

BAMBORA ONE & BAMBORA GROW – GENERAL TERMS AND CONDITIONS**(July 2022)****1 Background, etc.**

- 1.1 These general terms and conditions form part of the Agreement between Bambora AB, company registration no. 556233-9423, (“**Worldline Nordics**”) and the merchant as described in the Agreement (the “**Merchant**”).
- 1.2 Worldline Nordics and the Merchant are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.
- 1.3 Worldline Nordics is a payment institution, which has a license to provide payment services and is under the supervision of the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*). Worldline Nordics is part of the Worldline group whose main operation is card acquiring transactions (“**Acquiring**”). Worldline Nordics also offers (directly or indirectly through subcontractors) rental of terminals and any applied accessories, associated software and potential drivers, for collecting card information through transactions (including authorisation, value added services and parameter services) via any payment gateway used by Worldline Nordics. Worldline Nordics also offers related support services to the Merchant.
- 1.4 Worldline Nordics will provide the Merchant with the following services:
- a) Acquiring of card transactions in accordance with the Agreement, these General Terms and the Special Terms and Conditions for the Acquiring of Card Transactions (as defined below);
 - b) Rental of Terminals in accordance with the Agreement, these General Terms and Conditions and the Special Terms and Conditions (as defined below); and
 - c) Support services in accordance with the Agreement, these General Terms and Conditions and the Special Terms and Conditions for Service and Support (as defined below).
- 1.5 The Parties may agree that Worldline Nordics shall provide further payment solutions and services to the Merchant (“**New Services**”) in accordance with the Agreement (which will be updated and supplemented with such New Services).
- 1.6 In case of any discrepancies between the documents constituting the Agreement, the following order of priority shall apply (all as defined below); 1) the Special Terms and Conditions, 2) the General Terms and Conditions and 3) the Instructions.

2 Definitions

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

Agreement	means the Merchant's application for the acquisition of Card transactions, rental of Terminals, Service and Support, Worldline Nordics' written grant of the application, these General Terms and Conditions, the Special Terms and Conditions as well as Instructions in force from time to time and appendices or supplements (if any) which are expressly stated are as relating to these General Terms and Conditions and/or the Special Terms and Conditions and/or application.
Business Day	means a day (excluding Saturdays and Sundays) on which banks are open for general business in Sweden.
Card	means a card or another form of payment instrument correctly issued by an authorised and/or licensed card issuer, bearing a trademark of a card type which the Parties have agreed shall be covered by the Agreement. The agreed trademarks and card types are set out in the application or otherwise agreed from time to time.
Card Information	means information embossed or printed on the front or back of the Card and/or information stored in the Card's magnetic stripe, chip or equivalent technology.
Card Scheme	means the Card Scheme(s) agreed and listed in the application or otherwise agreed from time to time.
Cardholder	means a natural person in whose name a Card has been issued.
Chargeback	means any claim for the return of funds to a Cardholder, issuer of a Card or Merchant related to a Transaction as applicable (irrespective of the reason for such claim) in accordance with the Regulations.
Collateral	means all of the Merchant's present and future rights, title and interest in: <ul style="list-style-type: none"> a) the aggregate amount of all proceeds, including any claim the Merchant may have against Worldline Nordics with respect to any proceeds, derived from the sale of Merchant's goods or services to Cardholders, as held from time to time by Worldline Nordics on behalf of the Merchant (Sw. <i>redovisningsmedel</i>) on any client fund account or otherwise pursuant to this Agreement, and/or b) the Security Deposit, if any.
Contactless Payment	means a payment where the Card is held very close to the Terminal to let the Terminal capture the information stored on a Card.

Delivery Date	shall have the meaning ascribed hereto under section 23.2 of the Special Terms and Conditions for rental of terminals.
DCC – Dynamic Currency Conversion	means an additional functionality where the Cardholder is offered to execute the payment in the Card’s billing currency.
Designated Account(s)	means the account(s) for payment under this Agreement established and maintained by the Merchant at financial institution(s) acceptable to Worldline Nordics and set out in the application.
Equipment	means the Software and the Hardware.
Financial Exposure	means the risk for a Chargeback.
Force Majeure	shall have the meaning ascribed hereto under section 10 in the General Terms and Conditions.
General Terms and Conditions	means these general terms and conditions which are published on www.bambora.com as updated from time to time.
Hardware	means the Terminal excluding the Software.
Instructions	means the Equipment’s user manual and any instructions and recommendations issued by Worldline Nordics and/or the Equipment’s manufacturers in writing from time to time, available at www.bambora.com , to the Merchant for the purposes of the services provided under this Agreement.
Intellectual Property Rights	means all copyright (including the right to computer programs, source codes, object codes and algorithms), trademarks, design rights, patent rights, inventions, know-how and other intellectual and/or industrial property rights under this Agreement.
Local Law	means applicable laws and regulations of the country where the Merchant is established or domiciled.
Merchant	means the company which has entered into this Agreement with Worldline Nordics.
Monthly Fee	means the fee for the rental of Hardware, the license to use the Software and the Support Services.
Payment Default	means a failure by the Merchant to pay on the due date any amount payable pursuant to a Recourse Claim or any other amount payable by it under this Agreement at the place and in the currency in which it is expressed to be payable.

Pledge	the first priority pledge over the Collateral created under or pursuant to this Agreement.
Recourse Claim	means any claim of Worldline Nordics against the Merchant in respect of any (i) Chargeback, (ii) refund, (iii) rejected, fraudulent, reversed or otherwise corrected Transaction or (iv) fees (as set out in the application), costs, handling charges or penalties, etc. that Worldline Nordics is required to pay to the Card Schemes, any regulatory authority or other third party in connection with any claim.
Regulations	means rules, regulations, directives, etc. issued by Card Schemes relevant to the services provided by Worldline Nordics under this Agreement, available at the respective Card Schemes' website.
Sales Method	means any sales method used by the Merchant in the sale of goods and/or services covered by this Agreement as set out in the application and Instructions may be issued by Worldline Nordics for each such Sales Method.
Sales of value units	means, at present, 1) purchases of virtual currency, and 2) transfers to other payment solutions, including gift certificates valid for longer than thirty-six (36) months.
Secured Obligations	means at any time all present and future moneys, debts and liabilities due, owing or incurred by the Merchant pursuant to the Recourse Claims, any unpaid fees and any other obligation of the Merchant under this Agreement.
Security Deposits	means the amount (if any) deposited by the Merchant on Worldline Nordics' client funds account or any other bank account agreed between the Parties
Software	means all the software licensed to the Merchant under this Agreement including but not limited to the software in the Terminal(s) and any potential software components.
Special Terms and Conditions	means the Special Terms and Conditions for acquiring, the Special Terms and Conditions for rental of terminals and the Special Terms and Conditions for Service and Support.
Support Services	shall have the meaning described in the Special Terms and Conditions for Support Services.

Terminal	means technical equipment which collects information stored on a Card in order to create a Transaction, irrespective of whether the information is stored on a magnetic stripe, a chip, a contactless chip, by help of a QR-code or on any equivalent technology.
Transaction	means both 1) purchase transactions in which a Card is used as means of payment, and 2) refund/crediting of corresponding purchase transactions.

BAMBORA ONE & BAMBORA GROW – COMMON PROVISIONS

The terms and conditions under this section contains common provision to the Agreement.

3 Incorporation of Regulations and Instructions

- 3.1 All services and the co-operation pursuant to this Agreement shall be carried out in compliance with the Regulations. If there is any conflict between the Regulations and the terms and conditions set out in this Agreement, the Regulations shall prevail.
- 3.2 Merchant agrees to comply with the Regulations issued from time to time by the Card Schemes. The applicable Card Schemes are specified in the application or otherwise agreed from time to time. Merchant acknowledges that the Regulations can be found at the Card Schemes' respective websites. In the event of any disagreement between Worldline Nordics and Merchant regarding the interpretation of the Regulations, Worldline Nordics shall have the final decision.
- 3.3 If either Party becomes aware that the co-operation under this Agreement is not conducted in accordance with the Regulations, such Party will promptly notify the other and the Parties shall immediately commence discussions with the aim of making the co-operation compliant with the Regulations. If the Parties are unable to reach an agreement within ten (10) Business Days from the date on which discussions were initiated, then each Party shall be entitled to terminate this Agreement in accordance with section 7.3.
- 3.4 If a Card Scheme notifies any party that the co-operation under this Agreement is not conducted in compliance with the Regulations, the Party receiving such notice will immediately notify the other Party thereof.
- 3.5 Worldline Nordics shall inform the Merchant of any changes to the Regulations that it becomes aware of and that is relevant for the services and/or the obligations and rights under this Agreement.
- 3.6 Worldline Nordics is entitled to issue Instructions from time to time as well as to amend, supplement and/or change the existing Instructions. Any new or amended, supplemented and/or changed Instructions shall enter into force no earlier than thirty (30) calendar days after the Merchant has received written notice of such changes.
- 3.7 In the event of any discrepancy between these General Terms and Conditions and an Instruction, the Instruction shall take precedence.

