or Part C Sections 1.1 to 2.1;
- e) to secure future claims of Nexi against the Contractual Partner resulting from chargebacks including any penalties charged by the card organizations to the extent that there is a reasonable expectation that such claims shall arise, or
- f) due to non-performance as a result of bankruptcy or cessation of the business operations of the Contractual Partner

only after expiry of the chargeback periods specified by the card organizations.

In such cases, Nexi shall also be entitled to assert a right of retention on the amounts received in the Trust Account and those received in the future.

Furthermore, Nexi shall be entitled to retain any payments related to the card transactions submitted by the Contractual Partner after the expiration of a reasonable period of time set by Nexi until the Contractual Partner has fulfilled its duty to provide information according to Part A Section 9.3.

3.5 The Contractual Partner undertakes to provide Nexi, within two weeks of receipt of a written request from Nexi to this effect, with a written unconditional guarantee, payable to Nexi on first demand, from a credit institution licensed for business operations in the Federal Republic of Germany. The amount of the bank guarantee shall be determined by Nexi in the letter of request at its reasonable discretion pursuant to section 315 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), in which Nexi shall be guided by the extent of Nexi's total amount of possible claims (including any claims from possible but not realized chargebacks) against the Contractual Partner.

3.6 The Contractual Partner and Nexi agree that Nexi shall acquire a lien on all present and future claims

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of the Contractual Partner against Nexi arising from this Agreement.

- 3.7 In addition, the Contractual Partner undertakes to set up a separate bank account in its name ("**Blocked Account**") within two weeks of receiving a written request to this effect from Nexi with a credit institution domiciled in the Federal Republic of Germany. The Blocked Account must be provided with a blocking notice according to which any disposal of amounts in the Blocked Account shall require the written consent of Nexi.

The Contractual Partner shall also grant an irrevocable lien in the Blocked Account for Nexi within two weeks of receipt of a written request to this effect from Nexi. The lien shall be created using the sample **attached** to these Terms and Conditions.

Nexi shall be entitled to fulfil its payment obligations under the payment services framework agreement up to the amount which, at its reasonable discretion pursuant to section 315 BGB, corresponds to the extent of Nexi's total amount of possible claims (including any claims from possible but not realized chargebacks) against the Contractual Partner, by making payment to the Blocked Account.

For the term of the Pledge, the Blocked Account must in principle contain the amount which, at the reasonable discretion of Nexi pursuant to section 315 BGB, corresponds to the extent of Nexi's total amount of possible claims (including any claims from possible but not realized chargebacks) against the Contractual Partner. If the amount in the Blocked Account exceeds the amount stated in sentence 1, for example due to interest payments made by the account-holding credit institution, Nexi shall consent to a payment of the excess amount to the Contractual Partner. Insofar as Nexi has consented to a disposal of the Blocked Account during the term of the pledge of the blocked account and the amount in the Blocked Account has thereby fallen below the amount stated in sentence 1, Nexi shall be entitled to replenish the amount in the blocked account up to the required amount by making a payment to this account.

- 3.8 The securities pursuant to Sections 3.5 to 3.7 shall serve to secure all and potentially possible present and future – including conditional and/or fixed-term – claims of Nexi against the Contractual Partner arising from or in connection with this Agreement, in particular from any individual agreements concluded between Nexi and the Contractual Partner, even if the agreed term of the Agreement is shortened or extended or this Agreement is revised (claims in connection with this Agreement shall also include, in particular, payment claims arising from chargebacks including any penalties charged by the card organizations as well

as secondary claims such as claims for damages and consequent claims in the event of the invalidity of the performance claims, e.g. claims arising from unjust enrichment) (collectively referred to as "**Secured Claims**") arising in the course of the execution of this Agreement or any individual agreements concluded between Nexi and the Contractual Partner.

- 3.9 The security items pursuant to clauses 3.5 to 3.7 shall primarily secure all Secured Claims arising after the provision of the relevant security (whether as limited and/or fixed-term claim) and secondarily all Secured Claims arising prior to the provision of the relevant security (whether as limited and/or fixed-term).

- 3.10 Nexi shall also be entitled to demand the provision or strengthening of further bank security from the Contractual Partner in order to secure all Secured Claims in addition to the security pursuant to clauses 3.5 to 3.7. If Nexi has initially waived the provision or strengthening of securities in whole or in part upon conclusion of the contract, Nexi may demand collateralization pursuant to Sections 3.5 to 3.7 and this Section 3.10 even during the term of the Agreement if circumstances that justify an increased risk assessment of the claims only occur during the term of the Agreement or if Nexi becomes aware of such circumstances. Such a circumstance exists in particular if

- Nexi becomes aware of significant adverse circumstances through the Contractual Partner or its owner/shareholder,
- a substantial deterioration of the financial situation of the Contractual Partner occurs, is likely to occur or its financial situation does not appear to be secure,
- the value of the security items available has deteriorated or is likely to deteriorate.

Nexi shall grant the Contractual Partner a reasonable period of time for the provision and strengthening of securities in accordance with this Section 3.10. If Nexi intends to make use of its right of termination without notice pursuant to Part A Section 11.3 t), Nexi shall notify the Contractual Partner thereof in advance.

- 3.11 After all Secured Claims have been satisfied, Nexi shall immediately release the securities granted to it pursuant to Sections 3.5 to 3.10 upon request of the Contractual Partner and shall pay any excess proceeds from the realisation to the Contractual Partner. This shall not apply – as the securities pursuant to Section 3.8 also secure future claims – to the extent that further or new claims of Nexi are to be expected in the foreseeable future from this Agreement or from any individual agreements concluded between Nexi and the Contractual Partner.

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Nexi shall be obligated, even before all Secured Claims have been satisfied in full, to release to the Contractual Partner in its discretion, upon request, all or part of the securities created in accordance with sections 3.5 to 3.10, provided that the realizable value of all securities does not merely temporarily exceed 110% of all Secured Claims (including further or new claims of Nexi arising in the foreseeable future from this Agreement or from any individual agreements concluded between Nexi and the Contractual Partner under this Agreement). The coverage limit of 110% shall be increased by the current VAT rate if Nexi is charged with the payment of VAT from the realisation of proceeds.

Nexi shall take into account the legitimate interests of the Contractual Partner when selecting the securities to be released.

The costs for the release of the security shall be borne by the Contractual Partner.

3.12 The Contractual Partner shall exclusively have the right to submit card transactions in the currency agreed with Nexi, with the requirement that such card transactions must correspond to the currency of the order/purchase made by the respective cardholder or the desired currency. Card transactions with Nexi shall be settled in the currency agreed with Nexi. If no currency is expressly agreed in the service agreement, the Contractual Partner shall submit its card transactions exclusively in euros. If the Contractual Partner has not stated a transaction currency identifier in the electronic record, the submission shall be deemed to have been made in euros. The submission and settlement of JCB and UnionPay card transactions can only be made in the same currency for both cards. The exchange rate for currency conversions shall be determined on the basis of Nexi's current price and service list. The following settlement model shall apply to the settlement of foreign currencies:

1. If the Contractual Partner submits to Nexi a card transaction in a currency ("Transaction Currency") in which Nexi does not hold any settlement account, Nexi shall convert the card transaction from the Transaction Currency to euros. If the Contractual Partner has agreed with Nexi to pay card transactions in a currency ("Settlement Currency") in which Nexi does not hold any settlement account, Nexi shall convert the card transaction from the Transaction Currency or – if the card transaction according to sentence 1 has been converted from the Transaction Currency to euros – from euros to the Settlement Currency. Sentences 1 and 2 shall apply mutatis mutandis to the debiting of charged-back card transactions as well as the debiting of credits, in which case currency conversions shall be

made in the reverse order if the respective currencies are not identical.

2. Currency conversions shall take place on the settlement date. The settlement date for Mastercard, UnionPay, JCB, DCI and Maestro shall be the calendar date before submission of the card transaction, the chargeback of the card transaction, or the submission of the credit. The settlement date for Visa and V PAY shall be the calendar date after submission of the card transaction, the chargeback of the card transaction, or the submission of the credit.

3. The basis of the currency conversions is the digital list of exchange rates of Danske Bank A/S, which is published under <https://lp.nexi.de/darstellung-der-waehrungskurse>. Changes in these exchange rates shall become effective immediately and without any advance notice by the Contractual Partner.

3.13 Unless otherwise agreed in writing, Nexi shall provide the Contractual Partner with proof of the submitted card transactions and the fee to be paid either on paper or electronically (as a PDF or Excel file). The documentation of Diners Club/Discover card transactions shall be consolidated. The Contractual Partner must check the transaction statements or bills for correctness and completeness immediately upon receipt. Objections due to incorrectness or incompleteness of the issued transaction statements or bills must be raised by the Contractual Partner in writing within four weeks of their receipt. The sending of the objection shall be sufficient for compliance with the deadline. If the Contractual Partner does not raise objections in good time, this shall be deemed approval. Nexi shall draw particular attention to this consequence.

3.14 The information on executed payment transactions pursuant to Regulation EU 2015/751 (Article 12(1)) shall be made available to the Contractual Partner on a daily basis for a period of two years. At the end of this period, the information shall be deleted and can no longer be made available to the Contractual Partner.

4. Specifications of the card organizations/use of third parties by the Contractual Partner

4.1 The Contractual Partner shall observe and implement regulations and/or procedural provisions and/or other specifications of the card organizations – in particular also with regard to authorisation and submission of card transactions – after notification by Nexi or announcement via the website www.nexi.de within the reasonable periods

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specified by Nexi or Mastercard, Visa or another card organization.

In particular, the Contractual Partner shall also observe the card organizations' references to products and services that are considered illegal in many countries and therefore may not be paid for with the card organizations' products. Nexi will provide the Contractual Partner with a list of the relevant products/services at www.nexi.de, of which the Contractual Partner will be informed at regular intervals, namely initially at the beginning of the Agreement on which these Terms and Conditions are based and subsequently at least once per quarter.

If costs are incurred by the Contractual Partner in observing and implementing the regulations and/or procedural provisions and/or other specifications of the card organizations, these shall be borne by the Contractual Partner. Nexi shall advise the Contractual Partner accordingly if necessary.

The Contractual Partner shall reimburse Nexi for all expenses that Nexi may deem necessary for the execution of this Agreement. This includes, in particular, any penalty fees imposed by Mastercard, Visa and/or another card organization on Nexi or other damages incurred in connection with the execution of this Agreement.

Nexi shall not be entitled to any reimbursement of expenses incurred as a result of culpable conduct on the part of Nexi. Section 254 BGB shall apply mutatis mutandis.

Nexi shall be entitled to demand from the Contractual Partner the temporary suspension of the submission of card transactions (suspension), in particular if Mastercard, Visa or another card organization demands the suspension of acceptance.

- 4.2 Nexi shall have an obligation towards the card organizations to obtain declarations of commitment from companies that the Contractual Partner uses to support the processing of payment transactions, so-called payment service providers, or to conclude agreements with them with the purpose of ensuring the application of the rules of the card organizations in the processing of card transactions and containing obligations of the payment service provider as well as to grant Nexi inspection and control rights. The Contractual Partner shall therefore only commission such payment service providers to provide services in connection with the processing of payment transactions that have issued such a declaration of commitment to Nexi or have concluded such agreements with Nexi. Upon request, Nexi shall provide the Contractual Partner with samples of the declaration of commitment or the contractual agreements for forwarding to the payment service

provider. If a payment service provider commissioned by the Contractual Partner is responsible for payment obligations of Nexi to the card organizations due to non-compliance with the specifications of the card organizations (damages, contractual penalties), the Contractual Partner shall release Nexi from this payment obligation.

5. Data protection/other reporting obligations (PCI)

- 5.1 Personal data of persons associated with the merchant (contacts, etc.) shall be processed by Nexi as independent controller in accordance with data protection legislation pursuant to Article 4(7) GDPR (EU) or Article 5(j) of the Data Protection Act (Datenschutzgesetz – DSG) (Switzerland) as follows: i) for the provision of the services and the performance of the obligations under the agreement, ii) for the performance of customer analyses and carrying on business activities, iii) for the development of business and methods as well as performance of risk assessment and risk management, and iv) for marketing purposes of the affiliated companies of the Nexi Group within the meaning of sections 15ff. of the German Stock Corporation Act (Aktiengesetz – AktG) with respect to the merchant. Personal data shall include details of contact persons processed for the purpose of onboarding, support, etc., as well as personal data processed in the context of anti-money-laundering measures or by reason of other statutory requirements. The Contractual Partner shall inform its employees and other representatives about the processing of personal data by Nexi under the Agreement for the purposes set out above. The processing of personal data of the Contractual Partner or of persons employed by the Contractual Partner by Nexi is described for the merchants in the data protection information available at: <https://www.nexi.de/datenschutz>.

