1. Definitions

1.1 The words and expressions used and not defined in the body of these CMP Merchant Terms and the Agreement shall have the meaning set out in Appendix 1.

2. Applicability

2.1 These CMP Merchant Terms apply to and govern the relationship between Merchant and CMP from the moment of Merchant's Application for use of the CMP Services as a Merchant and, if so agreed, the purchase and use of Terminals as set forth in the Merchant Agreement or in the Order Form (the "Agreement"). Deviations from these CMP Merchant Terms only apply if they are agreed upon in writing.

2.2 The CMP Services are provided by CM Payments B.V., a Dutch private limited liability company, located at Konijnenberg 30, 4825 BD Breda which is registered in the commerce register in the Netherlands under number 62095757 (**"CMP"**). CMP is a payment institution licensed by the Dutch Central Bank (**"DCB"**) as can be verified here: https://euclid.eba.europa.eu/register/pir/search. Contact details of DCB can be found on www.dnb.nl (also available in English). In order to comply with the legal requirement to safeguard the funds entrusted by Merchant to CMP, CMP uses Customer Account Foundations (each a "Foundation") or any other legally permitted safeguarding accounts. DCB's supervision includes the supervision of the Foundations.

2.3 Merchant is the party identified in the Agreement. A Merchant shall only use the CMP Services in the performance of its profession or business and in particular not as a Consumer. Merchant expressly agrees that the articles, 7:522(3) 7:527, 7:529 of the Dutch Civil Code ('DCC') shall not apply to these CMP Merchant Terms, and Merchant agrees to this corporate opt-out.

2.4 The applicability of any general, purchasing or other terms and conditions used by Merchant, or any other terms and conditions not set forth in or referred to in the Agreement are hereby expressly excluded, provided that Parties each shall abide with the Rules as referred to in clause 2.6.

2.5 CMP is entitled to change these CMP Merchant Terms at any time. CMP will inform the Merchant of any material modifications. Unless a change results from legal, regulatory or tax requirements, Merchant has the right to object in writing within a month from the date of sending the modification notification. If the Merchant doesn't object in writing within a month from the date of sending the modification notification, the modifications to the CMP Merchant Terms shall be deemed to be accepted by the Merchant. If the Merchant objects, the previous CMP Merchant Terms shall remain applicable. However, CMP then alternatively has the right to terminate the Agreement with the Merchant by giving one (1) month written notice. To each Transaction submitted the version of the CMP Merchant Terms applicable at the time of such submission shall apply and shall be deemed accepted by Merchant. The applicable version of these CMP Merchant Terms is made available on and can be downloaded from CMP's website.

2.6 Specific Rules apply to specific payment methods. A Merchant requesting CMP to enable the acceptance of Payments with certain payment methods shall be aware, and CMP may deem Merchant to be aware of the

characteristics of and the risks related to those payment methods, in particular in regards of eCommerce activities.

2.7 Only if and to the extent, in the Agreement, Parties have agreed that CMP will provide Terminals, POS Payment Services and/or Tap to Pay Services to Merchant, the POS Section and/or Tap to Pay Section (as may be relevant) applies in addition to the CMP Merchant Terms.

3. The services of CMP

3.1 The CMP Services comprise of various service components Merchant can use in connection with the acceptance of Payments by Merchant, including:

- Payment Services that CMP is authorised to provide as a licensed payment institution and which CMP can make available for use by Merchant i.e. the acquiring of payment transactions - enabling Merchant to accept Payments - and the execution of payment transactions - making the Transfer and processing Refunds;
- technical services supporting the use of Payment Services ("Routing Services");
- Payment-Related Services; and
- any other services as Parties may agree in the Agreement ("Other Services").

3.2 The various components of the CMP Services may be provided as a stand-alone services, and further interact with services provided to Merchant by third parties which may be considered as Integrated Third Party Services.

3.3 Using the CMP Services, Merchant can accept Payments by presenting Transaction Information and Payment Methods to its Customers. If the Customer proceeds through and finalises the Payment Process of the Payment Method of the Customer's choice, the Transaction is submitted to the relevant party in the Payment Network and in response, a Status Report is provided, informing Merchant whether the Transaction is authorised, declined (or cancelled). Once a Transaction is authorized and being processed, Merchant has accepted the Payment and the Payment Funds will be Settled as described in clause 4. Merchant acknowledges and agrees that a provision of an authorized Status Report itself does not guarantee a Transfer to the Merchant.

3.4 CMP will not initiate nor execute any Payment on behalf of or upon instruction of the Customer. Merchant recognizes that CMP is not a party to the sales/purchase transaction concluded between Merchant and the Customer. CMP is not responsible for and cannot be held liable towards Merchants in respect of Payments which are or were not initiated or executed nor towards Customers or in respect of the goods or services for which the Payment is owed or (should be) made. CMP will refer complaints from Customers about the goods or services delivered or their Payment to Merchant for Merchant to resolve. Merchant may choose to take insurance from a third party to cover the risk of Customers not paying for delivered goods or services.

3.5 Upon authorisation of the Transaction, the Payment to Merchant may be accepted through CMP as: (a) Merchant's Principal Acquirer, or (b) as Merchant's Transferring Acquirer.

3.6 In certain circumstances the Payment is accepted through a third party Acquirer with direct contractual settlement and transfer obligations towards Merchant under a Direct Acquiring Agreement (the **"Direct Third Party Acquirer"**

). For Payments which are accepted and processed through Merchant's Direct Third Party Acquirer, the CMP Services are limited to the Routing Services. CMP will not Settle nor Transfer any funds in respect of Payments accepted through the Direct Third Party Acquirer. In case of discrepancies between the amount of funds of Transactions Authorised and the amount of funds settled or transferred by the Direct Third Party Acquirer, Merchant shall first contact the Direct Third Party Acquirer.

3.7 Whether a Payment is accepted and processed through CMP or a Direct Third Party Acquirer is either set forth in the Agreement or depends on the circumstances at the moment Merchant presents the Transaction information to its Customer and the moment the Payment is initiated, such as, but not limited to the availability of the Payment Network and certain Payment specific factors, such as, but not limited to, the place where Merchant or the Customer is located or where the Payment instrument is issued, the URL of the webshop or the currency of the Payment.

3.8 In respect of (i) Transactions for which the Payment Process has not been proceeded or finalised or for (ii) Payments which are accepted and processed through a Direct Third Party Acquirer, Merchant is only using CMP's Routing Services. In the latter case, the Routing Services are supporting Merchant's use of the Payment Services provided by the Direct Third Party Acquirer by:

3.8.1 transmitting, exchanging and recording Transaction Data and Status Reports of Payments to and from the relevant Payment Networks; and

3.8.2 where technically possible and to the extent agreed and authorised, reporting for the administration and reconciliation of Payments, if and as applicable.

3.9 Merchant can cancel a Transaction as long as Merchant did not receive a Status Report. The Transaction fee for a Transaction presented that is afterwards cancelled, will remain due.

3.10 Merchant may use products, services or applications provided by third parties through or in interaction with the CMP Services ("Integrated Third Party Services"). CMP is not responsible for any Integrated Third Party Services and Merchant's use of such Integrated Third Party Services is subject to additional terms, conditions, and policies provided to Merchant by the relevant third party. CMP does not warrant ongoing compatibility of the CMP Services with Integrated Third Party Services.

3.11 The Agreement or an order may include the sale, purchase and use of Terminals as agreed between Parties, in which case the Terminal Section of these Merchant Terms applies.

3.12 Upon written notice to the Merchant, CMP may limit or cease to provide a portion or all of its CMP Services to the Merchant in case such CMP Services are no longer supported by relevant Payment Method suppliers or in case CM is no longer authorised (for whatever reason) to offer the CMP Payment Service(s) in question.

3.13 For the avoidance of doubt, CMP will not Transfer any funds in case CMP has not received such funds from the Payment Network.

3.14 Merchant acknowledges and agrees that iDEAL Payment methods (also including the iDEAL in3 payment method) are subject to additional terms and conditions, supplementing the CMP Merchant Terms, listed in Appendix 3.

4. The CMP Virtual Balance

4.1 Merchant can, using the CMP Services accept Payments, the funds of which (**"Payment Funds"**) CMP shall Transfer to Merchant. At the same time, Merchant assumes certain payment obligations towards CMP. For the Settlement of these reciprocal payment obligations between Parties, a virtual balance is maintained for Merchant which operates as a current account position ('rekening courant verhouding') between Merchant and CMP (**"CMP Virtual Balance"**). Transfers and Refunds will be executed from the Settlement Balance available to Merchant.

4.2 The payment obligations of CMP towards Merchant comprise of:

- - the total aggregate Payment Funds; and
- - any amount due by CMP to Merchant in regards of Corrections.

4.3 The payment obligations of Merchant towards CMP comprise of:

- - the CMP Fees;
- - any Refund Amount;
- - any amount due by Merchant to CMP in regards of Corrections;
- - any Indemnified Amount; and
- - and any other amounts agreed to be due by Merchant to CMP under the Agreement.

4.4 Merchant authorizes CMP to Settle the amounts due by CMP to Merchant under the Agreement by deducting and setting-off the amounts due by Merchant to CMP under the Agreement, reserving, if applicable, any Secured Amount through the CMP Virtual Balance. The result is the Settlement Balance which is, if the amount is positive, due for Transfer in accordance with the Transfer frequency as set forth in the Agreement.