4 PCI standards

- 4.1 In order to maintain a high level of security in the global card payment systems and to enhance confidence in Cards as a means of payment, it is of utmost importance that anyone who processes Card Information does so in a secure manner. For this reason, the industry has agreed on a joint industry standard for processing Card Information. The standard is called Payment Card Industry (PCI) Data Security Standard (DSS) and is developed by *inter alia* Visa and MasterCard.
- 4.2 The Merchant undertakes to comply with the PCI DSS standard as published on www.pcisecuritystandards.org in order to process Card Information in a secure manner.
- 4.3 In case the Merchant suspects irregularities or fraudulent use of Card Information, the Merchant is required to report this suspicion to Worldline Nordics without delay.
- 4.4 The Merchant undertakes not to store any sensitive data regarding Cards or data relating to Transactions. In cases where the Merchant's business requires handling and storage of Card data, Card Information or data relating to Transactions, such handling and/or storage must be carried out in accordance with all applicable laws, regulations and rules.
- 4.5 Worldline Nordics shall at all times have the right at its request (following the giving of reasonable notice where possible) to:
- a) receive all information (and confirmations) with respect to the Merchant's compliance with section 4.4;
 - b) audit, or request the audit of, the Merchant's compliance with section 4.4;
 - c) have its forensics investigators of choice investigating any breach or suspected breach of, or non-compliance with, the requirements of section 4.4; and
 - d) inspect any Terminal.
- 4.6 All costs in relation to any request made by Worldline Nordics pursuant to section 4.5 shall be borne by the Merchant.
- 4.7 The Merchant shall promptly notify Worldline Nordics in writing of any breach or suspected breach or non-compliance by it of the requirements of section 4.4 that the Merchant becomes aware of.
- 4.8 Worldline Nordics is responsible for complying with applicable PCI DSS requirements for Card Information handled by Worldline Nordics on behalf of the Merchant.

5 Prices

- 5.1 In consideration of the services which Worldline Nordics provides pursuant to the Agreement, the Merchant shall pay the prices, fees and Monthly Fees generally applied by Worldline Nordics from time to time and which are available in the application for Bambora One and/or Bambora Grow. Other costs

relating to the Equipment (such as extra paper rolls and cords) are not included in the Monthly Fee. Price list specifying applicable prices is available on Worldline Nordics' webpage (www.bambora.com).

- 5.2 Worldline Nordics may, at any time, change its prices and fees. Such changes shall enter into force not earlier than thirty (30) calendar days after notice to the Merchant. If the Merchant has not informed Worldline Nordics that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.

6 Payment terms and conditions

- 6.1 Payment by the Merchant to Worldline Nordics of agreed prices and fees applied by Worldline Nordics from time to time shall take place in accordance with the terms set out in the application for Bambora One respectively Bambora Grow or Worldline Nordics' written grant of respective application.
- 6.2 Notwithstanding what is stated in section 6.1, for Bambora Grow and Acquiring, payment by Merchant to Worldline Nordics of agreed prices and fees shall take place through Worldline Nordics making a deduction for the amount in connection with the payment routines terms that apply between the Parties. In case the net value is less than zero (0), the Merchant shall, upon Worldline Nordics' request, settle the amount by crediting Worldline Nordics' bank account. Should none of the above payment options be possible for whatever reason, Worldline Nordics has a right to invoice the Merchant for any outstanding amount payable by Merchant, including the Recourse Claims.
- 6.3 Worldline Nordics is entitled to deactivate the payment function of the Terminal, should the Merchant not make its payment of the Monthly Fee in due time, until full payment of the Monthly Fee has been made by the Merchant. If temporary deactivation takes place on several occasions or the Merchant is in payment delay for more than thirty (30) calendar days, Worldline Nordics has a right to terminate the Agreement with immediate effect.
- 6.4 Further to what is set out in section 5, the Merchant acknowledges that any damages, loss or prevention of using the Equipment caused by the Merchant shall not relieve the Merchant from its obligation to pay the Monthly Fee.
- 6.5 If Worldline Nordics notices, at any given time, that Worldline Nordics' Financial Exposure or its credit risk in relation to the Merchant has increased, Worldline Nordics is entitled to change the payment terms with immediate effect in order for them to correspond to the higher Financial Exposure or credit risk. Worldline Nordics shall furthermore be entitled to request additional security if Worldline Nordics deems it necessary.
- 6.6 If payment is not made in due time, Worldline Nordics is entitled to interest on overdue payment in accordance with paragraph 6 of the Interest Act (Sw. *Räntelag* (1975:635)) from the maturity date until payment has been made in full. Worldline Nordics is also entitled to compensation from the Merchant for any costs and expenses relating to the collection of amounts fallen due.

7 Term and termination

- 7.1 This Agreement shall be deemed executed on the day on which Worldline Nordics notify the Merchant in writing (e-mail or regular post) that the application has been granted and that the Agreement has thus entered into force. Applicable term (and potential renewal terms) is available in the application for respective service, i.e., Bambora One and Bambora Grow. When the fixed term (and any potential renewal terms) has lapsed, the Agreement is valid until further notice, subject to ninety (90) calendar days' notice of termination by either Party.
- 7.2 In the event a Party is in material breach of its obligations under the Agreement, the other Party shall be entitled to terminate the Agreement with immediate effect. In accordance therewith, Worldline Nordics shall *inter alia* be entitled to terminate the Agreement with immediate effect in the event the Merchant does not pay Worldline Nordics as set out in section 6 above.
- 7.3 Worldline Nordics shall also be entitled to terminate the Agreement with immediate effect: 1) *in the event* there is a change in the business, character or ownership of the Merchant and Worldline Nordics considers that this has or may have a negative effect on the business of, or risks to, Worldline Nordics under this Agreement; 2) *where* the Merchant or a person connected to the Merchant (such as *inter alia* a director, officer, employee, consultant or owner) is, or becomes, registered in a Special Register (as defined in section 12.5) or circumstances occur which constitute grounds for such registration; 3) *where* the Merchant is involved in, or otherwise associated with, criminal activity; 4) *where* the Merchant has provided incorrect, incomplete or misleading information; 5) *where*, in Worldline Nordics' reasonable opinion, the Merchant's payment ability can be called into question; 6) *where* the Merchant is, or is deemed, insolvent for the purpose of any applicable law or regulation or admits its inability to pay its debts as they fall due or suspends making payments on any of its debts or commences negotiations with a view to rescheduling any its indebtedness; 7) *in the event* the Merchant fails (or Worldline Nordics reasonably consider it likely that the Merchant will fail) to perform any of its obligations towards the Cardholders in respect of its goods or services in any material respect; 8) *where* the Merchant is in material breach of the Instructions and/or Regulations and Worldline Nordics has made the Merchant aware of such breach but not rectified the breach within the time prescribed for it as communicated by Worldline Nordics; 9) *where* the Merchant, in Worldline Nordics' reasonable opinion, through its behaviour or manner of conducting its business may or could damage Worldline Nordics' reputation; 10) *in the event* the Merchant repeatedly fails to respond in a timely manner to communicated requests for customer due diligence information by Worldline Nordics and Worldline Nordics, in its assessment, does not have adequate customer due diligence information pursuant to applicable regulations on measures to prevent money laundering and terrorist financing; 11) *where* any updated customer due diligence information provided by the Merchant does not comply with the policies set by Worldline Nordics, and the Merchant does not cure any such non-compliance within reasonable time after request from Worldline Nordics to do so; and 12) *in accordance with* any termination conditions set out in the Special Terms and Conditions.

