

BAMBORA CHECKOUT – GENERAL TERMS AND CONDITIONS**(September 2023)****1 Background, etc.**

1.1 These general terms and conditions form part of the Agreement and apply to the following payment services:

- 1) **Acquiring of card transactions** provided by Bambora AB company reg. no. 556233-9423;
- 2) **Online payments** provided by Bambora Online A/S company reg. no. 28855060;
- 3) **Invoice payment** provided by Collector Bank AB company reg. no. 556597-0513;
- 4) **Direct payment via Swish** provided by Getswish AB company reg. no. 556913-7382;
- 5) **Direct payment via Vipps** provided by Vipps AS company reg. no. 918 713 867; and
- 6) **Direct payment via Mobilepay** provided by Mobilepay A/S company reg. no. 26045231, Vester Søgade 10, 6th floor, 1601 Copenhagen, Denmark.

These general terms and conditions are divided into six sections consisting of special terms and conditions for the services described under sections 1–6 above, and a concluding section with common provisions applying to all Payment Services.

Bambora AB and Bambora Online A/S are part of the Worldline Group, represented in this Agreement by Bambora AB, and are collectively hereinafter referred to as "**Worldline Nordics**".

Collector Bank AB ("**Collector**") is acting in this context as a subcontractor to Worldline Nordics for the invoice and instalment payment service.

Getswish AB is acting as an individual supplier, whereby Worldline Nordics, by way of this agreement, is enabling the Merchant's access and provision of Swish as a payment method.

Vipps AS is acting as an individual supplier, whereby Worldline Nordics, by way of this agreement, is enabling the Merchant's access and provision of Vipps as a payment method.

Mobilepay A/S is acting as an individual supplier, whereby Worldline Nordics, by way of this agreement, is enabling the Merchant's access and provision of Mobilepay as a payment method.

1.2 The parties to the Agreement are thus Worldline Nordics and the merchant as described in the Agreement (the "**Merchant**"). Worldline Nordics and the Merchant are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

2 Definitions

In the Agreement, save where the context otherwise requires, the singular includes the plural and vice versa and reference to any gender includes a reference to all other genders. Definitions can also be found elsewhere in the Agreement.

Agreement	means the Merchant's application for Payment Service(s); Worldline Nordics' written grant of the application; these General Terms and Conditions as updated from time to time; any changes to this Agreement communicated as set out in sections 53.1 and 53.11; and any applicable Instructions in force from time to time and appendices (if any) which are expressly stated to form part of these General Terms and Conditions and/or the application and any supplement to the General Terms and Conditions.
Business Day	means a day (excluding Saturdays and Sundays) on which banks are open for general business in Sweden.
Card	means a card or another form of payment instrument correctly issued by an authorised and/or licensed card issuer, bearing a trademark of a card type which the Parties have agreed shall be covered by the Agreement. The agreed trademarks and card types are set out in the application or otherwise agreed from time to time.
Cardholder	means a natural person in whose name a Card has been issued.
Card Information	means information embossed or printed on the front or back of the Card and/or information stored in the Card's magnetic stripe, chip or equivalent technology.
Card Scheme	means the Card Scheme(s) agreed and listed in the application or otherwise agreed from time to time.
Chargeback	means any claim for the return of funds to a Cardholder, issuer of a Card or Merchant related to a Transaction as applicable (irrespective of the reason for such claim) in accordance with the Regulations.
Collateral	means all of the Merchant's present and future rights, title and interest in: a) the aggregate amount of all proceeds, including any claim the Merchant may have against Worldline Nordics with respect to any proceeds, derived from the sale of Merchant's goods or services to Cardholders, as held from time to time by Worldline Nordics on behalf of the Merchant (Sw. <i>redovisningsmedel</i>) on any client fund

	account or otherwise pursuant to this Agreement, and/or b) the Security Deposit, if any.
DCC – Dynamic Currency Conversion	means an additional functionality where the Cardholder is offered to execute the payment in the Card's billing currency.
Designated Account(s)	means the account(s) for payment under this Agreement established and maintained by the Merchant at financial institution(s) acceptable to Worldline Nordics and set out in the application.
Financial Exposure	means the risk for a Chargeback.
Force Majeure	shall have the meaning ascribed hereto under section 49 in the General Terms and Conditions.
General Terms and Conditions	means these general terms and conditions which are published on www.bambora.com as updated from time to time.
Instructions	means the instructions and operational routine descriptions issued by Worldline Nordics in writing from time to time, available at www.bambora.com , to the Merchant pursuant to the Regulations or otherwise for the purposes of the services provided under this Agreement.
Intellectual Property Rights	means all copyright (including the right to computer programs, source codes, object codes and algorithms), trademarks, design rights, patent rights, inventions, know-how and other intellectual and/or industrial property rights under this Agreement.
Local Law	means applicable laws and regulations of the country where the Merchant is established or domiciled.
Merchant	means the company which is granted connection to Worldline Nordics' Payment Services under the Agreement.
Payment Default	means a failure by the Merchant to pay on the due date any amount payable pursuant to a Recourse Claim or any other amount payable by it under this Agreement at the place and in the currency in which it is expressed to be payable.
Payment Services	means all or any of the following payment services: acquiring of card transactions, online payments, invoice and instalment payment service, payments via app and other integrations with Worldline Nordics' digital payment platform.

Payment Services Provider, PSP	means an entity that provides technical solutions and services for handling authorizations and/or Transactions and/or Chargebacks, operating as a subcontractor to or, on-behalf of the Merchant.
Pledge	the first priority pledge over the Collateral created under or pursuant to this Agreement.
Recourse Claim	means any claim of Worldline Nordics against the Merchant in respect of any (i) Chargeback, (ii) refund, (iii) rejected, fraudulent, reversed or otherwise corrected Transaction or (iv) fees (as set out in the application), costs, handling charges or penalties, etc. that Worldline Nordics is required to pay to the Card Schemes, any regulatory authority or other third party in connection with any claim.
Regulations	means rules, regulations, directives, etc. issued by Card Schemes relevant to the services provided by Worldline Nordics under this Agreement, available at the respective Card Schemes' website.
Sales Method	means any sales method used by the Merchant in the sale of goods and/or services covered by this Agreement as set out in the application and Instructions may be issued by Worldline Nordics for each such Sales Method.
Sales of value units	means, at present, 1) purchases of virtual currency, and 2) transfers to other payment solutions, including gift certificates valid for longer than thirty-six (36) months.
Secured Obligations	means at any time all present and future moneys, debts and liabilities due, owing or incurred by the Merchant pursuant to the Recourse Claims, any unpaid fees and any other obligation of the Merchant under this Agreement.
Security Deposits	means the amount (if any) deposited by the Merchant on Worldline Nordics' client funds account or any other bank account agreed between the Parties.
Special Terms and Conditions	means the Special Terms and Conditions for of card transactions, the Special Terms and Conditions for online payments, the Special Terms and Conditions for invoice payment and the Special Terms and Conditions for direct payment via Swish and/or Vipps and/or Mobilepay.
Transaction	means both 1) purchase transactions in which a Card is used as means of payment, and 2) refund/crediting of corresponding purchase transactions.

TERMS FOR ACQUIRING OF CARD TRANSACTIONS

This section contains provisions relating to the service of acquisition of Transactions with Cards as a payment method if the Transactions take place online.

3 Background

Worldline Nordics' main operation is acquiring of card transactions. Worldline Nordics is a payment institution, which has a licence to provide payment services and is under the supervision of the Swedish Financial Supervisory Authority (*Sw. Finansinspektionen*).

4 Scope

4.1 Pursuant to the Agreement, Worldline Nordics shall be able to acquire Transactions undertaken with a Card at the Merchant's. Transactions may only be made in the currencies agreed in the Agreement.

4.2 Worldline Nordics will provide the Merchant with unique customer numbers for each Sales Method (Merchant ID) which the Parties have agreed shall be covered by the Agreement. Such customer numbers, which must always be used in conjunction with the Merchant's reporting of Transactions to Worldline Nordics, may not be used for Sales Methods or goods or services within a stated industry, other than as agreed upon between Worldline Nordics and the Merchant.

4.3 Sales of value units may take place only following written consent from Worldline Nordics.

5 Incorporation of Regulations and Instructions

5.1 All services and the co-operation pursuant to this Agreement shall be carried out in compliance with the Regulations. If there is any conflict between the Regulations and the terms and conditions set out in this Agreement, the Regulations shall prevail.

5.2 Merchant agrees to comply with the Regulations issued from time to time by the Card Schemes. The applicable Card Schemes are specified in the application or otherwise agreed from time to time. Merchant acknowledges that the Regulations can be found at the Card Schemes' respective websites. In the event of any disagreement between Worldline Nordics and Merchant regarding the interpretation of the Regulations, Worldline Nordics shall have the final decision.

5.3 If either Party becomes aware that the co-operation under this Agreement is not conducted in accordance with the Regulations, such Party will promptly notify the other and the Parties shall immediately commence discussions with the aim of making the co-operation compliant with the Regulations. If the Parties are unable to reach an agreement within ten (10) Business Days from the date on which discussions were initiated, then each Party shall be entitled to terminate this Agreement in accordance with section 46.3.

5.4 If a Card Scheme notifies any party that the co-operation under this Agreement is not conducted in compliance with the Regulations, the Party receiving such notice will immediately notify the other Party thereof.

- 5.5 Worldline Nordics shall inform the Merchant of any changes to the Regulations that it becomes aware of and that is relevant for the services and/or the obligations and rights under this Agreement.
- 5.6 Worldline Nordics is entitled to issue Instructions from time to time as well as to amend, supplement and/or change the existing Instructions. Any new or amended, supplemented and/or changed Instructions shall enter into force no earlier than thirty (30) calendar days after the Merchant has received written notice of such changes.
- 5.7 In the event of any discrepancy between these Special Terms and Conditions and an Instruction, the Instruction shall take precedence.

