

### A General provisions

#### Subject matter of the Agreement

These General Terms and Conditions govern the POS service of Nexi Germany GmbH (hereinafter referred to as "Nexi") for its Contractual Partners. Depending on the scope of the order placed, the POS service covers: the provision of a POS terminal, either on a rental basis or as a purchase; the installation, maintenance and servicing of the terminal; the removal of faults in POS network operation; and all other services in relation to the processing of the girocard Scheme, electronic offline direct debits, blacklist lookups and the routing of authorisation requests for transactions with credit and debit cards. These Terms and Conditions shall take precedence over any of the Contractual Partner's conflicting terms and conditions.

Nexi assures the Contractual Partner that it will fulfil the requirements established by the German Banking Industry Committee (GBIC) at the time the Agreement is entered into.

Nexi also routes authorisation requests for transactions with customer cards to customer card issuers. Their cards and the cards of other systems can be used by the Contractual Partner if requested, provided these are authorised in the respective country where the terminal is used and are accommodated by Nexi. The proper processing of the cards/schemes specified in the terms and conditions of the German Banking Industry Committee (see parts B and C) must not be negatively affected as a result of this. Nexi shall perform an incompatibility check in relation to the cards/schemes specified in the order and issue relevant approvals. Any extension to the scope of service through additional cards or services may involve additional costs, of which the Contractual Partner shall be notified in advance and which shall require a separate agreement.

If the requirements of the German Banking Industry Committee change or if other requirements and/or provisions of public law lead to compulsory changes to the payment scheme during the course of a terminal's period of operation, Nexi shall offer solutions for the maintaining of the payment scheme. Any costs that arise in relation to this may be invoiced to the Contractual Partner.

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### 1. Scope of service

#### 1.1. Service on the part of Nexi

Nexi shall provide the deliveries and services agreed to in the contract according to the prices and conditions specified therein, as well as according to the prices and conditions in the schedule of prices and services in its version as amended. The preconditions necessary for the performance of the deliveries/services according to Section 2 are to be put in place by the Contractual Partner according to Nexi's guidelines. Additional services requested (e.g. changes or adjustments to technical requirements) are to be invoiced separately.

#### 1.2. Scope of service

Nexi shall transmit information for authorisation or blacklist lookups to the operator's computer responsible for the respective card or the card issuer and sends the results back, provided this is included in the scope of service. Nexi shall transmit credit card requests to the credit card company designated by the Contractual Partner.

Amongst other things, response times depend on the line link selected, the transmission speed, the availability of the data transmission network and the response time of the operator's computer and the respective authorisation scheme.

Nexi assumes no responsibility for the accuracy of the data transmitted to Nexi. Other cards are processed according to individual arrangements.

#### 1.3. Blacklist lookup requests

As part of the blacklist process, Nexi shall check whether a blocking notice is present on the inserted card on the blacklist lookup system managed by Nexi or a third party authorised by Nexi. Nexi shall transmit the result of this check to the POS terminal or the checkout software of the Contractual Partner. In the event of a blacklist lookup with a positive outcome, confirmation is provided that the respective card has not been reported as blocked on the blacklist lookup system managed by Nexi or a third party authorised by Nexi. In this process, no credit assessment is involved nor is a payment guarantee/commitment provided, either on the part of the card-issuing credit institution or Nexi. If no details on the inserted card exist on the blacklist lookup system managed by Nexi or a third party authorised by Nexi, then no further message is sent.

#### Electronic offline direct debits

In the processing of electronic offline direct debits, Nexi merely acts as a transmitter of the card data it receives from the Contractual Partner, which Nexi then passes on to the business's credit institutions. Nexi does not conduct a check or provide an online authorisation itself.

#### 1.4. Intermediate storage

In compliance with data protection provisions and in accordance with the requirements of the banking sector, Nexi saves the information collected from the operator's computer/concentrator for the following:

- a) Processing complaints
- b) Generating payment transaction data according to the guidelines of standardised data medium exchange for processing
- c) Payment transactions
- d) Billing charges in accordance with the terms and conditions of the German Banking Industry Committee (parts B and C)

#### 1.5. Saving payment transaction files and cashing-up

Nexi shall save payment transaction files 60 days from the last time the terminal was cashed up. During this period, questions on payment transactions are responded to free of charge. For questions regarding times outside this period, Nexi charges a search fee.

In order to secure payment transaction files, Nexi reserves the right to trigger a cashing-up of the terminal – which is subject to a charge – after the expiry of an appropriate period of time, but no later than two months after the last transaction.

#### 1.6. Provision and transmission of payment transaction files

Nexi creates one or several payment transaction files on a daily basis according to the specifications of the Contractual Partner as per Section 2 and shall transmit these on the following working day via remote data transmission to the bank account for credit items specified in the order by the Contractual Partner. Nexi assumes no liability for the content of the data collected or for errors involving payment transactions executed with this data.

#### 1.7. Terms and Conditions of the German Banking Industry Committee

The Contractual Partner acknowledges the Terms and Conditions for Participation in the girocard Scheme\* of the German Banking Industry Committee as a prerequisite for participating in cashless payment transactions.

*\* The Contractual Partner is referred to in these Terms and Conditions as the "Company".*

### 2. Obligations on the part of the Contractual Partner

2.1 The Contractual Partner shall provide Nexi with all information that is required by it or subscribers for implementing the selected solution for cashless payments. 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

- a) changes in the legal form or business name;
- b) changes of address and/or bank details;
- c) a change in the place of business at which the services underlying the card transactions submitted are provided;
- d) the sale or lease of the enterprise, other change in ownership and/or cessation of business;
- e) 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.

### 2.2 Furthermore, the Contractual Partner shall

- a) operate the equipment given to it according to the instructions supplied with it;
- b) examine the subject matter of the Agreement (e.g. the POS terminal, PIN pad) within eight working days of delivery, paying particular attention to its completeness and functionality for use in the POS process, and to report defects that are identified or are identifiable during this process to Nexi within another eight working days by means of a registered letter; the notice of defects must contain a detailed description of the deficiencies; defects that are not identifiable during the course of the proper inspection described must be reported within eight working days of their discovery; if this inspection and notification obligation is not fulfilled, the subject matter of the Agreement and the delivered software shall be deemed accepted, regardless of the deficiencies in question;
- c) not make any changes or repairs to the equipment during the rental period;
- d) enable the installation of the equipment at the agreed time;
- e) inform Nexi of a change in the equipment's location without undue delay and in writing;
- f) inform Nexi of a change to the postal address and/or dial-up number of the Contractual Partner without undue delay and in writing;

- g) report faults or defects in and damage to the Nexi equipment without delay;
- h) inform Nexi without undue delay of the enforcement of claimed rights of third parties;
- i) in the event of seizure attempts by third parties affecting the property of Nexi in the form of the equipment provided by it, point out the actual ownership situation to those third parties and any entity authorised to execute the seizure;
- j) provide the necessary cable connections and connector boxes according to Nexi's specifications at the desired terminal locations for the installation by Nexi and to inform Nexi without undue delay of this availability;
- k) inform Nexi without undue delay of readiness for operation following installation by the Contractual Partner or a third party;
- l) cash up generally on a daily basis, but at least once per week and at the end of each month;
- m) inform Nexi without undue delay and in writing of changes to its bank account details for credit items and direct debits;
- n) monitor the entry of transactions processed through the terminals and inform Nexi without undue delay of any objections once they become known; objections may only be enforced within three months of the facts on which the objection is based first being discovered;
- o) once the contractual relationship has ended, return the equipment and accessories provided to it, including GSM/GPRS cards, to Nexi immediately at its own expense and risk, or have these dismantled and collected by Nexi subject to a fee;
- p) ensure that the terminal is used for purposes other than payment (e.g. making configurations or performing repairs to the terminal and the accessory parts) only by Nexi or third parties authorised by Nexi;
- q) conclude an appropriate agreement with its bank for the handling of payment transaction files (DTA files) prior to performing the first transaction with Nexi.