4.5 At no point in time Merchant's Settlement Balance may be negative. If the Settlement Balance is negative:

4.5.1 CMP may demand Merchant to replenish the amount required to bring the Settlement Balance to zero without undue delay;

4.5.2 CMP may, upon giving prior notice, based on Merchant's SEPA direct debit mandate collect from Merchant's bank account any amount required to bring the Settlement Balance to zero;

4.5.3 CMP may offset such negative Settlement Balance against the Secured Amount; and

4.5.4 CMP will not execute any Refunds for as long as the Settlement Balance is negative.

4.6 Unless otherwise agreed, the CMP Virtual Balance is maintained in EURO. Any payment obligation a Party incurs towards the other Party in another currency than EURO is converted and payable against the exchange rate current at the agreed date or the date on which the event in respect of which the payment obligation is incurred took

place.

4.7 No interest is due on any Settlement Balance due to Merchant.

5. Obligations of CMP

5.1 Throughout the duration of the Agreement, CMP will, with due care and skill and in accordance with Applicable Laws, the Rules, in accordance with, and as further specified in the Agreement:

- - provide access to the CMP Platform to establish and maintain the Integration;
- - provide information, documentation and support for the establishment of the Integration, testing and use of the CMP Services;
- - make the CMP Services available for use by Merchant as set forth in the Agreement;
- - Process Personal Data as set forth in clause 6.

5.2 Merchant acknowledges that the CMP Services are continuously being developed. If at any time, CMP wishes to make changes to the CMP Services, the components and their functionalities, CMP can make them, where feasible upon notice to Merchant, provided that the changes do not cause the CMP Services to deviate substantially from the originally contracted CMP Services or if the changes are made to enhance security or to avert security threats, to comply with new (interpretations of) Applicable Law or on demand of a supervisor with jurisdiction over CMP.

5.3 The Merchant acknowledges and agrees that CMP may share the data and/or information of the Merchant (and where relevant the data and/or information of the Customers) in connection with this Agreement with the Payment Network, competent authorities and/or relevant third parties to fulfil its legal and contractual obligations including without limitation customer due diligence purposes. Any such disclosure shall not be considered a breach of confidentiality obligations stipulated under clause 14.

6. Personal Data

6.1 In this clause 6, the following capitalized words are used with the meaning given to them in the GDPR: Controller, Processor, Processing, Data Subject, Data Breach, Special Categories.

6.2 CMP shall process Personal Data in the provision of its Services to Merchant. CMP processes Personal Data for the purpose of its activities as a payment institution, to comply with its legal obligations, exercising its rights as a Controller and its legitimate interests. Each Party shall be an independent Controller and shall comply with their obligations under GDPR and any related legislation. Additionally, Personal Data shall be considered Confidential Information at all times.

6.3 Merchant warrants that it shall adequately inform Data Subjects about the use of CMP's Services and that Merchant shares their Personal Data with CMP and its Affiliates in accordance with the CMP Merchant Terms and CMP's Privacy Statement. Merchant shall ensure that any Personal Data shared with CMP and its Affiliates, where applicable, meets the requirements under GDPR, including but not limited to the lawfulness of processing.

6.4 Both Parties shall comply with their obligations towards the Data Subjects. In case of requests originating from a Data Subject, Merchant hereby agrees to provide all relevant information to the Data Subject on the basis that CMP does not have a direct relationship with said Data Subject. In situations where CMP receives a request directly from a Data Subject, CMP will refer said Data Subject to the Merchant where appropriate.

6.5 Both Parties shall implement and maintain appropriate technical and organizational measures to ensure and to adequately safeguard the processing of Personal Data.

6.6 Merchant shall maintain complete and accurate records and information to demonstrate its compliance with the GDPR.

6.7 If Merchant's use of the CMP Services in respect of a Transaction is or remains solely limited to the Routing Services, CMP shall in that specific case act as the Processor of the Personal Data included in the Customer Data and processes such data on behalf and upon instruction of Merchant, and the Data Processing Addendum, as listed on: https://www.cm.com/en-gb/app/legal/pay-cm-payments/data-processing-addendum-dpa/ shall apply.

6.8 For the purpose of the Data Processing Addendum, Customer Data is the Personal Data included in the Transaction Data which varies per payment method as prescribed in the API/AKD Documentation.

7. Merchant's use of the CMP Services, start and term of the Agreement

7.1 CMP is a regulated payment institution and therefore is obliged, both before CMP can permit Merchant to use the CMP Services and on an ongoing basis during the term of the Agreement, to perform Customer Due Diligence (**'CDD'**).

7.2 Merchant may not use and CMP shall not make the CMP Services available for use by Merchant unless CMP has approved Merchant for use of the CMP Services based on CDD, as will be notified to Merchant. In the process of Merchant's Application or upon formal execution of the Agreement, CMP may permit Merchant to use the CMP Services subject to the Preliminary and Restricted Use Terms.

7.3 The Agreement becomes effective upon Merchant's Application, or on the date CMP has executed the Agreement. Unless otherwise agreed, and if not terminated earlier, subject to clause 17, the Agreement will be effective for an indefinite term and Merchant shall be entitled to terminate the Agreement at any time by giving a three (3) months written notice to CMP. In case an Initial Term has been agreed upon in the Agreement, the Agreement shall automatically renew for successive one (1) year terms, unless the Merchant provides CMP with a written notice of termination at least three (3) months prior to the expiry of the Initial Term or any extension term thereafter. CMP shall be entitled to terminate the Agreement without cause at any time by giving a three (3) months written notice to the Merchant.

7.4 To accept Payments with certain payment methods, it is required that Merchant is registered or contracted with another Principal Acquirer in the relevant Payment Network (**"Registration"**). The relevant payment methods shall

only be made available once the Registration has been successfully completed and only for as long as the Registration is valid. CMP will support, and Merchant shall reasonably cooperate so that CMP can support Merchant, to complete the Registration. Any costs charged by CMP to Merchant or to be reimbursed by Merchant to CMP in regards of the Registration will be agreed as CMP Fees in the Agreement. CMP will not be responsible for any decision of another Principal Acquirer to approve or reject Merchant or to terminate a Registration.

8. Preliminary and Restricted Use Terms

8.1 As agreed by Merchant in the process of Merchant's Application or if so agreed in the Agreement, the use by Merchant of the CMP Services is subject to the following additional conditions and restrictions:

8.1.1 Merchant shall promptly submit all information requested by CMP for the performance of CDD as requested in the process of Merchant's Application;

8.1.2 Merchant warrants it has taken note of appendix 2 to these CMP Merchant Terms, which lists the Prohibited Activity and Merchant warrants it is not engaged in any Restricted or Prohibited Activities;

8.1.3 Merchant acknowledges that a maximum preliminary use period of thirty (30) days applies (**"Preliminary Use Period"**).

8.1.4 Merchant acknowledges that Merchant's use of the CMP Services is restricted to the acceptance and processing of Payments resulting in not more than EUR 5,000 worth of Payment Funds (**"Payment Funds Threshold"**). This shall mean that CMP may disable Merchant's use of the CMP Services by blocking the ability to create and submit Transactions once the amount of Payment Funds exceeds the Payment Funds Threshold, in order to mitigate the financial risk of loss of Payments to Merchant.

8.2 Merchant hereby acknowledges that CMP is not obliged to make any Transfer to Merchant:

8.2.1 until Merchant's Application is completed and it is confirmed that Merchant is approved for the use of the CMP Services;

8.2.2 if, CMP concludes in its reasonable discretion at any time during the Preliminary Use Period, that there is no prospect that Merchant will be approved for use of the CMP Services; or

8.2.3 after expiry of the Preliminary Use Period.

8.3 In case Merchant is not approved for use of the CMP Services either before or upon expiry of the Preliminary Use Period, Merchant hereby acknowledges and agrees that CMP shallhave the right to dissolve the Agreement by sending an email message (**"Reject Message"**) to Merchant, reserving all other rights CMP may have, and without CMP incurring liability for Merchant's lost Payments or otherwise. In such case, any Settlement Balance resulting from accepting and processing Payments until the date of the Reject Message will be Corrected and CMP will return, to the extent possible, the Payment to the Customer.

8.4 Merchant acknowledges that its use of the CMP Services during the Preliminary Use Period is connected to the risk, controlled and borne by Merchant, to lose the Settlement Balance up to an amount equal to the Payments processed via CMP, while having delivered the goods or services which were the subject of the sale/purchase Transaction. Merchant hereby acknowledges and agrees that CMP's liability for any such damages is excluded.

9. Terms of Use for Merchants

9.1 All use by Merchant of the CMP Services is subject to the Terms of Use set forth in this clause 9.

9.2 Representations and warranties.

Merchant represents and warrants that:

9.2.1 it is duly authorised to enter into the Agreement and to lawfully fulfil its obligations hereunder;

9.2.2 it uses the CMP Services for the purposes of its profession or business (and not as a Consumer);

9.2.3 the individual acting on Merchant's behalf when accepting the CMP Merchant Terms or executing the Agreement is duly authorised to represent Merchant;

9.2.4 the individual acting on Merchant's behalf when registering a Merchant Profile or using the CMP Services (for instance by submitting Refund instructions), is duly authorised to act on Merchant's behalf;

9.2.5 has and will maintain all the permits and/or authorisation required to conduct its business;

9.2.6 it will not use the CMP Services for fraudulent, unlawful or abusive purposes or for any goods or services listed on the Prohibited Activity list;

9.2.7 none of its ultimate beneficial owners, legal representatives or relations (meaning any person involved in CMP Services or Transactions) are identified on sanction lists;

9.2.8 it is not aware of any circumstances that prevent its performance hereunder or that would constitute a breach of obligations to any third party;

9.2.9 all CDD information provided by the Merchant to CMP is true, correct and complete at the date it was provided; and

9.2.10 it is authorised to make the pledge as set forth in respect of the Secured Amount in clause 12 and that any such Secured Amount is or will be free of rights and claims from third parties.

