

## APPENDIX 3 GENERAL BUSINESS CONDITIONS

These General Conditions (the "GC") apply to all the services provided by CYBERServices SA ("CYBS"), including the Klik&Pay platform (the "Services"). The term "Merchant" means all physical or moral persons who have concluded a Contract with CYBS.

In order to make reading of the GC, only the masculine form is used, which implicitly includes the feminine gender. The same principle applies in the use of singular or plural terms, these being used interchangeably.

1. **Scope** : the CG applies to all Services provided by CYBS for free or paid, and to all contractual or non-contractual documents provided by CYBS to the Merchant. If there is a divergence between the individual clauses concluded with the Merchant or any other document, these CG apply, unless there is a contrary and express agreement in writing with CYBS.
2. **Services offered.** CYBS provides the security, technical and financial management of payment transactions carried out between the Merchant and its final customers through the Klik&Pay payment platform. CYBS can, at any time, make changes or improvements to its Klik&Pay platform in order to ensure continuity and security of the Service.
  - a. **Merchant account opening:** The merchant may use the Service once notified of his account opening. As part of the AML rules and regulations, accounts are by default opened in 3DS. 3DS disabling is subject to approval of CYBERServices and may result in changes in operating conditions and pricing. These rate changes are subject to prior merchant's consent. According to the applicable rules and regulations, the website must permanently mention Terms & Conditions with both cancellation and return policies, imprint, data protection rules, customer service contact details, a precise description of the products or services sold, prices and reference currency.
  - b. CYBS offers the merchant a secure payment platform allowing him to carry out transactions on the products or services he sells to his buyers (« end client ») through a website. More information can be found on the Klik & Pay website: [www.klikandpay.com](http://www.klikandpay.com). Klik & Pay Service is usually available around the clock, 24/7, unless cases of force majeure. CYBERServices may however, without being held accountable towards the merchant, restrict the use or availability of the service, in particular to carry out maintenance operations. CYBERServices then agrees to prevent the merchant at least 24 hours before the start of maintenance.
  - c. **Transaction analysis by Klik & Pay:** In addition to the automatic scoring note, CYBS' teams analyze daily all of the transaction flow of the day before (or the next business day following weekend and bank holidays), and alert the merchant if a transaction with a risk of fraud is detected. The merchant must inform CYBS of the transaction reimbursement or ask for the transaction to be kept valid further to have taken necessary pertinent checks with his client. The value date is postponed to 8 months and will return to its initial value date, following CYBS approval, at reception of the merchant's answer to the alert email. Additional evidence supporting this action can be requested by CYBS to the merchant.

If the given documents do not appear to provide sufficient guaranty or if the merchant does not answer within the given time line, CYBS reserves the right to cancel the transaction. Additional penalty fees may apply if a charge back occurs on an alerted transaction by Klik & Pay and that the merchant could not provide evidence of its investigation justifying continuation of the operation.

- d. End client complaints: if a end client was to contact CYBS to dispute a debit, the merchant will be immediately informed and requested to find an amicable solution for both parties. If such friendly agreement is not possible, CYBS would bring its expertise to recommend the action to be taken in the interest of both parties in order to avoid a payment dispute by the end client's issuing bank. If a payment dispute is submitted following an end client claim and that the merchant's responsibility is clearly involved, additional charges may apply.
- e. Request for information following a payment dispute made by the end customer: The merchant is informed that the Credit Card organizations' rules authorize the card holder to dispute a charge within 6 months following debit and 18 months for subscriptions debit. European rules and regulations authorize every European end client to dispute a fraudulent debit, regardless of the payment instrument, within 13 months following the transaction. For every dispute or request for information on transaction by a merchant's end client through the banking network, the merchant is kept informed and given the possibility to oppose to it, the merchant must provide CYBS with proof of delivery of the goods or service. CYBS will then file for requesting cancellation of the dispute.

To oppose to the dispute does not mean that it will be cancelled. According to the rules and regulations of payment instrument issuers, especially credit cards, it is the end client's bank that decides on the outcome of the dispute in the light of the submitted proofs. For every dispute/unpaid confirmed by the end client's bank, the merchant is immediately debited of the disputed sum.

CYBS provides to the merchant that accepts it electronic format invoices.