### 3. Commencement and duration of the Agreement

#### 3.1 Concluding the Agreement

This Agreement is concluded upon the countersignature or written confirmation of Nexi. Provided no separate term commencement date has been provided for in this Agreement, the term begins upon the delivery of the terminal at the address specified by the Contractual Partner.

#### 3.2 Term and termination of the Agreement

3.2.1 The term of the Agreement shall correspond to the term agreed in the service agreement. If no term has been expressly agreed in the service agreement, the term is 60 months.

3.2.2 The Agreement shall be renewed beyond the agreed term by a further 12 months each time it is

not terminated at least six months prior to the intended expiry date. Notice of termination must be given in writing.

3.2.3 The right to extraordinary termination and termination without notice on serious grounds is reserved. Good cause for termination without notice by Nexi shall exist in particular if

- a) despite Nexi's request, the Contractual Partner fails to comply with its duty to provide information pursuant to Part A, Section 2.1 within the reasonable period of time set by Nexi,
- b) 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,
- c) 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,

3.2.4 If the Contractual Partner no longer fulfils its obligations under this Agreement, Nexi may rescind the Agreement and/or demand compensation for non-fulfilment. This commonly occurs if, for example, the Contractual Partner is in default with its payment obligations, terminates the Agreement prior to the expiry of the agreed term, returns the terminal prematurely or if, after concluding the Agreement, its financial circumstances deteriorate to the extent that composition or insolvency proceedings are initiated. In such a case, Nexi is entitled to invoice the Contractual Partner liquidated damages based on the following costs for each terminal provided:

- a) In the first year of the Agreement: 650.00 euros
- b) Second to fourth year of the Agreement: 450.00 euros
- c) From the fifth year of the Agreement: 300.00 euros

If, for any reason, a terminal is replaced during the course of the contractual relationship, this terminal is considered to be in its first year of the Agreement following delivery to the Contractual Partner for the purpose of calculating the flat compensation fee. A claim to liquidated damages shall not exist if the Contractual Partner argues and proves that a claim for this amount is not justified. 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.

3.2.5 In all other cases, in the event that a terminal is exchanged for any reason during an existing contractual relationship, this terminal shall be treated, for the purpose of determining the term of

the Agreement, as though the time of lease is the beginning of the term of the Agreement, unless the exchange is carried out as part of maintenance services.

3.2.6 The Contractual Partner and Nexi are also entitled to an extraordinary termination of the Agreement without notice if the requirements of the Banking Industry change or other requirements and/or provisions of public law lead to compulsory changes to the payment scheme during the course of a terminal's period of operation (subject matter of the Agreement, paragraph 4) and a solution for the maintaining of the payment scheme is not possible or is not offered.

3.2.7 In the event of the German Banking Industry Committee terminating the existing agreement regarding access to its girocard Scheme, Nexi has the right to an extraordinary termination of the Agreement with respect to the Contractual Partner affected in this regard.

3.2.8 In the cases outlined in Sections 3.2.6 and 3.2.7 above, the compensation provision set out in Section 3.2.4 shall not apply.

## 4. Fees and payment conditions

### 4.1 Fees

Transaction-related fees within the meaning of this provision comprise card-based payment transactions concluded as well as administrative transactions that require the establishment of a connection to the network provider for the purpose of data transmission (card-based payment transactions include purchases, cancellations, credits, declined transactions, etc.; administrative transactions include reconciliation, network diagnosis, etc.).

Fees that are to be paid to Nexi by the Contractual Partner for deliveries/services from Nexi are to be based on the prices valid at the time of the conclusion of the Agreement, which are set out in Nexi's service agreement and the Schedule of Prices and Services, and they are to be based on the conditions for participation in the girocard Scheme of the German Banking Industry Committee. The fees shall be understood as exclusive of VAT at the applicable statutory rate. The fees shall be charged to the Contractual Partner based on the direct debit mandate to be granted by the Contractual Partner.

Nexi shall provide the Contractual Partner with an invoice for the fees to be paid. The Contractual Partner must check these invoices without undue delay after receipt for accuracy and completeness. Objections relating to the inaccuracy or incompleteness of transaction records or statements must be raised by the Contractual Partner within four weeks of receipt.

### 4.2 Commencement of payment obligations

The Contractual Partner's payment obligations shall begin with the operational readiness of the delivered systems or the provision of agreed services. If terminals are installed and put into operation by the Contractual Partner or a third party, the payment obligation shall begin upon the initialisation of the terminal (i.e. the first call to the Nexi data processing centre), but no later than ten calendar days after documented delivery. Operational readiness exists if at least one card can be processed. The purchase price for items of purchase is payable immediately after supply of the items of purchase.

### 4.3 Set-off

The Contractual Partner may only set off claims from Nexi with claims which are undisputed or established as *res judicata*. Nexi is also entitled to set off its claims for payment with receivables of the Contractual Partner from the acceptance of credit cards.

### 5. Retention of title

With regard to the purchase of equipment or other items, these remain the property of Nexi until all claims, and in particular any balance claims, that are owed to Nexi as part of the commercial relationship have been paid.

### 6. Warranty and liability

#### 6.1 Warranty for equipment

For equipment supplied by Nexi as part of a purchase based on an order, Nexi shall provide a warranty against defects according to statutory provisions. Furthermore, Nexi shall ensure the functionality of this equipment at the site of operation according to agreed full or depot maintenance (see Section 7.2). This shall not apply to damage to equipment that is the result of one of the circumstances covered in Section 6.3. Nexi is not responsible for combining the equipment with other devices and programs as part of the installation and establishment of operational readiness, unless the Parties agree in writing to such a provision in individual cases. The Contractual Partner shall inspect the delivered items without undue delay for any possible damage during transport or other defects, collect corresponding proof of this and submit any claims for compensation to Nexi by providing this documentation.

In the event of installation being performed by Nexi, risk is transferred to the Contractual Partner once this is completed.

### 6.2 Liability on the part of Nexi

- 6.2.1 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 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.
- 6.2.2 In the case of POS terminals being made available on a rental basis, Nexi's strict liability for defects existing at the time of the Agreement being entered into shall be excluded. In this regard, section 536a (1) sentence 1 alt.1 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall not apply.
- 6.2.3 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" shall be defined pursuant to Part A, Section 4.1 of these Terms and Conditions.
- 6.2.4 In derogation to the provision of Section 6.2.3, 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.
- 6.2.5 In derogation to the provision of Section 6.2.3 above, 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.
- 6.2.6 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.
- 6.2.7 Liability on the part of Nexi for loss of profit is excluded in the case of simple negligence.
- 6.2.8 Independent of Sections 6.2.1 – 6.2.7 above, Nexi shall not be liable for
  - a) Damage due to inappropriate or improper use, or other use not provided for in the Agreement; incorrect operation; incorrect or careless handling; chemical, electrochemical or electronic influences; or changes or repair work performed by the



- b) Contractual Partner or a third party without the prior consent of Nexi
- c) Exceedance of deadlines, unless these were acknowledged by Nexi as binding
- d) Loss of interest incurred to the Contractual Partner due to late value dates
- e) Network bottlenecks, outages and malfunctions that are caused by Deutsche Telekom or another network provider and their private branch exchanges
- f) Outages or obstructions that are caused by authorisation schemes
- f) The replacement of data, unless Nexi has caused its destruction intentionally or as a result of its gross negligence and the subscriber has ensured that these data can be reconstructed from other data sources (e.g. from keeping slips or documentation or from back-ups) with reasonable effort

### 6.3 Liability on the part of the Contractual Partner

The Contractual Partner is liable to Nexi for the following:

- a) Damage to property, financial loss and personal injury caused intentionally or negligently by it or persons it has authorised to fulfil its contractual obligations.
- b) Damage caused by improper or negligent/inappropriate handling, especially due to connecting third-party products without the consent of Nexi or the impact of third-party devices such as electronic retail security systems, as well as the results of this; also with regard to complaints by cardholders and operators of authorisation schemes.
- c) Damage to equipment provided to it including the loss or any other kind of destruction of equipment provided; and for the consequences resulting from this in each case, for which the Contractual Partner shall obtain appropriate insurance.
- d) Failing to return the equipment provided following the end of the Agreement or when equipment is replaced. In such a case, Nexi is entitled to invoice the Contractual Partner liquidated damages amounting to 650.00 euros plus VAT if the Contractual Partner fails to return the equipment provided despite requests made by Nexi and the setting of an appropriate deadline. Such a claim for the payment of compensation shall not exist if the Contractual Partner argues and proves that a claim for this amount is not justified. 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.