- 5.2 Personal data of persons who are customers of the Contractual Partner shall likewise be processed by Nexi as data controller. Personal data shall include transaction data, including card and other payment data. The Contractual Partner undertakes to inform the cardholders of the processing of their personal data by Nexi in the course of the card payments in accordance with the applicable data protection laws and regulations, in particular with Articles 13, 14 GDPR (EU) and Article 19 of the Data Protection Act (DSG) (Switzerland), by providing the cardholders with the information texts on data processing available at: <https://www.nexi.de/datenschutz> in an appropriate manner. This can be done, e.g. in the case of physical use of the card at the POS terminal, by displaying the information texts near the POS or,

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in the case of online payment transactions, by publishing the information texts at a suitable place on the Contractual Partner's website. The Contractual Partner's own data protection information obligations towards the cardholders shall remain unaffected by the fulfilment of the Contractual Partner's obligation pursuant to this Section 5.2.

5.3 Personal data may also be processed by other companies of the corporate Group to which Nexi belongs and other companies with which the Group cooperates in the context of its activity for the purpose of this Agreement, both within and outside the EU/the EEA. In this regard, Nexi shall comply with the legal requirements of data protection as set out in the GDPR and the local data protection laws. You can also find further information regarding the processing of personal data by Nexi and a list of those companies belonging to the affiliated companies of Nexi Group within the meaning of sections 15ff. AktG on the relevant websites.

5.4 The Contractual Partner undertakes, in accordance with the specifications of the card organizations for protection against attacks on and compromise of card data, to comply with the programmes of the card organizations, in particular Mastercard Site Data Protection (SDP) and Visa Account Information Security (AIS), and to ensure compliance with the Payment Card Industry Data Security Standard (PCI DSS). On request or on certain transaction numbers being exceeded in accordance with the specifications of the card organizations, the Contractual Partner shall transmit to Nexi its annually valid PCI compliance certificate via Nexi's merchant PCI portal. The Contractual Partner further undertakes to submit the card transactions submitted to Nexi exclusively via a PCI-certified payment service provider and/or PCI-certified software and to ensure PCI compliance of its third parties involved in card payment processing.

5.5 The data read from the chip or magnetic stripe of the card or the card data transmitted by the customer by telephone or via the Internet may not be stored in the Contractual Partner's own systems after authorisation. In connection with card settlement with Nexi, the Contractual Partner shall only make use of the services of third parties if they meet specifications of the card organizations, in particular the PCI regulations, and the third parties undertake to comply with these PCI regulations. The Contractual Partner shall indemnify Nexi against claims for damages and contractual penalties by Mastercard, Visa or other third parties against Nexi due to breach of the requirements of the programmes of the card organizations for protection against attacks on or compromise of card data and/or failure to transmit to Nexi the PCI

compliance certificate or due to (even attempted) card data compromise with the Contractual Partner, provided that Nexi is not at fault for this. In this case, section 254 BGB shall apply.

5.6 The Contractual Partner shall treat all passwords sent to it confidentially. It shall inform Nexi immediately of any unauthorised attempt to access its card-relevant environment or any suspicion of a possible compromise of card data and to initiate the necessary measures in consultation with Nexi in accordance with the specifications of the card organisations. If a card organization reports the suspicion of data compromise, the Contractual Partner shall, in accordance with the specifications of the card organisations in consultation with Nexi, immediately take the required measures and to commission a testing company approved by the card organizations with the preparation of a forensic investigation for the preparation of a PCI test report. Here it is examined whether the PCI specifications have been complied with by the Contractual Partner and whether card data in the systems of the Contractual Partner or its companies commissioned by it have been spied out by third parties. After the test report has been prepared, the Contractual Partner must immediately remedy any security deficiencies that may have been discovered and send the project plan for achieving PCI-DSS compliance to Nexi. The costs of the test shall be borne by the Contractual Partner. If, in Nexi's opinion, the measures are insufficient, Nexi shall be entitled to extraordinarily terminate the Agreement with four weeks' notice from the end of the month.

6. Credits/cancellations

6.1 The Contractual Partner shall reimburse card transactions from cancelled transactions exclusively by instructing Nexi to credit the card account of the cardholder. The Contractual Partner shall obtain from Nexi an authorization number for each reimbursement of card transactions to be issued. Nexi shall credit the cardholder for the amount and debit the Contractual Partner for this amount. Nexi shall be entitled to retain the service fee (in the case of an interchange++ settlement plus the interchange and card scheme fees) of the original debit transaction. The Contractual Partner shall not be entitled to initiate a credit entry if it has not previously submitted the corresponding card transaction to Nexi for settlement or if the card transaction submitted was not based on a sales transaction. Nexi shall only be obligated to make reimbursement within 6 months of submission of the card transaction.

6.2 When using an EMV-certified POS terminal or an EMV-certified card checkout system (hereinafter

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collectively also referred to as “terminal”), an electronic credit data record must be created in accordance with the provisions of the operating instructions for the device and submitted to Nexi within two days of the credit being issued. At the same time, a credit slip with the card data and the credit amount must be created electronically, signed by the checkout staff and the original of which must be handed over to the cardholder.

- 6.3 If ePayment software is used, the Contractual Partner must issue a credit to the cardholder electronically by means of the software used in the event of a cancellation of a card transaction via the cardholder's card.

7. Complaints by the cardholder

The Contractual Partner shall settle complaints and claims of a cardholder relating to services provided by the Contractual Partner in the underlying transaction directly with the cardholder.

8. Notes on acceptance

In accordance with the accepted means of payment or card type of the card organizations, the Contractual Partner shall display the corresponding acceptance logos provided by Nexi and the logos for the application of authentication procedures in a clearly visible place in the checkout area or on its payment function website, in the catalogue or in other media. Furthermore, the Contractual Partner shall inform the cardholder clearly and unambiguously at the aforementioned suitable place if it does not accept certain card types of a card organization.

9. Information duties

- 9.1 The Contractual Partner shall immediately notify Nexi in writing of any changes to the data provided by the Contractual Partner in the service agreement. This applies in particular to
- changes in the legal form or business name;
 - changes of address and/or bank details;
 - a change in the place of business at which the services underlying the card transactions submitted are provided;
 - the sale or lease of the enterprise, other change in ownership and/or cessation of business;
 - the transfer of the Contractual Partner's or its direct or indirect shareholders' shares or any other economically comparable measures leading to a change of control of the Contractual Partner or its direct or indirect shareholders, in particular where individual shareholders hold

more than 25% of the shares or voting rights in the Contractual Partner;

- substantial changes in the type of product range offered by the Contractual Partner on site or via the Internet, in the catalogue or in other media;
- a change of the commissioned payment service provider or the network operator;
- the filing of an application for the opening of bankruptcy proceedings against the assets of the Contractual Partner.

- 9.2 Upon receipt by the new owner of a notification of a change in ownership, Nexi shall be entitled to pay out the card transactions submitted from this point in time to the Contractual Partner only after complete verification of the change in ownership.

- 9.3 Upon request, the Contractual Partner shall immediately provide Nexi with all business records required to assess the financial circumstances of the Contractual Partner. Business records that Nexi may request include, but are not limited to, (if applicable, attested) annual financial statements, statements of assets and liabilities, management analyses (BWA), forecasts, short- and medium-term liquidity plans, cash flow statements, statements of surpluses, and sales and income tax returns and sales estimates. The business documents to be transmitted include in particular the so-called Open Ticket Report as well as questionnaires to be completed annually and, in the case of tour operators, information on the currently valid travel price insurance certificate (Reisepreissicherungsschein).

- 9.4 The Contractual Partner shall bear the damages arising for Nexi from the culpable breach of these notification duties.

- 9.5 Nexi shall obtain information about the Contractual Partner on the basis of money laundering regulations. The Contractual Partner undertakes to provide Nexi with complete and accurate information requested by Nexi or to cooperate in the collection of such information by Nexi or third parties and to notify Nexi immediately of any changes to such information.

- 9.6 The Contractual Partner agrees that Nexi may transfer the Contractual Partner's company name to Mastercard, Visa and/or any other card organization to verify prior breaches of contract with other card processors. This consent shall also apply in the event of termination of the Agreement by Nexi due to a breach of contract by the Contractual Partner.

10. Liability/claims for damages

- 10.1 Nexi's liability shall exist in the case of wilful intent and gross negligence. In the case of slight negligence, Nexi shall be liable only for breach of material obligations jeopardising the achievement

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of the purpose of the Agreement or the very fulfilment of which is a prerequisite for the performance of the Agreement and on which the Contractual Partner may rely (cardinal obligations). In all other cases Nexi's liability for slight negligence, without prejudice to liability for damages arising from injury to life, limb and health and for damages for which Nexi is liable by reason of a guarantee as to quality or condition (Beschaffenheitsgarantie) or under the German Product Liability Act (Produkthaftungsgesetz – ProdHaftG), shall be excluded.

- 10.2 Where obligations the very fulfilment of which is a prerequisite for the proper performance of the agreement, and on the compliance with which the Contractual Partner normally relies and may rely, are breached by slight negligence, Nexi shall be liable up to an amount equal to the fees paid by the Contractual Partner to Nexi in the previous six (6) months starting from the point in time of the damage event. The term "fees", depending on the agreed price model, shall mean the acquirer service fee in the interchange++ price model (cf. Part A, Section 2.2) and/or the discount less the interchange fee and card scheme fee in the discount price model (cf. Part A, Section 2.3).
- 10.3 In derogation to the provision of Section 10.2, Nexi shall be liable in the first three months from commencement of the Agreement for breach of a cardinal obligation by slight negligence up to an amount of 20,000.00 euros.
- 10.4 In derogation to the provision of Section 10.2, Nexi shall be liable in months four (4) to six (6) from commencement of the Agreement for breach of a cardinal obligation by slight negligence up to an amount equal to the fees which the Contractual Partner would be required to pay to Nexi for the first six (6) months from commencement of the Agreement as projected based on the fees to be paid in the first three (3) months from commencement of the Agreement. The term "fees" shall be defined pursuant to Section 10.2 sentence 2.
- 10.5 In any case, Nexi's liability in the case of slight negligence shall be limited to the usual and typically foreseeable direct damage caused by Nexi in such cases.
- 10.6 Liability on the part of Nexi for loss of profit is excluded in the case of simple negligence.
- 10.7 Nexi's liability for damages incurred due to non-execution or faulty or delayed execution of a payment order shall be limited to 12,500.00 euros in accordance with section 675z sentence 2 BGB. This shall not apply to intent and gross negligence, interest loss and to risks that Nexi has assumed in particular.
- 10.8 The Contractual Partner shall be liable to Nexi for damages resulting from the culpable compromise

of card data, culpable breaches of contract, a lack of acceptance or implementation of a strong customer authentication within the meaning of section 1 (24) ZAG required under this contract, or violations of the specifications of the card organizations by the Contractual Partner; in this case, damages shall also include a (conventional) penalty imposed by Mastercard, Visa or another card organization in connection with a breach of contract.

11. Term, termination and damages

- 11.1 The Agreement shall be formed upon Nexi's counter-signing it or by sending a contract confirmation.
- 11.2 The Agreement concerning point-of-sale transactions has a term of 60 months unless otherwise agreed in the service agreement. The Agreement concerning distance selling transactions has a term of twelve months unless otherwise agreed in the service agreement. The respective agreement may be terminated for the first time by giving six months' notice from the end of the agreement. Otherwise, the term shall be extended indefinitely. It may then be terminated with six months' notice from the end of a calendar year. The respective agreement may be terminated by Nexi without notice within six weeks after conclusion of the contract if Nexi becomes aware of negative facts about the Contractual Partner or its owner or managing director. Notice of termination must be given in writing.
- 11.3 Termination of the Agreement without notice for good cause remains unaffected. Good cause for termination without notice by Nexi shall exist in particular if
 - a) Nexi becomes aware of serious adverse circumstances regarding the Contractual Partner or its owners that would make Nexi's continued involvement in the contract unacceptable; Such a circumstance shall exist, in particular, if the Contractual Partner has made incorrect statements in the agreement, if a substantial deterioration of its financial situation occurs or is likely to occur (recognisable e.g. from return of a direct debit due to lack of coverage or a negative credit report), if its financial situation does not appear to be secure or if its culpably fails to fulfil its duties to provide information in accordance with this Agreement,
 - b) the Contractual Partner has not submitted any card transactions for settlement in the first six months after conclusion of the agreement,
 - c) the Contractual Partner submits, through this Agreement, remote transactions without physical presentation of a credit card, without a