6 The Merchant's undertakings

- 6.1 The Merchant undertakes:
- a) to comply with the Agreement and any directions relating to the Agreement from Worldline Nordics or from any party retained by Worldline Nordics, including instructions provided in responses from various forms of authorisation systems, including automated voice response;
 - b) to treat all Cards equally (irrespective of the amount) amongst the Card types that are, from time to time, accepted by the Merchant for payment of its goods or services;
 - c) to respond to Cardholders' disputes and handle Chargebacks in accordance with the Regulations;
 - d) not to encourage the use of, or to accept, Cards 1) for any fraudulent purpose; 2) in any other manner which contravenes the permissible use of Cards; or 3) for any purpose not approved by the Cardholder;
 - e) in conjunction with payment by Card, unless otherwise agreed in writing: 1) not to dispense cash other than as may be permitted pursuant to the Instructions; 2) not to issue cheques or other payment instructions; or 3) not to secure payment for any claims other than payment for the Merchant's goods and/or services;
 - f) not to submit any Transaction to Worldline Nordics that is illegal, or that the Merchant should have known was illegal, or any Transaction which could damage the goodwill or the reputation of the Card Schemes and/or Worldline Nordics;
 - g) not to use the Worldline Nordics trademark for any purpose other than as agreed in writing between the Parties;
 - h) to comply with applicable law and public authority regulations in force from time to time;
 - i) not to create multiple purchase transactions in respect of a single purchase with the same Card;
 - j) not to transfer to Worldline Nordics Transactions which have been carried out at a party other than the Merchant; and

- k) to comply with the rules regarding marketing of online payment services in accordance with chapter 7a, sections 1–2 of the Swedish Payments Services Act (Sw. Lag 2010:751 om betaltjänster) (the “**Payments Act**”).
- 6.2 Refunds should be made in whole or partially to a preceding debit transaction and be made using the Card used for the purchase. Original credit transactions may be processed with Worldline Nordics’ express prior consent. Refunds and original credit transactions will not be processed by Worldline Nordics if there are insufficient client funds to cover such transactions, unless Worldline Nordics has given express consent. Worldline Nordics may at its discretion request that Merchant ensures a sufficient balance is present before processing refunds and original credit transactions.
- 6.3 Where the Merchant itself possesses a Card, (where the Merchant is operated as a sole proprietorship, partnership, limited partnership or limited liability company which is a so called closely held company) such Card may not be used for payment at the Merchant's. "**Possession of a Card**" means that the Cardholder and the Merchant are identical, i.e., have the same personal ID or registration number, or that the Cardholder is the owner of, or a partner of, the Merchant.
- 6.4 When offering goods and/or services, the Merchant may not apply a higher price or surcharge fee for payment made by Card than the price applied for payments made by any other form of payment, unless such higher price or surcharge is permitted by Local Law, Regulation 2015/751 on interchange fees for card-based payment transactions and the Regulations.
- 6.5 If the Merchant applies a surcharge fee or offers a reduction of a fee in conjunction with the use of a certain Card, the Merchant shall notify the Cardholder before the Transaction is executed.
- 6.6 If the Merchant wishes to charge the Cardholder in arrears for costs which arose in conjunction with a service etc. (such as a hotel visit, rental car or similar) the Merchant must inform the Cardholder and obtain the Cardholder's consent before charging in arrears. In such case, the Merchant shall, when possible, divide the Transaction into two (2) parts, whereupon the Merchant shall immediately charge the Cardholder for that part of the transaction amount which is known at the time of the Transaction, and subsequently charge the Cardholder in arrears only for that part of the transaction amount which was not known at the time of the Transaction.
- 6.7 On becoming aware of any incorrectly executed Transaction, the Merchant shall, without undue delay and no later than within forty-five (45) calendar days, notify Worldline Nordics and request rectification.
- 7 PCI standards**
- 7.1 The Merchant undertakes to comply with applicable Payment Card Industry (PCI) Data Security Standard (DSS) as published on www.pcisecuritystandards.org in order to process Card Information in a secure manner.

- 7.2 The Merchant undertakes not to store any sensitive data regarding Cards or data relating to Transactions. In cases where the Merchant's business requires handling and storage of Card data, Card Information or data relating to Transactions, such handling and/or storage must be carried out in accordance with all applicable laws, regulations and rules.
- 7.3 The Merchant will only, and will ensure that any third party service provider utilised by the Merchant for the purpose of this Agreement (or for any service provided hereunder) will only use technical equipment for the services that is compliant in all respects with (and, if required, approved under) the applicable standards published by PCI Security Standards Council, and the Merchant assumes liability for the compliance of any equipment used by any such third party service provider with the standards.
- 7.4 Worldline Nordics shall at all times have the right at its request (following the giving of reasonable notice where possible) to:
- a) receive all information (and confirmations) with respect to the Merchant's and any relevant third party service provider's compliance with sections 7.1, 7.2 and 7.3;
 - b) audit, or request the audit of, the Merchant's and/or any third party's compliance with section 7.1, 7.2 and 7.3; and
 - c) have its forensics investigators of choice investigating any breach or suspected breach of, or non-compliance with, the requirements of sections 7.1, 7.2 and 7.3.
- 7.5 All costs in relation to any request made by Worldline Nordics pursuant to section 7.4 shall be borne by the Merchant.
- 7.6 The Merchant shall promptly notify Worldline Nordics in writing of any breach or suspected breach or non-compliance by it or by any third party of the requirements of sections 7.1, 7.2 and 7.3 that the Merchant becomes aware of.
- 7.7 In case the Merchant suspects irregularities or fraudulent use of Card Information, the Merchant is required to report this suspicion to Worldline Nordics and the Merchant's Payment Service Provider without delay.

8 Worldline Nordics' undertakings and liabilities

- 8.1 Subject to the terms of this Agreement, Worldline Nordics undertakes to make payment, less recoupment of fees, any credit(s), adjustments, fines or Chargebacks to the Designated Account(s) for purchase transactions made using Cards, provided that 1) the purchase transaction is received by Worldline Nordics within the period of time prescribed in the Instructions; 2) the purchase transaction fulfils the requirements prescribed in the Agreement; 3) Worldline Nordics having received the corresponding funds from the Card Schemes unless otherwise agreed, and 4) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.
- 8.2 The obligations of Worldline Nordics pursuant to this Agreement extends only to Transactions that are actually received by Worldline Nordics. If the Merchant

engages any third party in respect of any Transaction to Worldline Nordics, then Worldline Nordics shall have no liability for any claim, action or omission relating to the co-operation between the Merchant and third party. Nor shall Worldline Nordics have any liability for any mistake, error, or similar in Transactions received by Worldline Nordics insofar as such is due to circumstances attributable to the third party.

- 8.3 Worldline Nordics shall provide the Merchant with information in relation to each Card type of the amount involved in each Transaction, the fees applied and, where applicable, any exchange rate used. The information will be provided with the frequency and in the manner separately agreed between the Parties.

9 The Merchant's liability

- 9.1 The Merchant shall be liable against the Cardholder for all defects and deviations in the quality, condition and performance of sold goods and services. Such defects and/or deviations, as well as the non-delivery or deficient delivery of goods/services to a Cardholder or any other party designated by the Cardholder, shall at all times be deemed to constitute a breach of the Merchant's obligations.

- 9.2 The Merchant's liability pursuant to section 9.1 above shall apply notwithstanding any agreement which may have been reached between the Merchant and the Cardholder, the purchaser or any other party. The aforesaid shall also apply where the Merchant 1) conducts operations as an agent/middleman, etc. and thereby sells/brokers a third party's goods and/or services, or 2) sells/brokers goods and/or services on behalf of a third party, and thereby a party other than the Merchant may be required to make performance (e.g. delivery of goods and/or services or the carrying out of an event, trip, etc.) to which the Transaction relates.

- 9.3 The Merchant shall be obligated, upon request by Worldline Nordics, to reimburse Worldline Nordics for all amounts, plus interest and handling charges, which Worldline Nordics has paid/refunded to an issuer of a Card, a Card Scheme, a Cardholder or any other party, or any other cost incurred for Worldline Nordics or fee that Worldline Nordics may charge the Merchant at any time (including after either Party's termination and the expiry of this Agreement), as a consequence of:

- a) the Merchant's obligations under sections 9.1 above;
- b) a card issuer's final debiting of Worldline Nordics in respect of a Transaction which is the subject of a complaint pursuant to the Regulations' provisions regarding Chargebacks;
- c) the fact that the Merchant, without exercising normal care, has accepted an invalid or forged Card or a Card which has been used in an unauthorised manner;
- d) the fact that the Merchant has in any respect breached its obligations pursuant to, or otherwise acted in contravention of, the Agreement;
- e) breach of applicable law or public authority regulations;