CYBS cannot warranty functionality without any interruption, any dysfunction, any improper access or data corruption within the context of its Services delivery, including during maintenance operations or updates. The Merchant bears all risks of use, including undue risks for the offered Services.

CYBS can, at any time, use third parties to execute its contractual obligations.

The Merchant cannot assign any right or obligation in the context of its relations with CYBS without the latter's written and express approval.

CYBS reserves the right to assign all or part of its rights and obligations within the framework of relations maintained with the Merchant without the latter's consent, which is not required.

- 3. **Merchant obligations.** The Merchant is committed to communicate to CYBS at any times all the data and information required to provide the Services, in particular those which identify the address of its headquarters or domicile, its identity, the beneficial owners or all other information required by CYBS. Information communicated by the Merchant is deemed to be exactly true. The Merchant sets forth to communicate to CYBS without delay, any modification of the information and data transmitted beforehand. The Merchant agrees not to disclose information or data transmitted by CYBS, especially the Contract, the rules of use, the Regulation on fees and expenses, passwords and other codes, as well as any other information exchanged with CYBS, under whatever form and whatever the communication method used (email, letter, fax, etc.), unless otherwise agreed through an express and written agreement with CYBS. The Merchant must immediately inform CYBS of any improper use of the above-mentioned data. The Merchant authorizes CYBS

to collect under its name and on its behalf, all of the sales price of the product or service for the final customer (buyer of the Merchant's products or services). The Merchant is responsible for all risk and all damages resulting from violating all the above obligations.

Invoices are issued under local rules and regulations and applicable VAT rates. Merchants have to provide CYBS with their VAT number or tax identification.

4. **Other obligations.** The Merchant agrees to only accept payments in the context of transactions from sale of products or services to the final customer as declared beforehand to CYBS, insofar the Merchant has obtained all the necessary authorizations for the commercialization or distribution of the product or service (i) that it has effectively delivered the product or service (ii) or has obtained the customer's agreement that this delivery has taken place after collecting the payment by the Merchant (iii). The Merchant will inform the final customer of any limitation or restriction related to reimbursement for the transaction. The Merchant agrees not to carry out transactions which do not result in the sale of a product or service to a final customer nor to receive several payments for the provision of one and the same service ("splitting") unless agreed by CYBS.

The Merchant attests the integrity of the contents of its sites and the quality and the seriousness of the offer to the final customer.

In addition, the Merchant agrees not to propose on its site, any message, information or products which are contrary to public order, not authorized for sale in the buyer's country, or are harmful to others including, but not limited to, compliance with the following: - obligation to respect morals and, in particular, the dignity of the person and the Rights of Man (formally excluding any manifestation of racism or incitement to racial hatred, any pornographic representation, any impact on private life or reputation, and covering the protection of minors).- obligation to respect the public order (formally excluding all illicit traffic, all solicitations, any terrorist activity or any incitement to prostitution). - obligation to respect intellectual property rights.

The Merchant agrees not to deliver in its declarations or actions of any kind which could affect the image and reputation of CYBS, its staff, services and the names and trademarks used. The Merchant agrees to indicate on its site legal information, information related to both data protection and confidentiality acts, Terms & Conditions, as well as his customer care telephone and email.

CYBS is a financial institution, and will ensure the provision of the service of payment between the final customer and the Merchant or the final customer. In this sense, CYBS will not intervene in the commercial relationship between those two parties. Also, the Merchant's after-sales service is under its entire responsibility, and if a service fault obliges the final customer to call on CYBS to resolve a dispute, CYBS will try to obtain an amicable agreement between the parties under the conditions of the Regulation on fees and expenses. The Merchant is responsible for all risk and all damages resulting from the violation of all the above-mentioned obligations.

5. **Rules of organizations and credit card issuers.** Visa Europe Ltd, Visa U.S.A., Inc., Visa International as well as MasterCard International Incorporated have developed common rules called "Rules and Regulations" which rule the use, responsibility and split of risks for services provided by its organizations. The Merchant accepts these rules, and shall adhere to them. Independent of these common rules, the Merchant agrees to adhere to all rules applicable to credit cards issued by the above organizations or their competitors as well as those applicable by the issuers (American Express, Diners, etc.). CYBS can apply any modification of rules decided by these organizations or issuers, whatever the payment instrument, immediately and without prior notice.
6. **Fees and expenses.** The fees and expenses received for the use of the Services as well as additional expenses and special expenses primarily linked to returns or cancellations are defined in the of tariffs and expenses. This rule is provided to the Merchant at the conclusion of the Contract. It can be modified at any time by CYBS, which may change the conditions without prior notice. Change in pricing can be made to reflect changes imposed by a payment instrument issuer or following changes in the account parameters and options, such as the activation of mail order/phone order mode, deactivating emails sent to end client, etc...These modifications are applied upon their entry into force, which could be immediate.