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- corresponding service agreement for distance selling,
- d) the Contractual Partner has not complied with the payment settlement of due claims of Nexi after the unsuccessful expiration of a reasonable period with threat of notice of termination,
 - e) the Contractual Partner submits for settlement card transactions from third parties or submits card transactions whose underlying goods or services are not covered by the business purpose, price segment or group of goods or services specified by the Contractual Partner,
 - f) Nexi shall disclose to the Contractual Partner that the agreed service fee in the discount model is not sufficient to cover at least the interchange, card scheme fee and processing costs incurred in connection with the settlement of the Contractual Partner's card transaction and that the Contractual Partner does not agree to an adjustment within two weeks of Nexi submitting the cost calculation and the adjustment request,
 - g) the amount or the number of chargebacks directed by card issuers against card transactions submitted by the Contractual Partner to Nexi exceed in any calendar week or month zero point nine percent (0.9%) of the total amount or the total number of card transactions submitted by the Contractual Partner to Nexi in the relevant period or the relation of the submitted monthly transaction volume with stolen, lost or counterfeit cards to the submitted monthly transaction volume with non-stolen, lost or counterfeit cards exceed zero point nine percent (0.9%),
 - h) the total amount of card transactions charged back to the Contractual Partner exceeds EUR 5,000.00 in one month,
 - i) the Contractual Partner repeatedly initiates credit entries which were not based on any transaction submissions or sales transactions or the amount and number of credits initiated by the Contractual Partner in a calendar week and/or a calendar month amounts to at least 30% of the total amount of card transactions submitted for settlement,
 - j) the amount and number of authorization requests made by the Contractual Partner and rejected by Nexi in a calendar week and/or calendar month amount to 10% of the total authorization requests made during this period,
 - k) the Contractual Partner repeatedly requests the authorisation of card transactions for which the Contractual Partner has no right of acceptance pursuant to Part B Section 1 or Part C Section 1.1 of the agreement, or requests such authorisation with the recognisable intention of doing so,
 - l) the Contractual Partner has repeatedly failed to comply with the terms and conditions of the settlement of claims in accordance with Part A Section 1 or Part B Sections 1 to 4.1 or Part C Sections 1.1 to 2.1,
 - m) the Contractual Partner seriously and/or repeatedly violates its obligations under the Agreement and thereby makes it unreasonable for Nexi to continue to adhere to the agreement,
 - n) the Contractual Partner does not comply with Nexi's request to transmit to Nexi within a reasonable period of time set by Nexi its PIC compliance certificate in accordance with PCI DSS's requirements pursuant to Part A Section 5.4,
 - o) despite Nexi's request, the Contractual Partner fails to comply with its duty to provide information pursuant to Part A Section 9 within the reasonable period of time set by Nexi,
 - p) the Contractual Partner is not (no longer) in possession of the licenses, permits and/or other permissions required for the performance of its business operations and/or these have been withdrawn and/or prohibited for any reason whatsoever,
 - q) there is a transfer (in whole or in part) of the Contractual Partner's or its direct or indirect shareholders' shares or any other economically comparable measures leading to a change of control of the Contractual Partner or its direct or indirect shareholders,
 - r) Mastercard, Visa or any other card organization requires Nexi to discontinue card acceptance by the Contractual Partner for good cause,
 - s) the Contractual Partner transfers its registered office abroad or its bank details to a bank outside the European Economic Area or Switzerland,
 - t) the Contractual Partner fails to meet its obligations to provide securities under Part A, Sections 3.5 and 3.7 or fails to meet its obligations to provide, maintain or continue banking securities under Part A, Section 3.10 or based on any other agreement within the reasonable period set by Nexi,
 - u) the Contractual Partner, when using a POS terminal/POS card checkout system, repeatedly fails to submit payment receipts signed by the cardholder despite Nexi's request or fails to submit them within the period specified by Nexi,
 - v) the Contractual Partner does not comply with Nexi's request to install an EMV-certified POS terminal/POS card checkout system in due time,
 - w) the Contractual Partner changes its product range in such a way that the continuation of the

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contractual relationship is unreasonable for Nexi, even after due consideration of the interests of the Contractual Partner,

- x) the Contractual Partner has made false statements about its business operations or the goods or services offered by it when concluding the contract, in particular if it has not been pointed out that they include erotic offers, gambling sales of third parties, shipment of medicines or tobacco products or other goods or services that are illegal or immoral according to the country of delivery or the Federal Republic of Germany, or has not previously notified Nexi in writing of subsequent changes to the product range or the business purpose, or continues to submit card transactions from this product range or business purpose for settlement despite not having been approved,
- y) the Contractual Partner does not comply with Nexi's request to use the current authentication procedures of the card organizations (currently "Mastercard Identity Check" and/or "Visa Secure") or other strong customer authentication procedure within the meaning of section 1 (24) ZAG notified to the Contractual Partner under this Agreement by means of a certified software and in due time,
- z) the Contractual Partner does not comply with the security requirements for Internet payments set forth in Part C Section 4.

In the aforementioned cases (Part A sections A 11.3 a) to A 11.3 z)) Nexi is also entitled, instead of issuing an notice of termination for good cause, to temporarily suspend the contractual services after informing the Contractual Partner accordingly in order to enable the Contractual Partner to remedy the breach of contract.

- 11.4 If the Contractual Partner has not submitted any card transaction to Nexi for settlement in at least the last six previous consecutive months, Nexi shall have the right to terminate the Agreement on one month's notice for the end of a month. Such notice of termination must be given in text form. It may be sent to the respective other Party by posting the document to the Portal (see Part F of these Terms and Conditions of Contract).
- 11.5 Upon termination of the agreement, the Contractual Partner shall remove all references to card acceptance unless the Contractual Partner is otherwise entitled to do so.
- 11.6 The Parties agree that the Contractual Partner must submit the card transactions executed in its business operations during the agreed term of the Agreement only to Nexi for settlement. If the Contractual Partner does not or not exclusively submit these card transactions to Nexi for settlement, Nexi shall be entitled to terminate the

contract extraordinarily and/or to charge the Contractual Partner a lump sum for damages. This flat-rate claim for damages shall be calculated as the product of the monthly invoiced service fee for the last twelve months (or six months if the contract term has not yet reached 12 months) less the actual expenses saved by Nexi x remaining term (= number of days between the last submission to Nexi and the actually agreed term end). Such a claim for lump-sum damages shall not exist if the Contractual Partner can demonstrate and prove that a claim in this amount has not arisen. Irrespective of an enforcement of a claim to liquidated damages, Nexi is entitled to assert a claim for the damage that has actually arisen or other damage, deducting the liquidated damages where applicable.

12. Compliance with legal/official regulations

The Contractual Partner shall comply with all applicable laws and (official) regulations. The Contractual Partner warrants to Nexi that it legally holds all licenses, permits and/or other approvals required for the performance of its business activities and that it shall maintain such legal ownership for the entire term of the agreement. The Contractual Partner shall immediately notify Nexi in writing, excluding telecommunications transmission (fax, email), if such license, permits or approval is withdrawn from, prohibited, and/or no longer granted to the Contractual Partner for any reason whatsoever.

13. Waiver of legal provisions

The following legal regulations are waived: section 675d (1) to (5), section 675f (5) sentence 2, 675g, sections 675h, 675j (2), sections 675p as well as 675v to 676 and 676b (2) and (4) BGB. Claims and objections of the Contractual Partner against Nexi according to sections 675u to 676c BGB, insofar as these are not waived anyway, are excluded if the Contractual Partner has not informed Nexi of this within six months after the day of debiting an unauthorised or incorrectly executed payment transaction at the latest.

14. Miscellaneous

- 14.1 References to other provisions shall refer to these Terms and Conditions unless the other provisions are specifically stated otherwise.
- 14.2 All amendments or supplements to these Terms and Conditions or to the Agreement on which these Terms and Conditions are based must be made in writing in order to be effective. This shall also apply

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- to an agreement on the cancellation of this written form requirement.
- 14.3 Should one of the provisions of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected thereby. The Parties shall be obligated to replace the invalid provision with a valid provision that best achieves the economically desired result.
- 14.4 Nexi may change or amend the contractual terms and conditions provided that Contractual Partner is notified of this in text form. Changes or amendments shall be deemed to have been acknowledged by the Contractual Partner unless it objects to the same in writing, to the exclusion of telecommunicative transmission (fax, e-mail), within a period of two months from receiving the notice. Nexi shall expressly point out this consequence to the Contractual Partner in such a notification. The time limits shall be deemed to be observed if the objection is sent within the two-month period. If the Contractual Partner exercises its right to object, the changes in the legal relationship between the Contractual Partner and Nexi shall not take effect and Nexi shall be entitled to terminate this Service Agreement by notice of termination for good cause on two months' notice in writing. This right of termination shall expire within three months of receipt of the Contractual Partner's objection.
- 14.5 The Contractual Partner shall not be entitled to assign its claims against Nexi to third parties without Nexi's prior written consent.
- 14.6 The Parties agree that Nexi shall respond to the Contractual Partner's complaints by email or make the response available for download on the Nexi Merchant Portal (see Part G) for the purpose of dispute resolution pursuant to section 62 ZAG.
- 14.7 The Contractual Partner may also approach the conciliation body (Schlichtungsstelle) at Deutsche Bundesbank. The details of the conciliation procedure are governed by the German Regulation on Financial Dispute Resolution Entities (Finanzschlichtungsstellenverordnung – FinSV), which Nexi makes available on request. Further details on the conciliation procedure can be found on the website of Deutsche Bundesbank (www.bundesbank.de). A conciliation procedure request must be submitted to Deutsche Bundesbank - Schlichtungsstelle - Postfach 10 06 02, 60006 Frankfurt am Main. Applications may also be submitted by fax to +49 (0)69 709090-9901 or by e-mail to schlichtung@bundesbank.de. The right to approach a court shall remain unaffected.
- 14.8 The contract is subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law. Place of performance is Frankfurt am Main. The exclusive place of jurisdiction for all legal disputes arising from this contractual relationship shall be Frankfurt am Main.
- 14.9 When processing payment transactions, Nexi shall observe the requirements of national and international organizations, in particular EU sanctions, requirements of the Office of Foreign Assets Control (OFAC) and UN sanctions. The Parties therefore agree that the Contractual Partner shall not use the acquiring services provided by Nexi in particular for transactions in connection with the following countries: Crimea / Sevastopol, Cuba, Iran, North Korea, Russia, Sudan, South Sudan and Syria. The Parties agree that, in the event of changes in the international embargo and sanctions lists, Nexi shall have the right to expand or amend such lists. Such changes shall be notified to the Contractual Partner either in writing, via the Nexi Merchant Portal or via the Nexi website (www.nexi.de) before the changes take effect.
- 14.10 The Contractual Partner grants Nexi and Nexi Group within the meaning of sections 15ff. AktG the right to use the Contractual Partner's company name and logo in the form of a factual reference as a reference for marketing and advertising purposes on Nexi's website and in the context of other public and private communication with existing or potential contractual parties of Nexi. The Contractual Partner shall be entitled to revoke such consent from Nexi in writing at any time. Nexi shall then be obligated to comply with the revocation through appropriate deletion or redaction measures.

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B Special conditions for the acceptance and settlement of credit and debit cards upon physical presentation of the card

1. Card acceptance conditions

The Contractual Partner shall not be entitled to accept the card for cashless payment settlement and to submit the card transaction to Nexi for settlement if

- a) the customer does not physically present the card, but wishes to transmit or has transmitted the card data in writing (e.g. by fax or postcard), by telephone, by email or via the Internet to the Contractual Partner, unless he has concluded a separate written agreement with Nexi in this respect,
- b) the Contractual Partner's claim against the cardholder was not based on its business operations but on those of third parties or is not based on a service provided to the cardholder for its own account,
- c) the transaction to be settled is not within the scope of the business purpose and goods, product or service segments stated by the Contractual Partner in this Agreement, in its self-disclosure or in its other declarations,
- d) the claim to be settled is based on legal transactions which are unlawful or immoral according to the law applicable to the transaction with the cardholder,
- e) the Contractual Partner has not complied with the authorisation requirements and the submission principles agreed in this contract,
- f) due to the circumstances surrounding the card presentation, the Contractual Partner had doubts as to the customer's entitlement to use the card. Such doubts must exist in particular:
 - if the total amount of the card transaction is to be split at the cardholder's request or divided among several credit cards,
 - if the cardholder already announces possible problems with acceptance of the card when presenting the card.

Nexi shall be entitled to amend or supplement the conditions set forth in Part B, Section 1 a) – f) by notifying the Contractual Partner in writing within a period of four weeks if Nexi makes such amendments due to possible abusive practices, amended legal provisions or corresponding requirements of Mastercard Europe/Inc. (hereinafter collectively referred to as "Master card"), Visa Europe/Inc. (hereinafter collectively referred to as "Visa") or another card organization.