9.3 Obligations.

Merchant shall:

9.3.1 comply with all Applicable Laws; in particular those in respect of eCommerce those relating to distant selling, consumer protection, geo-blocking and privacy;

9.3.2 comply with the Rules;

9.3.3 perform all Merchant's obligations under the Agreement;

9.3.4 perform all contractual, legal and regulatory obligations it has towards its Customers;

9.3.5 comply with any reasonable instructions and directions of CMP to shape and enhance Merchant’s sales and delivery process;

9.3.6 provide, without undue delay, all requested information and documents for CMP's performance of (ongoing) CDD;

9.3.7 notify CMP without undue delay as soon as a UBO, legal representative or relations (meaning any person involved in CMP Services or Transactions) of Merchant gets identified on a sanction list; and shall notify CMP without undue delay as soon as a UBO or legal representative of Merchant gets identified, is recognized or shall be treated as a PEP;

9.3.8 use the CMP Services and ensure CMP is provided with Transaction Data in accordance with the API & SDK Documentation and any replacement or supplementary guides, addenda, notices or approvals that CMP may make available or direct to Merchant from time to time;

9.3.9 remain responsible (even after termination of the Agreement) for all Chargebacks and Refunds concerning all Payment methods;

9.3.10 only make Refunds using the Payment method and the Payment instrument by and with which the original Payment was executed;

9.3.11 notify CMP of any changes in ownership, financial conditions, business, the goods or services Merchant provides, the sales channels, locations and all other circumstances which can reasonably be considered to adversely affect CMP or Merchant's use of the CMP Services;

9.3.12 pay all relevant taxes in relation to its business and in particular to the sale of its goods or services in respect of which Merchant has accepted Payment using the CMP Services;

9.3.13 respect the intellectual property rights of third parties with regards to the goods and/or services Merchant provides to its Customers;

9.3.14 keep any access credentials (such as Username, password and digital certificate) to the Platform, for use of the CMP Services confidential and shall notify CMP without undue delay in case Merchant determines or believes unauthorised use is made of the access credentials issued to or used by Merchant, while taking all reasonable measures to prevent further misuse;

9.3.15 for eCommerce Transaction, present its web site and apply sales processes in such a way that it is clear who Merchant is, where Merchant is located, how Merchant can be contacted, for complaints and questions and what Merchant's policies for returns and privacy are;

9.3.16 for direct debit Transactions, obtain its Customer's consent and authorization to debit the relevant amount from their account, as well as to provide CMP with all required data and documentation to process the transaction, including but not limited to the mandate;

9.3.17 in case it is engaged in any of the following activities – gambling industry, travel industry and/or foreign exchange broker – it shall comply with all additional requirements stated in Applicable Laws, Rules, as well as with any (other) requirements provided by CMP; and

9.3.18 cooperate, at no charge, with CMP's or any related third parties' reasonable request for information or assistance related to the activities performed under the Merchant Agreement.

9.4 Prohibitions and restrictions.

Merchant shall not:

9.4.1 use the CMP Services to accept payments for goods or services for or on behalf of a third party;

9.4.2 without CMP's prior permission change the goods or services in respect of which Merchant uses the CMP Services;

9.4.3 without CMP's prior permission change the region or countries where Merchant offers the goods or services in respect of which Merchant uses the CMP Services;

9.4.4 indicate a preference for a certain Payment method, apply charges to the Customer or prescribe financial, discriminatory or other thresholds in respect of the way Customers wish to pay;

9.4.5 do anything, which could adversely affect the services of CMP, CMP's reputation or goodwill of CMP or would cause CMP to be in breach of Applicable Laws or the Rules;

9.4.6 engage in any behaviour or activities that could in any way harm, impose a disproportionately or unreasonably large load on the technical infrastructure of or systems used for the provision of the CMP Services, disrupt or cause malfunctions to the CMP Services or otherwise bring the CMP Services into disrepute;

9.4.7 transmit or allow or have a third party transmit any worms, viruses, Trojan horses, self-destruct functions or similar disabling code or mechanism, or any other malware, disruptive or harmful software or data through Merchant's use of the CMP Services; and 9.4.8 try to obtain any unauthorized access to the CMP Platform, CMP Services, associated servers, networking systems, services, or data of CMP, or any of the other parties using or connecting to the CMP Platform.

9.5 Characteristics of Card Payments.

Merchant herein is made aware that:

9.5.1 A Payment made by Credit Card (a **"Card Payment"**) is based on a credit card Acquirer's assumption of the payment obligation of the cardholder on the basis of credit;

9.5.2 even though a Card Payment may be authorised through the CMP Services, it can be made subject to Chargeback which will cause a reversal of the Payment after it was settled through the CMP Virtual Balance and

even after Transfer was made. As such, the authorisation of a Card Payment is not a warranty for Transfer of the Payment Funds of that Card Payment to Merchant whereas Merchant is obliged to deliver the goods or services which were the subject of the Transaction upon or without undue delay after the moment of authorisation (unless Parties agreed otherwise in writing). Merchant may not require a Customer to dispose of its Chargeback rights. Merchant is responsible and indemnifies CMP for Chargebacks under clause 11. The risk of losing both the goods or services sold and delivered and Payments as a result of Chargebacks is for Merchant's account, provided that CMP properly performed its obligations under the Agreement and without prejudice to any shift of liability as a result of Merchant's part-taking in a card scheme program to that effect (e.g. 3DS, which is applied by default) or use of Other Services or any third party Services to that effect.

9.5.3 Special rules apply for the protection of Card Data under the Payment Card Industry Data Security Standards (**'PCI DSS'**) to which CMP and Merchant shall adhere as set forth in clause 10.

9.5.4 Card schemes operate control programs to monitor Merchant behaviour and activity; Fines may be levied for Merchant's violation of the Rules and, if a violation of the Rules is the reason for termination of the Agreement, such will be noted in the programs for review by other providers of Payment Services affecting Merchant's reputation;

9.5.5 Merchant's performance towards the Customer and any interaction Merchant undertakes with other third parties (e.g. another third part providing services to Merchant, (e.g. a courier) may affect the course of a Card Payment, meaning that, Merchant can substantially control a Customer's satisfaction and prevent Payments being made subject to Chargeback; and

9.5.6 the CMP Services CMP can provide as a Principal Acquirer of Card Payments are based on CMP's acquiring licence covering Europe, and in respect of Payments where the Customer’s payment service provider is located outside the European Union, cross-border fees may apply, them being the sole responsibility of the Merchant.

9.6 **Other Reversable Payment Methods.** What is described in clause 9.5.2 about Chargeback and Card Payments, similarly applies under the Rules of certain other Payment Methods (**“Reversible Payment Methods"**). Whether or not a Payment Method is a Reversible Payment Method, will appear from the agreed Chargeback fees.

9.7 In these CMP Merchant Terms references are made to the Rules. The Rules are substantial and may vary per Payment method. The Agreement, these CMP Merchant Terms and the API/SDK Documentation are, to the best of CMP’s ability, aligned with the Rules, but they’re not reflecting all of them. It is Merchant's own responsibility to inform itself about the Rules and to comply with them as relevant. In case of inconsistencies between the Rules and these CMP Merchant Terms, the Rules should prevail, but shall not diminish CMP’s rights and/or Merchant’s obligations under the Agreement. CMP may make information about the Rules available on its website or through other communication.

9.8 Compliance with the Agreement and notably the CMP Merchant Terms set forth in this clause 9 is pivotal in Merchant's use of the CMP Services. Merchant’s violation of the CMP Merchant Terms and its further performance under the Agreement is directly associated with claims CMP will have under the indemnity provided by Merchant under clause 11 and CMP’s right to terminate the Agreement or to suspend the performance of CMP’s obligations, as set forth in clause 16.

10. PCI DSS and the security of Card Data

10.1 Card data stored or processed by or on behalf of Merchant shall be stored and processed securely and in accordance with PCI DSS. Any Card Data Merchant may obtain from a Customer in connection with a Card Payment shall solely be used for the purpose of the acceptance and processing of that Card Payment or in connection with a Card Payment previously accepted and processed.

10.2 Depending on the type of Integration, Merchant shall achieve and maintain the appropriate level of PCI DSS compliance and renew its PCI DSS compliance on an annual basis. Merchant shall provide proof of such compliance upon CMP's reasonable notice. Furthermore, Merchant shall cooperate in or provide answers to questionnaires as CMP may require.