## 7. Installation, maintenance and service

### 7.1 Installation

If the Contractual Partner has chosen to have the installation on site in the order, Nexi shall install the

configured terminals at the Contractual Partner's location. The installation includes discussing the installation requirements with the Contractual Partner, the installation of the terminal (with PIN pads if required) and connecting the communication technology to functional power and data connections.

The Contractual Partner shall make the place where the terminals are to be installed freely accessible prior to the installation. Furthermore, the Contractual Partner shall provide functional and freely accessible power and data connections. Disproportionately long installation times or maintenance periods that are the result of the Contractual Partner not fulfilling, or not properly fulfilling, its obligations as prescribed in sentences 1 and 2 above shall be invoiced to the Contractual Partner separately.

### 7.2 Depot maintenance and full maintenance (on-site maintenance)

7.2.1 Upon the request of the Contractual Partner, Nexi can offer the Contractual Partner depot or full maintenance for maintaining or restoring operational readiness and other equipment associated with this according to the scope of functionality ordered. When concluding a rental agreement, depot maintenance is included in the flat rental fee. Servicing only covers the removal of faults upon the request of the subscriber or Contractual Partner.

7.2.2 Irrespective of the form of maintenance chosen (depot or full maintenance), and following the agreement of a date in advance, the Contractual Partner shall enable access to the terminal via remote maintenance software or on site for preventive maintenance work to ensure the agreed scope of functionality of the terminals. When reporting a fault, the Contractual Partner shall state all recognisable details and follow the subsequent instructions of the technician, to the extent reasonable, for problem analysis and fault determination, in order to guarantee effective troubleshooting. For the performance of service work on site, the Contractual Partner shall accept appropriately trained and certified service partners from Nexi. At the request of the Contractual Partner, employees of these service partners are to have sales partner identification or equivalent documentation.

7.2.3 The elimination of operational disruptions that are attributable to the fault of the Contractual Partner, its employees, its agents or any other third parties; that are caused by force majeure, especially those caused by water and fire damage; or that are due to changes to POS processes (e.g. as a result of new specifications from the German Banking Industry Committee), are not covered by the depot or full maintenance. If,

during the course of providing maintenance services, it turns out that the operational disruption is due to one of the reasons mentioned above, Nexi is entitled, but not obligated, to remove the operational disruption. The Contractual Partner shall bear the costs for the repair in this case.

### 7.3 Right of access for the removal of equipment

Once the Agreement has ended, access to the terminals, including other equipment provided by Nexi, shall be granted if required for their removal by Nexi or third parties authorised by Nexi.

### 7.4 Ability to dial the terminal

A requirement of the service is that the Contractual Partner ensures that the terminal can be dialled directly from outside.

### 7.5 Depot maintenance

With depot maintenance, the Contractual Partner has a joint obligation in performing terminal diagnostics and fault localisation. It shall remove defective devices and to send these to a depot location specified by Nexi at its own expense. Unless otherwise agreed, Nexi shall perform the repair, or provides an equivalent replacement for the defective equipment, and sends this back to the Contractual Partner at the Contractual Partner's expense in a condition that is ready for operation. The Contractual Partner shall perform the installation and the proper commissioning of the equipment.

### 7.6 Replacing defective equipment

Nexi shall arrange for the replacement of equipment – provided this is necessary – within two bank working days of the proper reporting of the fault during the course of normal working hours.

### 8. Confidentiality and data protection

The Parties mutually undertake to treat as confidential all information that the other contract party has expressly indicated as confidential, or which is recognisable as confidential based on its content, and to not make this information accessible to third parties. This obligation shall apply in particular to operational and commercial secrets of a contract party that become known during the performance of the contract. Nexi shall ensure that the companies employed by it for the processing of data observe the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

### 9. Place of jurisdiction, applicable law

Frankfurt am Main is the exclusive place of jurisdiction. The law of the Federal Republic of Germany shall apply between the two Parties. The

terms of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

### 10. Other provisions

The General Terms and Conditions specified here can be supplemented by separate General Terms and Conditions for special areas of business based on the deliveries/services owed in accordance with the order.

Nexi may change or amend these 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 six weeks 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 six-week 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 extraordinary notice of termination on two months' notice in writing. This right of termination shall expire within three months of receipt of the Contractual Partner's objection.

Changes or amendments to these General Terms and Conditions require text form. This also shall apply to a waiver of the requirement for text form itself.

The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision most closely approximating the commercial purpose of said invalid provision.

### B Terms and Conditions for Merchants

Terms and Conditions for Participation in the girocard Scheme of the German Banking Industry Committee

#### 1. Participation in the girocard Scheme of the German Banking Industry Committee

The company is entitled to participate in the girocard Scheme of the German Banking Industry Committee subject to these Terms and Conditions. The girocard Scheme enables cashless payments to be made at automated cash registers – girocard terminals. The company's Contractual Partner in relation to the authorisation of each individual payment transaction is the respective card-issuing payment service provider (see no. 5). The entirety of payment service providers participating in the girocard Scheme is hereinafter referred to as the Banking Industry.

#### 2. Card acceptance

The debit cards issued by payment service providers and bearing a girocard logo, as detailed in chapter 2.3 of the Technical Appendix, must be accepted at the company's girocard terminals. Payment service providers may issue this debit card as a physical card or as a digital card for storage on a telecommunications, digital or IT device (mobile device). The activation of the contactless function and the associated acceptance of digital cards is optional. The company remains free to grant discounts. The company shall advise cardholders of the non-acceptance of debit cards by payment service providers in the absence of a fee agreement by means of stickers, electronically or by any other suitable means.

If the Banking Industry has entered into relevant co-operation agreements with operators of or participants in guaranteed and PIN-based debit card systems (Co-operation Partners) where those operators or participants are based in other countries, the company is also required to accept the debit cards issued by a payment service provider within the system of a co-operation partner for cashless payments at girocard terminals under the terms and conditions that apply to the girocard Scheme. The network provider shall notify the company of co-operation partners' debit cards that are to be accepted within the scope of the girocard Scheme and include these in the technical clearing and settlement process within the parameters of the girocard Scheme. This shall not affect the acceptance of cards from other schemes at girocard terminals, provided that this does not impair the proper processing of the cards to be accepted under the girocard Scheme.

The company has the opportunity to install automatic mechanisms in its girocard terminals for the cards accepted by the company to default to a particular payment brand or payment application. In this case, it may not prevent the cardholder from overriding this preselection.

#### 3. Company's connection to the network of a network operator

Unless the company itself fulfils the function of a network provider, the company's participation in the girocard Scheme requires a connection to an operator network based on a separate agreement between the company and a network provider. It is the function of the operator network to connect the girocard terminals with the authorisation schemes of the Banking Industry that is in charge of the approval of the girocard transactions. The network provider is responsible for the installation of the girocard terminals, their connection to the operator's computer and for providing technical support, including the insertion of cryptographic keys. If the process for the online personalisation of terminal hardware security modules (the OPT procedure) is used here, the network operator is responsible for the transmission of cryptographic keys as part of those processes. The network operator shall ensure that the network fulfils the security requirements prescribed by the Banking Industry.