2. Authorisation at the POS

- 2.1 The Contractual Partner shall electronically transmit to Nexi the authorisation requests for card transactions by means of a contactless POS terminal that is EMV-certified or a contactless card checkout system that is EMV-certified (hereinafter collectively also referred to as "terminal"). The terminal must meet the security specifications of the card organizations, be approved by the card organizations and, in particular, be PCI-certified and able to process contactless transactions in accordance with the special conditions for contactless payment. The Contractual Partner must instruct its network operator accordingly. The Contractual Partner shall read out any chip on the card as part of the authorisation process by inserting the card with chip into the chip reader of the terminal. The Contractual Partner shall request an authorisation electronically, simultaneously and online (zero-euro limit) for each card transaction, irrespective of the amount of the transaction, via Nexi's terminal, provided that no other written agreement has been made with Nexi. Only in the event of a technical defect of the chip on the card or a card without a chip is the magnetic stripe on the card to be read out by the terminal and all data from the magnetic stripe must be transmitted to Nexi.
- 2.2 Manual entry of the card data into the terminal for obtaining authorisation is only permitted in the event of an operational fault. In such a case, the Contractual Partner shall not be obligated to accept the card, contrary to the provision in the above Part A, Section 1.2 as the Contractual Partner bears the risk of the card issuer's chargeback of the transaction turnover.
- 2.3 As soon as a terminal is set up at a checkout, the Contractual Partner shall make this and the terminal ID number known to Nexi so that Nexi can initialise the terminal and authorise it to process cards.
- 2.4 The Contractual Partner must obtain authorisation for card transactions with Maestro, Visa Electron, V PAY and UnionPay cards exclusively electronically online via a terminal. These cards require the cardholder to enter a PIN, which is accepted by the terminal. When authorising UnionPay card transactions, the cardholder must also sign the payment receipt once the PIN has been entered and approved by the terminal.

3. Principles of submission

- 3.1 Upon presentation of a card, the Contractual Partner shall read the data either from a chip on the card or, in the case of a card without a chip, from the magnetic stripe by means of a terminal. The

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Contractual Partner shall transmit the data of the card transaction, in particular the card number, expiry date, total amount and Contractual Partner number, in full and electronically to Nexi within two days of the transaction date, using a terminal initialised and approved by Nexi in the original transaction currency. The Contractual Partner is responsible for ensuring that the card data is received by Nexi completely and on time in a data record capable of being processed. The Contractual Partner shall electronically submit only card transaction data for which it has received an authorisation number from Nexi, unless Nexi has agreed in writing to another submission procedure (e.g. batch procedure).

3.2 The Contractual Partner must submit to Nexi the card transactions data of Maestro, Visa Electron, V PAY and UnionPay cards exclusively electronically within two days of the transaction date.

3.3 The Contractual Partner shall submit all electronically and manually generated payment receipts as well as all documents relating to the transactions underlying these card transactions, in particular a copy of the manually or electronically generated payment receipt and the receipt or invoice as well as a so-called "No Refund Policy" (proof that the customer has been informed about the General Terms and Conditions/Cancellation Conditions of the Contractual Partner prior to the transaction) for a period of 18 months, calculated from the date of issue of the respective receipt/document, and to provide Nexi immediately upon request with a copy of the receipt and other documents for the purpose of checking enquiries from the card-issuing institutions within the period set by Nexi. This shall not affect the statutory obligations of the Contractual Partner to retain the cards. If the Contractual Partner does not send a copy of a requested payment receipt or other documents on a settled card transaction to Nexi within the period specified by Nexi and the card transaction for this reason is charged back by the card-issuing institution to Nexi, Nexi shall be entitled to charge back this card transaction to the Contractual Partner.

4. Conditions of the abstract promise of debt

4.1 Nexi undertakes vis-à-vis the Contractual Partner, in accordance with this Agreement, to reimburse to the Contractual Partner all card transactions submitted by the Contractual Partner which the Contractual Partner was permitted to accept in accordance with the subject matter of the Agreement and Section 1 above and which the Contractual Partner had Nexi authorise in accordance with the subject matter of the

Agreement and Part A, Section 1 and Part B, Sections 1, 2 and 3 as well as the industry supplement applicable to the Contractual Partner in accordance with Part D, and submitted to Nexi and which the respective responsible card organization paid to Nexi. This abstract promise of debt shall be given under the following conditions precedent:

- a) The presented card is valid at the time of presentation, i.e. the date of the receipt signature is within the valid period of the card printed on the card (from ... to ...) and the card is signed by the cardholder.
- b) Prior to submission of the card transaction, the Contractual Partner has requested and received an authorisation number for the card transaction via a Nexi terminal irrespective of amount (zero limit) and recorded it on the debit receipt.
- c) The Contractual Partner has created a double debit receipt using a terminal initialised and approved by Nexi by reading out the chip on the card or magnetic stripes on the card. The manual input of card data into the terminal without reading the chip on the card or the magnetic stripe of the card is not permitted unless Nexi has given its prior written consent or the Contractual Partner was entitled to do so in accordance with this Agreement. If Maestro, Visa Electron, V PAY and UnionPay cards are accepted, the cardholder must enter the PIN of his card at the terminal. The PIN may only be entered personally by the cardholder. Payment with a Maestro, Visa Electron, V PAY and/or UnionPay card in a manner other than by entering the PIN (e.g. by signing a payment receipt) is not permitted. The card data must be transmitted completely and legibly on the payment receipt and the total amount, as well as the receipt date, company name, address and Contractual Partner number and the transaction currency code must be noted. Any striking-out of and changes to the data on the payment receipt after signature by the cardholder are not permitted and do not obligate Nexi to reimburse the amount submitted. The first twelve digits of the card number must be made illegible by the characters *, # or x on the copy of the payment receipt to be handed over to the cardholder, so that only the last four digits of the card number are visible.
- d) The card number and the expiry date of the valid period of the card as stated in the payment receipt correspond to the card number and expiry date shown on the front of the card as well as to the card number printed in the signature field on the back of the card.

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- e) The cardholder has properly authorised the total invoice amount through the authentication process required pursuant to Part B, Section 2.1 (e.g. by manually entering a PIN). If, in accordance with Part B, Section 2.1 of this Agreement, the personal signature on the payment receipt is sufficient to authorise the total invoice amount, the signature on the payment receipt must match the signature on the presented card.
 - f) The Contractual Partner has provided the cardholder with a copy of the payment receipt for the payment authorised by the Contractual Partner.
 - g) The card has not been declared invalid by blocking lists or other notifications to the Contractual Partner.
 - h) The card has not been recognisably altered.
 - i) The person presenting the card matches any photograph on the card.
 - j) 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.
 - k) 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.
 - l) In the event of a complaint by the cardholder, the Contractual Partner must prove to Nexi in writing within the period set for it by Nexi 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 services, and in compliance with any deadline agreed with the cardholder, to the delivery address specified by the cardholder or has not received the goods back from the cardholder or has received the goods back from the cardholder and has delivered or provided them again to the cardholder by way of replacement goods or after remedying the defect.
 - m) The Contractual Partner has complied with all obligations to provide securities in accordance with Part A Sections 3.5, 3.7 and 3.10.
 - n) The Contractual Partner has complied with safety instructions notified to the Contractual Partner in accordance with Part B, Section 2.1.
- 4.2 Nexi shall be entitled to amend or supplement the Terms and Conditions set forth in Part B, Section 4.1 a) – n) by notifying the Contractual Partner in writing within a period of four weeks if Nexi deems such amendments to be necessary due to possible abusive practices or if such amendments become

necessary as a result of specifications made by Mastercard, Visa or another card organization.

- 4.3 In the event of a complaint about a card transaction by the entitled cardholder or by the card-issuing institution, the Contractual Partner shall provide Nexi with written proof of fulfilment of all of the requirements set forth in Part A, Section 1 or Part B, Sections 1 to 4.1, insofar as such fulfilment is within its operating sphere.

5. Reclaiming payment

- 5.1 In the event of non-compliance with one or more provisions pursuant to Part A Section 1 or Part B Sections 1 to 4.1 or the industry supplement applicable to the Contractual Partner pursuant to Part D, Nexi shall be entitled to assert the reservation of reclaiming payment of the settled card transaction within a period of 18 months from the date of the card transaction in respect of a card transaction if the card transaction has previously been charged back to Nexi by the card-issuing institution.
- 5.2 In the aforementioned cases, Nexi shall invoice the Contractual Partner for the card transaction already paid, with the service fee invoiced to the Contractual Partner on this card transaction being retained, and offset it against other due claims of the Contractual Partner. If there is no possibility of offsetting, the Contractual Partner shall pay immediately after invoicing by Nexi.
- 5.3 The provisions of Part B, Sections 5.1 and 5.2 shall continue to apply for 18 months from the date of termination of this Agreement.

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C Special conditions for the acceptance and settlement of credit and debit card data transmitted in writing, by telephone or via the Internet

1. Card acceptance conditions

- 1.1 The Contractual Partner shall not be entitled to accept the card data for cashless payment settlement and to submit a card transaction to Nexi for settlement if
- a) the residential, shipping or billing address of the customer is outside the following countries: Germany, Belgium, France, Luxembourg, Austria, Switzerland, Italy, Portugal, Netherlands, Spain, Denmark, Sweden, Norway, Finland; in the event of the submission of card transactions with order, delivery or billing addresses outside these countries, Nexi shall be entitled to charge back the payments of these card transactions, provided that the entitled cardholder disputes the entitlement to debit his card account via his card-issuing institution,
 - b) the Contractual Partner, subject to an express and separate agreement on the use of exceptions permitted in accordance with Chapter III of the Commission Delegated Regulation (EU) 2018/389 and where the Contractual Partner acknowledges that the use of such an exception is at the Contractual Partners own risk in the event of card misuse, does not use the current authentication procedures of the card organizations (currently "Visa Secure" and "Mastercard Identity Check") or any other procedure for strong customer authentication within the meaning of section 1 (24) ZAG notified to the Contractual Partner in accordance with this contract when transmitting card data via the Internet, and/or the three-digit card verification number of the card is not transmitted electronically to Nexi when transmitting the card data by telephone,
 - c) the cardholder's transaction to be settled was not generated directly vis-à-vis the Contractual Partner but in the course of third-party business,
 - d) the legal transaction on which the transaction to be settled is based does not correspond to the business purpose stated in the acceptance agreement or its self-disclosure or to the business sector of the Contractual Partner,
 - e) the claim to be settled is based on content that is illegal or immoral according to the law applicable to the legal transaction with the cardholder or content that depicts violence or denigrates human dignity,
 - f) the goods or services of the Contractual Partner on which the transaction to be settled is based

are offered at domain addresses (URL), via advertising media or sales channels that were not specified by the Contractual Partner in the contract or were not released in writing at a later point in time after notification by the Contractual Partner by Nexi.

- g) due to the circumstances surrounding the card presentation, the Contractual Partner had doubts as to the customer's entitlement to use the card. Such doubts must exist in particular:
 - if the total amount of the card transaction is to be split at the cardholder's request or divided among several credit cards,
 - if the cardholder already announces possible problems with acceptance of the card when presenting the card.

- 1.2 Nexi shall be entitled to amend or supplement the conditions set forth in Part C Sections 1.1 a) – g) by notifying the cardholder in writing within a period of four weeks, if Nexi considers these amendments to be necessary due to possible abusive practices or has to implement them due to changes in legal provisions or due to requirements of Mastercard, Visa or another card organization.

2. Conditions of the abstract promise of debt

- 2.1 Nexi undertakes vis-à-vis the Contractual Partner, in accordance with these Terms and Conditions, to reimburse all card transactions submitted by the Contractual Partner, which the Contractual Partner was entitled to accept and submit to Nexi in accordance with the subject matter of the Agreement as well as Part A Section 1.2 and Part C Section 1.1, subject to fulfilment of the following conditions (Part C Section 2.1. a) – q)) and payment by the responsible card organization. This abstract promise of debt shall be given under the following conditions precedent: The Contractual Partner shall be obligated,

- a) to request the cardholder's first name, last name, residential, billing and delivery address and telephone number, the card number and expiry date of the card and the cardholder's signature with an instruction to debit his card account in an order form in order to accept the card data for written orders;
- b) to record the day and time of the call, the first name, last name as well as the residential, billing and delivery address of the cardholder as well as the card number, the expiry date of the card and the last three digits ("card verification number") in the signature field on the back of the card in the telephone conversation and to store them for authorisation in order to accept the card data for telephone orders;