11. Merchant's indemnity

11.1 Merchant's violation of the CMP Merchant Terms or other failure to perform its obligations under the Agreement may cause Chargebacks, Chargeback Costs, Fines and other claims regulators, the Payment Networks, Customers, tax authorities or any other third party may direct to CMP. Merchant herein indemnifies CMP and shall hold CMP harmless for and against:

11.1.1 any Chargebacks, Chargeback Costs, Fines (CMP may pass on Fines at 110% to cover its administrative costs); and

11.1.2 any costs, expenses, losses or damages incurred by CMP as a result of, arising directly or indirectly out of, or in connection with claims from any third party directed towards CMP alleging Merchant's violation of the Terms of Use or of obligations Merchant has hereunder or towards them; and

11.1.3 any costs incurred by CMP made in connection with the collection of any amount due and payable to CMP.

11.2 The amounts due and payable by Merchant under the indemnity obligation of clause 11.1 shall be referred to as the "Indemnified Amount".

12. Collateral

12.1 As security for the performance of Merchant's payment obligations and to cover for any (future) risks relating to Merchant's use of the CMP Services and any Indemnified Amounts which cannot be Settled as described in clause 4 without resulting in a negative Settlement Balance, CMP may apply a Secured Amount by:

12.1.1 instructing Merchant to deposit a certain amount into a bank account designated by CMP

12.1.2 withholding an amount or percentage of the Payment Funds; or

12.1.3 delaying the Transfer of the Settlement Balance Due to Merchant by a certain period (**"Transfer Delay"**).

12.2 Merchant may expect that a Transfer Delay will apply in respect of any Payment Funds resulting from Payments accepted through the CMP Services for goods or services in respect of which an Extended Delivery Period is agreed. The Transfer Delay in such case will, as a minimum equal the Extended Delivery Period.

12.3 Merchant agrees to comply with CMP's request for a Secured Amount. The Secured Amount is reserved and CMP may use the Secured Amount to set-off the CMP Fees, any Refund Amount, any Indemnified Amount and any other amounts agreed to be due by Merchant to CMP under the Agreement, in cases wherein Settlement through the CMP Virtual Balance as described in clause 4 results in a negative Settlement Amount Due to Merchant.

12.4 CMP may determine and adjust the Secured Amount or Transfer Delay and the period during which any Secured Amount shall be reserved in its sole discretion. Generally this time equals the period during which the Payments can be made subject to Chargeback in accordance with the Rules, after the expiry of which period the Secured Amount the remaining balance will be Transferred to Merchant.

12.5 In order for CMP to exercise its rights under this clause 12, Merchant grants CMP a disclosed first priority lien in and security interest on and pledges any: 12.5.1 present or future Payment Funds to establish a Secured Amount as set forth in clause 12.1.1 or clause 12.1.2 ; and 12.5.2 present or future Secured Amounts to use as agreed in clause 12.3.

12.6 Merchant herein irrevocably authorizes CMP to, with the right of substitution, pledge such funds to CMP in the name of Merchant, if necessary repetitively, and to do everything that serves the pledge. CMP hereby accepts such rights.

12.7 No interest is due on any Secured Amount.

12.8 This clause 12 shall survive termination of the Agreement and shall terminate solely upon all (future) obligations by Merchant under this Agreement have been fully discharged.

13. Fees

13.1 In return for Merchant's use of the CMP Services and the provision of Terminals by CMP (if any), Merchant shall pay to CMP the CMP Fees as set forth in the Agreement. Unless otherwise agreed, CMP Fees are stated in Euros excluding VAT and excluding any other relevant taxes. The Merchant shall be charged for all Transactions and related CMP Services that are sent to or from and received by the CMP Platform. The applicable fees are listed on the CM.com website. The billing period of the CMP Platform is based on CE(S)T time zone. The fees shall be calculated by reference to the records of CMP, and not by reference to any record of the Merchant.

13.2 One-off fees are due and payable once the Agreement has become effective, or, for Terminals, upon Merchant's order. Recurring fees are charged in advance of the recurring period they apply to. Fees charged in respect of Transactions and Payments are due and payable the moment the Transaction was created and submitted and, in respect of the CMP Payment Services once the Payment is accepted and processed. Unless otherwise agreed, the CMP Fees per Transaction for Card Payments are blended fees; if no differences are shown with regards to interchange fees which may vary depending on the categories of the Cards (credit, debit, commercial). At any time, Merchant may request CMP to provide a statement of expected interchange fees, merchant service charge and other cost splits, which CMP will provide without undue delay.

13.3 Without prejudice to CMP's rights under clauses 13.4 and 13.5, CMP is entitled to adjust the CMP Fees by giving at least one month' written notice to Merchant.

13.4 The CMP Fees are determined based on one or more of the following factors: monthly volume, average value,

value and risk factors as estimated in the pre-contractual phase or the Agreement. Changes in these factors, whether or not reported by Merchant, entitle CMP to adjust the CMP Fees, if relevant with retro-active effect from the moment the changes became apparent.

13.5 CMP is entitled to adjust the CMP Fees with immediate effect in case the cost of the CMP Fees increased due to circumstances beyond the reasonable control of CMP and/or due to the fee changes applied by any party in the Payment Network.

13.6 Unless otherwise agreed, Merchant will pay the CMP Fees through the CMP Virtual Balance as described in clause 4.

13.7 Any invoice Merchant may receive from CMP shall be due within fourteen (14) days of the invoice date. If another payment condition is explicitly stated on the invoice, the payment term stated on the invoice shall apply.

13.8 Any payments due by Merchant which remain unpaid for longer than the payment term agreed herein, is subject to statutory commercial interest on the outstanding amount without requiring any reminder or notice of default.

13.9 In case CMP is requested to provide CMP Services that are not specified in the Agreement, CMP shall apply the rate which is standardly applicable to such CMP Service.

13.10 CMP shall have the right to index the fees annually on the basis of changes in the consumer price index (CPI) over the past year. The indexation will be notified by CMP by simple notification and/or on the invoice to Merchant.

14. Confidentiality

14.1 Parties shall maintain the confidentiality of all Confidential Information both during the term of the Agreement and thereafter, and shall not, without the other Party's prior written consent disclose any Confidential Information to any third party in any manner.

14.2 A Party receiving the Confidential Information (the “Receiving Party") shall not use the Confidential Information for purposes other than in direct relation with the Agreement. The Party that discloses the Confidential Information is herein referred to as the “Disclosing Party”. The Receiving Party shall treat the Disclosing Party's Confidential Information with at least the same degree of care as it would use in respect of its own confidential information of similar importance, but in any event a reasonable level of care.

14.3 In particular, the Receiving Party may disclose Confidential Information to its Affiliates, directors, officers, employees or other representatives only on a need-to-know basis. Prior to the disclosure of the Disclosing Party's Confidential Information to such persons, the Receiving Party shall inform each such person of the confidential nature of the Confidential Information and shall require that the person expressly agrees to treat the Confidential Information as provided in the Agreement. The Receiving Party shall be liable for any breach of this Agreement by such person.

14.4 The restrictions and obligations in this clause 14 shall not apply to the Disclosing Party’s Confidential Information, which:

14.4.1 is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party;

14.4.2 was received by the Receiving Party from a third party not bound to any confidentiality obligation; or

14.4.3 was in the possession of the Receiving Party prior to disclosure or is developed independent from such Confidential Information, as is shown by competent evidence.

14.5 In case the Receiving Party must disclose Confidential Information of the Disclosing Party by virtue of a court order or statutory duty, the Receiving Party shall be allowed to do so, provided that it shall without delay inform the Disclosing Party in writing of receipt of such order or duty and enable the Disclosing Party reasonably to seek protection against such order or duty.

14.6 Upon termination of the Agreement each Party shall without delay return all their copies, samples and extracts of, and all other physical media containing, the other Party's Confidential Information and delete or destroy (and have deleted or destroyed) all automated data containing the other Party's Confidential Information.

15. Intellectual Property Rights

15.1 No rights are granted to Merchant other than as expressly set forth in the Agreement. CMP reserves all right, title, and interest in and to the CMP Platform and CMP Services, the underlying technology and code, and all enhancements, adaptations, improvements, or modifications to the foregoing whether developed during or independent of the Agreement and all Intellectual Property Rights associated therewith.

15.2 Where not used as part of the CMP Services, Merchant shall use and display any of the logos or trademarks of CMP, the Payment methods or the Payment Networks only on Merchant's promotional materials and website, strictly in conformity with CMP's instructions to indicate that it can accept Payments with the related Payment method.

15.3 Any use of logos of the Payment methods or Payment Networks shall comply with the standards and other requirements as may be in effect from time to time.

15.4 Merchant hereby grants to CMP the right and permission to use Merchant's name, trademark(s) and company logo in marketing, sales, financial, and public relations materials, and other communications of CMP to identify Merchant as a client of CMP. Subject to CMP' s prior written approval, CMP hereby grants to Merchant the express right to use CMP's name and logo solely to identify CMP as a provider of CMP Services to Merchant. All goodwill and improved reputation generated by Merchant's use of CMP's name and logo inure to the exclusive benefit of CMP; and all goodwill and improved reputation generated by CMP' s use of Merchant's name and logo inures to the exclusive benefit of CMP. Other than as expressly stated herein, neither Party shall use the other Party's name(s), marks, logo's, URL's, or specifications without the prior written permission of the other Party.

15.5 Parties shall discontinue the display of logos and trademarks hereunder upon the termination of the Agreement.

16. Audits

16.1 Merchant shall permit CMP or third parties commissioned by CMP or a relevant party in the Payment Network

to inspect Merchant' business premises to audit Merchant's performance under the Agreement, in particular Merchant's PCI DSS compliance and Merchant's compliance with GDPR.