7. **Payment conditions.** The Merchant agrees to pay the commissions and expenses billed in conformity with the Rule on fees and expenses as a counterpart to CYBS's provision of Services. Payment may be taken by CYBS from amounts outstanding. The Merchant renounces any right of compensation or deduction of payables that it could hold against CYBS, regardless of their nature.
8. **Conditions of use.** The Merchant is authorized to use the Services in adherence to applicable legal standards. CYBS is authorized to modify the rules of use at any time, especially to adopt quality or behaviour standards. The Merchant is responsible to inform its own clients of the use of the Services in accordance to its obligation of confidentiality. CYBS exercises no control over the products and services offered by the Merchant, and assumes no responsibility in this regard, notably in regards to the legality of said products and services. In particular, CYBS does not guarantee the identity of a user nor a final customer carrying out a transaction to its conclusion. All risks related to use, including undue use, of the Services offered by CYBS are the responsibility of the Merchant
9. **Remittances.** The Merchant will be responsible for all risk and all damages if there is a return to CYBS, from the bank designated to this effect, of any payments resulting from a transaction concluded with the final customer. The remittance to the Merchant is carried out after deduction of commissions and all other applicable expenses in accordance with the Rule on fees and expenses. Settlement to the merchant is done according to the periodicity defined in the Appendix 1. Exchange rate fees for remittances carried out on a currency different than the one of collection are borne by the Merchant. CYBS is not responsible for delay or blockage of the funds to be returned whatever the circumstances or the nature of the hindrance, including if the blockage is due to an intervention by the bank or financial partner used by CYBS to manage returns (judicial, technical, authorities, etc.).
10. **Retention, Security bond and Rolling Reserve.** A Rolling Reserve or security bond can be set at account opening or later depending on the estimated financial risk. Percentage and duration of both the Rolling Reserve and security deposit can be adjusted, increased or decreased, to the appreciation of CYBS Risk Manager. Are considered as financial risk, in following non exhaustive list : Charge Back rate in number or volume greater than 1% or having increased by more than 50% compared to the previous months, the account recorded a significant drop in volume processed, end client complaints has increased significantly, excess in the number of refund, offline website or not stating the minimum information required, inactive account or presenting too low processing volume compared to the basis of the previously collected ones, termination of business activities, etc... Thus, the merchant grants CYBS permission to make provision by taking an additional percentage for each transaction, which takes place on its account. In the absence of a return or cancellation of the transaction within a 180-day period starting from the creation of the reserve, the amount so retained will be released in favour of the Merchant. If there is a return or cancellation of a payment order from the final customer, CYBS can cancel all or part of the return to be paid to the Merchant, whether or not it is reserved. The Merchant has a bank guarantee in adherence to the regulations in force relating to amounts coming to it in adherence to the contract concluded with CYBS and this present GC.
11. **Cancellation or charge back.** If the charge back or refund was already paid to the Merchant, CYBS has the right to deduct all or part of the amount so paid on future remittances that the Merchant is to receive following the conclusion of subsequent sales with final customers. If there is a charge back or cancellation, CYBS reserves the right to invoice the Merchant for all or part of the expenses applied by the organizations or credit card issuers, in addition to its own expenses according to the Rule on fees and expenses.
12. **Direct debit.** CYBS can debit all amount due directly from the bank account (SEPA Direct Debit) or the Merchant's bank card if a remittance to the Merchant does not take place before the end of the current month. Any payment request remaining unregulated within 10 days is sent to the legal department.
13. **Termination.** The Merchant may cancel the Contract with 7 days' notice after opening the account without reimbursement for the license fees, even if the account was not used. He can then end the relationship with CYBS, subject to the balance of commissions and expenses due to CYBS and payment of any rolling reserves and guarantee deposits, especially in relation to Art. 10 of this Contract, within a period of 30 days from CYBS's receipt of the written termination letter, which is signed and mailed by registered post. CYBS can terminate

the Contract under the same conditions, without being required to mail by registered post. The account will remain active for six months following the last transaction, and is definitively archived after 12 months or following payment of the remaining available balance.