- 7.4 Worldline Nordics shall be entitled to terminate the Agreement, without requirement of notice in accordance with section 7.6, if no Transactions have occurred at the Merchant's for a consecutive period of twelve (12) months.
- 7.5 Worldline Nordics reserves the right to deactivate the acquiring function without notice should the Merchant repeatedly fail to respond in a timely manner to communicated requests for customer due diligence information from Worldline Nordics. Subject to Worldline Nordics discretion, the deactivation may cease if the Merchant successfully submits the requested information to Worldline Nordics.
- 7.6 Subject to section 7.4, any notice of termination of the Agreement must be in writing and the notice may be sent by e-mail. Section 14.11 shall apply to a notice of termination.
- 7.7 In the event the Agreement is terminated, irrespective of the reason therefore, the Merchant's sales against payment by Card pursuant to the Agreement shall terminate at the same time, which means that Worldline Nordics, in its turn, shall no longer be entitled or obligated to accept Transactions from the Merchant.
- 7.8 In the event the Agreement is terminated, irrespective of the reason therefore, the Parties remain liable for any and all Transactions effected on the basis of the Agreement prior to such termination.
- 7.9 The termination of the Agreement, irrespective of the reason, shall not affect the Parties' rights and/or obligations occurred prior to such termination.
- 7.10 If the Merchant or its affiliate has entered into other payment services agreement with Worldline Nordics or an entity within the same group as Worldline Nordics, a breach or default by the Merchant under this Agreement will be deemed a breach or default under those other agreements, and a breach or default by the Merchant or its affiliate under any of those agreements will be deemed a breach or default by the Merchant under this Agreement. Worldline Nordics will have the right to set-off against any money owing by Worldline Nordics to the Merchant under this Agreement and any money owed to Worldline Nordics or its affiliate by the Merchant or its affiliate under any of those agreements.
- 7.11 In the event Transaction(s) or the Agreement conflict with financial sanctions issued by official regulatory bodies of, including but not limited to, the EU, UN, UK, US or by local authority applicable to Worldline Nordics, Worldline Nordics reserves the right to refuse the Transaction(s) or terminate the Agreement with immediate effect.

8 Limitation of liability

- 8.1 Worldline Nordics shall only be liable towards the Merchant for any loss it has directly suffered, if it is finally judicially determined that Worldline Nordics has acted with gross negligence. However, Worldline Nordics shall not be liable under any circumstances for indirect loss, consequential loss, loss of goodwill, loss of profit or loss of potential business opportunities or for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction.
- 8.2 Worldline Nordics' aggregate liability under this Agreement shall under all

circumstances be limited to EUR 10,000 (ten thousand euro) or an amount corresponding to the fees for the service withdrawn by Worldline Nordics, or otherwise paid to Worldline Nordics by Merchant, in the twelve (12) month period preceding the last event giving rise to the claim hereunder, whichever is the lower.

- 8.3 Any claim for compensation under this Agreement by the Merchant towards Worldline Nordics must be presented in writing by the Merchant to Worldline Nordics immediately but no later than within forty-five (45) calendar days from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim, unless otherwise stated herein. Any claim towards Worldline Nordics will expire if it is not brought before court within in one (1) year from when the Merchant became aware of, or should have become aware of, the circumstance giving rise to the claim.

9 Reporting

- 9.1 The Merchant shall deliver the latest annual accounts (or similar information in case the Merchant is not obliged to prepare an annual report pursuant to Local Law) to Worldline Nordics in Swedish, Danish, Norwegian or in English upon Worldline Nordics' request. Such information shall be provided without delay and in no event not later than within two (2) weeks from the time when it has been requested.
- 9.2 Furthermore, the Merchant shall, without delay and in no event later than within two (2) weeks of Worldline Nordics' request, provide interim reports (e.g., biannual, and quarterly reports or similar information) and other information that may be relevant to the Parties under the Agreement, e.g., information significant for Worldline Nordics to determine the risk profile of the Merchant. The Merchant shall also provide up-to-date customer due diligence information upon Worldline Nordics' request.
- 9.3 The Merchant shall notify Worldline Nordics immediately in writing regarding changes relating to the composition of its company name, ownership structure, address, telephone and e-mail address, relevant account numbers, changes in branch affiliation and other circumstances which may be of significance under the Agreement.
- 9.4 A Party shall also notify the other Party immediately of events which may be assumed to affect, or will affect, all or parts of the co-operation pursuant to the Agreement. It is of particular importance that all planned changes in a Party's IT system which in any respect may be assumed to affect the co-operation are notified to the other Party immediately upon commencement of planning with respect to the changes.
- 9.5 Worldline Nordics shall regularly verify how the information which the Merchant has provided to Worldline Nordics, e.g., regarding the time which elapses between the date of payment by Card at the Merchant and the date for delivery/performance of the product/service to which the payment relates accords with the circumstances actually prevailing from time to time. The Merchant shall be obliged to assist, to a reasonable extent, in order to facilitate

such verification.

- 9.6 The verification referred to in the preceding paragraph shall take place primarily to ensure that the payment terms and conditions and any security provided to secure Worldline Nordics' right to payment, etc., from time to time 1) correspond to the actual circumstances; and 2) are otherwise also in accordance with Worldline Nordics' guidelines and policies.

10 Force Majeure

- 10.1 Neither Party shall be liable for the failure to perform any obligation pursuant to the Agreement where such failure is due to a Force Majeure Event where such circumstances are beyond such Party's control which prevents or renders materially more difficult timely performance of its obligations.
- 10.2 Force Majeure Events shall include, *inter alia*, war, acts of war, terrorist actions, import or export prohibitions, natural disasters, restrictions on general public transport, deficiencies or delays in energy supplies or telephone connections, the actions or omissions of public authorities, DDos-attacks, computer viruses, new or amended legislation, orders or actions of public authorities, labour conflicts, blockades, fire, flooding, loss of data, extensive losses or destruction of property other than the Hardware or major accidents, as well as defects or delays in products or services from subcontractors as a consequence of circumstances stated above (each a "**Force Majeure Event**"). Labour conflicts shall be deemed to be Force Majeure Events irrespective of a Party's role in such conflict.
- 10.3 In the event that a Party wishes to be released from its obligations under the Agreement by relying on section 10.1, such Party shall, where possible, notify the other Party thereof without undue delay.
- 10.4 In the event the performance of the Agreement is materially impeded for a period in excess of fifteen (15) Business Days due to a Force Majeure Event, either Party shall, without liability, be entitled to terminate the Agreement by giving thirty (30) calendar days' written notice to the other Party.

11 Personal data

- 11.1 Within the scope of this Agreement, Worldline Nordics may process personal data. Such personal data may either relate to (i) the Merchant or the transactions related to the products and services provided, to be collected for customer due diligence purposes when the Merchant is boarded by Worldline Nordics as well as during the course of the business relationship, or (ii) the Card Holder as Card Information, when handling a payment transaction. Irrespective of the type of personal data, Worldline Nordics will process such personal data as data controller and will therefore be responsible and liable for the lawfulness of such personal data processing.
- 11.2 To the extent the Merchant conducts any personal data processing for its own purposes, the Merchant shall be considered data controller and be solely responsible and liable for the lawfulness of its personal data processing, including any disclosure to Worldline Nordics.
- 11.3 Each Party undertakes to comply with its obligations under applicable data

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

12 Confidentiality and registration

- 12.1 The terms and conditions of the Agreement and any information about the Merchant shared with Worldline Nordics are confidential, except for any information accessible on Worldline Nordics' website including these General Terms and Conditions, and the Parties shall not be entitled to disclose such information to any third party. Nor may either Party disclose to any third-party information regarding the other Party's business which may be considered a business or trade secret.
- 12.2 However, the Merchant consents to that Worldline Nordics may, in accordance with the duty of confidentiality of payment institutions, transfer such information as referred to in section 12.1 to 1) companies within the same group as Worldline Nordics; 2) Card Schemes; 3) service providers with which Worldline Nordics cooperates in order to offer additional services, or to improve Worldline Nordics' services or to ensure the performance of the Agreement in respect of e.g. PCI DSS and other security issues; and 4) companies with which Worldline Nordics cooperates, such as referral partners, payment facilitators and Payment Service Providers.
- 12.3 The Merchant consents to that Worldline Nordics may disclose such type of information about the Merchant, and the Merchant's Transactions, that Worldline Nordics deems necessary including fraud data, dispute related data, issuer data to the parties listed in section 12.2 above. The Merchant also consents to that Worldline Nordics may disclose information which is necessary in order to connect the requested service and Equipment, such as the company name, registration number, contact details, customer number and Merchant Category Classification (MCC) code, to terminal suppliers and other payment service suppliers.
- 12.4 Section 12.1 shall not prevent Worldline Nordics from disclosing such information as Worldline Nordics is required to disclose by law, government regulation settlement, requests from other acquiring banks, or an injunction from a competent authority or court. Nor shall section 12.1 prevent Worldline Nordics from sharing such information to other companies in the same group as Worldline Nordics in order to promote other products or services within the same group as Worldline Nordics.
- 12.5 The Card Schemes may, from time to time, maintain registers (including monitoring systems) ("**Special Registers**") with respect to breaches of the type of agreement concluded by the Parties hereunder and/or which have been terminated due to breach of contract or for other similar reasons. Registration of the Merchant in Special Registers may take place due to *inter alia* the Merchant's breach of this Agreement or due to the Merchant having provided incorrect,

incomplete or misleading information, e.g., upon execution of the Agreement.