16.2 Merchant shall assist in and facilitate such audits without limitation and at its own expense and to the required degree.

16.3 Merchant shall procure that any such audits can also be conducted directly in relation to (and at the business premises of) any technical service providers or other sub-contractors which Merchant has engaged for the performance of Merchant's obligations under the Agreement.

17. Termination of the Agreement, suspension

17.1 CMP has the right to terminate the Agreement with immediate effect, without incurring any liability, if:

17.1.1 Merchant's bankruptcy or suspension of payment is applied for or if its dissolution or liquidation or any other similar procedure is commenced;

17.1.2 making the CMP Services available for use by Merchant causes CMP to act in violation of Applicable Laws;

17.1.3 an authoritative party in the Payment Network or a governmental or supervisory authority instructs or advises CMP to terminate the Agreement;

17.1.4 the Settlement Amount Due to Merchant is negative and the deficit is not replenished without undue delay;

17.1.5 it is determined during an audit as meant in clause 16 that Merchant is not performing its obligations under the Agreement;

17.1.6 the number of Chargebacks or Refunds deviates substantially from the average CMP may reasonably expect in Merchant's area of business or CMP otherwise receives a remarkable number of complaints about Merchant;

17.1.7 Merchant uses or has used the CMP Services in violation of the representations and warranties given by Merchant and the prohibitions under the CMP Merchant Terms;

17.1.8 Merchant stops or has not started using the CMP Services and has not been submitting Transactions for six (6) months or longer; and/or

17.1.9 Merchant uses or has used the CMP Services in violation of the obligations of Merchant listed in clause 9.3 of the CMP Merchant Terms and Merchant, after notification by CMP giving an opportunity to remedy the violation, failed to remedy or repeated or continued the violation, provided that CMP may suspend the performance of its obligations during the remedy period provided.

17.2 Furthermore, CMP may suspend the performance of all or a part of CMP's obligations under the Agreement if:

17.2.1 CMP needs to further investigate the circumstances potentially giving rise to termination;

17.2.2 CMP reasonably believes the interests of CMP or a third party requires or advises CMP to do so;

17.2.3 CMP reasonably believes that a Transaction or Payment is subject of money laundering or terrorism financing;

17.2.4 CMP reasonably believes that a Payment is executed without the Customer's consent or otherwise fraudulently;

17.2.5 an authoritative party in the Payment Network or a governmental or supervisory authority instructs or advises CMP to suspend the Merchant;

17.2.6 the Merchant has failed to provide CMP with requested information, including but not limited to CDD documentation;

17.2.7 CMP reasonably believes that Merchant is being dishonest;

17.2.8 CMP has reason to believe that a negative Settlement Balance will result from the use of the CMP Services; and/or

17.2.9 CMP's integrity and/or reputation is affected or threatened in any way.

17.3 Without limiting CMP's rights stipulated under clause 17.1, in case the Merchant fails to remedy the grounds for suspension mentioned in clause 17.2 within a reasonable time frame (as determined by CMP), CMP shall have the right to terminate the Agreement with immediate effect.

17.4 CMP's suspension of the performance of its obligations under the Agreement may include that CMP block Merchant's access to the CMP Platform, CMP disconnect from the Integration, CMP disable Merchant's ability to create and submit new Transactions, CMP cancel Transactions, reject or return Payments and to withhold and delay the Transfer of the Settlement Balance Due to Merchant, without incurring any liability towards Merchant in connection with the suspension. CMP shall, where feasible and legally permitted notify Merchant of any suspension without undue delay.

18. Limitation of liability

18.1 Under no circumstances shall CMP be liable to Merchant for any loss of profits or lost revenues, business interruption or loss of business information, production failure, impairment of other goods or otherwise, indirect, incidental, special, consequential or exemplary damages arising from this Agreement, even if it has been advised of the possibility of such damages.

18.2 Subject to clause 18.1, the total liability of CMP due to attributable failure to perform its obligations under the Agreement, in tort or based on any other legal theory is limited to compensation of the damages up to an amount equalling the total aggregate amount of CMP Fees paid or payable by Merchant during the twelve (12) months that are immediately preceding the event, act or omission upon which CMP's liability is predominantly vested. A series of damage events counts as one (1). Under no circumstances will the total compensation for damages exceed fifty thousand Euro (€50,000.00 Euro).

18.3 Nothing in the Agreement intents to exclude or limit the liability of CMP for damages incurred by Merchant due to wilful intent or gross negligence of CMP.

18.4 Each Party shall be liable to the other Party for the acts or omissions of any agent or subcontractor, whether or not used with the consent of the other Party and the Party appointing an agent or subcontractor shall ensure that the relevant provisions of this Agreement are reflected and enforced in its arrangements with each agent and

subcontractor.

18.5 The parties in the Payment Network are not agents, sub-contractors or auxiliary persons of CMP and CMP is not liable in respect of damages incurred by Merchant due to the acts or omissions of such parties.

19. Force Majeure

19.1 Neither Party shall be liable for any delay in failure to perform its obligations under the Agreement if that delay or failure arises directly or indirectly through a Force Majeure Event.

19.2 For the purposes of this clause 19, a “Force Majeure Event” means an event, accident, omission or act, the occurrence of which is beyond CMP’s reasonable control, including (without limitation) war, explosions, fires, floods, tempests, earthquake, insurrection, riot, civil disturbance, rebellion, strike, lock-out, labour disputes or strikes, failures in public supply of electrical power or public telecommunications equipment, failure of any machine, data processing system or transmission link beyond the CMP’s sphere of influence and change of Applicable Law and Rules, or revocation of licence of any civil authority.

19.3 If CMP cannot perform its obligations under the Agreement as a result of force majeure for a period of more than four (4) weeks, Merchant shall have the right to terminate the Agreement with immediate effect without CMP incurring any liability towards Merchant in respect of such termination.

20. Miscellaneous

20.1 The Agreement is not intended to and shall not be interpreted to create a joint venture or partnership or formal business entity of any kind between or among CMP and Merchant. Each Party shall act as an independent contractor and neither Party shall have any authority to bind the other Party.

20.2 All notices shall be in writing, which, if not otherwise agreed explicitly, may include e-mail. In the event notices are given by e-mail, each notice and other communications shall be deemed duly given on the date sent if sent during normal business hours of the recipient and otherwise on the following business day, provided that each receipt of a notice shall be confirmed by CMP. Merchant shall keep its e-mail address up to date so that CMP and Merchant can depend on electronic communication. Any notices and/or other communication which Merchant may not receive because the e-mail address so filed by CMP no longer is correct or does no longer work will be deemed to have been properly given.

20.3 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all such previous agreements.

20.4 Failure of CMP to enforce the provisions of the Agreement at any time, or the failure to require at any time performance by Merchant of any of the provisions of the Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of CMP to enforce each and every such provision.

20.5 Except as otherwise expressly provided, all rights and remedies available to CMP are cumulative and may be exercised concurrently or separately and in the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.6 If any provision of the Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such

provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of the Agreement shall not be affected thereby.

20.7 Clauses 11 (Merchant's Indemnities), 12 (Collateral), 14 (Confidentiality) and 18 (Limitation of Liability) of the CMP Merchant Terms shall survive the termination of the Agreement for whatever reason, and, in addition, the obligations of the Parties under the Agreement that by their nature continue beyond the expiration of the Agreement shall survive termination of the Agreement.

20.8 CMP's records serve as proof of the Transactions, Payments, and the amounts of the rights and obligations between the Parties with regard to the CMP Virtual Balance.

20.9 The CMP Merchant Terms are provided in English, French and Spanish. In the event of any difference or inconsistency between the languages of the CMP Merchant Terms or any difference in their interpretation, the CMP Merchant Terms created in English shall be leading for the interpretation.

20.10 The Agreement is personal to Merchant and Merchant may not assign it or transfer it or any of Merchant's rights under it without CMP prior written consent. Merchant may only use an agent or sub-contractor in relation to the performance of Merchant's obligations under the Agreement with CMP's prior written consent and CMP may withdraw that consent at any time. CMP may transfer or assign any of its rights or obligations under this Agreement to any third party on written notice to Merchant, to which transfer or assignment Merchant herein gives its prior consent. CMP may engage any third party as CMP reasonably requires.

20.11 Any electronic or facsimile signatures shall have the same legal effect as a manually executed signature. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one instrument.

20.12 CMP values all feedback regarding the CMP Services and takes its resolution seriously. Subject to clause 3.4 of the CMP Merchant Terms and to statutory limitations, in case the Merchant has any complaint(s) regarding CMP Services, it shall submit such complaint(s) to complaints@cm.com. The submission shall include (i) your and the Merchant's full name; (ii) the Merchant's address; (iii) Merchant ID; (iv) a detailed description of the complaint; and (v) copies of documentation or proof supporting the complaint.

21. Governing law and jurisdiction

21.1 All offers from and Agreements with CMP, their execution and any dispute in connection with the Agreement are governed exclusively by Dutch law.

21.2 Any dispute resulting from or relating to the Agreement that cannot be solved amicably shall be settled before the competent court of Amsterdam, the Netherlands.

21.3 The applicability of the Vienna Convention is excluded.

Appendix 1: Definitions

Acquirer The party that is providing Acquiring Services to Merchant; when used referring to CMP as the Acquirer, such reference is deemed to be CMP as the Principal Acquirer or the Transferring Acquirer. The Acquirer can also be

the Direct Third Party Acquirer.