14. **Immediate termination and suspension.** CYBS may at any time immediately terminate the Contract or suspend the Services offered without prior notice, without prejudice to the commissions or expenses still due from the Merchant, in the following cases: violation of the law, of the contract, of rules of use, of the marketing charter, the GC or any other Merchant's obligation (i); frequent cancellations or charge back on the Merchant transactions (ii); inability or delay of more than five days in payment of amounts due, whatever their nature, following sending an invoice to the Merchant (iii); Opening of a bankruptcy procedure against the Merchant or one of its affiliates (iv); substantial changes badly affecting the activities, production or financial situation of the Merchant (v); inexact provision of information by the Merchant, in particular, but not exclusively, those related to the product or the inscription procedure (vi); judgment, Court order or any other injunction coming from a court, official or regulatory authority against the Merchant (vii); legal, regulatory or judicial obligation imposed on CYBS (viii).
15. **Intellectual property.** CYBS confers to the Merchant a non-transferable and non-exclusive right to the Merchant during the Contract period to use the Services provided by CYBS, in conformity with this GC and any other applicable contractual provisions. The URL's of the "Cyberservices," "Klik&Pay," the names "Cyberservices," "Klik&Pay," any other names and URL's used by CYBS as well as all logos and services described on the aforementioned sites are protected by copyrights or are brands or trademarks of CYBS or its licensors. All letterheads, personalized images, button icons and scripts are protected by CYBS's reproduction rights, or are service marks, commercial marks or the visual identity of CYBS. No copy, imitation, modification, alteration or use (including "hotlinking," "framing," etc.) is authorized without the express written prior agreement of CYBS. The IT scripts and codes used by CYBS are protected by copyright. All developments thus carried out as well as the knowledge associated to the Klik&Pay platform or for any other module used by the Merchant remain the exclusive property of CYBERServices, including all developments which are carried out at the Merchant's request.
16. **Use of logos.** The Merchant is authorized to use logos or any other images provided by CYBS with express and written prior consent from CYBS, during the full duration of his contract, if these are used to direct Internet traffic to the payment portal and the Services offered by CYBS. The Merchant agrees the same rights to CYBS's, which can mention and provide its name and logos or any other image used by the Merchant. The logos may not be either altered or modified in any way nor used to the detriment of CYBS, notably in making it understood that CYBS's services are available, or that CYBS approves or supports the Merchant or the services or products offered by the Merchant, when there is no specific contractual relationship between CYBS and the un-authorized user of these logos.
17. **Data protection.** CYBS agrees to carefully treat the data from the Merchant, and to comply with the European relevant provision on data protection as defined by the CNPD (National Commission for Data Protection). Personal data are used by CYBS in order to execute its contractual obligations, to establish and develop new offers, as well as for marketing purposes. The Merchant may at any time prohibit the use of its data for marketing purposes. The Merchant authorizes CYBS to undertake opinion surveys with final customers. The Merchant authorizes CYBS to transmit its personal data to third parties in Luxembourg, within the group or not, or abroad, if CYBS provides a Service in collaboration with the third party, or if the Merchant itself uses a third party, within the limits authorized by this GC and since this is required to provide or execute the Services or to collect commissions and expenses due by the Merchant. The applicable legal framework for transmission of these data abroad may differ from the legal framework applied in this GC.
18. **Authorized transmissions.** CYBS is authorized to exchange or transmit data with any physical or moral person, judicial or official authority, if this exchange or transmission allows CYBS to execute its obligations or is needed to comply with the law, especially, but not exclusively, related to the fight against money laundering and financing of terrorism, to carry out solvency verifications or to reply to judicial or extrajudicial requests against the Merchant or any third party. CYBS can also send information to the authorities of its own decision, especially if the Merchant seems to use its services in a manner which is contrary to the law, in particular if

indication of money laundering or financing terrorism risks are involved. CYBS do not have to inform the Merchant of these communications.