- 12.6 The Merchant is also informed that Worldline Nordics and any subcontractors have an obligation to, and will, report any misuse of the Transactions and Equipment, criminal acts, fraud, data breaches and suspicion of any data breach to the relevant authorities. Section 12 shall not prevent the Merchant to disclose any integrity fees or service fees applied by Worldline Nordics or any information that the Merchant according to section 27 of the Special Terms and Conditions is obligated to disclose.
- 12.7 Section 11.3 will survive the termination of this Agreement.

13 Assignment and subcontractors

- 13.1 Worldline Nordics may, without the consent of the Merchant, assign its rights and/or obligations to companies within the same group as Worldline Nordics. The Merchant may not assign any of its rights and/or obligations pursuant to the Agreement to any third party without Worldline Nordics' prior written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions.
- 13.2 Worldline Nordics may retain subcontractors without the Merchant's prior consent.
- 13.3 If the Merchant intends to retain a subcontractor that may get access to Card Information in connection with Transactions, such subcontractor must be approved by Worldline Nordics in writing and in advance.
- 13.4 Each Party is responsible and liable with respect to all acts and omissions of its subcontractors or even if such subcontractor is also responsible towards the other Party.

14 Other

- 14.1 The current General Terms and Conditions and Instructions are available on Worldline Nordics' website (www.bambora.com). Worldline Nordics has the right to amend these General Terms and Conditions, the Special Terms and Conditions and/or Instructions at any time without the prior approval of the Merchant. The Merchant is responsible for keeping itself updated with the current version. In case of significant changes, Worldline Nordics shall promptly and at least thirty (30) days prior to the change takes effect, provide the Merchant with the new version of the General Terms and Conditions, the Special Terms and Conditions or Instructions (as applicable) and/or inform the Merchant of where they can be found.
- 14.2 If the Merchant does not accept such significant changes as set out in section 14.1, the Merchant is entitled to terminate the Agreement prior to the changes takes effect and without compensation. If the Merchant has not informed Worldline Nordics that it does not accept the changes before the effective date, the Merchant shall be considered to have accepted the changes.
- 14.3 If any of the provisions in this Agreement conflict with the Swedish Payments Service Act (Sw. *Lag (2010:751) om betaltjänster*) (the "**Payments Act**"); the

Agreement shall prevail, provided that the Payments Act allows for the Parties to agree to that effect. For example, chapter 4 in the Payments Act shall not apply to this Agreement. Neither shall chapter 5, section 1, first paragraph; section 28-30; section 31, second to third paragraphs; section 35-37; section 47; section 48, first to third paragraphs; section 49-53; section 54 first paragraph and Chapter 5a, section 2-5; and section 6, first paragraph in the Payments Act.

- 14.4 In respect of the day-to-day co-ordination pursuant to the Agreement, the Merchant shall appoint a contact person whose name and contact details shall be notified to Worldline Nordics. On Worldline Nordics' behalf, this means Worldline Nordics' customer support.
- 14.5 In the event the Agreement does not state the manner in which costs incurred as a consequence of the co-operation are to be borne or allocated, the Parties shall, upon taking a decision to carry out such a measure, also decide on the manner in which the measure shall be defrayed. In the absence of such a decision and where the Parties are unable to agree on the manner in which the costs shall be borne or allocated, and in the event the measure is nevertheless carried out the Party that chooses to carry out the measure shall also be solely liable for the cost thereof.
- 14.6 Other than as stated in the Agreement, the Parties shall not be entitled to represent each other or to use each other's trademarks, company names or know-how without the other Party's written consent. Such right of use does not create any rights and shall cease immediately upon the termination of the Agreement.
- 14.7 Headings in the Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.
- 14.8 Each Party shall within reasonable time notify the other Party about matters that affects, or could affect, the Parties' co-operation pursuant to this Agreement.
- 14.9 Each Party confirms that this Agreement (and any document referred to herein) represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto.
- 14.10 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.
- 14.11 All messages in accordance with the Agreement shall be written and in Swedish, Danish, Norwegian, or English, and handed over in person or, through an internationally recognised courier firm or sent as e-mail. The Parties agree that the Merchant's potential complaints may be responded in Swedish or in English and may be delivered as set out in this section 14.11. A written message that has been sent to a Party shall be deemed to have reached the other Party upon delivery, provided that when a delivery takes place outside working hours, the message shall be deemed to have been received by the Party concerned at the start of ordinary working hours on the next Business Day. In this regard, ordinary working hours shall mean 9 am to 5 pm.
- 14.12 Each Party shall ensure that those of its employees who are required to have knowledge of the Agreement are informed of the content of the Agreement.

14.13 If any provision of this Agreement is partially or in its entirety declared invalid, unenforceable or otherwise without binding legal effect due to mandatory law or government decision or regulation, the provision and other terms of the Agreement shall apply to the extent the law, decision or regulation allows.

15 Applicable law and disputes

15.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.

15.2 Disputes relating to the Agreement, its execution, interpretation and/or application or other legal relations connected to the Agreement shall preferably be resolved through negotiations between the Parties.

15.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, and which could not be resolved within thirty (30) calendar days pursuant to section 15.2 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

BAMBORA ONE & BAMBORA GROW – SPECIAL TERMS AND CONDITIONS FOR THE ACQUIRING OF CARD TRANSACTIONS

The terms and conditions in this section refers to the Acquiring of card transactions and forms an integral part of the Agreement.

16 Scope

- 16.1 Pursuant to the Agreement, Worldline Nordics shall be able to acquire Transactions undertaken with a Card at the Merchant's. Transactions may only be made in the currencies agreed in the Agreement.
- 16.2 Worldline Nordics will provide the Merchant with unique customer numbers for each Sales Method (Merchant ID) which the Parties have agreed shall be covered by the Agreement. Such customer numbers, which must always be used in conjunction with the Merchant's reporting of Transactions to Worldline Nordics, may not be used for Sales Methods or goods or services within a stated industry, other than as agreed upon between Worldline Nordics and the Merchant.
- 16.3 Sales of value units may take place only following written consent from Worldline Nordics.

17 The Merchant's undertakings

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

- h) to comply with applicable law and public authority regulations in force from time to time;
 - i) not to create multiple purchase transactions in respect of a single purchase with the same Card; and
 - j) not to transfer to Worldline Nordics Transactions which have been carried out at a party other than the Merchant; and
 - k) to comply with the rules regarding marketing of online payment services in accordance with chapter 7 a, section 1-2 of the Payments Act.
- 17.2 Refunds should be made in whole or partially to a preceding debit transaction and be made using the Card used for the purchase. Original credit transactions may be processed with Worldline Nordics' express prior consent. Refunds and original credit transactions will not be processed by Worldline Nordics if there are insufficient client funds to cover such transactions, unless Worldline Nordics has given express consent. Worldline Nordics may at its discretion request that Merchant ensures a sufficient balance is present before processing refunds and original credit transactions.
- 17.3 Where the Merchant itself possesses a Card (where the Merchant is operated as a sole proprietorship, partnership, limited partnership or limited liability company which is a so called closely held company), such Card may not be used for payment at the Merchant's. "**Possession of a Card**" means that the Cardholder and the Merchant are identical, i.e., have the same personal ID or registration number, or that the Cardholder is the owner of, or a partner of, the Merchant.
- 17.4 When offering goods and/or services, the Merchant may not apply a higher price or surcharge fee for payment made by Card than the price applied for payments made by any other form of payment, unless such higher price or surcharge is permitted by Local Law, Regulation 2015/751 on interchange fees for card-based payment transactions and the Regulations.
- 17.5 If the Merchant applies a surcharge fee or offers a reduction of a fee in conjunction with the use of a certain Card, the Merchant shall notify the Cardholder before the Transaction is executed.
- 17.6 If the Merchant wishes to charge the Cardholder in arrears for costs which arose in conjunction with a service etc. (such as a hotel visit, rental car or similar) the Merchant must inform the Cardholder and obtain the Cardholder's consent before charging in arrears. In such case, the Merchant shall, when possible, divide the Transaction into two (2) parts, whereupon the Merchant shall immediately charge the Cardholder for that part of the transaction amount which is known at the time of the Transaction, and subsequently charge the Cardholder in arrears only for that part of the transaction amount which was not known at the time of the Transaction.
- 17.7 On becoming aware of any incorrectly executed Transaction, the Merchant shall, without undue delay and no later than within forty-five (45) calendar days, notify Worldline Nordics and request rectification.