Acquiring Services The acceptance and processing of Payments with the aim to Transfer the relating funds to Merchant; if provided by CMP, the Acquiring Services include the Settlement of Parties' reciprocal payment obligations.

Affiliate Any legal entity or company belonging to the same group of which a Party is part.

Agreement The (Merchant) agreement or Order Form entered into between CMP and Merchant/Client, including all corresponding appendices comprised by it and as amended from time to time.

API/AKD Documentation The API documentation describing the technical interface and providing instructions for the Integration as CMP makes available from time to time for Merchant's developers on CMP's website.

Applicable Data Protection Laws All applicable laws and regulations that apply to the processing of personal data by CMP and/or Merchant.

Applicable Laws The local or other law, rule, regulation, regulatory guidance, order, judgment, decree, or ruling being in force or enforceable in any jurisdiction in which Merchant is incorporated, pursues its business and uses the CMP Services or that applies to a Transaction or a Payment.

Application A request by Merchant to be accepted for use of the CMP Services, either by proceeding through CMP's online application process and Merchant's creation of a Merchant Profile or by requesting an offer for a written Agreement and by providing all information requested by CMP for the performance of CDD.

Card The debit and credit cards of the Payment Networks and marks CMP can enable Merchant to accept Payment with, as agreed in the Agreement.

Card Data The data required to accept and process Card Payments as depends on the Integration and as prescribed in the API/AKD Documentation.

Card Payments A Payment paid, by a Customer, by Card.

CDD, Customer Due Diligence The client screening procedure CMP performs in regards to the business relationship (to be) entered with Merchant to contribute to and safeguard the integrity of the financial markets, the CMP Services and CMP's organisation in accordance with legal and regulatory requirements to which CMP is subject including the prevention of money-laundering, terrorism-financing, fraud and other Prohibited Activity.

Chargeback The reversal of an authorised Transaction in accordance with the Rules applicable to certain payment methods; although this term usually is used in respect of Cards, in these CMP Merchant Terms it includes the reversals or similar activity in respect of Payments executed through other reversible payment methods. Chargeback Fees may vary depending on the payment method.

Chargeback Costs Any third party costs charged in respect of a Chargeback which are not covered in the CMP Fees.

Client The party identified as Client in the Order Form. The terms *Merchant* and *Client* are to be used interchangeably.

CMP CM Payments, as defined in clause 2.2.

CMP Virtual Balance Is defined in clause 4.1.

CMP Fees The fees owed by Merchant to CMP for Merchant's use of the CMP Services and, if applicable, the provision by CMP of Terminals to Merchant as agreed in the Agreement, which include, but may extend beyond Transaction fees, Refund fees, Chargeback fees, Terminal fees, certain one-off fees, hourly fees, subscription fees and which may be monthly fees or otherwise recurring fees.

CMP Merchant Terms This set of terms and conditions governing the use of the CMP Services by Merchant, as amended from time to time.

CMP Services The services specified in clause 3.1.

CMP Portal The internet portal through which CMP presents to Merchant a control panel personal to Merchant where Merchant can manage settings and information for its use of the CMP Services, communicate with CMP, create user accounts and assign access rights to authorised users, view reports, look up the status of Transactions and Payments through Merchant's CMP Virtual Balance and look up or request any other information relevant for the use of the CMP Services.

Confidential Information Any information of a non-public, confidential or proprietary nature, whether of commercial, financial or technical nature, Transaction Data, Payment Data, Personal Data, access credentials and any other information relating to merchants, customer, supplier, goods, services or otherwise, disclosed by a Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) including the commercial details of the Agreement as well as any other information of which the Receiving Party should reasonably assume it shall be kept confidential. Such information may be disclosed between Parties in any form, provided that it is disclosed reasonably in connection with the Agreement.

Consumer A natural person, that is not acting in the performance of a profession or business.

Correction The correction of (a) any amount incorrectly debited or credited between Parties or (b) any amount settled under the Preliminary and Restricted Use Terms that shall be returned to Customer as agreed between Merchant and CMP under the Preliminary and Restricted Use Terms.

Customer The counterparty of Merchant in respect of a sale/purchase transaction between them and having an obligation to pay in that respect.

Customer Account Foundation, Foundation The 'Stichtingen Derdengelden' used by CMP to safeguard the funds as described in clause 2.2; resulting from the acquisition of other payment institutions by CMP, CMP may engage either of the (i) of Stichting Derdengelden CM Payments, with its registered office in Breda, registered in the trade register under 62098101, and (ii) Stichting CM.com Foundation, with its registered office in Breda, registered in the trade register under 30168982. When receiving Transfers, the bank statement of Merchant will show the Foundation relevant for CMP's use of the CMP Services. Also Customers may see the relevant Foundation appear in the Payment Process or on their bank account statement as the beneficiary receiving their Payment or making a Refund on behalf of Merchant.

Customer Data Is defined in clause 6.6.

Customer's PSP The party in the Payment Network which holds the contractual relation with the Customer for the execution of Payments in respect of which CMP is providing its Payment Services under the Agreement.

DCB, Dutch Central Bank is defined in clause 2.2.

Data Processing Agreement The agreement a Processor and a Controller are obliged to conclude pursuant to clause 28 GDPR, as contained in clause 6 of the CMP Merchant Terms.

Direct Acquiring Agreement An agreement concluded between Merchant and a Direct Third Party Acquirer.

Direct Third Party Acquirer Is defined in clause 3.6.

Extended Delivery Period The period that will expire between the moment of Authorisation and the delivery of Merchant's goods or services under the sales/purchase transaction; only applicable where CMP has permitted Merchant in writing to deviate from the standard rule that Merchant shall deliver upon Authorisation.

Fine Any and all fines, levies, costs, expenses, raised fees, charges, assessments or imposition of liabilities of any nature which are levied or charged by the Payment Network for breach of any rules with regard to the Merchant's processing of Transactions.

GDPR Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ('General Data Protection Regulation'), as amended from time to time.

Integrated Third Party Services Are defined in clause 3.10.

Integration The integration with the CMP Platform as agreed in the Agreement; For Card Payments, the type of Integration affects the PCI DSS level Merchant has to comply with.

Intellectual Property Rights Any copyrights and related rights, chip rights, trade name rights, trademark rights, domain names, patent rights, design rights and database rights relating to the CMP Platform or the CMP Services owned by or licensed to CMP.

Initial Term The term agreed upon between the Merchant and CMP concerning the duration of the Agreement, as specified in the Agreement.

MAT Feature The Merchant Approved Transactions (MAT) feature in the POS Payments allows the Merchant to continue accepting offline Payments throughout a temporary internet disruption period, thus facilitating Merchant's business continuity as a back-up solution. In such cases, the Transactions are stored locally on the given Terminal and may only be sent for processing once the internet connection is restored. This MAT Feature comes with the risk that some of these stored Transactions may ultimately be declined once they are actually processed (e.g., due to insufficient funds or other authorization issues). As such, the Merchant acknowledges that there is no guarantee that all Transactions made throughout the period of lost connectivity will be successfully authorized, even when the Customer has already received the goods.

Merchant The party identified as Merchant in the Agreement. The terms *Merchant* and *Client* are to be used

interchangeably.

Merchant Profile The personal log-in, a Merchant can create and use if Merchant wishes to use the CMP Services as a Merchant.

Order Form Shall have the same meaning as *Agreement*.

Other Services Are defined in clause 3.1.4.

Parties The parties to the Agreement: CMP and Merchant.

Payment The payment transactions initiated and executed through the Payment Process in regards of the amount of money the Customer has agreed to pay to Merchant and which Merchant accepts using the CMP Services.

Payment Data The details needed from the Customer so that the Payment can be routed to the relevant Payment Network for initiation, execution, authorisation, acceptance and processing by the different parties in the Payment Network, which may include CMP.

Payment Funds Is defined in clause 4.1, the aggregate amount of money involved in the Payments accepted since CMP's last Transfer was made to Merchant. Payment Method The payment methods Merchant can present to the Customer for making their Payment to Merchant as agreed between CMP and Merchant.

Payment Network The network or system established by, comprised of, made available or managed by the parties owning or licensing or otherwise fulfilling a role in the Payment Process between a party making a payment (a "Payer" and in the sense of these CMP Merchant Terms referred to as a Customer) and the intended beneficiary of that payment (a "Payee") relevant for the authorisation and execution of that payment using a particular Payment Method, such as the card schemes (and excluding, for the purpose of these CMP Merchant Terms, any party providing Acquiring Services in respect of that Payment). For the avoidance of doubt, the parties in the Payment Network are not CMP’s subcontractors or agents.

Payment Process The process that is aimed at execution of the payment transaction by the Customer's PSP so that Merchant can accept the related Payment through the CMP Services.

Payment-Related Services The services of CMP that are related to CMP's Payment Services and which include but which may extend beyond support services, the provision of documentation, administrative services and reconciliation of Payments, the provision of and access to information through the CMP Portal and any other services either or not made accessible or provided through the internet.

Payment Services The services that generally qualify as Payment Services in Annex 1 of PSD2, as amended and/or supplemented from time to time.

PEP, Politically Exposed Person A politically exposed person is someone who has been entrusted with a prominent public function and is generally considered to presents a higher risk for potential involvement in bribery and corruption by virtue of their position and the influence that they may hold.