- f) breach of the Instructions issued by Worldline Nordics; or
 - g) breach of the Merchant's obligations under section 6.1 k) above.
- 9.4 Irrespective of whether negligence, breach of contract or any other cause of action may be imputed to the Merchant, the Merchant shall also be obliged, upon request by Worldline Nordics, to pay compensation for any amounts (e.g. integrity fees and other economic sanctions) which Worldline Nordics is obliged to pay to Card Scheme(s) insofar as such amount is related to the Agreement and/or to 1) Transactions which are the subject of a complaint; 2) fraud, bad faith or wilful conduct provided that such obligation to pay is not due to Worldline Nordics' act or omission.
- 9.5 In the event Worldline Nordics, prior to any obligation to pay an amount pursuant to sections 9.3 or 9.4 above, receives any warning, order or similar (e.g. from Card Schemes), Worldline Nordics shall notify the Merchant without delay of the measures which the Merchant must take in order, if possible, to avoid Worldline Nordics incurring an obligation to pay the amount.
- 9.6 In the event Card Schemes believe that the Merchant has reached a level of complaints due to fraud, unauthorised purchases or complaints from Cardholders which is unacceptably high in relation to the total number of the Merchant's purchase transactions (assessed in line with Card Schemes' normally applied levels), Worldline Nordics shall be entitled to terminate the Agreement with immediate effect.
- 9.7 Worldline Nordics shall inform the Merchant, without undue delay, about the reason for the Merchant's liability to compensate as set out in section 8.3 and 47.1. In the event the Merchant considers that it is not liable to compensate, the Merchant shall immediately notify Worldline Nordics thereof and specify the reasons therefor. This section 9.7 shall remain in force during the entire claim period applicable from time to time pursuant to the Regulations' provisions regarding Chargebacks, regardless of if the Agreement has been terminated or will expire during the claim period.
- 9.8 Reimbursement pursuant to sections 9.3 and 9.4 may take place through a deduction from the amount to be paid by Worldline Nordics in conjunction with the payment terms applicable between the Parties. The Merchant shall be obliged to ensure that there are sufficient funds in the Designated Account(s). In instances where the Merchant does not have sufficient funds to cover amounts due, Worldline Nordics will offset such amount against settlement funds. In the absence of sufficient settlement funds, Worldline Nordics will issue an invoice detailing amount due for payment.
- 10 Worldline Nordics' right to withhold and/or delay payments, and right of settlement by withdrawal**
- 10.1 Worldline Nordics shall be entitled to immediately withhold or delay payments to the Merchant until Worldline Nordics is holding an amount corresponding to the Secured Obligations, as calculated from time to time, which corresponds to the expiration of every individual Chargeback period 1) if Worldline Nordics believes that Worldline Nordics' credit risk or Financial Exposure has increased;

- 2) when the Merchant fails to perform its obligations pursuant to the Agreement; 3) when the Merchant's solvency is reasonably deemed to be questionable; 4) when notice of termination of the Agreement has been given; or 5) when Worldline Nordics would be entitled to terminate this Agreement pursuant to this Agreement, but has chosen not to or decided to delay such termination.
- 10.2 In addition to the preceding section, Worldline Nordics shall be entitled to withhold or delay payments to the Merchant in the event Worldline Nordics deems it probable that a Transaction will be subject to a Chargeback. In such situation, Worldline Nordics shall be entitled to withhold and/or delay payment of an amount equal to the anticipated Chargeback.
- 10.3 Where notice of termination of the Agreement is given, for whatever reason, Worldline Nordics will withhold payments commencing on the date notice of termination of the Agreement is given, and payment of the funds withheld by Worldline Nordics shall be made in accordance with section 10.1 above.
- 10.4 Should Worldline Nordics exercise its right to withhold or delay payment as set out in either section 10.1, 10.2 and 10.3 above, the Merchant will access details around the withheld amount with the frequency and in the manner decided by Worldline Nordics.
- 10.5 A prerequisite for Worldline Nordics to release withheld funds, is that the Merchant shall, upon Worldline Nordics' request, provide Worldline Nordics with documentation which shows the date of delivery of the sold goods and/or services. Payment of released funds shall be made on a monthly basis or as otherwise determined by Worldline Nordics and conditioned on that the Merchant has provided Worldline Nordics with documentation deemed sufficient by Worldline Nordics. Worldline Nordics shall be entitled to withhold funds corresponding to the outstanding value of the undelivered or unused goods and/or services (as determined on the basis of the information received from the Merchant).
- 10.6 Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Worldline Nordics in respect of all the Merchant's obligations/undertakings to Worldline Nordics pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day Worldline Nordics pays the total amount of withheld or delayed payment.
- 10.7 Any Collateral held by Worldline Nordics pursuant to this Agreement may be applied by Worldline Nordics in the discharge (by way of set-off or otherwise) of the Merchant's payment obligations pursuant to this Agreement (and both before and after termination of this Agreement).
- 11 Pledge of Collateral**
- 11.1 The Merchant hereby irrevocably and unconditionally, on the terms and conditions set out herein, pledges to Worldline Nordics all its rights, title and interest in and to the Collateral for the purpose of constituting security for the Secured Obligations.

- 11.2 The Parties agree that the Pledge created pursuant to this Agreement is legal, valid and enforceable against the Merchant upon the execution of this Agreement.
- 11.3 The Merchant shall promptly, at its own expense, do whatever Worldline Nordics reasonably requires:
- a) to perfect or protect the Pledge or the priority of the Pledge; and
 - b) to facilitate the enforcement of the Pledge or the realisation of the Collateral or the exercise of any rights vested in Worldline Nordics by reason of the Pledge;
- including executing any transfer, assignment or assurance to, or as requested by, Worldline Nordics, making any registration and giving any notice, order or direction considered necessary or desirable by Worldline Nordics.
- 11.4 On and at any time after the occurrence of a Payment Default or any default in paying any other amount payable by it to Worldline Nordics under this Agreement and as long as it is outstanding, Worldline Nordics shall have the right to enforce the Pledge and immediately withdraw the Collateral, or any part thereof, from the client fund account and set them off against any outstanding Recourse Claim or any amount due but unpaid or enforce the Pledge in any other way and on such terms as Worldline Nordics determines.
- 11.5 The Pledge shall be a continuing security and will extend to the ultimate balance of the Secured Obligations and shall continue in force, regardless of any intermediate payment or discharge in whole or in part of the Secured Obligations.

TERMS OF ONLINE PAYMENT

This section contains provisions regarding the possibility of receiving payment with Cards and other payment methods online.

12 The Service

Worldline Nordics is providing a technical gateway/payment exchange to the Merchant for the Payment Service(s) that the Merchant has chosen in connection with its order, and which are stated in the order confirmation.

13 Domain(s)

13.1 The Merchant has the sole right to create access to the payment system from domains included in the agreement with Worldline Nordics.

13.2 If the Merchant has not entered into any other specific agreement with Worldline Nordics, the agreement with Worldline Nordics consists of a single domain. If the Merchant would like access to the payment system from other domains, the Merchant must contact Worldline Nordics.

14 Code and script

14.1 The Merchant must personally implement code on its website that enables the Merchant to receive payments via Worldline Nordics' Payment Service.

Worldline Nordics will provide the Merchant with technical documentation, which can also be found on the Worldline Nordics website.

- 14.2 If the Merchant would like Worldline Nordics to assist it in the implementation of the Payment Service, the service can be performed by specific agreement and according to Worldline Nordics' current hourly rate for such services.

15 Merchant testing

- 15.1 Following the conclusion of this Agreement, the Merchant has the right to perform a system test by following the procedure described by Worldline Nordics in the technical documentation.
- 15.2 The Merchant is obligated to provide the information that Worldline Nordics needs to test the Payment Service.

16 Statistics

As soon as use of the Payment Service has commenced, Worldline Nordics will be storing data and statistics on payments completed. From the time the Agreement is concluded, the Merchant will have access to statistics. The Merchant can access its statistics by using the login function on the Worldline Nordics website (www.bambora.com), and then logging in using the Merchant's username and password.

17 Operation

- 17.1 Worldline Nordics strives to always have as high an availability level as possible for its services. However, a specific level of service availability cannot be guaranteed, due to the nature of the internet and the fact that Worldline Nordics cannot monitor all the parts and elements that are included in the communication solution between the Merchant and Worldline Nordics. Worldline Nordics' availability, measured over a month, is usually around 99.8%.
- 17.2 To ensure high availability, Worldline Nordics continuously maintains and updates the hardware and software used. Maintenance that can lead to downtime for shorter periods is performed as far as possible at times with low payment traffic. Worldline Nordics will notify customers of maintenance via email well in advance before the maintenance is performed.

18 Encryption

All transfers within the payment system of Card Information from the Merchant to Worldline Nordics and Worldline Nordics' storage of such data will take place in accordance with the requirements set out in the regulations Payment Card Industry Data Security Standard (PCI DSS).

19 Backup copies

- 19.1 Worldline Nordics performs daily backups of all its servers and systems. The backups are performed and stored in accordance with the Card Schemes' PCI certification requirements.
- 19.2 If the Merchant loses data and the loss is caused by Worldline Nordics' actions, Worldline Nordics can assist the Merchant to recover the data based on the most

recent working backup. The Merchant does not have the right to make any further claims vis à vis Worldline Nordics regarding the loss of data.

- 19.3 If the Merchant loses data due to circumstances for which Worldline Nordics is not responsible, including the Merchant's own circumstances, Worldline Nordics may, at separate cost, assist the Merchant in restoring the data from the most recent working backup to the extent possible. However, Merchants are advised to always make backup copies of their own data.

20 Password

- 20.1 In connection with the conclusion of this Agreement, the Merchant will receive a username and password, which the Merchant must use to access and administer its Payment Service with Worldline Nordics.
- 20.2 The Merchant must always keep its username and password secret from all but authorised employees of the Merchant. If the Merchant suspects that a third party has come into possession of the password, the Merchant must immediately inform Worldline Nordics.
- 20.3 Worldline Nordics may require the Merchant's password to have a certain minimum length and complexity and may at any time and at its sole discretion require the Merchant to change its password.

21 Antivirus software

All Worldline Nordics servers are equipped with an up-to-date antivirus program. The Merchant should secure its computers with up-to-date antivirus software. If Worldline Nordics encounters viruses or the like from the Merchant on several occasions, Worldline Nordics may terminate the connection to the Merchant and also demand the Merchant installs and updates an antivirus program.

22 Security checks

- 22.1 The IT systems that Worldline Nordics uses for the Payment Services are certified and security approved as per the Card Schemes' PCI standard and undergo an annual IT review, which is carried out by a recognised IT security company.
- 22.2 Every quarter, a recognised IT security company scans Worldline Nordics' servers and networks to increase security and avoid hacking.