18 Worldline Nordics' undertakings and liabilities

- 18.1 Subject to the terms of this Agreement, Worldline Nordics undertakes to make payment, less recoupment of fees, any credit(s), adjustments, fines or Chargebacks to the Designated Account(s) for purchase transactions made using Cards, provided that 1) the purchase transaction is received by Worldline Nordics within the period of time prescribed in the Instructions; 2) the purchase transaction fulfils the requirements prescribed in the Agreement; 3) Worldline Nordics having received the corresponding funds from the Card Schemes unless otherwise agreed; and 4) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.
- 18.2 The obligations of Worldline Nordics pursuant to this Agreement extends only to Transactions that are actually received by Worldline Nordics. If the Merchant engages any third party in respect of any Transaction to Worldline Nordics, then Worldline Nordics shall have no liability for any claim, action or omission relating to the co-operation between the Merchant and third party. Nor shall Worldline Nordics have any liability for any mistake, error, or similar in Transactions received by Worldline Nordics insofar as such is due to circumstances attributable to the third party.
- 18.3 Worldline Nordics shall provide the Merchant with information in relation to each Card type of the amount involved in each Transaction, the fees applied and, where applicable, any exchange rate used. The information will be provided with the frequency and in the manner separately agreed between the Parties.

19 The Merchant's liability

- 19.1 The Merchant shall be liable against the Cardholder for all defects and deviations in the quality, condition and performance of sold goods and services. Such defects and/or deviations, as well as the non-delivery or deficient delivery of goods/services to a Cardholder or any other party designated by the Cardholder, shall at all times be deemed to constitute such a breach of the Merchant's obligations.
- 19.2 The Merchant's liability pursuant to section 19.1 above shall apply notwithstanding any agreement which may have been reached between the Merchant and the Cardholder, the purchaser or any other party. The aforesaid shall also apply where the Merchant 1) conducts operations as an agent/middleman, etc. and thereby sells/brokers a third party's goods and/or services, or 2) sells/brokers goods and/or services on behalf of a third party, and thereby a party other than the Merchant may be required to make performance (e.g. delivery of goods and/or services or the carrying out of an event, trip, etc.) to which the Transaction relates.
- 19.3 The Merchant shall be obligated, upon request by Worldline Nordics, to reimburse Worldline Nordics for all amounts, plus interest and handling charges, which Worldline Nordics has paid/refunded to an issuer of a Card, a Card Scheme, a Cardholder or any other party, or any other cost incurred for Worldline Nordics or fee that Worldline Nordics may charge the Merchant at any time (including after either Party's termination and the expiry of this Agreement), as

a consequence of:

- a) the Merchant's obligations under section 19.1 above;
- b) a card issuer's final debiting of Worldline Nordics in respect of a Transaction which is the subject of a complaint pursuant to the Regulations' provisions regarding Chargebacks;
- c) the fact that the Merchant, without exercising normal care, has accepted an invalid or forged Card or a Card which has been used in an unauthorised manner;
- d) the fact that the Merchant has in any respect breached its obligations pursuant to, or otherwise acted in contravention of, the Agreement;
- e) breach of applicable law or public authority regulations;
- f) breach of the Instructions issued by Worldline Nordics; or
- g) breach of the Merchant's obligations under section 17.1k) above.

19.4 Irrespective of whether negligence, breach of contract or any other cause of action may be imputed to the Merchant, the Merchant shall also be obliged, upon request by Worldline Nordics, to pay compensation for any amounts (e.g. integrity fees and other economic sanctions) which Worldline Nordics is obliged to pay to Card Scheme(s) insofar as such amount is related to the Agreement and/or to 1) Transactions which are the subject of a complaint; or 2) fraud, bad faith or wilful conduct provided that such obligation to pay is not due to Worldline Nordics' act or omission.

19.5 In the event Worldline Nordics, prior to any obligation to pay an amount pursuant to section 19.3 or 19.4 above, receives any warning, order or similar (e.g. from Card Schemes), Worldline Nordics shall notify the Merchant without delay of the measures or suchlike which the Merchant must take in order, if possible, to avoid Worldline Nordics incurring an obligation to pay the amount.

19.6 In the event Card Schemes believe that the Merchant has reached a level of complaints due to fraud, unauthorised purchases or complaints from Cardholders which is unacceptably high in relation to the total number of the Merchant's purchase transactions (assessed in line with Card Schemes' normally applied levels), Worldline Nordics shall be entitled to terminate the Agreement with immediate effect.

19.7 Worldline Nordics shall inform the Merchant, without undue delay, about the reason for the Merchant's liability to compensate as set out in section 19.3 and 19.4. In the event the Merchant considers that it is not liable to compensate, the Merchant shall immediately notify Worldline Nordics thereof and specify the reasons therefor. This section 19.7 shall remain in force during the entire claim period applicable from time to time pursuant to the Regulations' provisions regarding Chargebacks, regardless of if the Agreement has been terminated or will expire during the claim period.

19.8 Reimbursement pursuant to section 19.3 and 19.4 may take place through a deduction from the amount to be paid by Worldline Nordics in conjunction with

the payment terms applicable between the Parties. The Merchant shall be obliged to ensure that there are sufficient funds in the Designated Account(s). In instances where the Merchant does not have sufficient funds to cover amounts due, Worldline Nordics will offset such amount against settlement funds. In the absence of sufficient settlement funds, Worldline Nordics will issue an invoice detailing amount due for payment.

20 Worldline Nordics' right to withhold and/or delay payments and right of settlement by withdrawal

20.1 Worldline Nordics shall be entitled to immediately withhold or delay payments to the Merchant until Worldline Nordics is holding an amount corresponding to the Secured Obligations, as calculated from time to time, which corresponds to the expiration of every individual Chargeback period 1) if Worldline Nordics believes that the Worldline Nordics' credit risk or Financial Exposure has increased, 2) when the Merchant fails to perform its obligations pursuant to the Agreement, 3) when the Merchant's solvency is reasonably deemed to be questionable, 4) when notice of termination of the Agreement has been given or 5) when Worldline Nordics would be entitled to terminate this Agreement pursuant to this Agreement, but has chosen not to or decided to delay such termination.

20.2 In addition to the preceding section, Worldline Nordics shall be entitled to withhold or delay payments to the Merchant in the event Worldline Nordics deems it probable that a Transaction will be subject to a Chargeback. In such situation, Worldline Nordics shall be entitled to withhold and/or delay payment of an amount equal to the anticipated Chargeback.

20.3 Where notice of termination of the Agreement is given, for whatever reason, the regular payments to Merchant shall cease commencing on the date notice of termination of the Agreement is given, and payment of the funds withheld by Worldline Nordics shall be made in accordance with section 20.1 above.

20.4 Should Worldline Nordics exercise its right to withhold or delay payment as set out in either section 20.1, 20.2 and 20.3 above, Merchant will access details around the withheld amount with the frequency and in the manner decided by Worldline Nordics.