#### 4. Changing the cryptographic keys required for terminal operation

To safeguard the security of the girocard Scheme the cryptographic keys must be exchanged at regular intervals or as necessary. The cryptographic keys required for operating the terminal are created by the Banking Industry.

The company shall accept these cryptographic keys as provided by the Banking Industry. This shall take place via the network operator. If the OPT procedure is used for insertion, the company shall conclude an appropriate agreement for this purpose with a payment service provider chosen by it (as terminal payment service provider) or with a network operator authorised by it.

#### 5. Transaction authorisation from the card-issuing payment service provider

By positively authorising a transaction, the card-issuing payment service provider connected to the girocard Scheme commits to settle the amount approved at the girocard terminal (girocard transaction). If the company, at its girocard terminal, accepts the debit card issued by a credit institution within the system of a co-operation partner, the card-issuing payment service provider within the co-operation partner's system commits



to settle the amount approved at the girocard terminal (girocard transaction). Settlement of the girocard transaction is subject to the girocard terminal being approved in relation to the network provider, being operated in accordance with the process agreed with the network provider and the stipulations detailed in nos. 2 and 7 being complied with by the company. If the card-issuing payment service provider is connected to the girocard Scheme, a further requirement is that the girocard transaction is submitted to a service provider of the company (collection payment service provider) within 8 days. Submission of the girocard transaction by the company to its payment service provider does not form part of the authorisation of the transaction by the card-issuing payment service provider in relation to the company. If the girocard transaction is cancelled, the payment obligation of the card-issuing payment service provider is void.

The connected company undertakes, on request to be communicated via the network provider, to provide the Banking Industry with more detailed documentation relating to the cancelled girocard transaction (e.g. copy of the card slip, merchant journal) without delay, but no later than within 10 days of receiving the request.

### 6. Fees

The company or its agent is required to pay the card-issuing payment service provider the mutually agreed fee for operation of the girocard Scheme and authorisation of girocard transactions within the Banking Industry's authorisation schemes or a Co-operation Partner's authorisation scheme. When agreeing individual fees, both Parties must comply with the technical requirements of the girocard Scheme. No fee is levied for cancelled transactions.

The company is obligated to provide the network operator with proof of the existence of its fee agreements with all card-issuing payment service providers and to inform the network operator of the parameters it needs for technical transaction processing (e.g. it may be necessary to provide the basic calculation figure that has been individually agreed). If the company does not have a fee agreement with one or more card-issuing payment service providers, it must use its best efforts to enter into fee agreements with the missing card-issuing payment service providers without undue delay. Until full evidence has been provided, the network operator may take suitable and reasonable precautions involving the company, such as advising cardholders via the company that debit cards from certain card-issuing payment service providers are not accepted in the absence of a fee agreement or the (temporary) disconnection of the terminal until evidence of the missing fee agreement(s) has been provided.

At the company's request and once they have entered into a service agreement, the network operator may carry out the technical processing of fee agreements negotiated directly between a company and card-issuing payment service provider(s). If the company uses an agent for the purpose of accounting for girocard fees, the company shall also obligate said agent to post the girocard fees received to a separate account, i.e. separate from its other assets. Notwithstanding any agreement to the contrary, these fees are held in trust for the card-issuing payment service providers.

The fees owed to the individual card-issuing payment service providers are remitted to the card-issuing payment service providers at intervals via the network operator, insofar as this has been agreed between the company or its authorised agent and the individual card-issuing payment service providers, taking the technical requirements of the network operator into account.

### 7. Operation of terminals according to the guidelines in the Technical Appendix

The company is required to operate the girocard terminals for the debit cards approved under these Terms and Conditions (see no. 2 above) solely in accordance with the "Operating instructions" set out in the attached Technical Appendix. The requirements contained within them form part of these Terms and Conditions. In order to prevent, in particular, the exposure of a PIN when this is entered at a terminal, the security requirements specified in the accompanying Technical Appendix are to be observed when installing the terminals.

The company must refrain from doing anything that might compromise the security or proper functioning of the girocard Scheme. The company is required to notify its network provider of any incidents that might adversely affect the security or proper functioning of the girocard Scheme.

Only terminals approved by the Banking Industry may be used for participation in the girocard Scheme. Necessary adjustments to terminals are to be carried out on time according to the Banking Industry guidelines so that applicable authorisation requirements are adhered to. Terminals that have not been modified accordingly must not be used within the girocard network once the stipulated deadline has expired.

### 8. Cardholder authentication during the payment process

For payments at girocard terminals, a strong authentication of the cardholder is regularly required. In addition to using the debit card, this can be done either by entering the personal identification number (PIN) or by using another authentication element agreed between the

cardholder and the card-issuing payment service provider. The entry of the personal identification number (PIN) or the use of the other agreed authentication elements may only be made by the cardholder. In order to process contactless payments (if supported by the girocard terminal), the card-issuing payment service provider may dispense with the PIN being entered for individual transactions of up to € 50 or with using the other authentication element agreed between the cardholder and the card-issuing payment service provider.

### 9. Granting access

The company shall ensure that the Banking Industry's representatives have access to the girocard terminals on request and for the purpose of inspection.

### 10. Collection of girocard payments

The collection of girocard payments is subject to separate agreements between the company and the selected payment service provider and is not covered by these Terms and Conditions. The network provider has agreed to support the company in its processing of payment transactions by generating direct debit files from the company's girocard transactions or sales and, among other things

- providing these either to the company for submission to its account-keeping payment service provider or to a paying agent appointed by it,
- submitting these itself to the account-keeping payment service provider of the company on its behalf,
- or by handing these over for its account-keeping payment service provider to collect following the assignment of receivables by the company.

### 11. Retention periods

Irrespective of any statutory retention periods, the company is required to keep the merchant journals of girocard terminals for at least 15 months and make these available, on request, to the collection payment service provider instrumental in collecting the girocard payment. Objections and other complaints by cardholders – as per no. 2 sentence 1 – that concern the contractual relationship with the company shall be raised directly with the company.

### 12. Acceptance marks

The company must clearly indicate the girocard Scheme by using a symbol provided in accordance with section 2.3 of the Technical Appendix. In so doing, the company may not advertise a payment

service provider or a group of payment service providers.

### 13. Special requirements for the provision of cashback by company

Where a company offers the option of cash-outs as part of the girocard process, the following additional provisions shall apply:

- Cash-outs are only permissible in connection with a girocard transaction to pay for the company's goods and/or services. The amount of the girocard transaction should be no less than € 20.
- Cash-outs may be made solely on the basis of a compulsory authorisation of the requested amount by the card-issuing payment service provider.
- The company is bound by the payment service provider's decision to provide authorisation, subject to there being sufficient cash reserves in the till.
- The cash-out may not exceed a maximum amount of € 200.00.
- The company is not to treat cardholders of different card-issuing payment service providers differently based on charges for cash-outs. In this regard, however, the company may give due regard to the amount of cash on hand in the till.

### 14. Amendment to Terms and Conditions

The company shall be notified of any changes to these conditions. If an electronic communication path is agreed with the company, such changes may also be transmitted in this way, provided the form of transmission permits the company to save and print out the changes in legible format. Changes shall be deemed approved unless the company raises an objection to them with its account-keeping payment service provider either in writing or via the agreed electronic communications path. The company shall be alerted to this fact in particular when it is notified of changes. The company must send any objections to its account-keeping payment service provider within six weeks of notification of changes.

### 15. Choice of law, place of jurisdiction and language

These Terms and Conditions and their annexes are governed by the laws of the Federal Republic of Germany. These Terms and Conditions and their annexes are governed by the laws of the Federal Republic of Germany. A payment service provider and the company may also have proceedings brought against them in the jurisdiction where their place of business is located. In the case of translations, the version in the German language is binding in each case.