23 Misuse, etc.

- 23.1 Worldline Nordics strives to avoid misuse of its services but cannot guarantee that Worldline Nordics' IT system will not suffer any misuse or hacking.
- 23.2 The Merchant must immediately inform Worldline Nordics if it has been subjected to misuse of Card Information or if the IT systems used by the Merchant have been subjected to attempted or actual hacking. In the same way, if the Merchant suspects misuse of Card Information or of Worldline Nordics' services or that Worldline Nordics' IT system has been or will be hacked, Worldline Nordics must be informed.

23.3 If Worldline Nordics considers that the Merchant is abusing the Payment Service, breaching the security rules and guidelines issued by Worldline Nordics or the supplier, or that abuse is taking place from a domain belonging to the Merchant, Worldline Nordics has the right to suspend the Merchant's use of the Payment Service or deny access to the Payment Service from the domain concerned.

23.4 Worldline Nordics does not take responsibility for any consequences that may arise if the Merchant has not complied with the security rules and guidelines issued by Worldline Nordics.

24 Transfer of Card Information

24.1 In cases where the Merchant comes into contact with card numbers, the Merchant undertakes to comply with and fulfil the conditions set out in the PCI DS Standard. The applications developed by the Merchant or third parties that were used to perform/support the Payment Service must have been developed in accordance with the PA DS Standard.

24.2 The Merchant does not have the right to share Card Information with its own servers or any third-party servers, unless the payee, including the Merchant itself, is specifically PCI-certified.

24.3 If Worldline Nordics discovers that the Merchant is sharing such data, Worldline Nordics has the right to immediately suspend the Merchant's use of the Payment Service. The Merchant may not regain access to the services until the Merchant can demonstrate that it meets all legal requirements and PCI regulations for payees.

24.4 In such cases, Worldline Nordics has the right to inform competent authorities and companies, including suppliers, and Worldline Nordics may also require the Merchant to inform specific authorities, companies or Cardholders.

25 Laws and regulations, etc.

25.1 Worldline Nordics fulfils the Regulations and the PCI requirements.

25.2 The Merchant is obligated to comply with the applicable legislation and applicable conditions for payees set out in the PCI Standard.

25.3 Worldline Nordics does not assume any liability for the legality of the Merchant's use of the payment system or the content of the data that the Merchant transmits in connection with the solution. It is entirely up to the Merchant to comply with the legislation vis à vis its own customers and third parties.

25.4 The Merchant will indemnify Worldline Nordics in respect of claims that third parties or authorities may make against Worldline Nordics in the event of alleged violations of third-party rights or the Merchant's breach of existing legislation, or conditions from a supplier. In the event of such claims, Worldline Nordics has the right to prevent the Merchant's use of Worldline Nordics' services without warning.

26 Rights

- 26.1 Worldline Nordics holds all the rights, including intellectual property rights, to the code and other materials made available to the Merchant in connection with the use of Worldline Nordics' Payment Services.
- 26.2 The Merchant will only receive temporary, non-exclusive user rights to the Code and other materials made available to the Merchant, and the Merchant does not have the right to copy the Code or other materials to a greater extent than necessary, as compensation for the use provided for in this Agreement.
- 26.3 The Merchant's use of the code and other materials made available to it presupposes that all outstanding sums are paid to Worldline Nordics.
- 26.4 The Merchant's breach of these rights will be considered a material breach of contract.

TERMS OF INVOICE PAYMENT AND INSTALMENT PAYMENT

This section contains provisions relating to Worldline Nordics' Invoice and instalment payment Service ("**the Invoice and instalment payment Service**") provided by Worldline Nordics via the subcontractor Collector Bank AB.

27 Contractual relationship

- 27.1 Collector is not directly associated with the Merchant. The Merchant's contracting counterparty is Worldline Nordics. Collector Bank AB is, however, in a direct contractual relationship with the end customers who purchase the Merchant's goods and services (the "**Customer**") and who pay for their purchase using the Invoice and instalment payment Service. In the first instance, the Merchant must contact Worldline Nordics with the information that the Merchant is obligated to provide under these general terms and conditions and with any questions or comments.
- 27.2 In the Merchant's online store, the Customer can choose to pay by invoice. After the Customer has received the invoice, the Customer can apply to pay for the purchase in instalments via Collector. The Customer is then given the opportunity to choose from the payment plan options that Collector offers at any given time. Once the Customer chooses payment by instalments, the Customer is given the opportunity to choose from the payment plan options that Collector can offer.

28 Granting of credit for purchase

- 28.1 Collector grants a one-time credit for the Customer to purchase goods and services (the "**Purchase**") and which the Customer has chosen to pay through the Invoice and Instalment Payment Service, all as stipulated in the individual credit agreements between Collector and the Customer. The credit risk arising from the Purchase is thus transferred to Collector. The Customer's creditworthiness is checked in real time based on the information provided by the Customer to Collector.

- 28.2 In order for a Customer to be granted credit, Collector must issue a positive credit decision. Collector has the right to refuse an End Customer credit on justified grounds. Collector's customer service is responsible for providing Customers with information about credit decisions concerning them.
- 28.3 Collector is responsible for providing Customers with the contact details for its customer service and an online helpline for the Customer.
- 28.4 Collector's credit assessment and lending presupposes that a valid and binding purchase agreement has been concluded between the Customer and the Merchant. The Merchant is responsible for ensuring that those Customers who, in the event of online sales, are forwarded to the payment page have concluded valid purchase agreements. Collector assumes no liability vis à vis the Merchant in cases where it transpires after the credit check that the credit agreement between the Customer and Collector cannot be concluded, if the error is not Collector's, nor for any consequences in the event of a failed credit agreement.
- 28.5 When using the Invoice and Instalment Payment Service, an invoice will be sent to the Customer with a payment deadline of fourteen (14) calendar days. The Merchant has the right to add a reasonable shipping fee and a reasonable invoice fee to the Purchase sum, which will be added to the total amount for which Collector is to grant credit. Collector does not provide credit for amounts other than those mentioned above.
- 28.6 Collector charges the Customer the following interest and fees: https://cdn.walleepay.com/terms/Terms_SE.pdf. Collector is responsible for this pricing and has the right to change the customer prices due to, for example, increased general production costs, changes in the Merchant's business model, increases in interest rates, significant changes in the business environment, new legal requirements or for other important reasons. The Merchant undertakes to remain up to date with the current price list stated above.

29 Payment and fees

- 29.1 Worldline Nordics will pay compensation to the Merchant for Purchases for which Collector has granted credit in accordance with these general terms and conditions (the "**Payment**").
- 29.2 The Merchant will pay the cost of the Invoice and Instalment Payment Service to Worldline Nordics in accordance with these general terms and conditions, at the amounts stated in the applicable price list (the "**Fees**").
- 29.3 Worldline Nordics will furnish Payment to the Merchant after deduction of the amount the Merchant must pay to Worldline Nordics, including but not limited to the Fees (net settlement model). Payment will be made within seven (7) calendar days of the Purchase on a Banking Day, provided that the Merchant has activated the Purchase. This means that the payment will be further delayed in the event that the Merchant has not sent the product or performed the service (e.g., as a result of the product not being in stock at the time of the Purchase). Payment to the Merchant furthermore presupposes that Worldline Nordics has found no grounds to withhold funds from the Merchant in accordance with the provisions in section 30 below.

29.4 The Merchant is not entitled to activate the Purchase until the product has been sent (or the service has been performed) in accordance with sections 30.1 and 30.2. In any case, it is a requirement that the product purchased by the Customer has been sent to the Customer for Payment to the Merchant to take place. The Merchant undertakes to inform Worldline Nordics (i) of when the product has been delivered, (ii) if the product has not been delivered to the Customer or (iii) if the Customer has not picked up the product. The Merchant undertakes to deliver the product to the Customer within ninety (90) days after completion of the Purchase. If the Merchant has not delivered the product to the Customer within ninety (90) days, or if the Merchant cannot verify that the Customer has picked up the product, Collector has the right to declare the Purchase cancelled and thereby cancel the Invoice and Instalment Payment Service vis à vis the Customer. Collector is not responsible for granting credit in the event of late delivery. The Merchant must set conditions for the Customer that match Worldline Nordics' requirements in this regard, i.e., requirement that the product be collected within ninety (90) days. In the event that the Agreement ceases to apply after termination by one of the Parties and the Merchant has undelivered products, Collector has the right to declare the Purchase cancelled and thereby cancel the Invoice and Instalment Payment Service vis à vis the Customer.

29.5 Payments are to be made to the bank account specified by the Merchant. Worldline Nordics has the right to offset and deduct any Fees yet to be paid by the Merchant and other payments to be made to Worldline Nordics, from Worldline Nordics' Payments to the Merchant. If the funds available are insufficient for offsetting, the Merchant is obligated to pay such outstanding debt to Worldline Nordics within one (1) week of the Merchant receiving a written request from Worldline Nordics to do so. If such payment is not received, Worldline Nordics has the right to invoice the Merchant for such debt.

30 Complaints, returns and delivery requirements for Invoice and Instalment Payment

30.1 Regardless of the method of delivery, products and services purchased must be delivered to the person and address that has been approved by Collector during the credit check.

30.2 If the goods are delivered to a postal agent, the delivery point must be the delivery point that is closest to the Customer's approved address or within 10 kilometres of that address.

- a) The goods must be sent by trackable mail, i.e., by registered letter or with a tracking number.
- b) The logistics company must have security routines for their deliveries.
- c) In the case of a home delivery, confirmation of the delivery must be ensured by way of valid ID check and the recipient signing.
- d) If the delivery is picked up by a representative, the recipient's ID document must be presented, and the recipient's name registered.