20.5 A prerequisite for Worldline Nordics to release withheld funds, is that the Merchant shall, upon Worldline Nordics' request, provide Worldline Nordics with documentation which shows the date of delivery of the sold goods and/or services. Payment of released funds shall be made on a monthly basis or as otherwise determined by Worldline Nordics and conditioned on that the Merchant has provided Worldline Nordics with documentation deemed sufficient by Worldline Nordics. Worldline Nordics shall be entitled to withhold funds corresponding to the outstanding value of the undelivered or unused goods and/or services (as determined on the basis of the information received from the Merchant).

20.6 Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Worldline Nordics in respect of all the Merchant's

obligations/undertakings to Worldline Nordics pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day Worldline Nordics pays the total amount of withheld or delayed payment.

- 20.7 Any Collateral held by Worldline Nordics pursuant to this Agreement may be applied by Worldline Nordics in the discharge (by way of set-off or otherwise) of the Merchant's payment obligations pursuant to this Agreement (and both before and after termination of this Agreement).

21 Pledge of Collateral

- 21.1 The Merchant hereby irrevocably and unconditionally, on the terms and conditions set out herein, pledges to Worldline Nordics all its rights, title and interest in and to the Collateral for the purpose of constituting security for the Secured Obligations.

- 21.2 The Parties agree that the Pledge created pursuant to this Agreement is legal, valid and enforceable against the Merchant upon the execution of this Agreement.

- 21.3 The Merchant shall promptly, at its own expense, do whatever Worldline Nordics reasonably requires:

- a) to perfect or protect the Pledge or the priority of the Pledge; and
- b) to facilitate the enforcement of the Pledge or the realisation of the Collateral or the exercise of any rights vested in Worldline Nordics by reason of the Pledge;

including executing any transfer, assignment or assurance to, or as requested by, Worldline Nordics, making any registration and giving any notice, order or direction considered necessary or desirable by Worldline Nordics.

- 21.4 On and at any time after the occurrence of a Payment Default or any default in paying any other amount payable by it to Worldline Nordics under this Agreement and as long as it is outstanding, Worldline Nordics shall have the right to enforce the Pledge and immediately withdraw the Collateral, or any part thereof, from the client fund account and set them off against any outstanding Recourse Claim or any amount due but unpaid or enforce the Pledge in any other way and on such terms as Worldline Nordics determines.

- 21.5 The Pledge shall be a continuing security and will extend to the ultimate balance of the Secured Obligations and shall continue in force, regardless of any intermediate payment or discharge in whole or in part of the Secured Obligations.

BAMBORA ONE & BAMBORA GROW - SPECIAL TERMS AND CONDITIONS FOR RENTAL OF TERMINALS

The terms and conditions in this section refers to the rental of Terminals and forms an integral part of the Agreement.

22 Worldline Nordics' undertakings

- 22.1 Worldline Nordics undertakes to provide the Equipment for collection of, inter alia, Card Information from Transactions through a Gateway, in accordance with what is stated in the Agreement.
- 22.2 The Merchant's use of the Equipment for the purpose of carrying out Transactions is subject to the Merchant holding a valid license to use the Software at all times. Worldline Nordics undertakes to grant a license for the Merchant to use the Software in accordance with the Agreement.
- 22.3 The Software is generally available to the Merchant twenty-four (24) hours a day, however, excluding time necessary for Worldline Nordics' maintenance, modifications and planned interruptions of operation. The Merchant acknowledges that software can never be tested in all possible situations and that deviation from the agreed functionality and unforeseen interruptions may occur (provided that Worldline Nordics compensates the Merchant in the event of any long-lasting material deviations that from both Parties' perspective has a negative effect on the Merchants business (both parties acting reasonable and in good faith when assessing the alleged negative effects). Worldline Nordics shall, however, use its best endeavours to, with a high level of professional skill and care, procure that defect in the Software that reduces the intended functionality of the Equipment are appropriately remedied as soon as manageable.

23 Delivery, duty of inspection etc.

- 23.1 Delivery of the Equipment is made to the delivery address set forth in the Agreement. The Equipment is sent at the Merchant's expense.
- 23.2 The Equipment shall be deemed to be delivered on the day Worldline Nordics handed over the Equipment to the Merchant or to a carrier for onward delivery to the delivery address set forth in the Agreement ("**Delivery Date**"). The risk of the Equipment passes to the Merchant on the Delivery Date. Worldline Nordics shall make sure that the Terminal is activated on the Delivery Date.
- 23.3 The Merchant is responsible for installing the Equipment in accordance with the accompanying installation guide. The Merchant shall, as soon as possible after the receipt thereof, inspect the Equipment in accordance with fair trading standards (including ensuring that the information regarding the Merchant's name, registration number and address programmed in the Equipment is correct). If defects are discovered during such inspection, the Merchant shall immediately notify Worldline Nordics. If such notice has not been made available to Worldline Nordics within thirty (30) calendar days from the Delivery Date, or if the Merchant starts to use the Equipment, the Equipment shall be deemed to have been delivered in a non-defective condition.
- 23.4 Delayed delivery does not entitle the Merchant to terminate the Agreement,

damages or other sanctions.

24 The Merchant's undertakings

- 24.1 The Merchant rents the Equipment for the purpose of allowing the Merchant to carry out Transactions and connected activities. The Terminal shall always remain Worldline Nordics' property and the right to sub-lease the Equipment shall at all times vest with Worldline Nordics. No title in the Equipment is transferred to the Merchant by virtue of the Agreement. The Merchant is only entitled to use the Equipment for the intended purpose and at all times in accordance with this Agreement, the Instructions and the user manual as provided by Worldline Nordics.
- 24.2 Worldline Nordics reserves the right to replace the Equipment with other equivalent Equipment at any time. In the event the Merchant would suffer from any delays or similar in connection with an Equipment replacement, Worldline Nordics will give reasonable compensation. The Merchant shall be notified in advance in case of a contemplated replacement of the Equipment. The Agreement shall be applicable to the replacing Equipment instead of the replaced Equipment.
- 24.3 The Merchant is responsible for procuring that the Equipment, at all times, is in good repair and well-functioning condition and otherwise in a materially unchanged condition (excluding normal wear and tear) in comparison with the Equipment's condition on the Delivery Date. The Merchant is also responsible for taking care of and maintaining the Equipment in accordance with the Instructions. During the term of the Agreement, Worldline Nordics has a right to, at any time, have the Equipment inspected and the Merchant shall grant access to its premises in connection therewith.
- 24.4 The Merchant may only use the Equipment on premises approved by Worldline Nordics. Where the communication to the Equipment is taking place through a mobile network, the Merchant may not use any other SIM card than the one supplied by Worldline Nordics. Any other SIM card will declare all guarantees for the Equipment invalid and unenforceable and Worldline Nordics retains the right to revoke the license for the Equipment and debit the Merchant any costs related to such wrongful use.
- 24.5 If the Merchant wishes to relocate or move the Equipment from its premises to another of its premises at a different address than where the Equipment is installed, such relocation or move shall be approved in writing by Worldline Nordics. Any costs associated to such relocation or move of the Equipment shall be borne by the Merchant. In addition to this Worldline Nordics has the right to charge an administrative fee in accordance with the applicable Worldline Nordics price list.
- 24.6 The Merchant is obliged to, at its own expense, procure that the Equipment is sufficiently insured for the benefit of Worldline Nordics. Such insurance shall cover, inter alia, loss and damage during the term of the Agreement. If the Merchant fails to obtain and/or maintain such insurance, Worldline Nordics has the right to insure the Equipment at the Merchant's expense. The Merchant shall hold any insurance indemnification received separate from its own funds.