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- c) in the case of an order via the Internet, to transmit to Nexi electronically the cardholder's first name, last name, residential, billing and delivery address, the card number, the expiry date of the card and the last three digits ("card verification number") in the signature field on the back of the card, as well as an electronic instruction from the customer to debit his card account using its own PCI-certified environment or via PCI-certified service providers (payment service provider and third-party companies involved in card payment processing);
- d) to request and store an authorisation number for the card transaction from Nexi prior to submission of the card transaction, irrespective of amount (zero limit). A period of three calendar days at most for Mastercard (credit and debit cards), and seven calendar days for all other cards, may elapse between the date on which the authorisation number is issued and the date on which the goods are shipped or the service provided. Otherwise, a new authorisation number must be obtained. The Contractual Partner must submit the amount requested for authorisation in the same amount to Nexi for settlement. The Contractual Partner must inform the cardholder in writing by email or otherwise if the goods or services are delivered or rendered in more than one delivery. Should the transaction amount exceed the original transaction amount requested for authorisation as a result of division into several deliveries or services, the Contractual Partner must inform the cardholder accordingly and have the cardholder issue and authorise a further order for the additional amount and submit it to Nexi;
- e) to transmit and send the card number and the valid period of the card, the amount, the date and the transaction currency code of the card transaction, the authorisation number transmitted by Nexi, the card verification number as well as the Contractual Partner's own data online electronically within two days after shipment of the goods or rendering of the service in full in a data record ready for processing to Nexi for settlement, unless another written agreement has been made with Nexi; manual receipts or list submissions are not permitted. The Contractual Partner may only transmit card transactions data to Nexi for which it has received an authorisation number from Nexi; the Contractual Partner may not submit the card transactions under the Contractual Partner number for settling card transactions upon presentation of the card;
- f) subject to an express and separate agreement of exceptions permitted in accordance with Chapter III of the Commission Delegated Regulation (EU) 2018/389 and where the Contractual Partner acknowledges that the use of such an exception is at its own risk in the event of card misuse, to use the current authentication procedures of the card organizations (currently "Visa Secure" for Visa/Visa Electron card transactions and "Mastercard Identity Check") by Mastercard for Mastercard and Maestro card transactions) or any other procedure for strong customer authentication within the meaning of section 1 (24) ZAG notified to the Contractual Partner in accordance with this Agreement by means of certified software when recording the card data of the customer via the Internet and to transmit the authentication data of the customer in the authorisation and clearing data record of Visa, Mastercard or Nexi according to the valid specifications;
- g) not to divide a total transaction amount into several transactions, even if he requests an authorisation number for each of them;
- h) to retain complete and legible documents and data on each card transaction submitted to Nexi – with the exception of the card number and the card verification number – and the legal transaction underlying the card transaction (e.g. order and payment data on the card transaction submitted) as well as on the fulfilment of the legal transaction for a period of 18 months from the transaction date and to make them available to Nexi for verification at any time upon request within the period set by Nexi; the Contractual Partner's statutory storage obligations shall remain unaffected thereby. If the Contractual Partner does not submit a requested receipt for a settled card transaction within the period specified by Nexi and the card transaction is charged back by the card-issuing bank to Nexi for this reason, Nexi shall be entitled to charge back this card transaction to the Contractual Partner;
- i) to deliver or render the goods and services to the cardholder free of defects with proof of delivery and to provide Nexi with written proof of receipt of the goods or services to the cardholder within the established period upon request;
- j) to supply the cardholder with goods or services which correspond to the product description of the Contractual Partner on the Internet, in the catalogue or in other offer media, to retain this product description and to make it available to Nexi at any time upon request for the processing of complaints;

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- k) to submit card transactions whose currency and amount correspond to the price or currency offered on the Internet, in the catalogue or in other media for the goods or services ordered by the cardholder, to retain these offers and to make them available to Nexi at any time upon request for the processing of complaints;
 - l) to send the cardholder a billing record stating the company name used on the Internet, in the catalogue or in other media of the Contractual Partner and the telephone number with country code at the latest when sending the goods or providing the service by email, fax or post;
 - m) to use the same company name and the same Internet domain on the Internet, in the catalogue or in other media of the Contractual Partner which were mentioned by the Contractual Partner in the Agreement for identification on the cardholder's bill;
 - n) to submit each card transaction only once to Nexi for settlement and to provide Nexi upon request with written proof that each card transaction submitted was based on a legal transaction with the customer;
 - o) not to submit a card transaction until the goods or services on which the card transaction is based have been delivered or rendered to the cardholder or the cardholder has agreed to a recurring debit of his card account;
 - p) in the event of acceptance on the Internet (also via apps), to comply with the payment process requirements published on the Nexi website (such as information to be communicated to the customer or confirmations to be obtained from the customer). The merchant must take note of these requirements at any time, for the first time upon conclusion of the Agreement and thereafter at least quarterly, and must then immediately implement and observe them in its business operations at its own expense.
 - q) The Contractual Partner has complied with all obligations to provide securities in accordance with Part A Sections 3.5, 3.7 and 3.10.
- 2.2 Nexi shall be entitled to amend or supplement the conditions set forth in Part C, Sections 2.1 a) – p) by notifying the Contractual Partner in writing, giving four weeks' notice, if such amendments have become necessary due to specifications by Mastercard, Visa or another card organization.
- 2.3 In the event of a complaint about a card transaction by the entitled cardholder or by the card-issuing institution, the Contractual Partner shall provide Nexi with written proof of compliance with all conditions specified in Part C, Section 1.1 and Section 2.1, as long as such compliance is within its operating sphere or the operating sphere of its vicarious agents. Nexi shall be entitled, but not

obligated, to verify the fulfilment of the conditions set forth in Part C Section 1.1 and Section 2.1 prior to payment of the card transaction to the Contractual Partner.

3. Reclaiming payment

- 3.1 In the event of non-compliance with one or more conditions pursuant to Part A Section 1 or Part C Section 1 and Section 2 or the industry supplement applicable to the Contractual Partner pursuant to Part D, Nexi shall be entitled to assert the reservation of reclaiming payment of the settled card transaction within a period of 18 months from the date of the card transaction in respect of a card transaction if the card transaction has previously been charged back by the card-issuing institution to Nexi.
- 3.2 The cardholder shall also be obligated to repay to Nexi any card transaction already paid by Nexi if the cardholder requests a cancellation of the debit on his card account or refuses payment and the cardholder declares in writing within six months of the debit on his card account or after the date on which the service was or was to be rendered to the cardholder that
- a) he has not received the goods or services at the delivery address stated by him, unless the Contractual Partner can prove receipt of the goods at the stated delivery address within 14 days of notification of the complaint by Nexi through submitting documents,
 - b) the goods delivered or services rendered by the Contractual Partner do not correspond to the description of the Contractual Partner in the product description with regard to quality, colour, size, number of goods or services or the goods are damaged or not delivered on time or the services are defective or not rendered on time unless the Contractual Partner claims either that the cardholder did not return the goods to it or proves by suitable documents that the defect, the deviation or the damage either did not exist or was remedied by replacement or repair of the goods or rectification of the defect in the service and the goods or service were again delivered or rendered to the cardholder.
- 3.3 In the aforementioned cases of Part C Sections 3.1 and 3.2, Nexi shall invoice the Contractual Partner for the card transaction already paid, with the service fee invoiced to the Contractual Partner being retained, and offset it against payments of other card transactions. If it is not possible to offset, the Contractual Partner shall immediately pay the charged-back transaction after Nexi has issued the invoice.

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- 3.4 The issuing of an authorisation number does not restrict Nexi's right to demand repayment, as Nexi can only check the open credit limit of the card and the possible blocking of the card number due to loss or theft of the card when obtaining the authorisation number from the card-issuing institution. It is not possible to check that the customer's name matches the name of the authorised cardholder of the specified card.
- 3.5 If the card is accepted via the Internet, Nexi shall not reclaim payment of a card transaction to the Contractual Partner due to the lack of authorisation of the entitled cardholder to debit his card account if the Contractual Partner can provide evidence that the Contractual Partner has verified the card transaction using the current authentication procedures of the card organizations (currently "Mastercard Identity Check" for Mastercard and Maestro transactions and "Visa Secure" for Visa/Visa Electron card transactions) in accordance with their specifications (Mastercard and/or Visa) or any other procedure for strong customer authentication within the meaning of section 1 (24) ZAG notified to the Contractual Partner in accordance with this contract. Payment may still be reclaimed if the affected card transaction was made with a prepaid card.
- 4. Further obligations of the Contractual Partner**
- 4.1 The Contractual Partner shall comply with the distance selling provisions of sections 312b. et seq. BGB and the German Telemedia Act. In particular, the cardholder must be clearly and irrevocably informed that the Contractual Partner is responsible for the sale of goods or services, payment processing, goods and services, customer service, handling of complaints and terms of sale. The Contractual Partner must identify itself on its website, in its catalogue or in its other media as a Contractual Partner of the cardholder.
- 4.2 The cardholder must be able to view the General Terms and Conditions of the Contractual Partner at any time on its website, in its catalogue or in its other media and must be acknowledged by the cardholder before the card data is provided.
- 4.3 The Contractual Partner must clearly and unambiguously provide the following information on its website, which can be reached via the Internet address specified in the agreement, in its catalogue or in its other media:
- a) company name and address, if entered in the commercial register, the commercial register number as well as the competent register court, names of the managing director(s) or the management board members as well as all other legally prescribed information,
 - b) customer service contact address including email address and telephone number,
 - c) a description of the goods or services offered, the price of the goods or services, including all taxes and other charges, and any additional delivery and shipping costs,
 - d) information texts on data processing (according to Part A, Section 5.2) and information on data security of card data transmission,
 - e) the billing currency,
 - f) delivery conditions.
- 4.4 The Contractual Partner shall immediately notify Nexi in writing of new Internet domain addresses (URL) and new sales channels via which it intends to submit card transactions to Nexi prior to submission of the card transactions for release.
- 4.5 The Contractual Partner must ensure that no misuse of the card data is possible in its personal or spatial area. If the Contractual Partner suspects or is certain that card data has been misused in its company, that data has been spied on in its company, or that an excessively high rate of refusals of authorisation requests has been made, Nexi is to be notified immediately.
- 4.6 The Contractual Partner shall transmit the card data to Nexi exclusively in encrypted form with at least 128-bit encryption.
- 4.7 The Contractual Partner shall permit Nexi to inspect the business premises upon request in order to enable Nexi to monitor compliance with the provisions of the agreement.

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D Industry Supplements

1. Hotels

Hotels shall be entitled to manually enter the card data transmitted by the cardholder into the POS terminal for credit checks or for guaranteed reservations upon arrival of the cardholder at a time determined by the hotel and verifiably communicated to the cardholder and to obtain pre-authorisations. In order to settle accommodation costs within the scope of express check-outs and other charges for telephone, minibar, etc. without signature by the cardholder, the Contractual Partner must have the cardholder sign a blank authorisation to debit the card account. If the card data is accepted for guaranteed reservations or bookings, the hotel shall be entitled, in accordance with Mastercard and Visa regulations, to charge the agreed fee for only one overnight stay using the card number provided. The hotel must inform the cardholder about the amount and currency of the room rate, the cancellation and non-appearance procedures in accordance with the specifications of the card organizations when making a guaranteed reservation. These stipulate, among other things, that the cardholder must be expressly informed of the incurrence and amount of the cancellation fees and must give his express consent. The hotel must also send the cardholder a reservation confirmation and reservation number in text form, i.e. in writing, by fax or by email. Furthermore, the hotel shall note the words "No Show" on the signature line of the payment receipt and send the payment receipt to Nexi within two days at the latest.

2. Rental car company

The Contractual Partner must have claims arising from accident damage caused by the cardholder and not covered by insurance and other charges (fuel, etc.) signed by the cardholder and submitted to Nexi on a separate payment receipt (issued after the damage has occurred or upon return of the vehicle) irrespective of the rental car price. In addition to the payment receipt signed by the cardholder, the cost estimate of a workshop, the rental agreement and the accident report must be submitted to Nexi for the settlement of repair costs for accident damage. The relevant official notices must be submitted to Nexi for the settlement of fines.

3. Ticketing/coupon companies

The Parties agree that the Contractual Partner is not itself the organizer/service provider of the

events/coupons offered, but submits card transaction to Nexi for settlement by way of an intermediary activity which arise in the business operations of third parties (including event organizers). If individual events/other services are cancelled or do not take place in any other way, and if as a result the card-issuing institutions charge back the card transactions submitted by the Contractual Partner for third parties, Nexi shall be entitled to charge back these card transactions to the Contractual Partner. Accordingly, the Contractual Partner shall indemnify Nexi against any damages that Nexi may incur as a result of the fact that an event/conference/meeting/other service or similar does not take place and/or is not provided.

4. Self-service terminals

4.1 Nexi shall reimburse the Contractual Partner for claims against cardholders for which the cardholder's card transaction were executed using a self-service terminal with an EMV card terminal module if the Contractual Partner fulfils the following additional requirements:

- a) Each authorisation data record and the clearing data record must contain the correct indicator for self-service terminals (Mastercard Indicator "2", Visa Indicator "3").
- b) Each authorisation record must contain the Merchant Category Code, the POS Country Code and the POS Postal Code.
- c) The use of self-service terminals is limited to a maximum amount of 80.00 euros per card transaction and per day.
- d) At the cardholder's request, the Contractual Partner must provide the cardholder with a bill stating the billed amount, the date of purchase, the card number – and, in the case of fuel terminals, the quantity of fuel sold.
- e) No cash payments may be made or telecommunications services sold via the self-service terminal.
- f) The Contractual Partner may only dispense with an authentication of the card holder in accordance with Part B, Section 1 e) when using the card at an unattended terminal in order to pay a transport fare or a parking fee in accordance with the specifications of the card organisations.

4.2 If the Contractual Partner has not fulfilled the above-mentioned conditions (Part D, Section 4.1 a – f) or if the authorised cardholder disputes having made the transaction at the self-service terminal of the Contractual Partner and the card transaction is subsequently charged back to Nexi by the card-issuing institution, Nexi shall be entitled to charge back the corresponding card transaction to the

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Contractual Partner. Nexi shall be entitled to the aforementioned rights even if Nexi has previously issued an authorisation number.