### C Technical Appendix to the Terms and Conditions for Participation in the girocard Scheme of the German Banking Industry (Merchant Terms and Conditions)

#### 1. Authorised cards

Cards issued by German banks and savings banks and displaying a girocard logo as set out in section 2.3 may be used on terminals for the girocard Scheme of the German Banking Industry.

#### 2. Operating instructions

##### 2.1 Security requirements (privacy shield)

As a general rule, system security is ensured by the network operator.

However, the Merchant must also contribute by taking appropriate measures to provide a privacy shield, i.e. to ensure the customer can enter his or her PIN in private. This notably includes the following:

- The location of the customer keypad should be chosen and designed in such a way that the privacy shield, in combination with the customer's body, enables the best-possible shielding of PIN entry.
- Handheld devices should be placed in the customer's hand.
- Table devices should be movable so that the customer can adjust them to a suitable position.
- Video cameras and mirrors should be positioned in such a way that PIN entry cannot be observed using them.
- A separation zone should be set up around the input device.

##### 2.2 General requirements for terminals

The network operator shall connect to its network only terminals that satisfy the requirements of the Banking Industry (cf. no. 3 of the Merchant Terms and Conditions). These are limited to

- the smooth processing of the transaction whilst maintaining a few basic functions,
- organising a customer interface (with a display, customer records, PIN entry keypad, etc.) to ensure a uniform appearance of the system,
- system security in particular, which ensures the secure transmission of purchase data and personal identification numbers (PIN) by employing appropriate software and hardware.

#### 2.3 girocard logos

A girocard logo shall be used as an acceptance mark at the checkout.



### D Special Terms and Conditions for SmartPay

#### 1. Inclusion and order of priority

The Contractual Partner has decided for the product SmartPay of Nexi. The provisions of the Terms and Conditions of Nexi for POS Service also apply for the product SmartPay unless they are contrary to the provisions in these Special Terms and Conditions for SmartPay.

To the extent the Contractual Partner decides for accepting additional payment cards or such acceptance is provided for as part of the design of a product package, Nexi's Terms and Conditions for Acceptance and Settlement of Credit and Debit cards (Germany) shall additionally apply.

#### 2. Conclusion of agreement

By accepting/signing the electronic or paper 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 the services for POS service (rent/depot maintenance/network operation service provider)

- The product SmartPay covers the provision of the card payment terminals on either a rental or a purchase basis.
- In the event of provision of the card payment terminals on a rental basis, Nexi shall provide the maintenance services within the scope of the product SmartPay exclusively in the form of depot maintenance. Full maintenance is thus not provided for in the context of the product SmartPay.
- In the event of purchase of the card payment terminals, the warranty obligations of Nexi shall be limited to twelve (12) months. Maintenance services shall be provided as part of the purchase in the form of hotline services (section A, 7.3) and within the warranty also in the form of depot maintenance (section A, 7.6) for as long as the acquiring agreement exists.
- It is not planned to include a network operation service provider other than Nexi for the product SmartPay.

#### 4. Fees

The fees to be paid by the Contractual Partner to Nexi for the deliveries/services (purchase price or terminal rent and transaction-related fees) of Nexi

result from the content of the electronic Contract Form and the Schedule of Prices and Services of Nexi.

The Contractual Partner's payment obligation for the provision of the terminal on a rental basis begins upon operational readiness of the terminal delivered. If terminals are installed and put into operation by the Contractual Partner or a third party, the payment obligation starts with the initialisation of the terminal (i.e. the first dial-in to the Nexi data processing centre), but not later than seven calendar days from delivery of the terminal by Nexi. The purchase price for terminals is payable seven calendar days from delivery of the terminal.

With regard to the purchase of items, these remain the property of Nexi until all claims, and in particular any balance claims, that are owed to Nexi as part of the commercial relationship have been paid.

A transaction triggering a transaction-related fee within the meaning of these Terms and Conditions is established by a card payment transaction (card payment transactions = "purchases", cancellations, credits, etc.). These also include transactions that were not approved or were refused.

The fee to be paid by the Contractual Partner to the German Banking Industry/the card issuers for the authorisation service is exempt of VAT; for the services of Nexi VAT shall be paid additionally. Nexi shall include the transaction-specific fee for the authorisation service in favour of the German Banking Industry / card issuers and pay it to the latter on a 1:1 basis.

#### 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 extraordinary termination of the acceptance agreement.

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 turnovers 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, it shall take priority over the payment interval set out hereunder.

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

In the context of the product SmartPay, the purpose of the Nexi Portal in particular shall transmit to the Contractual Partner notifications on 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 fee 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 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 provided in the Nexi Portal.

Moreover, the Contractual Partner shall notify faults, defects and damages of the Nexi equipment via the Nexi Portal without undue delay.

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

The Contractual Partner shall check the turnover statements and settlement statements for correctness and completeness without undue delay after they have been provided. Any objections due to incorrectness or incompleteness of the turnover statements and settlement statements issued shall be raised by the Contractual Partner via the Nexi Portal within four weeks after they have been received. For observance of the time limit, it shall suffice for the objection to be provided in the Nexi Portal. If the Contractual Partner does not raise objections in good time, this shall be deemed approval.

### 9. Self-installation of card payment terminal by Contractual Partner / return after end of Agreement

The Contractual Partner shall itself promptly install the terminals provided to it. To the extent it unexpectedly encounters any problems in this regard, it has the possibility to contact Nexi via a

ticket system in the Nexi Portal and to request assistance by telephone.

After the end of the Agreement, the Contractual Partner shall remove a terminal provided on a rental basis immediately and send it to a depot location specified by Nexi. If Nexi decides to remove terminals provided on a rental basis itself, the Contractual Partner shall grant Nexi or third parties authorised by Nexi access to the terminals, including the other equipment provided by Nexi, for removal.

### 10. Possibility of access during maintenance or warranty measures

Should it be considered necessary by Nexi in the context of a maintenance or warranty measure, the Contractual Partner shall enable access to the terminal via remote maintenance software after agreement of a date in advance.

### 11. Loss of card payment terminal / special termination right / liquidated damages

In the event of the destruction or loss or not insignificant damage to a card payment terminal provided on a rental basis, the Agreement may be terminated by Nexi on two months' notice. However, such termination right may be exercised by Nexi only within a period of three months from knowledge of the event. In this case the Contractual Partner shall pay to Nexi, up to the termination date, a compensation payment equal to 12 monthly rents.

In the event of loss of the terminal, the Contractual Partner shall inform Nexi without undue delay to prevent any misuse of the payment card terminal. Such claim to liquidated damages shall not exist if the Contractual Partner argues and proves that a loss in this 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.

If Nexi does not declare said termination, the Contractual Partner shall continue to pay all outstanding fees agreed and to effect proper repair or procure replacement of the terminal provided on a rental basis at its own expense.

### 12. Term/ordinary termination

The provisions of this Section 12 apply unless otherwise provided for in the Contract Form.

The following provisions apply to the case that the Contractual Partner rents from Nexi the payment card terminal. In the Contract Form, the Contractual Partner shall choose the minimum contractual term desired by it.

An agreement subject to a minimum contractual term of 30 days may be terminated for the first



time on two weeks' notice for the end of the minimum contractual term. If it is not terminated for the end of its minimum contractual 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 contractual term may be terminated for the first time on three months' notice for the end of the minimum contractual term. If it is not terminated for the end of its minimum contractual term, the term shall be renewed automatically for an indefinite period. It may then be terminated on three months' notice.

If the payment card terminal is purchased, the agreement shall run for an indefinite term and may be terminated on three months' notice.