- 24.7 The Merchant is liable for any and all loss, including theft, of or damage caused to the Equipment or any part of the Equipment, regardless of whether or not the Merchant was at fault. The Equipment will be considered damaged if it has come into contact with any liquids or if any similar events occur that has affected the Equipment.
- 24.8 The Merchant shall immediately notify Worldline Nordics if the Merchant discovers or suspects any defects in, loss of, damage to, manipulation of or interference with the Equipment.
- 24.9 The Merchant is not entitled to:
- a) pledge, sub-lease, sell or otherwise transfer, dispose of, lose or divest itself of the right of use of the Equipment;
 - b) do or have others do modifications of, interfere with or make additions to the Equipment without Worldline Nordics' written consent (not to be unreasonably withheld or delayed);
 - c) combine the Equipment with the Merchant's movable or fixed property in such a way that Worldline Nordics' title to the Equipment could be jeopardized; or
 - d) without Worldline Nordics' written consent, connect the Equipment to any system for acquiring of Transactions belonging to another acquirer than the acquirer that was selected in connection to the entering of this Agreement or Worldline Nordics (not to be unreasonably withheld or delayed).
- 24.10 The Merchant is obligated to procure that all necessary connections, communications, and other required equipment for the Equipment are available at the Merchant's premises in accordance with Worldline Nordics' instructions. All communication with the Equipment must comply with the Instructions which are notified to the Merchant by Worldline Nordics from time to time.
- 24.11 The Equipment may only be used together with and/or connected to such accessories, consumables, software, Internet connections and/or other connections, that meet the requirements as set out by applicable laws and governmental regulations and applicable safety and/or technical standards, and which have been explicitly approved by Worldline Nordics. The Merchant shall bear all costs and expenses associated with the use of the Equipment, including costs for power supply, accessories, communications, consumables, and, if applicable, maintenance and replacement of the battery pack to the Equipment.
- 24.12 The Merchant is obligated to procure that all codes, identities, passwords and similar provided by Worldline Nordics, are stored and used in a secure manner. Worldline Nordics is not liable in the event a third party has taken any actions by using the Merchant's codes, passwords, identities or similar. If the Merchant has a digital reporting account for reporting (to be found at www.reports.bambora.com), such account is intended solely for the Merchant's internal use and Worldline Nordics is not liable for any damage incurred in the event that the Merchant has disclosed the log-in details to the digital reporting account to unauthorized persons.

25 License and software etc.

- 25.1 Through the Agreement, the Merchant is granted a non-exclusive, non-transferable and non-grantable license, which is limited in time to the term of the Agreement, to use the Software and related documentation together with the Hardware, in the country/countries specified in the Agreement. The license is valid as long as the Merchant fulfils its obligation to pay the Monthly Fee.
- 25.2 Worldline Nordics reserves the right to, at any time, have modifications made to the Software (e.g., in order to update the payment transaction functionality, or relating to the use of the Equipment in general). The Merchant may not oppose, refuse to participate in or cancel modifications to the Software. The Merchant is obligated to ensure that the Equipment has unimpeded internet access to the Gateway for any updates of the Software. Worldline Nordics retains the right to at any time, via the Terminal, use pre-defined public IP-addresses and network ports in connection with the Gateway and will add or change any existing IP-addresses or network ports by giving the Merchant a thirty (30) days' notice period.
- 25.3 If the Equipment is integrated with or connected to the Merchant's own terminal or software (e.g., a cash register system), or to terminal or software supplied by a third party, the Merchant shall, at its own expense, ensure that necessary modifications are made to such Equipment and/or software in accordance with Worldline Nordics' instructions.
- 25.4 Worldline Nordics reserves the right to immediately deactivate the payment function of the Equipment if the Merchant materially breaches any of the conditions set out in this Agreement, if there is a suspicion of criminal activity or if the Merchant breaches any of the conditions set out in any applicable agreement for card acquiring services entered with a company within the Worldline Nordics group or any third party.
- 25.5 Worldline Nordics reserves the right to temporarily have the Software deactivated for maintenance, modifications and planned interruptions of operation. In case of a planned interruption of operation, the Merchant shall be notified in advance.

26 Intellectual Property Rights and infringement

- 26.1 All rights, titles and interests (including rights in source code, instructions, documentation and tools) in and relating to the Equipment (including Hardware and Software) shall belong exclusively to Worldline Nordics, Worldline Nordics' affiliates, sub-contractors and/or licensors (as the case may be). All copyright, as well as other Intellectual Property Rights, related to the Equipment, and products included therein as well as related documentation and know-how, including such source code, specifications, documentation and similar added by request of the Merchant, constitutes Worldline Nordics' property.
- 26.2 Nothing contained in this Agreement involves, and shall not be construed as involving, any assignment or transfer of any ownership, copyright or other Intellectual Property Right in and to the Equipment except for the Merchant's limited right to use the Equipment in accordance with the terms of the

Agreement.

- 26.3 The Merchant undertakes not to:
- a) dismantle, reverse engineer, decompile or modify the Equipment or in some other manner try to gain access to the Equipment or let someone else gain such access, or
 - b) copy, sell, change, modify transfer, grant, sub-license, lease or lend or in some other manner dispose or take possession of the Equipment, neither shall the Merchant let someone else in other manners or by omission gain access to the Equipment or the underlying Software or its source code in any manner unless expressly permitted in this Agreement or otherwise follows from mandatory law.
- 26.4 Subject to the limitations as described under section 7 to the General Terms and Conditions and section 29 to the Special Terms and Conditions and provided that the Merchant is using the Equipment in accordance with this Agreement and the Instructions, Worldline Nordics will hold the Merchant harmless from any potential claims or actions brought against the Merchant for infringement in any third party's intellectual property right for using the Software. This undertaking will only apply provided (i) that the Merchant will give immediate notice to Worldline Nordics of such claims or actions brought against the Merchant, (ii) that Worldline Nordics is entitled to decide on the defence of such claim or action and conduct negotiations of settlements or other arrangement, (iii) that the Merchant on its own expense delivers all available information to Worldline Nordics, and (iv) that the Merchant will provide Worldline Nordics with all reasonable assistance to conduct said defence, settlement or other arrangement. If the Equipment is infringing or, in accordance with Worldline Nordics' assessment, could infringe any third party's intellectual property right Worldline Nordics may in its own discretion choose to (i) obtain approval from the Merchant to continue to use the Equipment, or (ii) change or replace the Equipment to an equivalent Equipment so that it no longer infringes any third party's intellectual property right.
- 26.5 Section 26.4 above shall be the exhaustive regulation of Worldline Nordics' liability and sanctions regarding infringement of any third party's intellectual property right in relation to the Equipment.
- 26.6 The Merchant shall hold Worldline Nordics harmless from any claim or action brought against Worldline Nordics for infringement in any third party's intellectual property right if (i) the Merchant is using the Equipment for purposes that are not compliant with or in conflict with the Instructions, or (ii) the claim or action is relating to any equipment, connection, software, systems, programs or materials provided by the Merchant or any third party.

27 Legal action regarding the Equipment

If, during the term of the Agreement, a legal action is taken in relation to the Equipment, such as distraint or seizure, or if the Merchant is declared bankrupt, the Merchant is obligated to present the Agreement to the Enforcement Authority or the bankruptcy estate and inform the Enforcement Authority or the

bankruptcy estate of Worldline Nordics' or its rights holders' right to the Equipment. The Merchant is also obligated to immediately notify Worldline Nordics about any measures taken by the Enforcement Authority or of a declaration of bankruptcy.

28 Liability for defects etc.

28.1 Worldline Nordics is liable for defects in the Equipment if such defect is due to a part or component of the Hardware being defective as a result of errors in manufacturing or construction. In such case, Worldline Nordics will bear any and all costs relating to such defects (such as repair or exchange as described below) including giving due compensation to the Merchant if the Merchant can provide evidence of having suffered any direct loss. Worldline Nordics is however not liable for inadequate functionality or defects in the Equipment caused by:

- a) incorrect or negligent use or handling of the Equipment, or use of the Equipment for other purpose than its intended purpose;
- b) use of the Equipment in contravention with the Agreement, these terms and conditions and/or the Instructions;
- c) use of the Equipment together with equipment, software etc. which has not been delivered by Worldline Nordics or explicitly approved by Worldline Nordics and updated in accordance with instructions from Worldline Nordics;
- d) use of accessories or consumables which have not been delivered by Worldline Nordics or explicitly approved by Worldline Nordics;
- e) any battery pack not belonging to the Equipment (or defects in such a battery pack);
- f) any SIM-card not belonging to the Equipment (or defects in such SIM-card);
- g) modifications to, interference with or additions to the Equipment which has not been explicitly approved by Worldline Nordics;
- h) external circumstances such as accidents, vandalism, fire, water damage, short circuit, shortage, lightning, defects or fluctuations in power supply, error, failure or interruption in communication networks, failure at network operators, processors or other third parties, or other circumstances outside Worldline Nordics' control;
- i) damage caused to, or loss of, the Equipment (including theft and contact with any liquids); or
- j) otherwise caused by the Merchant, its employees or any third party.

28.2 In the event of defects in the Equipment due to any of the items listed above (section 28.1 a)-j)) the Merchant shall bear any and all costs relating to such defects.