5. General provisions for the Industry Supplements

- 5.1 The Contractual Partner acknowledges that the execution of payment in accordance with these Special Conditions D Industry Supplements cannot always be carried out in the manner described in these Special Conditions D Industry Supplements because the actual execution may also depend on the specifications of the card issuers. This is particularly true if a transaction is to be carried out without strong customer authentication within the meaning of section 1 (24) ZAG.
- 5.2 In the case of card payments made in accordance with D Industry Supplements (except for Part D, Section 3), the payment shall be made by Nexi subject to repayment in the event that the card transaction has been charged back to Nexi by the card issuer. In the case of strong customer authentication, the reservation of chargeback shall not apply. Part B, Section 5 remains unaffected.

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E Special Terms and Conditions for Merchant Initiated Transactions (MITs)

1. Scope

- 1.1 The provisions set out hereinafter shall apply additionally to the acceptance and submission of card transactions for card transactions initiated by the Contractual Partner (hereinafter referred to as Merchant Initiated Transactions (**MITs**)) without a strong customer authentication.
- 1.2 Subject to the terms and conditions set out hereinafter, Nexi shall enable the Contractual Partner to initiate MITs by means of card data for cashless payment transactions and to submit receivables to Nexi for invoicing. MITs may – depending on the Agreement between Nexi and the Contractual Partner – be established both in presence and in distance business (e.g. eCommerce) (For the granting of an Authorisation by the cardholder, s. following Section 2.1 c) of this Part E of the contractual conditions.).
- 1.3 A transaction may be submitted as an MIT only if the transaction is initiated by the Contractual Partner without the involvement of the cardholder.

2. Principles of submission

- 2.1 The Contractual Partner shall observe the following principles of submission:
 - a) A submission of MITs shall be permitted only for those categories of goods and services agreed between Nexi and the Contractual Partner as well as the agreed card brands.
 - b) MITs may be submitted only under the MIT code notified by Nexi to the Contractual Partner.
 - c) Submission of MITs shall require an agreement between the cardholder and the Contractual Partner whereby the Contractual Partner is authorised to collect receivables from the cardholder by means of MITs. Submission of MITs shall require the prior consent by the cardholder (Authorisation). The Contractual Partner shall obtain the Authorisation from the cardholder subject to the principles notified to it by Nexi. The grant of the Authorisation or the amendment of an existing Authorisation by remote access shall require a strong customer authentication. The Authorisation may also be associated with the initial transaction using a strong authentication. The method of obtaining a strong authentication for the Authorisation shall be governed by the type of transaction initiated by the cardholder. These Terms and Conditions , in particular pursuant to Part B Sections 2 and 3 for presence business and Part C Section 2 for distance business, shall apply.

- d) An individual MIT shall be submitted electronically and in accordance with these Terms and Conditions pursuant to Part C Section 1 of these Terms and Conditions.

- 2.2 The Contractual Partner acknowledges that submission of MITs shall take place at its own risk. Nexi in this regard does not grant any unconditional promise to pay (abstraktes Schuldversprechen) but shall limit itself to collecting and transmitting the cashless transactions. The Contractual Partner shall therefore be responsible towards Nexi for all chargebacks made by card issuers, and credits effected by Nexi shall be subject to the chargeback in the event that the card issuing institution charges back the card transaction to Nexi.

- 2.3 The Contractual Partner acknowledges that the performance of an MIT without strong customer authentication pursuant to these Special Terms and Conditions Part E may not be possible in every case since specific performance may also depend on specifications of the card issuing institutions. That shall particularly be the case if a strong customer authentication is to be performed.

3. Other obligations of the Contractual Partner

- 3.1 The Contractual Partner shall comply with the security requirements notified by Nexi for MITs (in particular requirements for storing cardholders' data). These shall apply in addition to the security requirements applying for the acceptance and submission of other card transactions. Part A Section 4 and Section 5 shall not be affected thereby.
- 3.2 The Contractual Partner shall create, transmit to the cardholder and retain Authorisations as well as individual transaction receipts for MITs in accordance with the principles generally applicable to payment receipts as well as the requirements notified by Nexi separately. Unless otherwise notified, Part B Section 3 as well as the requirement under Part C Section 2.1 lit. b), h) and l) shall apply.

4. Termination

Nexi hereby reserves the right to terminate the processing and invoicing of MITs for good cause without observing a notice period. The validity of the remaining provisions of the Agreement shall not be affected thereby. Good cause shall exist in particular if the Contractual Partner submits MITs contrary to Part E Section 2 and Section 3 or in the event of a change in the assessment under supervisory law of (non-)applicability of the strong customer authentication to MITs.

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F Conditions for the use of the Nexi Merchant Portal of Nexi via the Internet

1. Subject of performance

The use of the Nexi Merchant Portal enables the Contractual Partner to retrieve account statements for card transactions submitted to Nexi and, if desired, to make use of other services that are further specified in the Nexi Merchant Portal. Further information about the application possibilities of the Nexi Merchant Portal can be found in the terms of use and application notes and downloaded there.

The account statements shall be held for a limited period of at least twelve months for retrieval by the Contractual Partner. The Contractual Partner shall itself ensure any required fulfilment of its retention duties.

2. Registration and use

In order to participate in the process, the Contractual Partner shall nominate a person with access authorisation in the relevant service agreement as well as an associated email address, which is used for online contact and as a user ID. This person shall receive a password for initial registration. For the further use of the Nexi Merchant Portal, the person with access authorisation shall choose an independently generated password (user password) after initial registration and acceptance of the terms of use. The legitimate superuser named to Nexi is permitted to create additional users for the legal entity and to assign specific rights within the website / Nexi Merchant Portal. The Contractual Partner shall obligate its authorised users to treat the user password confidentially.

3. Objections to account statements

Nexi shall make the account statements available to the Contractual Partner for retrieval via the Nexi Merchant Portal one day after the account statement date. The account statement shall be deemed to have been received as soon as it is made available to the Contractual Partner for retrieval by Nexi. The Contractual Partner shall retrieve the account statement promptly and to check it immediately for completeness and correctness. Any objections must be made to Nexi in text form or electronic form within four weeks. If the Contractual Partner fails to raise objections in due time, the account statement shall be deemed approved. The Contractual Partner may also subsequently demand

a correction of the account statement, but must then prove that a debit was wrongly made or that a credit to which he is entitled was not issued.

4. Chargeback management

Until a switch-over is made to the Nexi Merchant Portal, chargeback management shall take place by e-mail communication. The Contractual Partner shall therefore be responsible for opening its e-mail account at short intervals in order not to miss any deadlines for chargebacks and receipt requests.

After the switch, it will be imperative for communication for chargeback management for Visa and Mastercard transactions to switch to communication via the Nexi Merchant Portal. Communication in connection with chargebacks of card issuers and receipt requests shall then be carried out exclusively via the Nexi Merchant Portal. The Contractual Partner shall then therefore be responsible for opening the chargeback module at short intervals when using the Portal in order not to miss any deadlines for chargebacks and receipt requests.

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G Special conditions for the currency conversion service Dynamic Currency Conversion (DCC) and electronic Dynamic Currency Conversion (eDCC)

1. Basic principles

The following provisions apply if the Contractual Partner has selected the option Dynamic Currency Conversion (DCC) or electronic Dynamic Currency Conversion (eDCC) in the service agreement or a supplementary agreement (hereinafter collectively also referred to as "DCC"). Nexi enables the Contractual Partner's customers, in accordance with the following provisions, to settle Mastercard/Maestro as well as Visa/Visa Electron and V PAY card transactions made in the business operations of the Contractual Partner at the request of the cardholder in the billing currency of his credit or debit card (hereinafter referred to as "billing currency"). The Contractual Partner shall have all currency conversions carried out at the terminal for which the cardholder can select the billing currency at his own request, exclusively via Nexi. Insofar as the following provisions do not contain any deviating regulations, the provisions of Nexi Germany GmbH's Terms and Conditions for Acceptance and Settlement of Credit and Debit cards shall apply.

2. Obligations of Nexi

- 2.1 Nexi shall transmit the current exchange rate from the local currency of the Contractual Partner into the billing currency of the cardholder to the Contractual Partner on a daily basis and shall provide the DCC Service for the billing currencies of the cardholder listed on the website www.nexi.de. Nexi shall be entitled to discontinue the conversion service for individual currencies if certain conversion rates show excessive volatility. Nexi shall notify the Contractual Partner of this in writing within a period of three days.
- 2.2 Nexi shall ensure that the total amount is debited to the cardholder in this billing currency. Payment of the card transactions shall be made in the billing currency agreed with the Contractual Partner in accordance with the provisions of the service agreement between Nexi and the Contractual Partner.

3. DCC transactions

- 3.1 The Contractual Partner shall ask the holder of a foreign Mastercard/Maestro, Visa/Visa Electron/V PAY card whether he wishes to execute the transaction in the currency of his card (Dynamic

Currency Conversion Transaction or electronic Dynamic Currency Conversion Transaction, hereinafter collectively also referred to as "DCC Transaction" or "billing currency") or in the local currency valid at the registered office of the Contractual Partner prior to payment. Prior the transaction's initiation, the Contractual Partner shall expressly inform the cardholder in a neutral and understandable manner about the amount of the surcharge on the foreign currency exchange rate associated with the transaction on the terminal display or the website. From 19 April 2020, the information about the surcharge on the foreign exchange shall include the total currency conversion charges as a percentage surcharge on the last available Euro reference exchange rates of the European Central Bank (ECB). In addition, from 19 April 2020, the amount to be paid to the Contractual Partner in the local currency and the amount to be paid by the cardholder in the billing currency shall be displayed. From 19 April 2020, before initiating the payment transaction, the cardholder will also inform the cardholder neutrally and comprehensibly about the possibility to pay in the local currency of the Contractual Partner and subsequently have the card issuer carry out the currency conversion.

The Contractual Partner undertakes not to make it more difficult for the cardholder to pay for card transactions in the local currency through additional requirements or to use procedures which cause the cardholder to use the DCC Service without a clear decision from the cardholder.

- 3.2 If a priority or express check-out is offered, it must be agreed in writing with the customer that the customer agrees to the DCC transaction, that he has been offered the choice between the local currency and the billing currency, that the customer's decision on the billing currency is final and that the conversion rate shall be determined by the Contractual Partner at a later date without further agreement with the cardholder, subject, however, to the proviso that from 19 April 2020, the percentage surcharge on the last available Euro reference exchange rate of ECB must remain unchanged. Section 3.1 shall apply mutatis mutandis. Deviating from this, the information may also be displayed in a way other than on the display or the website as long as the displaying is sufficiently neutral and understandable.
- 3.3 The Contractual Partner shall inform its checkout staff in writing about compliance with these obligations.
- 3.4 In order to use the DCC Service, the Contractual Partner shall exclusively use the POS terminal approved by Nexi or the POS checkout software, as well as the DCC software provided by Nexi or the

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Nexi PayEngine software solution approved by Nexi. The Contractual Partner shall bear the costs of using, installing and operating the checkout software or POS terminal or Nexi PayEngine.

- 3.5 The Contractual Partner undertakes to use the most current exchange rates communicated to it for the currency conversion service.

4. Electronic settlement and authorisation system

- 4.1 The Contractual Partner shall transmit all card transactions made using the currency conversion service exclusively by means of the checkout software approved by Nexi or the POS terminal within 24 hours electronically to Nexi or online exclusively by means of the Nexi PayEngine approved by Nexi (authorisation and booking at the same time) to Nexi. To use the DCC Service, the Contractual Partner shall follow the operating instructions of the software provided by Nexi or of the POS terminal approved by Nexi.
- 4.2 The Contractual Partner must ensure that the total amount in the local currency including the currency symbol and in the cardholder's billing currency including the currency symbol, the conversion rate applied, the origin of the foreign currency rate used, the surcharge on the foreign currency rate and any fee as well as the cardholder's confirmation of the option offered to him to pay in the local currency or in his billing currency and his choice are printed or displayed on the payment receipt or in the email confirmation of the order to the cardholder. From 19 April 2020, the following additional information must also be shown on the payment receipt and in the e-mail confirmation of the order, respectively: The total currency conversion charges as a percentage surcharge on the last available euro reference exchange rates of the ECB, and the amount that would have been payable to the Contractual Party in the local currency.

5. Remuneration/DCC revenue rate

- 5.1 DCC transactions shall be remunerated by Nexi to the Contractual Partner in the billing currency agreed with it. Nexi shall reimburse the Contractual Partner for each card transaction converted within the scope of DCC and submitted to Nexi the fee specified in the service agreement/supplemental agreement (DCC revenue rate). The reimbursement shall be deducted from the service fee of the Contractual Partner, which the latter has to pay to Nexi for the settlement of the card transaction. If the Contractual Partner does not electronically transmit a converted card transaction to Nexi by 2:00 a.m. of the day following the transaction date, Nexi's

obligation to pay the remuneration shall no longer apply.