19. **Blocking available funds.** CYBS may at any time block Merchant's funds without informing the Merchant, either on the basis of a legal obligation, or intentionally, if the account presents a major financial risk, the Merchant seems to use the services in a manner which is contrary to the law, especially if there are suspicion of money laundering or financing terrorism. Risks related to this blockage are to be borne by the Merchant.
20. **Liability.** CYBS is held to an obligation of means but not of results. CYBS assumes no contractual, tortious or otherwise liability, including pre-contractual, in respect to the Merchant for any loss of income, loss of profits or any expected loss of business volume, loss of contracts, loss of commercial reputation, loss of forecasted savings, damage or corruption of data, or for any loss or consequential damages of any kind whatsoever, and regardless of the cause, or which may result from CYBS's benefits or its unavailability; whether this loss or damage was or was not foreseeable or envisaged by the Merchant. CYBS cannot in any case be held liable for any damages caused by a case of Force Majeure or any event outside its control.
21. **Force Majeure:** The occurrence of a case of Force Majeure results in CYBS's obligations set forth in this Contract being suspended without attributing any injury liability to CYBS.

Explicitly, those events considered as a case of Force Majeure, beyond those usually retained by court case law: total or partial strikes, internal or external to the company, governmental or legal restrictions, regulatory or **government amendments**, modifications to the rules of Card Organizations (GIE, CB, MasterCard, Visa, etc.) or to establishments which issue cards, telecommunications blockages, IT intrusion or pirating of servers and any other technical accident occurring on the Klik&Pay system, through no fault of CYBS, making it impossible for CYBS to fulfil its obligations.

22. If the liability of CYBS is involved in the application of a contract to use the Klik&Pay service, the indemnity which could be claimed from it only applies to direct and material damages, excluding operating losses or sales losses and loss of data. The amount of compensation is expressly limited to the amount of the commissions effectively received by CYBS in remuneration for its Services, for the six (6) months prior to the occurrence of the damages, or to the amount of harm effectively caused by CYBS if the latter is lower. However, a dysfunction lasting less than 24 hours cannot give rise to compensation.
23. **Compensation.** The Merchant shall indemnify CYBS, its subsidiaries, representatives, employees, members of the Board of Directors and management of CYBS and its subsidiaries (hereinafter referred to as "Compensated Persons") for all their costs, expenses or losses resulting from any claim, demand from the courts, clarification founded within the context of CYBS's obligations for money laundering and financing of terrorism, or liability related to the violation of a legal or contractual obligation, including if a tort violation, resulting from this GC or any other agreement concluded between the Merchant and CYBS, its affiliates or an organization or issuer or a credit card or any other third party with a claim against CYBS or one of its subsidiaries, regardless of its nature. The Merchant also accepts that it will compensate the Compensated Persons for all their court costs and any attorney's fees. The Merchant authorizes CYBS to debit the amounts due for the Compensated Persons from its account. Each Compensated Person is authorized to personally enforce these conditions from this Claus. The Merchant accepts in this context that the personal information related to it, as well as information relative to its account, are communicated to third parties to the limit necessary to protect the interests of Compensated Persons.
24. **Amendment to the GC and other contractual provisions.** CYBS reserves the right to amend the GC at any time as well as other contractual provisions, in particular the technical manuals, the rules of use, and the Rule for fees and expenses. Amendments will be communicated to the Merchant in an appropriate manner. CYBS can at any time propose new means of payment. All amendments enter into force immediately as soon as the Merchant is notified.

25. **Other provisions.** The fact that CYBS does not require compliance or performance of an obligation arising from a relationship with the Merchant does not imply any waiver of the validity of this duty or affect the right of CYBS to seek its enforcement or profits. The invalidity of one or more provisions of these GC does not invalidate any of the remaining provisions, unless one considers that they have not been adopted by CYBS in the absence of such terms.
26. **Jurisdiction and applicable law.** This Contract is subject to the laws of the CYBS country of residence where the contract has been signed. The exclusive jurisdiction, for all disputes deriving from the relationship between CYBS and the Merchant, is the relevant CYBS country and town of residence where the contract has been signed. CYBS reserves the right, however, to take action against the customer in before the competent court of the customer's headquarters, or any other competent court; CYBS residence country law remains exclusively applicable in this case.