28.3 In the event of defects in the Equipment, the Merchant shall immediately, however, not later than thirty (30) calendar days from that the Merchant was, or should have been aware of the defect, report the defect to Worldline Nordics'

customer support. When Worldline Nordics has received the report of the defect, Worldline Nordics shall, subject to that the report of the defect has been accepted, be granted the opportunity, in its sole discretion, to either remedy the defect through repairing or replacing defective Equipment or by suggesting alternative measures to remedy the defect in accordance with what is stated in the Special Terms and Conditions for Service and Support.

- 28.4 Worldline Nordics' liability for inadequate functionality or defects in the Equipment is limited to what is explicitly stated in this section 28.

29 Limitation of liability

- 29.1 Worldline Nordics is in no event liable for any lost information regarding Transactions or other information stored on the Hardware if the Equipment when carrying out the Transaction was not connected to or did not get in contact with the payment Gateway (i.e., was offline), e.g., due to any action or omission of the Merchant or a communication error in the Equipment or in the communication network used by the Merchant. If the Merchant loses data because of Worldline Nordics' act or omission, Worldline Nordics will assist the Merchant in re-establishing these data on the basis of the last functioning backup.

- 29.2 Worldline Nordics is in no event liable for compensating any damage that the Equipment has caused to any other property or to a person.

30 Termination

In addition to what is set out in section 7 in the General Terms and Conditions, Worldline Nordics shall be entitled to terminate the Agreement with immediate effect if:

- a) the Merchant has not fulfilled its obligations under section 25.2 and 25.3 in the Special Terms and Conditions;
- b) Worldline Nordics has closed down the payment function of the Equipment on several occasions due to the Merchant not having paid its full Monthly Fee;
- c) the Merchant has failed to pay its Monthly Fee for more than thirty (30) consecutive calendar days,
- d) the Merchant refuses Worldline Nordics to possibility to inspect the Equipment without just cause;
- e) the Merchant endangers Worldline Nordics', or others', right to the Equipment or the value thereof, e.g., by mistreatment or unauthorized disposal of the Equipment, or by not insuring the Equipment;
- f) circumstances according to section 6.3 of the General Terms and Conditions are applicable; or
- g) the Merchant infringes or uses the Intellectual Property Rights of the Equipment in an unauthorised way.

31 Consequences of termination etc.

- 31.1 Upon termination of the Agreement (for whatever reason), the Equipment shall, together with any battery pack, immediately and at the Merchant's expense and risk be returned to Worldline Nordics in its original box or equivalent packaging. If the Equipment, when received by Worldline Nordics, is not in a materially unchanged condition (taking into account normal wear and tear) as compared with the condition as at the Delivery Date, Worldline Nordics is entitled to receive compensation from the Merchant, corresponding to the Equipment's impairment (Sw. *värdeminskning*). The Merchant's obligations set out in this Agreement (including the obligation to pay Monthly Fee) will remain until Worldline Nordics has received the Equipment.
- 31.2 Upon termination of the Agreement (for whatever reason), Worldline Nordics is entitled to immediately deactivate the Equipment's payment transaction functionality.
- 31.3 In the event of the Merchant's premature termination of the Agreement, due to failure by Worldline Nordics, the Merchant is entitled to receive, including without limitation, compensation from Worldline Nordics as applicable corresponding to any prepaid Monthly Fee or similar prepaid cost.
- 31.4 In the event of Merchant's premature termination due to no failure by Worldline Nordics, Worldline Nordics has a right to charge the Merchant for the remaining Agreement term.
- 31.5 In the event of Worldline Nordics' termination of the Agreement (for the reasons set out in section 7 in the General Terms and Conditions and section 30 in the Special Terms and Conditions), Worldline Nordics is not obliged to repay any Monthly Fee to the Merchant. In such event, Worldline Nordics has a right to charge the Merchant for the remaining Agreement term. For the avoidance of any doubt, any deactivation made by Worldline Nordics as set out in sections 25.4 and 25.5 in the Special Terms and Conditions does not relieve the Merchant from the obligation to pay Monthly Fee for the remaining Agreement term.

BAMBORA ONE & BAMBORA GROW – SPECIAL TERMS AND CONDITIONS FOR SERVICE AND SUPPORT

The terms and conditions in this section refers to the service and support and forms an integral part of the Agreement.

32 Worldline Nordics' undertakings

- 32.1 Worldline Nordics undertakes to provide the Support Services in accordance with the terms set out in these Special Terms and Conditions for Service and Support.
- 32.2 Worldline Nordics shall, in order to perform the Support Services with duty and care, maintain an organization with suitable, qualified and competent employees.

33 Support services

- 33.1 Support Service is available in Swedish, Norwegian, Danish, Finnish and English.
- 33.2 The Support Service "**Basic Support**" includes phone and e-mail support between CET 08.00 and 20.00 during Business Days and between CET 10.00 and 14.00 during Saturdays not being public holidays (the "**Support Hours**").

During the Support Hours Worldline Nordics customer service will answer questions and will attempt to remedy problems and errors relating to the Equipment (and the Software included in the Equipment) as well as handle issues related to Worldline Nordics' Acquiring of Transactions under the Agreement.

For support at hours other than Business Days between CET 09.00-16.30, only limited support relating to the handling of the Equipment, and operational information and technical support of a simpler nature will be provided.

Should any problem with the Equipment not be remediable over the phone or via e-mail, Worldline Nordics is entitled to suggest alternative measures for remediation.

- 33.3 The Support Service "**Replacement Service**" means that the Merchant in the event of an error in the Equipment can report this to Worldline Nordics customer service during Support Hours. If the error cannot be remedied by phone or e-mail Worldline Nordics will send equivalent Equipment as a replacement unit to the Merchant the next Business Day. The replacement unit is normally delivered to the Merchant within three (3) Business days, depending on the postal service's delivery times.

Defected Equipment must immediately be returned in its original packaging to Worldline Nordics, at the risk of the Merchant. Worldline Nordics pays for shipping unless otherwise expressly stated in the Agreement. If the defected Equipment has not reached Worldline Nordics at the latest ten (10) Business days after the replacement unit has been sent to the Merchant, Worldline Nordics has the right to charge the Merchant with an amount corresponding to the market price of the Equipment and shipping, in accordance with the price list applicable from time to time.

If Worldline Nordics has provided the Merchant with a replacement unit and it

is shown that Worldline Nordics is not liable for the defect in the Equipment, Worldline Nordics has the right to charge the Merchant for shipping costs and all expenses related to the repair of the Equipment, or if such repair is not economically justifiable, charge the Merchant with an amount equal to the market price of the Equipment, in accordance with the price list applicable from time to time.

33.4 Contact information to Worldline Nordics' customer support and more detailed information about the various services included in the Support Service are available on Worldline Nordics' website (www.bambora.com).

34 Merchant's support undertakings

34.1 Worldline Nordics' undertakings in accordance with these Special Terms for Service and Support shall come into effect provided that the Merchant has (i) paid any and all prices and fees in accordance with the Agreement and if the Merchant (ii) supports Worldline Nordics in performing any troubleshooting and other service- and support related actions.

34.2 When there is an error and/or defect in the Equipment the Merchant must report this to Worldline Nordics as soon as possible and describe the error.

34.3 Defective Hardware shall promptly, at the Merchant's risk, be returned to Worldline Nordics. Worldline Nordics will reimburse the Merchant for the shipping costs unless otherwise explicitly set forth in the Agreement.

34.4 If the defective Hardware is not made available to Worldline Nordics within ten (10) Business Days following the dispatch of the replacement unit to the Merchant, Worldline Nordics has the right to charge the Merchant with an amount equal to the market price of the Hardware and for shipping costs.

34.5 The Merchant shall at its own cost install any replacing Hardware.

34.6 The Merchant undertakes not to store any information about Transactions when defective Hardware is returned to Worldline Nordics.

34.7 The Merchant accepts that Worldline Nordics uses new, used or repaired Hardware (or parts of) for repairs, alternatively sends a new, used or repaired Hardware to the Merchant.

34.8 If the Merchant has reported defective Equipment, for which defect it is evidenced that Worldline Nordics is not responsible or if Merchant has initiated actions that are not part of this Agreement, Worldline Nordics has the right to charge the Merchant for any additional costs and fees relating to such actions.

34.9 If any Hardware is replaced the Agreement shall govern any replaced Hardware.