- 5.2 Nexi reserves the right to change the DCC revenue rate. A change shall be communicated to the Contractual Partner in writing at least 30 days before it comes into effect. If the Contractual Partner does not agree with the change, it can cancel the DCC option on ten days' written notice from the end of the month.
- 5.3 Chargebacks and credits of converted card transactions shall be made in the billing currency agreed with the Contractual Partner after conversion of the original total amount from the billing currency of the cardholder into the billing currency of the Contractual Partner at the conversion rate used by Nexi at that time. The Contractual Partner shall reimburse Nexi for the remuneration paid for the charged-back card transaction after invoicing. Card transactions cannot be cancelled if the currency conversion service is used.

6. Term/termination/miscellaneous

- 6.1 The term of the DCC option shall correspond to the term of the service agreement between Nexi and the Contractual Partner. This does not affect the right to terminate the DCC Option without notice for good cause.
- 6.2 An important reason for termination without notice by Nexi exists in particular if the Contractual Partner repeatedly submits its claim in the billing currency of its credit card without the express request of the cardholder or if Visa or Mastercard excludes the Contractual Partner from participating in the conversion service due to repeated violations of this obligation to notify.
- 6.3 Nexi shall be entitled to adapt the DCC option to new developments and requirements of lawmakers or of Mastercard and/or Visa, provided that these changes do not fundamentally change the service, the remuneration and the DCC revenue rate and do not lead to additional costs without the consent of the Contractual Partner.

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H Special conditions for contactless payment

1. Scope

- 1.1 The following provisions apply additionally to the acceptance and submission of card transactions by cards equipped with a contactless interface if the latter is used or if payment is made by wallet.
- 1.2 Nexi enables the Contractual Partner to accept cards equipped with a contactless interface for cashless payment transactions in accordance with the following provisions and to submit justified claims to Nexi for settlement by means of such a card.

2. Submission principles and authorisation

- 2.1 If the cardholder on presenting the card decides for use of a contactless interface, the Contractual Partner, upon presentation of a card equipped with a contactless interface, shall read out its data contactlessly, i.e. without physical contact between terminal and card, by means of a terminal-reader combination initialised and approved by Nexi (hereinafter referred to as "terminal") and electronically obtain an authorisation from Nexi ("Contactless Payment Process"). The Contractual Partner shall transmit the data of the card transaction, in particular the card number, expiry date, total amount and Nexi Contractual Partner number, completely and electronically to Nexi on each transaction date by means of a daily closeout in the event of approval being granted. The Contractual Partner shall be responsible for ensuring that the card transaction data is received by Nexi completely and on time in a data record that can be processed.
- 2.2 The Contractual Partner shall be obligated in accordance with the system requirement to confirm the card transaction by the cardholder by means of his signature, by entering his PIN or by proper use of a biometric procedure. Such obligation on the part of the Contractual Partner shall not apply in cases where the individual Contactless Payment Process transaction does not exceed the maximum authentication-free amount for contactless payment (hereinafter referred to as the "maximum authentication-free amount") and complies with the statutory as well as any other requirements for a Contactless Payment Process without further authentication as specified by the card organizations and notified to the Contractual Partner by Nexi. The maximum authentication-free amount depends on the statutory requirements as well as the specifications of the card organizations. Upon conclusion of the contract, the maximum authentication-free amount is 50 euros.

- 2.3 In the case of contactless transmission of data without the cardholder's authentication by signature, by entering the PIN or by proper use of a biometric procedure, Nexi's obligation to pay per cardholder and per transaction shall be limited to the maximum authentication-free amount, unless such lack of authentication is attributable to a conduct or breach of duty on the part of Nexi. This obligation on the part of Nexi shall only apply if the individual card transaction submitted does not exceed the maximum authentication-free amount.
- 2.4 If in the card payment process the system requires an authentication to be carried out, e.g. because the individual card transaction exceeds the maximum authentication-free amount, an authentication in accordance with Part I, Section 2.2 must be obtained. If the Contractual Partner does not comply with this obligation, Nexi shall not be obligated to make any payments. If the card transaction is charged back to Nexi by the card-issuing institution due to a failure to confirm, by correct entry of the PIN or by proper use of a biometric procedure, Nexi shall be entitled to charge the card transaction back to the Contractual Partner.
- 2.5 If, for technical reasons, a payment transaction with contactless electronic request for approval is not possible, e.g. because the terminal cannot record the card data contactlessly during this transaction, the card data shall in all cases be physically read out (through contact) from the chip on the card or, if applicable, from the magnetic stripe and the payment shall be authenticated by the cardholder with his signature or by entering his PIN and using a terminal in accordance with the requirements of Nexi's conditions for the acceptance and settlement of credit and debit cards.

3. Other obligations of the Contractual Partner

- 3.1 In the case of card transactions that exceed the maximum authentication-free amount for contactless payment, the Contractual Partner shall create payment receipts at the terminal and to store these in accordance with Nexi's conditions for the acceptance and settlement of credit and debit cards and to submit them to Nexi within the period set by Nexi, generally 14 days upon request in the event of a complaint by the cardholder.
- 3.2 The Contractual Partner, in addition to the acceptance logos specified by the respective card organization and provided by Nexi, shall also display the logo specified by the card organizations that depicts the enablement of a contactless payment process in a clearly visible place in the checkout area.

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I Special Terms and Conditions for SmartPay

1. Inclusion and order of priority

These Special Terms and Conditions for SmartPay shall apply if the Contractual Partner uses the Nexi SmartPay Platform with the aim of entering into agreements in the payment transactions area. For the acceptance and settlement of cards of the different card brands selected by the Contractual Partner using the Nexi SmartPay Platform, Parts A, B, D, E, F, G and H of these Terms and Conditions of Nexi Germany GmbH for the Acceptance and Settlement of Credit and Debit Cards ("Terms and Conditions") shall also apply for SmartPay unless they are contrary to the provisions in these Terms and Conditions for SmartPay. The acceptance of payment transactions in distance selling pursuant to Part B of the Terms and Conditions cannot be agreed using the Nexi SmartPay Platform. If the Contractual Partner in addition to the acquiring/card acceptance services uses terminal and/or network operating services of Nexi, the Terms and Conditions of Nexi Germany GmbH for the POS Service shall additionally apply to the extent relating to the services in connection with the rental or purchase of payment card terminals. The settlement of payment transactions in the electronic cash system is not initially planned when entering into an agreement via SmartPay. Provisions in the electronic Contract Form shall take priority over the provisions in these Terms and Conditions of Nexi Germany GmbH for the Acceptance and Settlement of Credit and Debit Cards.

2. Conclusion of agreement

By accepting the contents of the electronic contract form ("Contract Form"), the Contractual Partner submits to Nexi the offer to enter into an agreement on the basis of the terms and conditions thus accepted by it. Conclusion of the Agreement of the Parties shall take place by way of confirmatory acceptance by Nexi.

3. Scope of card acceptance/network operation service provider

The Contractual Partner commissions Nexi, on the one hand, to process payment orders issued by a card in presence business as well as to settle them vis-à-vis the Contractual Partner. "Cards" within this meaning shall also exist pursuant to these Terms and Conditions if the Card data are stored on another medium (e.g. smartphone). The product SmartPay

shall cover only Card acceptance when the Card is physically presented (point-of-sale business).

4. Fees

The Contractual Partner shall pay the discount relating to the transaction turnover, where applicable an additional transaction-related fee specified in the Contract Form, as well as the fees specified in the "Schedule of Prices and Services of Nexi" (however, see Part I. Section 9 of these Terms and Conditions).

5. Obligation to maintain a SEPA direct debit mandate/ Special termination right/ discontinuation of service in the case of return debits or invalid SEPA direct debit mandates

For the duration of the Agreement relating to the SmartPay product, the Contractual Partner shall maintain a SEPA direct debit mandate in favour of Nexi. Without such mandate, Nexi shall be entitled to charge the Contractual Partner a separate fee for a settlement by way of transfer scheme pursuant to the Schedule of Prices and Services of Nexi. Nexi shall further be entitled to effect termination of the acceptance agreement for good cause.

In the event of unauthorised return debits or invalid SEPA direct debit mandates, Nexi shall be entitled to discontinue payments to the merchant from transaction execution or to set off its receivables owed by the Contractual Partner against the receivables of the Contractual Partner owed by Nexi from the transactions submitted for settlement.

6. Payment interval

Full data records of the card transactions received by Nexi shall be processed on the next Hesse bank working day ("Acquisition Date") provided that the data records have been received by Nexi by 23:59:59 hours of the previous day. The processed transactions shall then be instructed for payment to the banking account specified by the Contractual Partner on the Hesse banking day following the Acquisition Date (T+2). If the Parties agree a different payment interval in the Contract Form or otherwise individually with the Contractual Partner, the agreement thus entered into shall take priority over the payment interval set out hereunder.

7. Use of Nexi Merchant Portal/access to notifications/obligation to notify faults

In the context of the product SmartPay, the purpose of the Nexi Merchant Portal in particular shall be to transmit to the Contractual Partner notifications on

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the contractual terms (information on the current Schedule of Prices and Services of Nexi, updated terms and conditions, requirements of the card organisations, etc.) and contract implementation (settlement of submitted Card turnovers and the fees to be paid, termination) and to enable the Contractual Partner to communicate with Nexi in the same way (reporting of faults and damage, purchase orders (if the Contractual Partner is not in default with payments), termination). The Contractual Partner shall open the Nexi Merchant Portal regularly, however, at least once a week, to apprise itself of the notifications. If the Contractual Partner does not previously access a notification, the respective notification of Nexi shall be deemed to have been received by the Contractual Partner after the seventh day from having been posted in the Nexi Merchant Portal. If the Contractual Partner previously accesses a notification, the notification shall be deemed to have been received from the time when the notification was accessed. The previous provisions on the receipt of the notifications by the Contractual Partner shall apply in the same way with regard to the Contractual Partner's notifications to Nexi. Until a switch-over is made to the Nexi Merchant Portal, chargeback management shall take place by e-mail communication. Moreover, the Contractual Partner shall notify faults, defects and damages of the Nexi equipment via the Nexi Merchant Portal without undue delay.

8. **Verification obligations of Contractual Partner/approval**

The Contractual Partner shall check the transaction statements or bills for correctness and completeness immediately upon receipt. Any objections due to incorrectness or incompleteness of the transaction statements and settlement statements issued shall be raised by the Contractual Partner via the Nexi Merchant Portal within two weeks after they have been received. For observance of the time limit, it shall suffice for the objection to be posted in the Nexi Merchant Portal. If the Contractual Partner does not raise objections in good time, this shall be deemed approval.

9. **Fee adjustments due to false statements on entering into agreement**

The service fee and where applicable the transaction-related fee shall first be defined on the basis of the statements made by the Contractual Partner on entering into the agreement. If the transaction volume actually submitted by the Contractual Partner to Nexi for settlement deviates by more than an insignificant extent (shortfall of

10%) from the claims made, Nexi shall have the right to charge those fees which applied at the time of the agreement being entered into for the transaction volume actually submitted to Nexi for settlement. Nexi shall notify the Contractual Partner of such change via the Nexi Merchant Portal. The provisions in Part I, Section 9 of these contractual terms do not affect the price adjustment processes outlined in Part A, Section 2 of these contractual terms.

10. **Discontinuation of services instead of termination for good cause**

If Nexi by reason of contractual or statutory provisions or judicial interpretation is entitled to terminate this Agreement for cause, Nexi shall also be entitled in the alternative to require submission of Card transactions to be discontinued temporarily (suspension) and/or to refuse their acceptance (transaction acquisition). Nexi shall have the same right if a card organisation requests the Contractual Partner to discontinue card acceptance.

11. **Term/termination for convenience**

The provisions of this Section 11 apply unless otherwise provided for in the Contract Form.

In the Contract Form, the Contractual Partner may choose the minimum contract term desired by it.

An agreement subject to a minimum contract term of 30 days may be terminated for the first time on two weeks' notice for the end of the minimum contract term. If it is not terminated for the end of its minimum contract term, the term shall be renewed automatically for an indefinite period. It may then be terminated on one month's notice.

An agreement subject to a longer minimum contract term may be terminated for the first time on three months' notice for the end of the minimum contract term. If it is not terminated for the end of its minimum contract term, the term shall be renewed automatically for an indefinite period. It may then be terminated on three months' notice.

If the Contractual Partner does not choose any minimum contractual term in the Contract Form, the Agreement shall run for an indefinite term and may be terminated on three months' notice.

12. **Separate terminate notice requirement for different users of the Nexi SmartPay Platform**

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During use of the SmartPlay Platform of Nexi, the Contractual Partner regularly enters into contracts with more than one provider. A termination served on one provider having used the SmartPay Platform shall not have any effect on the agreement entered into with another provider also having used the SmartPay platform. If the Contractual Partner wishes to also terminate the agreement it has entered into with the other provider, it must also submit a separate additional notice of termination to such other provider.

13. Special termination right in the case of non-exclusive submission of Card transactions/liquidated damages

If the Contractual Partner does not or not exclusively submit the card transactions forming the subject matter of the Agreement to Nexi for settlement, Nexi shall be entitled to terminate the contract extraordinarily and/or to charge the Contractual Partner a lump sum for damages.