### 13. No partial termination of services of product SmartPay

A termination of (partial) services of the product SmartPay shall always establish both the termination of the services on the rent of the terminal, the network operation services and the services for acceptance of the girocard and in the termination of the services on acceptance of the Cards (Mastercard, Maestro, Visa, Visa Electron and V PAY Cards). The principle with regard to only a uniform, single termination option shall apply regardless of whether the respective termination is an ordinary or an extraordinary termination.

### 14. Priority of provisions in the Contract Form

Provisions in the Contract Form shall take priority over the provisions in these Terms and Conditions of Nexi for POS Service.

### E Special Terms and Conditions for Nexi KontoPlus Klassik

#### 1. Basic principles

The following provisions apply to the Special Terms and Conditions for Nexi KontoPlusKlassik if the Contractual Partner wishes to use this service of Nexi.

#### 2. Subject matter of the Agreement

2.1 Nexi shall aggregate the Contractual Partner's submitted girocard card transactions for which the cardholder must enter his or her PIN for verification. In this regard the payment amounts of the aggregated card transactions are credited daily to a separate account of Nexi, or of a third party authorised by Nexi, with a German credit institution (hereinafter referred to as "Bank") as a credit item, which account may also be an escrow account.

2.2 A requirement for the daily crediting according to Section 2.1 is that the respective terminals are also cashed up by the Contractual Partner on a daily basis. If the Contractual Partner has multiple terminals under one merchant ID, the credit item for the payment amounts from all the terminals are aggregated into a single total amount.

2.3 Nexi shall irrevocably instruct the Bank to transfer all the credit items for the Contractual Partner that entered the account into the Contractual Partner's account. The Bank shall then transfer the credit items for the Contractual Partner that entered the account into the Contractual Partner's account. This transfer generally shall take place within two bank working days of cashing-up being performed.

#### 3. Term and termination

3.1 The term of the Special Conditions for Nexi KontoPlus Klassik is based on the duration of the respective POS service agreement between Nexi and the Contractual Partner.

3.2 The right to extraordinary termination and termination without notice of the Nexi KontoPlus Klassik service shall not be affected thereby. An important reason for termination without notice exists in particular if

- a) Nexi and the Bank end the Nexi KontoPlus Klassik agreement that exists between them
- b) Serious adverse circumstances come to light regarding the Contractual Partner or its owners that would make Nexi's continued involvement in the contract unacceptable; such a circumstance would exist, in particular, if a considerable deterioration of its financial situation occurred or threatened to

occur (e.g. the submission of an application to open insolvency or composition proceedings or a subsequent downgrading by a credit agency) or its financial situation appeared insecure.

Notice of termination must be given in writing.

#### 4. Collecting and forwarding information

4.1 The Contractual Partner authorises Nexi to collect bank information of a general nature and releases the account-keeping institution from its banking secrecy obligations in this regard. Furthermore, the Contractual Partner authorises Nexi to collect commercial information and/or information from the General Credit Protection Agency (SCHUFA) through the account-keeping institution.

4.2 In addition to statutory information, Nexi is entitled to transmit to the Bank all documentation and information concerning the Contractual Partner that is required for opening and managing an escrow account.

#### 5. Liability

5.1 The liability provisions of the General Terms and Conditions for POS Service of Nexi shall apply unless otherwise provided for in these Special Terms and Conditions.

5.2 Nexi is not liable for damage that arises as a result of delays to the transmission of credit items to the Contractual Partner's account.

5.3 The Contractual Partner is liable for any returned debit notes from cardholders and their associated fees. These shall appear directly in the Contractual Partner's account.

#### 6. Miscellaneous

Already existing provisions set out in the General Terms and Conditions of Nexi for POS Service shall not be affected and have not been repeated in these Special Terms and Conditions for the KontoPlus Klassik option. They shall apply mutatis mutandis provided they are consistent with these Special Terms and Conditions.

**F Special Terms and Conditions for “Softpay”**

**1. Inclusion of terms and conditions of contract, order of priority and background**

The Contractual Partner has decided for the product Softpay (as defined below) of Nexi. These Special Terms and Conditions for “Softpay”, together with the Terms and Conditions of Nexi for POS Service, provide for the delivery of Nexi and the acquisition of rights of use in the Softpay product (as defined hereinafter under Part F. Section 3) by the Contractual Partner. The provisions of the Terms and Conditions of Nexi for POS Service also apply for the product Softpay unless they are contrary to the provisions in these Special Terms and Conditions for Softpay. Softpay shall initially be distributed only within the scope of the product SmartPay (see Part D Special Terms and Conditions for SmartPay). The provisions for the product SmartPay shall take priority over the Terms and Conditions of Nexi for POS Service and over the Special Terms and Conditions for Softpay.

Initially, Softpay shall not be capable of receiving girocard payment transactions and routing them to the network operator. Once the development of the product is sufficiently advanced so that Softpay is also capable of receiving and processing girocard payment transactions, Nexi shall additionally offer this service to the Contractual Partner. By submitting the first girocard payment transactions, the Contractual Partner agrees to the applicable contractual provisions of Nexi for the services relating to the processing of girocard payment transactions. Furthermore, the Contractual Partner in this way agrees to the Terms and Conditions for Merchants of the German Banking Industry Committee pursuant to Part B of these Terms and Conditions of Nexi for POS Service as well as to the Technical Appendix to the Terms and Conditions for Participation in the girocard Scheme of the German Banking Industry (Merchant Terms and Conditions) pursuant to Part C of these Terms and Conditions of Nexi for POS Service.

To the extent the Contractual Partner has decided for accepting payment cards or such acceptance is provided for as part of a product package, the Terms and Conditions of Nexi for Acceptance and Settlement of Credit and Debit cards shall additionally apply.

**2 Interpretation**

**2.1 The terms used in these Special Terms and Conditions for “Softpay” shall have the same meaning as the terms defined in the Terms and Conditions of Nexi for POS Service and for the product SmartPay, unless otherwise expressly provided for in the Special Terms and Conditions for “Softpay”.**

2.2 These Special Terms and Conditions for “Softpay” form an integral part of the service agreement and shall amend the same, including the Terms and Conditions of Nexi for POS Service, only with regard to the content provided for in the Special Terms and Conditions for “Softpay”.

**3 Softpay**

**3.1 General**

3.1.1 The Softpay product consists of a mobile payment application and a backend system that enables the use of a standard COTS (commercial off-the-shelf) device (as defined under Part F. Section 3.4 below) as a contactless payment terminal (“Softpay”). Nexi and the holder of the Softpay rights have entered into a distribution agreement under which Nexi may offer the Softpay product to its customers.

3.1.2 Within the scope of Softpay, Nexi performs the exchange and the communication of transaction data between the COTS devices and Nexi as acquirer, where applicable with the help of further service providers (the “PSP Services”). The provision of the PSP Services by Nexi is stipulated in Part F Section 3.5.

3.1.3 The Softpay product and the PSP Services do not cover any acquiring services nor any POS services/software. Acquiring services are stipulated separately where applicable.

3.2 Nexi shall be entitled to use subcontractors for the delivery of Softpay to the Contractual Partner.

**3.3 The Softpay application**

3.3.1 The Contractual Partner shall be entitled to download the Softpay application from the Google Play Store to a supported COTS device.

3.3.2 At the Contractual Partner’s request, Nexi shall provide the Contractual Partner with the access data for the activation of Softpay on a COTS device defined according to Section 3.4 below provided that the application has been downloaded from the Google Play Store and installed.

3.3.3 Nexi is not itself the operator of the Google Play Store and not affiliated with the operator under corporate law or otherwise authorised by or contractually related to the same in any way and is therefore in no way responsible for its services either.

3.3.4 Nexi grants the Contractual Partner a limited, non-exclusive right to use Softpay in accordance with the provisions and duration of this Agreement. The Contractual Partner shall follow written instructions of Nexi regarding the clarification of rights of use in Softpay.