- e) The details under sections 30.2 a) to 30.2 d) above must be documented and provided to Worldline Nordics upon request.
- 30.3 The Merchant undertakes to take full responsibility for any losses and/or costs incurred by Worldline Nordics as a result of cancellation or cancellation of Purchases, withholding of transaction price, defects in goods or services, delayed deliveries of acknowledgement of receipts for services, and any other claims and complaints coming from the Customer that depend on the actions of the Merchant or its subcontractor.
- 30.4 Worldline Nordics is entitled to exercise its right to offset or, if insufficient funds are available, reimbursement from the Merchant if costs have arisen as a result of (i) the goods or services being sent or delivered to an address not approved by Collector, (ii) the possibilities to claim or receive compensation for the Purchase are limited (e.g. when payment has already been demanded or the product has been sold to a third party), (iii) there is an ongoing dispute between the Customer and the Merchant based on a circumstance other than the Customer's unwillingness to pay, i.e. as a result of defective goods/services or a delivery has not been made, (iv) a Purchase has taken place where a claim is made against a company or against an individual who shares a financial interest with the Merchant, including group companies, employees or the Merchant's owners, (v) Purchases have been made where the customer has received cash, cheques or the like, (vi) the Merchant has not provided Worldline Nordics with the Customer's e-mail address and telephone number, (vii) the Merchant does not comply with the fraud provisions set out in these general terms and conditions, (viii) the Merchant commits a breach of this Agreement, (ix) the Customer exercises their legal right to withdraw, or the Merchant has granted an extended right to withdraw, (x) the Merchant has not used registered mail or trackable mail as provided for in these terms and conditions, or when the tracking number is not provided at Worldline Nordics' request, or, (xi) the Merchant uses terms and conditions vis à vis a Customer who does not comply with these terms and conditions.
- 30.5 If the Merchant accepts cancellation or revocation of Purchases for reasons other than mandatory legal provisions or for a reason outside the purchase agreement between the Merchant and the Customer, the Merchant is also obligated to compensate Worldline Nordics for any credit interest and handling fees not received from the Customer and other costs that Worldline Nordics may have incurred as a result. If it transpires that the Merchant has completed the Purchase with the incorrect use of information due to the Merchant not having checked the Customer's identity with due care and diligence, Collector has the right to cancel the Purchase. In such a case, Worldline Nordics has the right to exercise its right of offsetting and reimbursement.
- 30.6 The Merchant is obligated to inform Worldline Nordics without delay of any Purchase cancelled or revoked, as well as of all price discounts, partial refunds and other binding requirements from Customers.
- 30.7 Should Worldline Nordics be held liable to repay the purchase price to the Customer in full or in part, or to pay compensation or other type of payment to

the Customer as a result of the joint liability referred to in the applicable consumer protection legislation, the Merchant is obligated to reimburse Worldline Nordics in full for all costs incurred by Bamboo as a result.

30.8 The Merchant is not entitled to grant the Customer use of the Invoice and Instalment Payment Service to pay for a down payment, cash contribution or the like in order to obtain credit or take out a loan with the Merchant or a third party.

30.9 The Merchant must answer questions from Worldline Nordics regarding fraud cases within twenty-four (24) hours of being contacted by Worldline Nordics.

31 Tax consequences

Each Party shall bear sole responsibility for any value added tax (VAT) or other tax consequences incurred as a result of the Invoice and Instalment Payment Service.

32 Compensation for loss or damages

In addition to the liability clause found elsewhere in this Agreement, such as in section 25.4, the Merchant must reimburse Worldline Nordics for any credit interest and handling fees that have not been received from the Customer and any other costs that have been incurred by Worldline Nordics as a result of the Merchant accepting a termination or cancellation of a purchase agreement for reasons other than mandatory legal provisions or due to circumstances that are outside the purchase agreement between the Merchant and the Customer.

33 Transitional period

Until further notice, Collector, instead of Worldline Nordics, will be the party who is in contact with the Merchant and thus handling Payment to the Merchant of funds that have flowed in as a result of the Purchase. The rights and obligations attributed to Worldline Nordics in these terms and conditions (such as in sections 29 and 30) therefore apply to mutatis mutandis to Collector.

34 Other

34.1 The Merchant's online store must have, as a minimum, SSL protection. The Merchant may not store personal data that has been obtained for the credit decision in its own databases without having obtained the prior permission of the Customer.

34.2 The Merchant shall ensure that Collector's General Credit Terms applicable at any given time are available for the Customer to read upon request. The current version is available (in Swedish) at the following link: https://cdn.walleypay.com/terms/Terms_SE.pdf.

34.3 In cases where the Merchant intends to display marketing and advertising materials relating to the Invoice and Instalment Payment Service, such materials must be obtained from Worldline Nordics. Due to certain legal requirements pertaining to creditors, the Merchant's own materials may not be used for marketing.

- 34.4 According to the law governing the registration of certain creditors, the creditor must store credit documents and related details of the credit granting process for five (5) years from the date on which the credit became due for full payment. The provision also applies to marketing and advertising materials, and, for that reason, the Merchant must keep such materials on behalf of Collector for the prescribed period.
- 34.5 Worldline Nordics, Collector and the Merchant have the right to use subcontractors in their operations. Worldline Nordics, Collector and the Merchant have full responsibility for the work and actions of any subcontractors in the same way as they are responsible for their own work and their own actions.
- 34.6 Within the framework of the Invoice and Instalment Payment Service, Worldline Nordics will be processing the Customer's personal data on behalf of the Merchant as part of Worldline Nordics sharing them with Collector. For this reason, the Merchant and Worldline Nordics have concluded a personal data processing agreement which is annexed to, and forms part of, this Agreement. In the event of any conflict between the personal data processing agreement and the Agreement in general, the personal data processing agreement shall take precedence to the extent that the conflict concerns Worldline Nordics' processing of the Customer's personal data.

TERMS FOR DIRECT PAYMENT VIA SWISH

This section contains provisions relating to direct payment ("**Swish**"). The Merchant has the right to add Swish as an alternative means of payment provided that the Merchant notifies Worldline Nordics and otherwise fulfils the terms of this Agreement.

35 Contractual relationship for Swish

- 35.1 In order for the Merchant to be able to receive payment via Swish, 1) the Merchant must have signed an agreement with the Merchants bank (the "**Bank**") to receive payment via Swish and 2) the Merchant must provide a certificate issued by the Bank to Worldline Nordics.
- 35.2 The Merchant's contracting counterparty for the Swish is the Bank. If the Merchant has any questions about Swish, the Merchant should primarily contact the Bank.
- 35.3 The Merchant undertakes to immediately inform Worldline Nordics of significant changes in the relationship with the Bank concerning Swish and that may negatively affect Worldline Nordics, and furthermore whether the Swish agreement with the Bank has been cancelled (regardless of the reason).
- 35.4 The Merchant has the right at any time to cancel access to Swish through Worldline Nordics' Payment Service, whereby Worldline Nordics, upon the Merchant's notification, has the right to invoice the Merchant for the current month regardless of when such cancellation takes place.

36 Payment and fees for Swish

The Merchant will pay the applicable fee for Swish to the Bank in accordance with the agreement or other arrangement with the Bank. The Merchant will also pay fees once a month to Worldline Nordics for access to Swish as a payment method in the Merchant's online store.

37 Purchase, return, complaint and delivery requirements for purchases made via Swish

Please refer to the current agreement between the Merchant and the Bank for information on handling complaints, returns and delivery requirements for purchases via Swish.

TERMS FOR DIRECT PAYMENT VIA VIPPS

This section contains provisions relating to direct payment ("**Vipps**"). The Merchant has the right to add Vipps as an alternative means of payment provided that the Merchant notifies Worldline Nordics and otherwise fulfils the terms of this Agreement.

38 Contractual relationship for Vipps

38.1 In order for the Merchant to be able to receive payment via Vipps, the Merchant must contact Worldline Nordics to activate the service.

38.2 The Merchant's contracting counterparty for the Vipps is the Worldline Nordics. If the Merchant has any questions about Vipps, the Merchant should primarily contact Worldline Nordics.

38.3 The Merchant has the right at any time to cancel access to Vipps through Worldline Nordics' Payment Service, whereby Worldline Nordics, upon the Merchant's notification, has the right to invoice the Merchant for the current month regardless of when such cancellation takes place.

38.4 The Merchant undertakes to follow the terms for companies, teams and associations in the version they are at all times published at www.vipps.no/vilkar/vilkar-bedrift. These contain further information about the conditions the Merchant must follow in order to use Vipps as a means of payment. Worldline Nordics shall regularly inform the Merchant of important news and changes in Vipps' terms, in the manner and with the frequency that Worldline Nordics deems appropriate.

39 Payment and fees for Vipps

The Merchant will pay the applicable fee for Vipps to Worldline Nordics for access to Vipps as a payment method in the Merchant's online store.

40 Purchase, return, complaint and delivery requirements for purchases made via Vipps

Please refer to the Agreement between the Merchant and Worldline Nordics, for handling complaints, returns and delivery requirements for purchases via Vipps.

TERMS FOR DIRECT PAYMENT VIA MOBILEPAY

This section contains provisions relating to direct payment ("**Mobilepay**"). The Merchant has the right to add Mobilepay as an alternative means of payment provided that the Merchant notifies Worldline Nordics and otherwise fulfils the terms of this Agreement.

41 Contractual relationship for Mobilepay

- 41.1 In order for the Merchant to be able to receive payments via Mobilepay, the Merchant must contact Worldline Nordics to activate the service.
- 41.2 The Merchant's contracting counterparty for the Mobilepay service is Worldline Nordics. If the Merchant has any questions about Mobilepay, the Merchant should primarily contact Worldline Nordics.
- 41.3 The Merchant has the right, at any time, to terminate access to Mobilepay via Worldline Nordics. In this case, the Merchants need to notify Worldline Nordics in order to cancel access to Mobilepay via Worldline Nordics.

42 Payment and fees for Mobilepay

The Merchant will pay Worldline Nordics, as per their agreement, for the use of Mobilepay (the Merchant pays nothing to Mobilepay).