This flat-rate claim for damages shall be calculated as the product of the monthly invoiced service fee for the last twelve months (or six months if the contract term has not yet reached 12 months) less the actual expenses saved by Nexi x remaining term (= number of months between the last submission to Nexi and the actually agreed term end).

If the Contractual Partner does not submit Card transactions forming the subject matter of this Agreement to Nexi for settlement by means of a payment card terminal which it has purchased, the calculation method described above shall not apply and a claim to liquidated damages in the amount of 300.00 euros shall apply.

Such claim to liquidated damages shall not exist if the Contractual Partner is able to state and prove that a damage in such amount was not incurred. Irrespective of an enforcement of a claim to liquidated damages, Nexi is entitled to assert a claim for the damage that has actually arisen or other damage, deducting the liquidated damages where applicable.



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Annex: Template of Pledge Agreement for Pledge of Bank Accounts

Pledge Agreement

– Pledge of Account Balances –

between

[Contractual Partner]

as Guarantor

and

Nexi Germany GmbH

as Secured Party

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This Agreement (hereinafter referred to as the "**Pledge Agreement**") is concluded between:

[Name of the Contractual Partner], domiciled at [____], registered in the Commercial Register of [____] under the number [____] (hereinafter referred to as "**Guarantor**" or "**Contractual Partner**"), and

Nexi Germany GmbH, domiciled in Helfmann-Park 7, 65760 Eschborn, registered in the Commercial Register of Frankfurt am Main under the number HRB 57036 (hereinafter referred to as the "**Secured Party**" or also "**Nexi**").

In the following, the *Guarantor* and *Secured Party* are each also referred to as "**Party**", collectively referred to as "**Parties**".

1. PREAMBLE

- 1.1 The *Guarantor* and the *Secured Party* have concluded a [Payment Services Framework Agreement] on [____]. This Payment Services Framework Agreement, as amended, supplemented and/or revised from time to time, shall hereinafter be referred to as the "**Payment Services Framework Agreement**" in its currently valid version.
- 1.2 Pursuant to Part A Section 3.7 of the General Terms and Conditions attached to the *Payment Services Framework Agreement*, the *Guarantor* shall conclude this *Pledge Agreement*. The General Terms and Conditions, as amended, supplemented and/or revised from time to time, are hereinafter referred to as the "**Payment Services Framework Agreement General Terms and Conditions**" in their currently valid version.
- 1.3 In accordance with Part A Section 3.7 (2) *Payment Services Framework Agreement General Terms and Conditions*, the *Guarantor* has opened an account in its name with the [name of the Account-Holding Institution] (hereinafter referred to as the "**Account-Holding Institution**") using the IBAN [IBAN of the blocked account]. This account, including all sub-accounts, is hereinafter referred to as the "**Blocked Account**".

2. DEFINITIONS

"**Pledged Claims**" means the account balances pledged in accordance with clause 3 and the rights

and claims associated with the *Blocked Account* covered by the pledge in accordance with clause 3.

Cross-references to sections without further specification always refer to sections of this *Pledge Agreement*.

3. OBJECT OF PLEDGE

- 3.1 The *Guarantor* hereby pledges to the *Secured Party* its respective credit balance plus interest in the *Blocked Account*. The pledge covers all rights associated with the *Blocked Account*, in particular the right to terminate, to determine the respective balance and the claims from balances drawn or to be drawn in the future.
- 3.2 The *Secured Party* hereby accepts the pledge.

4. SECURITY PURPOSE

The *Pledged Claims* serve to secure all present and future claims of *Nexi* against the *Contractual Partner* – including limited and/or fixed-term claims – from or in connection with the *Payment Services Framework Agreement*, in particular from individual agreements concluded between the Parties under this *Payment Services Framework Agreement*, even if the agreed contractual term is shortened or extended or the *Payment Services Framework Agreement* is revised (claims in connection with the *Payment Services Framework Agreement* are in particular also secondary claims such as claims for damages and consequent claims in the event of the invalidity of performance claims (e.g. claims arising from unjust enrichment) (collectively referred to as "**Secured Claims**") arising in the course of the execution of the *Payment Services Framework Agreement* or of individual agreements concluded between the Parties under this *Payment Services Framework Agreement*.

5. REPORTING OF THE PLEDGE

The *Guarantor* shall notify the *Account-Holding Institution* of the pledge of the *Blocked Account* no later than 5 (five) *working days* after signing this *Pledge Agreement* in a form corresponding to the Annex "Pledge Notice Form" and to obtain written confirmation that the *Account-Holding Institution* has reserved the pledge. At the same time, the *Guarantor* authorises the *Secured Party* to notify the *Account-Holding Institution* of the pledge in the name of the *Guarantor*.

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6. INFORMATION

The *Guarantor* authorises the *Account-Holding Institution* to provide the *Secured Party* with information about the pledged account balances at any time and to send copies of the account statements to the *Secured Party*.

7. DISPOSALS OF ACCOUNT BALANCES

- 7.1 Disposals of bank balances in the *Blocked Account* may only be made with the prior written consent of the *Secured Party*. The notice of pledge shall instruct the *Account-Holding Institution* not to make any other disposals.
- 7.2 The *Blocked Account* may only be terminated or closed with the prior written consent of the *Secured Party*.

8. RIGHT OF EXPLOITATION OF THE SECURED PARTY

- 8.1 The *Secured Party* shall be entitled to satisfy the outstanding amount from the pledged account balance in the *Blocked Account*, i.e. to collect the respective asset balance in the *Blocked Account* up to the outstanding amount, and to exercise a right of termination to which the *Guarantor* shall be entitled for this purpose, if the prerequisite for the realisation of a lien pursuant to Sections 1273, 1204 et seq. German Civil Code ("BGB") is fulfilled (lien maturity) and the *Guarantor* is in default with the fulfilment of a payment obligation under a *Secured Claim*.
- 8.2 The *Secured Party* shall notify the *Guarantor* in writing of the realisation at least 10 (ten) working days in advance. A threat, however, is not required if the *Guarantor* has suspended its payments, the opening of judicial insolvency proceedings has been applied for in respect of its assets or if there are other reasons which justify the assumption that legitimate interests of the *Secured Party* are opposed to compliance with the deadline.
- 8.3 Notwithstanding section 1277 BGB, the *Secured Party* shall be entitled to satisfaction from the pledged rights without obtaining an enforceable judgment against the *Guarantor*.
- 8.4 The *Secured Party* shall have the right to choose among several Securities. When selecting and realizing, the *Secured Party* shall consider the legitimate interests of the *Guarantor*.
- 8.5 The *Guarantor* may not derive any rights from the type or time of the realisation or the surrender of other Securities.
- 8.6 The *Account-Holding Institution* does not have to check whether the prerequisites for the realisation have been fulfilled.

9. RELEASE OF SECURITIES

- 9.1 Due to the accessoriness of the lien, all liens of the *Secured Party* arising from this *Pledge Agreement* shall lapse upon complete and irrevocable fulfilment of all *Secured Claims*. Upon satisfaction of the *Secured Claims*, the *Secured Party* shall, at the request of the *Guarantor*, immediately release its rights under this *Pledge Agreement* and return any excess proceeds from the realisation to the *Guarantor*. This shall not apply – since the *Pledge Agreement* pursuant to clause 4 also secures future claims – to the extent that further or new claims of the *Secured Party* are to be expected in the foreseeable future from the *Payment Services Framework Agreement* or from individual agreements concluded between the *Parties* under this *Payment Services Framework Agreement*.
- 9.2 Even before full satisfaction of the *Secured Claims* has been effected, the *Secured Party* shall release to the *Guarantor*, upon request, all or part of the account balances pledged to it and any other Securities provided in its favour, at its option, provided that the realisable value of all Securities does not merely temporarily exceed 110% of the *Secured Claims* (including any further or new claims of the *Guarantor* arising in the foreseeable future from the *Payment Services Framework Agreement* or from individual agreements concluded between the *Parties* under this *Payment Services Framework Agreement*). The coverage limit of 110% shall be increased by the respective current VAT rate if the *Secured Party* is charged with the payment of VAT from proceeds of realisation.
- 9.3 When selecting the Securities to be released, the *Secured Party* shall take into account the legitimate interests of the *Guarantor*.
- 9.4 The costs for the release of the security shall be borne by the *Guarantor*.

10. VALUATION OF CLAIMS

To determine the realisable value of the *Pledged Claims*, the nominal value of the due claims is assumed.

11. RIGHT TO DISPOSE OF THE PLEDGED CLAIMS

- 11.1 The *Guarantor* assures that it has unlimited right of disposal over the *Pledged Claims*, in particular that – apart from the General Terms and Conditions of Lien of the respective *Account-Holding Institution* – there are no rights of third parties to the *Pledged Claims*.

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11.2 The *Guarantor* shall submit to the *Secured Party* a confirmation from the *Account-Holding Institution* that the latter with regard to the *Blocked Account* – for the duration of the pledge to the *Secured Party* – (i) waives any right of offsetting/retention and (ii) any lien (e.g. established in accordance with the respective General Terms and Conditions) of the *Account-Holding Institution* is excluded or such lien is subordinated to the lien of the *Secured Party*. A lien of the *Account-Holding Institution* may, however, be senior to the extent that it exclusively secures costs and charges connected with the maintenance of the *Blocked Account* as well as reversals of debits of amounts not yet finally credited (e.g. return debit notes).

intention that this clause not only reverses the burden of proof, but also waives the legal consequence of section 139 BGB (nullity of the entire contract). Instead of the ineffective and/or contestable and/or unenforceable part of the *Pledge Agreement*, the *Parties* shall then agree on what comes closest to what the *Parties* would have agreed in a legally permissible manner if they had known of the ineffectiveness and/or contestability and/or unenforceability. The *Parties* shall proceed accordingly if there is a gap in the *Pledge Agreement*.

12. PLACE OF JURISDICTION, PLACE OF PERFORMANCE, APPLICABLE LAW AND CONTRACTUAL LANGUAGE

- 12.1 The exclusive place of jurisdiction for disputes arising from or in connection with the *Pledge Agreement* shall be the Regional Court of Frankfurt am Main. However, the *Secured Party* may also conduct proceedings before other courts in whose jurisdiction the assets of the *Guarantor* are located. Mandatory places of jurisdiction remain unaffected by this provision.
- 12.2 The place of performance shall be Frankfurt am Main.
- 12.3 This *Pledge Agreement* shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 12.4 The contractual language of the *Pledge Agreement* shall be German.

13. WRITTEN FORM

Amendments to this *Pledge Agreement* must be made in writing in accordance with sections 127 (1), 126 BGB or in electronic form in accordance with sections 127 (1), 126a BGB in order to be effective. This shall also apply to an amendment to this written form clause. No oral side agreements have been made.

14. SEVERABILITY

Should a part of the *Pledge Agreement* be invalid and/or contestable and/or unenforceable, the validity of the *Pledge Agreement* shall not be affected thereby. The *Parties* are aware of the case law of the Federal Court of Justice according to which this clause only reverses the burden of proof. Against this background, the *Parties* expressly make it clear that it is their actual

15. SIGNATURES

[_____] , date [_____]

[Contractual Partner]

represented by [_____]

Eschborn, date [_____]

Nexi GmbH

represented by [_____]

Terms and Conditions of Nexi Germany GmbH for the Acceptance and Settlement of Credit and Debit Cards

ANNEX "PLEDGE NOTICE FORM"

From: [name of *Guarantor*]
To: [name of *Account-Holding Institution*]
Date: [_____]
Account No. [_____]

Yours sincerely,

Acknowledged:

Dear Sir, Madam,

[*Guarantor*]

We hereby inform you that we have pledged all claims from the business relationship underlying the above bank account (referred to as "**Blocked Account**") in favour of Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn ("**Nexi**") in accordance with an account pledge agreement dated [_____] (the "**Pledge Agreement**"). This pledge shall extend to all sub-accounts and all existing and future payment and interest claims.

[*Account-Holding Institution*]

We are not authorised to dispose of the *Blocked Account* without *Nexi's* written consent. As the account-holding bank, you are hereby irrevocably instructed not to allow us to dispose of the *Blocked Account* in any way unless we present the aforementioned written consent of *Nexi*. You as the account-holding bank are hereby authorised to provide *Nexi* with information about the account balance in the *Blocked Account* at any time.

We ask you to take note of the pledging of the account and to confirm receipt of this notification by signing the enclosed copy. By signing, you also confirm that you have not yet received any notice of pledge concerning the *Blocked Account* and that you waive all rights of retention and rights of set-off vis-à-vis *Nexi* and that you withdraw from the *Pledge Agreement* with a lien subordinate to *Nexi's* liens resulting from your General Terms and Conditions. However, your lien may be senior to the extent that it exclusively secures costs and fees associated with the management of the *Blocked Account* as well as reversals of debits of amounts not yet finally credited (e.g. return debit notes).

Please send this confirmation to

Nexi Germany GmbH
ATTN of [_____]
Helfmann-Park 7
D-65760 Eschborn

with a copy to us.