3.3.5 No ownership, title or similar in Softpay shall be transferred to the Contractual Partner and Nexi or the licensor of Nexi reserves all rights in Softpay.

3.3.6 The Contractual Partner shall not be entitled to transfer or sublicense, either in whole or in part, the licence in the Softpay product or other services or other work products.

3.3.7 The Contractual Partner may not modify, change or copy Softpay.

3.3.8 The Contractual Partner may use Softpay only for its points of sale in the countries agreed with Nexi.

### 3.4 Devices

3.4.1 Softpay works only on a commercially available mobile device (e.g. smart phone or tablet) that is designed for the mass market and uses an Android operating system (the "COTS Device"). The specific model used as a supported COTS device must be approved by Nexi before the Softpay application is activated on the COTS Device.

3.4.2 The Contractual Partner must acquire the required COTS Devices itself and bear all the costs associated therewith. Nexi shall not be responsible for the functionalities or the operability of the COTS Devices.

3.4.3 A COTS Device must have an imbedded NFC antenna on which the supported version of the Android operating system runs and which fulfils the EMV tap-to-phone or PCI CPOC requirements. Unless otherwise prescribed by the applicable EMV tap-to-phone or PCI CPOC requirements, a COTS Device must run with a version of the Android operating system that is no older than the second-latest generally available version.

3.4.4 Each COTS Device is required to have online connectivity for which the Contractual Partner is responsible in the relationship with Nexi. The Contractual Partner shall bear all costs associated with the use and operation of Softpay, e.g. power, online connectivity and consumables.

### 3.5 PSP services

3.5.1 Nexi shall make available to the Contractual Partner those PSP services necessary to transfer the payment transactions of the Contractual Partner performed with the Softpay product to Nexi as acquirer.

3.5.2 Nexi shall be entitled to interrupt use of the PSP services if this is required for the repair, maintenance or improvement of the PSP services or for any other justified reasons. Nexi shall endeavour to notify the Contractual Partner sufficiently in advance of any interruption of the PSP services.

### 3.6 Security

3.6.1 The Softpay services shall include the performance of payment transactions via one or more EMV payment networks. Nexi shall be entitled to block transactions if Nexi suspects that the security of a COTS Device or of Softpay might be compromised. Such suspicion might be justified e.g. by suspicious apps installed on the device, patterns of use, etc.

3.6.2 After activation of Softpay on the corresponding COTS devices, all COTS Devices must be monitored and controlled by the Contractual Partner and/or its representatives at all times. The COTS Devices may not be used as an unsupervised payment terminal.

### 3.7 Updates of Softpay

3.7.1 The Contractual Partner shall update Softpay on request by Nexi. Nexi shall decide in its duly exercised discretion whether an update is advisable. After the request of Nexi, the Contractual Partner shall allow Nexi to update Softpay. Use of a software version that is older than the latest version shall be at the Contractual Partner's own risk. The latest version and the supported version of Softpay shall be downloaded from the Google Play Store unless otherwise notified by Nexi.

### 3.8 Recording of data

3.8.1 Nexi shall be entitled to collect data on the Softpay product to improve the performance and functionality of Softpay and to carry out corresponding analyses.

### 3.9 Suspension

3.9.1 Nexi shall be entitled to suspend the use of Softpay by the Contractual Partner if the Contractual Partner breaches the Agreement, in particular if the Contractual Partner has failed to pay fees when due.

### 3.10 Permitted territory of use

3.10.1 The Contractual Partner may use Softpay only for its points of sale in the country specified in the Contract Form, that is Germany, Austria and/or Switzerland (the "Territory"). If no country is specified in the Contract Form, the Territory shall be limited to the Federal Republic of Germany.

## 4 Prices and invoicing

4.1 For the Softpay licence and each COTS Device on which Softpay is installed and activated, the Contractual Partner shall pay the fees specified in the service agreement or in the Nexi schedule of prices.

4.2 Invoicing by Nexi shall be in accordance with the Terms and Conditions of Nexi for POS Service.

- 5 Term
- 5.1 The provisions of this Section 5 apply unless otherwise provided for in the Contract Form. In the Contract Form, the Contractual Partner shall choose the minimum contractual term desired by it. Otherwise, the provisions on the term of rent of the Special Terms and Conditions of SmartPay shall apply.
- 5.2 Termination of the service agreement POS Terminal or of the product SmartPay or the card acceptance agreement entered into in the context of the product SmartPay shall always also result in the termination of the provision of "Softpay".
- 5.3 In addition, however, the Softpay product may also be exchanged within the scope of the product SmartPay for the rental of another rental terminal offered within the scope of the product SmartPay provided that the minimum contractual term of the new lease agreement exceeds the remaining minimum contractual term of the Softpay product.
- 5.4 If Nexi should discontinue the distribution of the Softpay product as a whole, Nexi shall be entitled to effect extraordinary termination of Softpay on one month's notice to the Contractual Partner.



**G Special Terms and Conditions for Participation in Electronic Payment Processes**

Preamble

Nexi serves as intermediary for the Contractual Partner's participation in the electronic payment processes with debit cards of the German Banking Industry Committee ("Debit Cards") via terminals equipped with corresponding software and which have been approved by the German Banking Industry Committee (GBIC) for electronic payment; this shall be governed by the following Special Terms and Conditions.

1. Electronic direct debit

For payments made by electronic direct debit in offline or online operation, the data stored on the card are read from the Debit Card and then further processed by the systems of Nexi. Nexi stores the transactions and sales conducted via electronic direct debit. By signing the receipt, the Contractual Partner's customer grants permission to debit his or her account / a one-time SEPA direct debit mandate. For the successful sales transactions transmitted with reconciliation, Nexi generates direct debit files in accordance with the guidelines of the respective payment scheme and sends these to the responsible system of the German Banking Industry Committee on the following bank working day.

1.1 For electronic direct debits in online operation, in addition to these steps, Nexi checks the cards used online against a card blacklist maintained by Nexi and/or third parties. Nexi stores the transactions and sales conducted via electronic direct debit.

1.2 In the event of a request in online operation with a positive outcome, confirmation is provided that the respective card has not been reported as blocked on the blacklist maintained by Nexi and/or third parties. In this process, no credit assessment is involved nor is a payment guarantee/commitment provided, either on the part of the card-issuing credit institution or Nexi.

1.3 However, for reasons of data protection, the transmission of data to blacklists, the storage of data on blacklists and the transmission of data require the consent of the cardholder. For this reason, the Contractual Partner undertakes to affix a notice to the terminals which is clearly visible and legible for the holder of the Debit Card standing at the terminal; this notice must make clear which data are stored where and for which purpose:

"Consent to data storage for payments via direct debit:

As part of the electronic direct-debit process, your account number, the sort code of your bank and/or

the corresponding IBAN and SWIFT code/BIC, as well as the transaction conducted by you, are transmitted to your bank via the network of the technical network operator Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany ("Nexi"). These data serve to verify and carry out your payment and to prevent card abuse as well as to mitigate the risk of payment default. As part of the electronic direct-debit process, your card is checked by Nexi for entries on the blacklists of Nexi and entries on blacklists of third parties (infoscore Consumer Data GmbH, Rheinstrasse 99, 76532 Baden-Baden, Germany; HIT Hanseatische Inkasso-Treuhand GmbH, Eiffestr. 76, 20537 Hamburg, Germany ("HIT")).

If your bank refuses to honour the direct debit or if you reject it, your aforementioned data shall be stored in the blacklists of Nexi and HIT GmbH until the invoice amount and the processing costs incurred have been settled. Once the amount has been settled, your data are deleted without undue delay. Data stored in the blocking files are then available to other merchants offering payments in the electronic direct debiting procedure in online operation for comparison if you use your card with such merchant. As a result of this, you may not be able to make payments online using the electronic direct-debit process."