43 Purchase, return, complaint and delivery requirements for purchases made via Mobilepay

Please refer to the current agreement between the Merchant and Worldline Nordics, concerning the acquisition service, for information on handling complaints, returns and delivery requirements for purchases via Mobilepay.

COMMON PROVISIONS

This section contains provisions of a general legal nature applying to Worldline Nordics Payment Services as described above.

44 Prices

- 44.1 In consideration of the services which Worldline Nordics provides pursuant to the Agreement, the Merchant shall pay the prices and fees generally applied by Worldline Nordics from time to time and which are available in the application for connection to Worldline Nordics' Payment Services or in Worldline Nordics' written grant of the application.
- 44.2 Worldline Nordics may, at any time, change its prices and fees. Such changes shall enter into force not earlier than thirty (30) calendar days after notice to the Merchant. If the Merchant has not informed Worldline Nordics that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.

45 Payment terms and conditions

- 45.1 Payment by Merchant to Worldline Nordics of agreed prices and fees shall take place through Worldline Nordics making a deduction for the amount in connection with the payment routines terms that apply between the Parties. In case the net value is less than zero (0), the Merchant shall, upon Worldline

Nordics' request, settle the amount by crediting Worldline Nordics' bank account. Should none of the above payment options be possible for whatever reason, Worldline Nordics has a right to invoice the Merchant for any outstanding amount payable by Merchant, including the Recourse Claims.

- 45.2 If Worldline Nordics notices, at any given time, that Worldline Nordics' Financial Exposure or its credit risk in relation to the Merchant has increased, Worldline Nordics is entitled to change the payment terms with immediate effect in order for them to correspond to the higher Financial Exposure or credit risk. Worldline Nordics shall furthermore be entitled to request additional security if Worldline Nordics deems it necessary.

46 Term and termination

- 46.1 This Agreement shall be deemed executed on the day on which Worldline Nordics notify the Merchant in writing (email or regular post) that the application has been granted and that the Agreement has thus entered into force. The Agreement is valid until further notice, subject to thirty (30) calendar days' notice of termination by either Party.

- 46.2 In the event a Party is in material breach of its obligations under the Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect. In accordance therewith, Worldline Nordics shall *inter alia* be entitled to terminate the Agreement with immediate effect in the event the Merchant does not reimburse Worldline Nordics in accordance with section 45 or payment is not made pursuant to section 44.

- 46.3 Worldline Nordics shall also be entitled to terminate the Agreement with immediate effect: 1) *in the event* there is a change in the business, character or ownership of the Merchant and Worldline Nordics considers that this has or may have a negative effect on the business of, or risks to, Worldline Nordics under this Agreement; 2) *where* the Merchant or a person connected to the Merchant (such as *inter alia* a director, officer, employee, consultant or owner) is, or becomes, registered in a Special Register (as defined in section 51.5) or circumstances occur which constitute grounds for such registration; 3) *where* the Merchant is involved in, or otherwise associated with, criminal activity; 4) *if* the number or nature of disputed Transactions in Worldline Nordics' well-founded opinion deviates from what Worldline Nordics deems to be normal; 5) *where* the Merchant has provided incorrect, incomplete or misleading information; 6) *where*, in Worldline Nordics' reasonable opinion, the Merchant's payment ability can be called into question; 7) *where*, the Merchant is, or is deemed, insolvent for the purpose of any applicable law or regulation or admits its inability to pay its debts as they fall due or suspends making payments on any of its debts or commences negotiations with a view to rescheduling any its indebtedness; 8) *in the event* the Merchant fails (or Worldline Nordics reasonably consider it likely that the Merchant will fail) to perform any of its obligations towards the Cardholders in respect of its goods or services in any material respect; 9) *where* the Merchant is in material breach of the Instructions and/or Regulations and Worldline Nordics has made the Merchant aware of such breach but not rectified the breach within the time prescribed for it as communicated by Worldline

Nordics; 10) *where* the Merchant, in Worldline Nordics' reasonable opinion, through its behaviour or manner of conducting its business may or could damage Worldline Nordics' reputation; 11) *in the event* the Merchant repeatedly fails to respond in a timely manner to communicated requests for customer due diligence information by Worldline Nordics and Worldline Nordics, in its assessment, does not have adequate customer due diligence information pursuant to applicable regulations on measures to prevent money laundering and terrorist financing; 12) *where* any updated customer due diligence information provided by the Merchant does not comply with the policies set by Worldline Nordics, and the Merchant does not cure any such non-compliance within reasonable time after request from Worldline Nordics to do so; and 13) in accordance with any termination conditions set out in the Special Terms and Conditions.

- 46.4 Worldline Nordics shall be entitled to terminate the Agreement, without requirement of notice in accordance with section 46.6, if no Transactions have occurred at the Merchant's for a consecutive period of twelve (12) months.
- 46.5 Worldline Nordics reserves the right to deactivate the acquiring function without notice should the Merchant repeatedly fail to respond in a timely manner to communicated requests for customer due diligence information from Worldline Nordics. Subject to Worldline Nordics discretion, the deactivation may cease if the Merchant successfully submits the requested information to Worldline Nordics.
- 46.6 Subject to section 46.3, any notice of termination of the Agreement must be in writing and the notice may be sent by email. Section 53.11 shall apply to a notice of termination.
- 46.7 In the event the Agreement is terminated, irrespective of the reason therefore, the Merchant's sales against payment by Card pursuant to the Agreement shall terminate at the same time, which means that Worldline Nordics, in its turn, shall no longer be entitled or obligated to accept Transactions from the Merchant.
- 46.8 In the event the Agreement is terminated, irrespective of the reason therefore, the Parties remain liable for any and all Transactions effected on the basis of the Agreement prior to such termination.
- 46.9 Worldline Nordics continuously monitors whether the information that the Merchant has provided to Worldline Nordics, such as regarding the time that elapses between the time of payment by Card at the Merchant's store and the time of delivery/provision of the goods/services the payment concerns, correctly reflect the actual circumstances prevailing at any given time. It is the Merchant's responsibility to reasonably help facilitate such data reconciliation. The reconciliation referred to in the previous paragraph is primarily performed to ensure that the payment terms applicable between the Parties, any collateral provided to secure Worldline Nordics' right to payment, etc., 1) correctly reflect the actual circumstances, and 2) are also otherwise in compliance with Worldline Nordics' guidelines and Instructions. If the information provided by the Merchant deviates from the actual circumstances, Worldline Nordics has the right to take the necessary measures which in Worldline Nordics' opinion are

necessary to compensate for the discrepancy. Such measures may, for example, consist of Worldline Nordics requiring 1) the Merchant to provide a new or different security to safeguard Worldline Nordics' right to payment, or 2) the payment terms to be changed. If the Merchant does not accept the measures that Worldline Nordics requires on the basis of the previous paragraph, Worldline Nordics has the right to withdraw from the Agreement with immediate effect.

- 46.10 If the Merchant or its affiliate has entered into other payment services agreement with Worldline Nordics or an entity within the same group as Worldline Nordics, a breach or default by the Merchant under this Agreement will be deemed a breach or default under those other agreements, and a breach or default by the Merchant or its affiliate under any of those agreements will be deemed a breach or default by the Merchant under this Agreement. Worldline Nordics will have the right to set-off against any money owing by Worldline Nordics to the Merchant under this Agreement and any money owed to Worldline Nordics or its affiliate by the Merchant or its affiliate under any of those agreements.
- 46.11 In the event Transaction(s) or the Agreement conflict with financial sanctions issued by official regulatory bodies of, including but not limited to, the EU, UN, UK, US or by local authority applicable to Worldline Nordics, Worldline Nordics reserves the right to refuse the Transaction(s) or terminate the Agreement with immediate effect.

47 Limitation of Liability

- 47.1 Worldline Nordics shall only be liable towards the Merchant for any loss it has directly suffered, if it is finally judicially determined that Worldline Nordics has acted with gross negligence. However, Worldline Nordics shall not be liable under any circumstances for indirect loss, consequential loss, loss of goodwill, loss of profit, loss of potential business opportunities or for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction.
- 47.2 Worldline Nordics' aggregate liability under this Agreement shall under all circumstances be limited to EUR 10 000 (ten thousand euro) or an amount corresponding to the fees for the service withdrawn by Worldline Nordics, or otherwise paid to Worldline Nordics by Merchant, in the twelve-month period preceding the last event giving rise to the claim hereunder, whichever is the higher.
- 47.3 Any claim for compensation under this Agreement by Merchant towards Worldline Nordics must be presented in writing by the Merchant to Worldline Nordics immediately but no later than within forty-five (45) calendar days from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim, unless otherwise stated herein. Any claim towards Worldline Nordics will expire if it is not brought before court within in one (1) year from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim.

48 Reporting

- 48.1 The Merchant shall deliver the latest annual accounts (or similar information in case the Merchant is not obliged to prepare an annual report pursuant to Local

Law) to Worldline Nordics in Swedish, Danish, Norwegian or in English upon Worldline Nordics' request. Such information shall be provided without delay and in no event not later than within two (2) weeks from the time when it has been requested.

- 48.2 Furthermore, the Merchant shall without delay and in no event later than within two (2) weeks of Worldline Nordics' request, provide interim reports (e.g., biannual, and quarterly reports or similar information) and other information that may be relevant to the Parties under the Agreement, e.g., information significant for Worldline Nordics to determine the risk profile of the Merchant. The Merchant shall also provide up-to-date customer due diligence information upon Worldline Nordics' request.
- 48.3 The Merchant shall notify Worldline Nordics immediately in writing regarding changes relating to the composition of its company name, ownership structure, address, telephone and e-mail address, relevant account numbers, changes in branch affiliation and other circumstances which may be of significance under the Agreement.
- 48.4 A Party shall also notify the other Party immediately of events which may be assumed to affect, or will affect, all or parts of the co-operation pursuant to the Agreement. It is of particular importance that all planned changes in a Party's IT system which in any respect may be assumed to affect the co-operation are notified to the other Party immediately upon commencement of planning with respect to the changes.
- 48.5 Worldline Nordics shall regularly verify how the information which the Merchant has provided to Worldline Nordics, e.g., regarding the time which elapses between the date of payment by Card at the Merchant and the date for delivery/performance of the product/service to which the payment relates accords with the circumstances actually prevailing from time to time. The Merchant shall be obliged to assist, to a reasonable extent, in order to facilitate such verification.
- 48.6 The verification referred to in the preceding paragraph shall take place primarily to ensure that the payment terms and conditions and any security provided to secure Worldline Nordics' right to payment, etc., from time to time 1) correspond to the actual circumstances; and 2) are otherwise also in accordance with Worldline Nordics' guidelines and policies.