Platform The software platforms and any related technology developed by CMP made accessible by CMP for Merchant's use of the CMP Services as agreed hereunder.

Preliminary and Restricted Use Terms The terms and conditions for preliminary and restricted use which apply to Merchant's use of the CMP Services in case of Online Onboarding and which are set forth in clause 8.

Preliminary Use Period Is defined in clause 8.1.3.

Payment Funds Threshold Is defined in clause 8.1.4.

Principal Acquirer CMP or another principal member of the Payment Network (or Payment system) for a certain payment method; Where CMP is not the Principal Acquirer, the other Acquirers listed in appendix 1 may be involved as the Principal Acquirer.

Privacy Statement The privacy statement of CMP acting as a Data Controller, published on www.cm.com

Prohibited Activity Are the activities listed in appendix 2.

Refund The execution by CMP of a credit to a Customer in respect of a Payment first accepted by Merchant.

Reject Message Is defined in clause 8.3.

Registration Is defined in clause 7.4.

Reversible Payment Methods Are defined in clause 9.6.

Routing Services Are defined in clause 3.1.2.

Rules All current and future by-laws, rules and guidelines and/or other requirements issued by each party in the Payment Network or bank associations that are applicable, related to or relevant to the CMP Services.

Secured Amount As notified or stipulated by CMP to Merchant, an amount or deposit made or to be made available by Merchant or an amount of reserve withheld from the Payment Funds to secure any payment obligation Merchant has or will have towards CMP under these CMP Merchant Terms, determined and amended in CMP's sole discretion.

Settlement, Settle The administration of the reciprocal payment obligations through the CMP Virtual Balance as described in clause 4.

Settlement Balance The balance of the CMP Virtual Account, if positive, due for Transfer to Merchant.

SEPA Direct Debit Mandate The mandate authorising CMP to debit amounts due by Merchant to CMP under the Agreement from Merchant's Bank Account.

Status Report The report exchanged in response to a Transaction submitted by Merchant notifying the authorisation or the rejection by the Customer's PSP of the request to execute the Payment.

Terminal A device used for the submission of POS Transactions by Merchant.

Terminal Section The section of these CMP Merchant Terms that applies, by way of addendum, if CMP provides Terminals to Merchant under the Agreement.

Transfer The transfer by CMP of the Settlement Balance accrued during the Transfer Period to Merchant's bank

account, subject, at all times, to the terms and conditions of the Agreement.

Transfer Delay Is defined in clause 12.1.3.

Transfer Frequency The frequency wherein CMP will make the Transfers.

Transfer Period The period that passes between the moment the last Transfer was made and the moment the next Transfer is prompted by the Transfer Frequency.

Transaction A request submitted by Merchant - using the Routing Services –, to, depending on the Payment Method of the Customer's choice, initiate, execute or authorise, in accordance with the Rules applicable to the Payment Method of the Customer's choice, (1) the transfer of the Payment by the Customer, (2) the withdrawal of the Payment by Merchant or (3) the crediting of the Payment to Merchant with the aim to accept and process the Payment through CMP or a Direct Third Party Acquirer.

Transaction Data The Transaction Information supplemented with the data provided by a Customer in the Payment Process when a Payment is initiated or executed.

Transaction Information The information Merchant creates and presents to propose a Customer to make the Payment. Transfer The transfer of funds by CMP to Merchant as the payee of the Payment accepted and processed through the CMP Services, subject to the terms and conditions of the Agreement.

Transferring Acquirer Merchant's use of the CMP Services where CMP is aggregating funds from another (Principal) Acquirer for Transfer by CMP to Merchant. For Card Payments, a list of the other Principal Acquirers is provided in appendix 1.

UBO, Ultimate beneficial owner Reference is made to the documents to be completed for CDD and the CMP Website, where information is provided for Merchant to determine who qualifies as UBO.

Working Day A day during which banks generally are open for business in the Netherlands and the country where Merchant’s business operations are located.

Appendix 2

List prohibited/restricted industries (products and services) CM Payments

The list bellow depicts CM Payments’ (hereafter: ‘CMP’) prohibited and restricted industries list.

CMP acts in a dynamic though complex playing field, in which regulations set the boundaries. This entails specific rules and regulations that apply to: the Merchant’s activity, where the Merchant is located and where its Consumers are based. Applicable Law and the Rules may impose additional rules the Merchant needs to comply with. The merchant remains responsible to follow all these rules and regulations, CMP as a regulated payment service provider, will ascertain that this is the case.

When it concerns a prohibited industry, CMP will not provide Merchant the Service due to the unacceptable risk this bears for CMP. Restricted industries may be allowed but need to be approved. CMP will conduct thorough analysis and expects from the Merchant a certain level of maturity in coping with the regulatory challenges. CMP will monitor Merchants continuously and holds the right to suspend the Service in case the business of the Merchant

turns into an unacceptable risk.

Please note that this list is not limitative as Applicable Law and Rules may change over time and new industries may be added to this list. Next, the final judgement is also based on other factors besides the risks of a certain industry.

The content of this list is determined by:

A) National and international laws;

B) Rules;

C) Reputational risk of CMP; and

D) Risk assessment based on the experience of CMP and/or Payment Network in a certain sector but is not implemented in local legislation (yet).

Lastly, the final judgement is also based on other factors besides the risks of a certain industry. Finally, the Merchant is obliged to consult the Rules of the local Payment methods as they may be more strict than this list.

General

Prohibited:

 Illegal activities, products or services (in any jurisdiction);

 Any service providing peripheral support of illegal activities (in any jurisdiction);

 Heavily Regulated products and services;

 Merchant aggregators;

 Weapons and munition.

Charities

Prohibited:

 Charitable organizations with a religious provision but where the funds flow is not transparent or may be used for terrorist financing purposes;

 Funding programs in non-reputable jurisdictions and high risk countires (as reasonably determined by CMP);

 Crowdfunding.

Restricted:

 Charitable organizations that are not officially registered and approved by a local fundraising regulator (NL: CBF) or the Internal Revenue Service as a tax-exempt (NL: ANBI);

 New charitable institutions;

 Donations for political parties.

Adult

Prohibited:

 All sexually oriented or pornographic merchants including dating sites for the purpose of sex-dating;

 Adult Streaming Video/Downloads;

 Escort Services/Phone Sex Operators;

 Entertainment: Website access - or membership to access - pornographic content.

Restricted:

 Supplier websites may NOT contain any pornographic content and preview images are prohibited unless part of an implemented tangible adult products site.

Financial services

Prohibited:

 Escrow services;

 Trading: (crypto) currency exchange including consulting;

 High risk securities: Crowdfunding in real estate; Crypto Assets; Foreign Exchange; Hedge Funds; Inverse & Leveraged ETFs; Private Company Investments; Promissory Note; Real Estate-Based Securities including consulting;

 Brokerage in: shares, options, derivates, venture capital, currencies, NFT, crypto.

Restricted:

 Debt collection agencies.

Marketing

Prohibited:

 Outbound telemarketing – attracting new customers via telemarketing without an existing customer relation;

 Direct marketing—continuity/subscription merchants (negative option billing merchant);

 Discount buying clubs / incentives involving prepayment (medical cards, coupon books, etc);

 Pyramid or multi-level marketing distribution (pyramid schemes);

 Any merchant engaged in any form of deceptive marketing practices, including but not limited to: Hidden disclosure; Bogus claims and endorsements ; Pre-checked opt-in boxes ; Refund / Cancellation avoidance policies; Activities related to transactions that show the personal information of third parties in violation of applicable law;

 Data pass (merchants upselling or cross-selling products or services while sharing cardholder data with third parties or receiving cardholder data from third parties).

Restricted:

 Inbound telemarketing attracting new customer via telemarketing without an existing customer relation.

Narcotics

Prohibited:

 Electronic cigarettes, including smoking devices and refill kits/juices;

 Tobacco and cigars;

 Medical/ recreational marijuana;

 Coffeeshops or growshops;

 Drug paraphernalia. Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs;

 Substances designed to mimic illegal drugs.

Pharma

Prohibited:

 Online (virtual) pharmacies without an official license;

 Drugs and marijuana dispensaries (and affiliated services);

 Non-face to face prescription drug sales;

 Pharmaceuticals and transactions involving narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety;

 Any illegal substances (including Spanish Fly);

 Miracle cures;

 Male enhancements in case prescription is required;

 Substances designed to imitate illegal drugs, also known as legal highs (herbal smoking blends; herbal incense; bath salts; etc.);

 Merchants who offer subscriptions with automatic renewal, following a free or low-cost purchase for the following

industries:

• Nutraceuticals (acai berry or health related drinks or tea);

• Pseudo-pharmaceuticals (weight loss, anti-aging, muscle building, sexual stimulant supplements, colon cleansers, detox products, HCG, HGH-like substances);

• Beauty cosmetics products (teeth whitening, anti-wrinkle, tanning);

• Medical devices and products;

• Dental devices;

 Any industry not mentioned above, where the terms and conditions pertaining to the free trial and/or recurring charges do not contain clear disclosure practices OR contain cancellation obstacles OR do not provide reminders for rebilling.