In addition, the Contractual Partner undertakes to have the customer confirm his or her consent by signing the direct debit receipt. To this end, the direct debit receipt must feature the following text or another text corresponding to it:

SEPA direct debit mandate

I hereby authorise the company mentioned on the reverse and/or Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany ("Nexi"), to make a one-time debit in the amount mentioned on the reverse from my account via direct debit. I also instruct my bank to honour the direct debits taken from my account by the company mentioned on the reverse or Nexi. Note: I can claim reimbursement of the amount debit within eight weeks starting from the debit date. In this regard, the terms and conditions agreed with my bank shall apply.

Rejection / address forwarding

In the event that a direct debit is rejected, I irrevocably instruct my bank to, upon request, inform the company mentioned on the reverse and/or HIT GmbH, Eiffestr. 76, 20537 Hamburg, Germany ("HIT"), as well as an authorised third party, of my name and my address for the purpose of asserting the claim. I hereby declare my consent to the claim being assigned to HIT or an authorised third party for further processing. In the event that a direct debit is rejected, the company and/or HIT can collect the amount plus the costs incurred within 45 days after chargeback from my account.

Data protection information

My payment data (account number, sort code, card expiry date and suffix number, date, time, amount, terminal ID and location) are used by HIT for the

purpose of card verification and by Nexi for payment processing.

If a direct debit is not honoured or is rejected by me (chargeback), my bank account information is entered on the blacklist of HIT and/or Nexi for the prevention of card abuse and for the mitigation of the risks of payment default. The blacklist entry shall be deleted as soon as the claim has been settled in full or if rights from the underlying transaction (e.g. material defect in the case of a purchase) are asserted in connection with the rejection of the direct debit. In this respect, HIT and Nexi also make recommendations to other merchants connected to their system about whether a payment made using girocard and signature can be accepted. If such a payment is not accepted, the payment can be carried out by entering the PIN if positive authorisation has been received from the card-issuing bank.

The debit is carried out on the next possible bank working day.

## 2. Clearing processes

There are three different clearing processes. Depending on the clearing process, transactions are credited to the Contractual Partner as follows:

### 2.1 Centralised clearing

Nexi processes all transactions (girocard Scheme and electronic direct debit) for the customer centrally in its centralised clearing.

- a) For the centralised clearing of sales from girocard transactions, the Contractual Partner, by entering the data into the terminal, assigns to Nexi the claim to the respective customer, subject to the condition that the transaction is authorised. In return, Nexi undertakes to credit the nominal amount of the authorised transaction to the account specified by the Contractual Partner in the bank transfer method agreed between the Parties.
- b) For the centralised clearing of sales from electronic direct-debit processes, Nexi shall credit these sales in a fiduciary capacity for the Contractual Partner to a custodial account of Nexi at a German bank. These accounts are managed at one or more credit institutions as open, collective custodial accounts within the meaning of section 13 (1) sentence 2 no. 1b of the des German Payment Services Oversight Act (Zahlungsdienstenaufsichtsgesetz – ZAG). Nexi shall inform the credit institution of the trust relationship. Additionally, Nexi shall ensure that payments received in accordance with sentence 1 are allocated to the Contractual Partner for accounting purposes and are not at any time combined with money belonging to natural or legal persons other than the Contractual Partner for whom they are held, in particular not with money of its own. Upon request, Nexi must inform the Contractual Partner about the bank and the account which are used to hold the values received for the

settled transactions, and whether the bank at which the customer funds are held belongs to an institution for securing the claims of depositors and investors and to what extent the values received for the settled transactions are secured by this institution. The sales are then credited to the account specified by the Contractual Partner in the bank transfer method agreed between the Parties. In the event that the debit of the Contractual Partner's account is not successful (see Part G, Section 3.3 below), Nexi shall set off its claims against claims of the Contractual Partner. Immediately after set-off, Nexi shall transfer from the custodial account an amount equal to the outstanding fees to its own business account and transfer the remaining amount to the business account of the Contractual Partner.

### 2.2 Direct clearing

In direct clearing, the amount is credited directly from the account of the cardholder to the account specified by the Contractual Partner. To do so, Nexi uses the sales transactions successfully transferred via reconciliation to generate direct-debit files pursuant to the guidelines of the data-carrier-exchange method and transmits these to the bank specified by the Contractual Partner on the bank working day following the reconciliation. Any fees from the bank specified by the Contractual Partner for processing the debit shall be borne by the Contractual Partner. A prerequisite for direct clearing is the corresponding ability of the Contractual Partner's bank to process data records as well as the Contractual Partner's bank's awareness of the selection of this payment process. For this reason, the bank shall be informed by the Contractual Partner without undue delay after conclusion of the agreement of incoming electronic payments to the business account of the Contractual Partner. If the Contractual Partner's bank does not allow direct clearing, the following shall apply:

- a) For conclusion of the agreement: Immediately after conclusion of the agreement, upon activation of the terminal at the latest, the Contractual Partner shall set up a business account at a bank that allows direct clearing. Otherwise, Nexi is entitled to switch to the centralised clearing process.
- b) For bank changes during the term of the agreement: If the Contractual Partner changes to a bank that does not allow direct clearing, the data records shall be processed in centralised clearing. Unless otherwise agreed between the Contractual Partner and Nexi, the credits in this case shall be issued as batch transfers.

### 2.3 Dual clearing

Dual clearing is a hybrid procedure. Transactions from the girocard Scheme are processed via centralised clearing. Transactions from electronic

direct debits are processed via direct clearing. The statements made regarding the respective procedure under Part G, Sections 2.1 and 2.2 (Central Clearing / Direct Clearing) shall apply additionally.

If insolvency proceedings are opened against the assets of the Contractual Partner, Nexi is entitled to direct transaction files and card payments to a custodial escrow account set up by Nexi for insolvency proceedings or to credit the transactions to a custodial account specified by the insolvency administrator.

2.4 In the event of chargebacks in centralised clearing, the chargeback is initially debited from the account of Nexi. Nexi is entitled to debit the chargeback as well as the corresponding chargeback fee from the Contractual Partner as a direct debit. In the event of chargebacks in direct clearing, both the chargebacks as well as the corresponding chargeback fees are debited from the account of the Contractual Partner.

### 3. Fee payment conditions

3.1 Authorisation fees of the Banking Industry are invoiced to the company by Nexi in line with the respective valid rates of the Banking Industry.

3.2 The fees to be paid by the Contractual Partner under this Agreement are invoiced over the course of a calendar month for the respective preceding month. Additional services not expressly mentioned in this Agreement are only provided in exchange for separate, customary and reasonable remuneration.

3.3 The fees are deducted as a direct debit from an account to be specified by the Contractual Partner. The Contractual Partner undertakes to issue a SEPA direct debit mandate to Nexi in writing for deductions via direct debit. The Contractual Partner undertakes to issue a new SEPA direct debit mandate in each case of account changes. A revocation of the SEPA direct debit mandate requires the prior consent of Nexi if it concerns matters of third countries or third currencies, or if the Contractual Partner is not a consumer. A SEPA direct debit mandate which is revoked in these cases without the prior consent of Nexi entitles Nexi to terminate this Agreement in its entirety without notice.

4.4 In the event that the Contractual Partner has not issued a SEPA direct debit mandate to Nexi and/or the account does not have sufficient funds or has been closed, Nexi shall invoice its services rendered to the Contractual Partner. The invoice amount is payable immediately without deducting any discounts. Costs incurred due to chargebacks plus processing fees (EUR 10.00 per chargeback) shall be borne by the Contractual Partner.

4.5 The pre-notification deadline is shortened to two days. The Contractual Partner undertakes to ensure sufficient funds in the account. Costs incurred due to a direct debit being rejected or not honoured shall be borne by the Contractual Partner. The Contractual Partner undertakes to keep its contact information up to date, including email address, and to inform Nexi without undue delay of any changes.