49 Force Majeure

- 49.1 Neither Party shall be liable for the failure to perform any obligation pursuant to the Agreement where such failure is due to a Force Majeure Event where such circumstances are beyond such Party's control which prevents or renders materially more difficult timely performance of its obligations.
- 49.2 Force Majeure Events shall include, inter alia, war, acts of war, terrorist actions, import or export prohibitions, natural disasters, restrictions on general public transport, deficiencies or delays in energy supplies or telephone connections, the actions or omissions of public authorities, DDos-attacks, computer viruses, new or amended legislation, orders or actions of public authorities, labour conflicts,

blockades, fire, flooding, loss of data, extensive losses or destruction of property or major accidents, as well as defects or delays in products or services from subcontractors as a consequence of circumstances stated above (each a “**Force Majeure Event**”). Labour conflicts shall be deemed to be Force Majeure Events irrespective of a Party’s role in such conflict.

49.3 In the event that a Party wishes to be released from its obligations under the Agreement by relying on section 49.1, such Party shall, where possible, notify the other Party thereof without undue delay.

49.4 In the event the performance of the Agreement is materially impeded for a period in excess of fifteen (15) Business Days due to a Force Majeure Event, either Party shall, without liability, be entitled to terminate the Agreement by giving thirty (30) calendar days’ written notice to the other Party.

50 Personal data

50.1 Within the scope of this Agreement, Worldline Nordics may process personal data. Such personal data may either relate to (i) the Merchant or the transactions related to the products and services provided, to be collected for customer due diligence purposes when the Merchant is boarded by Worldline Nordics as well as during the course of the business relationship, or (ii) the Card Holder as Card Information, when handling a payment transaction. Irrespective of the type of personal data, Worldline Nordics will process such personal data as data controller and will therefore be responsible and liable for the lawfulness of such personal data processing.

50.2 To the extent the Merchant conducts any personal data processing for its own purposes, the Merchant shall be considered data controller and be solely responsible and liable for the lawfulness of its personal data processing, including any disclosure to Worldline Nordics.

50.3 Each Party undertakes to comply with its obligations under applicable data protection laws, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) when processing personal data. Both Parties hereby also confirm that all personal data will be handled with care and in a confidential manner. Neither Party shall assume any responsibility for the other Party for any breach of such Party’s obligations under applicable data protection laws.

50.4 Section 50.1 shall not apply to data regarding Customers that are processed within the framework of the Invoice and Instalment Payment Service, which is set out in more detail in section 34.6.

51 Confidentiality and registration

51.1 The terms and conditions of the Agreement and any information about the Merchant shared with Worldline Nordics are confidential, except for any information accessible on Worldline Nordics’ website including these General Terms and Conditions, and the Parties shall not be entitled to disclose such information to any third party. Nor may either Party disclose to any third party

information regarding the other Party's business which may be considered a business or trade secret.

- 51.2 The Merchant agrees, however, that Worldline Nordics may, in accordance with duty of confidentiality of payment institutions, transfer such information as referred to in section 51.1 above to 1) companies within the same group as Worldline Nordics; 2) Card Schemes; 3) service providers with which Worldline Nordics co-operates in order to offer additional services, or to improve Worldline Nordics' services or to ensure the performance of the Agreement in respect of e.g., PCI DSS and other security issues; and 4) companies with which Worldline Nordics co-operates, such as referral partners, payment facilitators and Payment Service Providers.
- 51.3 The Merchant consents to that Worldline Nordics may disclose such type of information about the Merchant, and the Merchant's Transactions, that Worldline Nordics deems necessary including fraud data, dispute related data, issuer data to the parties listed in section 51.2 above. The Merchant also consents to that Worldline Nordics may disclose information which is necessary in order to connect the requested service, such as the company name, registration number, contact details, customer number and Merchant Category Classification (MCC) code, to terminal suppliers and other payment service suppliers.
- 51.4 Section 51.1 shall not prevent Worldline Nordics from disclosing such information as Worldline Nordics is required to disclose by law, government regulation settlement, requests from other acquiring banks, or an injunction from a competent authority or court. Nor shall section 51.1 prevent Worldline Nordics from sharing such information to other companies in the same group as Worldline Nordics in order to promote other Worldline Nordics products or services.
- 51.5 The Card Schemes may, from time to time, maintain registers (including monitoring systems) ("**Special Registers**") with respect to breaches of the type of agreement concluded by the Parties hereunder and/or which have been terminated due to breach of contract or for other similar reasons. Registration of the Merchant in Special Registers may take place due to inter alia the Merchant's breach of this Agreement or due to the Merchant having provided incorrect, incomplete or misleading information, e.g., upon execution of the Agreement.
- 51.6 Section 51 will survive the termination of this Agreement.

52 Assignment and Subcontractors

- 52.1 Neither Party may assign any of its rights and/or obligations pursuant to the Agreement to any third party without the other Party's written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions. Worldline Nordics may, however, without the consent of the Merchant, assign its rights and/or obligations to companies within the same group as Worldline Nordics.
- 52.2 Subject to the below sections, a Party may retain subcontractors without the other Party's prior consent. The Merchant shall, however, notify Worldline Nordics

immediately in the event such retention affects or could affect the Parties' co-operation pursuant to this Agreement.

52.3 If the Merchant intends to retain a subcontractor that may get access to Card Information in connection with Transactions, such subcontractor must be approved by Worldline Nordics in writing and in advance.

52.4 Each Party is responsible and liable with respect to all acts and omissions of its subcontractors or even if such subcontractor is also responsible towards the other Party.

53 Other

53.1 The current General Terms and Conditions and Instructions are available on the Worldline Nordics website (www.bambora.com). Worldline Nordics has the right to amend these General Terms and Conditions, the Special Terms and Conditions, and/or Instructions at any time without the prior approval of the Merchant. The Merchant is responsible for keeping itself updated with the current version. In case of significant changes, Worldline Nordics shall promptly and at least thirty (30) days prior to the change takes effect, provide the Merchant the new version of the General Terms and Conditions, the Special Terms and Conditions or Instructions and/or inform the Merchant of where they can be found.

53.2 If the Merchant does not accept such significant changes as set out in section 53.1, the Merchant is entitled to terminate the Agreement prior to the changes takes effect and without compensation. If the Merchant has not informed Worldline Nordics that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.

53.3 If any of the provisions in this Agreement conflicts with the Payments Act the Agreement shall prevail, provided that the Payments Act allows for the Parties to agree to that effect. For example, chapter 4 in the Payments Act shall not apply to this Agreement. Neither shall chapter 5, section 1, first paragraph; section 3, second paragraph; section 28-30; section 35-37; section 47; section 48, first to third paragraphs; section 49-53; section 54 first paragraph and chapter 5a, section 2-5; and section 6, first paragraph in the Payments Act.

53.4 In respect of the day-to-day co-ordination pursuant to the Agreement, each Party shall appoint a contact person whose name and contact details shall be notified to the other Party. On Worldline Nordics' behalf, this means Worldline Nordics Customer Support.

53.5 In the event the Agreement does not state the manner in which costs incurred as a consequence of the co-operation are to be borne or allocated, the Parties shall, upon taking a decision to carry out such a measure, also decide on the manner in which the measure shall be defrayed. In the absence of such a decision and where the Parties are unable to agree on the manner in which the costs shall be borne or allocated, and in the event the measure is nevertheless carried out the Party that chooses to carry out the measure shall also be solely liable for the cost thereof.

- 53.6 Other than as stated in the Agreement, the Parties shall not be entitled to represent each other or to use each other's trademarks, company names or know-how without the other Party's written consent. Such right of use does not create any rights and shall cease immediately upon the termination of the Agreement.
- 53.7 Headings in the Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.
- 53.8 Each Party shall within reasonable time notify the other Party about matters that affects, or could affect, the Parties' co-operation pursuant to this Agreement.
- 53.9 Each Party confirms that this Agreement (and any documents referred to herein) represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto.
- 53.10 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.
- 53.11 All messages in accordance with the Agreement shall be written and in Danish, Norwegian, Swedish or English, and handed over in person or through an internationally recognised courier firm or sent as e-mail. The Parties agree that Merchant's potential complaints may be responded in Swedish or in English and may be delivered as set out in this section. A written message that has been sent to a Party shall be deemed to have reached the other Party upon delivery, provided that when a delivery takes place outside working hours, the message shall be deemed to have been received by the Party concerned at the start of ordinary working hours on the next Business Day. In this regard, ordinary working hours shall mean 9 am to 5 pm.
- 53.12 Each Party shall ensure that those of its employees who are required to have knowledge of the Agreement are informed of the content of the Agreement.
- 53.13 If any provision of this Agreement is partially or in its entirety declared invalid, unenforceable or otherwise without binding legal effect due to mandatory law or government decision or regulation, the provision and other terms of the Agreement shall apply to the extent the law, decision or regulation allows.