Restricted:

 Pseudo pharma (Pharmaceuticals and other products that make health claims);

 Pharmacies with a physical presence registered in *Register van gevestigde apothekers* (https://www.igj.nl/zorgsectoren/eerstelijnszorg/publicaties/publicaties/2017/08/17/register-van-gevestigde-apothekers)) or a foreign equivalent;

 Pharmacies with an online presence registered in *Online aanbieders medicijnen* (https://www.aanbiedersmedicijnen.nl/)) or a foreign equivalent;

 Pharmaceuticals that make some type of health claim, but aren't a prescription or regulated over-the-counter medication (Pseudo-pharma). Pseudo-pharmaceuticals could include herbal supplements, skin creams and skin care products that claim anti-aging, brightening, or firming benefits, facial peels with ingredients like retinol, teeth whitening kits, and other items;

Pharmaceuticals that make some type of health claim, but aren't a prescription or regulated over-the-counter medication (Pseudo-pharma). Pseudo-pharmaceuticals could include herbal supplements, skin creams and skin care products that claim anti-aging, brightening, or firming benefits, facial peels with ingredients like retinol, teeth whitening kits, and other items;

 Food-based products that claim to offer health benefits, including treating or preventing illness and disease. They're usually regulated by the NVWA or foreign equivalent as dietary supplements or food additives, but aren't held to the same standards as pharmaceuticals (Nutraceuticals);

 CBD oil.

Telecommunication

Prohibited:

 24/7 remote tech support;

 File Share;

 Cyber Lockers;

 Grey market satellite dealers / cable box de-scramblers;

 Online/ moto PC support/ repair;

 Social media activity (Sale of social media activity, including but not limited to Twitter followers, Facebook likes, or YouTube views);

 Unauthorised resellers .

Restricted:

 Prepaid phone cards for cell phones.

Leisure

Prohibited:

 Illegal gambling, including remote gambling;

 Airlines and carriers;

 Cruises.

Restricted:

 Legalized gambling;

 Gaming;

 Advanced event ticket sales (not including trade associations or non profits);

 Ticket touting merchants (reselling at a much higher price), brokers and resellers must have an authorisation from the organiser authorising the Merchant to sell tickets for the organiser's event;

 Travel agencies & tour operators/related services;

 Travel/lodging services;

 Car rental;

 Dating.

High value goods and services

Prohibited:

 Trade in jewelry;

 Trade in diamonds;

 Trade in precious metals or gems.

Restricted:

 Trade in cars;

 Online auctions.

Business prone to deception

Prohibited:

 Get Rich Quick / Business Opportunities;

 Bidding fee auction (aka penny auctions);

 Psychic services;

 Horoscopes.

Animals/plants

Prohibited:

 Live animals including insects, animal parts, blood, or fluids;

 Noxious weeds;

 Prohibited seeds;

 Plants or other organisms (including product derivatives) in danger of extinction or whose trade is otherwise regulated by law;

 Services that facilitate or stimulate the trade.

Restricted:

 Trading agri platforms.

Copyright & trademark

Prohibited:

 Sales or violations of Intellectual Property Rights (trademark and copyright infringements, counterfeit merchandise);

 Repblica furniture (that may lead to copyright infringement);

 Media and/or software whose distribution is prohibited under copyright laws.

Card scheme notifications

Prohibited:

 Product, service or activity that is deceptive, misleading, predatory, or prohibited by one or more card schemes (such as Visa, MasterCard, etc.);

 Activities related to transactions that show the personal information of third parties in violation of applicable law;

 Items that violate any law, statute, ordinance or regulation;

 ANY BRAM/Brand violation;

 Listed on TMF or Match (The Match list (previously referred to as the Terminated Merchant File or TMF) is a database identifying merchants who have had their payment processing privileges revoked).

Appendix 3

iDEAL Specific Merchant Terms

Merchant acknowledges and agrees that some Payment methods are subject to additional terms and conditions, supplementing the CMP Merchant Terms. More specifically, the following terms dictated by Currence iDEAL B.V. (the scheme owner of iDEAL) shall apply to the (acceptance of the Merchant for) processing of iDEAL Transactions and shall be complied with by the Merchant at all times.

(i) Merchant shall have in place a sound complaints procedure for its Customers, whereby the Merchant is easily accessible via e-mail as well as via another means of direct contact such by phone, a chat box, etc. The information regarding the complaints procedure shall be available to the Customers in a transparent manner and at a place that is easy to find.

(ii) Merchant needs to verify the status of the iDEAL Transaction with CMP prior to delivering its goods or services. If the Merchant does not verify the iDEAL request Transaction status in advance, the risk of funds not being received if the iDEAL request Transaction does not have the status ‘successful’ fully lies with the Merchant.

(iii) Merchant shall comply at all times with the terms and conditions governing the iDEAL Transactions, including but not limited to the use of the iDEAL logo (available here: https://www.ideal.nl/en/businesses/logos/),,) and must implement iDEAL in accordance with relevant technical specifications.

(iv) Merchant shall not submit iDEAL Transactions to CMP or (if the Merchant is directly connected to the iDEAL hub) to the iDEAL hub solely in order to check the availability of the iDEAL hub.

(v) In cases where further investigation regarding an iDEAL Transaction is needed for whatever reason, Merchant agrees to cooperate with CMP and/or Currence iDEAL B.V. regarding any said request(s).

(vi) Merchant acknowledges and agrees that CMP or a party acting on its behalf is obliged to block or cancel the iDEAL Transaction or Payment in case an iDEAL request for Transaction relates to a payment which is subject to sanctions or any other illicit or prohibited activities.

(vii) Merchant shall not remove any issuers from the issuer list without prior written consent of Currence iDEAL B.V., even in cases where a certain issuer is unavailable at the time.

(viii) CMP is responsible for the guaranteed Payment of funds (the "iDEAL Payment Guarantee") to the Merchant for iDEAL request for Transaction initiated and completed by the Customers, to the extent that the issuer has indicated a 'successful' status or a payment authorisation status states 'granted' (if processed via the iDEAL | Wero Hub) and this status is laid down in the messages accordingly. In such case, CMP must ensure that Merchant receives the funds related to the iDEAL Payment Guarantee (less any applicable fees for the CMP Services). For the avoidance of doubt, the iDEAL Payment Guarantee shall not be applicable if an iDEAL Payment is subject to sanctions or any illicit, restricted or prohibited activity.

(ix) In case Merchant uses the iDEAL Payment links, Merchant shall clearly explain the payment terms and conditions and shall provide options to report iDEAL Payment links as fraudulent. In this context, an iDEAL Payment link is a website that leads a Customer to the payment or checkout page of the Merchant where the Customer can pay via instant message apps such as WhatsApp, SMS, Messenger, chats, social media, email, or other communication channels.

(x) In case Merchant uses the iDEAL VAS, iDEAL profile data may only be processed to the extent that such data is necessary for the processing of the purchase order, unless there is another legal ground pursuant to the GDPR for the Merchant's processing of the iDEAL profile data.

(xi) Merchant shall not hold the issuer liable for iDEAL services, unless in the event of deliberate intent (opzet), gross negligence (grove nalatigheid) or deviations from the iDEAL R&R and the iDEAL API Specifications, which provision will be a stipulation in favour of a third party (derdenbeding) in accordance with applicable laws.

(xii) In case CMP acts as a CPSP, Merchant acknowledges and agrees that the payment by the acquirer in respect of iDEAL Transactions, which the acquirer has received from the bank of the Customer, is made to CMP (and not to the Merchant directly). The guarantees, terms and conditions under which iDEAL Payments are made to the Merchant and, in particular, that the Merchant runs a payment risk on CMP since the iDEAL Payment Guarantee is limited to the contracting party of the acquirer. Merchant acknowledges that it may choose to insure its payment risk concerning the funds its needs to receive.

Merchant acknowledges and agrees that the following additional terms shall apply to the (acceptance of the Merchant for) processing of **iDEAL in3 Transactions** and shall be complied with by the Merchant at all times.

(xiii) General.

a. Upon first request, Merchant shall cooperate with collection activities of in3 NL B.V., third parties and/or CMP in respect of Customer and the iDEAL in3 Transaction (including but not limited to the provision of information and documentation).

b. If an in3 Transaction is settled in whole or in part by set-off against a debt owed by the associated Customer to the Merchant, the Merchant is obliged to pay the settled amount to CMP without undue delay.

c. Merchant shall also ensure that the Customer pays the iDEAL in3 Transaction to CMP. In the unlikely event that the Merchant nevertheless receives a payment from a Customer in respect of an iDEAL in3 Transaction, it will immediately notify CMP and in3 and shall immediately transfer the entire amount received to CMP.

d. Merchant shall remain fully liable for any and all risks and costs arising from CMP processing Merchant's iDEAL in3 Transactions, including related chargebacks (re-transfers).

e. Merchant acknowledges and shall fully comply with the obligations listed in the iDEAL in3 Merchant Guide. Merchant acknowledges that it has received the iDEAL in3 Merchant Guide. In case the Merchant has not received the iDEAL in3 Merchant Guide, it shall reach out to CMP in order to obtain it.

f. The following notice must be posted on the Merchant's website in the check-out flow when payment via iDEAL in3 is chosen: "[Merchant naam], [adres], [Kvk], houder van de webshop [XXX] heeft haar vordering op jou overgedragen aan in3 NL B.V. via CM Payments B.V. Dit betekent dat je alleen nog kunt betalen aan in3 NL B.V. via de betaallink die in3 NL B.V. met jou deelt."