54 Applicable law and disputes

- 54.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.
- 54.2 Disputes relating to the Agreement, its execution, interpretation and/or application or other legal relations connected to the Agreement shall preferably be resolved through negotiations between the Parties.
- 54.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, and which could not be resolved within thirty (30) calendar days pursuant to section 54.2 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

PERSONAL DATA PROCESSING AGREEMENT

This Personal Data Processing Agreement (“**the Processing Agreement**”) has been concluded between the Merchant (hereinafter “**the Data Controller**”) and Worldline Nordics (hereinafter “**the Data Processor**”). The Data Controller and the Data Processor are each separately referred to as “**the Party**” and jointly as “**the Parties**”. The Processing Agreement constitutes an appendix to the Agreement and only covers such processing of personal data that the Data Processor performs on behalf of the Data Controller within the framework of the Invoice and Instalment Payment Service. The Data Controller is the controller responsible for the processing of personal data covered by this Processing Agreement. The Data Processor assists with collecting personal data.

1 Document

This Processing Agreement consists of this main document and Sub-Appendix 1, Instructions and Sub-Processors.

2 Definitions

Any terms and definitions not defined in this Processing Agreement, or the Agreement shall have the same meaning as and interpreted in accordance with Applicable Legislation. For the purposes of this Processing Agreement, the following terms shall have the following definitions:

"GDPR" means Regulation (EU) 2016/679, as amended from time to time.

"Personal data" means the personal data (as defined in the Applicable Legislation) specified in Sub-Appendix 1.

"Applicable Legislation" means (i) the GDPR, and (ii) any applicable legislation supplementary to the GDPR.

3 Policies

3.1 The Data Processor shall process the Personal Data in accordance with the Processing Agreement, the Data Controller's written instructions and Applicable Legislation. The Data Controller is responsible and liable for the instructions, and the Data Controller's personal data processing in general, complying with the Applicable Legislation at all times.

3.2 The Data Processor may not process the Personal Data for any other purpose or in any other way than in accordance with the Data Controller's instructions. Sub-Appendix 1 shall be updated in the event that the Data Controller provides new or revised instructions.

3.3 Notwithstanding the above, the Data Processor has the right to take such measures as are necessary to fulfil its obligations under the Agreement and that fall under the objectives under Sub-Appendix 1.

3.4 In the event that the Data Processor considers that an instruction from the Data Controller is incompatible with the Applicable Legislation, the Data Processor shall refrain from following the instruction and inform the Data Controller thereof without undue delay and await updated instructions.

4 Security measures

4.1 The Data Processor shall take and at all times maintain the necessary technical and organisational measures to protect the Personal Data. The security measures must as a minimum ensure that the Personal Data are protected against destruction, alteration, dissemination and unauthorised access. Access to the

Personal Data must be logged in a way that is trackable.

4.2 The Data Processor shall ensure that (i) only persons authorised by the Data Processor, who need access to the Personal Data to fulfil the Data Processor's obligations under the Agreement, have access to the Personal Data, (ii) such authorised persons only process the Personal Data in accordance with this Processing Agreement, and (iii) each such authorised person has undertaken to observe confidentiality corresponding to the confidentiality obligation pursuant to this Processing Agreement regarding the Personal Data.

4.3 In the event that a system that processes Personal Data is the subject of a personal data incident and/or unauthorised access, the Data Processor shall notify the Data Controller without unreasonable delay. Such notification shall, if possible, contain as a minimum the information set out in Article 33 (3) of the GDPR.

5 The Data Processor's obligation to assist

The Data Processor shall, by technical and organisational measures and others, assist the Data Controller to fulfil the Data Controller's obligations to ensure that the data subjects can exercise their rights in accordance with the Applicable Legislation. The Data Processor shall furthermore assist the Data Controller regarding the Data Controller's obligations under Articles 32–36 of the GDPR.

6 Sub-Processors

6.1 The Data Processor may engage a third party to carry out the processing, or parts thereof, on behalf of the Data

Processor ("**Sub-Processor**"). In the event that the Data Processor intends to hire a new Sub-Processor, the Data Controller shall be given advance notification in writing and thereby be given the opportunity to express misgivings about the Sub-Processor. If the Data Controller has not expressed misgivings within ten (10) days of receiving such notification, the Sub-Processor may be engaged. The Data Processor is responsible for any Sub-Processors engaged as it is for itself. Any Sub-Processors engaged are listed in Sub-Appendix 1, which must be updated in the event of any changes in the Sub-Processors engaged.

6.2 The Data Processor shall conclude a written agreement with each Sub-Processor in which the Sub-Processor undertakes the same obligations as the Data Processor has undertaken under this Processing Agreement.

6.3 In the event that the Data Controller objects to a new Sub-Processor being engaged as provided for in section 6.1 above, the Data Processor shall refrain from hiring the Sub-Processor. If this is not practicable or commercially reasonable according to the Data Processor, the Data Processor shall have the right to either (i) receive compensation from the Data Controller for the additional costs incurred by the Data Processor as a result of the objection, or (ii) terminate this Processing Agreement with forty-five (45) days' notice.

7 Transfer to non-EU Countries

The Data Processor may only transfer Personal Data outside the EU/EEA, or hire a Sub-Processor to process Personal Data outside the EU/EEA, if the Data Processor can show that there are legal grounds for such transfer. At the request of the Data

Controller, the Data Processor shall provide documentation showing the applicable legal grounds for the transfer.

8 Audit

8.1 At the request of the Data Controller, the Data Processor shall once per calendar year provide the information and documentation necessary to prove that the Data Processor is acting in accordance with its obligations under the Applicable Legislation and this Processing Agreement.

8.2 If the Data Controller, despite having received information as set out in section 8.1 above, has reasonable documented grounds to assume that the Data Processor is not fulfilling its obligations under the Applicable Legislation or this Processing Agreement, the Data Controller has the right to perform an audit of the Data Processor's Personal Data processing by giving 30 days' written notice. The Data Processor shall assist the Data Controller and provide all such information as is necessary, as well as provide access to the necessary extent, in order for the Data Controller to carry out the audit. Each Party shall bear its own costs for such audit.

8.3 If a supervisory authority conducts an audit of the Data Processor, the Data Processor shall notify the Data Controller. The Data Processor does not have the right to represent the Data Controller during such audit.

9 Compensation

The Data Processor shall be entitled to compensation for costs and expenses incurred by the Data Processor due to (i) changes in the Data Controller's instructions, or (ii) the Data Processor's fulfilment of its obligations under

Paragraph 5 above. The Data Processor shall receive compensation for such measures as stated in the Data Processor's current price list for consulting services or, where applicable, an agreed consultancy price list.

10 Confidentiality

10.1 The Data Processor undertakes not to disclose or make available the Personal Data, or any information related to the Personal Data, to third parties. For the purposes of this Paragraph 10, "third party" does not mean Sub-Processors. This confidentiality obligation shall remain in effect after the termination of the Agreement.

10.2 Notwithstanding section 10.1, the Data Processor has the right to disclose such information if the Data Processor is obligated to do so by law, judgment or official decision. The Data Processor shall immediately, before the Personal Data is disclosed, notify the Data Controller in writing once such an obligation arises, provided that this is not prohibited under the Applicable Legislation.

11 Liability

11.1 Each Party's liability for damages under this Processing Agreement is governed by the Agreement.

11.2 Notwithstanding section 11.1 above, either Party (in accordance with Article 82 (5) of the GDPR) shall pay compensation to the other Party if the other Party has paid compensation to a data subject who has suffered losses as a result of a breach of the GDPR caused by processing that the first Party has been involved in. Compensation shall be equivalent to the first Party's share of the responsibility for the processing. In addition, the first Party shall also pay compensation to the other

Party for a fair and proportionate share of the costs incurred by the other Party to deal with the data subject's claim. The other Party shall without undue delay inform the first Party of the data subject's claim, in the event that it is probable that the first Party will have to pay compensation. The first Party shall be given reasonable insight into the documents exchanged between the data subject and the second Party regarding the claim for compensation and shall be given the opportunity to comment on the content of them.

11.3 To avoid doubt, administrative penalty fees as set out in Article 83 of the GDPR shall be paid by the Party who has committed the breach of the Applicable Legislation. Administrative penalty fees are not covered by the liability provisions of this Processing Agreement.

12 Return and erasure of the Personal Data

Once the Agreement expires, the Data Processor shall, at the request of the Data Controller, transfer the Personal Data to the Data Controller in a commonly available machine-readable format. The Data Processor shall erase the Personal Data no earlier than thirty (30) days and no later than sixty (60) days after the termination of the Agreement, unless otherwise required by applicable law.

13 Period of Validity of the Agreement

This Processing Agreement shall, regardless of the validity of the Agreement, enter into force when the Data Processor begins processing the Personal Data on behalf of the Data Controller, and shall end once the Data Processor has

deleted the Personal Data as stipulated in Paragraph 12 above.

SUB-APPENDIX 1, INSTRUCTIONS AND SUB-PROCESSORS

1 Instructions

All processing performed by the Data Processor must be carried out in accordance with these instructions. If the Data Processor processes Personal Data in violation of these instructions, the Data Processor shall be deemed to be the data controller for such processing.

	INSTRUCTIONS
Purposes of processing	The Personal Data are to be processed so that they can be shared by the Data Processor with the Data Processor's invoicing partner, when the data subject (the Merchant's end customer) has chosen to pay by invoice. The invoicing partner needs the Personal Data to grant credit and issue correct invoices.
What the processing entails	The processing consists of collecting the Personal Data and sharing it with the Data Processor's invoicing partner.
Duration of the processing	The personal data will be processed as long as the Agreement is valid
Categories of personal data	This can vary, but often includes the data subject's name, address, personal national ID number, goods purchased, amount owing, shipping method and e-mail address.
Categories of data subjects	The Merchant's end customers.

2 Sub-Processors

Name	Company registration number	Geographic location	Service description
Amazon Web Services, Inc.	4152954	Ireland	Hosting service
SFDC Sweden AB	556665-6814	Sweden	CRM
Infobip Ltd.	7085757	Germany	SMS service